

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 24, 2013**

AGENDA

8:30	Held	Domestic Violence Awareness Month Proclamation Reception Reception Area
9:30	Done	Presentations
10:30	Done	Presentation of the 2013 Exceptional Design Awards
10:45	Done	Presentation of the Environmental Excellence Awards
11:00	Done	Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
11:10	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Authorization to Advertise a Public Hearing on Proposed FY 2015 Regional Transportation Alternatives Program Grant Applications
2	Approved	Streets into the Secondary System (Dranesville and Sully Districts)
3	Approved	Authorization for the Fairfax County Department of Family Services, Comprehensive Services Act Program to Apply for and Accept Grant Funding from the Virginia Department of Behavioral Health and Developmental Services Bridging Systems of Care to Scale Grant
4	Approved	Supplemental Appropriation Resolution AS 14078 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

ACTION ITEMS

1	Approved	Approval of the Issuance by the Fairfax County Redevelopment and Housing Authority of its Multifamily Housing Revenue Bonds for the Benefit of The Residences at Government Center (Braddock District)
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**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 24, 2013**

**ACTION ITEMS
(Continued)**

- | | | |
|---|-----------------|---|
| 2 | Approved | Approval of a Letter to the Virginia Department of Rail and Public Transportation Regarding the Report on Performance-Based Operating Assistance Allocation Methodology for Transit Funding |
| 3 | Withdrawn | Approval of the Financing Plan for the Renovation of Lincolnia Center (Mason District) |
| 4 | Approved | Approval of Funding for Bus Service Between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex |
| 5 | Approved | Authorization for the Department of Transportation to Apply for FY 2020 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Program Funds and FY 2015 Virginia Department of Transportation Revenue Sharing Program Funds |
| 6 | Approved | Adoption of an Uncodified Ordinance Relating to CoxCom, LLC's, Satisfaction of Conditions Established in Appendix H of the Fairfax County Code |

**CONSIDERATION
ITEMS**

- | | | |
|---|--|--|
| 1 | Supervisor Hyland as Voting Delegate and Chairman Bulova as Alternate | 2013 Virginia Association of Counties Annual Meeting |
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**INFORMATION
ITEMS**

- | | | |
|-------|--------------|---|
| 1 | Noted | Contract Award – Dental Services Adult Detention Center |
| 11:20 | Done | Matters Presented by Board Members |
| 12:10 | Done | Closed Session |

**PUBLIC
HEARINGS**

- | | | |
|------|-----------------|---|
| 3:30 | Approved | Decision Only on SEA 93-M-047 (The Parklawn Recreation Association, Inc. & New Cingular Wireless PCS, LLC) (Mason District) |
|------|-----------------|---|

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 24, 2013**

**PUBLIC
HEARINGS
(Continued)**

3:30	Approved	Public Hearing on RZ 2013-PR-004 (Hitt Contracting, Inc.) (Providence District)
3:30	Approved	Public Hearing on RZ 2011-HM-032 (Tysons West Residential, L.L.C. and JBG/Tysons Hotel, L.L.C.) (Hunter Mill District)
3:30	Approved	Public Hearing on AR 87-S-003-03 (Cox-Richard Family Farm, LLLP) (Sully District)
4:00	Approved	Public Hearing on PCA 87-C-060-12 (Stephen M. De Frank Jr. Trustee) (Hunter Mill District)
4:00	Approved	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor Revisions
4:00	Approved	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Temporary Family Health Care Structures
4:00	Deferred to January 28, 2014 at 4:30 p.m.	Public Hearing on SEA 2009-DR-008 (Oakcrest School) (Hunter Mill District)

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Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
September 24, 2013

9:30 a.m.

PRESENTATIONS

RECOGNITIONS

- CERTIFICATE – To recognize Kailey Turner and Ariana Hanaity, lifeguards at the Lee District REC Center, for averting a double tragedy. Requested by Supervisor McKay.
- RESOLUTION – To recognize Bruce Butler for his years of service to Fairfax County. Requested by Supervisor Hudgins.
- CERTIFICATE – To recognize the Mason District BRAC 133 Task Force for its work to focus on neighborhood impacts created by the occupancy of the Mark Center facility. Requested by Supervisor Gross.

DESIGNATIONS

- PROCLAMATION – To designate October 2013 as Disability Employment Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate October 6-12, 2013, as Fire Prevention Week in Fairfax County. Requested by Chairman Bulova.

— more —

Board Agenda Item
September 24, 2013

- CERTIFICATE – To recognize the Fire and Rescue Department for its participation in the Safety in Our Community program to check and install smoke alarms. Requested by Chairman Bulova.
- PROCLAMATION – To designate October 2013 as Domestic Violence Awareness Month in Fairfax County. Requested by Chairman Bulova.
- PROCLAMATION – To designate October 18, 2013, as Jeans Day in Fairfax County. Requested by Chairman Bulova.

STAFF:

Merni Fitzgerald, Director, Office of Public Affairs

Bill Miller, Office of Public Affairs

Board Agenda Item
September 24, 2013

10:30 a.m.

Presentation of the 2013 Exceptional Design Awards

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

Peter A. Juanpere, RA, NCARB, LEED AP, Member of the Architectural Review Board and
Chairman, 2013 Exceptional Design Awards Jury

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Board Agenda Item
September 24, 2013

10:45 a.m.

Presentation of the Environmental Excellence Awards

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

Stella Koch, Chairman, Environmental Quality Advisory Council (EQAC)

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NOTE: A revised list will be distributed immediately prior to the Board meeting.

APPOINTMENTS TO BE HEARD SEPTEMBER 24, 2013
(ENCOMPASSING VACANCIES PROJECTED THROUGH SEPTEMBER 30, 2013)
 (Unless otherwise noted, members are eligible for reappointment)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Elizabeth D’Alelio (Appointed 12/09 by Cook) Term exp. 9/13	Braddock District Representative		Cook	Braddock
Gregory Brandon (Appointed 6/11 by Foust) Term exp. 9/13	Dranesville District Representative		Foust	Dranesville
Sarah Newman (Appointed 2/13 by Hudgins) Term exp. 9/13	Hunter Mill District Representative	Sarah Newman	Hudgins	Hunter Mill
Sydney Stakley (Appointed 6/07-9/09 by Smyth) Term exp. 9/13	Providence District Representative	Sydney Stakley	Smyth	Providence
VACANT (Formerly held by Sosthenes Klu; Appointed 12/05-9/08 by Frey) Term exp. 9/12 <i>Resigned</i>	Sully District Representative		Frey	Sully

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

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

AIRPORTS ADVISORY COMMITTEE (3 years)

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

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (3 years)

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

ANIMAL SERVICES ADVISORY COMMISSION (2 years)
 [Note: In addition to attendance at Commission meetings, members shall volunteer at least 24 hours per year in some capacity for the Animal Services Division.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michelle Hupp; appointed 1/01-2/12 by Gross) Term exp. 2/14 <i>Resigned</i>	Mason District Representative		Gross	Mason

ARCHITECTURAL REVIEW BOARD

(3 years)

[NOTE: Members shall be appointed by the Board of Supervisors as follows: at least two (2) members shall be certified architects; one (1) landscape architect authorized to practice in Virginia; one (1) lawyer with membership in the Virginia Bar; six (6) other members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Charles R. Bierce (Appointed 11/86 by Egge; 08/89-10/10 by Hyland) Term exp. 9/13	Architect #1 Representative		By Any Supervisor	At-Large
John Boland (Appointed 2/91-9/95 by Dix; 7/01 by Mendelsohn; 9/04-9/07 by Foust) Term exp. 9/13	Attorney Representative		By Any Supervisor	At-Large
Joseph Plumpe (Appointed 9/07-9/10 by Frey) Term exp. 9/13	Landscape Architect Representative	Joseph Plumpe (Frey)	By Any Supervisor	At-Large
John Allen Burns (Appointed 6/95-7/01 by Hanley; 10/04-10/10 by Hyland) Term exp. 9/13	Related Professional Group #4 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James Pendergast (Appointed 7/12 by Cook) Term exp. 6/13	Braddock District Alternate Representative		Cook	Braddock
Stephen McLaughlin (Appointed 9/98-9/03 by Connolly; 9/05-9/11 by Smyth) Term exp. 9/13	Providence District Representative	Stephen McLaughlin	Smyth	Providence

CONFIRMATIONS NEEDED:

- Ms. Allison Agee as the Adult Softball Council Alternate
- Ms. Karen Avvisato as the Neighborhood and Community Services Alternate Representative
- Mr. Walt Brady as the Fast Pitch Softball Council Alternate Representative
- Ms. Suzanne Willemsen as the Fast Pitch Softball Council Principal Representative
- Mr. Craig Richardson as the Football Council Alternate Representative
- Mr. Dave Paddock as the Lacrosse Council Alternate Representative
- Mr. Michael Thompson, Jr. as the Park Authority Principal Representative

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Rachel Rifkind (Appointed 5/09-6/09 by Gross) Term exp. 6/11	Mason District Representative		Gross	Mason
VACANT (Formerly held by John Byers; appointed 6/09-1/12 by Hyland) Term exp. 6/12 <i>Deceased</i>	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by Robert McDaniel; appointed 9/10 by Herrity) Term exp. 6/11 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

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

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(1 year – limited to 6 consecutive terms)**

[NOTE: In January of 2002 terms were changed to run from October 1 until September 30.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Steve Sherman (Appointed 9/08-9/12 by McKay) Term exp. 9/13	At-Large #1 Representative		By Any Supervisor	At-Large
Jason M. Chung (Appointed 02/11-9/12 by Frey) Term exp. 9/13	At-Large #2 Representative	Jason M. Chung (Frey)	By Any Supervisor	At-Large
Jill Patrick (Appointed 9/09-9/12 by Gross) Term exp. 9/13	At-Large #3 Representative		By Any Supervisor	At-Large
Juliann J. Clemente (Appointed 10/12 by Bulova) Term exp. 9/13	At-Large #4 Representative		By Any Supervisor	At-Large

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

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

CHILD CARE ADVISORY COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ann Aoki; (Appointed 11/10-9/12 by Foust) Term exp. 9/14 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Pamela Nilsen (Appointed 6/13 by McKay) Term exp. 9/13	Lee District Representative		McKay	Lee
VACANT (Formerly held by Joan C. Holtz; appointed 5/09 by Smyth) Term exp. 9/11 <i>Resigned</i>	Providence District Representative		Smyth	Providence

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

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

CIVIL SERVICE COMMISSION (2 years)
 [NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Richard Stacy; appointed 11/05-1/08 by DuBois; 12/09-12/12 by Foust) Term exp. 12/13 <i>Resigned</i>	At-Large #11 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kari Wright Warren; Appointed 9/10 by Hyland) Term exp. 10/13 <i>Resigned</i>	Mount Vernon District Representative		Hyland	Mount Vernon

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

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Janyce Hedetniemi (Appointed 4/07 by Connolly; 4/09-4/11 by Bulova) Term exp. 4/13	At-Large #1 Chairman's Representative		Bulova	At-Large Chairman's
Robert E. Simon (Appointed 4/09-4/11 by Bulova) Term exp. 4/13	At-Large #2 Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Loren C. Bruce; appointed 6/11 by Hudgins) Term exp. 4/13 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Rose Miles Robinson; appointed 7/06-2/09 by Hudgins) Term exp. 2/12 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
Andrew Hunter (Appointed 4/04-2/09 by Gross) Term exp. 2/12	Mason District Representative		Gross	Mason

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CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Dallas Shawkey (Appointed 9/98-9/10 by Hyland) Term exp. 8/13	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (formerly held by Glen Robinson; appointed 11/09 by Smyth) Term exp. 8/12 <i>Resigned</i>	Providence District Representative		Smyth	Providence
VACANT (Formerly held by Michael Birch; appointed 1/08-4/10 by Frey) Term exp. 4/13 <i>Resigned</i>	Sully District Representative		Frey	Sully

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Marie Flanagan; appointed 1/10 by Smyth) Term exp. 1/13 <i>Resigned</i>	Providence District Representative		Smyth	Providence

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Rhoda Baker; appointed 12/09-12/11) Term exp. 11/14 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Ann Pimley (Appointed 9/03&11/06 by Frey) Term exp. 11/09 <i>Not eligible for reappointment</i>	Sully District Representative		Frey	Sully

FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL
(2 years)

CONFIRMATION NEEDED:

- Mr. Marc Jacob as a Long Term Care Provider Representative

**FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION
BOARD OF DIRECTORS (3 years)**
[Note: Established by Board on 6/21/04 for the general administration and proper operation of the Fairfax County Convention and Visitors Corporation.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT Formerly held by Anh Tu Do; appointed 7/10 by Cook) Term exp. 6/13 <i>Resigned</i>	Braddock District Representative		Cook	Braddock

CONFIRMATION NEEDED:

- Mr. Michael Session as the Fairfax County Convention and Visitors Corporation #1 Representative
- Mr. Mark Meana as the Fairfax County Convention and Visitors Corporation #5 Representative
- Mr. Mark Sherwin as the Fairfax County Convention and Visitors Corporation #8 Representative

**FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES
(4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert C. Carlson (Appointed 3/92-8/93 by Davis; 7/97-8/09 by Frey) Term exp. 8/13	At-Large #1 Representative	Robert Carlson (Frey)	By Any Supervisor	At-Large

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD

(3 years – limited to 3 full terms)

[NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 3 year break from initial 3 full terms, per CSB By-laws.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Susan Beeman (Appointed 9/06-6/10 by Gross) Term exp. 6/13	Mason District Representative	Susan Beeman <i>(Nomination announced on July 30, 2013)</i>	Gross	Mason
Paul V. Luisada (Appointed 4/30 by Hyland) Term exp. 6/13 <i>Resigned</i>	Mount Vernon District Representative	Paul V. Luisada <i>(Nomination announced on July 30, 2013)</i>	Hyland	Mount Vernon

HEALTH SYSTEMS AGENCY BOARD

(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by David Braun; appointed 10/06-6/09 by Smyth) Term exp. 6/12 <i>Resigned</i>	Consumer #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 <i>Resigned</i>	Consumer #4 Representative		By Any Supervisor	At-Large

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HEALTH SYSTEMS AGENCY BOARD

(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

continued

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

HISTORY COMMISSION (3 years)

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

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

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

HUMAN RIGHTS COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Harry Salinas (Appointed 4/08 by Connolly; 11/10 by Bulova) Term exp. 9/13	At-Large #4 Representative		By Any Supervisor	At-Large
Emmanuel Solon (Appointed 9/95-7/01 by Connolly; 9/04-9/10 by Smyth) Term exp. 9/13	At-Large #5 Representative	Emmanuel Solon (Smyth)	By Any Supervisor	At-Large
Ahmed Selim (Appointed 7/08-9/10 by Gross) Term exp. 9/13	At-Large #6 Representative		By Any Supervisor	At-Large
Michel Margosis (Appointed 7/03-1/08 by Kauffman; 9/10 by McKay) Term exp. 9/13	At-Large #7 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

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

HUMAN SERVICES COUNCIL (4 years)

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (formerly held by David Dunlap; appointed 7/12 by Smyth) Term exp. 7/13 <i>Resigned</i>	Providence District #2 Representative		Smyth	Providence
VACANT (Formerly held by Richard Berger; appointed 2/06-8/09 by Frey) Term exp. 7/13 <i>Resigned</i>	Sully District #1 Representative		Frey	Sully

**JUVENILE AND DOMESTIC RELATIONS COURT
CITIZENS ADVISORY COUNCIL (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Michael McClanahan (Appointed 12/05-1/07 by Connolly; 2/09-5/11 by Bulova) Term exp. 1/13	At-Large Chairman's Representative		Bulova	At-Large Chairman's

LIBRARY BOARD (4 years)

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

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

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

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Braddock

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard Nilsen (Appointed 3/10-6/10 by McKay) Term exp. 6/13	Lee District Representative		McKay	Lee
VACANT (Formerly held by Ronald Miner; appointed 8/02-6/11 by Frey) Term exp. 6/14 <i>Resigned</i>	Sully District Representative		Frey	Sully

**REDEVELOPMENT AND HOUSING AUTHORITY
(4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Richard Sullivan; appointed 5/09-4/11 by Foust) Term exp. 4/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

ROAD VIEWERS BOARD (1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

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

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

TRANSPORTATION ADVISORY COMMISSION (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Chad Quinn; appointed 9/12 by Foust) Term exp. 6/14 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

TREE COMMISSION (3 years)

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

TRESPASS TOWING ADVISORY BOARD (3 years)

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John T. Fee (Appointed 6/06-9/07 by Connolly; 9/10 by Bulova) Term exp. 9/13	Citizen Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ronald P. Miner; appointed 6/06 by Connolly; 9/09 by Bulova) Term exp. 9/12 <i>Resigned</i>	Citizen Alternate Representative		By Any Supervisor	At-Large

TRESPASS TOWING ADVISORY BOARD (3 years)

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alvin Leach, Jr. (Appointed 7/06 - 9/07 by DuBois; 10/10 by Foust) Term exp. 9/13	Towing #2 Representative		By Any Supervisor	At-Large

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Richard Orr; appointed 9/06-7/10 by Hudgins) Term exp. 6/14 <i>Resigned</i>	Citizen Appointed by BOS #2 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael Fuelling; Appointed 2/13-9/12 by Bulova) Term exp. 7/16 <i>Resigned</i>	Alternate #1 Representative	Anita van Breda (Bulova)	By Any Supervisor	At-Large

Board Agenda Item
September 24, 2013

11:10 a.m.

Items Presented by the County Executive

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ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing on Proposed FY 2015 Regional
Transportation Alternatives Program Grant Applications

ISSUE:

The Transportation Alternatives Program (TAP), included in the newly enacted Federal Surface Transportation Act, Moving Ahead for Progress in the 21st Century (MAP-21), replaces Transportation Enhancements Program (TEP), Recreational Trails, Safe Routes to School, and several other discretionary programs, combining them into a single funding source, starting in FY 2014. TAP also provides two opportunities for awards, one through the Virginia Department of Transportation and the other through the Metropolitan Washington Council of Governments (MWCOCG). A public hearing is a requirement of the TAP application process, regardless of the funding agency.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement and posting of a notice of intent to conduct a public hearing that is in substantial conformance with Attachment 1 scheduled for October 29, 2013, at 4:00 PM.

TIMING:

The Board should take action on September 24, 2013, to advertise a public hearing for October 29 2013, at 4:00 p.m.

BACKGROUND:

The TAP program is similar in nature to TEP. Applicants are required to make the same 20 percent match, with grant awards covering the 80 percent remaining. Some of the major differences are outlined as follows:

- TEP included 12 categories of projects that were eligible. TAP now includes nine. No County projects were affected by this change. The project types removed include beautification of transportation facilities, operation of historic transportation facilities, and scenic or historic highway programs.
- The eligibility of pedestrian projects remains unchanged.

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September 24, 2013

- The Safe Routes to School and Recreational Trails Programs have been merged with the Enhancement Program in the TAP.
- A new element of the program, not fully defined at this time, for the planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways has been added.

FISCAL IMPACT:

If any project is awarded a grant allocation, DOT staff will return to the Board at such time to appropriate funding. TAP projects require a minimum 20 percent local match. Any project endorsed by the Board must have an identified source of funding for the 20 percent match. Additionally, the sponsor must ensure that the budget accurately reflects project cost and accept responsibility for future maintenance and operating cost of the completed project.

ENCLOSED DOCUMENTS:

Attachment 1: Notice of Public Hearing

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Ken Kanownik, Transportation Planner, Coordination and Funding Division, FCDOT

NOTICE OF PUBLIC HEARING ON PROPOSED TRANSPORTATION ALTERNATIVES PROJECTS

The Fairfax County Board of Supervisors has scheduled a public hearing for Tuesday, October 29, 2013, at 4:00 p.m., to solicit comments on proposed FY 2015 Transportation Alternative Program projects. The Board will also be requested to endorse a list of projects presented at the public hearing. Those projects approved by the Board will be eligible for submission to the Virginia Department of Transportation (VDOT) and the Metropolitan Washington Council of Governments (MWCOG) for funding under the Moving Ahead for Progress in the 21st Century (MAP-21).

The program provides 80 percent of the funds for each project. A 20 percent match is required. Any project presented to the Board for endorsement must have an identified source of funding for this match. VDOT and MWCOG have implemented new requirements for jurisdictional sponsors to provide technical guidance, and oversight throughout project development. Additionally, the sponsor must ensure that the budget accurately reflects project cost and accept responsibility for future maintenance and operating cost of the completed project.

The Federal Highway Administration (FHWA) has established criteria for activities or improvements eligible under the MAP-21 Transportation Alternatives provision. The alternatives are activities or improvements that increase the value of a transportation project or make it more aesthetically pleasing. Eligible activities are:

Eligible Activities: Under 23 U.S.C. 213(b) eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 1103):
 - A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
 - B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
 - C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
 - D. Construction of turnouts, overlooks, and viewing areas.
 - E. Community improvement activities, including:

- i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
 - F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - i. address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
 - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- 2. The recreational trails program under section 206 of title 23.
- 3. The safe routes to school program under section 1404 of the SAFETEA-LU.
 - A. Infrastructure-related projects: planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
 - B. Non-infrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
 - C. Safe Routes to School coordinator.
- 4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

VDOT and MWCOG have announced that it will be accepting both new project applications and applications requesting additional funding for existing Transportation Alternative Projects in the FY 2015 program.

The public hearing will be held in the Board Auditorium, at the Government Center, 12000 Government Center Parkway, in Fairfax. To sign up to speak at the public hearing, citizens should call the Clerk to the Board at (703) 324-3151, TDD (703) 324-3903. For more information on the Transportation Alternatives proposals, call the Fairfax County Department of Transportation at (703) 877-5600.

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ADMINISTRATIVE – 2

Streets into the Secondary System (Dranesville and Sully Districts)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Arrowbrook Centre LLC	Dranesville	Sunrise Valley Drive (Route 5320) (Additional Right-of-Way (ROW) Only)
Open Door Presbyterian Church, Inc.	Sully	Centreville Road (Route 657) (Additional ROW Only)

TIMING:

Routine.

BACKGROUND:

Inspection has been made of these streets, and they are recommended for acceptance into the State Secondary System.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Forms

STAFF:

Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Michelle Brickner, Deputy Director, DPWES, Land Development Services

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Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p> <p>ENGINEERING MANAGER: Terry L. Yates, P.E. BY: <i>Nadie Apchenef</i></p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 1504-SP-005</p> <p>SUBDIVISION PLAT NAME: Arrowbrook Centre LLC</p> <p>COUNTY MAGISTERIAL DISTRICT: Dranesville</p> <p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>DATE OF VDOT INSPECTION APPROVAL: 07/11/2013</p>
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STREET NAME	LOCATION		LENGTH	MILE
	FROM	TO		
Sunrise Valley Drive (Route 5320) (Additional Right-of-Way Only)	320' SE CL Dulles Technology Drive (Route 8160)	163' SE to Section Line	0.0	
NOTES:			TOTALS: 0.0	
5' Concrete Sidewalk on North Side to be maintained by VDOT.				

ADMINISTRATIVE - 3

Authorization for the Fairfax County Department of Family Services, Comprehensive Services Act Program to Apply for and Accept Grant Funding from the Virginia Department of Behavioral Health and Developmental Services Bridging Systems of Care to Scale Grant

ISSUE:

Board authorization is requested for the Department of Family Services (DFS), Comprehensive Services Act Program (CSA) to apply for and accept funding, if received, from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) Bridging Systems of Care to Scale Grant. Funding in the amount of \$600,000 will support the formation of a local organization of families of children with behavioral health issues for the purpose of providing paraprofessional support services to Fairfax families. The grant period is November 1, 2013 through October 31, 2016. There are no positions associated with this grant and no Local Cash Match is required to accept this funding. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board authorize DFS to apply for and accept funding, if received, from the DBHDS. If awarded, funding in the amount of \$600,000 will support the formation of a local organization of families of children with behavioral health issues for the purpose of providing paraprofessional support services to Fairfax families.

TIMING:

Board action is requested on September 24, 2013. This grant application was due September 6, 2013 and was submitted pending Board approval. This Board item is being presented at the first subsequent Board meeting and the application will be immediately withdrawn if the Board does not approve this request.

BACKGROUND:

In October 2012, the Virginia Department of Behavioral Health and Developmental Services, in partnership with other children's services stakeholders, was awarded a System of Care Expansion Implementation Cooperative Agreement through the federal Substance Abuse and Mental Health Services Administration (SAMHSA). One of the grant activities is provision of mini grants through DBHDS to providers at the local government level for the development of community based services that support intensive care coordination and the Wraparound philosophy at the individual service planning level, and Systems of Care values and principles at the larger community level system. A total of up to \$3,000,000 is available for the entire grant period November 1, 2013 through October 31, 2016. Grants will be awarded for up to three years.

Target Population

The population of focus for the mini-grant project is children through age 21 that have a serious emotional disturbance that is diagnosable under the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). Specifically, the target population must have one or more of the following: a mental health problem, a co-occurring mental health and substance abuse problem, contact with the social services system, juvenile justice or court system, require emergency services, or require long term community mental health and other supports.

Fairfax County Project Goal

The goal of the proposed project is to improve outcomes for the target population through enhancing family engagement in the Fairfax-Falls Church system of care by engaging or establishing an organization of families of children with serious emotional disturbance and empowering that organization with meaningful roles in the system of care, including but not limited to provision of family partner services.

Engage or Establish Family Organization

It is proposed that the Fairfax-Falls Church CPMT partner with a non-profit organization, which is either an existing family organization or has the desire and capacity to become one, in order to fulfill key family engagement roles at the policy, management and service levels. Specifically, the CPMT would competitively select and contract with an organization to:

1. Coordinate the nomination of CPMT and FAPT parent representatives;
2. Disseminate proposed policies to consumer families and elicit feedback for parent representatives to present to decision-making bodies;
3. Participate in wraparound fidelity monitoring and other quality improvement processes;

4. Participate in evaluating system performance;
5. Participate in recruiting and selecting key system of care personnel;
6. Participate in training of public agency and provider staff;
7. Provide family partners program for youth and families involved with intensive care coordination and other team-based planning processes.

Because of the possibility that more than one existing organization may have the interest and capacity to assume these functions, local organizations are being approached regarding their interest, and a process for engaging or establishing a family organization will be developed. Consistent with System of Care principles and practices, the family organization selected will have a board with at least half the members being current or former caregivers of children or youth with serious emotional disturbance.

Provide Family Partner Services

The family partner model to be implemented is "Peer Parent Support." In this model family partners are hired to provide peer support to families experiencing the wrap around process. The family partner meets the family either with or around the same time as the wraparound facilitator. The family partner uses a method to identify whether the family will need contact that is intensive, moderate or supportive. This range includes at least weekly face-to-face contact and attendance at most child and family team meetings (intensive) to regular phone contact and attendance at child and family team meetings. In this model, family partners provide accurate and reliable information to families they can use in decision making as well as connecting to families to others who have a shared experience.

It is proposed that family partners be provided for at least 90 youth and their families during the course of the three-year grant period. The project will serve youth with serious emotional disturbance who are at risk of more restrictive placement, and those in placement to support earliest possible discharge. During the first grant year, while a contract is finalized with a family organization and that organization builds its capacity, one or more providers currently under contract with the county will provide family partners for at least twenty families. In years two and three, the family organization will assume that function and provide family partners for a total of at least seventy youth and families.

In response to a recent local study which identified significant disproportionate contact with Hispanic and African American youth in juvenile justice and other child serving systems, it is proposed bi-lingual family partners be hired so that they can work with families where a language other than English is spoken at home, without the need for

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interpreters. In addition, youth in detention with serious emotional disturbance will be prioritized for a family partner.

If during the grant period the provision of family support services proves effective in helping to effectively meet the needs of children with serious behavioral health issues (as evidenced by enhanced child and family functioning and reduced use of long-term residential care), services will be continued through child-specific purchases of service using CSA and state Mental Health Initiative (MHI) funds. CSA funding for family support services is 77 percent state and MHI is 100 percent state, while funding for long-term residential care is 58 percent local.

FISCAL IMPACT:

If awarded, grant funding in the amount of \$600,000 will support the formation of a local organization of families of children with behavioral health issues for the purpose of providing paraprofessional support services to Fairfax families. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax-Falls Church Systems of Care Grant Application, Excerpt

STAFF:

Patricia Harrison, Deputy County Executive
James Gillespie, Program Manager, Comprehensive Services Act

**“Nothing About Us Without Us”
Empowering Families to Bring Systems of Care to Scale in Fairfax-Falls Church
Project Summary**

Applicant (s): Fairfax-Falls Church Community Policy and Management Team

Main contact person:

James Gillespie, LCSW, MPA
CSA Program Manager, Fairfax-Falls Church
12011 Government Center Parkway, 5th floor Fairfax, VA 22035-1102
phone: 703-324-5442; TTY 711 fax: 703-653-1369

List of localities to be served:

Fairfax County City of Fairfax City of Falls Church

Brief description of the project and of service(s) to be developed:

Target Population

Children through age 21 that have a serious emotional disturbance that is diagnosable under the DSM-IV. Specifically, the target population must have one or more of the following: a mental health problem, a co-occurring mental health and substance abuse problem, contact with the social services system, juvenile justice or court system, require emergency services, or require long term community mental health and other supports.

Project Goal

The goal of the proposed project is to improve outcomes for the target population through enhancing family engagement in the Fairfax-Falls Church system of care by engaging or establishing an organization of families of children with serious emotional disturbance and empowering that organization with meaningful roles in the system of care, including but not limited to provision of family partners.

Family Organization

It is proposed that The Fairfax-Falls Church Community Policy and Management Team (CPMT), the community’s governing body for addressing the needs of children and youth with serious emotional disturbance, partner with a nonprofit organization which is either an existing family organization, or has the desire and capacity to become one, in order to fulfill key family engagement roles at the policy, management and service levels. Specifically, the CPMT would competitively select and contract with an organization to:

- Coordinate the nomination of CPMT and FAPT parent representatives;

- Disseminate proposed policies to consumer families and elicit feedback for parent representatives to present to decision-making bodies;
- Participate in wraparound fidelity monitoring and other quality improvement processes;
- Participate in evaluating system performance;
- Participate in recruiting and selecting key system of care personnel;
- Participate in training of public agency and provider staff;
- Provide family partners program for youth and families involved with intensive care coordination and other team-based planning processes.

Because of the possibility that more than one existing organization may have the interest and capacity to assume these functions, local organizations are being approached regarding their interest, and a process for engaging or establishing a family organization will be developed. Consistent with System of Care principles and practices, the family organization selected will have a board with at least half the members' current or former caregivers of children or youth with serious emotional disturbance.

Family Partners

The family partner model to be implemented is "Peer Parent Support". In this model family partners are hired to provide peer support to families experiencing the wraparound process. The family partner meets the family either with or around the same time as the wraparound Facilitator. The family partner uses a method to identify whether the family will need contact that is intensive, moderate or supportive. This range includes at least weekly face-to-face contact and attendance at most child and family team meetings (intensive) to regular phone contact and attendance at child and family team meetings. In this model, family partners provide accurate and reliable information to families they can use in decision making as well as connecting to families to others who have a shared experience. For this project "family partner" refers to trained parents linked with parents, trained other caregivers (extended family or fictive kin) linked with caregivers, and trained young adults linked with youth.

Advantages of the Parent Peer Support model include:

1. Allows the wraparound facilitator and family partner to be connected when they need to be and independent when they need to be.
2. Allows the family partner to tailor their response to each family's unique needs.
3. Direct support can be delivered at the family's pace rather than in pace with wraparound.

(From "Family Partners and the Wraparound Process" by Patricia Miles in the Resource Guide for Wraparound)

Number of children to be served annually at full capacity:

It is proposed that family partners be provided for at least 90 youth and their families during the course of the three year grant period. The primary target population for assignment of family partners will be families involved with intensive care coordination (ICC); in addition, family partners will be assigned to some families engaged in the

system of care through family partnership meetings or family resource meetings which utilize a team-based approach informed by wraparound principles. The project will serve youth with serious emotional disturbance who are at risk of out-of-community residential placement, and those in placement to support earliest possible return home. During the first grant year, while a contract is finalized with a family organization and that organization builds its capacity, United Methodist Family Services (one of our current ICC providers along with CSB) will provide family partner services for at least 20 families. In year two the family organization will assume that function and provide family partners for at least 30 youth and families. In year three, at full capacity, the family organization will provide family partners for at least 40 youth and families.

Proposed timeframe for grant: November 1, 2013 to October 31, 2016

Funding: \$600,000

Amount of grant funds requested:

Year 1:	\$200,000
Year 2:	\$200,000
Year 3:	\$200,000

Brief description of specifically how grant funds will be used:

Grant Year One (11/1/13 – 10/31/14):

- \$100,000 for United Methodist Family Services to provide at least 2,000 hours of family partner services to at least 20 youth and families, averaging 100 hours of service each. Twenty youth/families represent 25% of the total ICC capacity of 80 youth/families.
- \$100,000 for program support to a family organization to recruit, hire and train staff to manage program and supervise family partners, and recruit, hire and train initial team of family partners in preparation for providing services in Year Two.

Grant Year Two (11/1/14 – 10/31/15):

- \$150,000 for family organization to provide at least 3,000 hours of family partner services to at least 30 youth and families, averaging 100 hours of service. Thirty youth/families represent 37% of the total ICC capacity of 80 youth/families.
- \$50,000 for continued program support to family organization to fund costs associated with management of the program and supervision of the family partners during the period when family partner services are not yet self-sustaining.

Grant Year Three (11/1/15 – 10/31/16):

- \$200,000 for family organization to provide family partner services to provide at least 4,000 hours of family partner services to at least 40 youth and families, averaging 100 hours of service each . Forty youth/families represent 50% of the total ICC capacity of 80 youth/families.

Note: During the three year grant period the family organization will also be required to fulfill the key family engagement roles at the policy and management levels described in the “Family Partners” Section above. The amount of time spent in fulfilling those roles will be negotiated with the family organization, in recognition of the time commitment necessary to implement family partner services.

Sustainability:

Estimated cost per child once any new service developed through this project is established and at full capacity:

The estimated total cost per child for family partner services is \$5,000, based on an average of 100 hours of services at \$50/hour. Experience in the three years of the grant project will refine these estimates.

Funding streams to be used to sustain any new service developed through this project when grant period ends:

It is planned that by the end of the grant period family partner services can continue through CSA and MHI support and other funding sources developed by the family organization. In addition to the revenue stream generated by providing family partner services, it is anticipated that the family organization will conduct fundraising efforts similar to those of other locally-based 501-C3 nonprofit agencies.

Organizations Supporting the Project:

National Alliance on Mental Illness of Northern Virginia
 National Federation of Families for Children’s Mental Health
 Fairfax Partnership for Youth
 Parent Educational Advocacy Training Center
 The Arc of Northern Virginia
 Parents of Autistic Children of Northern Virginia
 Formed Families Forward
 The Autism Society of Northern Virginia
 United Methodist Family Services

ADMINISTRATIVE - 4

Supplemental Appropriation Resolution AS 14078 for the Fire and Rescue Department to Accept Grant Funding from the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

ISSUE:

Board of Supervisors' approval of Supplemental Appropriation Resolution AS 14078 for the Fire and Rescue Department (FRD) to accept grant funding in the amount of \$3,136,843 from the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. Funding will support up to 19/19.0 FTE merit firefighter positions from November 8, 2013 to November 7, 2015. There is no Local Cash Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required Fairfax County contribution over the two year period is \$435,442 bringing total funding for this initiative to \$3,572,285. It is anticipated that over the two year period, the Fire and Rescue Department will have the flexibility to fully fund the County contribution of \$435,442 (\$217,721 each year).

As the Board may recall, a Board item was submitted on February 28, 2012 requesting approval to apply for 2012 SAFER funding. This Board item was submitted in advance of the release of the 2012 SAFER guidance from FEMA due to the short turnaround time between when the guidance is issued and when applications are due. When the actual 2012 SAFER guidance was released by FEMA, there were a number of changes which gave the County a more advantageous position to apply for funds. Specifically, the new SAFER guidance focused on the re-hiring of uniformed positions eliminated as a result of budget reductions and it dropped the requirement to maintain the positions for one year after grant funding is expended. As a result of the new guidance, the FRD applied for up to 19/19.0 FTE merit firefighter positions; the number of uniformed positions eliminated as part of the FY 2010 budget process.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 14078 for the Fire and Rescue Department to accept grant funding in the amount of \$3,136,843 from the U.S. Department of Homeland Security and the Federal Emergency Management Agency for the SAFER grant program. Funding will support 19/19.0 FTE merit firefighter positions for a two year period. There is no Local Cash

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Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required Fairfax County contribution over the two year period is \$435,442 bringing total funding for this initiative to \$3,572,285.

TIMING:

Board approval is requested on September 24, 2013.

BACKGROUND:

The purpose of SAFER is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire related hazards as prescribed by the National Fire Protection Association (NFPA) standards. NFPA 1710, section 5.2.2.2.1, states truck companies shall be staffed with a minimum of four firefighters. Achieving industry standard staffing levels will increase firefighter safety, reduce injuries and provide citizens with the best chance of rescue and survival. FRD will utilize SAFER funds by adding 19/19.0 FTE merit firefighter positions and thus bringing five truck companies (each with three shifts) into compliance with NFPA safe-staffing standards. Fairfax County truck companies are currently staffed below recommended standards - with only three person crews. Accomplishing the objective of staffing ladder trucks with four person crews is FRD's top safe staffing priority.

The County is not required to retain SAFER-funded firefighters beyond the two year period. However, grantees are required to maintain the number of authorized funded positions as declared at the time of application plus the awarded firefighter positions throughout the two year period of performance. Additionally, while there is no requirement to continue funding these positions after grant funding expires, if the Board chooses to continue these positions, funding of approximately \$1.8 million will need to be included in the FY 2016 budget for this effort. It should also be noted that in order to fully implement the fourth on truck on the remaining nine units, an additional 32/32.0 FTE merit positions are needed at an approximate cost of \$3.0 million.

Crew size is a crucial factor affecting the capability to accomplish critical fireground tasks on-scene safely, efficiently, and effectively. Without sufficient staffing to accomplish vital tasks simultaneously, some tactical objectives must be delayed placing firefighters and citizens at risk. In 2010, the National Institute of Standards and Technology (NIST) conducted a study of firefighter crew sizes. The study demonstrated a four person crew was the minimum necessary to provide effective forcible entry, ventilation, search and rescue of trapped occupants. FRD committed staff to participate

in over 60 of the fire experiments in this study; therefore, the findings are particularly relevant to Fairfax County operations.

A further benefit of adding the fourth firefighter/paramedic crew member is that by adding a paramedic to truck companies, advanced life support (ALS) capability will be provided on-scene more quickly, especially when ALS engine companies or ALS units are already assigned to other events. This will provide a paramedic on-scene with any first arriving unit, allowing emergency medical intervention to be initiated immediately, and improving advanced life support response times.

FRD received notification of award in late August 2013 and although the Board has not yet accepted the award, per SAFER guidelines, the allowed 90-day recruitment begins the day the award is offered. The two year grant performance period begins immediately after the 90-day recruitment period. The grant period of performance is November 8, 2013 through November 7, 2015.

FISCAL IMPACT:

Funding in the amount of \$3,136,843 has been received from the U.S. Department of Homeland Security and the Federal Emergency Management Agency for the SAFER grant program. There is no Local Cash Match directly associated with accepting the grant funds; however, costs associated with training, equipment, and overtime are not covered by the grant and must be funded by the County. Therefore, the required Fairfax County contribution over the two year period is \$435,442 bringing total funding for this initiative to \$3,572,285. It is anticipated that over the two year period, the Fire and Rescue Department will have the flexibility to fully fund the County contribution of \$435,442 (\$217,721 each year).

This grant does allow for the recovery of indirect costs; however, because the SAFER grant awards are highly competitive, the FRD did not include indirect costs as part of the application.

CREATION OF NEW POSITIONS:

A total of 19/19.0 FTE merit positions will be created through this grant award. The County is under no obligation to continue funding these positions once grant funding is expended. However, grantees are required to maintain the number of authorized funded positions as declared at the time of application plus the awarded firefighter positions throughout the period of performance.

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ENCLOSED DOCUMENTS:

Attachment 1 – Supplemental Appropriation Resolution AS 14078
Attachment 2 – Award Letter

STAFF:

David M. Rohrer, Deputy County Executive
Richard R. Bowers, Fire Chief, Fire and Rescue Department
Cathy Maynard Rose, Grants Coordinator, Fire and Rescue Department

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 14078

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on September 24, 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:	G9292, Fire and Rescue Department	\$3,572,285
Grant:	1920027-2014, SAFER Grant	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$3,572,285
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$3,136,843
County Contribution, \$435,442

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mrs. Cathy Maynard
Fairfax County Fire and Rescue Department
4100 Chain Bridge Road
Fairfax, Virginia 22030-7000

Re: Grant No.EMW-2012-FH-00569

Dear Mrs. Maynard:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$3,136,843.00. The Federal share is \$3,136,843.00 of the approved amount and your share of the costs is \$0.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via an amendment request, from FEMA.

Once your period of performance has begun, and if your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE - Hiring program

GRANTEE: Fairfax County Fire and Rescue Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2012-FH-00569

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of

award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via an amendment request, from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Staffing for Adequate Fire and Emergency Response grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Staffing for Adequate Fire and Emergency Response program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **08-NOV-13 to 07-NOV-15**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel:	\$2,048,124.00
Fringe Benefits	\$1,088,719.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$3,136,843.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Jacqueline Lee at Jacqueline.Lee@fema.dhs.gov.

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Staffing for Adequate Fire and Emergency Response Program Guidance.

Article VIII - Financial Reporting

Recipients of a SAFER grant will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425 (SF-425). The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit an FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: The Program Specialist is responsible for the technical and programmatic monitoring

of the stages of work and performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant please call the AFG help desk at 866-274-0960 to be directed to a specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Jacqueline Lee at Jacqueline.Lee@fema.dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2012-FH-00569	2. AMENDMENT NO. 0	3. RECIPIENT NO. 54-0787833	4. TYPE OF ACTION AWARD	5. CONTROL NO. W497229N		
6. RECIPIENT NAME AND ADDRESS Fairfax County Fire and Rescue Department 4100 Chain Bridge Road Fairfax Virginia, 22030-7000	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Andrea Gordon 202-786-9462		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472			
9. NAME OF RECIPIENT PROJECT OFFICER Cathy Maynard	PHONE NO. 7032462315	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960			
11. EFFECTIVE DATE OF THIS ACTION 08-NOV-13	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:08-NOV-13 To:07-NOV-15 Budget Period From:01-NOV-12 To:30-SEP-13			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL

		XXXX-XXXX-X		+ OR (-)		COMMITMENT
SAFER	97.083	2013-1C-C211-P4000000-4101-D	\$0.00	\$3,136,843.00	\$3,136,843.00	\$0.00
TOTALS			\$0.00	\$3,136,843.00	\$3,136,843.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Katrice Hagan

DATE
11-JUL-13

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ACTION – 1

Approval of the Issuance by the Fairfax County Redevelopment and Housing Authority of its Multifamily Housing Revenue Bonds for the Benefit of The Residences at Government Center (Braddock District)

ISSUE:

Board of Supervisors approval of the issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of multifamily housing revenue bonds in an amount not to exceed \$29,000,000 for the benefit of The Residences at Government Center.

RECOMMENDATION:

The County Executive recommends approving the issuance of Multifamily Housing Revenue Bonds by the FCRHA in an amount not to exceed \$29,000,000, as part of the overall financing for The Residences at Government Center.

TIMING:

Immediate.

BACKGROUND:

Pursuant to the Virginia Public-Private Educational Facilities and Infrastructure Act of 2002 as amended (PPEA), the Board entered into a comprehensive agreement (Comprehensive Agreement) in 2008 with Dallas-based JPI Development Services (JPI) to build and operate an innovative, high quality, mixed-income, 270-unit apartment complex on its Government Center campus. The Board, using no cash of its own, will leverage an investment of \$55 million by JPI's Assignee, Jefferson Apartment Group (JAG), through a long-term ground lease of the 8.9 acre board-owned site. The site is a part of the 86.6 acre Government Center campus. The project will include green building, low impact and sustainable design features, and amenities such as garage parking, fitness and children's play areas, a conference room and outdoor courtyards, and will be connected to the adjacent Government Center by a trail system. Located across the street from Fairfax Corner's restaurants, shopping and movie theaters, the apartment complex will be close to transportation networks, including the Fairfax Connector bus system. JAG anticipates obtaining all County plan approvals in 2013, with the first apartments available December 2014.

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Fairfax Corner Partners, LLC has been formed as the tax credit entity for the purpose of this transaction. The general partner will be Fairfax Corner General Partners, LLC, which consists of Jefferson At Fairfax Corner, LLC and Stratford Capital Group, LLC (Stratford Capital). The limited partners will be Stratford Fairfax Investors LP and Stratford SLP, Inc.

JAG, headquartered in McLean, Virginia, is a full-service real estate firm specializing in multifamily and mixed-use real estate investments through acquisition, development, construction and property management services.

JAG was founded in 2009 by James A. Butz and Gregory A. Lamb, former East Coast principals of Texas-based multifamily developer JPI. Together with investors from Akridge of Washington, D.C., they completed the buyout of JPI East. JAG has a current portfolio of fourteen (14) properties with a total of 3,550 units.

Stratford Capital is a member of Stratford Capital Group, an integrated group of commonly owned companies. These member companies are involved in various facets of multifamily real estate development, investment banking and financing. Over the last five years, Stratford Capital has underwritten, sponsored and syndicated private equity in 71 multifamily rental apartment properties totaling 10,100 units in 25 states.

Land Information

The site is owned by the Board and will be leased to the Fairfax Corner Partners, LLC (hereafter "the LLC") under an unsubordinated, 99-year lease agreement for a one-time payment of \$100. At the end of the lease period, the Board will have ownership of the land and all improvements thereon. The LLC has entered into a Contract to Ground Lease with the Board, pursuant to the Comprehensive Agreement. The Ground Lease will be executed at the time of the financing closing, which is projected to be in October 2013.

Property Description

The Residences at Government Center will be built on an 8.9-acre site located on the Fairfax County Government Center campus (see Attachment 2 – Vicinity Map and Attachment 3 – Site Map). The property will be a LEED-certified, 270-unit apartment complex. Units will be affordable to households earning 50 to 60 percent of the Area Median Income (AMI). A minimum 20 percent of the units will be affordable to households at or below 50 percent AMI. The complex will incorporate green building, universal and sustainable design features. The Residences will be marketed to County and school employees and others in the general workforce.

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The Residences at Government Center received joint recognition by the Washington Smart Growth Alliance and the ULI Terwilliger Center for Workforce Housing for its innovative approach to providing workforce housing.

Potential Benefits

1. The property will provide 270 new units affordable at 50 and 60 percent of AMI under a long-term ground lease with Fairfax County.
2. The property will remain affordable for a total of 99 years pursuant to the provisions of the ground lease and an Extended Use Agreement that will be entered into under the Low Income Housing Tax Credit program.
3. The property will be affirmatively marketed to County employees and those working nearby.
4. The property will incorporate green building, universal and sustainable design features. It will also be LEED-certified.
5. The FCRHA will have a Right of First Purchase, should the LLC wish to sell or transfer its leasehold interest.
6. This property is new construction located near shopping centers and transportation.

Affordability

Twenty (20) percent of the units will be affordable to households with incomes at or below 50 percent of AMI (\$53,650 for a family of four). The remaining units will be affordable to households with incomes, at or below 60 percent of AMI (\$64,380 for a family of four).

The following table provides 2013 rental information:

Unit Type	Units	Gross Rent	Utility Allowance	Net Rents
50 % AMI				
Efficiency	7	\$940	\$95	\$845
1 BR/1 BA	25	\$1,006	\$111	\$895
2 BR/2 BA	19	\$1,207	\$149	\$1,058
3 BR/2 BA	3	\$1,395	\$181	\$1,214
60% AMI				
Efficiency	30	\$1,128	\$95	\$1,033
1 BR/1 BA	100	\$1,208	\$111	\$1,097
2 BR/2 BA	75	\$1,429	\$149	\$1,280
3 BR/2 BA	11	\$1,674	\$181	\$1,493

The tenants will pay utilities. The utility allowances estimated by the engineers are based on the LEED certification for green building. The LLC will submit a request to the

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Virginia Housing Development Authority (VHDA) to accept the allowances provided by the engineers.

Financing

The FCRHA, at its March 7, 2013 meeting, approved the issuance of tax-exempt and taxable bonds in an amount not to exceed \$29,000,000, the holding of a public hearing; and application to Virginia Department of Housing and Community Development (VADHCD) for the private activity bond allocation. A public hearing by the FCRHA on the proposed bond issue, pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), was held on April 25, 2013. It is anticipated that the FCRHA will approve the final bond issue at its meeting on October 24, 2013.

The LLC has submitted an application requesting \$27,000,000 for bond financing to the FCRHA. However, in order to provide flexibility in the event of cost increases, the LLC is requesting a bond issuance of up to \$29,000,000. The final bond amount will be determined before the closing and upon completion of full underwriting. The FCHRA will request an allocation for private activity tax-exempt bond volume cap from the VADHCD.

The bonds will be structured so that neither the FCRHA, the County nor the bond holders will be at risk. This is done by cash collateralizing the bonds 100 percent through an FHA insured mortgage made by Wells Fargo. Furthermore, these bonds will be nonrecourse to the FCRHA. This structure allows the developer to bring additional equity to the project through Low Income Housing Tax Credits.

TIME LINE:

The estimated timetable of closing actions follows:

Issuance of a Declaration of Intent (Inducement Resolution)	February 21, 2013
Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing	April 25, 2013
Phase I Environmental recommendations address in a manner acceptable to the FCRHA in the final report	May 2013
Appraisal as required by the FHA mortgage lender	June 2013
Tax credit application submitted and allocation received	September 2013
Private activity bond application approved and allocation awarded by VADHCD	September 2013
Bond counsel drafts documents required for closing (Bond Indenture, Loan Agreement, etc.)	October 2013
Issuer final bond resolution	October 24, 2013
Underwriter prices and contracts to purchase/sell the bonds	October/November 2013

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Bond purchase agreement/private placement agreement	October/November 2013
Final Official Statement/Remarketing Supplement	October/November 2013
Bond Closing	November/December 2013

FISCAL IMPACT:

Debt payment on the bonds will be the responsibility of the project owner and the bonds will be nonrecourse to the FCRHA. The FCRHA will receive an issuer's fee at the time of closing in October 2013. The fee is estimated to be \$153,000 and will go into Fund 810-C81000, FCHRA General Operating Fund. The FCRHA will also receive an annual monitoring fee, over the two year construction period; the total monitoring fees are estimated to be \$135,000. Following the construction period the annual monitoring fee will be \$15,000. The monitoring fees will go into Fund 810-C81000, FCHRA General Operating Fund. An application fee of \$5,000 has already been received.

ENCLOSED DOCUMENTS:

Attachment 1 - Bond Resolution
Attachment 2 - Vicinity Map
Attachment 3 – Site Map

STAFF:

Patricia D. Harrison, Deputy County Executive
Paula C. Sampson, Director, Department of Housing and Community Development
John Payne, Deputy Director, Real Estate, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management Division, HCD
Michael Pearman, Portfolio Manager, Real Estate Finance and Grants Management Division, HCD

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RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, September 24, 2013, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Redevelopment and Housing Authority (Authority) of Fairfax County, Virginia desires to issue, sell, and deliver its tax-exempt and taxable Multifamily Housing Revenue Bonds (The Residences at Government Center Project) in an aggregate principal amount not to exceed \$29,000,000; and

WHEREAS, the Authority was established pursuant to Title 36 of the Va. Code Ann. (the Act), and pursuant to Section 36-19 of the Va. Code Ann., the Authority is authorized, among others, to make loans for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation project, or a rehabilitation district; and

WHEREAS, the proceeds of the Bonds will be used to finance the new construction of 270 units at The Residences at Government Center (the Project); and

WHEREAS, the Authority held a public hearing at 4500 University Drive, Fairfax, Virginia, on April 25, 2013, for which public notice was duly given on April 11, 2013 (being no fewer than 14 days prior to the date of the public hearing as required under the regulations applicable to Section 147(f) of the Internal Revenue Code of 1986, as amended), and also on April 18, 2013.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors:

1. For the purposes and only for the purposes of compliance with Section 147(f)(2)(B) of the Internal Revenue Code of 1986, as amended, the Board of Supervisors does hereby approve the issuance of Multifamily Housing Revenue Bonds for the Project in an aggregate principal amount not to exceed \$29,000,000.

2. The Board of Supervisors in no manner assumes any legal or moral obligation for the Bonds. The Bonds will be limited obligations of the Authority and payable from the revenues pledged thereto pursuant to the Trust Indenture pursuant to which the Bonds will be issued. As required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) and neither Fairfax County, Virginia, nor the Commonwealth of Virginia or any political subdivision thereof (other than the Authority)

shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority pledged thereto under the Indenture. The Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

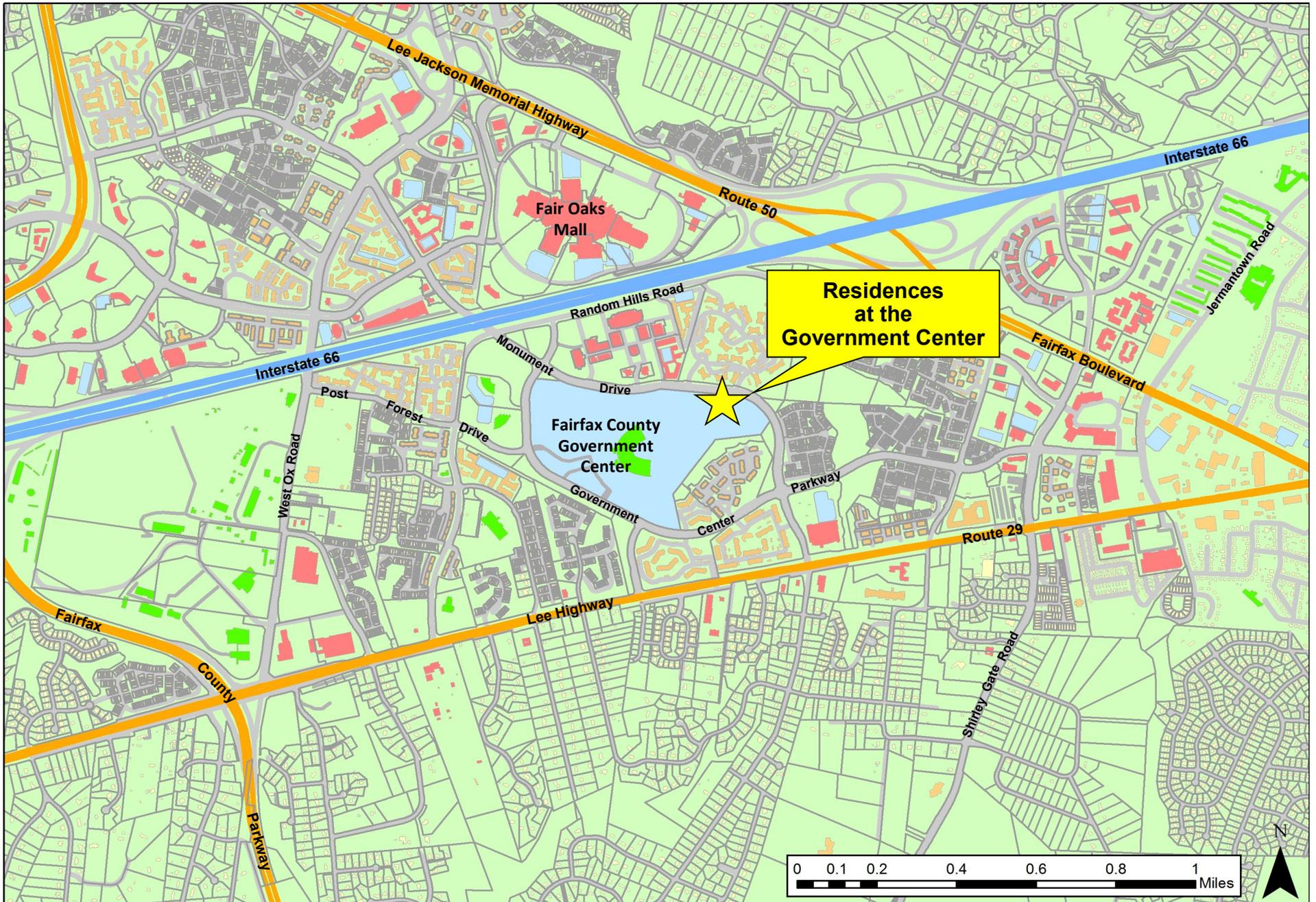
The Board expresses no opinion as to the merits of the Project or of its financing.

This Resolution shall take effect immediately.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Residences at the Government Center Vicinity Map



Residences at the Government Center Site Map



ACTION - 2

Approval of a Letter to the Virginia Department of Rail and Public Transportation Regarding the Report on Performance-Based Operating Assistance Allocation Methodology for Transit Funding

ISSUE:

Board of Supervisors' approval of comments to the Virginia Department of Rail and Public Transportation (DRPT) and Transit Service Delivery Advisory Committee (TSDAC) regarding their report on Performance-Based Operating Assistance Allocation Methodology for transit funding.

RECOMMENDATION:

The County Executive recommends that the Board approve the attached letter to the DRPT regarding the TSDAC's report and recommendations on Performance-Based Operating Assistance Allocation Methodology for transit funding.

The letter comments on the fact that the report was released to the public without updated model run information to determine impacts on future revenues. While updated information has since been provided, the concern remains that the public comment period began while issues that may impact projected allocations remain unresolved. Further, discussions are still ongoing regarding transit system sizing for the Washington Metropolitan Area Transit Authority (WMATA), a key component of the new allocation formula. Fairfax County's share is approximately half of Northern Virginia's local funding for WMATA, and an alteration of the sizing methodology for WMATA will impact the Commonwealth's transit assistance for WMATA's compact jurisdictions region and all transit services throughout Virginia. It is imperative that this issue be resolved quickly and equitably.

Additionally, the letter also notes that the report states submission of annual performance data will be due by October 31, 2013, for transit agencies operating on the state fiscal year and December 31, 2013, for those transit agencies operating on a federal fiscal year or that are part of a tri-state compact. It was our understanding that TSDAC recommended that the deadline be December 31, 2013, for all data. County staff supports December 31, 2013, as the deadline for all agencies. The letter notes that the County supports TSDAC's recommendation of December 31, 2013, which would create uniformity across all systems and provide sufficient time for Fairfax County to provide its data.

Lastly, the letter notes that the performance metrics being used in the operating allocation formula are being focused solely on efficiency and failing to address effectiveness, as is required by the underlying legislation, SB 1140 (2013).

TIMING:

The Board of Supervisors should act on this item on September 24, 2013, so that the County can provide comments to DRPT within the 45-day comment period, which ends on September 30, 2013.

BACKGROUND:

During its 2013 Session, the Virginia General Assembly passed SB 1140 which directed DRPT to investigate alternative ways to allocate formula transit assistance. The bill anticipates a new process for the allocation of state transit funding over \$160 million. This new formula for operating assistance is to be based on service delivery factors, effectiveness and efficiency. Funds under \$160 million, which is the approximate funding level in FY 2013, will continue to be allocated using the current method, which calculates a transit systems share of operating subsidy based on the proportion of its operating expenses compared to statewide operating expenses. The bill also provides that statewide capital funds would be distributed using a tiered approach based on asset need, and anticipated state participation level and revenues.

SB 1140 also created the TSDAC to work with the DRPT in the development of the performance-based operating assistance allocation methodology. The TSDAC and DRPT have met several times since the bill was passed, and have prepared a performance-based funding allocation formula for the transit operating assistance funding above \$160 million (new funds generated by HB 2313) for the next two years, noting that additional study will be required for FY 2016 and beyond. The allocation methodology will utilize certified performance data that have been collected and reported by the transit providers receiving state operating assistance grants.

The performance metrics used in the draft allocation model and the percent of available funding that will be allocated to each draft metric are:

- *Net Cost per Passenger (50%)*: Total operating costs less depreciation and any operating income derived from a source other than subsidy divided by ridership.
- *Customers per Revenue Hour (25%)*: Ridership divided by revenue hours
- *Customers per Revenue Mile (25%)*: Ridership divided by revenue miles

In addition to performance metrics, TSDAC has developed a weighting system based equally on the most recent annual ridership and most recent audited operating cost available (net of depreciation, projects funded in other DRPT programs, and non-transit related expenses.) The weighting system, designed to level the playing field for all transit systems, will be used in the operating allocations formula.

In the first year of funding (FY 2014), DRPT will prepare a mid-year allocation based on a self-comparison of each transit agency, which will be based on the percent change in

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September 24, 2013

the performance metrics noted above from FY 2011 to FY 2012. In FY 2015, the allocation will be based on the rolling average using FY 2011, FY 2012, and FY 2013 data.

TSDAC and DRPT have noted that other items will require additional time to study and discuss before FY 2016 and future years can be finalized.

TSDAC has also begun discussing the tiered approach for capital funding. However, that methodology is not completed, and will have its own public comment period and hearing, as required by SB 1140.

FISCAL IMPACT:

The exact fiscal impact of the change in transit assistance in the future is still uncertain. Due to the increase in funds provided by HB 2313 at least an additional \$51 million should be available, statewide, for an FY 2014 mid-year allocation for operations assistance based on the new formula. Of those new funds, it is estimated that the Fairfax Connector will receive an additional \$4 million, WMATA will receive an additional \$27 million, and the Virginia Railway Express (VRE) will receive an additional \$2 million. This formula will impact operating assistance in FY 2015, as well, thereby impacting the County's allocations to those systems. County staff will provide updated information when it is available. At this time, County staff does not have the data to compare these estimated allocations using the new formula with allocations that would have occurred using the original formula.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Letter to the Virginia Department of Rail and Public Transportation with Comments on the Performance-Based Operating Assistance Allocation Methodology for Transit Funding

Attachment II: DRAFT TSDAC Performance Based Operating Assistance Allocation Methodology Report

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Coordination and Funding Division, FCDOT
Noelle Dominguez, Coordination and Funding Division, FCDOT

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SHARON BULOVA
CHAIRMAN

COMMONWEALTH OF VIRGINIA
County of Fairfax
BOARD OF SUPERVISORS

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September 25, 2013

The Honorable Thelma Drake, Director
Virginia Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, Virginia 23219

Reference: Fairfax County Comments on Performance-Based Operating Assistance Allocation Methodology for Transit Funding

Dear Director Drake:

On behalf of the Fairfax County Board of Supervisors, I am transmitting Fairfax County's comments regarding the Virginia Department of Rail and Public Transportation (DRPT) and Transit Service Delivery Advisory Committee (TSDAC) Report on Performance-Based Operating Assistance Allocation Methodology for Transit Funding. These comments were endorsed by the Fairfax County Board of Supervisors on September 24, 2013.

As you know, transit service is critically important to Fairfax County and Northern Virginia. Currently, Northern Virginia receives about 75 percent of the available transit funding due to the amount of transit service and riders within the region. The County provides transit options for our citizens through the Fairfax Connector, Virginia Railway Express (VRE), and the Washington Metropolitan Area Transit Authority (WMATA)'s Metrorail and Metrobus. Any change to transit formulas, whether operating or capital will have a large impact on the County. As such, our comments are as follows:

- We would like to thank the TSDAC for its openness and public comment availability. Allowing those in attendance to have the opportunity to comment at every meeting ensures that throughout the committee's deliberations input is provided by those who are interested.
- The Board is concerned that the Draft Report was released without updated model run information that would determine impacts on future revenues. Transit systems were required to submit updated transit data by July 26, 2013, to ensure that DRPT would have sufficient time to run the model. While some updated information has since been provided, it is concerning that this was done so after the public comment period began.
- It is our understanding that discussions are still ongoing regarding transit system sizing for WMATA. This methodology must appropriately reflect those transit trips taken in Virginia. This should be based on boardings and alightings within the Commonwealth,

rather than residency or other methodologies not based specifically on ridership. As you know, Fairfax County's share is approximately half of Northern Virginia's local funding for WMATA. Further, as the largest transit provider in the Commonwealth, any alteration of the sizing methodology for WMATA that impacts the Commonwealth's transit assistance for WMATA's compact jurisdictions will impact not only Northern Virginia, but all transit services throughout the state. As this data impacts the proposed FY 2014 mid-year allocation and the future FY 2015 allocation for those funds over \$160 million each year, this information is vital as we prepare our budgets for the remainder of this year and for the next fiscal year. It is imperative that this issue be resolved equitably, and all the transit systems be able to comment on how the WMATA allocation is resolved.

- The report notes that performance data is due by October 31, 2013, for transit agencies operating on the state fiscal year and December 31, 2013, for those transit agencies operating on a federal fiscal year or that are part of a tri-state compact. It was our understanding that TSDAC recommended that the deadline be December 31, 2013, for all data and supports December 31, 2013, as the deadline for all agencies. Fairfax County supports TSDAC's recommendation of December 31, 2013, for performance data submission, as it would create uniformity across all systems and provide Fairfax County sufficient time to provide its data.
- SB 1140 requires that service delivery factors be based on effectiveness and efficiency. Incentives already exist for transit properties to be as efficient as possible due to large infusions of local tax dollars and the need for competitive fares. Transit properties already employ performance metrics such as on-time comparisons, route evaluations, revenue miles per employee, and ridership per mile or hour. The proposed performance model includes metrics pertaining to efficiency, but none related to the effectiveness. In fact, the performance metrics used in the methodology could adversely impact the need to: serve low income, elderly, and disabled populations; and reduce congestion. It is imperative that as TSDAC, DRPT, and the CTB work with transit providers to ensure economic benefits generated by reliable, convenient transit service are included, such as: reducing congestion (vehicle miles travelled) enabling commerce to flow, increasing job access, household savings, allowing the elderly and disabled to live independently and reduced environmental costs.

Thank you for your time and consideration. If you have any questions or need additional information, please contact Noelle Dominguez of the Department of Transportation at Noelle.Dominguez@faifaxcounty.gov or 703-877-5600.

Sincerely,

Sharon Bulova
Chairman

The Honorable Thelma Drake

September 25, 2013

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Cc: Sean Connaughton, Virginia Secretary of Transportation
Members, Fairfax County Board of Supervisors
Edward L. Long Jr, County Executive
Robert A. Stalzer, Deputy County Executive
Catherine Chianese, Assistant County Executive
Tom Biesiadny, Director, Department of Transportation
Claudia Arko, Legislative Director

**REPORT OF THE
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION and
TRANSIT SERVICE DELIVERY ADVISORY COMMITTEE**

**PERFORMANCE-BASED OPERATING ASSISTANCE
ALLOCATION METHODOLOGY**

DRAFT
August 16, 2013

OVERVIEW

In 2011, the General Assembly passed Senate Joint Resolution (SJR) 297 that directed the Virginia Department of Rail and Public Transportation (DRPT) to study key issues relating to the distribution of funding to transit agencies within the Commonwealth of Virginia. Specifically, the legislation called for the examination of Virginia's current transit funding practices with respect to performance, prioritization, stability, and allocation. The goal of the overall study was to assist the General Assembly as it considers how changes to the distribution methods for its capital and operating programs could help improve the effectiveness of public transportation funding. DRPT completed its work in December 2012 and delivered a report to the General Assembly (Senate Document No. 11). Subsequently, the 2013 General Assembly reacted to the SJR 297 findings and passed Senate Bill (SB) 1140 that established a new process for the allocation of state transit funding. The General Assembly also created a Transit Service Delivery Advisory Committee (TSDAC) to work with the DRPT in the development of the performance-based operating assistance allocation methodology.

The TSDAC and DRPT have prepared a performance-based funding allocation methodology that will be utilized to distribute transit operating assistance funding above \$160M annually through a phased approach. The first phase will consist of a mid-year performance-based operating assistance allocation for FY 2014; performance will be based on the percent change between FY 2011 and FY 2012. The second phase will include a full year performance-based operating assistance allocation for FY 2015; performance will be based on a two-year rolling average using FY 2011, FY 2012, and FY 2013 performance data. Phase I and Phase II will base the operating assistance funding allocation on a performance-based model that incorporates standard performance measures, as defined by the Federal Transit Administration (FTA) and published in the DRPT Grantee Handbook. TSDAC's performance-based operating assistance allocation methodology will utilize certified performance data that have been collected and reported by the transit providers receiving state operating assistance grants.

PERFORMANCE METRICS

The performance metrics used in the TSDAC performance-based operating assistance allocation model and the percent of available funding that will be allocated to each metric are defined below:

Net Cost per Passenger (50%): Total operating costs less depreciation and any operating income derived from a source other than taxpayers divided by ridership. (An example of a non-operating income item would be interest income.)

Customers per Revenue Hour (25%): Ridership divided by revenue hours

Customers per Revenue Mile (25%): Ridership divided by revenue miles

Transit System Sizing: Based equally on the most recent annual ridership and most recent audited operating cost available net of depreciation, projects funded in other DRPT programs, and non-transit related expenses

RELATED DEFINITIONS:

Operating Cost (system sizing and performance metric) and Ridership

The operating cost and ridership, as defined below, will be used to size each transit operator relative to all transit operators eligible for state operating assistance in the Commonwealth of Virginia. Operating cost will also be used in the performance metric, as defined below.

- **Operating Cost for System Sizing:** Most recent audited operating cost available, net of depreciation, projects funded in other DRPT programs, and non-transit related expenses. New transit service will be based on budgeted operating costs for the year of implementation until audited operating costs are available
- **Operating Cost for Performance Metric:** Total operating costs less depreciation and any operating income derived from a source other than taxpayers divided by ridership. (An example of a non-operating income item would be interest income.) New transit service will be based on budgeted operating costs for the year of implementation or until audited operating costs are available
- **Ridership:** Unlinked passenger trips
- **Unlinked Passenger Trips:** The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Fixed Route and Commuter Bus Service

The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either:

- Directly pay fares
- Are subsidized by public policy, or
- Provide payment through some contractual arrangement.
- Vehicles operated in fare free service are considered in revenue service. Revenue service includes:
 - Layover / recovery time that has been incorporated into the route schedule
 - Revenue service excludes:
 - Deadhead
 - Vehicle maintenance testing
 - School bus service
 - Charter service

Revenue hours and miles for conventionally scheduled services, are comprised of two elements:

- **Running Time:** The time it takes your transit vehicle to travel from the beginning to the end of the transit route. Your agency's passenger timetable typically shows the running times for all trips operated by your agency
- **Layover and Recovery Time:** The layover and recovery time typically is scheduled at the end of each trip and usually ranges from 10 to 20 percent of the running time. The time is scheduled to provide the transit operator a rest break and to provide opportunity to get the transit service back on schedule if it was running late on the last trip.

Demand Response Service

The definition of revenue miles and revenue hours is slightly different than that for conventionally scheduled service.

- **Revenue Time:** Includes all travel time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point

Deadhead

Deadhead is the mileage and operating time needed to move your transit vehicle before revenue service begins and after revenue service ends. When transit vehicles are deadheading, they operate closed-door and are not available to passengers. Deadhead in fixed route and/or commuter services can involve travel between:

- The garage and the beginning of a route
- The end of one route and the start of a second route, or
- The end of a route and the garage

Note that bus deadhead includes mileage and time when your vehicle is not advertised as available for the general public, but is traveling to its first publicly advertised stop from the garage or to the garage from the last publicly advertised stop. For a vehicle to be considered in fixed route and/or commuter revenue service there must be a marked stop which is advertised in your schedules and an indication on your bus (e.g., head sign, window board) that it is in revenue service.

For non-fixed route services, deadheading can involve travel between:

- The garage and the dispatching point
- The garage and the first passenger pick-up
- The last passenger drop-off and the dispatching point
- The last passenger drop-off and the garage, or
- The dispatching point and the garage

IMPLEMENTATION PLAN:

Phase I – Year 1 Transition Period (FY 2014)

DRPT will prepare a FY 2014 mid-year performance-based allocation of new funding above \$160M that will be generated beginning on July 1, 2013 as a result of the historic transportation package passed by the 2013 General Assembly.

FY 2014 Mid-Year Performance-Based Operating Assistance Allocation:

- Performance will be based on a self comparison for each grantee based on the percent change from FY 2011 to FY 2012 for the FY 2014 mid-year performance-based operating assistance allocation

Phase II – Year 2 Transition Period (FY 2015)

Operating assistance funding above \$160M in FY 2015 will be allocated based on the same performance-based allocation model, methodology and performance data collection as in the FY 2014 mid-year performance-based operation assistance allocation.

FY 2015 Performance-Based Operating Assistance Allocation

- Performance will be based on a two-year rolling average using FY 2011, FY 2012, and FY 2013 performance data.
- FY 2013 certified performance data must be submitted in OLGA by October 31, 2013 for transit agencies operating on the state fiscal year. For transit agencies operating on a federal fiscal year and transit agencies that are part of a tri-state compact, performance data must be submitted in OLGA by December 31, 2013. If grantees do not provide their data to DRPT by the deadline they will not be eligible for the FY 2015 performance-based operating assistance allocation.

Phase III - Future Year Allocation (FY 2016 and Beyond)

TSDAC and DRPT have identified items related to the performance-based operating assistance allocation methodology that will require additional time to study, discuss, and test before the TSDAC’s performance-based operating assistance allocation methodology for FY 2016 and beyond will be finalized.

Stakeholder and public involvement will be conducted as part of Phase III.

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 (Attachment 1) 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 September 24, 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:
 - o Construction of an exterior ramp to the primary entrance to the original building;
 - o Installation of non-skid flooring in high traffic areas;
 - o Reconfiguration of 50% of the Assisted Living units (13 units total) to provide accessible means of ingress/egress and accessible bathrooms;
 - o Reconfiguration of 5% of the Independent Living units (2 units total) to provide accessible entrance, kitchen, bathroom, and closet; and
 - o 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:
 - o 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;
 - o 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;
 - o The new standby power generator will have sufficient capacity to power the entire building complex for up to 24 hours;
 - o 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;
 - o The new fire alarm system will significantly enhance safety;

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- 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.

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 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.

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September 24, 2013

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 September 24, 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 and agrees 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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ACTION - 4

Approval of Funding for Bus Service Between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex

ISSUE:

Board approval of funding to continue operating the bus service between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex for the remainder of FY 2014.

RECOMMENDATION:

The County Executive recommends the Board approve funding to continue operating the bus service between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex.

TIMING:

Action should be taken on this item on September 24, 2013, to facilitate the continuation of this service beyond October 1, 2013, because the service no longer qualifies for the Federal funding it is currently receiving.

BACKGROUND:

When the Udvar-Hazy Air and Space Museum Annex opened, shuttle bus service between the museum and the airport was primarily funded by a Federal grant made available through the Virginia Department of Rail and Public Transportation (DRPT). These funds are available to eligible rural operators through the Section 5311 program. Virginia Regional Transit is the current operator of the service between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex. This service is still currently funded by the Section 5311 grant program with a local match of \$26,000 per year from Fairfax County, and from Loudoun County.

Following the 2010 Census, most of Loudoun County was no longer qualified for Section 5311 funding, because of increased population density. As a result, this grant program is no longer available to fund the service between Dulles Airport and the Udvar-Hazy Air and Space Museum Annex.

Fairfax and Loudoun Counties are now being asked to share the total cost of this service equally. The total cost of this service for the remainder of FY 2014 is \$161,460, and Loudoun County has agreed to pay half (\$80,730), if Fairfax County pays half

Board Agenda Item
September 24, 2013

(\$80,730). The ongoing annualized cost to operate this service is estimated be \$215,280, with each county contributing \$107,640 per year, if the service is continued in FY 2015.

FISCAL IMPACT:

If this action is approved, the County will contribute \$80,730 for its half of the cost to operate this service for the remainder of FY 2014. Funds are available in Fund 40000 (County Transit Systems) to cover this cost in FY 2014. Operating costs for FY 2015 and beyond will be included in those budget requests.

ENCLOSED DOCUMENTS:

Attachment I: Invoice from Virginia Regional Transit for FY 2014 Bus Service from Dulles Airport to the Udvar-Hazy Air and Space Museum Annex.

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Jim Ash, Chief, Administration Section, FCDOT



Virginia Regional Transit

109 N Bailey Lane
Purcellville, Virginia 20132
(877)777-2708 fax (540)338-0690

Invoice No. FFX 2012-13

INVOICE

Customer

Name Fairfax County Office of Transportation
Address Attn: Tom Biesiadny
Address 4050 Legato Road Suite 404
City Fairfax VA 22035-5511
Phone

Date 8/30/2013
Purchase # Air/Space Museum
Terms Due Upon Receipt
Sales Person

Qty	Description	Unit Price	TOTAL
	AIR & SPACE MUSEUM ROUTE		
	Service from Dulles to Air & Space Museum Monday - Friday 10:00am - 5:30pm Saturday - Sunday 11:00am - 5:30pm		
1	2,340 hours per year of service @ \$69.00 per hour	\$161,460.00	\$161,460.00
-1	Loudoun County Portion of Funding 50%	\$80,730.00	(\$80,730.00)
		SubTotal	\$80,730.00
		Taxes	
		TOTAL	\$80,730.00

Payment Details

Cash
Check

Thank You For Your Business!



March 29, 2013

Fairfax County Department of Transportation
Director of Transportation, Tom Biesiadny
4050 Legato Road Suite 400
Fairfax, VA 22033-2895

Dear Mr. Biesidny,

Per our meeting on March 28, 2013 regarding the rural 5311 funding program that is no longer an option to Virginia Regional Transit for this service as per the Department of Rail and Public Transportation. The following is a budget request for 9 months of service from October 1, 2013 through June 30, 2014.

TRANSPORTATION SERVICE BUDGET REQUEST

October 1, 2013 through June 30, 2014

Air & Space Museum Bus

Bus #1 8.5 hours per day Monday – Friday
8.5 hours per day Saturday - Sunday

60 hours per week @ 39 weeks per year = 2,340 hours Oct 2013 – June 30, 2014.
2,340 hours per year @ \$69.00 per hour = \$161,460.00 annual cost of operation.

\$ 161,460.00 @ 50% = \$ 80,730.00 local match requested from Fairfax County

\$ 80,730.00 local match requested from Loudoun County

Warm regards,

Kathy Finniff
Chief Financial Officer

ACTION - 5

Authorization for the Department of Transportation to Apply for FY 2020 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Program Funds and FY 2015 Virginia Department of Transportation Revenue Sharing Program Funds

ISSUE:

Board authorization is requested for the Department of Transportation to apply for FY 2020 Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality Program (CMAQ) Funds; and apply for a maximum of \$10,000,000 in FY 2015 Virginia Department of Transportation (VDOT) Revenue Sharing Program funds. These funds would be used to advance the projects listed below and described in Attachment I.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Transportation (DOT) to apply for FY 2020 RSTP and CMAQ funds. There is no Local Cash Match (LCM) required for the RSTP and CMAQ funds.

CMAQ and RSTP Projects

- I-66/Route 28 Improvements
- Tysons Roadway Improvements
- Rolling Road Widening (Old Keene Mill Road to Fairfax County Parkway)
- Route 7 Widening (Reston Avenue to the Reston Parkway)
- Route 236/Beauregard Street Intersection Improvements
- Columbia Pike Streetcar Project
- Countywide Transit Stores

The County Executive recommends that the Board authorize DOT to apply for FY 2015 VDOT Revenue Sharing funds; and approve the attached resolution (Attachment II) designating a maximum of \$10,000,000 in FY 2015 VDOT Revenue Sharing funds for the Route 29 widening (Legato Road to Shirley Gate Road), and I-66/Vienna Metrorail Accessibility and Capacity Improvements projects.

Revenue Sharing Projects

- Route 29 Widening (Legato Road to Shirley Gate Road)
- I-66 – Vienna Metrorail Accessibility and Capacity Improvements

There is a LCM of \$10,000,000 required for the Revenue Sharing funds. The Route 29 Widening project currently has \$6,500,000 in local funding currently allocated to satisfy this requirement. Staff has identified \$3,500,000 in the Commercial and Industrial Tax construction reserve to satisfy LCM requirements for I-66/Vienna Metrorail Accessibility and Capacity Improvements project.

If the applications are successful, staff will return to the Board for approval of appropriate grant agreement(s).

TIMING:

Board of Supervisors' authorization is requested on September 24, 2013, to meet the Northern Virginia Transportation Authority (NVTA) endorsement deadline of October 11, 2013; and VDOT's Board resolution requirement deadline of November 1, 2013 for Revenue Sharing.

BACKGROUND:

CMAQ/RSTP

The RSTP and CMAQ programs provide funds for regions that are designated air quality non-attainment areas to assist them in complying with Clean Air Act requirements. The Board previously approved RSTP and CMAQ allocations through FY 2019; and the NVTA has allocated RSTP and CMAQ funding through FY 2019. For FY 2020, VDOT estimates that in Northern Virginia, \$41.3 million will be available for distribution in the RSTP Program, and \$30.1 million will be available in the CMAQ Program.

The NVTA is requesting that jurisdictions endorse applications for RSTP and CMAQ funding prior to its meeting on October 24, 2013. The Commonwealth Transportation Board will subsequently consider the NVTA-approved list of projects in May or June 2014.

Revenue Sharing

During the 2012 General Assembly session, revisions were made to Section 33.1-23.05, the *Code of Virginia*, enabling the County to designate County funds for improvements to the primary and secondary roadway systems. These funds may be equally matched, up to \$10,000,000, by VDOT funds. The statewide annual program funding can vary between \$15,000,000 and \$250,000,000. This program is commonly referred to as the Revenue Sharing Program, and requires that VDOT match the local funds as a priority before allocating monies to its road systems. Therefore, the use of these funds results in a net increase of state funds available for transportation projects in the County.

On March 29, 2011, the Board endorsed a set of transportation funding policies and program allocations for transportation funding sources. This endorsement included direction that staff pursue funding for the projects on the Board's priority transportation list from all sources of transportation funding as they become available. Under this approach, staff analyzes each individual funding opportunity to determine not only the eligibility of each project on the Board's priority list, but also the level of competitiveness that each project will have under each source of funding. Upon analysis of the RSTP, CMAQ, and Revenue Sharing programs, staff has prepared a set of applications for each program and is seeking Board endorsement of these projects. These projects are shown in the bulleted list below. More detailed information is provided in Attachment 1.

On September 17, 2013, staff presented to the Board Transportation Committee an outreach plan to solicit public comment on funding projects through FY 2020. The plan examines all sources of revenues and determines what would be available from each source for funding currently unfunded projects, and assist in developing a comprehensive list of transportation priorities for the Board's consideration toward the end of CY 2013. However, CMAQ and RSTP applications for FY 2020 and Revenue Sharing applications for FY 2015 are all due this fall. Fairfax County must comply with the deadlines for these programs or lose funding in these years.

These proposed projects for CMAQ, RSTP and Revenue Sharing funding are based on the Board's action on March 29, 2011, as well as projects included in the Board of Supervisors' Four Year Transportation Program (approved July 10, 2012), testimony to the Commonwealth Transportation Board (CTB) regarding the VDOT Six-Year Program, and prior year submissions. Staff has not included any new projects for Board consideration for these grant applications. Final allocation of funds to these projects will be determined based on regional and national competitiveness, as well as the number of applications received and amounts requested. Should these applications be successful, staff will return to the Board for approval to allocate/appropriate funding and execute agreements.

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September 24, 2013

FISCAL IMPACT:

There is a Local Cash Match (LCM) of \$10,000,000 required for the Revenue Sharing funds. Current local funding in the amount of \$6,500,000 allocated to the Route 29 Widening project, and \$3,500,000 in the Commercial and Industrial Tax construction reserve will satisfy this requirement. There is no LCM required for the RSTP and CMAQ funds; as the state provides the matching funds. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I: List of Projects for RSTP, CMAQ, and Revenue Sharing

Attachment II: Resolution: Designation of FY 2015 Revenue Sharing Program Funds

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Ray Johnson, Sr. Transportation Planner, Coordination and Funding Division, FCDOT

Todd Minnix, Chief, Transportation Design Division, FCDOT

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

Projects for Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality (CMAQ) Program FY 2020 Funding, and Revenue Sharing Program FY 2015 Funding.

CMAQ/RSTP (proposed request in millions)	
I-66-Route 28 Interchange – Planned interchange improvements for the first phase of the project are estimated by the state to be \$50 million. The first phase is fully funded by the state through FY 2017. Total interchange improvements are estimated to be \$120-\$150 million.	\$18.0
Columbia Pike Transit Initiative (CMAQ) – This project is a joint effort with Arlington County to construct a streetcar project on Columbia Pike. This project will not only increase the reliability and efficiency of transit service along the corridor, but also encourage continued economic development in a corridor that has been identified as a revitalization area.	\$15.0
Countywide Transit Stores - These stores provide transit information, trip planning, fare media, and ridesharing information to area residents and visitors seeking alternatives to driving alone. From FY 2002 through FY 2019, CMAQ funding has been allocated to the operation of the countywide transit stores.	\$0.60
Tysons Roadway Improvements – This is a series of roadway improvements in the Tysons area that will improve/increase access to the future development planned for Tysons and the Dulles Rail project. Some of these projects may also include pedestrian and bicycle improvements. This request does not include funding for the planned grid of streets. CMAQ and RSTP allocations to Tysons Roadway Improvements serve as federal contributions to the Tysons Funding Plan.	\$9.0
Rolling Road Widening (Old Keene Mill to Fairfax County Parkway) - This project will widen Rolling Road from two to four lanes from Old Keene Mill Road to the Fairfax County Parkway; a length of approximately 1.4 miles. The project will include left and right turn lanes, stormwater management facilities, provide accommodations for pedestrian and bicyclists, and improve safety along the corridor. Traffic demand on this road is expected to increase over the next 20 years, due to the regional population and employment growth expected as the result of the Base Realignment and Closure (BRAC) Commission implementation in the Fort Belvoir area. This project is currently in the design phase and partially funded with federal funds.	\$9.0
Route 7 Widening (Reston Avenue to Reston Parkway) - This project will widen Route 7 to six lanes from Reston Avenue to Reston Parkway; a length of approximately 0.5 miles. The project will include left and right turn lanes, stormwater management facilities, provide accommodations for pedestrian and bicyclists, and improve safety along the corridor. This project is currently in design phase and needs additional funding to complete construction.	\$5.0

Route 236/Beauregard Street Intersection Improvements - The intersection of Little River Turnpike (Route 236) and Beauregard Street is likely to be impacted by increased demand over the next 20 years, due to the regional population and employment growth expected as the result of the Base Realignment and Closure (BRAC) Commission implementation in the Fort Bevoir area. Specifically, Beauregard Street is anticipated to be a popular route to the Mark Center for those looking to avoid I-395. This project will involve improvements to the roads providing for additional capacity.	\$5.0
Total CMAQ/RSTP Requested	\$61.6

Revenue Sharing (proposed request in millions)	
Route 29 Widening (Shirley Gate Road to Legato Road) Utility Relocation, and Construction - Add third lane northbound from Legato Road to Shirley Gate Road. Additional funding is needed to complete right-of-way acquisition, utility relocation and construction. Right-of-way acquisition to commence by June 2013.	\$6.5
I-66 – Vienna Metrorail Accessibility and Capacity Improvements - This project will help fund the construction of a project that will increase the accessibility to the Vienna Metrorail Station for transit vehicles. This project would fund a transit access ramp from I-66 to access the Vienna Metrorail Station. This project is critical for the development of enhanced bus service in the I-66 corridor. While there are existing concurrent HOV lanes on I-66 that buses can use, the buses now have to weave across three general purpose lanes to the exit at the Vienna Metrorail Station. This project would allow direct transit access to and from the HOV lanes to the ring road serving the Metrorail station and encourage bus ridership from satellite park-and-ride lots. This request will offset the remaining deficit resulting from an increased project estimate.	\$3.5
Total Revenue Sharing	\$10.0

RESOLUTION

DESIGNATION OF FY 2015 REVENUE SHARING PROGRAM FUNDS

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium, of the Fairfax County Government Center, at Fairfax, Virginia, on Tuesday, September 24, 2013, at which meeting a quorum was present and voting, the following resolution was adopted.

WHEREAS, Fairfax County desires to submit applications for an allocation of funds of up to \$10,000,000 through the Virginia Department of Transportation Fiscal Year 2015 Revenue Sharing Program; and,

WHEREAS, \$10,000,000 of these funds are requested to fund the Route 29 Widening (Legato Road to Shirley Gate Road), and I-66 – Vienna Metrorail Accessibility and Capacity Improvements projects; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County hereby supports these applications for an allocation of \$10,000,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the Board of Supervisors of Fairfax County hereby grants authority for the County Executive (or his Designee) to execute project administration agreements for any approved revenue sharing projects.

ADOPTED this 24th day of September 2013.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

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ACTION – 6

Adoption of an Uncodified Ordinance Relating to CoxCom, LLC's, Satisfaction of Conditions Established in Appendix H of the Fairfax County Code

ISSUE:

Board adoption of an uncodified ordinance deeming CoxCom, LLC, to have timely satisfied all conditions established in paragraph 8 of Section A of Appendix H.

RECOMMENDATION:

The County Executive recommends that the Board adopt an uncodified ordinance providing that CoxCom, LLC, be deemed to have timely satisfied all of the conditions established by the Board in paragraph 8 of Section A of Appendix H.

TIMING:

Board action is requested on September 24, 2013.

BACKGROUND:

On May 14, 2013, the Board voted unanimously to adopt an ordinance (the "Granting Ordinance") amending Appendix H of the Fairfax County Code to grant a renewal cable franchise to CoxCom, LLC, d/b/a Cox Communications Northern Virginia ("Cox"). The new franchise is subject to the terms and conditions of the renewed franchise agreement negotiated by Cox and the County. By its terms, the new franchise became effective June 9, 2013, the same date the prior franchise expired.

The Granting Ordinance provides that the grant of the cable franchise to Cox is subject to the Communications Administrator's receipt, no later than June 7, 2013, of a Guarantee of Performance, certificates of insurance for each required insurance policy, a performance bond, a letter of credit, and an Acceptance of Franchise, each in a form acceptable to the County. The fourth enactment clause of the Granting Ordinance provides that if Cox does not provide the required documents by June 7, 2013, the franchise shall not take effect on June 9, 2013, and further provides that the franchise shall become null and void if Cox fails to provide those documents within 30 days of May 14, 2013.

On or about June 6, 2013, Cox submitted final versions of all of the required documents, except for the letter of credit, for which Cox submitted a draft. Section 12(b) of the

Board Agenda Item
September 24, 2013

Agreement requires that Cox file and maintain an irrevocable letter of credit in the amount of \$50,000. The purpose of the letter of credit is to ensure Cox's faithful performance of its obligations under the franchise.

Staff subsequently discussed the form and content of the draft with Cox. Cox submitted the signed letter of credit on August 9, 2013, as amended August 28, 2013, and both the form and content of the executed letter of credit are consistent with the requirements of the franchise. The letter allows the County to draw on the funds, if necessary, for any failure of Cox to perform its duties pursuant to the franchise agreement with an effective date of June 9, 2013. This language ensures that the County is fully protected from the starting date of the new franchise. Staff is not aware of any conditions occurring since June 9, 2013, that would require the County to make such a draw.

The County's interests are fully protected by the letter of credit now in effect. Adoption of an ordinance confirming that the Board deems Cox to have satisfied all conditions will avoid any uncertainty about Cox's compliance with the requirements of the Granting Ordinance.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Draft uncodified ordinance.

STAFF:

Michael S. Liberman, Director, Department of Cable and Consumer Services
Frederick E. Ellrod III, Director, Communications Policy and Regulation Division
Erin C. Ward, Senior Assistant County Attorney
John W. Burton, Assistant County Attorney

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**AN UNCODIFIED ORDINANCE RELATING TO
COXCOM, LLC’S, SATISFACTION OF CONDITIONS ESTABLISHED IN
APPENDIX H OF THE FAIRFAX COUNTY CODE**

AN UNCODIFIED ORDINANCE relating to CoxCom, LLC’s satisfaction of conditions established in paragraph 8 of Section A of Appendix H of the Fairfax County Code, which Section granted a non-exclusive cable television franchise for the North County and South County Franchise Areas of Fairfax County, Virginia, pursuant to the provisions of Va. Code § 15.2-2108.20 and Chapter 9.1 of the Fairfax County Code.

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

- 1. That CoxCom, LLC, d/b/a Cox Communications Northern Virginia, shall be deemed to have timely satisfied all conditions established in paragraph 8 of Section A of Appendix H of the Fairfax County Code.
- 2. That this ordinance shall take effect upon adoption.

GIVEN under my hand this ____ day of September 2013.

Catherine A. Chianese
Clerk to the Board of Supervisors

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Board Agenda Item
September 24, 2013

CONSIDERATION – 1

2013 Virginia Association of Counties Annual Meeting

ISSUE:

Board designation of a voting delegate and alternate voting delegate to represent the County at the Virginia Association of Counties (VACo) annual meeting.

TIMING:

VACo has requested notification of Board action by November 1, 2013.

BACKGROUND:

VACo's annual meeting will be held in Bath County, Virginia, on November 12, 2013. The VACo staff is preparing credentials for the Annual Business Meeting and the County has been requested to notify VACo of the names of the County's voting delegate and alternate voting delegate.

ENCLOSED DOCUMENTS:

None

STAFF:

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

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INFORMATION - 1

Contract Award – Dental Services Adult Detention Center

The Fairfax County Sheriff's Office provides comprehensive health, medical and dental care services to all inmates while housed in the Fairfax County Adult Detention Center and Pre-Release Center. Dental care is provided to adult male and female inmates, as well as, to juveniles within the facilities. The current contract for dental care services expires on September 30, 2013. As a result, the Department of Purchasing and Supply Management issued a Request for Proposal (RFP2000000715) for the re-solicitation of dental care services, in accordance with national standards

A single response was submitted by the current contractor in response to the RFP. The Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposal in accordance with the criteria established in the RFP. Upon completion of the evaluation of the proposal, the SAC negotiated with the offeror to establish the most favorable contract terms and pricing. The initial contract term is two years with three one-year renewals.

The SAC unanimously recommend the award of the contract to Dentrust Dental Virginia, P.C. located in Warrington, Pennsylvania. The company has submitted all required licenses and insurance information that would allow for them to provide dental services in the Commonwealth of Virginia. A Fairfax County Business Professional and Occupational Licenses (BPOL) is on file for this vendor.

Unless otherwise directed by the Board of Supervisors, the Purchasing Agent will proceed to award the contract to Dentrust Dental Virginia, P.C.

FISCAL IMPACT:

The annual fiscal impact to the Fairfax County Office of the Sheriff is approximately \$97,976, which is included in the baseline FY 2014 Adopted Budget Plan for the Office of the Sheriff. The value of the previous contract was \$382,358 over a four year term.

ENCLOSED DOCUMENTS:

Attachment 1 - List of Offerors for RFP2000000715

STAFF:

Cathy A. Muse, Director, Department of Purchasing and Supply Management
Mark Sites, Sheriff, Office of the Sheriff

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**List of Offerors
RPF2000000715**

Offeror:

Dentrust Dental Virginia, P.C.
975 Easton Road, Suite 101
Warrington, PA, 18976

Business Classification:

Small Corporation

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Board Agenda Item
September 24, 2013

11:20 a.m.

Matters Presented by Board Members

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12:10 p.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
 - 1. *Eric S. Clark v. The County of Fairfax, Virginia, Richard W. Nagel, R.L. Davis, John Spata, John H. Kim, T. B. Smith, S. N. Brim, Jonathan Stern, Kenneth Pfeiffer, Randall C. Hargus, John Does 1-30, Civil Action No.1:13-cv-616 (E.D. Va.)*
 - 2. *Kristin L. Burns, OBO Emma S. Burns-Sullivan, OBO Liam P. Burns-Sullivan v. Kenneth W. Sullivan, Kathryn D. Leckey, FCPD, CPS, FCPS, The Morgan Center, FCSO, Domestic Relations, Farrell Pediatrics, Reston Pediatrics, INOVA, Jennie McKinnie of the Arbor Center, Fairfax County Office of the Clerk, Restons Pediatrics, Case No. 2013-0003528 (Fx. Co. Cir. Ct.)*
 - 3. *15036 Conference Center Drive, LLC v. Board of Supervisors of Fairfax County, Virginia, Case No. CL-2012-0018487 (Fx. Co. Cir. Ct.) (Sully District)*
 - 4. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Elise Ann Brandenburger Brown, Case No. CL-2013-0005149 (Fx. Co. Cir. Ct.) (Dranesville District)*
 - 5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bhupinder Kaur Saini and Jaswinder Singh Saini, Case No. CL-2012-0008993 (Fx. Co. Cir. Ct.) (Sully District)*
 - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Abdul B. Jahani, et al., Case No. CL-2013-0006606 (Fx. Co. Cir. Ct.) (Braddock District)*
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. David Whedon and Calvin Williams, Case No. CL-2012-0017070 (Fx. Co. Cir. Ct.) (Mount Vernon District)*

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Marisol Ferrel*, Case No. CL-2012-0016071 (Fx. Co. Cir. Ct.) (Providence District)
9. *Leslie B. Johnson, Fairfax County Zoning Administrator and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Linda L. LaFever*, Case No. CL-2012-0008507 (Fx. Co. Cir. Ct.) (Lee District)
10. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Carl M. Mazzan*, Case No. CL-2013-0005230 (Fx. Co. Cir. Ct.) (Hunter Mill District)
11. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. 44 Alexandria Associates, L.L.C.*, Case No. CL-2013-0013888 (Fx. Co. Cir. Ct.) (Mount Vernon District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rosalia Gohring and Tomas Gonzales*, Case No. CL-2013-0013886 (Fx. Co. Cir. Ct.) (Providence District)
13. *Naveed Kaymanesh v. Fairfax County Police Department and County of Fairfax*, Case No. GV13-014159 (Fx. Co. Gen. Dist. Ct.)
14. *Noel Arguelles v. Amanda Wallace*, Case No. GV13-012458 (Fx. Co. Gen. Dist. Ct.)
15. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Edward F. Tuerk and Emma M. Tuerk*, Case No. GV13-009847 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Salvador Garcia*, Case No. GV13-016925 (Fx. Co. Gen. Dist. Ct.) (Lee District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kyriacos S. Kolas, Stephen F. Kolas, and Paula A. Kolas*, Case No. GV13-019244 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator, Virginia v. John M. King and Jaime L. Schisler*, Case No. GV13-019695 (Fx. Co. Gen. Dist. Ct.) (Lee District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Potomac Relocation Services, LLC*, Case No. GV13-019826 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
20. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Alice B. Gentry*, Case No. GV13-020153 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

21. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Ali H. Shwikhat and Anisa H. Sayoud*, Case No. GV13-020154 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
22. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Beverly K. Lester*, Case No. GV13-020155 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bogle Telegraph Road, Associates L.P.*, Case No. GV13-020258 (Fx. Co. Gen. Dist. Ct.) (Lee District)

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Board Agenda Item
September 24, 2013

3:30 p.m.

Decision Only on SEA 93-M-047 (The Parklawn Recreation Association, Inc. & New Cingular Wireless PCS, LLC) to Amend SE 93-M-047 Previously Approved for Uses in a Floodplain to Permit Installation of a Telecommunication Facility Which Includes a 128 Feet Tall Tree Pole or Monopole and Associated Modifications to Site Design and Development Conditions, Located on Approximately 14.54 Acres of Land Zoned R-3 (Mason District)

This property is located at 6011 Crater Place, Alexandria, 22312. Tax Map 61-4 ((6)) (T) 56 and 72-2 ((3)) (T) C.

The Board of Supervisors held a public hearing on September 10, 2013, and deferred decision only to September 24, 2013, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 10, 2013, the Planning Commission voted unanimously (Commissioner Lawrence absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 93-M-047, subject to the proposed development conditions dated June 13, 2013; and
- Modification of the transitional screening and barrier requirements in favor of the proposed fencing, existing vegetation, and the supplemental landscaping depicted on the SEA/SPA plat.

In a related action, the Commission voted unanimously (Commissioner Lawrence absent from the meeting) to approve 2232-M08-26. 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*, and is substantially in accord with the adopted Comprehensive Plan.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim

Staff Report previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4418876.PDF>

STAFF:

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

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Planning Commission Meeting
July 10, 2013
Verbatim Excerpt

SEA 93-M-047 – THE PARKLAWN RECREATION ASSOCIATION, INC.
2232-M08-26 – NEW CINGULAR WIRELESS PCS, LLC

After Close of the Public Hearing

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

Commissioner Hall: Thank you, Mr. Chairman. I'll put my mic on this time. Ms. Horner, I just want to confirm that the final date for the proposed development conditions are June 13th, 2013.

Rebecca Horner, Zoning Evaluation Division (ZED), Department of Planning and Zoning (DPZ): That is true for the Special Exception Amendment and you did receive an amended set of development conditions for the Special Permit Amendment tonight, which was misdated. It should reflect today's date - - July 10th.

Kristen Abrahamson, Chief, ZED, DPZ: But if we talk a little longer, it will be right. We're almost to the eleventh.

Commissioner Hall: Okay. I just want to make sure I have the correct dates before I start.

Commissioner de la Fe: It's dated tomorrow. It's dated July 11th.

Commissioner Hart: You don't need the SP conditions. That's not for us. That's for the Board of Zoning Appeals.

Commissioner Hall: Good. All right. I think - - I think we're good. First of all, I would like to thank everyone who came out and spoke this evening and expressed your concerns about this application. This is an application that has been around since 2009. And typically, when you have a public hearing where people will speak in opposition to an application, typically, I know that I would postpone the decision until I could work out any last-minute details to try and get everything resolved. The reality of it is, I could work on this for the next year or two and nothing's going to change. The people who are on Teton are going to see the pole. The bottom line that people believe that you can disguise a monopole 100 percent is just wrong. It can't happen. I mean, it's sticking up there, you know, 128 feet, and you're not going to hide it completely. But we do try our best to work within the parameters of the Comprehensive Plan, and the community and the applicant, to come up with the very best solution, and I think we are probably there. A single pole, I hope and I believe, will not degrade the total vista of this beautiful area. If that were the case, those tacky wooden electrical poles would definitely impact what's going on. Yes, when you moved in 20 years ago - or 25 years ago - there were no poles, but - - there were no monopoles. Sorry. There's lots of poles out there; it's hard to keep them all straight. But the reality of it is that the technology has come this far and people are demanding

the monopolies. They want the service. They want to be able to use all their gadgets. And the government wants to sell the licenses. And they do. And I know that most young people nowadays, they don't have land lines. They've got cell phones. And most people – and we had testimony to this – that when you retire, you really don't want to have to pay for a landline and a cell phone. And I retired and, guess what, I got rid of my land line. And I don't miss all of those courtesy calls that you get during dinner or all those political calls you get during the elections. I don't miss those at all. Not that cell phones are the end-all or the begin-all, but the reality of it is people are using them. And while we try to do the very best to make them fit within our community, sometimes it's not perfect. And I really believe that, after all the work that has gone through with the community, with the citizens, with the applicant, with the staff, with the Commission, we're there. And so, Mr. Chairman, I RECOMMEND THAT THE PLANNING COMMISSION FIND THAT THE PROPOSED TELECOMMUNICATIONS FACILITY, SUBMITTED PURSUANT TO APPLICATION 2232-M08-26, BY NEW CINGULAR WIRELESS, PCS, LLC, WITH PARKLAWN RECREATION ASSOCIATION, INC., DOES SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED BY SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AND IS SUBSTANTIALLY IN ACCORD WITH THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion?

Commissioner Flanagan: Yes, Mr. Chairman. Yes, I would like say I'm going to support the motion, even though there were 12 speakers that were in opposition to the application and only 10 in favor of it; not that we award those that win the pluses and minuses. But I would like to say I think that the staff did their job. And I think those who were opposed to this application have a method to pursue their interests privately.

Commissioner Hall: Mr. Chairman, I appreciate my fellow commissioner's comment. But as I said at the beginning, this is not a numbers game. It's not how many people show up. It's not how many people sign and submit the - - what do they call the ...

Commissioners: Petitions.

Commissioner Hall: Thank you. It's been a long day. The petitions. It's a matter of hearing the testimony, applying the ordinances, applying all of the other things that we have to use. So I appreciate you pointing that out, but as I said, it goes beyond that. Thank you.

Chairman Murphy: All those - - further discussion of the motion? All those in favor of the motion to approve 2232-M08-26, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hall.

Commissioner Hall: I RECOMMEND APPROVAL OF SEA 93-M-047, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS NOW DATED JUNE 13TH, 2013.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 93-M-047, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: And finally, I RECOMMEND APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS IN FAVOR OF THE PROPOSED FENCING, EXISTING VEGETATION, AND THE SUPPLEMENTAL LANDSCAPING DEPICTED ON THE SEA/SPA PLAT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of that motion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motions carried unanimously with Commissioner Lawrence absent from the meeting.)

JN

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Board Agenda Item
September 24, 2013

3:30 p.m.

Public Hearing on RZ 2013-PR-004 (Hitt Contracting, Inc.) to Rezone from R-1, R-3 and HC to C-3 and HC to Permit Commercial Development with an Overall Floor Area Ratio of 0.3 and to Reduce the Lot Width Requirement from 100 Feet to Approximately 90 Feet, Located on Approximately 28,832 Square Feet of Land (Providence District)

This property is located on the East side of Hartland Road approximately 612 Feet North of its intersection with Lee Highway. Tax Map 49-2 ((1)) 65, 73 and 74.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, September 12, 2013, the Planning Commission unanimously voted to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2013-PR-004, subject to the execution of proffers consistent with those dated August 19, 2013;
- Modification of the 100-foot minimum lot width for the C-3 District to allow a reduction in lot width of approximately 90 feet;
- Modification of the transitional screening requirements and waiver of the barrier requirements in favor of the streetscape shown on the GDP; and
- Direct the Director of DPWES to permit approval of a deviation from the tree preservation target percentage in favor of the proposed landscaping shown on the GDP and as proffered.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim

Staff Report previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4427090.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Planner, DPZ

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Planning Commission Meeting
September 12, 2013
Verbatim Excerpt

RZ 2013-PR-004 – HITT CONTRACTING, INC.

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed; recognize Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. A few years back, this corporation opened a flagship green building as their headquarters' office space. Now they propose to build a recreation and health facility for their employees. This enlightened management. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2013-PR-004, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED AUGUST 19TH, 2013.

Commissioners de la Fe and Hall: Second.

Chairman Murphy: Seconded by Mr. de la Fe and Ms. – Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2013-PR-004, say aye.

Commissioners: Aye.

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

Commissioner Lawrence: Secondly, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING MODIFICATIONS:

- FIRST, MODIFICATION OF THE 100-FOOT MINIMUM LOT WIDTH SIZE FOR THE C-3 DISTRICT TO ALLOW A LOT WIDTH OF APPROXIMATELY 90 FEET;
- AND, SECOND, MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENTS AND WAIVER OF THE BARRIER REQUIREMENTS IN FAVOR OF THE STREETScape SHOWN ON THE GDP.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of those motions? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO PERMIT APPROVAL OF A DEVIATION FROM THE TREE PRESERVATION TARGET PERCENTAGE IN FAVOR OF THE PROPOSED LANDSCAPING SHOWN ON THE GDP AND AS PROFFERED.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Thank you, Mr. Chairman. Thank you, staff. Thank you, applicant.

Chairman Murphy: Thank you very much.

//

(Each motion carried by a vote of 12-0.)

JLC

Board Agenda Item
September 24, 2013

3:30 p.m.

Public Hearing on RZ 2011-HM-032 (Tysons West Residential, L.L.C. and JBG/Tysons Hotel, L.L.C.) to Rezone from I-5, C-7, HC and SC to PTC, HC and SC to Permit Mixed Use Development with an Overall Floor Area Ratio of 2.75, Approval of the Conceptual Development Plans and a Waiver to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 16.02 Acres of Land (Hunter Mill District)

This property is located in the North West quadrant of the intersection of Leesburg Pike and Westwood Center Drive. Tax Map 29-1 ((1)) 10D, 29-3 ((20)) C2 and C3.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 31, 2013, the Planning Commission voted unanimously to recommend the following actions to the Board of Supervisors:

- Approve RZ 2011-HM-032, subject to execution of proffers dated July 23, 2013; and
- Approval of the following waivers and modifications as follows:
 - Waiver to allow the use of underground stormwater management and best management practices in a residential development (6279-WSWD-001-1), subject to the development conditions dated May 28, 2013, and contained in Attachment A to Appendix 10 of the staff report;
 - Waiver of Section 2-505 of the Zoning Ordinance to allow structures and vegetation on a corner lot, as shown on the CDP and FDP;
 - Modification to the Zoning Ordinance to allow for a parapet wall, cornice, or similar projection to exceed the established height limit by more than three feet, as may be indicated on the FDP, to screen mechanical equipment;
 - Waiver of the maximum fence height from seven feet to fourteen feet around accessory uses/structures located within the rear yard for areas associated with sports courts and urban plazas, as identified on the FDP;
 - Modification of the requirement for a minimum distance of forty feet for loading space in proximity to drive aisles to that demonstrated on a CDP or FDP;
 - Waiver of Section 11-302 of the Zoning Ordinance to allow a private street to exceed 600 feet in length, as shown on the CDP;

- Modification of Section 7-800 of the Public Facilities Manual (PFM) to allow the use of tandem parking spaces and valet services to be counted as required parking and as permitted by the PTC District regulations;
- Modification of the Zoning Ordinance requirement for an FDP as prerequisite to a site plan for public improvement plans associated with public roadway, infrastructure, or parking spaces;
- Waiver of the Zoning Ordinance requirement to provide any additional interparcel connections to adjacent parcels beyond that shown on the plans and as proffered;
- Modification of all trails and bike trails in favor of the streetscape and on-road bike lane system shown on the plans;
- Waiver of the service drive requirement along Leesburg Pike;
- Waiver to allow establishment of parking control, signs, and parking meters along private streets within the development;
- Waiver of the Zoning Ordinance requirement for any further dedication and construction for widening existing roads to address Comprehensive Plan requirements beyond that which is indicated in the plans and proffers;
- Modification of the PFM minimum planter opening area for trees used to satisfy the tree cover requirement in favor of that shown on the plans;
- Modification to allow trees located above any proposed percolation trench or bioretention areas to count towards county tree cover requirements, as depicted on the CDP and FDP;
- Modification of the 10 year tree canopy requirements in favor of that shown on the plans and as proffered; and
- Modification of the Zoning Ordinance and PFM for requiring tree preservation target and ten percent canopy to be calculated as shown on the overall CDP area.

In a related action, the Planning Commission voted unanimously to approve FDP 2011-HM-032, subject to the development conditions dated July 31, 2013, and the Board's approval of RZ 2011-HM-032.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4422866.PDF>

STAFF:

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

Planning Commission Meeting
July 31, 2013
Verbatim Excerpt

RZ/FDP 2011-HM-032 – TYSONS WEST RESIDENTIAL, LLC AND JBG/TYSONS HOTEL, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. de la Fe.

Commissioner de la Fe: Thank you, Mr. Chairman. I fully concur with what has been said about these applications reflecting the tremendous work of the staff, the applicant, and the community. And I know – and of this – this was officially accepted more than – almost two years ago. And it is here with, as you say, very few problems or issues. And the – the four issues that were identified in the staff report, as far as I can tell with, perhaps, the stormwater issue, which I think can be handled as the future FDPs and so on come in, you know, I think this application reflects, you know, all that hard work. And in dealing with a site which has very – I would say – economically well-working businesses, as well as, you know – and so we're rezoning in an area which is commercially viable, and to make improvements to it based on the Comprehensive Plan while, at the same time, making sure that the viability of the commercial enterprises continues. Those of you who have heard me through the Tysons Committee know what I think of interim parking. The – what the – is being proposed in the proffers for that site where the interim Sheraton parking lot will be, and its uses, will provide for a limited amount, possibly, of commercial parking once its interim use for the Sheraton disappears. However, it is limited in time so that it will not be, you know, a long term use until the buildings are built, which may be quite some time. So having said that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2011-HM-032, SUBJECT TO EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JULY 23RD, 2013.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2011-HM-032, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries; Mr. de la Fe.

Commissioner de la Fe: Mr. Chairman, I FURTHER MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2011-HM-032, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 31, 2013, which we received tonight and the reason I'm moving on it is because it solved one of the issues that had been identified successful – AND SUBJECT TO THE BOARD'S APPROVAL OF THE REZONING.

Planning Commission Meeting
July 31, 2013
RZ/FDP 2011-HM-032

Page 2

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion to approve FDP 2011-HM-032, subject to the Board's approval of the Rezoning, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: And finally, Mr. Chairman, I had threatened to move on the waivers and modifications one-by-one because of how I feel the importance of highlighting how suburban our ordinances are. However, just so that I didn't have to provide donuts, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE MODIFICATIONS AND WAIVERS AS LISTED IN THE HANDOUT PROVIDED TO YOU TODAY, WHICH ARE DATED JULY 31, 2013, AND WHICH SHALL BE MADE A PART OF THE RECORD FOR THIS CASE.

Commissioners Hall and Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence and Ms. Hall. She doesn't understand what they are, but because you did it that way, she's going to second the motion. All those in favor of the motion –

Commissioner Hall: I understand.

Chairman Murphy: – say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much Ms. Baker and everyone.

//

(The motions carried unanimously.)

JLC

Board Agenda Item
September 24, 2013

3:30 p.m.

Public Hearing on AR 87-S-003-03 (Cox-Richard Family Farm LLLP) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 115.68 Acres of Land Zoned R C and WS (Sully District)

This property is located at 15621 Braddock Road, Centreville, 20120. Tax Map 43-1 ((1)) 13Z, 17Z, 18Z and 19Z.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, September 19, 2013, the Planning Commission voted unanimously (Commissioners de la Fe, Donahue, and Sargeant absent from the meeting) to recommend that the Board of Supervisors approve the request to amend Appendix F of the Fairfax County Code to renew the Cox Local Agricultural and Forestal District subject to the Ordinance Provisions dated August 28, 2013.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4427040.PDF>

STAFF:

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

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Planning Commission Meeting
September 19, 2013
Verbatim Excerpt

AR 87-S-003-03 – COX-RICHARD FAMILY FARM, LLLP; AARON COX-RICHARD AND MARIA LEOW-WILCHER

After Close of the Public Hearing

Chairman Murphy: Without objection, public hearing is closed; recognize Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. Tuesday night, the West Fairfax County Citizens Association Land Use Committee for the fourth time unanimously endorsed the renewal of this Agricultural District. Therefore, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT AR 87-S-003-03 BE APPROVED AND appendix – correction, APPENDIX F OF THE FAIRFAX COUNTY CODE BE AMENDED TO RENEW THE COX LOCAL AGRICULTURAL AND FORESTAL DISTRICT, SUBJECT TO THE ORDINANCE PROVISIONS DATED AUGUST 28TH, 2013.

Commissioners Hart, Hedetniemi, and Flanagan: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi and Mr. –

Commissioner Flanagan: Flanagan.

Chairman Murphy: – yes, Flanagan and Mr. – Ms. – Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve AR 87-S-003-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Thank you again, Mr. Krasner.

//

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

JLC

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Board Agenda Item
September 24, 2013

4:00 p.m.

Public Hearing on PCA 87-C-060-12 (Stephen M. De Frank Jr. Trustee) to Amend the Proffers and Final Development Plan for a 7,140 Square Feet Portion of RZ 87-C-060 Previously Approved for a Single-Family Home to Modify the 15 Feet Setback to the Floodplain and Associated Modifications to Proffers (PCA) and to Permit the Enclosure of an Existing Open Deck, 8.2 Feet from the Flood Plain (FDPA) at an Overall Density of 2.4 Dwelling Units per Acre, Located on Approximately 7,140 Square Feet of Land Zoned PDH-16 (Hunter Mill District)

This property is located at 2465 Iron Forge Road, Oak Hill, 20171. Tax Map 25-1 ((14)) (7) 16.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, September 18, 2013, the Planning Commission unanimously voted (Commissioner Flanagan absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approve PCA 87-C-060-12, subject to the execution of proffers consistent with those dated July 10, 2013; and
- Modification of Section 2-415 of the Zoning Ordinance, in connection with FDPA 87-C-060-18, to allow reduced minimum yard requirements from the floodplain, as shown on the CDPA/FDPA plan.

In a related action, the Planning Commission voted unanimously (Commissioner Flanagan absent from the meeting) to approve FDPA 87-C-060-18, subject to development conditions dated July 10, 2013, subject to the Board's approval of PCA 87-C-060-12.

ENCLOSED DOCUMENTS:

Attachment: Planning Commission Verbatim

Staff Report previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4421583.PDF>

STAFF:

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

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Planning Commission Meeting
September 18, 2013
Verbatim Excerpt

PCA 87-C-060-12/FDPA 87-C-060-18 – STEPHEN M. DEFRANK, JR.

After Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed; recognize Mr. de la Fe.

Commissioner de la Fe: Thank you very much, Mr. Chairman. For once, a simple case is simple. All that this does is to permit the applicant to enclose an existing deck so that they don't have to worry about bugs, I guess, and it's easy to, you know, be out there. It doesn't change the footprint. It doesn't do anything, you know, the deck is there and., And if anybody else in the neighborhood wants to do it, they'll have to go through the whole process. This only applies to this particular item. The - - our land use committee has approved it and therefore I MOVE THAT THE PLANNING COMMISSION APPROVE FDPA 87-C-060-18, SUBJECT TO DEVELOPMENT CONDITIONS DATED JULY 10TH, 2013, AND CONDITIONED UPON APPROVAL – Board approval of PCA 87-C-060-12.

Commissioners Litzenberger and Lawrence: Second.

Chairman Murphy: Seconded by Mr. Litzenberger and Mr. Lawrence. Is there a discussion? All those in favor of the motion to approve FDPA 87-C-060-18, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. de la Fe.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 87-C-060-12, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JULY 10TH, 2013.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconds. 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 87-C-060-12, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A

Planning Commission Meeting
September 18, 2013
PCA 87-C-060-12/FDPA 87-C-060-18

Page 2

MODIFICATION OF SECTION 2-415 OF THE ZONING ORDINANCE, IN CONNECTION WITH FDPA 87-C-060-18, TO ALLOW REDUCED MINIMUM YARD REQUIREMENTS FROM THE FLOODPLAIN, AS SHOWN ON THE CDPA/FDPA PLAN.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motions carried unanimously. Commissioner Flanagan was absent from the meeting.)

JN

Board Agenda Item
September 24, 2013

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor Revisions

ISSUE:

The proposed amendment makes clarifying and minor revisions to the Zoning Ordinance including incorporating existing practices based on longstanding Zoning Ordinance interpretation.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 10, 2013, the Planning Commission unanimously voted (Commissioner Lawrence absent from the meeting) to recommend to the Board of Supervisors approval of the proposed Zoning Ordinance amendment for minor revisions, as set forth in the staff report dated June 4th, 2013, with an effective date of 12:01 a.m. on the day following adoption.

RECOMMENDATION:

The County Executive concurs with the Planning Commission recommendation.

TIMING:

Board of Supervisors' authorization to advertise - June 4, 2013; Planning Commission public hearing - July 10, 2013, at 8:15 p.m.; Board of Supervisors (Board) public hearing - September 24, 2013 at 4:00 p.m.

BACKGROUND:

The proposed amendment is on the 2012 Priority 1 Zoning Ordinance Amendment Work Program and makes clarifying and minor revisions to the Zoning Ordinance, including incorporating existing practices based on longstanding Zoning Ordinance interpretation. Specifically, the amendment:

- (1) Revises Sect. 2-419 and Sect. 8-914 to (a) allow a modification due to error in building location of the locational requirements for freestanding accessory structures to be approved administratively by the Zoning Administrator or by special permit by the Board of Zoning Appeals (BZA); and (b) allow the BZA to approve a reduction in the minimum yard requirements due to errors in building locations that are no greater than 10% of the measurement involved when such request is in conjunction with the approval of a special permit for another use or

approval of a variance on the property, or in conjunction with another error in building location on the property that exceeds 10%.

- (2) Revises Sect. 19-303 to require that at least one member of the Architectural Review Board is an archaeologist.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 1.

REGULATORY IMPACT:

The proposed amendment makes clarifying and minor revisions to the Zoning Ordinance, including incorporating existing practices based on longstanding Zoning Ordinance interpretation. In situations when an applicant is seeking special permit approval of multiple reductions in the minimum yard requirements based on errors in building location and some errors are up to 10% and other errors are more than 10% of the measurement involved, the proposed amendment would streamline the process and allow the BZA to approve errors in building location that are less than 10% of the measurement involved and eliminate the need for a separate Zoning Administrator approval process. The same elimination of the administrative review process would also occur when errors occur on the same lot as where there is an application for another special permit use or variance.

FISCAL IMPACT:

The proposed amendment will not require any additional review by staff or cost to the public and, as such, there will be no fiscal impact to applicants or staff.

ENCLOSED DOCUMENTS:

Attachment 1 – Staff Report, also available at

<http://www.fairfaxcounty.gov/dpz/zoningordinance/proposed/minorrevisions.pdf>

Attachment 2 – Planning Commission Verbatim

STAFF:

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

Leslie B. Johnson, Zoning Administrator, DPZ

Cathy S. Belgin, Senior Assistant to the Zoning Administrator, DPZ



FAIRFAX
COUNTY

ATTACHMENT 1

STAFF REPORT

V I R G I N I A

PROPOSED ZONING ORDINANCE AMENDMENT

Minor Revisions

PUBLIC HEARING DATES

Planning Commission

July 10, 2013 at 8:15 p.m.

Board of Supervisors

September 24, 2013 at 4:00 p.m.

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

June 4, 2013

CSB



Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice.
For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

STAFF COMMENT

The proposed amendment is on the 2012 Priority 1 Zoning Ordinance Amendment Work Program, and makes minor revisions to the Zoning Ordinance, including the incorporation of existing practices based on longstanding Zoning Ordinance interpretation.

Error in Building Location for Freestanding Accessory Structures

Pursuant to Sect. 2-419 of the Zoning Ordinance, the Zoning Administrator may approve an administrative reduction in the minimum yard requirements based on an error in building location when such errors are no greater than 10% of the measurement involved. For example, for a 15 foot minimum required side yard, the Zoning Administrator may grant an administrative reduction of up to 1.5 feet. Additionally, pursuant to Sect. 8-914 of the Zoning Ordinance, the Board of Zoning Appeals (BZA) may approve a special permit for a reduction to the minimum yard requirements based on an error in building location, provided that the error is greater than 10%. Paragraphs 10 and 12 of Sect. 10-104 of the Zoning Ordinance contain the locational regulations for freestanding accessory structures and freestanding accessory storage structures (sheds). Freestanding accessory structures that exceed 7 feet in height or freestanding accessory storage structures (sheds) that exceed 8 ½ feet in height must meet the minimum side yard requirement of the district in which located and must be located a minimum distance equal to their height from the rear lot line. Although the minimum required rear yard setback for accessory structures is a locational requirement and not a minimum yard requirement, it has been the longstanding practice to allow the locational requirements to be modified as an error in building location. As such, the proposed amendment codifies this longstanding practice and amends Sections 2-419 and 8-914 to allow a reduction due to an error in building location to be approved for the locational requirements for freestanding accessory structures.

BZA Approval of Reductions in the Minimum Yard Requirements Based on Errors in Building Location of Less than 10% of the Measurement Involved

As was noted above, the BZA may only approve a reduction in the minimum yard requirements due to an error in building location when the error exceeds 10% of the measurement involved. There are many instances when there is more than one error in building location on a lot and some of those errors may be 10% or less. In such instances, an applicant must seek both BZA approval and separate administrative approval from the Zoning Administrator, as the BZA currently has no authority to grant an error in building location of less than 10%. The same situation may also occur in conjunction with an application for another special permit use or an application for a variance on the lot. In such cases, to streamline the process and eliminate the separate Zoning Administrator approval process, the proposed amendment modifies Sections 2-419 and 8-914 to allow the BZA to approve reductions in the minimum yard requirements due to errors in building location that are 10% or less when in conjunction with the approval of a special permit for another use or an application for a variance on the same property; or in conjunction with another error in building location on the same property that exceeds 10% of the measurement involved.

Architectural Review Board Membership

The Architectural Review Board (ARB) is responsible for administering the Historic Overlay Districts pursuant to the provisions of Part 2 of Article 7 of the Zoning Ordinance. Sect. 19-303 outlines the ARB membership requirements, and under this section, the ARB is composed of 10 members that must include a minimum of two architects, one landscape architect and one lawyer with the remaining members being drawn from the ranks of related professional groups such as archaeologists, historians, lawyers and real estate brokers. Archaeology is an important component of the Historic Overlay Districts and in 2006 an archaeological survey submission requirement was added for all rezoning, development plan, special exception, special permit, special exception and variance applications located wholly or partially within, or contiguous to, a Historic Overlay District and resulting in 2,500 square feet or more of land disturbing activity. Furthermore, a Phase 1 Archaeological Survey is required to be submitted for such properties that are determined to have a low or medium to high probability to yield significant archaeological resources. Given the desire to preserve archaeological resources and the archaeological submission requirement in the Historic Overlay Districts, staff believes that it is appropriate that an archaeologist be a required member of the ARB. The proposed amendment revises Sect. 19-303 to require that an archaeologist be a member of the ARB.

Conclusion

The proposed amendment makes clarifying and minor revisions to the Zoning Ordinance, including incorporating existing practices based on longstanding Zoning Ordinance interpretation. Staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of June 4, 2013 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

1 **Amend Article 2, General Regulations, Part 4, Qualifying Lot and Yard Regulations,**
 2 **Sect. 2-419, Reduction in Minimum Yard Requirements Based on Error in Building Location,**
 3 **to read as follows:**

4
 5 Notwithstanding any other provision of this Ordinance, the Zoning Administrator shall have the
 6 authority, as qualified below, to approve a reduction in the minimum yard requirements in the case
 7 of a building, or a modification to the location regulations in the case of any freestanding accessory
 8 structure existing or partially constructed, which does not comply with such requirements applicable
 9 at the time such building or accessory structure was erected. Such a reduction may be approved by
 10 the Zoning Administrator in accordance with the following provisions:

- 11
 12 1. The Zoning Administrator determines that:
- 13
 14 A. The error does not exceed ten (10) percent of the measurement that is involved, and
 - 15
 16 B. The noncompliance was done in good faith, or through no fault of the property owner, or
 17 was the result of an error in the location of the building or structure subsequent to the
 18 issuance of a Building Permit, if such was required, and
 - 19
 20 C. Such reduction or modification will not impair the purpose and intent of this Ordinance,
 21 and
 - 22
 23 D. It will not be detrimental to the use and enjoyment of other property in the immediate
 24 vicinity, and
 - 25
 26 E. It will not create an unsafe condition with respect to both other property and public
 27 streets, and
 - 28
 29 F. To force compliance with the minimum yard requirements and/or location regulations
 30 would cause unreasonable hardship upon the owner, and
 - 31
 32 G. The reduction or modification will not result in an increase in density or floor area ratio
 33 from that permitted by the applicable zoning district regulations.

- 1 2. In approving such a reduction or modification under the provisions of this Section, the Zoning
 2 Administrator shall allow only a reduction or modification necessary to provide reasonable
 3 relief and, as deemed advisable, may prescribe such conditions, to include landscaping and
 4 screening measures to assure compliance with the intent of this Ordinance.
 5
- 6 3. Upon the approval of a reduction or modification for a particular building or structure in
 7 accordance with the provisions of this Section, the same shall be deemed to be a lawful
 8 building.
 9
- 10 4. The Zoning Administrator shall have no power to waive or modify the standards necessary for
 11 approval as specified in this Section.
 12
- 13 5. If there is an error greater than ten (10) percent of the measurement that is involved, a
 14 reduction or modification may be granted by the BZA in accordance with the provisions of
 15 Sect. 8-914.
 16
- 17 6. In accordance with Sect 8-914, the BZA may also grant a reduction of the minimum yard
 18 requirements or a modification of the accessory structure location requirements due to an error
 19 in building location that is no greater than ten (10) percent of the measurement involved when
 20 such reduction or modification is requested in conjunction with the approval of a special
 21 permit for another use or application for a variance on the property; or in conjunction with
 22 another special permit for an error in building location on the property that exceeds ten (10)
 23 percent.
 24
 25

26 **Amend Article 8, Special Permits, Part 9, Group 9 Uses Requiring Special Regulation,**
 27 **Sect. 8-914, Provisions for Approval of Reduction to the Minimum Yard Requirements Based**
 28 **on Error in Building Location, by revising the introductory paragraph and Paragraphs 2, 3**
 29 **and 4 to read as follows:**
 30

31 The BZA may approve a special permit to allow a reduction to the minimum yard requirements for
 32 any building or a modification to the location regulations of any freestanding accessory structure
 33 existing or partially constructed which does not comply with such requirements applicable at the
 34 time such building or structure was erected, but only in accordance with the following provisions:
 35

- 36 2. The BZA determines that:
- 37
- 38 A. The error exceeds ten (10) percent of the measurement involved, or
 39
- 40 B. The error is up to ten (10) percent of the measurement involved and such reduction or
 41 modification is requested in conjunction with the approval of a special permit for another
 42 use or application for a variance on the property, or is in conjunction with another special
 43 permit for an error in building location on the property that exceeds ten (10) percent of
 44 the measurement involved, and
 45
- 46 BC. The noncompliance was done in good faith, or through no fault of the property owner, or
 47 was the result of an error in the relocation of the building subsequent to the issuance of a
 48 Building Permit, if such was required, and

1
2 ~~CD.~~ Such reduction or modification will not impair the purpose and intent of this Ordinance,
3 and

4
5 ~~DE.~~ It will not be detrimental to the use and enjoyment of other property in the immediate
6 vicinity, and

7
8 ~~EF.~~ It will not create an unsafe condition with respect to both other property and public
9 streets, and

10
11 ~~EG.~~ To force compliance with the minimum yard requirements or location regulations would
12 cause unreasonable hardship upon the owner.

13
14 ~~GH.~~ The reduction or modification will not result in an increase in density or floor area ratio
15 from that permitted by the applicable zoning district regulations.

16
17 3. In granting such a reduction or modification under the provisions of this Section, the BZA
18 shall allow only a reduction or modification necessary to provide reasonable relief and may, as
19 deemed advisable, prescribe such conditions, to include landscaping and screening measures,
20 to assure compliance with the intent of this Ordinance.

21
22 4. Upon the granting of a reduction or modification for a particular building or structure in
23 accordance with the provisions of this Section, the same shall be deemed to be a lawful
24 building.

25
26
27 **Amend Article 19, Boards, Commissions, Committees, Part 3, Architectural Review Board,**
28 **Sect. 19-303, Membership, by revising Par. 1 to read as follows:**

29
30 1. The ARB shall be composed of ten (10) voting members who shall be residents of the County
31 with demonstrated knowledge of and interest in the preservation of historical, architectural,
32 archaeological and cultural sites. Members shall be appointed by the Board of Supervisors as
33 follows:

34
35 A. At least two (2) members shall be certified architects.

36
37 B. One (1) landscape architect authorized to practice in Virginia.

38
39 C. One (1) lawyer with membership in the Virginia Bar.

40
41 D. One (1) archaeologist who meets the Secretary of the Interior's Professional Qualification
42 Standards for Archaeology as published in 36 CFR Part 61.

43
44 ~~DE.~~ The other members shall be drawn from the ranks of related professional groups such as
45 ~~archaeologists,~~ historians, lawyers, and real estate brokers.

46
47 ~~EF.~~ In addition, there shall be one (1) ex officio and nonvoting member from the Fairfax
48 County History Commission.

Planning Commission Meeting
July 10, 2013
Verbatim Excerpt

ZONING ORDINANCE AMENDMENT – MINOR REVISIONS

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. First, I'd like to thank Ms. Belgin for the excellent work on this particular Zoning Ordinance Amendment and the creative inclusion of the ARB Archaeologist for this particular action. And I think we've satisfied those issues. Mr. Chairman, with that I would MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE PROPOSED ZONING ORDINANCE AMENDMENT FOR MINOR REVISIONS, AS SET FORTH IN THE STAFF REPORT DATED JUNE 4TH, 2013, WITH AN EFFECTIVE DATE OF 12:01 A.M. ON THE DAY FOLLOWING ADOPTION.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt the Zoning Ordinance Amendment on Minor Revisions, as articulated by Mr. Sargeant tonight, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried unanimously with Commissioner Lawrence absent from the meeting.)

JN

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Board Agenda Item
September 24, 2013

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Temporary Family Health Care Structures

ISSUE:

The proposed amendment incorporates the state mandated provisions of § 15.2-2292.1 of the *Code of Virginia* pertaining to temporary family health care structures into the Zoning Ordinance.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 10, 2013, the Planning Commission unanimously voted (Commissioner Lawrence absent from the meeting) to recommend to the Board of Supervisors approval of the proposed Zoning Ordinance amendment for Temporary Family Health Care Structures, as set forth in the staff report dated June 4, 2013, with an effective date of 12:01 a.m. on the day following adoption.

RECOMMENDATION:

The County Executive concurs with the Planning Commission recommendation.

TIMING:

Board of Supervisors' authorization to advertise- June 4, 2013; Planning Commission public hearing- July 10, 2013, at 8:15 p.m.; Board of Supervisors (Board) public hearing- September 24, 2013, at 4:00 p.m.

BACKGROUND:

The proposed amendment is on the 2012 Priority 1 Zoning Ordinance Amendment Work Program. The purpose of this amendment is to facilitate the implementation of the provisions of Virginia Code Ann. § 15.2-2292.1, pertaining to temporary family health care structures, by incorporating them into the Zoning Ordinance. On April 8, 2010, the Virginia General Assembly adopted House Bill 1307, which added § 15.2-2292.1 to the *Code of Virginia*. Virginia Code Ann. § 15.2-2292.1 provides that Zoning Ordinances must consider temporary family health care structures, which are used by a caregiver in providing care for a mentally or physically impaired person on property owned or occupied by the caregiver as his residence, as accessory uses permitted by right on lots zoned for and developed with a single family detached dwelling, subject to limitations. In 2013, the Virginia General Assembly adopted House Bill 1419, making minor

revisions to the provisions of § 15.2-2292.1. The revisions to Va. Code Ann. § 15.2-2292.1 took effect on July 1, 2013.

Specifically the amendment includes the following:

- (1) Defines a temporary family health care structure as a transportable residential structure that is permitted by § 15.2-2292.1 of the *Code of Virginia*, is primarily assembled at a location other than its site of installation, is accessory to a single family detached dwelling and provides an environment that facilitates a caregiver's provision of care for a mentally or physically impaired person.
- (2) Revises Sect. 10-102 of the Zoning Ordinance to allow temporary family health care structures measuring 300 square feet or less as a permitted accessory use on property zoned for and developed with a single family detached dwelling, subject to Zoning Administrator approval based on compliance with occupancy, structural, locational and signage limitations established in accordance with the provisions of § 15.2-2292.1 of the *Code of Virginia*.
- (3) Specifies that a temporary family health care structure, when located in a P District, be subject to any proffered minimum yards and/or minimum yards depicted on an approved development plan. In P Districts which do not have proffered minimum yards or yards depicted on a development plan, the structures would be treated in the same manner as all other alterations to single family detached dwellings in such P Districts pursuant to Par. 6 of Sect. 16-403, which states that the minimum required yards for alterations would be those of the R District deemed by the Zoning Administrator to most closely characterize the given development.
- (4) Establishes a temporary family health care structure application filing fee of up to \$100.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 1.

REGULATORY IMPACT:

The proposed amendment would align County zoning regulations with the State mandated regulations already in effect for temporary family health care structures, thereby facilitating the administrative approval process by the Zoning Administrator for such structures.

Board Agenda Item
September 24, 2013

FISCAL IMPACT:

The proposed amendment incorporates a new filing fee of \$100 for the Zoning Administrator's review of temporary family health care structures. It is anticipated that the new fee would cover staff costs of processing such requests and that there would be minimal fiscal impact given the low volume of anticipated requests. Since July of 2010, when the state code provisions for temporary family health care structures went into effect, staff has only received one such request for review.

ENCLOSED DOCUMENTS:

Attachment 1 – Staff Report, also available at

<http://www.fairfaxcounty.gov/dpz/zoningordinance/proposed/tempfamilyhealthcare.pdf>

Attachment 2 – Planning Commission Verbatim

STAFF:

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

Leslie B. Johnson, Zoning Administrator, DPZ

Cathy S. Belgin, Senior Assistant to the Zoning Administrator, DPZ

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FAIRFAX
COUNTY

ATTACHMENT 1

STAFF REPORT

V I R G I N I A

PROPOSED ZONING ORDINANCE AMENDMENT

Temporary Family Health Care Structures

PUBLIC HEARING DATES

Planning Commission

July 10, 2013 at 8:15 p.m.

Board of Supervisors

September 24, 2013 at 4:00 p.m.

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

June 4, 2013

CSB



Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice.
For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

STAFF COMMENT

The proposed amendment is on the 2012 Priority 1 Zoning Ordinance Amendment Work Program, and incorporates the provisions of § 15.2-2292.1 of the *Code of Virginia* pertaining to temporary family health care structures into the Zoning Ordinance. Pursuant to § 15.2-2292.1, Zoning Ordinances must accommodate temporary family health care structures as permitted accessory uses, subject to limitations. The purpose of this amendment is to facilitate the implementation of these provisions in Fairfax County by incorporating them into the Zoning Ordinance.

Background

On April 8, 2010, the Virginia General Assembly adopted House Bill 1307, which added § 15.2-2292.1 to the *Code of Virginia*. Virginia Code Ann. § 15.2-2292.1 provides that Zoning Ordinances shall consider temporary family health care structures, as defined therein, as a permitted accessory use in any single family residential zoning district on lots zoned for single family detached dwellings, subject to limitations. The Code defines a temporary family health care structure, in relevant part, as “a transportable residential structure, providing an environment facilitating a caregiver’s provision of care for a mentally or physically impaired person.” The statute imposes specific limitations on the maximum size, permitted location on the property, occupancy, definitions of and relationship between the caregiver and occupant, and installation and removal of the temporary family health care structures. During the 2013 session, the Virginia General Assembly adopted House Bill 1419, which made minor revisions to § 15.2-2292.1, as outlined below. (A copy of House Bill 1419 is set forth in Attachment A.) The revisions to Va. Code Ann. § 15.2-2292.1 will take effect on July 1, 2013, after the Board authorizes advertisement, but before the public hearings on this amendment.

Temporary family health care structures may be located only on property that is owned or occupied by the caregiver as his residence and zoned for and developed with a single family detached dwelling. The caregiver must be related to the occupant requiring care by blood, marriage, or adoption or the legally appointed guardian of the person requiring care.

Prior to the 2013 amendment to § 15.2-2292.1, only one mentally or physically impaired person was permitted to occupy a temporary family health care structure. House Bill 1419 amended that limitation to allow temporary family health care structures to be occupied by one occupant, who is a mentally or physically impaired person, or a married couple, one of whom is a mentally or physically impaired person, and the other must require assistance with one or more activities of daily living as defined in § 63.2-2200 of the *Code of Virginia*. Virginia Code Ann. § 15.2-2292.1 defines “a mentally or physically impaired person” as “a person who is a resident of Virginia and who requires assistance with two or more activities of daily living, as defined in § 63.2-2200, as certified in a writing provided by a physician licensed by the Commonwealth.”

Temporary family health care structures are required by § 15.2-2292.1 to meet the following criteria:

- must meet the minimum yard requirements that apply to the principal residential structure in the zoning district in which located;
- only one such structure may be located on a single family detached lot;
- must be primarily assembled offsite and transportable;
- limited to a maximum of 300 square feet of gross floor area (GFA);
- must comply with the applicable provisions of the Industrialized Building Safety Law and the Virginia Uniform Statewide Building Code;
- are not permitted to have a permanent foundation;
- may be required to be connected to any water, sewer, and electrical utilities that are serving the primary residence on the property;
- shall comply with all applicable Health Department requirements for well and septic, if applicable;
- no signage advertising or promoting the existence of the structure is permitted on the structure or on the property;
- must be removed from the property within 60 days of the date on which the temporary family health care structure was last occupied by a mentally or physically impaired person receiving services or in need of the assistance provided for in this section.

Temporary family health care structures that meet applicable Code requirements must be considered a permitted accessory use on property zoned for and developed with a single family detached dwelling, as discussed above. Localities may not require any special permit or other zoning approval not required of other accessory structures. However, the local governing body may request proof of compliance with the provisions established by the Code, and may also charge a fee of up to \$100 for the granting of administrative approval. The local governing body, or zoning administrator on its behalf, may revoke the administrative approval of the temporary family health care structure if the requirements are not being met.

It should also be noted that § 15.2-2292.1 states in part that temporary family health care structures “shall comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure.” There are no floor area (FAR) limitations associated with single family detached dwellings in the County; therefore that portion of the provision does not apply. However, because the language of the Code is specific regarding meeting the minimum yard “setback” requirements applicable to the principal structure, staff has determined that temporary family health care structures are not eligible for applications for variances or special permits for reduction in minimum yard requests.

Staff has received a few inquiries regarding the possible placement of temporary family health care structures on properties. However, only one applicant has filed a request. The first temporary family health care structure was approved in Fairfax County on March 1, 2012.

Proposed Amendment

The proposed Zoning Ordinance amendment would align the County regulations with the State law already in effect. This amendment identifies the requirements and limitations for the structures and their occupancy, and provides procedures for requesting Zoning Administrator approval of temporary family health care structures.

A new definition would be added to Article 20, which would define a temporary health care structure as “a transportable residential structure that is permitted by § 15.2-2292.1 of the *Code of Virginia*, is primarily assembled at a location other than its site of installation, is accessory to a single family detached dwelling, and provides an environment that facilitates a caregiver’s provision of care for a mentally or physically impaired person.”

Sect. 10-102 of the Zoning Ordinance would be revised to add temporary family health care structures to the list of permitted accessory uses, and would outline the location, structure and occupancy limitations for such structures. The proposed limitations would coincide with the state requirements contained in § 15.2-2292.1 and as described above. Additionally, the amendment would set forth the procedure for requesting administrative approval of temporary family health care structures, and would identify submission requirements, to provide staff with sufficient information to determine that all of the requirements can be met. Given that a temporary family health care structure must meet the same minimum yard requirements as the principal dwelling unit, and many lots are not large enough or configured in such a manner that would allow a temporary family health care structure to locate on a property and still meet the minimum yard requirements, a plat that is drawn to scale, and which may be prepared by the applicant, must be submitted to demonstrate that the proposed temporary family health care structure meets the minimum yard requirements. In addition, the applicant must provide written documentation of the relationship of the caregiver to the physically or mentally impaired individual, and written certification from a doctor licensed by the state of Virginia indicating how the occupant of the temporary family health care structure is mentally or physically impaired. It is also noted that the caregiver must allow inspections of the property by County personnel at reasonable times convenient to the caregiver, in order to ensure continued compliance with these provisions. In addition, the amendment authorizes the Zoning Administrator to revoke the approval if the permit holder violates any of the provisions regarding these structures.

Lastly, the State has authorized local jurisdictions to charge up to a \$100 permit fee to process temporary health care structure requests. Staff is recommending that a \$100 fee be imposed to cover the processing costs for such requests. However, the Board could consider a possible range in fees, from no fee up to \$100, and still be within the scope of advertisement.

Conclusion

Staff believes that is appropriate to incorporate the provisions of § 15.2-2292.1 of the *Code of Virginia* pertaining to temporary family health care structures into the Zoning Ordinance to facilitate the implementation of the state mandated requirements. Therefore, staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of June 4, 2013 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

1 **Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, Definitions, by**
 2 **adding the following definition in its proper alphabetical sequence.**

3
 4 TEMPORARY FAMILY HEALTH CARE STRUCTURE: A transportable residential structure that
 5 is permitted by Sect. 15.2-2292.1 of the Code of Virginia, is primarily assembled at a location other
 6 than its site of installation, is accessory to a single family detached dwelling, and provides an
 7 environment that facilitates a caregiver's provision of care for a mentally or physically impaired
 8 person.

9
 10
 11 **Amend Article 10, Accessory Uses, Accessory Service Uses, and Home Occupations, Part 1,**
 12 **Accessory Uses and Structures, as follows:**

13
 14 - **Amend Sect. 10-102, Permitted Accessory Uses, by adding a new Par. 27 to read as follows**
 15 **and renumbering the subsequent paragraphs accordingly.**

16
 17 27. Temporary family health care structures shall be permitted on lots zoned for and developed
 18 with single family detached dwellings, subject to the approval of the Zoning Administrator
 19 by issuance of a permit and compliance with the following provisions:

20
 21 A. Occupancy of a temporary family health care structure shall be limited to one (1)
 22 mentally or physically impaired person, who is a Virginia resident and requires
 23 assistance with two (2) or more daily living activities as defined in Sect. 63.2-2200 of
 24 the Code of Virginia, or, in the case of a married couple, two (2) occupants, one (1) of
 25 whom is mentally or physically impaired and the other requires assistance with one
 26 (1) or more daily living activities.

27
 28 B. The property on which the temporary family health care structure will be located shall
 29 be owned or occupied by an adult caregiver who provides care for a mentally or
 30 physically impaired person and the property shall be used as the caregiver's primary
 31 residence. The adult caregiver shall be related by blood, marriage, or adoption to or
 32 the legally appointed guardian of the physically or mentally impaired person(s)
 33 occupying the temporary family health care structure.

- 1
2 C. Only one (1) temporary family health care structure shall be permitted on a lot.
3
4 D. Temporary family health care structures shall be limited to a maximum of 300 square
5 feet of gross floor area and shall meet the minimum yard requirements for single
6 family detached dwellings of the zoning district in which located.
7
8 E. Temporary family health care structures shall not be installed on a permanent
9 foundation.
10
11 F. Temporary family health care structures shall be subject to the Industrialized Building
12 Safety Law and the Virginia Uniform Statewide Building Code.
13
14 G. Temporary family health care structures may be required to connect to any water,
15 sewer, and electric utilities that are serving the principal residence on the property,
16 and shall comply with all applicable Health Department requirements.
17
18 H. No signs promoting or advertising the structure shall be permitted on the structure or
19 on the lot.
20
21 I. The following shall be submitted to the Zoning Administrator with any application
22 for a temporary family health care structure:
23
24 (1) The name and contact information of the proposed caregiver, and the relationship
25 of the caregiver to the physically or mentally impaired proposed occupant.
26
27 (2) Address of the property.
28
29 (3) Written certification of physical or mental impairment of the proposed occupant,
30 including verification that the person requires assistance with two or more
31 activities of daily living as defined in Sect. 63.2-2200 of the Code of Virginia, by a
32 physician licensed in the Commonwealth of Virginia.
33
34 (4) Written certification by a physician licensed in the Commonwealth of Virginia that
35 the spouse of the mentally or physically impaired person also requires assistance
36 with one or more activities of daily living as defined in Sect. 63.2-2200 of the Code
37 of Virginia.
38
39 (5) Three copies of a plat drawn to a designated scale of not less than one inch equals
40 fifty feet (1" = 50'), which may be prepared by the applicant, and shall contain the
41 following information:
42
43 (a) The dimensions of the lot, the boundary lines thereof, and the area of land
44 contained therein;
45

1 (b) The dimensions, height and distance to all lot lines of any existing structure on
 2 the lot and of the proposed temporary family health care structure; and

3
 4 (c) The signature and certification number, if applicable, of the person preparing
 5 the plat.

6
 7 (6) A filing fee of \$100 made payable to the County of Fairfax.

8
 9 J. The caregiver shall make provisions to allow inspections of the property by County
 10 personnel during reasonable hours upon prior notice.

11
 12 K. Evidence of compliance with these provisions shall be provided to the Zoning
 13 Administrator on an annual basis.

14
 15 L. Temporary family health care structures shall be removed from the property within
 16 sixty (60) days from the date on which the structure was last occupied by a mentally or
 17 physically impaired person receiving services or in need of the assistance provided for
 18 by the caregiver.

19
 20 M. A permit for a temporary health care structure may be revoked by the Zoning
 21 Administrator due to failure of the applicant to comply with any of the above
 22 provisions.

23
 24 - **Amend Sect. 10-104, Location Regulations, by revising Par. 8 to read as follows:**

25
 26 8. Wayside stands shall be located in accordance with the provisions of Par. 28 30 of
 27 Sect. 102 above.

28
 29 **Amend Article 18, Administration, Amendments, Violations and Penalties, Part 1,**
 30 **Administration, Sect. 18-106, Application and Zoning Compliance Letter Fees, by adding a**
 31 **new Par. 11 to read as follows:**

32
 33 All appeals and applications as provided for in this Ordinance and requests for zoning compliance
 34 letters shall be accompanied by a filing fee in the amount to be determined by the following
 35 paragraphs unless otherwise waived by the Board for good cause shown; except that no fee shall be
 36 required where the applicant is the County of Fairfax or any agency, authority, commission or other
 37 body specifically created by the County, State or Federal Government. All fees shall be made
 38 payable to the County of Fairfax. Receipts therefore shall be issued in duplicate, one (1) copy of
 39 which receipt shall be maintained on file with the Department of Planning and Zoning.

40
 41 11. Temporary Family Health Care Structure: \$100
 42 (The advertised range is \$0 to \$100)

Planning Commission Meeting

July 10, 2013
Verbatim Excerpt

ZONING ORDINANCE AMENDMENT – TEMPORARY FAMILY HEALTH CARE STRUCTURES

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. Let me first thank staff, Cathy Belgin and Lorrie Kirst, for their fine work on this case. This is a straightforward amendment mandated by the General Assembly to allow certain temporary structures facilitating provision of care to mentally or physically impaired family members on residential properties. The Amendment has staff's favorable recommendation with which I concur. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE PROPOSED ZONING ORDINANCE AMENDMENT FOR TEMPORARY FAMILY HEALTH CARE STRUCTURES, AS SET FORTH IN THE STAFF REPORT DATED JUNE 4, 2013, WITH AN EFFECTIVE DATE OF 12:01 A.M. ON THE DAY FOLLOWING ADOPTION.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt the Zoning Ordinance Amendment on Temporary Family Health Care Structures, as articulated by Commissioner Hart, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried unanimously with Commissioner Lawrence absent from the meeting.)

JN

Board Agenda Item
September 24, 2013

4:00 p.m.

Public Hearing on SEA 2009-DR-008 (Oakcrest School) to Amend SE 2009-DR-008 Previously Approved for a Private School of General Education to Permit Modifications to Development Conditions and Site Access with no Increase in Enrollment, Located on Approximately 22.67 Acres of Land Zoned R-E (Hunter Mill District)

This property is located on the South side of Crowell Road, approximately 1,200 feet East of its intersection with Hunter Mill Road and North of Dulles Toll Road. Tax Map 18-4 ((1)) 26C; 18-4 ((8)) A and 4.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 31, 2013, the Planning Commission voted 6-5-1 (Commissioners Donahue, Hall, Hart, Hedetniemi, and Lawrence opposed and Commissioner Sargeant abstaining) to recommend that the Board of Supervisors approve SEA 2009-DR-008, subject to the development conditions dated July 30, 2013.

The Commission also voted 8-2-1 (Commissioners Hart and Lawrence opposed; Commissioner Sargeant abstaining; and Commissioner Hall not present for the vote) to recommend the following actions to the Board of Supervisors:

- Reaffirmation of the transitional screening requirements on the east and south to favor existing vegetation and as shown on the special exception amendment plat; and
- Reaffirmation of the modification of the location of the required barrier along the eastern and southern boundaries to favor that barrier shown on the special exception amendment plat.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4419579.PDF>

STAFF:

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

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Planning Commission Meeting
July 31, 2013
Verbatim Excerpt

SEA-2009-DR-008 – OAKCREST SCHOOL (Hunter Mill District)

Decision Only During Commission Matters
(Public Hearing held on June 20, 2013)

Commissioner de la Fe: Thank you, Mr. Chairman. Mr. Chairman, I have a decision only. It's on SEA 2009-DR-008, Oakcrest School. Mr. Chairman, the public hearing for this case was held on June 20th, 2013. At the public hearing, 16 individuals presented testimony. Most were opposed to granting the SEA. Though there were a variety of issues raised, the predominant one related to the traffic impact on Crowell Road. During the deferral period, we have received a significant amount of further public comment, both supporting and opposing the application. All of those comments will be incorporated into the public record. In order to address not only the traffic management issues, but also removal of the berm, screening, and the relationship to previous actions related to the application property, the decision was deferred until July 25th. A staff report addendum was published on the 25th, which recommended a further deferral to tonight to allow staff additional time to review the submissions from the applicant. A second addendum dated July 30th was published and distributed electronically. As discussed in the addenda, development conditions were developed to attempt to address the issues. Condition 3 references the new date for the SE Plat, which, among other things, changes – which, among other changes, primarily relate to a reduction in the amount of berm to be removed and additional screening. Condition 4 was added to clarify the relationship between land disturbance activities associated with this SEA and the prior approvals collectively known as SP 91-C-070. Conditions 18 and 19 were added to address traffic and transportation demand issues. Conditions 33 and 34 were added to address issues related to the removal of portions of the berm. By approving the original SE, the Board of Supervisors determined that the land use, a Category 3, Private School of General Education, was appropriate. This application is an amendment to the previously-approved Special Exception because the applicant has been unable to acquire the land necessary to achieve the traffic mitigation anticipated in the approved SE. To state the obvious, this is a complicated case. Many of the issues raised with respect to this application had their origins long before this application; however, we must deal with the application before us now, which basically involves site access and traffic management. There is no question that the access point on Crowell will increase traffic on that road and exacerbate an already difficult situation; however, the traffic analyses and conclusions of the folks that we look to for advice tell us that, with the installation of a traffic signal at the intersection of Crowell and Hunter Mill roads, lane improvements, and provision of safety devices to alert vehicular traffic traveling west on Crowell, the increased traffic can be handled. At one point, I considered adding a requirement that a second site access point be provided; however, since the staff has concluded that the single access point, with the associated road improvements, could handle student enrollment at its highest allowable limit, I did not find it prudent to make such a requirement at this time. I believe that the provisions of Development Condition 19 allow the staff to monitor the situation and make the necessary changes. As I stated before, this is a complicated case. It is particularly complicated for me because of the divergent recommendations provided by the Hunter Mill Land Use Committee and staff. When the Land Use Committee and staff agree, it is less complicated for

me to arrive at a recommendation to present to the Commission, whether it's to approve or deny. In this case, the Land Use Committee has recommended denial and staff has recommended approval. I know that in the past I have disagreed with staff. I can't recall a case when I disagreed with the Land Use Committee. In this case, however, since I believe that the issue before us relates not to the appropriate use of the land – since that issue was settled when the Board approved the original SE – but is basically a traffic management issue, I will recommend approval. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SEA 2009-DR-008, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED JULY 30TH, 2013. Thank you.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion?

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. I was not present for the public hearing, but I reviewed the video and read all the materials so I think I'm competent to vote. Mr. Chairman, I've learned that every case is different, but successful applications have a common attribute. An acceptable balance is struck between what the applicant seeks in such terms as use, intensity, and land design, and the interests of the community in offsetting the impact of the development. The previous version of this application had achieved a balance. For a number of reasons, in my view, this version does not and I cannot support it. Thank you.

Chairman Murphy: Is there further discussion of the motion? Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you, Mr. Chairman. I took the time to go to Crowell Road and drive it and I concur with Mr. Lawrence's comments. I am not convinced that this solution is appropriate for the neighbors and for the traffic congestion that is very likely in that area – in an already congested area. So I will not support it.

Chairman Murphy: Further discussion of the motion? Ms. Hall.

Commissioner Hall: Yes. Mr. Chairman, I also agree with Commissioner Lawrence. I cannot support the application – probably for the more simple reason that – when we work with our communities they've got to trust what we say. And if we get their support for a particular remedy, then we have to ensure that remedy stays as part of the application. So, therefore, I cannot support any traffic going out on Crowley (sic).

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: Yes, I also had hoped that in the interim we would be given more consideration to a transportation alternative that would have located the circle – the proposed circle of the previous SE further south so that it would be only on two properties. And – however, in consulting with staff, I was found out that that was – that the owners of those properties were not amendable to that alternative. And so it would require condemnation if they wanted to pursue that and they – so I’m going to support the motion as enunciated.

Chairman Murphy: Mr. Sargeant?

Commissioner Sargeant: I’ll wait until the end, Mr. Chairman.

Chairman Murphy: All right. All those in favor of the motion –

Commissioner Donahue: Mr. Chairman? Mr. Chairman?

Commissioner de la Fe: Mr. Donahue.

Chairman Murphy: Oh, I’m sorry.

Commissioner Donahue: Yes, Mr. Chairman. I’m not sure exactly what some of these comments mean because not supporting the motion can take one of two directions. I’m going to have to oppose the motion. I’m going to have to oppose this application. And the reason I’m going to have to oppose it because I am clearly and emphatically on record with respect to Crowell Road – a number of years ago – saying this application doesn’t work with Crowell Road access. I’ve always believed that. I believed it three years ago; I believe it now. And we still have Crowell Road access. I’m going to tell just a little story that goes a little further. We’ve been all wound up about – about the turn – about the roundabout. The roundabout, for me, has always been a secondary consideration. The need for the roundabout – or it is made necessary by the fact that the Crowell Road access point does not work. That leaves us with Hunter Mill. If you have a Hunter Mill access point and a right-out only – and you would sure as heck have to have that – most of the folks dropping people off there, I think, are going to want to get back to the Toll Road. And with a right-out only, in order to get back to the Toll Road, they’re going to go a long, long ways without a roundabout to do so. That’s what made the roundabout necessary; nothing else. There’s nothing independent with respect to the roundabout other than you need the roundabout if you’re going to have a route (sic) – a right-only out on Hunter Mill Road. But the Crowell Road issue, it just has never – it has never gotten my support. Crowell Road is not going to accommodate, I don’t think, what it’s going to have to accommodate as an access point to this application without greatly, greatly inconveniencing people in the area. And also, I think it’s a dangerous – I think it’s a dangerous situation. So I’m going to have to oppose the application. Thank you, Mr. Chairman.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 2009-DR-008, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Donahue, Hall, Hart, Hedetniemi, and Lawrence: No.

Chairman Murphy: Motion carries – well, I believe I'm going to take a division on this. Mr. Donahue?

Commissioner Donahue: No.

Chairman Murphy: Ms. Hedetniemi?

Commissioner Hedetniemi: No.

Chairman Murphy: Mr. Litzenberger?

Commissioner Litzenberger: Yes.

Chairman Murphy: Mr. Flanagan?

Commissioner Flanagan: Yes.

Chairman Murphy: Mr. Lawrence?

Commissioner Lawrence: No.

Chairman Murphy: Mr. de la Fe?

Commissioner de la Fe: Yes.

Chairman Murphy: Ms. Hall?

Commissioner Hall: Yes. No! N, no. Yes, on Ms. Hall, but the answer is no.

Chairman Murphy: I thought Ms. Harsel came back.

Commissioner Hall: We'll have words over that one.

Chairman Murphy: Mr. Hart?

Commissioner Hart: No.

Chairman Murphy: Mr. Sargeant?

Commissioner Sargeant: Mr. Chairman, in addition to not participating in the public hearing, I want the record to show that I am I not participating in the vote.

Chairman Murphy: Okay. Mr. Migliaccio?

Commissioner Migliaccio: Yes.

Chairman Murphy: Ms. Hurley?

Commissioner Hurley: Yes.

Chairman Murphy: The chair votes aye. And the motion passes 7 – 5 to one.

Commissioner de la Fe: Too many – 6-5-1.

Chairman Murphy: 6-5-1, I'm sorry.

Commissioner Hall: I want an auditor.

Commissioner de la Fe: Mr. Chairman –

Chairman Murphy: Yes, well you confused me with your vote. You're lucky I put it down in the right column.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND REAFFIRMATION OF THE PREVIOUS MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENTS ON THE EAST AND SOUTH TO FAVOR EXISTING VEGETATION AND AS SHOWN ON THE SPECIAL EXCEPTION AMENDMENT PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Hart and Lawrence: No.

Chairman Murphy: Motion carries. Is it the same division?

Commissioner Donahue: I support that motion, Mr. Chairman. As long as we're going to have the project anyway, I think it's a good motion to support.

Chairman Murphy: Okay, who votes no on that one? Mr. Lawrence votes no and Mr. Hart votes no.

Commissioner Sargeant: Not participating.

Chairman Murphy: And same abstention; Mr. Sargeant. Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND REAFFIRMATION OF THE PREVIOUS MODIFICATION OF THE LOCATION OF THE REQUIRED BARRIER ALONG THE EASTERN AND SOUTHERN BOUNDARIES TO FAVOR THAT BARRIER THAT IS SHOWN ON THE SPECIAL EXCEPTION AMENDMENT PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Hart and Lawrence: No.

Chairman Murphy: Motion carries. Mr. Lawrence and Mr. Hart vote no. Mr. Sargeant abstains. Is that it?

Commissioner de la Fe: That's it.

Chairman Murphy: Well you were right about one thing. You carried all the votes when you said this is a complicated application.

Commissioner de la Fe: Yes. Thank you, Mr. Chairman. And I realize that this is not satisfactory, probably, to anyone. And I also believe that given the development conditions that exist, this may not be the end of the case.

Chairman Murphy: You heard it here first.

Commissioner de la Fe: So, as I said, the origins on this extend more than 20 years and may be around another 20 years. And then it will be back in Dranesville.

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(The first motion carried by a vote of 6-5-1 with Commissioners Donahue, Hall, Hart, Hedetniemi, and Lawrence opposed; Commissioner Sargeant abstaining.)

(The second and third motions carried by a vote of 8-2-1 with Commissioners Hart and Lawrence opposed; Commissioner Sargeant abstaining; Commissioner Hall not present for the vote.)

JLC

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