FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 8, 2014

AGENDA

9:30	**Done**	Presentations
10:30	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Sunset Manor Residential Permit Parking District, District 18 (Mason District)
2	**Approved**	Streets into the Secondary System (Dranesville and Springfield Districts)
3	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Mason District)
4	**Approved**	Authorization to Advertise a Public Hearing to Consider Changing The Code of the County of Fairfax, Virginia, Chapter 82, Motor Vehicles and Traffic, Article 5, Section 32, Initial Hookup and Towing Fee
5	**Approved**	Authorization to Advertise a Public Hearing to Consider Adoption of an Ordinance to Approve a Joint Exercise of Powers Agreement to Authorize Participation in a Trust Fund With Other Virginia Jurisdictions For the Purpose of Investing Public Funds
	ACTION ITEMS	
1	**Approved**	Approval of Head Start/Early Head Start Response to Federal Monitoring Review
2	**Approved**	Authorization to Sign the Dulles Corridor Metrorail Project Phase 1 Operations and Maintenance Agreement for the Dulles International Airport Access Highway (DIAAH) and Dulles Connector Road (DCR) and Phase 1 Facilities
3	**Approved**	Approval of a Memorandum of Understanding Between the Fairfax County Police Department, Polaris Project, U.S. Attorney's Office for the Eastern District of Virginia (Alexandria Division), Virginia Office of the Attorney General, the Federal Bureau of Investigation, Department of Homeland Security-Investigations and Criminal Enforcement (ICE), and the Arlington County Police Department

FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 8, 2014

	INFORMATION ITEMS	
1	**Noted**	Fairfax County Receipt of Four Mid-Atlantic Chapter American Public Works Association Project of the Year Awards: Newington DVS Maintenance Facility, West Ox Maintenance Building Storage Addition, Fairfax County Historic Courthouse, and Moving Bed BioFilm Reactor (Mount Vernon, Providence, and Springfield Districts)
2	**Noted**	International Building Safety Month
10:40	**Done**	Matters Presented by Board Members
11:30	**Done**	Closed Session
	PUBLIC HEARINGS	
3:00	**Public hearing held; decision deferred**	Public Hearing on the FY 2015 Effective Tax Rate Increase
3:00	**Public hearing held; decision deferred**	Public Hearing for a Sewer Ordinance Amendment to Revise the Sewer Service Charges and the Base Charges and to Maintain the Availability Charges
3:00	**Public hearing held; decision deferred**	Public Hearing on Amendment to the Code of the County of Fairfax, Chapter 41.1 to Increase Adoption and Boarding Fees for Dogs and Cats
3:30	**Deferred to 4/29/14 at 3:30 p.m.**	Public Hearing on RZ 2013-LE-013 (Eastwood Properties, Inc.) (Lee District)
3:30	**Decision Only Deferred to 4/29/14 at 3:30 p.m.**	Public Hearing on SE 2013-MV-015 (Albert Gagliardi) (Mount Vernon District)
3:30	**Approved**	Public Hearing on PCA 86-D-108 (William Weiss) (Dranesville District)
4:00	**Approved**	Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Dranesville District)
6:00	**Held; Public Hearing continued to April 9, 2014**	Public Hearing on the County Executive's Proposed FY 2015 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2015-2019 (CIP) (With Future Fiscal Years to 2024) and the Current Appropriation in the FY 2014 Revised Budget Plan

R E V I S E D

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
April 8, 2014

9:30 a.m.

PRESENTATIONS

PRESENTATION to Fairfax County of a check from the United Way of the National Capital Area representing the amount that was contributed through the Fairfax-Falls Church Community Impact Fund in 2013.

RECOGNITIONS

- CERTIFICATE – To recognize the Virginia Department of Transportation and the Fairfax County Department of Public Works and Environmental Services for their outstanding snow removal efforts. Requested by Chairman Bulova and Supervisor Herrity.

- RESOLUTION – To recognize South County Senior Center for its 40th anniversary and all county senior centers for their work. Requested by Chairman Bulova and Supervisors McKay, Gross and Hyland.

- RESOLUTION – To recognize Michael Knapp for his years of service to Fairfax County. Requested by Supervisor Smyth.

— more —

Board Agenda Item
April 8, 2014

DESIGNATIONS

- PROCLAMATION – To designate May 2014 as Building Safety Month in Fairfax County. Requested by Supervisor Frey.

- PROCLAMATION – To designate April 27, 2014, as Holocaust Remembrance Day in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate May 2014 as Lyme Disease Awareness Month in Fairfax County. Requested by Supervisor Herrity.

- PROCLAMATION – To designate May 2014 as Break the Silence on Ovarian Cancer Month in Fairfax County. Requested by Chairman Bulova.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs

Board Agenda Item
April 8, 2014

10:30 a.m.

Items Presented by the County Executive

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Board Agenda Item
April 8, 2014

ADMINISTRATIVE - 1

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

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G of *The Code of the County of Fairfax, Virginia*, to expand the Sunset Manor Residential Permit Parking District (RPPD), District 18.

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

TIMING:
The Board should take action on April 8, 2014, to advertise a public hearing for April 29, 2014, at 4:00 p.m.

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

establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

A peak parking demand survey was conducted for Dannys Lane from Scoville Street to Magnolia Lane and Scoville Street from Dannys Lane to the end west. This survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $1,000 to be paid out of Fairfax County Department of Transportation funds.

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

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT

Attachment I

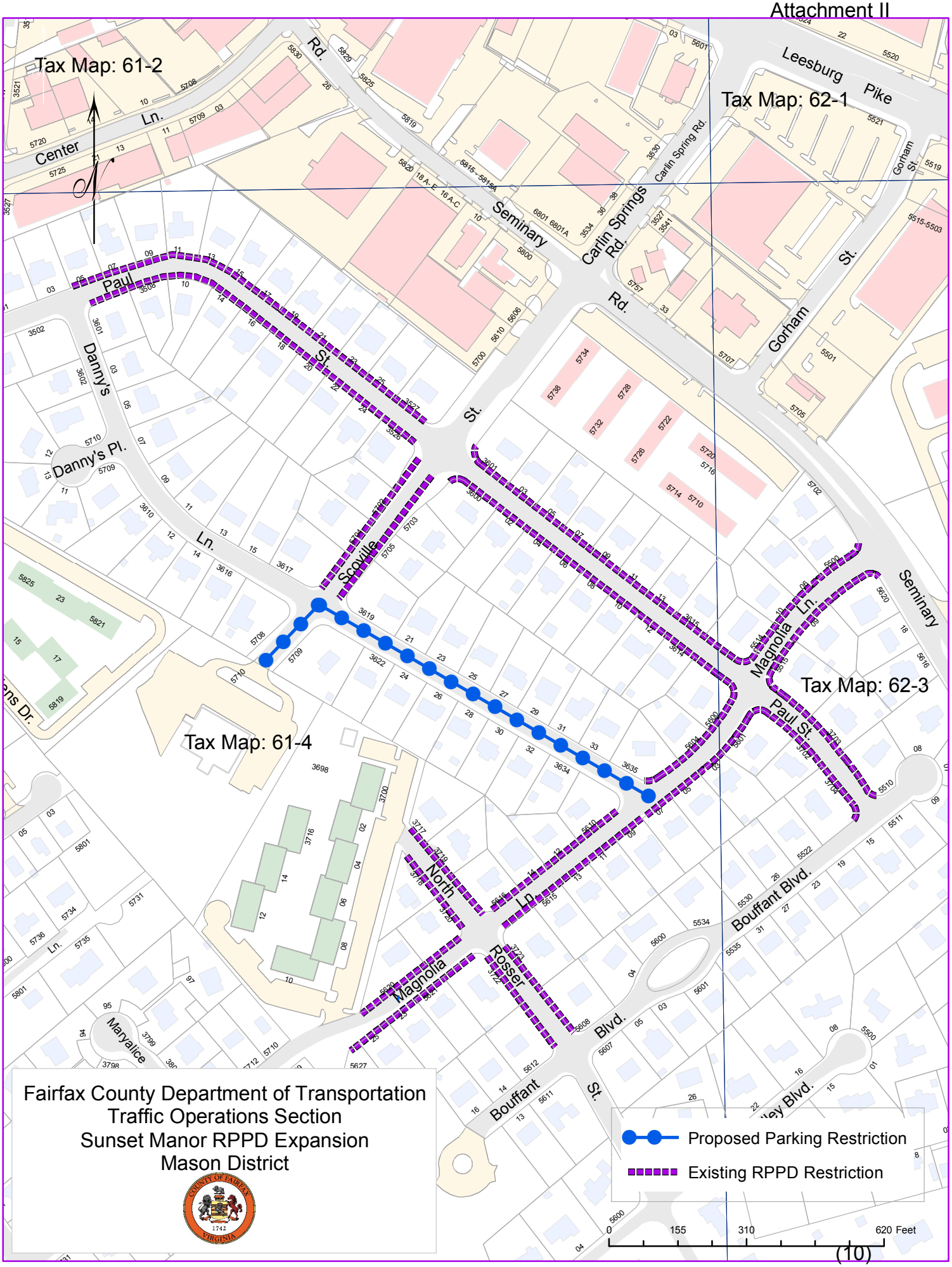
Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following streets to Appendix G-18, Section (b), (2), Sunset Manor Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Dannys Lane (Route 1846):
From Scoville Street to Magnolia Lane

Scoville Street (Route 1845):
From Paul Street to ~~Dannys Lane.~~ the end west

Attachment II



Fairfax County Department of Transportation
Traffic Operations Section
Sunset Manor RPPD Expansion
Mason District

Board Agenda Item
April 8, 2014

ADMINISTRATIVE – 2

Streets into the Secondary System (Dranesville and Springfield Districts)

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

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

Subdivision	**District**	**Street**
Herndon Crossing (Formerly Young Property)	Dranesville	Fantasia Drive (Route 6259)
		Winterwood Place (Route 6277)
Estates at Fairfax	Springfield	Meadow Estates Drive
		Knight Arch Road
		Knight Arch Court
		Katherine Hanley Court
		Lee Highway (Route 29) (Additional Right-of-Way Only)

TIMING:
Routine.

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Forms

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Director, Land Development Services, DPWES

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 0683-SD-005

SUBDIVISION PLAT NAME: Herndon Crossing (Formerly Young Property)

COUNTY MAGISTERIAL DISTRICT: Dranesville

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

BY: Nellie Ayphonsa

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 02/27/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Fantasia Drive (Route 6259)	Existing Fantasia Drive (Route 6259) - 187' SW CL Bayou Drive (Route 6279)	164' SW to End of Cul-de-Sac	0.03
Winterwood Place (Route 6277)	Existing Winterwood Place (Route 6277) - 590' NE CL Builders Road (Route 6258)	117' NE to End of Cul-de-Sac	0.02
		TOTALS:	0.05

NOTES:

Fantasia Drive: 4' Concrete Sidewalk around the Cul-de-Sac to be maintained by Fairfax County.

Winterwood Place: 4' Concrete Sidewalk around the Cul-de-Sac of to be maintained by VDOT.

Attachment 1

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

ENGINEERING MANAGER: Terry L. Yates, P.E.
BY: Nadia Alphonse

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

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

PLAN NUMBER: 1866-SD-01
SUBDIVISION PLAT NAME: Estates at Fairfax
COUNTY MAGISTERIAL DISTRICT: Springfield

FOR OFFICIAL USE ONLY
DATE OF VDOT INSPECTION APPROVAL: 02/24/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Meadow Estates Drive	CL Lee Highway (Route 29) - 1,115' SW CL Willowmeade Drive (Route 5407)	1,002' NE to End of Cul-de-Sac	0.19
Knight Arch Road	CL Willowmeade Drive (Route 5407) - 555' N CL Lee Highway (Route 29)	1,063' W to CL Meadow Estates Drive	0.20
Knight Arch Court	CL Knight Arch Road - 413' W CL Willowmeade Drive (Route 5407)	385' N to End of Cul-de-Sac	0.07
Katherine Hanley Court	CL Meadow Estates Drive - 151' N CL Lee Highway (Route 29)	198' W to Section Line	0.04
Lee Highway (Route 29) (Additional Right-of-Way Only)	232' SW CL Willowmeade Drive (Route 5407)	1,006' SW to End of Dedication	0.00
		TOTALS:	0.50

NOTES:

Meadow Estates Drive: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.
Knight Arch Road: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.
Knight Arch Court: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.
Katherine Hanley Court: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.
Lee Highway: 8' Asphalt Trail on North Side to be maintained by Fairfax County.

Board Agenda Item
April 8, 2014

ADMINISTRATIVE - 3

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

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

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

- Four Speed Humps on Wayne Road (Mason District)

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

TIMING:
Board action is requested on April 8, 2014.

BACKGROUND:
As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners' or civic association. Traffic calming employs the use of physical devices such as multi-way stop signs (MWS), speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On March 7, 2014, the Department of Transportation received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan.

FISCAL IMPACT:
Funding in the amount of $30,000 for the traffic calming measures associated with the Wayne Road project is available in Fund100-C10001, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Wayne Road

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Operations Section, FCDOT

Attachment I

March 10, 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
WAYNE ROAD
Mason District

A Fairfax Co. Va., publication

Tax Map: 50-3, 50-4, 60-1, 60-2

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ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider Changing *The Code of the County of Fairfax, Virginia*, Chapter 82, Motor Vehicles and Traffic, Article 5, Section 32, Initial Hookup and Towing Fee

ISSUE:
Board of Supervisors' authorization to advertise a public hearing to change Section 82-5-32, Removal, immobilization, and disposition of vehicles unlawfully parked on private or County property, of The Code of the County of Fairfax, Virginia, to increase the initial hookup and towing fee by $10.00 for trespass towing services.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on the proposed changes to Section 82-5-32(G).

TIMING:
Board action is requested on April 8, 2014, to authorize advertisement to provide sufficient time to advertise the proposed public hearing scheduled on April 29, 2014 at 4:30 p.m. If adopted, this ordinance would become effective on May 1, 2014.

BACKGROUND:
Code of Virginia § 46.2-1232 enables the County to regulate the removal or immobilization of trespassing vehicles and § 46.2-1233 enables the County to regulate towing fees.

Fairfax County Code Section 82-5-32(G) sets forth towing fees and procedures for review of these fees every two years by the Director of the Department of Cable and Consumer Services. These fees were last revised effective January 24, 2012.

When reviewing trespass towing fees, staff uses an index of cost elements relevant to trespass tow operations. These cost elements include salaries and wages, vehicle purchase, fuel, insurance, and maintenance expenses. In the most recent review, staff used August 2013 data from the Bureau of Labor Statistics Indices. As a result of this review, a $10.00 increase of the initial hookup and tow fee from the current fee of $125 to $135 is recommended. This fee is equivalent to the initial hookup and tow fee authorized in Virginia Code § 46.2-1233.1, effective January 1, 2013.

The Trespass Towing Advisory Board (TTAB) held a public hearing on the item on January 22, 2014, and voted to recommend the fee change.

The Consumer Protection Commission received staff briefings on the proposed amendment on February 18, 2014, and voted to support TTAB's recommendation.

ENCLOSED DOCUMENTS:
Attachment 1: Virginia Code § 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles.
Attachment 2: Virginia Code § 46.2-1233. Localities may regulate towing fees.
Attachment 3: Virginia Code § 46.2-1233.1 Limitation on charges for towing and storage of certain vehicles.
Attachment 4: Proposed Ordinance; draft Fairfax County Code § 82-5-32(G)
Attachment 5: Staff Report to Trespass Tow Advisory Board, January 22, 2014

STAFF:
David J. Molchany, Deputy County Executive
John Burton, Assistant County Attorney
Michael Liberman, Director, Department of Cable and Consumer Services
Henri Stein McCartney, Chief, Regulation and Licensing Branch, DCCS

Attachment 1

Code of Virginia

§ 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles.

A. The governing body of any county, city, or town may by ordinance regulate the removal of trespassing vehicles from property by or at the direction of the owner, operator, lessee, or authorized agent in charge of the property. In the event that a vehicle is towed from one locality and stored in or released from a location in another locality, the local ordinance, if any, of the locality from which the vehicle was towed shall apply.

B. No local ordinance adopted under authority of this section shall require that any towing and recovery business also operate as or provide services as a vehicle repair facility or body shop, filling station, or any business other than a towing and recovery business.

C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed, or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent. For the purposes of this subsection, "agent" shall not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation, suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Nothing in this subsection shall be applicable to public safety towing. (Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 573; 2006, cc. 874, 891; 2009, cc. 186, 544; 2012, cc. 149, 812.)

Attachment 2

Code of Virginia

§ 46.2-1233. Localities may regulate towing fees.

The governing body of any county, city, or town may by ordinance set reasonable limits on fees charged for the removal of motor vehicles, trailers, and parts thereof left on private property in violation of § 46.2-1231, and for the removal of trespassing vehicles under § 46.2-1215, taking into consideration the fair market value of such removal.

(Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 571, 573.)

Code of Virginia

§ 46.2-1233.1. Limitation on charges for towing and storage of certain vehicles.

A. Unless different limits are established by ordinance of the local governing body pursuant to § 46.2-1233, as to vehicles towed or removed from private property, no charges imposed for the towing, storage, and safekeeping of any passenger car removed, towed, or stored without the consent of its owner shall be in excess of the maximum charges provided for in this section. No hookup and initial towing fee shall exceed $135. For towing a vehicle between seven o'clock p.m. and eight o'clock a.m. or on any Saturday, Sunday, or holiday, an additional fee of no more than $25 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle. No charge shall be made for storage and safekeeping for a period of twenty-four hours or less. Except for fees or charges imposed by this section or a local ordinance adopted pursuant to § 46.2-1233, no other fees or charges shall be imposed during the first 24-hour period.

B. The governing body of any county, city, or town may by ordinance, with the advice of an advisory board established pursuant to § 46.2-1233.2, (i) provide that no towing and recovery business having custody of a vehicle towed without the consent of its owner impose storage charges for that vehicle for any period during which the owner of the vehicle was prevented from recovering the vehicle because the towing and recovery business was closed and (ii) place limits on the amount of fees charged by towing and recovery operators. Any such ordinance limiting fees shall also provide for periodic review of and timely adjustment of such limitations.

(1990, c. 266; 1993, c. 598; 2006, cc. 874, 891; 2013, c. 592.)

Attachment 4

AN ORDINANCE AMENDING
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO
MOTOR VEHICLES AND TRAFFIC

Draft of March 12, 2014

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 82-5-32(G) relating to Motor Vehicles and Traffic.

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

1. That Section 82-5-32(G) is amended and readopted as follows:

CHAPTER 82 – Motor Vehicles and Traffic.

Article 5. – Stopping, Standing and Parking.

Section 82-5-32. – Removal, immobilization, and disposition of Vehicles unlawfully parked on private or County property.

(G) Rates and Charges.

(1) Change to Rates and Charges.

(a) Changes in rates and charges for trespass Towing services rendered by Operators shall be approved by the Board.

(b) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.

(c) The Director shall conduct a review of rates every two years.

(d) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis, investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.

(e) Whenever the Director or Advisory Board determines a rate change is warranted, all registered Operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5

by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change
(Insert the Name of the trespass Tower)

A proposed change in trespass Towing rates is under consideration by the Fairfax County government. The proposed rates are: (Insert description of the proposed changes).

The proposed trespass Towing rate change shall be considered by the Trespass Towing Advisory Board at a public hearing. The date, time and location of the public hearing may be obtained by calling the Department of Cable and Consumer Services. Any interested person may appear before the Advisory Board to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable and Consumer Services at 703-324-5966.

(f) Notices with respect to a proposed rate change shall be posted within ten days of the staff report for such change and shall remain posted until the change in rates is denied or becomes effective.

(2) Rates and Charges.

(a) It shall be unlawful for an Operator to charge any fees exceeding the fees set forth in this Section.

(i) Immobilization. An Operator may charge a Vehicle Owner a maximum fee of $75.00 for the release of a Vehicle when it is Immobilized. No other fee of any type may be charged.

(ii) Drop Fee. An Operator may charge a Vehicle Owner a maximum fee of $50.00 for the release of a Vehicle prior to Towing the Vehicle from private property. No other fee of any type may be charged.

(iii) Hookup and initial Towing fee shall not exceed:

A. ~~$125.00~~ $135.00 for Vehicles with a gross vehicle weight rating (GVWR) of 7,500 pounds or less.

B. $250.00 for Vehicles with a GVWR of 7,501 pounds through 10,000 pounds.

C. $500.00 for Vehicles with a GVWR greater than 10,000 pounds.

D. For towing a vehicle between seven o'clock p.m. and eight o'clock a.m. or on any Saturday, Sunday, or holiday, a maximum additional fee of $25 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle.

E. No other fees or charges shall be imposed during the first 24 hour period.

(iv) Storage fee for the safekeeping of Vehicles:

A. No charge shall be made for storage and safekeeping of a Vehicle for the first 24 hours the Vehicle is on the Storage Site.

B. After the Vehicle is on the Storage Site for more than 24 hours, a Vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed:

1. $50.00 for any Vehicle 22 feet long or less.

2. $5.00 per foot for any Vehicle over 22 feet in length.

(v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed $75.00. This fee may only apply after the Vehicle is on the Storage Site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the Vehicle Owner.

(vi) No other administrative fees shall be charged, or any other charges unless expressly set forth herein.

(b) Upon Vehicle release, the Operator shall give the Vehicle Owner a receipt itemizing all charges.

(c) An Operator shall not require a Vehicle Owner to sign any waiver of the Vehicle Owner's right to receive compensation for damages to the owner's Vehicle as a condition of the owner retrieving the Towed Vehicle.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the provisions of this ordinance shall take effect on May 1, 2014.

GIVEN under my hand this_____ day of _____, 2014

_____

Clerk to the Board of Supervisors

Attachment 5

STAFF REPORT TO
TRESPASS TOW ADVISORY BOARD
January 22, 2014

Revision to Fairfax County Code
Chapter 82-5-32(G), Rates and Charges

Authority Granted by Virginia Code

Virginia Code Ann. § 46.2-1232 enables Fairfax County to regulate the removal or immobilization of trespassing vehicles.

> § 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles.
>
> A. The governing body of any county, city, or town may by ordinance regulate the removal of trespassing vehicles from property by or at the direction of the owner, operator, lessee, or authorized agent in charge of the property. In the event that a vehicle is towed from one locality and stored in or released from a location in another locality, the local ordinance, if any, of the locality from which the vehicle was towed shall apply.
>
> B. No local ordinance adopted under authority of this section shall require that any towing and recovery business also operate as or provide services as a vehicle repair facility or body shop, filling station, or any business other than a towing and recovery business.
>
> C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed, or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent. For the purposes of this subsection, "agent" shall not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation, suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Nothing in this subsection shall be applicable to public safety towing.

Va. Code Ann. § 46.2-1233 enables Fairfax County to regulate towing fees.

§ 46.2-1233. Localities may regulate towing fees.

The governing body of any county, city, or town may by ordinance set reasonable limits on fees charged for the removal of motor vehicles, trailers, and parts thereof left on private property in violation of § 46.2-1231, and for the removal of trespassing vehicles under § 46.2-1215, taking into consideration the fair market value of such removal.

Va. Code Ann. § 46.2-1233.2 Requires an advisory board be appointed prior to adopting or amending any local trespass towing ordinance.

§ 46.2-1233.2. Advisory board.

Prior to adopting or amending any ordinance pursuant to § 46.2-1232 or § 46.2-1233, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance. Voting members of the advisory board shall consist of an equal number of representatives of local law-enforcement agencies and representatives of licensed towing and recovery operators, and one member of the general public. Any such advisory board shall meet at least once per year at the call of the chairman of the advisory board, who shall be elected annually from among the voting members of the advisory board by a majority vote.

Fairfax County Code Provisions

Pursuant to the authority granted by Virginia Code, Fairfax County enacted regulations for trespass tow operations in Chapter 82-5-32 of Fairfax County Code. Section 82-5-32(G) contains towing fees set by Fairfax County and sets procedures for review of

these rates every two years by the Director of the Department of Cable and Consumer Services. These fees were last revised effective January 24, 2012.

When reviewing trespass towing rates, staff uses an index of cost elements relevant to trespass tow operations. These cost elements include salaries and wages, vehicle purchase, fuel, insurance and maintenance expenses. In the most recent review, staff used August 2013 data from the Bureau of Labor Statistics Indices (See Table 1). As a result of this review, staff is recommending a $10.00 increase of the initial hookup and tow fee from the current rate of $125 to $135.

Staff also conducted a survey of other jurisdictions' trespass towing rates. This rate comparison is shown on Attachment 1.

In accordance with Va. Code § 46.2-1233.2, Fairfax County established the Trespass Tow Advisory Board, effective July 1, 2006. The Trespass Tow Advisory Board has conducted meetings and provided an open forum for tow operators, the public and staff from the Department of Cable and Consumer Services to discuss a change to the current towing rates. Chapter 82-5-32(G)(1)(d) requires the Trespass Tow Advisory Board to consider changes to rates brought forth by the Director by conducting a public hearing. That public hearing was conducted on January 22, 2014 after which the Trespass Tow Advisory Board voted unanimously to recommend that the Board of Supervisors approve the proposed increase.

SECTION 82-5-32

Section 82-5-32(G)(2)
The proposed rate change would set the hookup and initial towing fee for vehicles with a GVWR of 7,500 or less at $135, equivalent to the hookup and initial tow fee allowed by Virginia Code § 46.2-1233.1, which was amended in 2013.

Reason for change:
The current Fairfax County trespass towing rates became effective on January 24, 2012. As required by Fairfax County Code, the Director of the Department of Cable and Consumer Services has performed a review of the currently effective rates. Staff analysis of the cost of conducting tow operations using the Towing Cost Index and current data from the Bureau of Labor Statistics Indices supports this increase of the Fairfax County initial hookup and tow rate to $135.

Immobilization	$75.00
Drop fee	$50.00
Vehicles 7,500 GVWR or less	
Hookup and initial towing fee	~~$125.00~~ $135.00
Vehicles 7,501 GVWR to 10,000 GVWR	

Hookup and initial towing fee	$250.00

Vehicles with GVWR greater than 10,000

Hookup and initial towing fee	$500.00

All Vehicles

Additional fees - towed between 7:00 PM and 8:00 AM and/or if towed on a Saturday or Sunday and/or holiday,	$25.00 *

(* Limit of two additional fees may be added for a total of $50.00)

Vehicle Storage

Storage and safekeeping first twenty-four hours or less vehicle is on the lot.	None

Storage and safekeeping for every 24 hour period or portion thereof a vehicle is on the lot after the first 24 hour period.

22 feet or less in length	$50.00
Over 22 feet in length	$5.00 per foot

Other fees or charges imposed while vehicle is on the storage lot:

During the first 72 hours	None
After first 72 hours - Administrative fee	$75.00

Fairfax County Towing Cost Index Analysis, 2011 to 2013

Table 1 shows the effect of adjusting the various elements within the Towing Rate Cost index by several measures of the Consumer Price Index, from the period in which towing rates were last set (2011) up to the current period. Therefore, the last period in which there was a change in rates for towing rates was 2011-2012, when a base rate charge of $125 was established. Adjusting the current $125 rate to the period 2013-2014, based on changes in the Fairfax County Towing cost index, provides a justification to inflate (increase) the current rate from $125 to $133.12, or rounded to $135.

Table 1

Towing Rate of $125

1	2	3	5	6	7	8
					Feb. 2011 -	
Towing Cost Element	**BLS Index**	**Weight**	Feb- 2011*	Aug. 2013	Aug. 2013	**Weight**
Salaries, Wages and Profits	CPI	0.62	221.30	233.90	1.06	81.91
Vehicle Purchase	New Vehicles	0.14	140.20	145.32	1.04	18.14
Fuel	Motor Fuel	0.11	271.83	310.35	1.14	15.70
Insurance and Other	Private Transportation	0.08	198.100	214.58	1.08	10.83
Maintenance, Parts and Equipment	Motor Vehicle Maintenance and Repairs	0.05	250.90	262.50	1.05	6.54
TOTAL COMPOSITE INDEX		1.00				
Rate inflated to August 2013						**$133.12**

Bureau of Labor Statistics Indices, August 2013

Local Jurisdiction Trespass Tow Rate Comparison Chart

Jurisdiction	Regional Trespass Towing Fees			Effective Rates		Additional Fees				Large Vehicles							
	Base Tow	Night/weekend or After Hours	First 24 hours storage	Daytime	Nights and Weekends - maximum	Drop	Storage After 24 Hours	Administrative	Per mile towed	Vehicle Storage >22 feet/charge per foot	7,501 - 10,000 lbs	>7,501 lbs	>8,000 lbs	>10,001 lbs	>11,001 lbs	>20,000 lbs	>26,001 lbs
Virginia State Code[1, 2]	135	25		135	185	25											
Fairfax County Proposed	135	25		135	185	50	50	75		5	250			500			
Fairfax County Current[3]	125	25		125	175	50	50	75		5	250			500			
Alexandria	125	25		125	175	50		75		5	250			500			
Arlington	125			125	125	25	50					250		500			
Falls Church	100			100	100	25	40										
Loudoun County (State)	135	25		135	185	25											
Prince William County[4]	125	35		125	160	50	50	50						175			300
Charlottesville (State)	135	25		135	185	50						250					500
Fredericksburg	100	25		100	150	50	30										
Lynchburg	125			125	125	50											
Manassas (State)[5]	135	25		135	185	25	20										
Richmond[6]	125			125	125	30	35	30									
Virginia Beach[7]	145			145	145	25	25	75				145			285		
District of Columbia	100		20	120	120	50	20						275				
Montgomery County[8,9, 10]	100		20	120	120	50	25		4				160			320	
Median (mid-point)	125	25	20	125	147.50	40	32.50	75	-	5	250	250	217.50	500	-	-	400

[1] Under the State code, a towing company may charge an after-hours fee ($25) plus if applicable, a Saturday, Sunday, or Holiday fee ($25) for a maximum additional charge of $50.

[2] State code is silent as to the dollar amount that a towing company may charge for "storage and safekeeping" after the first 24 hours.
[3] Fairfax County current code allows a towing company to charge an after-hours fee ($25) plus, if applicable, a Saturday, Sunday or Holiday fee ($25) for a maximum additional charge of $50.
[4] Administrative Fee of $50 after "three full business days." Allows for $35 Night/Weekend fee if vehicle is released during night, weekend or holiday hours.
[5] Allows for $20 per day for storage and safekeeping after the first 24 hours.
[6] Administrative Fee of $30 after 72 hours.
[7] Administrative fee of $75 after 72 hours.
[8] No drop fee if the vehicle has not been lifted at least six inches off the ground.
[9] Tow company may charge $4 per mile, actual distance to "nearest storage yard available to the towing service" in the County, to a maximum charge of 12 miles ($48).
[10] Vehicles 8,001 to 20,000 lbs: $5/mile tow, $80 drop, $15 first 24 hrs. storage, then $40/day. Over 20,000 lbs: $10/mile tow, $160 drop, $30 first 24 hrs., then $80/day.

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Adoption of an Ordinance to Approve a Joint Exercise of Powers Agreement to Authorize Participation in a Trust Fund With Other Virginia Jurisdictions For the Purpose of Investing Public Funds

ISSUE:
Board authorization to advertise a public hearing to consider adoption of an ordinance to approve a joint exercise of powers agreement that authorizes participation in a trust fund as an additional resource for the investment of public funds held by the County. The Virginia Association of Counties (VACo) and the Virginia Municipal League (VML) have created the Virginia Investment Pool, a trust fund as a means by which local jurisdictions can obtain the benefits of enhanced earnings through medium-term investing in a professionally managed investment pool.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing to consider approving a joint exercise of powers agreement for the purpose of participation in the Virginia Investment Pool (VIP) Trust Fund in cooperation with other jurisdictions in the Commonwealth of Virginia.

The VIP offers Virginia jurisdictions an investment option that reduces costs through expense sharing and opens investment opportunities that might not be available to them if acting individually. The VIP is structured to require that all investments are in accordance with the requirements and restrictions of Virginia law, under the supervision of local treasurers, directors of finance and municipal investment managers. The objective of this pool, unlike others, such as the Local Government Investment Pool (LGIP) managed by the Virginia Department of Treasury, is to invest in securities in the one- to three-year maturity range while providing participants access to their funds as needed. The ability to invest in the VIP would expand the County's revenue options in line with its three fundamental investment principles: continued safety of principal, adequacy of liquidity, and reasonable return on investment.

TIMING:
It is proposed that the Board authorize advertisement of a public hearing to be held on April 29, 2014, at 4:00 PM.

BACKGROUND:
Local jurisdictions are permitted by Virginia law to invest public funds, subject to clearly defined limits as to the type of securities and the credit quality of the investments. Monies needed to meet bill-paying and other short term obligations are typically invested in money market accounts or certificates of deposit or placed with an external money manager. Many jurisdictions utilize the Local Government Investment Pool (LGIP) managed by the Virginia

Department of the Treasury for this purpose. Because monies placed with LGIP can be drawn upon with no advance notice, the LGIP invests in short-term securities. Those securities historically produce lower returns to investors than are available with a longer investment horizon. Nonetheless, the readily availability of funds with the LGIP make it a very efficient investment option for many local jurisdictions. However, for jurisdictions with monies that will not be drawn upon in the short term (twelve months and beyond), local jurisdictions turn to other investment options. Those options can be costly or involve staff resources not available to them.

Addressing the extended-term investment needs of local jurisdictions, VACo and VML developed the VIP as a mechanism to support longer-term investments by local governments. In 2013, the City of Chesapeake and the City of Roanoke formed a trust fund under the authority of Section 15.2-1300 of the Code of Virginia, Virginia's Joint Powers Act, as further described in the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), attached hereto as Exhibit A. A jurisdiction may join the VIP by entering into a Trust Joinder Agreement after approval of its participation in the trust fund by the locality by adoption of an ordinance. By entering into the Trust Joinder Agreement, a jurisdiction agrees to participate in the VIP in accordance with the terms of the Agreement. Other participants of the VIP at this time include the counties of Arlington and Christianburg.

Thus, participation by Fairfax County requires adoption of an ordinance authorizing the County to become a "Participating Political Subdivision." The proposed ordinance designates the Director Finance as a trustee for the County with respect to the Trust Fund and authorizes the Director of Finance to execute the Trust Joinder Agreement. A copy of proposed ordinance and Trust Joinder Agreement is included in Attachment 1.

FISCAL IMPACT:
Approval of this ordinance and the County's subsequent participation in the VIP is expected to result in increased investment revenue. The amount of such additional revenue, based on the timing and size of any County investments and ever-changing market conditions, cannot be reliably estimated.

ENCLOSED DOCUMENTS:
Attachment 1: An Ordinance to Adopt the VACo/VML Virginia Investment Pool Trust Fund for the purpose of investing moneys belonging to County of Fairfax, Virginia, with exhibits as follows:
- VACo/VML Virginia Investment Pool Trust Fund Agreement (Exhibit A)
- Trust Joinder Agreement for Participating Political Subdivisions in the VACo/VML Virginia Investment Pool (Exhibit B)

Attachment 2: VACo/VML Virginia Investment Pool Informational Statement

STAFF:
Susan W. Datta, Chief Financial Officer, Director, Department of Management and Budget
Christopher J. Pietsch, Director, Department of Finance
Gail P. Langham, Deputy County Attorney
Josephine S. Gilbert, Investment Manager, Department of Finance

DRAFT ORDINANCE TO APPROVE A JOINT EXERCISE OF POWERS AGREEMENT TO AUTHORIZE PARTICIPATION IN THE VACo/VML VIRGINIA INVESTMENT POOL TRUST FUND WITH OTHER VIRGINIA JURISDICTIONS

Draft of March 12, 2014

AN ORDINANCE to approve participation in the VACo/VML Virginia Investment Pool Trust Fund for the purpose of investing moneys belonging to or within the County's control, other than sinking funds, in certain authorized investments in accordance with Section 2.2-4501 of the Virginia Code.

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of the government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of Section 15.2-1300 of the Virginia Code provided that the participating political subdivisions shall approve such agreement before the agreement may enter into force; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have determined to jointly establish and participate in the VACo/VML Virginia Investment Pool (the "Trust Fund") for each such city; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia has determined that it is in the best interests of Fairfax County to become a participating locality in the Trust Fund; and

NOW, THEREFORE THE BOARD OF SUPERVISORS OF FAIRFAX HEREBY ORDAINS THE FOLLOWING:

§ 1 The Board of Supervisors of Fairfax County shall participate in the Trust Fund for the purpose of investing moneys determined to derive the most benefit from this investment strategy, belonging to it or within its control, other than sinking funds, in certain authorized investments in accordance with Section 2.2-4501 of the Virginia Code, which Trust Fund has been established and shall operate as set forth in the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A.

§ 2 The Board of Supervisors of Fairfax County shall become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 The Board of Supervisors of Fairfax County hereby designates the Director of Finance of Fairfax County to serve as the trustee of Fairfax County with respect to the Trust Fund, to determine what funds under the control of the Director of Finance control shall be invested in the Trust Fund and to perform the responsibilities of the "Chief Investment Officer," as described in the Agreement, on behalf of Fairfax County.

§ 4 The Board of Supervisors of Fairfax County hereby authorizes the Director of Finance to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool ("Trust Joinder Agreement"), a copy of which is attached hereto as Exhibit B.

§ 5 This ordinance shall be in force and effect upon its adoption or passage.

Exhibits: VACo/VML Virginia Investment Pool Trust Fund Agreement ("Exhibit A")
Trust Joinder Agreement ("Exhibit B")

GIVEN under my hand this _____ day of _____ 2014.

_____
Clerk to the Board of Supervisors

VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.

C. Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

D. Custodian. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

E. Effective Date. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

F. Participating Political Subdivision. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

G. Treasurer. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

H. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

I. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

J. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

K. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

L. State. The term "State" means the Commonwealth of Virginia.

M. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

N. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

O. Trustees. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.

P. Virginia Code. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of the Virginia Code (2.2-4500 *et. seq.*)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.

(c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

(e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving . Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take any action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

7. To adopt rules and regulations governing the Trustees' operations and procedures.

8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

16. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of

VACo and VML shall serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 106(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 106 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson

may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that

Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and each Custodian. It will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian shall provide monthly statements and performance reports to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G.. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed

hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand ($250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10th)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A)(8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (¾) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination

have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013
Amended by Board of Trustees, January 24, 2014

[SIGNATURE PAGE FOLLOWS]

TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL

THIS TRUST JOINDER AGREEMENT is made by and between the Director of Finance of Fairfax County, Virginia (herein referred to as the "Director of Finance"), County of Fairfax, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the VACo/VML Virginia Investment Pool (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Director of Finance to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the control of the Director of Finance shall be invested in the Trust Fund, and has authorized the Director of Finance to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Director of Finance, upon the authorization of the governing body of Fairfax County, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable Fairfax County, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, Fairfax County, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Director of Finance is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of Fairfax County, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Director Finance shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees and shall perform the responsibilities of the "Chief Investment Officer," as described in the Agreement, on behalf of the Participating Political Subdivision.

4. The Director of Finance shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Director of Finance shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Director of Finance shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Director of Finance and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees in accordance with the terms of the Agreement, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Director of Finance, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Director of Finance may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Director of Finance has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

DIRECTOR OF FINANCE
FAIRFAX COUNTY, VIRGINIA

_____
Christopher J. Piestch, Director of Finance

_____

_____

ATTEST:

_____

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL
Virginia Local Government Finance Corporation

By:_____
Administrator

VACo/VML Virginia Investment Pool

INFORMATIONAL STATEMENT

January 24, 2014

The VACo/VML Virginia Investment Pool is a governmental trust established through the joint exercise of powers of its Participants. VIP is administered by VML/VACo Finance, 919 E. Main Street, Suite 1100, Richmond, VA 23219 Phone (804) 648-0635 Fax (804) 783-2286 valocalfinance.org

MEMBERS OF THE BOARD OF TRUSTEES
2013-2014

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City of Chesapeake

Evelyn W. Powers, MGT
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Ronald H. Williams, Sr.
City of Suffolk

Kimberly A. Winn
Virginia Municipal League *(ex officio)*

James D. Campbell
Virginia Association of Counties *(ex officio)*

VML VACo FINANCE

VACo/VML Virginia Investment Pool

INFORMATIONAL STATEMENT

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VACo/VML Virginia Investment Pool

INFORMATIONAL STATEMENT

Introduction

The Informational Statement is designed to set forth the policies and procedures governing the Virginia Association of Counties (VACo) / Virginia Municipal League (VML) Virginia Investment Pool. This document summarizes the information that each prospective participant should be aware of prior to investing in the Virginia Investment Pool Portfolio ("Portfolio"). In the event there are any inconsistencies between the Informational Statement and the Trust Agreement, the Trust Agreement shall prevail.

The Virginia Investment Pool Trust Fund (the "Trust" or "VIP") is a Section 115 governmental trust fund created under the Joint Exercise of Powers statute of the Commonwealth of Virginia to provide political subdivisions with an investment vehicle to pool their surplus funds and to invest such funds into one or more investment portfolios under the direction and daily supervision of a professional fund manager. Initially, VIP will consist of a single portfolio whose performance benchmark will be the Bank of America Merrill Lynch 1-3 Year Corporate / Government Index. The Trust was established and created by the City of Chesapeake, Virginia and the City of Roanoke, Virginia (the "Founding Participants") and operates under the Trust Agreement dated September 13, 2013.

The Trust is governed by a Board of Trustees, which shall have 14 members. During the first year of the Trust's existence (FY 2014), the Board of Trustees will be composed of 1) five appointees of VACo; 2) five appointees of VML; 3) the Treasurers of the two Founding Participants; and 4) the Executive Directors of VACo and VML who shall serve as non-voting *ex officio* members.

Beginning with the Annual Meeting to be held in FY 2015, all voting members of the Board of Trustees, except for the two Founding Participants, will be elected by and from among the Treasurers and Chief Investment Officers (or their designees) of Participating Political Subdivisions ("Participants"). Trustees will be organized into three classes, with each class elected on a rotating basis. At least two seats are required to be filled by Treasurers and/or Chief Investment Officers of localities with populations of 75,000 or less. Under the Trust Agreement, the Founding Participants are automatically entitled to representation on the Board of Trustees until the Annual Meeting to be held in FY 2021. Beginning in FY 2021, all voting members of the Board of Trustees will be elected at the Annual Meetings of the Participating Political Subdivisions.

The Virginia Local Government Finance Corporation, a 501(c)(4) corporation serving as program administrator for VML/VACo Finance, is the Administrator to the Trust. Public Trust Advisors, LLC serves as Investment Manager for the Portfolio.

Pursuant to the Trust Agreement, the Board of Trustees shall have the power to conduct the affairs of the Trust including, but not limited to, the authority to invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments, as provided for in the Investment Policy and as set forth by this Informational Statement. The Trust shall hold legal title to all funds, investments and assets of the Trust on behalf of the Participating Political Subdivisions.

Eligibility

Participation in the Trust is limited to political subdivisions of the Commonwealth of Virginia. Political subdivisions in the Commonwealth of Virginia include, but are not limited to, counties, cities, towns, authorities, and other governmental entities. Each prospective Participant must become a party to the Trust and agree to abide by the terms and conditions as set forth in the Trust Agreement. Prior to investing in the Trust, each prospective Participant should receive and review a copy of the Trust Agreement and Investment Policy.

Investment Objective

The VIP Portfolio is designed to provide another pooled investment alternative to those Participants that have excess funds and that have an investment horizon greater than that of money market instruments, typically one year or longer. The investment objective is to: 1) exceed the return of the Bank of America Merrill Lynch One-to Three-year Corporate & Government Index over three-year periods; and 2) preserve capital. VIP will generally invest in securities with greater potential returns and risk than those offered by money market type instruments.

Additionally, VIP enables local government to invest on a joint basis in order to achieve the following additional benefits:

1. Diversification of investments – The Portfolio comprises a number of investment types with the goal of reducing overall investment risk.

2. Large number of holdings – The Portfolio includes a large number of individual securities in order to limit each Participant's exposure to any single investment.

3. Semi-monthly liquidity – Although the Portfolio will be invested in securities with an average term of 1-3 years, the fund will be structured with sufficient liquidity for Participants to access their funds on a semi-monthly basis (see "Redemptions").

4. Active oversight – VIP offers four layers of active oversight: 1) a professional fund manager; 2) a Board of Trustees comprised of Treasurers and Chief Investment Officers; 3) a full-time program administrator; 4) regular reporting to Participants. In addition, the rating agency, Standard & Poor's, monitors fund operations and performance and periodically publishes its analysis of VIP's credit quality and volatility.

5. Cost sharing – Participants are able to share costs and take advantage of fee breakpoints available only to larger scale investment portfolios.

Due to the fact that the Portfolio will invest in securities with an average maturity of approximately 1-3 years, increases in interest rates could cause declines in the net asset value of the Portfolio. Therefore, the Portfolio may be an inappropriate investment for funds required to meet short-term needs, and should therefore be used along with a money market fund or overnight investment fund. In order to emphasize the longer-term nature of the Portfolio and to provide a disincentive to utilize the Portfolio as a money market fund alternative, the Portfolio will only be open twice a month to accept contributions or remit redemptions (please see "Contributions" and "Redemptions").

Investment Risk

Because the Portfolio invests in fixed income securities, each Participating Political Subdivision will be exposed to five types of risk associated with investing in fixed income securities: 1) Interest rate risk, which is the potential for fluctuations in bond prices due to changes in interest rates; 2) Reinvestment risk, which is the potential for a decline in the Portfolio's income due to falling market interest rates; 3) Credit risk, which is the possibility that a bond issuer will fail to make timely payment of either interest or principal to the Portfolio; 4) Prepayment risk (for Collateralized Mortgage Obligations ("CMOs") or call risk (for some agency and corporate bonds), which is the likelihood that, during periods of falling interest rates, securities with high stated interest rates will be prepaid or called prior to maturity, requiring the Portfolio to invest the proceeds at generally lower interest rates; 5) Liquidity risk, which is the possibility that the liquidity of the market for a security may decline thereby (i) making it more difficult to dispose of the security promptly; (ii) presenting difficulties in valuation of the security; and (iii) causing the security to experience greater price volatility.

The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. The market value of the securities in which the Portfolio invests will fluctuate in value as interest rates, credit and liquidity conditions change, which will affect the Portfolio's net asset value and each Participant's net asset value per share. From inception to the date of this writing, the Bank of America Merrill Lynch 1-3 Year Corporate & Government Index's modified duration has averaged 1.78. Modified duration is used as a measure to estimate a security's and/or Portfolio's interest rate or price volatility due to changes in interest rates or how much a security and/or Portfolio is expected to increase or decrease in value for a given change in interest rates. Typically, the higher the modified duration of a security and/or portfolio, the greater its interest rate risk or price volatility. As an example, if interest rates were to increase all at once by one hundred basis points, or one percent, the market value of a bond with a modified duration of 1.5 years would decrease by approximately 1.5 percent, all other factors remaining constant. The Portfolio is expected to maintain a modified duration in a range of 1 to 2 years, thereby minimizing the adverse affect of interest rate changes on the Portfolio's market value. The calculation of modified duration involves a subjective judgment made as to the prepayment risk or call risk associated with securities in the Portfolio. Consequently, it may not be possible to calculate modified duration precisely in all circumstances. Additionally, the modified duration of the Portfolio may change even if the composition of the Portfolio does not change.

Shares of the Portfolio are neither insured nor guaranteed by any agency of the U.S. Government, including the FDIC.

Rating and Compliance Monitoring

The Trust will seek to maintain a bond fund rating on the Portfolio of AAf/S1 or better from Standard and Poor's ("S&P"), or an equivalent rating from Fitch Ratings ("Fitch"). Both S&P and Fitch are nationally recognized statistical rating organizations (NRSRO) serving investors, regulators and issuers.

Funds having a "AAf" bond fund credit rating are composed of a portfolio holdings that provide "very strong" protection against losses from credit defaults. Ratings are based on an evaluation of several factors, including credit quality, maturity, and diversification of assets within the portfolio, management strength, and operational capabilities. Standard and Poor's bond fund credit ratings are expressed on a scale of "AAAf" through "CCCf".

Funds having a "S1" bond Fund Volatility Rating from S&P are considered to have a low sensitivity to changing market conditions, comparable to a portfolio composed of U.S. Government securities maturing within one to three years. For comparison, a fund having a "S2" rating is considered to have a low to moderate sensitivity to changing market conditions, and compares to a portfolio composed of U.S. Government securities maturing within three to seven years. A Fund Volatility Rating is based on an analysis of a fund's investment strategy and portfolio-level risk and covers such factors as interest-rate risk, credit risk, liquidity, diversification or concentration, leverage and other factors. Bond Fund Volatility Ratings are expressed on a scale of "S1" (lowest sensitivity) to "S6" (highest sensitivity). Participants should understand that the VIP portfolio's net asset value will fluctuate, and they could experience a loss in value especially over short time horizons.

Ratings are not a recommendation to buy, sell or hold any security or fund. Rating agencies do not comment on adequacy of the market price paid for any security or fund, or the suitability of any security or fund for any investor. Bond fund ratings are based on information provided to the NRSRO by sources deemed to be reliable; however, the NRSRO does not verify the accuracy of this information. Ratings may be changed, withdrawn, or suspended in the event of changes in, or the unavailability of, information or for other reasons.

There can be no assurances that the Portfolio will maintain a AAf/S1 rating.

Authorized Investments

In an effort to accomplish the objectives of the Trust, the Board of Trustees has authorized the Investment Manager to invest in the same investment instruments authorized by the *Code of Virginia,* as follows:

1. Stocks, bonds, notes and other evidences of indebtedness of the Commonwealth of Virginia, and other evidences of indebtedness unconditionally guaranteed as to payment of principal and interest by the Commonwealth of Virginia.

2. Bonds, notes and other obligations of the United States, and securities unconditionally guaranteed as to the payment of principal and interest by the United States, or any agency thereof. The evidences of indebtedness enumerated by this subdivision may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness, or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.

3. Stocks, bonds, notes and other evidences of indebtedness of any state of the United States upon which there is no default and upon which there has been no default for more than ninety days; provided, that within the twenty fiscal years next preceding the making of such investment, such state has not been in default for more than ninety days in the payment of any part of principal or interest of any debt authorized by the legislature of such state to be contracted.

4. Stocks, bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body in the Commonwealth upon which there is no default; provided, that if the principal and interest

be payable from revenues or tolls and the project has not been completed, or if completed, has not established an operating record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, the standards of judgment and care required in Article 2 (§ 26-45.3 et seq.) of Chapter 3 of Title 26, without reference to this section, shall apply. In any case in which an authority, having an established record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, issues additional evidences of indebtedness for the purposes of acquiring or constructing additional facilities of the same general character that it is then operating, such additional evidences of indebtedness shall be governed by the provisions of this section without limitation.

5. Legally authorized stocks, bonds, notes and other evidences of indebtedness of any city, county, town or district situated in any one of the states of the United States upon which there is no default and upon which there has been no default for more than ninety days; provided, that (i) within the twenty fiscal years next preceding the making of such investment, such city, county, town or district has not been in default for more than ninety days in the payment of any part of principal or interest of any stock, bond, note or other evidence of indebtedness issued by it; (ii) such city, county, town or district shall have been in continuous existence for at least twenty years; (iii) such city, county, town or district has a population, as shown by the federal census next preceding the making of such investment, of not less than 25,000 inhabitants; (iv) the stocks, bonds, notes or other evidences of indebtedness in which such investment is made are the direct legal obligations of the city, county, town or district issuing the same; (v) the city, county, town or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount; and (vi) the net indebtedness of such city, county, town or district (including the issue in which such investment is made), after deducting the amount of its bonds issued for self-sustaining public utilities, does not exceed ten percent of the value of the taxable property in such city, county, town or district, to be ascertained by the valuation of such property therein for the assessment of taxes next preceding the making of such investment.

6. Savings accounts or time deposits in any bank or savings and loan association within the Commonwealth of Virginia, provided such bank or savings and loan association is a "qualified public depository". Such savings accounts or time deposits must meet the collateralization requirements as set forth in the Virginia Security for Public Deposits Act and the regulations of the State Treasury Board. The collateral must be a security or securities allowable as a direct investment with a market value of not less than fifty percent of the deposit amount where the depository is a commercial bank and not less than one hundred percent of the deposit amount where the depository is a savings and loan or savings bank. This collateral must be pledged to the Treasury Board and held by the Board in its designated trust depository or another depository approved by the Board (§58.1-3149 and §2.2-4400)

7. Repurchase agreements which are collateralized with securities that are approved for direct investment. The Trust may require that physical possession of the collateral be taken (§2.2-4507). Physical possession must be taken when the term of the repurchase agreement exceeds ten days. Physical possession, for the purposes of this paragraph includes Tri-Party Agreements. The Trust shall execute a master repurchase agreement with the bank or broker/dealer, which is the counterparty to the repurchase transaction, prior to entering into any repurchase transaction.

8. Bankers' acceptances from "prime quality" institutions. Prime quality shall be as determined by one or more nationally recognized rating agencies. (§2.2-4504)

9. "Prime quality" commercial paper (§2.2-4502). "Prime quality" shall be as rated by at least two of the following: Moody's Investors Service, Inc., within its NCO/Moody's rating of P1; by Standard & Poor's, Inc., within its rating of A-1; by Fitch Investor's Services, Inc., within its rating of F-1; by Duff and Phelps, Inc., within its rating of D-1; or by their corporate successors (§2.2-4502.3).

10. "High quality" corporate notes (§2.2-4510). High quality shall be defined as a rating of at least AA by Standard and Poor's and at least Aa by Moody's and a maturity of no more than five years.

11. Certificates representing ownership in either Treasury bond principal at maturity or its coupons for accrual periods. The underlying United States Treasury bonds or coupons shall be held by a safekeeping agent independent of the seller of the certificates. (§2.2-4505)

12. Open-end mutual funds, provided the funds are registered under the Security Act of Virginia or the Federal Investment Act of 1940 and that the investments by such Funds are restricted to securities approved for direct investments (§2.2-4508).

13. Negotiable certifications of deposit and negotiable bank deposit notes of domestic banks and domestic offices of foreign banks with a rating of at least A-1 by Standard & Poor's, P-1 by Moody's Investor Service, Inc., A-1, by Fitch Investor's Services, Inc., and F-1, by Duff and Phelps, Inc., for maturities of one year or less, and a rating of at least AA by Standard & Poor's and Aa by Moody's Investor Service, Inc., for maturities over one year and not exceeding five years (§2.2-4509)

14. Non-negotiable certificates of deposit of banks certified as qualified to hold Virginia Public Deposits.

Investment Policies & Procedures

In addition to the creditworthiness of an issuer, certain standards of "adequacy" and "appropriateness" are measured when purchasing investments. For example, diversification reduces overall portfolio risks while attaining market average rates of return.

The policies and standards which regulate specific investments and the composition of the Portfolio shall include, but not be limited to, the following:

1. No investment shall be purchased if its ratings from nationally recognized ratings firms are not at or above the minimum required in the Code of Virginia. Negative rating qualifications (such as AA- or A1-) will not exclude the instrument.

2. No more than thirty-five percent of the Portfolio shall be invested in commercial paper.

3. No more than five percent of the Portfolio shall be invested in the commercial paper of a single issuing corporation.

4. At no time shall the remaining maturity of an investment exceed 60 months, unless such investment has a PUT option as described in the Diversity & Maturity Section.

5. The Investment Manager shall endeavor to maintain an appropriate diversification in the Portfolio; i.e., the Investment Manager will diversify instruments and institutions in order to reduce overall portfolio risk while attaining market rates of return.

The Board may add, delete or modify standards of investment at its discretion in response to changing economic, national or international conditions.

Opening an Account

To become a Participant of VIP, each political subdivision's governing body must approve by ordinance or resolution the entity's participation in the Virginia Investment Pool Trust Fund and provide the Treasurer or Chief Investment Officer with the appropriate authority to execute a Joinder Agreement. Upon approval by the governing body, each prospective Participant must submit a completed Participant Application Form, Joinder Agreement, and a certified copy of the document passed by the governing body to the Administrator at the following address:

VML/VACo Finance
Attn: Client Relations/Investment Services
919 E. Main Street, Suite 1100
Richmond, VA 23219
info@valocalfinance.org
FAX: (804) 783-2286

Where a unit of local government has a written investment plan that provides for the establishment of a written investment policy, it should provide a copy of its investment policy along with the enrollment forms described above.

The Participant Application Form, Joinder Agreement, and ordinance or resolution will be reviewed and, once found to be in proper order, an account will be opened. There is no limit to the number of accounts that may be opened by a Participant, provided that each account individually complies with the requirements set forth in "Contributions" and "Redemptions," below. Included with this Informational Statement are copies of the Participant Application Form, model Ordinance/Resolution, and Joinder Agreement.

Contributions

The Portfolio will be open twice a month to accept contributions from Participants. Contributions will be credited on the first business day following a Portfolio Valuation date (please see "Portfolio Valuations"). Contributions to the Portfolio, including new accounts, may be made by electronic transfer through Automated Clearing House Network (ACH) or federal wire, or by check. The minimum initial contribution amount is seventy-five thousand (75,000) dollars and ten thousand (10,000) dollars for subsequent contributions. Participants are requested to provide the Administrator with advance written notification of contributions of five (5) million dollars or more at least three business days prior to the valuation of the Portfolio. Contributions made by check must be received by the Custodian three business days prior to a Portfolio Valuation.

Contributions made by electronic transfer through ACH or federal wire must be received by the Custodian on or prior to the day of a Portfolio Valuation. Only contributions received and collected in a timely manner will be credited to the Participant's account based on the net asset value of the Portfolio as determined on the Portfolio Valuation date.

A Participant will be charged for any investment losses or any interest expense incurred on behalf of the Trust due to the Participant's failure to remit contributions in a timely manner as set forth in this Informational Statement.

Dividends

The Portfolio does not distribute income or capital gains. All income earned and capital gains realized by the Portfolio are retained and reinvested.

Redemptions

The Portfolio will be open twice a month to make redemptions to Participants. Redemptions will be made on the first business day following a Portfolio Valuation date (see "Portfolio Valuations"). The minimum redemption amount is ten thousand (10,000) dollars or, if the account balance will fall below fifty thousand (50,000) dollars with the redemption, the entire remaining account balance. Whenever an account balance is to be fully liquidated, payment for redemption will be made to the Participant in two installments: 1) a "partial distribution" of no more than 90% of the balance to be wired on the first business day following the Portfolio Valuation date and 2) the Participant's "remaining balance" to be redeemed after the period's Net Asset Value is determined and all reports/statements have been received and verified by the Administrator and any accrued fees have been deducted from the Participant's account.

Participants are required to provide the Administrator with advance written notification of a redemption five business days prior to the valuation of the Portfolio. Redemptions from the Portfolio will be made by electronic transfer through Automated Clearing House Network (ACH) or federal wire, or by check, as indicated by the Participating Political Subdivision in its Participant Application Form, on the next business day following a Portfolio Valuation. Electronic transfers will be made by the Custodian through ACH or federal wire to the financial institution specified in

the Participant Application Form. Checks will be mailed by the Custodian to the Participant's address as set forth in the Participant Application Form.

A Participant requiring a single redemption of more than five (5) million dollars is requested to schedule its redemption at least 60 days in advance. If a Participant requests a redemption of more than ten (10) percent of the Portfolio's net asset value without providing the requested 60 days' notice, the redemption may, in certain circumstances, be executed over time. If, in the opinion of the Board of Trustees in consultation with the Administrator, the Portfolio's net asset value would be adversely affected by honoring such a redemption request in full, the Administrator may limit the Participant's initial redemption to ten (10) percent of the Portfolio's net asset value. At times when the Board of Trustees is unavailable to make a timely determination in this regard, the Administrator may so limit such redemptions from the Portfolio, but only with the concurrence of both the Chairman and Vice Chairman. In the event that the Administrator does invoke a limitation on a Participant's redemption request, the Administrator will redeem sufficient shares of beneficial interest such as to pay the Participant the ten (10) percent of the Portfolio's net asset value each time the Portfolio is open to make redemptions until such time as the redemption request is honored in full.

The Trust may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable, or it is not reasonably practicable for the Trust to fairly determine the value of its net assets.

Closing an Account

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust signed by the appropriate official and delivered to the Administrator. Upon receipt of the notice, the Participant's assets will be redeemed at the net asset value per share as determined at the Portfolio's next valuation date, subject to the rules for Redemptions. In the event the amount to be redeemed equals more than ten (10) percent of the Portfolio's net asset value, the additional rules for such redemptions will apply (See "Redemptions").

Portfolio Valuations and Total Return Calculations

The net asset value of the Portfolio will be determined twice a month: on the fifteenth of the month, unless such is not a business day, and the last business day of the month. If the fifteenth is not a business day, the net asset value will be determined as of the next preceeding business day. The net asset value of the Portfolio is determined as of 4:00 p.m. by calculating the fair market value of all securities and assets held by the Portfolio, including accrued interest and amounts owed to the Portfolio for securities sold or principal and income not collected as of the Portfolio Valuation date, less any liabilities of the Portfolio. The value of each Participant's account is determined by dividing the net asset value of the Portfolio by the total number of shares of beneficial interest, multiplied by the number of shares owned by the Participant.

Prices for securities held in the Portfolio shall be valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities, except that any securities designated as money market securities may be valued using the amortized cost method based upon the Portfolio's acquisition of the security. All other securities and assets will be valued at the fair market value determined in good faith by the Board of Trustees or such other party designated by the Trustees. Market makers are to include any independent third party that the Administrator or the Trust may contract with to provide prices. Independent third parties may include the Custodian or any nationally recognized provider of security prices and other financial information.

No less frequently than quarterly, the Trust will report the Portfolio's average annual compounded returns. The Portfolio's average annual compounded rate of return refers to the rate of return which, if applied to an initial investment in the Portfolio at the beginning of a stated period and compounded over the period, would result in the redeemable value of the investment at the end of the stated period. The following formula describes the calculation of an average annual compounded rate of return:

$P(1+T)^n = ERV$, where
P = a hypothetical initial investment of $1,000
T = average annual compounded rate of return
n = number of years
ERV = ending redeemable value

The Portfolio will also report its total return on a quarterly basis. Total return is determined by (i) assuming a hypothetical investment at the beginning of a period, (ii) calculating the ending value of the investment at the end of the stated period, (iii) subtracting the amount of the hypothetical original investment from the ending value of the investment, and (iv) dividing the remainder so obtained by the amount of the original investment. The calculated amount is then expressed as a percentage by multiplying by 100.

All such performance information for the Portfolio will be based on historical performance and should not be considered to be indicative of the Portfolio's future performance.

Accounting Policies

The Trust follows generally accepted accounting principles (G.A.A.P.) and industry practices for external investment pools as established by the Governmental Accounting Standards Board.

Fees and Expenses

Each Participant account is assessed a fee on a quarterly basis in arrears for the costs of administering the Trust. The fee is inclusive of all costs of program administration other than direct investment-related expenses, including client education, audit and reporting, legal services, accounting, credit rating, board expenses, and insurance. The program administration fee is applied on a sliding scale based upon each Participant's average asset value during the preceding quarterly period, as follows:

Average Asset Value	Administrative Fee
Up to $25 million	0.14%
$25 up to $50 million	0.12%
$50 million and above	0.10%

Direct investment-related expenses, including fees for investment management and custodial services are deducted from investment assets directly rather than from Participant accounts. For Fiscal Year 2014, investment-related expenses are expected to total 0.09%. In subsequent years, investment-related expenses will be determined based upon total portfolio assets within a range of 0.06% - 0.11%.

Reports to the Participants

Each Participant will receive a monthly custodial statement of its account showing the current balance and monthly activity. On a quarterly basis, Participants will receive a report from the Program Administrator detailing current and historical portfolio performance. Annually, each Participant will be provided an audited Consolidated Annual Financial Report.

Liability and Indemnification

In accordance with the Trust Agreement, no Participant shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the acts, obligations, or affairs of the Trust. No Trustee, officer, employee, or agent of the Trust shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the affairs of the Trust, except that arising from bad faith, willful misfeasance, gross negligence, or reckless disregard of their duty to such person; and all such persons shall look solely to the Trust property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities arising from the actions of the Trust to which such Participant may become subject by reason of its being or having been a Participant of the Trust and shall

reimburse such Participant(s) for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. Please see the Trust Agreement for additional liability limitations and indemnification.

Administrator

The Board of Trustees has entered into an agreement with the Virginia Local Government Finance Corporation (i.e., VML/VACo Finance) to serve as Administrator of the Trust's operations. The Administrator is responsible for servicing Participants' accounts, maintaining a register of Participants, maintaining a set of books and accounting records of the Trust, determining eligibility and approving applications in accordance with the Trust Agreement, supervising and coordinating the activities of any investment advisor or manager, custodian, investment consultant, transfer agent, paying agent, accountant, auditor, attorney or other agent or service provider rendering services to the Trust, and performing any other related administrative duties. The Administrator is also responsible for assisting prospective Participants and maintaining this Informational Statement. The Administrator will advise the Custodian and Investment Manager on the timing of planned Contributions and Redemptions as reported by Participants through a process to be developed and executed by the Administrator.

Currently, the Virginia Local Government Finance Corporation acts as Administrator for two governmental trusts: the VACo/VML Virginia Investment Pool and the VACo/VML Pooled OPEB Trust.

Investment Manager

Public Trust Advisors, LLC (Public Trust) serves as investment manager to the Portfolio. Under the terms of the contract, Public Trust manages the Portfolio and directs the acquisition and disposition of the Trust's investments in accordance with the guidelines established by the Trustees. Public Trust is a fixed income only asset manager catering specifically to state and local government funds.

Custodian

Regions Bank, an Alabama banking corporation, serves as custodian bank for the Trust. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian ("Administrator Agreement"). The Custodian will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian will produce on a monthly basis statements for each Participant that show activity during the month, the total number of units held by the Participant, the net asset value, and the total market value of the Participant's investment in the VIP Portfolio. The monthly statements will also show the market value of the Participant's cash and sweep account holdings held in the Trust but not invested in the VIP Portfolio. The monthly participant statements will also include performance results specific to each Participant's VIP holdings. The Custodian is also responsible for calculating performance results for the Portfolio on a schedule determined by the Administrator and/or Investment Manager.

Legal Counsel

Hefty & Wiley, P.C., Richmond, Virginia, serves as Legal Counsel to the Virginia Local Government Finance Corporation and all of the programs it administers, including VIP.

Notices

Participants shall be entitled to notice of changes to the Trust Agreement within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer shall have ninety (90) days to provide written notice of their objection and intent to terminate participation in the Trust, such notice to be delivered by registered mail to the Administrator. If such notice is given, the amendment shall not apply to such Participating Political Subdivision for a period of up to 180 days pending termination of its participation in the Trust.

Additional Information

For additional information, please direct inquiries to the program administrator during regular business hours as follows:

VML/VACo Finance
Attn: Client Relations/Investment Services
919 E. Main Street, Suite 1100
Richmond, VA 23219
Phone: (804) 648-0635
Fax: (804) 783-2286
info@valocalfinance.org

You may also access additional information through the VML/VACo Finance website: valocalfinance.org.

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Board Agenda Item
April 8, 2014

ACTION – 1

Approval of Head Start/Early Head Start Response to Federal Monitoring Review

ISSUE:
Board approval of the Head Start/Early Head Start response to the December 2013 federal monitoring review in order to comply with federal regulations.

RECOMMENDATION:
The County Executive recommends that the Board approve the Head Start/Early Head Start response to the federal monitoring review.

TIMING:
The Board should act on this recommendation as soon as possible in order to meet federal Head Start Performance Standards.

BACKGROUND:
Existing requirements and changes as a result of the Head Start Act of 2007 require that the Board of Supervisors, as the County's governing body, approve actions that are being taken by the program as a result of federal monitoring reviews. Board approval of the attached response to the federal on-site monitoring review of December 2-5, 2013 will satisfy these compliance requirements

The federal Office of Head Start conducted an on-site monitoring review of Fairfax County's Head Start and Early Head Start programs from December 2, 2013 to December 5, 2013. Out of over 1,800 federal Performance Standards, laws, regulations, and policy requirements, no instances of non-compliance were found in the areas of governance, education, health, family/community engagement, nutrition, or financial management. The review, however, identified two areas to be addressed in order to ensure full compliance with federal regulations. These include Safe Physical Environments and Ongoing Monitoring. The attached response outlines the actions that will be implemented in order to address these items.

FISCAL IMPACT:
None

Board Agenda Item
April 8, 2014

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Head Start/Early Head Start Response to 2013 Federal On-Site Monitoring Review

STAFF:
Patricia D. Harrison, Deputy County Executive
Nannette M. Bowler, Director, Department of Family Services
Anne-Marie D. Twohie, Director, Office for Children

Fairfax County Department of Family Services
Office for Children
Head Start/Early Head Start Program
Response to 2013 Federal On-Site Monitoring Review

The federal Office of Head Start (OHS) has the statutory requirement to conduct oversight reviews of all Head Start and Early Head Start programs around the country. Per Section 641A of the Head Start Act, monitoring reviews are intended to determine whether Head Start/Early Head Start programs meet Head Start Performance Standards in the areas of education, health, family/community engagement, nutrition, administrative and financial management, and facilities. Reviews are intended to identify strengths as well as areas for improvement.

The Office of Head Start conducted an on-site monitoring review from December 1 to December 5, 2013 of Fairfax County's Head Start and Early Head Start programs, including those operated directly by the Department of Family Services, Office for Children—Greater Mount Vernon Community Head Start (GMVCHS) and Family Child Care – as well as those operated contractually by its delegate agencies – Higher Horizons Day Care Center and Fairfax County Public Schools (FCPS).

Out of over 1,800 federal Performance Standards, laws, regulations, and policy requirements, no instances of non-compliance were found in the areas of education, health, family/community engagement, nutrition, and financial management. The review, however, identified two areas that need to be corrected to ensure full compliance with the standards in the areas of Safe Physical Environments and Ongoing Monitoring. In the sample settings observed, situations were presented that exposed children to hazardous materials or conditions (disinfectants, hand sanitizers, personal bags and uncovered electrical outlets). The following Corrective Actions will be implemented to address these items and will be completed within 30 days of receipt of the monitoring report (April 11, 2014):

The delegate, FCPS, staff will address the Safe Physical Environments area:

1. Communicate with school administrators regarding compliance with Head Start Performance Standards around safe physical environments
2. Provide training to teachers and Resource Teachers on maintaining a safe physical environment
3. Conduct on-site monitoring visits using the Health and Safety Checklist at all Head Start and Early Head Start classrooms and submit to FCPS Health Specialist
4. Review and revise the internal monitoring system; and implement changes, including monthly checks to the physical environment
5. Review and revise the Service Area Plans that addresses Safe Physical Environments and Ongoing Monitoring

Grantee staff will address the Ongoing Monitoring concerns area:

1. Grantee has met with the delegate regarding concerns identified by the federal review in the area of safe physical environments
2. Grantee is conducting monitoring visits to all Head Start and Early Head Start classrooms using the Self-Assessment Health and Safety Checklist and Monitoring Verification Form
3. Quality Assurance Specialist and FCPS Health Specialist will meet to review reports and documentation submitted regarding corrective actions taken to ensure compliance; and results will be shared with Grantee and FCPS administration and Policy Council
4. Following the determination that the delegate is in compliance, the Grantee Health Specialist will continue to conduct on-going monitoring at randomly selected classrooms to confirm compliance

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Board Agenda Item
April 8, 2014

ACTION - 2

Authorization to Sign the Dulles Corridor Metrorail Project Phase 1 Operations and Maintenance Agreement for the Dulles International Airport Access Highway (DIAAH) and Dulles Connector Road (DCR) and Phase 1 Facilities

ISSUE:
Board of Supervisors approval to execute the Dulles Corridor Metrorail Project Phase 1 Operations and Maintenance Agreement (Dulles International Airport Access Highway and Dulles Connector Road and Phase 1 Facilities within Fairfax County, Virginia).

RECOMMENDATION:
The County Executive recommends the Board approve the Dulles Corridor Metrorail Project Phase 1 Operations and Maintenance Agreement (DIAAH, DCR, and related Phase 1 facilities). The County Executive also recommends to the Board that he be authorized to sign the agreement for the County.

TIMING:
During the course of the past year and in preparation of the turnover of the Dulles Corridor Metrorail Project Phase 1 to Washington Metropolitan Area Transit Authority (WMATA) for revenue operations, an agreement must be reached with all interested parties regarding the maintenance and operations of the Metrorail and adjacent facilities. An executed agreement must be in place prior to WMATA accepting the Silver Line for revenue operations.

BACKGROUND:
Phase 1 of the Dulles Corridor Metrorail Project, also known as the Silver Line (the Project), extends the Washington Metrorail system along Routes 7 and 123 in the Tysons area of Fairfax County to Reston. As part of the turnover of the Silver Line to WMATA, a number of land conveyances and easement agreements were executed. The Operations and Maintenance Agreement (attached) establishes obligations related to future construction, maintenance, and operational activities and allocates maintenance responsibilities among the Metropolitan Washington Airports Authority, Washington Metropolitan Area Transit Authority, Commonwealth of Virginia, and Fairfax County.

Under this Agreement Fairfax County does not assume any maintenance responsibilities along the DIAAH and DCR for Silver Line facilities. The Agreement establishes a process for the coordination of certain work to protect the structural integrity and safe operations of the respective facilities. It should be noted a separate Operations and Maintenance Agreement was approved by the Board at the March 25, 2014 meeting, to address the Route 7 and Route 123 Phase 1 facilities and the County's maintenance responsibilities at those locations.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Operations and Maintenance Agreement (Dulles International Airport Access Highway and Dulles Connector Road within Fairfax County, Virginia)

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Mark Canale, Dulles Rail Project Manager, FCDOT

OPERATION AND MAINTENANCE AGREEMENT
(Dulles International Airport Access Highway and Dulles Connector Road and Phase 1 Facilities Generally)

THIS OPERATION AND MAINTENANCE AGREEMENT (this "**Agreement**") is made as of this ___ day of _____, 2014 (the "**Effective Date**"), by and between **METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**, a body corporate and politic created by interstate compact between the Commonwealth of Virginia and the District of Columbia under Chapter 598 of the 1985 Acts of the Virginia Assembly, as amended, codified at Va. Code Ann §§5.1-152, *et. seq.* (2001) and by the District of Columbia Regional Airports Authority Act of 1985, as amended, codified at D.C. Code Ann. §§9-901, *et. seq.* (2001), with the consent of Congress (the "**Airports Authority**"); **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,** a body corporate and politic, organized and existing under the Interstate Compact by and between the State of Maryland, the District of Columbia and the Commonwealth of Virginia, Public Law 89-774, for the purpose of providing a public transit system to serve the Washington Metropolitan Area including but not limited to Fairfax County, Virginia ("**WMATA**"); the **COMMONWEALTH OF VIRGINIA**, acting by and through the Commissioner of Highways ("**VDOT**"); and **THE COUNTY OF FAIRFAX, VIRGINIA** ("**Fairfax**"). The Airports Authority, WMATA, VDOT and Fairfax are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

WHEREAS, the Airports Authority has facilitated the construction and installation of various structures, improvements, facilities, utilities and equipment on various sites (collectively, the "**Phase 1 Facilities**") in connection with the construction and operation of Phase 1 of the mass rail transit system known as the Dulles Corridor Metrorail Project, Extension from East Falls Church to Wiehle Avenue (the "**Project**"), in accordance with the terms of that certain Cooperative Agreement, dated September 14, 2007, by and between the Airports Authority and WMATA, and that certain Cooperative Agreement between the Airports Authority and VDOT, dated as of August 31, 2007, as amended from time to time (the "**Cooperative Agreements**") and applicable permits and approvals associated with the Project (collectively, the "**Project Approvals**"). This Agreement is not intended to replace any existing agreements between the Parties, including but not limited to, (i) the Project Approvals and (ii) the Dulles Toll Road Permit and Operating Agreement between the Airports Authority and VDOT, dated December 29, 2006.

WHEREAS, pursuant to and in accordance with the Cooperative Agreements, the Airports Authority and VDOT, via Conveyance Instruments, (hereinafter defined), have caused to be conveyed to WMATA appropriate property interests in and to the Phase 1 Facilities which Conveyance Instruments are recorded among the land records of Fairfax County, Virginia contemporaneously with this Agreement. This Agreement shall not alter the Conveyance Instruments.

WHEREAS, in furtherance of the purposes and intents of the Cooperative Agreements and the Conveyance Instruments, it is the desire of the Airports Authority, WMATA, VDOT and Fairfax to enter into this Agreement in order to set forth their understandings and agreements with respect to the future construction, maintenance and operational activities undertaken by the Parties and to allocate the Maintenance obligations among them, all on the terms and conditions more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and the exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The Recitals set forth above are incorporated herein by reference. The Parties hereby agree to the following definitions for purposes of this Agreement:

1.1 "Access Requirements and Conditions". Access Requirements and Conditions refers to the requirements and conditions that may be imposed by the granting Party for access by another Party through the granting Party's Property to perform Maintenance on the Phase 1 Facilities. Access Requirements and Conditions applicable to certain routine or recurring activities shall be established through one or more special permits agreed upon by the respective Parties from time to time.

1.2 "Airports Authority-Maintained Facilities" refers to those portions of Phase 1 Facilities, as set forth in **Exhibit B** attached hereto and incorporated herein by reference for which the Airports Authority is responsible for Maintenance.

1.3 "Airports Authority Property" refers to certain property which the Airports Authority owns or leases pursuant to the terms of that certain Agreement and Deed of Lease, dated March 2, 1987 by and between the Airports Authority and the United States of America, acting by and through the Secretary of Transportation, as amended from time to time (the "**USA Lease**") upon which some of the Phase 1 Facilities are located. . For purposes of this Agreement, the Airports Authority Property is generally known as the Dulles International Airport Access Highway and the Dulles Connector Road.

1.4 "Conveyance Instruments" refers to those instruments which convey or transfer to WMATA appropriate property interests in and to the Phase 1 Facilities which Conveyance Instruments are recorded among the land records of Fairfax County, Virginia contemporaneously with this Agreement and are identified in **Exhibit A**.

1.5 "Coordination Zone" means (i) the land within the WMATA Easement Area, and (ii) the land outside the WMATA Easement Area that is both (a) owned or controlled by a Party (*e.g.*, the VDOT Right-of-Way) and (b) located within fifty (50) horizontal feet of the centerline of the closest WMATA trackway in the Phase 1 Facilities.

1.6 "Maintenance". "**Maintenance**" or "**to Maintain**", as the context may allow, shall mean and include care, inspection, upkeep, refurbishing, repair (whether ordinary or extraordinary), restoration, repainting, remodeling, renovation, alteration, replacement and reconstruction, including snow and ice removal from roadways and sidewalks, as required to keep the item in question in reasonably clean and orderly condition, free of rubbish, functional, in good repair, safe, sound condition performed in accordance with the ordinary procedures of each Party.

1.7 "Property" refers collectively to the Airports Authority Property, the VDOT Right-of-Way and the WMATA Easement Areas.

1.8 "Reviewable Work**"** means, with respect to a facility owned or controlled by a Party (or, for work described in Section 4.2(c), property owned by a non-Party):

(i) a relocation, redevelopment, reconstruction, reconfiguration, major alteration, or major expansion of the facility;

(ii) any work that, in the reasonable judgment of the Party undertaking or authorizing the work, can be expected to adversely and materially impact the use, operation or Maintenance of any facility of another Party;

(iii) any work that, in the reasonable judgment of the Party undertaking or authorizing the work, poses a material safety risk to another Party's facilities;

(iv) any work that includes any, excavation, blasting, drilling, or boring beneath the current grade level (other than work on existing drainage and other facilities such as footings for ancillary structures, and other than milling or other pavement removal down to the base layer) in the Coordination Zone around the Phase 1 Facilities; and

(v) any work in the Coordination Zone that materially increases or decreases the lateral loads on a tunnel in the Phase 1 Facilities.

1.9 "VDOT-Maintained Facilities" refers to those portions of Phase 1 Facilities as set forth in **Exhibit B** for identification purposes only, for which VDOT is responsible for Maintenance. Also set forth in **Exhibit B** are facilities, including VDOT Right-of-Way, which VDOT will continue to maintain in the same manner as it maintains other highways and their appurtenances in the State Highway System, except as provided in Article IV.

1.10 "VDOT Right-of-Way" refers to certain property identified as the Dulles International Airport Access Highway (State Route 267) and the Dulles Connector Road (State Route 267) upon which some of the Phase 1 Facilities are located.

1.11 "WMATA-Maintained Facilities" refers to those portions of the Phase 1 Facilities, as set forth in **Exhibit B** for which WMATA is responsible for Maintenance.

1.12 "WMATA Easement Areas" refers to certain property identified as reserved for the exclusive use of WMATA in the "Rail Facilities Easements" in the Conveyance Instruments.

ARTICLE II
MAINTENANCE OBLIGATIONS

2.1 WMATA-Maintained Facilities. WMATA shall be responsible, at its sole cost and expense, for Maintenance of the WMATA-Maintained Facilities. WMATA's Maintenance of the WMATA-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) the WMATA criteria, specifications and requirements in effect at the time of Maintenance.

2.2 Airports Authority-Maintained Facilities. The Airports Authority shall be responsible, at its sole cost and expense, for Maintenance of the Airports Authority-Maintained Facilities. The Airports Authority's Maintenance of the Airports Authority's-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) the Airports Authority criteria, specifications and requirements in effect at the time of Maintenance.

2.3 VDOT-Maintained Facilities. VDOT shall be responsible, at its sole cost and expense, for Maintenance of the VDOT-Maintained Facilities. VDOT's Maintenance of the VDOT-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) the VDOT criteria, specifications and requirements in effect at the time of Maintenance.

2.4 Right of Entry and Access for Maintenance. Each Party shall have a non-exclusive right of entry and access over and across the applicable portions of the Property as necessary to perform the Maintenance obligations set forth herein and for no other purpose whatsoever. The foregoing right of entry and access shall be (1) subject to the Access Requirements and Conditions, (2) limited to periods of actual Maintenance, (3) limited to the provision of access to only those portions of the Property reasonably necessary to perform the Maintenance, (4) obtained by the most direct, safe, available and allowed route across the applicable Property as may be reasonable given the configuration of the applicable Property and the Maintenance to be performed, (5) shall avoid any material or adverse effect on the Phase 1 Facilities and VDOT Right-of-Way, and (6) shall be in accordance with this Agreement. Airports Authority shall provide WMATA with a maximum of twenty (20) SmartTag transponders programmed to allow free use of the Dulles Toll Road only for WMATA's exclusive use in conducting maintenance for the Phase 1 Facilities.

2.5 Quality of Work. In performing its Maintenance obligations under this Agreement, each Party shall perform its work in a prompt, good and workmanlike manner with due diligence, in conformance with this Agreement and all applicable laws, ordinances and regulations. All such work shall be performed in such a manner as to minimize any disruption,

impairment or obstruction of access to any portion of the applicable Phase 1 Facilities, and to avoid any material adverse effect on the use and operation of the Phase 1 Facilities and VDOT Right-of-Way.

2.6 Third Party Contractors. Nothing herein shall preclude any Party from contracting with third parties to perform the Maintenance obligations hereunder, however any work performed by third parties shall comply with this Agreement, including all Exhibits hereto. The Party contracting with any third party shall: (1) require that the third party contractor carry appropriate insurance; (2) include specific language in its written agreement[s] with the third party requiring that the third party name the contracting Party and the Party on whose Property such work is performed as additional insureds, and (3) require that the third party indemnify, hold harmless and defend the Party and the Party on whose Property such work is performed, and their agents, successors, assigns, directors, officers and employees harmless from all losses, damages, costs and expenses (including but not limited to reasonable attorney's fees and costs) caused by the acts, errors or omissions of the third party, its employees, subcontractors or consultants in the performance of Maintenance pursuant to this Agreement.

2.7 Trailblazer Guide Signs. Trailblazer guide signs, consisting of a WMATA "M" logo, were installed as part of the Project to provide guidance to kiss and ride facilities and are located on VDOT Right-of-Way or Airports Authority Property ("Trailblazer Signs"). If these Trailblazer Signs significantly deteriorate or are damaged so as to be ineffectual or a hazard, VDOT or the Airports Authority, as applicable, may remove the signs.

ARTICLE III
INSURANCE

3.1 Insurance by Parties. The Airports Authority, with respect to the Airports Authority-Maintained Facilities and the rights granted to it and obligations required of it hereunder; VDOT, with respect to the VDOT-Maintained Facilities and the rights granted to it and the obligations required of it hereunder; and WMATA, with respect to the WMATA-Maintained Facilities and the rights granted to it and the obligations required of it hereunder, shall each procure and maintain at all times a liability insurance/self-insurance program as deemed appropriate by their management/board to cover their respective organization's obligations under this Agreement and liability for bodily injury, sickness or death or for damage to or destruction of property.

3.2 Railroad Protective Insurance by Permittees and Contractors. Airports Authority, VDOT and WMATA shall establish and from time to time update a mutually acceptable process for determining (i) when, and in what amounts, railroad protective insurance must be carried by VDOT permittees and contractors doing Reviewable Work; and (ii) how such insurance can be obtained by such permittees and contractors at a reasonable cost.

ARTICLE IV
COORDINATION OF CERTAIN WORK

4.1 Purpose. As public entities operating roads and transit facilities, the Parties recognize the need to coordinate with respect to Reviewable Work to protect the structural integrity and safe operation of their respective facilities. The Parties accordingly desire to establish a process for each Party to have an opportunity to review and comment upon certain activities by another Party, as more fully set forth herein.

4.2 Process.

(a) In the event that any Party (including a Party acting under a special permit) desires to perform Reviewable Work in the Coordination Zone, then that Party will provide written notice and construction plans or other applicable construction documents to the other Party or Parties affected or potentially affected by such Reviewable Work. No Reviewable Work shall commence sooner than twelve (12) business days after each reviewing Party has been given the notice and construction documents required under this Section 4.2(a), except when an earlier commencement is needed to protect public safety or infrastructure.

(b) Prior to accepting an application for any permit to perform any Reviewable Work in the VDOT Right-of-Way adjacent to any Phase 1 Facility, VDOT will require the permit applicant to provide to VDOT positive confirmation that the applicant has given WMATA written notice of the work that is the subject of the proposed permit and construction plans or other applicable construction documents. VDOT will not issue a permit for the Reviewable Work prior to the date twelve (12) business days after WMATA's receipt of such notice and construction documents, except when an earlier issuance is needed to protect public safety or infrastructure.

(c) For all proposed construction activities and/or land development plans that are undertaken outside the VDOT Right-of-Way, on property not owned by Airports Authority and within fifty (50) feet of the nearest WMATA Easement Area or WMATA fee-owned area ("**Non-Party Development**"), and that constitute Reviewable Work, Fairfax will establish a process to (i) provide WMATA with notice of the proposed Reviewable Work, (ii) make available copies of plans or other construction documents for such Reviewable Work, and (iii) provide WMATA an opportunity to review and provide comments to the Non-Party Development applicant, with a copy sent to Fairfax, on such Reviewable Work. Fairfax will not issue an approval of such Reviewable Work (*e.g.*, in the form of an approved site plan or a building permit) prior to the date that is twelve (12) business days after WMATA's receipt of the notice, except when permit issuance is required by applicable law or is needed to protect public safety or infrastructure.

(d) Each Party will use good faith efforts to cause any third parties holding the legal right to do Reviewable Work within that Party's portion of the Coordination Zone to provide the notices and construction documents described in this Section 4.2.

(e) Any notice of Reviewable Work (whether from a Party or a permit applicant) shall include the proposed start date of the Reviewable Work.

4.3 Offices to Receive Information. Notices to Reviewing Parties shall be provided through the following offices:

For VDOT: VDOT District Office Manager
4975 Alliance Drive
Fairfax, Virginia 22030

For WMATA: Office of Chief Engineer Infrastructure
Department of Transit Infrastructure and Engineering Services
3500 Pennsy Drive, Bldg. C, Room C106
Landover, Maryland 20785

For Fairfax: Fairfax County Building Code Official
12055 Government Center Parkway, Suite 316
Fairfax, VA 22035

For Airports Authority: _____
Metropolitan Washington Airports Authority
1 Aviation Circle, Suite 154
Washington, D.C., 20001-6000
Ronald Reagan Washington National Airport

4.4. Comment Resolution.

(a) WMATA's comments provided under the process described in Section 4.2(c) will be processed in accordance with applicable Fairfax County procedures and requirements. For comments on all other work described in Section 4.2, the process described in subsection(b) below shall apply.

(b) Any Party may provide comments to the Party undertaking the applicable work under Sections 4.2(a) or (b) and, where applicable, to the permit applicant. The respective Parties shall endeavor to resolve any such comments to their mutual satisfaction. If the commenting and responding Parties are unable to reach agreement on resolution of a comment, then the disagreement shall be escalated as follows to the applicable officials of the respective disagreeing Parties (or their successor officials designated by the applicable Party) and such officials shall at each level endeavor to promptly reach agreement on behalf of the applicable Parties. In the event agreement is not reached, a final determination by the applicable official of any Party shall end that level of review. While the issues are being considered by such officials, commencement of the Reviewable Work will not take place unless it is necessary to protect public safety or infrastructure.

First level of review :
VDOT: District Administrator
WMATA: Deputy Chief of Track and Structures

Fairfax:	Director, DPWES
Airports Authority:	_____

Second level of review:

VDOT:	Chief Engineer
WMATA:	Chief Engineer
Fairfax:	Deputy County Executive
Airports Authority:	_____

If the comment remains unresolved after such review levels have been exhausted, then the Party desiring to undertake or authorize the applicable Reviewable Work may proceed.

(c) The comment resolution process described in this Section 4.4 is without prejudice to any right of the Parties under agreements between them and under applicable law.

ARTICLE V
MISCELLANEOUS

5.1 Successors and Assigns. The rights and obligations set forth herein shall be for the benefit of and shall burden each Party, their successors and assigns and all subsequent owners of any portion of the Property and/or the Phase 1 Facilities, subject to the terms of the USA Lease until the expiration or earlier termination of the USA Lease.

5.2 Dispute Resolution.

Dispute Resolution – Level 1. For all disputes arising out of this Agreement (excluding a dispute relating to an unresolved comment as described in Section 4.4(b) above), any Party to this Agreement shall provide the Party it claims is responsible with written notice of any dispute and/or default under this Agreement. Such notice must identify the Section in dispute, and/or the necessary corrective action whenever the notifying Party reasonably deems that the other Party[s] is in default. The notice shall specifically state the nature of the dispute and/or default and shall provide the other Party[s] a reasonable period of time within which to respond or to correct the default, but in no event less than ten (10) calendar days. Should the matter in dispute or any alleged default not be corrected to the satisfaction of the Party giving notice thereof within ten (10) calendar days, any Party may further, thereafter, invoke these dispute procedures.

Dispute Resolution – Level 2. A dispute that is not resolved at Level 1 may be brought by any Party within five (5) business days to Level 2, where the President and CEO of the Airports Authority, the General Manager of WMATA, the Commissioner of Highways for VDOT, and the County Executive of Fairfax, or their designees, will be responsible for reviewing and attempting to resolve disputes and/or alleged defaults by the Parties that are not resolved at Level 1. Resolution will be signified by the written agreement of the President and CEO of the Airports Authority, the General Manager of WMATA, the Commissioner of Highways for VDOT and the County Executive of Fairfax.

Dispute Resolution – Level 3. In the event that the Parties are not able to resolve the default or dispute after using the procedures set forth in Levels 1 and 2, any Party may commence a civil action to resolve the dispute in a court of competent jurisdiction in the Commonwealth of Virginia.

5.3 Applicable Law. This Agreement shall be construed under Virginia law.

5.4 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

5.5 Amendment and Termination. This Agreement may be amended or terminated only by written document signed by the Parties.

5.6 Non-waiver. The failure of any Party to enforce any provision of this Agreement shall in no event be deemed to be a waiver of such Party's right to do so thereafter or of the right to enforce any other restriction. No violation, default or breach by any Party hereunder shall result in the termination, extinguishment, divestiture or forfeiture of any right granted hereunder.

5.7 Notices to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication that a Party is required to give or make or communicate to the other Party shall be addressed as follows:

If to the Airports Authority:

President and Chief Executive Officer
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001-6000
Telephone: (703) 417-8600

with a copy to:
Office of General Counsel
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001-6000

If to WMATA:

General Counsel
Office of General Counsel
Washington Metropolitan Transit Authority
600 5th Street, NW
Washington, DC 20001

Telephone: (202) 962-2525

with a copy to:

Deputy General Manager of Operations
Office of the Deputy General Manager of Operations
Washington Metropolitan Transit Authority
600 5th Street, NW
Washington, DC 20001

If to VDOT:

Commissioner of Highways
Virginia Department of Transportation
1401 E. Broad St.
Richmond, VA 23219
Telephone: (804) 786-2700

If to Fairfax:

The County of Fairfax, County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Telephone: (703) 324-4531

Each Party may designate a different addressee, address or telephone number from time to time; provided, however, it has given at least five (5) days' advance notice of such change of address. Unless specifically stated to the contrary elsewhere in this Agreement, any notice shall be deemed to have been given, made or communicated, as the case may be, (i) upon delivery in the case of personal delivery or (ii) on the date one (1) Business Day after the same was deposited with a nationally-recognized overnight courier, properly addressed, and fully prepaid for next day delivery. However, all notices relating to (a) defaults or claims of default under this Agreement, (b) change of notice address or (c) pursuant to Section 5.2 shall be forwarded by registered or certified mail, return receipt requested or deposited with a nationally-recognized overnight courier, properly addressed, and fully prepaid for next day delivery. In the event of an Urgent Situation as defined in a permit issued as described in Section 1.1, oral or telephonic notice may be given to the other Parties, provided that such oral notice is followed up with a written notice complying with the provisions of this Section 5.7.

5.8 Cumulative Rights. All rights, remedies and privileges granted to any Party pursuant to any term, provision, covenant or condition of this Agreement shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies.

5.9 Authority. Each Party represents and warrants to the other Parties that it has the power and authority to enter into and perform its obligations under this Agreement.

5.10 Liens on the Property. The Parties shall not, and have no authority to create any lien, judgment or other encumbrance upon the Property as a result of this Agreement.

5.11 Not Construed Against Drafter and Interpretation. This Agreement has been negotiated and prepared by WMATA, VDOT, the Airports Authority and Fairfax, and their respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party. The meaning assigned to each term defined in this Agreement will be applicable equally to both the singular and the plural forms of the term.

5.12. Immunity. In no event shall any provision in this Agreement be construed so as to constitute a waiver of the sovereign immunity of the Airports Authority, the Commonwealth of Virginia, WMATA or Fairfax.

5.13. No Third-Party Beneficiaries. Nothing contained herein, express or implied, is intended to or shall confer upon any non-Party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Witness the following signatures and seals:

<u>AIRPORTS AUTHORITY</u>: METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By: _____(SEAL)
Name: _____
Title: _____

<u>WMATA</u>: WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By: _____(SEAL)
Name: _____
Title: _____

<u>VDOT</u>: COMMONWEALTH OF VIRGINIA

BY_____(SEAL)
Commissioner of Highways

<u>FAIRFAX</u>: COUNTY OF FAIRFAX,VIRGINIA

By: _____(SEAL)
Name: _____
Title: _____

EXHIBIT A

IDENTIFICATION OF THE CONVEYANCE INSTRUMENTS

EXHIBIT B

METRORAIL SILVER LINE CORRIDOR, PHASE 1
MAINTENANCE RESPONSIBILITY CHARTS BY ENTITY

Airports Authority Maintenance Responsibilities

Element	MWAA Responsibility
Trackway – Aerial Guideway: **Areas beneath guideway**	Beneath flyover from Rte. 7 to median of DIAAH – **MWAA** as roadway operator on USA/MWAA right-of way
Trackway – At Grade Guideway: **Crossing culverts beneath trackway**	Culverts beneath trackway on DIAAH and DTR – maintained by roadway operator which is **MWAA**
Trackway – At Grade Guideway: **Roadway shoulder adjacent to the guideway**	DIAAH and DTR – maintained by roadway operator which is **MWAA**
Station Entry Pavilions: **Access Sidewalks**	Wiehle-Reston East station – sidewalk connecting pavilion to Wiehle Ave sidewalk and interim bus stop beyond WMATA surface property interests will be maintained by **MWAA** as DTR operator
Stormwater Management Facilities: **Ponds**	Ponds 1 to 5, 10 (on easement until re-development), 11 and 12 – Pond area, including basin, slopes/berms, outfall structures/culvert (to point of interface with roadway drainage), landscaping, and access roadway maintained by **MWAA**
Stormwater Management Facilities: **Inlet culverts/pipes/crossings**	DIAAH/DTR – Maintained by **MWAA** to point of outfall into pond
Stormwater Management Facilities: **WFC Yard Stream Outfall Channel**	Beyond WMATA property limits on DCR right-of way to McKay Street will be maintained by **MWAA**
Bus Facilities On Street: **Roadway Pavement**	Wiehle-Reston East station–bus bays and roadway pavement to back of curb maintained by **WMATA** (excluding capital repairs) for which **MWAA** will reimburse **WMATA** pursuant to separate agreement**.**
Bus Facilities – On Street: **Sidewalk area**	Wiehle-Reston East –sidewalk areas, including pavement, shelters, lighting and furniture maintained by **WMATA** (excluding capital repairs) for which **MWAA** will reimburse **WMATA** pursuant to separate agreement**.**
Emergency Roadway Crossovers: **Between DIAAH and DTR**	All crossovers between DIAAH and DTR, including movable barriers/gates, maintained by roadway operator which is **MWAA**
Traffic signs, posts, panels and lights: **Within DIAAH/DTR right-of way**	DIAAH/DTR – Signs, including guide signs to rail stations, maintained by roadway operator which is **MWAA** subject to the provisions of Article 2.5 of this Agreement.

<u>WMATA</u> Maintenance Responsibilities

Element	WMATA Responsibility
Trackway – Aerial Guideway	Foundation
Trackway – Aerial Guideway	Column/Pier Abutments
Trackway – Aerial Guideway	Superstructure
Trackway – Aerial Guideway	Ballasted bridges
Trackway – At Grade Guideway	Area between retaining walls
Trackway – At Grade Guideway	Retaining Walls/Fence
Trackway – At Grade Guideway	<u>Guideway Drainage</u> – **WMATA** maintains up to point where outlet pipes from ballast screen inlets interface at manhole connecting to adjacent roadway drainage system
Trackway – Tunnel: Below grade	<u>WFC Yard</u> – Entire structure
Trackway – Tunnel: **At grade (land above tunnel)**	Vent shafts and Vent Buildings
Station Buildings	Superstructure
Station Buildings	Ground level structure/facilities
Station Buildings	Foundations
Station Buildings	Column/Piers
Station Buildings	Station Walls (and integrated traffic barriers)
Station Buildings	Entry/stairway buildings
Station Buildings	Ancillary facilities (TPSS, Service rooms, etc.)
Station Buildings	Plaza/sidewalk areas, including landscaping, within **WMATA** surface property interests.
Station Buildings and Station Entry Pavilions: **Utility Feeds**	<u>Utility lines and manholes</u> – From point of Utility Company demarcation (e.g., meter, corporate valve etc.) to building; at Wiehle-Reston East station, includes sanitary sewer connection along and across westbound DIAAH/DTR lanes and water line connection across eastbound DIAAH/DTR/DTR ramp.
Station Entry Pavilions	Buildings
Station Entry Pavilions	Sidewalk surrounding buildings within **WMATA** surface property interests
Station Entry Pavilions	Plaza area within **WMATA** surface property interests
Station Entry Pavilions	Landscaping area and lighting within **WMATA** surface property interests
Station Entry Pavilions	WMATA-owned stormwater management features and drainage within **WMATA** surface property interests and utility easement(s) for pipes exclusively servicing **WMATA** facilities to point of interface with roadway drainage manhole or outfall

Station Entry Pedestrian Bridges	All elements (Foundations, Columns/Piers and Superstructure/MEP)
Traction Power and Train Control Systems	TPSS – Access roadway and sidewalk areas; enclosure and building; switch pad and equipment; all landscaping; power feed and communications crossings to trackway; signs, site lighting, stormwater management and drainage features exclusive for TPSS facility within **WMATA** surface property interests and utility easement(s) for pipes exclusively servicing **WMATA** facilities to point of interface with roadway drainage manhole or outfall.
Traction Power and Train Control Systems	34.5 kilovolt ductbank and crossings, including switches
Traction Power and Train Control Systems	TBS and TCR – access roadway and sidewalk areas; enclosure and building; landscaping within **WMATA** surface property interests; power feed and communications crossings to/from trackway; stormwater management and drainage features exclusive for TPSS facility within **WMATA** surface property interests and utility easement(s) for pipes exclusively servicing **WMATA** facilities to point of interface with roadway drainage manhole or outfall
Stormwater Management Facilities: **Ponds**	WFC Yard Pond – Pond area, including basin, slopes/berms, outfall structures/culvert, landscaping, and access roadway)
Stormwater Management Facilities: **Outfall Channel**	WFC Yard – reconstructed outfall stream (Branch Creek) – within **WMATA** surface property interests
Access Roadway from DCR to WFC Yard stream/pond area	Roadway pavement, gate, and associated drainage features
Signs, posts, panels and lights **within WMATA surface easement limits**	Within WMATA surface easement limits – maintained by rail operator which is **WMATA**

VDOT Maintenance Responsibilities

Element	VDOT Responsibility
Trackway – Aerial Guideway: **Areas beneath guideway**	Median of I-66 – area outside of fenced WMATA corridor, including the area beneath aerial guideway, maintained by **VDOT** as roadway operator
Trackway – At Grade Guideway: **Crossing culverts beneath trackway**	Culverts beneath trackway on DCR – maintained by **VDOT** as roadway operator
Trackway – At Grade Guideway: **Roadway shoulder adjacent to the guideway**	DCR – Maintained by roadway operator which is **VDOT**
Trackway – At Grade Guideway - **Existing Roadway Bridge Pier(s) within WMATA fenced corridor** (between WMATA retaining walls)	DCR and I-66 – Maintained by **VDOT** as roadway operator
Stormwater Management Facilities: **Inlet culverts/pipes/crossings**	DCR – To point of outfall into Pond 12 – maintained by **VDOT** as operator of the DCR
Traffic signs, posts, panels and lights: **Within VDOT right-of-way and DCR right-of-way**	DCR/VDOT rights-of-way– Signs, including guide signs to rail stations, maintained by roadway operator which is **VDOT,** subject to the provisions of Article 2.5 of this Agreement.

Abbreviations utilized in this Exhibit B:

MWAA – Metropolitan Washington Airports Authority
WMATA – Washington Metropolitan Washington Transit Authority
VDOT – Virginia Department of Transportation
DCR – Dulles Connector Roadway
DIAAH – Dulles International Airport Access Highway
DTR – Dulles Toll Road
I-66 – Interstate Highway 66
TBS – Tie Breaker Station
TPSS – Traction Power Substation
TCR – Train Control Room

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ACTION - 3

Approval of a Memorandum of Understanding Between the Fairfax County Police Department, Polaris Project, U.S. Attorney's Office for the Eastern District of Virginia (Alexandria Division), Virginia Office of the Attorney General, the Federal Bureau of Investigation, Department of Homeland Security-Investigations and Criminal Enforcement (ICE), and the Arlington County Police Department

ISSUE:
Board approval of a Memorandum of Understanding (MOU) between the Fairfax County Police Department (FCPD), Polaris Project, U.S. Attorney's Office for the Eastern District of Virginia (Alexandria Division), Virginia Office of the Attorney General, the Federal Bureau of Investigation, Department of Homeland Security-Investigations and Criminal Enforcement (ICE), and the Arlington County Police Department regarding the Northern Virginia Human Trafficking Task Force (NVHTTF).

RECOMMENDATION:
The County Executive recommends the Board authorize the Chief of Police to sign the MOU regarding the Northern Virginia Human Trafficking Task Force (NVHTTF).

TIMING:
The Board of Supervisors' action is requested on April 8, 2014.

BACKGROUND:
FCPD applied for and received a $500,000 grant from the Department of Justice, Office of Justice Assistance to fund the NVHTTF. A Board Item to apply and accept this grant was presented and approved at the April 9, 2013, Board meeting. As a requirement of the award, an MOU must be submitted to the Department of Justice between participating entities. This MOU delineates the responsibilities within the NVHTTF to maximize interagency cooperation and formalize the relationships between the member agencies. The MOU also authorizes the FCPD to act as a fiscal agent for the grant, including providing budgetary and progress reports as required, and providing a dedicated, full-time investigator and a full-time crime analyst to support task force investigative activities in and around Fairfax County.

The NVHTTF is a collaboration of federal, state, and local law enforcement agencies, along with nongovernmental organizations, dedicated to (1)

investigating and prosecuting those engaged in sex trafficking, forced labor, and closely related crimes; (2) identifying, rescuing, and providing services to victims of human trafficking; and (3) conducting training, community outreach, and public awareness efforts. The NVHTTF MOU clarifies the direction of personnel working within the task force in regard to assignments and investigations that occur in Northern Virginia.

FISCAL IMPACT:
The Board approved a Local Cash Match of $166,667 at the April 9, 2013, Board meeting.

ENCLOSED DOCUMENTS:
Attachment 1 – Northern Virginia Human Trafficking Task Force Memorandum of Understanding

STAFF:
David M. Rohrer, Deputy County Executive for Public Safety
Colonel Edwin C. Roessler Jr., Chief of Police
Karen L. Gibbons, Senior Assistant County Attorney

NORTHERN VIRGINIA HUMAN TRAFFICKING TASK FORCE

Memorandum of Understanding

Mission Statement: The Northern Virginia Human Trafficking Task Force ("NVHTTF" or "Task Force") is a collaboration of federal, state, and local law enforcement agencies—along with nongovernmental organizations—dedicated to (1) investigating and prosecuting those engaged in sex trafficking, forced labor, and closely related crimes; (2) identifying, rescuing, and providing services to victims of human trafficking; and (3) conducting training, community outreach, and public awareness efforts.

To facilitate the goals of the Mission Statement, the member agencies agree to take the following actions:

Coordinating Committee Agencies/Organizations

Coordinating Committee Agencies/Organizations consist of the following partners: Fairfax County Police Department; Polaris Project; U.S. Attorney's Office for the Eastern District of Virginia (Alexandria Division); and Virginia Office of the Attorney General.

All Coordinating Committee Agencies/Organizations will:

- Work with Task Force members to ensure that human trafficking is and remains a priority for law enforcement, governmental and non-governmental organizations, and the community as a whole;
- Co-facilitate Task Force meetings and assist in the overall coordination of Task Force activities with respect to training, community outreach, and public awareness;
- Develop, coordinate, and facilitate training for Task Force members and other key partners identified within the Task Force region.

Additionally, Fairfax County Police Department will:

- Act as fiscal agent for the law enforcement Task Force grant, including providing budgetary and progress reports as required;
- Provide a dedicated, full-time investigator and a full-time criminal analyst to support Task Force investigative activities in Fairfax County;
- Collect, record, and report data on all investigative activity of the Task Force;
- Disseminate any leads about potential human trafficking cases to Task Force law enforcement agencies pursuant to Task Force protocols;
- Provide law enforcement support to Task Force law enforcement agencies in investigations

into sex trafficking, forced labor, and closely-related crimes, when requested by those agencies and as resources permit; and

- Complete certification forms required for victims to be eligible for nonimmigrant T or U visas under 8 U.S.C. § 1101(a)(15)(T) or 8 U.S.C. § 1101(a)(15)(U), or for continued presence, under 22 U.S.C. § 7105(c)(3).

Additionally, Polaris Project will:

- Lead the Task Force Victims Services Committee by coordinating meetings of committee members and ensuring all necessary service provider partners regularly participate in Task Force activities;

- Coordinate comprehensive victim services for victims identified through investigations and operational activities of Task Force law enforcement agencies, including those services provided by other agencies/organizations;

- Act as a liaison for victims and the involved law enforcement entities, when needed and requested by Task Force law enforcement agencies; and

- Facilitate the communication of victims' needs during investigations and prosecutions.

Additionally, the U.S. Attorney's Office will:

- Work with Task Force law enforcement agencies to insure that all human trafficking referrals and complaints are investigated and prosecuted pursuant to Task Force law enforcement protocols;

- Designate two Assistant U.S. Attorneys, and supervisory support, for case investigative direction and guidance for Task Force investigations and operations;

- Furnish victims and witnesses with notification of court proceedings and referrals to law enforcement victim/witness specialists and non-governmental service providers in all cases brought for prosecution by the U.S. Attorney's Office; and

- Provide liaison services between Task Force members to resolve disputes and provide strategic guidance regarding the protocols and procedures of the Task Force.

Additionally, the Virginia Office of the Attorney General will:

- Designate an Assistant Attorney General for case investigative direction and guidance for Task Force investigations, operations, and prosecutions under the Virginia Code;

- Assign other prosecution support when requested by local Commonwealth's Attorneys.

Task Force Law Enforcement Agencies

All Task Force Law Enforcement Agencies will:

- Designate command staff to the Task Force Law Enforcement Steering Committee, which will be led by the U.S. Attorney's Office and the Fairfax County Police Department. The Task Force Law Enforcement Steering Committee will:
    - Meet regularly to plan and coordinate the Task Force's law enforcement responses to human trafficking threats in the region;
    - Develop policies and protocols for Task Force law enforcement agencies for multi-jurisdictional human trafficking cases and proactive investigations into sex trafficking, forced labor, and closely-related crimes; and
    - Identify law enforcement training needs.
- Designate an investigator to the Task Force Investigations and Prosecutions Committee. This investigator will:
    - Serve as the point of contact for human trafficking investigations within the agency's jurisdiction;
    - Receive referrals and complaints regarding sex trafficking, forced labor, and closely-related crimes occurring within the agency's jurisdiction;
    - Regularly attend meetings of the Task Force Investigations and Prosecutions Committee;
    - Share intelligence and information with Task Force law enforcement agencies about leads regarding human trafficking threats and activities occurring within the agency's jurisdiction; and
    - Complete certification forms required for victims to be eligible for nonimmigrant T or U visas under 8 U.S.C. § 1101(a)(15)(T) or 8 U.S.C. § 1101(a)(15)(U), or for continued presence, under 22 U.S.C. § 7105(c)(3).
- Provide law enforcement support to Task Force law enforcement agencies in investigations into sex trafficking, forced labor, and closely-related crimes, when requested by those agencies and as resources permit;
- Participate in Task Force law enforcement training efforts; and
- Provide victims and witnesses with services or referrals to service providers, as appropriate and coordinated through the Task Force, in all Task Force cases investigated by the agency.

Exclusions & Limitations

The provisions and obligations set forth in this Memorandum of Understanding are limited by the following:

- Each law enforcement agency retains complete control over the supervision, schedule, and assignments of any personnel assigned to the Task Force.

- The assignment of an investigator as a point of contact for the Task Force does not obligate the law enforcement agency to commit a minimum number of hours to Task Force operations, investigations, or other activities.

- Nothing in this Memorandum of Understanding requires the law enforcement agency to commit any additional resources other than those explicitly provided herein.

- Polaris Project, and other nongovernmental organizations, will not have any role in the direction of law enforcement operations or investigations undertaken by the Task Force.

- Each law enforcement agency may request assistance on investigations and operations from other Task Force law enforcement agencies. The law enforcement agency receiving such request will evaluate each request individually and independently to determine whether they have the necessary resources to meet the request.

- This Memorandum of Understanding expires on September 30, 2015. At that time, the signatories will review the responsibilities set forth herein and determine whether renewal is appropriate.

The Task Force, as initially formed, consists of the partners listed in the addendum.

Signatories:

NORTHERN VIRGINIA HUMAN TRAFFICKING TASK FORCE

Memorandum of Understanding

Addendum: Task Force Partners

United States Attorney's Office for the Eastern District of Virginia

Fairfax County Police Department

Polaris Project

Virginia Office of the Attorney General

Arlington County Police Department

Federal Bureau of Investigation

Department of Homeland Security – Investigations & Criminal Enforcement (ICE)

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year written below:

_____ Date: _____

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

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INFORMATION - 1

Fairfax County Receipt of Four Mid-Atlantic Chapter American Public Works Association Project of the Year Awards: Newington DVS Maintenance Facility, West Ox Maintenance Building Storage Addition, Fairfax County Historic Courthouse, and Moving Bed BioFilm Reactor (Mount Vernon, Providence, and Springfield Districts)

Four Fairfax County projects were selected by the Mid-Atlantic Chapter of the American Public Works Association (APWA) as 2014 award winners: 1.) Newington DVS Maintenance Facility in the Structures Category - $25 Million to $75 Million; 2.) West Ox Maintenance Building Storage Addition in the Structures Category - Under $5 Million; 3.) Fairfax County Historic Courthouse Renovation in the Historical Restoration and Preservation Category - Under $5 Million; and 4) Moving Bed BioFilm Reactor in the Environment Category - $25 Million to $75 Million. The APWA Public Works Project of the Year Award was established to promote excellence in the management and administration of public works projects by recognizing the alliance between the managing agency, the consultant/architect/engineer, and the contractor who, working together, complete public works projects. Representatives from the Department of Public Works and Environmental Services (DPWES) will receive the awards at the APWA Mid-Atlantic Chapter Conference held on May 8, 2014.

The Newington DVS Maintenance Facility project, completed in November 2013, is an approximate 94,000 SF new building that consolidates operations and provides an increase in the number of service bays, with an increase in bay size to accommodate larger vehicles. The new facility maintains the original function with the capability to handle different types of vehicles in the fleet including school buses, fire trucks and ambulances, heavy duty trucks, police cruisers, passenger vehicles, and police motorcycles while providing an increased efficiency in operations. The new building includes an administrative area, training room, conference room, bus driver waiting room, service bays, paint booth, wash bay, parts room, and tire storage area. The facility is designed and constructed using the Leadership in Energy and Environmental Design (LEED) guidelines and to meet Fairfax County policy to achieve LEED Silver rating. The design and construction for the project was managed by DPWES, Building Design and Construction Division.

The West Ox Maintenance Building Storage Addition, completed in August 2013, is an approximate 10,000 SF addition to the existing maintenance building of the West Ox Bus Operations Center. The addition is equally shared by the Fairfax County Department of Transportation Connector and the Washington Metropolitan Area Transit

Authority MetroBus and is used to provide additional storage for tires, parts, and equipment. The facility includes an approximate 1,600 SF mezzanine that maximizes storage space and provides additional flexibility. The design and construction for the project was managed by DPWES, Building Design and Construction Division.

The renovation of the Fairfax County Historic Courthouse was completed in January 2013. The original Courthouse was constructed from 1799-1800 and currently listed on both the National and Virginia Registries of Historic Sites. The Fairfax County Historic Courthouse had additions in 1928, 1951 and 1989. This project was carefully executed to maintain its historic character. The Historic Courthouse project included an approximate 3,300 SF interior renovation for the relocation of the Historic Records Center (Court Archives) and waterproofing of the building's entire exterior including installation of a foundation drainage system, the elimination of water penetration through the foundation, and exterior walls and roofing system. In addition, the project repaired the systemic material failures in the exterior brick facade and the slate roof. The design and construction for the project was managed by DPWES, Building Design and Construction Division.

The construction of the Moving Bed BioFilm Reactor (MBBR) was completed in December 2013. This project was undertaken to achieve compliance with the Virginia Department of Environmental Quality and the State Water Control Board regulations controlling the discharge of total Nitrogen and Phosphorous within the Virginia portion of the Chesapeake Bay watershed. In order to comply with the Chesapeake Bay Program, Fairfax County DPWES initiated an innovative Enhanced Nutrient Reduction (ENR) program that incorporated planning, design, and phased construction contract packages that optimized existing infrastructure. The latest completed and operational ENR program project, which is located at Fairfax County's Noman M. Cole, Jr., Pollution Control Plant, is the MBBR for enhanced denitrification (reduction of total Nitrogen discharge) which has significantly contributed to improvement in Chesapeake Bay water quality. The project's operations have resulted in effluent quality that consistently meets, or surpasses, strict national and state water quality requirements. Fairfax County's unique approach to this project led to the design and construction of one of the largest denitrifying MBBR facilities in the United States. The design and construction for the project was managed by DPWES, Utilities Design and Construction Division.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

Board Agenda Item
April 8, 2014

INFORMATION - 2

International Building Safety Month

In observance of International Building Safety Month, May 2014, the Department of Public Works and Environmental Services (DPWES) is conducting a campaign to promote public awareness of building safety in Fairfax County. This is in keeping with DPWES' mission to enforce building codes and related County ordinances in order to ensure the construction of safe buildings in the County.

As has been the practice in previous years, staff is working in collaboration with several local hardware stores including Home Depot stores at Seven Corners Center, Fairfax Circle, Alexandria, and Reston, to set up building safety information booths at store entrances during Building Safety Month. Staff from neighboring local government jurisdictions who participated in last year's effort have expressed their satisfaction with last year's joint effort, and indicated their desire to continue their participation. As a result, this year, on May 4 and 5, in another regional collaborative effort, the booths will be staffed jointly by engineers and inspectors from Fairfax County DPWES and Code Enforcement Agencies from Arlington County, the Cities of Alexandria, Fairfax, and Falls Church, and the Town of Herndon. Customers and visitors will have the opportunity to ask building code-related questions. Building equipment and safety appliances-such as carbon monoxide alarms, smoke detectors, fire extinguishers, and radon test kits-will be displayed. Information brochures on building and elevator safety, as well as permit process information, will be available to all customers and visitors. This outreach program is designed to educate regional residents on the provisions of the building codes, increase the level of awareness on building safety, and save lives. Since initiating the community outreach visits over seventeen years ago, citizen response has continued to be very positive, and staff reports an increasing level of interest from customers shopping at these stores.

On Friday, May 2, beginning at 9:00 AM, a kickoff brunch presentation and press conference on the "Disaster Mitigation Design Considerations in Sensitive Buildings" and "Lessons learned in the aftermath of the 2011 Virginia earthquakes", will be held at the Fairfax City Hall, 10455 Armstrong Street, Fairfax, Virginia 22030. This year's event, organized jointly by the Counties of Fairfax and Arlington, the Cities of Alexandria, Fairfax, and Falls Church, the Town of Herndon, and the Virginia Building and Code Officials Association, is designed to focus the public's attention on Disaster Safety and Mitigation, and the importance of adequate design and preparation, on building safety. The featured presentations will be given by two distinguished speakers: P. Brian Scull, of the Shooshan Company; and, Robert C. Dube, County Administrator, Louisa County, Virginia.

Board Agenda Item
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As part of today's ceremony recognizing Building Safety Month, DPWES will present its Building Safety Community Partnership Award. This award recognizes private or corporate citizens for their contributions toward the advancement of DPWES' mission of ensuring building and construction safety in Fairfax County. This is the seventeenth year for this award, and the recipient for 2014 is Michael Wolfe, a territory manager for the Simpson Strong-Tie Company.

Mr. Wolfe's company is a structural components manufacturer with a commitment to helping customers through the development of innovative products, but more importantly, through a well-established field support team of which Mr. Wolfe is a member. His territory includes Fairfax County as well as the western and northern regions of Virginia. Mr. Wolfe assists with design and jobsite issues related to fasteners, connectors, and other load resisting elements. He also provides extensive training on building code provisions, construction processes and product specifications.

On one occasion a novice home designer had over specified more than a dozen of Simpson's Strong-Wall product. During the permit application process, County staff noticed the error and advised the designer that the best solution would be to contact Mr. Wolfe. Once on the job, Mr. Wolfe was able to assist the designer reduce the number of Strong-Walls while ensuring code compliance. Not only did Mr. Wolfe maintain the structural integrity of the new home, but he saved the homeowner thousands of dollars that would have otherwise been an easy profit for his company.

There are many other examples of Mr. Wolfe's effective use of his technical expertise to assist or train homeowners, contractors and county staff. Like his company, Mr. Wolfe has a commitment to helping people build safer and stronger buildings and homes. Michael Wolfe is also a resident of Fairfax County, and is richly deserving of this special recognition.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey C. Clark, Acting Director, Land Development Services, DPWES

Board Agenda Item
April 8, 2014

10:40 a.m.

Matters Presented by Board Members

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11:30 a.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *Verizon Online, LLC v. Fairfax County Board of Supervisors*, Case No. 2012-0019167 (Fx. Co. Cir. Ct.)

2. *Angela Pledger v. Fairfax County*, Case No. 3:13-CV-740 JAG (E.D. Va.)

3. *Lawrence M. Frye v. Child Protective Services and Department of Family Services*, Case No. CL-2014-0002828 (Fx. Co. Cir. Ct.)

4. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Loan Phuong*, Case No. CL-2013-0003688 (Fx. Co. Cir. Ct.) and *Loan Phuong v. Leslie B. Johnson, Fairfax County Zoning Administrator*, Record No. 131813 (Va. Sup. Ct.) (Braddock District)

5. In Re: *July 31, 2013, Decision of the Fairfax County Board of Zoning Appeals Denying Application of New Cingular Wireless, PCS, LLC, and Parklawn Recreation Association, Inc., for an Amendment to Special Permit No. 76-M-088* (Fx. Co. Cir. Ct.) (Mason District)

6. *Moira Callaghan, Robert Sawicki, Carrie Sawicki, David Okerson, Barbara Okerson, Judith Strother, and Kris Capps v. Fairfax County Board of Supervisors, Fairfax County Park Authority, and Reston Dogs, Inc.*, Case No. CL-2014-0003016 (Fx. Co. Cir. Ct.) (Hunter Mill District)

7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Roy Melvin Perry*, Case No. CL-2012-0011472 (Fx. Co. Cir. Ct.) (Mason District)

8. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Donald M. Douglas and Louise L. Douglas*, Case No. CL-2013-0003838 (Fx. Co. Cir. Ct.) (Springfield District)

9. *Eileen M. McLane, Fairfax County Zoning Administrator v. James G. Miller, Trustee of the James G. Miller Living Trust, et al.*, Case No. CL-2009-0002430 (Fx. Co. Cir. Ct.) (Sully District)

10. *Eileen M. McLane, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Fred R. Torrez, Eulogia Torrez, Rodrigo Rojas Jaimes, and Judith S. Mendoza*, Case No. CL-2014-0000125 (Fx. Co. Cir. Ct.) (Providence District)

12. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Muawia Abu El Hawa*, Case No. CL-2013-0014648 (Fx. Co. Cir. Ct.) (Providence District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. George LeVan Dieffenbach and Delorese C. Dieffenbach*, Case No. CL-2014-0003299 (Fx. Co. Cir. Ct.) (Hunter Mill District)

14. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Full Gospel First Church of Washington*, Case No. CL-2014-0003467 (Fx. Co. Cir. Ct.) (Mason District)

15. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Preeti Kumari*, Case No. CL-2014-0003578 (Fx. Co. Cir. Ct.) (Dranesville District)

16. *Dora Navarro v. Amanda Wallace*, Case No. GV14-001200 (Fx. Co. Gen. Dist. Ct.)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Orien V. Swartzwelder and Juanita D. Swartzwelder***,** Case No. GV14-002194 (Fx. Co. Gen. Dist. Ct.) (Mason District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert L. Sheldon and Doris A. Sheldon*, Case No. GV14-003515 (Fx. Co. Gen. Dist. Ct.) (Lee District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Peter W. Arey and Loretta K. Arey*, Case No. GV14-003511 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Cecilio Vasquez*, Case No. GV14-003512 (Fx. Co. Gen. Dist. Ct.) (Lee District)

21. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Hamazasb Sardarbegians*, Case No. GV14-003514 (Fx. Co. Gen. Dist. Ct.) (Mason District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Douglas A. Salter***,** Case No. GV14-003872 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

23. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Douglas A. Salter***,** Case No. GV14-003871 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

24. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Yang S. Gillis*, Case No. GV13-025047 (Fx. Co. Gen. Dist. Ct.) (Lee District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard C. Arnold*, Case No. GV14-004901 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

26. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Richard C. Arnold*, Case No. GV13-021277 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

27. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Faizah, Ltd.*, Case No. GV14-004902 (Fx. Co. Gen. Dist. Ct.) (Lee District)

28. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Frederick L. Yontz and Kay L. Yontz***,** Case No. GV14-004905 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Todd H. Geraci*, Case No. GV14-004904 (Fx. Co. Gen. Dist. Ct.) (Lee District)

30. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Todd H. Geraci***,** Case No. GV14-004903 (Fx. Co. Gen. Dist. Ct.) (Lee District)

31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rafaela Leon***,** Case No. GV14-005098 (Fx. Co. Gen. Dist. Ct.) (Providence District)

32. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. White's General Partnership*, Case Nos. GV14-005838 and GV14-005839 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

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Board Agenda Item
April 8, 2014

3:00 p.m.

Public Hearing on the FY 2015 Effective Tax Rate Increase

ISSUE:
Because the assessed value of existing property has increased by one percent or more, Virginia Code Section 58.1-3321 requires the Board to hold a public hearing on the real estate tax rate.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors increase the real estate tax rate to $1.105 per $100 of assessed value. The County Executive's proposed budget is balanced based on a real estate tax rate of $1.085, which would maintain the current real estate tax rate for FY 2014. However, increasing the real estate tax rate to $1.105 per $100 of assessed value would give the Board of Supervisors an additional revenue option to consider and provide flexibility during their deliberations on the FY 2015 budget. Action on the tax rate is recommended to take place on April 29, 2014 as part of the annual adoption of the tax rate resolution, after the public hearings on the FY 2015 Advertised Budget Plan beginning on April 8, 2014, and the Board markup on April 22, 2014.

TIMING:
On March 4, 2014, the Board authorized advertisement of a public hearing to be held on April 8, 2014, at 3:00 PM.

BACKGROUND:
The FY 2015 Advertised Budget Plan is based on a real estate tax rate of $1.085 per $100 of assessed value. However, in order to provide flexibility during budget deliberations, the Board of Supervisors has authorized advertisement of a tax rate of $1.105 per $100 of assessed value. Advertising an increase in the rate does not prevent the Board from lowering any advertised tax rate, but a higher tax rate cannot be imposed without advertising the higher rate. Based on the total assessed value of existing property, the effective tax rate has increased by more than one percent. Under such circumstances, Virginia Code Section 58.1-3321 requires that the Board advertise a public hearing and take action to adopt the proposed FY 2015 rate rather than the rate computed by the statutory formula. It should be noted that the total increase in assessed value of existing properties is expected to be 4.84 percent, including an increase of 6.54 percent for residential real property and a decrease of 0.10 percent for non-residential real property. As a result, most property owners will experience an increase in their real estate tax bill.

The following language, based on Virginia Code, describes the effective tax increase due to appreciation and a constant tax rate.

1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 4.84 percent.

2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be $1.0349 per $100 of assessed value. This rate will be known as the "lowered tax rate."

3. Effective Rate Increase: Fairfax County, Virginia, proposes to adopt a tax rate of $1.105 per $100 of assessed value. The difference between the lowered tax rate and the proposed rate would be $0.0701 per $100, or 6.77 percent. This difference will be known as the "effective tax rate increase."

   Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of Fairfax County, Virginia, will exceed last year's by 4.66 percent[1].

[1] The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2015 disbursements as shown in the FY 2015 Advertised Budget Plan reflect an increase of 1.12 percent over the FY 2014 level.

FISCAL IMPACT:
The advertised FY 2015 real estate tax rate of $1.105 per $100 of assessed value results in an additional $43.73 million above the revenue projections outlined in the FY 2015 Advertised Budget Plan. If the tax rate is lowered to a rate of $1.0349 per $100 of assessed value as described by Virginia Code Section 58.1-3321, then the revenue projection set forth in the FY 2015 Advertised Budget Plan would decrease by $109.5 million.

ENCLOSED DOCUMENTS:
None

STAFF:
Edward L. Long Jr., County Executive
Susan W. Datta, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
Patricia McCay, Assistant County Attorney

Board Agenda Item
April 8, 2014

3:00 p.m.

Public Hearing for a Sewer Ordinance Amendment to Revise the Sewer Service Charges and the Base Charges and to Maintain the Availability Charges

ISSUE:
The Board of Supervisors' adoption of the proposed sewer ordinance amendment is requested to increase the Base Charges and the Sewer Service Charges, and to maintain the Availability Charges. The proposed amendments are consistent with the Wastewater Management Program's "Revenue Sufficiency and Rate Analysis" (the Rate Study) for the Sewer System, prepared in cooperation with its consultant, Public Resources Management Group, Inc. (PRMG). The effects of these revisions will be as follows:

1. To re-affirm and establish FY 2014 through FY 2018 Sewer Service Charges
2. To re-affirm and establish the Base Charges for FY 2014 through FY 2018
3. To re-affirm and establish the Availability Charges for FY 2014 through FY 2018

Although the Sewer Service Charge schedule in the sewer ordinance is multi-year, all Sewer Service Charges are reviewed, adjusted as necessary, and adopted annually to ensure Sewer Service Charges are accurately priced.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed sewer ordinance amendment.

TIMING:
Public Notices of the sewer ordinance revisions were advertised March 7, 2014 and March 14, 2014. Decision on the sewer ordinance revisions will coincide with the markup and adoption of the FY 2015 Advertised Budget Plan. FY 2014 new charges will become effective on July 1, 2014, as outlined above.

BACKGROUND:
In January 2014, the Wastewater Management Program and PRMG completed the Rate Study. To adequately support the Program, $183,232,260 in revenues will be needed to allow the Program to continue to meet all of the regulatory requirements, maintain competitive rates with neighboring utilities, maintain financial targets, continue to preserve AAA sewer revenue bond rating, and require less debt to support capital projects. A 3.3 percent revenue increase will be needed in FY 2015 to meet the revenue requirements of the Program. This is 2.7 percent less than the 6 percent increase projected for FY 2015 during the FY 2014 budget process. This will result in an increase in the annual cost to a typical residential connection of $17.32, which is $12.96 less than the originally planned increase of $30.28. This reduction is possible because of operational savings anticipated for consumables, which include chemical savings in the treatment of wastewater, energy consumption savings due to replacing fix drive pumps with variable drive pumps, lower than anticipated utility requirements and other operational efficiencies throughout the program.

The following proposed rate amendments will meet the revenue requirements by increasing both the Base Charge and Sewer Service Charge, which is the industry practice. This allows for recovering a portion of the Program's fixed costs through the Base Charge and recovering the remaining required revenues through the Sewer Service charge, based on the volume of water consumed, which can result in water conservation.

The current Base Charge of $12.79 per bill recovers 10.7 percent of the Program's fixed costs. Fixed cost recovery through Base Charge is equitably shared by all customers, as the system is available for use by all customers regardless of the amount of water consumed. It is proposed to increase the Base Charge by $3.07 per quarter for FY 2015 for a total Base Charge of $15.86 per quarterly bill. The proposed Base Charge will recover 12.9 percent of the fixed cost in FY 2015. Industry practice is to recover 25 percent of the total fixed costs through Base Charge. In order to strive towards such recovery rate, a phase-in approach is being proposed through FY 2018, as shown in the following table.

To generate the remaining amount of required revenues, it is proposed to increase the Sewer Service Charge by $0.07 from the current rate of $6.55 to $6.62 per 1,000 gallons of water consumed. The proposed rate increase will provide for inflation and the cost of constructing nitrogen removal facilities at wastewater treatment plants to comply with new discharge requirements imposed by the state and the Chesapeake Bay Program.

Year	Current and Proposed Sewer Service Charge Per 1,000 gallons water consumed	Proposed Increase in Base Charge Per Quarterly Bill	New Base Charge Per Quarterly Bill	Percent Fixed Cost Recovered
2014	$6.55 current	-	$12.79	10.7%
2015	$6.62	$ 3.07	$15.86	12.9%
2016	$6.65	$ 4.29	$20.15	15.9%
2017	$6.68	$ 4.53	$24.68	18.8%
2018	$6.75	$ 2.94	$27.62	20.4%

Base Charges for customers who require larger water meter than the standard ¾" meter for residential connections would be based on meter size because the meter size determines how much capacity the sewer system has to reserve for that customer. Despite the increase in Base Charge, customers with larger meters should not see a significant difference in their overall bill because Sewer Service Charges will increase only nominally.

The County's Sewer Service Charges, Base Charges and Availability Charges remain very competitive on a local basis. Below are average annual sewer service billings and Availability Charges per Single Family Residential Equivalent (SFRE) for Fairfax County compared to other regional jurisdictions, as of January 2014 (FY 2014). Average sewer service billings for the other regional jurisdictions have been developed by applying each jurisdiction's equivalent based charge and sewer service rate to appropriate SFRE water usage determined from Fairfax Water's average water usage for SFREs.

Comparison of Average Service Charges and Availability Charges for SFREs as of January 2014 (FY 2014)
***Based on 18,000 gallons per quarter for all jurisdictions**

Jurisdiction*	Average Annual Sewer Service Billing	Sewer Availability Fees
Loudoun Water	$ 426	$ 7,658
Fairfax County	523	7,750
WSSC	545	3,500
DCWASA	552	----
Prince William County	562	10,300
City of Alexandria	659	7,937
Arlington County	621	4,732

The table below outlines base charges by other regional utilities for comparison to Fairfax County's current Base Charge of $12.79 and the proposed Base Charge of $15.86 per quarter, as of January 2014 (FY 2014):

Quarterly Base Charges for Sewer Service for Residential Customers	
Alexandria Renew Enterprises	$ 25.15
Prince William County Service Authority	$ 22.50
Washington Suburban Sanitation Commission	$ 11.00
DC Water	$ 23.57
Stafford County	$ 25.05
Loudoun Water	$ 28.83
Fairfax County	**$ 12.79**
Neighboring Utilities Average	**$ 19.44**

PROPOSED BASE CHARGE AND SEWER SERVICE CHARGE SCHEDULES

BASE CHARGE SCHEDULE Cost ($) per Quarterly Bill Proposed New and Revised Rates in **Bold**					
Type of Connection	Current Rate	**Revised Rates**			**New Rate**
	FY 2014	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Residential (3/4" meter)	$12.79	**$15.86**	**$20.15**	**$24.68**	**$27.62**
All customers based on meter size					
3/4" and smaller	$12.79	**$15.86**	**$20.15**	**$24.68**	**$27.62**
3/4"	$12.79	**$15.86**	**$20.15**	**$24.68**	**$27.62**
1"	$31.98	**$39.65**	**$50.38**	**$61.70**	**$69.05**
1 1/2"	$63.95	**$79.30**	**$100.75**	**$123.40**	**$138.10**
2"	$102.32	**$126.88**	**$161.20**	**$197.44**	**$220.96**
3"	$191.85	**$237.90**	**$302.25**	**$370.20**	**$414.30**
4"	$319.75	**$396.50**	**$503.75**	**$617.00**	**$690.50**
6"	$639.50	**$793.00**	**$1,007.50**	**$1,234.00**	**$1,381.00**
8"	$1,023.20	**$1,268.80**	**$1,612.00**	**$1,974.40**	**$2,209.60**
10" and larger	$1,279.00	**$1,823.90**	**$2,317.25**	**$2,838.20**	**$3,176.30**

SEWER SERVICE CHARGE SCHEDULE Per 1,000 gallons of water consumption Proposed New and Revised Rates in **Bold**					
	Current Rate	**Revised Rates**			**New Rate**
	FY 2014	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Sewer Service Charge	$6.55	**$6.62**	**$6.65**	**$6.68**	**$6.75**

PROPOSED AVAILABILITY CHARGE SCHEDULE

The County has completed reviewing the adequacy of the amount of the Availability Charge. Based upon the results of this review, the Availability Charge for all uses is proposed to remain the same as the FY 2014 rate. The revised, five-year rate schedule for the Availability Charge for a single-family residence, with previously adopted rates in parentheses, is as follows:

Availability CHARGE Proposed New and Revised Rates in Bold					
	Current Rate	**Revised Rates**			**New Rate**
	FY 2014	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Availability Charge	$7,750	**$7,750**	**$7,750**	**$7,750**	**$7,750**

Availability Charges for all nonresidential uses will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code, Section 101.2, Note 1, which incorporates by reference the 2009 International Plumbing Code (Chapter 7, Section 709), times the fixture unit rate with a minimum charge equivalent to one (1) single family detached dwelling per premises.

FISCAL IMPACT:
In FY 2015, assuming a water usage for a typical residential customer of 18,000 gallons/quarter (or 72,000 gallons/year), the annual sewer bill will be approximately $540 per year, which is an increase of approximately $17.32 (or $1.44 per month) over the FY 2014 sewer bill. In FY 2015, approximately $6.4 million in additional revenues will be generated with the proposed Sewer Service Charge and the Base Charge, and an additional $5.3 million will be generated from the Availability Charges due to the anticipated growth of the system. Revenues from the collection of Sewer Service

Charges, Base Charges, and Availability Charges are recorded in Fund 690-C69000, Sewer Revenue Fund.

ENCLOSED DOCUMENTS:
Attachment I - The Proposed Amendment to Article 67.10 (Charges), Section 2 of the Code of the County of Fairfax (amending Sewer Service and Base charges while maintaining current Sewer Service Charge).

STAFF:
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Section 67.1-10-1. Generally.

Any person who is connected or who shall hereafter connect the sewerage facilities of any premises to the Facilities of the County shall pay or cause to be paid sums as hereinafter provided for the availability of, connection to, and/or use of such Facilities of the County. (39-93-67.1; 36-95-67.1; 6-98-67.1; 15-99-67.1; 16-00-67.1; 12-01-67.1; 21-02-67.1; 19-03-67.1; 15-04-67.1; 19-05-67.1; 09-06-67.1; 13-07-67.1; 29-08-67.1; 28-09-67.1; 11-10-67.1.)

Section 67.1-10-2. Availability, Connection, Lateral Spur and Service Charges.

(a) *Availability Charges.*

(1) *Residential uses:* The following schedule of availability charges for residential uses desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)				
	Customer Class	FY ~~2013~~2014	FY ~~2014~~2015	FY ~~2015~~2016	FY ~~2016~~2017	FY ~~2017~~2018
(A)	Single Family Detached	$7,750	$7,750	$7,750	$7,750	$7,750
(B)	Lodging House, Hotel, Inn or Tourist Cabin	7,750	7,750	7,750	7,750	7,750
(C)	Townhouse	6,200	6,200	6,200	6,200	6,200
(D)	Apartment	6,200	6,200	6,200	6,200	6,200
(E)	Mobile Home	6,200	6,200	6,200	6,200	6,200
(F)	Any other residential dwelling unit	6,200	6,200	6,200	6,200	6,200
(G)	Hotel, Motel, or Dormitory rental unit	1,938	1,938	1,938	1,938	1,938

All availability fees paid after February 24, 1976, will be updated by or refunded without interest to the current property owners whose properties have not been connected to public sewer within five years of

the initial date of payment or any subsequent payment update(s). (See Section 10-5(d), "Refunds Updates".)

(2) *Commercial and all other uses:* The following schedule of fixture unit rates for computing availability charges for all nonresidential uses is hereby established and imposed:

	Fiscal Year (July 1-June 30)				
	FY ~~2013~~2014	FY ~~2014~~2015	FY ~~2015~~2016	FY ~~2016~~2017	FY ~~2017~~2018
Fixture unit rate	$401	$401	$401	$401	$401

The availability charge will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code (as amended), Section 101.2, Note 1, which incorporates by reference the 2009 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum charge equivalent to one single-family detached dwelling per premises. For Significant Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System and other industrial or commercial Users determined by the Director to have processes generating significant wastewater flows, the availability fee will be calculated on the basis of equivalent units. One equivalent unit is equal to 320 gallons per day and rated equal to one single-family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users and other industrial or commercial Users determined by the Director to have processes generating significant flow will be equal to the current rate for a single family detached dwelling unit times the number of equivalent units associated with the permitted flow. The number of equivalent units is equal to the permitted or projected flow in gallons per day divided by 320 gallons per day. Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other equipment, or such other rates as the Director shall determine.

(3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate applicable to each fiscal year is subject to annual review by the Board of Supervisors.

(b) *Connection Charges.*

(1) *Residential and community uses:* Except as otherwise provided herein, [t]here is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers or other such similar community uses to the Facilities of the County.

(A) The above Connection Charges are effective beginning on July 1, 2011, for all Facilities of the County constructed after July 1, 2011. During the period of July 1, 2011, through June 30, 2012, Connection Charges for connections to Facilities of the County constructed prior to July 1, 2011, will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00). Provided, however, the Director may extend the deadline for connection to Facilities of the County from July 1, 2012, to December 31, 2012, if the

Director determines that for reasons beyond the control of the owner of the premises, at least one of the following conditions are met:

(i) All applicable fees and charges have been paid to the County and other appropriate governmental agencies prior to June 30, 2012;

(ii) All applicable permits have either been applied for or obtained prior to June 30, 2012;

(iii) The owner of the premises can show diligent and active efforts to connect to the Facilities of the County prior to June 30, 2012;

(iv) The owner has been delayed by the actions of a third party, e.g., delays in the issuance of permits or inspections by any government agency or other party; or

(v) The delays have been caused by an Act of God.

(B) Connection Charges for connection to the Facilities of the County in the County's Extension and Improvement (E&I) Program that were under design for construction on or before April 12, 2011, and that were not completed on or before that date, will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00) provided all of the following conditions are met:

(i) property owners in the E&I project area agree to grant all required easements within four months from the completion of the design;

(ii) 50 percent of the property owners in the E&I project area pay the required Availability Charges within four months from the completion of the design; and

(2) *All other uses:* There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum charge of $15,250) for the connection of all other uses to the Facilities of the County.

(3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4) For the purposes of Section 67.1-10-2 (b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

(c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of $600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.

(d) *Service charges:* There are hereby established and imposed the following quarterly sanitary sewer service charges:

	Sewer Service Charges				
	Fiscal Year (July 1 - June 30)				
	FY 2014~~3~~	FY 2015~~4~~	FY 2016~~5~~	FY 2017~~6~~	FY 2018~~7~~
Sewer Service Charge, $/1,000 gallons	$6.55	$6.62~~55~~	$6.65~~55~~	$6.68~~55~~	$6.75~~55~~

ARTICLE 10. Charges.

(e) *Base charges:* There are hereby established and imposed the following quarterly base charges in addition to the sewer service charge:

BASE CHARGE Cost ($) per Quarterly Bill Proposed New and Revised Rates in Bold					
	Current Rate	Revised Rates			New Rate
	FY 2014~~3~~	FY 2015~~4~~	FY 2016~~5~~	FY 2017~~6~~	FY 2018~~7~~
Residential (¾" and smaller, or no meter):					
Base Charge	$12.79~~$5.50~~	~~$12.79~~$15.86	~~$20.36~~$20.15	~~$25.34~~$24.68	~~$30.45~~$27.62
Commercial: (meter size)					
¾" and smaller, or no meter	$12.79~~$5.50~~	~~$12.79~~$15.86	~~$20.36~~$20.15	~~$25.34~~$24.68	~~$30.45~~$27.62
¾"	$12.79~~$5.50~~	~~$12.79~~$15.86	~~$20.36~~$20.15	~~$25.34~~$24.68	~~$30.45~~$27.62
1"	$31.98~~$5.50~~	~~$31.98~~$39.65	~~$50.90~~$50.38	~~$63.35~~$61.70	~~$76.13~~$69.05
1½"	$63.95~~$5.50~~	~~$63.95~~$79.30	~~$101.80~~$100.75	~~$126.70~~$123.40	~~$152.25~~$138.10
2"	$102.32~~$5.50~~	~~$102.32~~$126.88	~~$162.88~~$161.20	~~$202.72~~$197.44	~~$243.60~~$220.96
3"	$191.85~~$5.50~~	~~$191.85~~$237.90	~~$305.40~~$302.25	~~$380.10~~$370.20	~~$456.75~~$414.30
4"	$319.75~~$5.50~~	~~$319.75~~$396.50	~~$509.00~~$503.75	~~$633.50~~$617.00	~~$761.25~~$690.50

6"	$639.50~~$5.50~~	~~$639.50~~793.00	~~$1,018.00~~$1,007.50	~~$1,267.00~~$1,234.00	~~$1,522.50~~$1,381.00
8"	$1,023.20~~$5.50~~	~~$1,023.20~~$1,268.80	~~$1,628.80~~$1,612.00	~~$2,027.20~~$1,974.40	~~$2,436.00~~$2,209.60
10" and larger	$1,279.00~~$5.50~~	~~$1,279.00~~$1,823.90	~~$2,036.00~~$2,317.25	~~$2,534.00~~$2,838.20	~~$3,045.00~~$3,176.30

If requested, the Base Charge for non-residential customers who have sub-meters for irrigation and other water uses that do not enter the sewer system will be adjusted based on their sub-meter size per above table. In no case the Base Charge will be smaller than that for ¾" and smaller meter.

(1) *Effective date:* The Service charges and Base charges will change on July 1st of each new fiscal year. For metered accounts, the change is effective with meter readings beginning October 1st of each year. For unmetered accounts, the change is effective with billings beginning October 1st of each year.

(2) *Premises having a metered water supply:*

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-detached, rowhouses, garden court and patio houses with a separate water service line meter.	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line meter, whichever is lower, a charge equal to the effective unit cost rate ($/1,000 gallons).
(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate ($/1,000 gallons).
(C) All users.	Base charge per billing as established in Section 67.1-10-2(e).

(D) The winter-quarter-maximum consumption is determined as follows:

(i) The quarterly-daily-average consumption of water is the consumption, measured by the water service line meter for the period between meter readings divided by the number of days elapsed between meter readings.

(ii) The quarterly consumption is 91.5 times the quarterly-daily-average consumption of water in leap years or 91.25 times the quarterly-daily-average consumption in non-leap years.

(iii) The winter quarterly consumption is the quarterly consumption determined at the water service line meter reading scheduled between February 1 and April 30. The winter-quarter-consumption of each respective year shall be applicable to the four quarterly sewer billings rendered in conjunction with the regular meter reading scheduled after the next May.

(iv) All water delivered to the premises, as measured by the winter quarter-consumption for single-family dwellings and townhouses or the meter of all other Users, shall be deemed to have been discharged to the Facilities of the County. However, any person may procure the installation of a second water service line meter. Such person may notify the Director of such installation, in which event the Director shall make such inspection or inspections as may be necessary to ascertain that no water delivered to the premises or only the water delivered through any such additional meter may enter the Facilities of the County. If the Director determines that water delivered through an additional meter may not enter the Facilities of the County, no charge hereunder shall be based upon such volume of water delivery. If the Director determines that only the water delivered through an additional meter may enter the Facilities of the County, only the water recorded on the additional meter shall be charged. In the alternative, any person may procure the installation of a sewage meter which shall be of a type and installed in a manner approved by the Director, who shall make periodic inspection to ensure accurate operation of said meter; in such event, the charge imposed hereunder shall be based upon the volume measured by such meter. The cost of all inspections required by the foregoing provisions for elective metering, as determined by normal cost accounting methods, shall be an additional charge for sanitary sewer service to the premises on which such meter or meters are installed.

(E) For single-family premises as in (e)(2)(A) not able to register valid meter readings for the measurement of winter-quarter-consumption the following billing method shall apply:

(i) Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.

(ii) Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.

(3) Premises not having metered water supply or having both well water and public metered water supply:

(A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate ($/1,000 gallons). In the alternative, any such single-family

residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.

(B) All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC and Table I. There shall be an additional charge equal to the effective unit cost ($/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

TABLE I.Table of Fixture Units

Type of Fixture or Group of Fixtures	DrainageFixture Unit Value(d.f.u.)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	
Tank type closet	6
Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1
Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2

Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2
Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4
Urinal, pedestal, syphon jet blowout	6
Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2
Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2

2 inches	3
2½ inches	4
3 inches	5
4 inches	6

TABLE II.
Fixture Units and Load Factors for All Other Premises
Quarterly Service Charges
Fiscal Year (July 1 - June 30)

Fixture Units	Load Factor	~~2013~~2014	~~2014~~2015	~~2015~~2016	~~2016~~2017	~~2017~~2018
20 or less	1.00	163.75 ~~163.75~~	165.50 ~~165.50~~	167.00 ~~167.00~~	168.75 ~~167.00~~	163.75 ~~168.75~~
21 to 30	1.25	204.69 ~~204.69~~	206.88 ~~206.88~~	208.75 ~~208.75~~	210.94 ~~208.75~~	204.69 ~~210.94~~
31 to 40	1.45	237.44 ~~237.44~~	239.98 ~~239.98~~	242.15 ~~242.15~~	244.69 ~~242.15~~	237.44 ~~244.69~~
41 to 50	1.60	262.00 ~~262.00~~	264.80 ~~264.80~~	267.20 ~~267.20~~	270.00 ~~267.20~~	262.00 ~~270.00~~
51 to 60	1.75	286.56 ~~286.56~~	289.63 ~~289.63~~	292.25 ~~292.25~~	295.31 ~~292.25~~	286.56 ~~295.31~~
61 to 70	1.90	311.13 ~~311.13~~	314.45 ~~314.45~~	317.30 ~~317.30~~	320.63 ~~317.30~~	311.13 ~~320.63~~
71 to 80	2.05	335.69 ~~335.69~~	339.28 ~~339.28~~	342.35 ~~342.35~~	345.94 ~~342.35~~	335.69 ~~345.94~~
81 to 90	2.20	360.25 ~~360.25~~	364.10 ~~364.10~~	367.40 ~~367.40~~	371.25 ~~367.40~~	360.25 ~~371.25~~
91 to 100	2.30	376.63 ~~376.63~~	380.65 ~~380.65~~	384.10 ~~384.10~~	388.13 ~~384.10~~	376.63 ~~388.13~~
101 to 110	2.40	393.00 ~~393.00~~	397.20 ~~397.20~~	400.80 ~~400.80~~	405.00 ~~400.80~~	393.00 ~~405.00~~

111 to 120	2.55	417.56 ~~417.56~~	422.03 ~~422.03~~	425.85 ~~425.85~~	430.31 ~~425.85~~	417.56 ~~430.31~~
121 to 130	2.65	433.94 ~~433.94~~	438.58 ~~438.58~~	442.55 ~~442.55~~	447.19 ~~442.55~~	433.94 ~~447.19~~
131 to 140	2.75	450.31 ~~450.31~~	455.13 ~~455.13~~	459.25 ~~459.25~~	464.06 ~~459.25~~	450.31 ~~464.06~~
141 to 150	2.85	466.69 ~~466.69~~	471.68 ~~471.68~~	475.95 ~~475.95~~	480.94 ~~475.95~~	466.69 ~~480.94~~
151 to 160	2.95	483.06 ~~483.06~~	488.23 ~~488.23~~	492.65 ~~492.65~~	497.81 ~~492.65~~	483.06 ~~497.81~~
161 to 170	3.05	499.44 ~~499.44~~	504.78 ~~504.78~~	509.35 ~~509.35~~	514.69 ~~509.35~~	499.44 ~~514.69~~
171 to 180	3.15	515.81 ~~515.81~~	521.33 ~~521.33~~	526.05 ~~526.05~~	531.56 ~~526.05~~	515.81 ~~531.56~~
181 to 190	3.25	532.19 ~~532.19~~	537.88 ~~537.88~~	542.75 ~~542.75~~	548.44 ~~542.75~~	532.19 ~~548.44~~
191 to 200	3.35	548.56 ~~548.56~~	554.43 ~~554.43~~	559.45 ~~559.45~~	565.31 ~~559.45~~	548.56 ~~565.31~~
201 to 210	3.45	564.94 ~~564.94~~	570.98 ~~570.98~~	576.15 ~~576.15~~	582.19 ~~576.15~~	564.94 ~~582.19~~
211 to 220	3.55	581.31 ~~581.31~~	587.53 ~~587.53~~	592.85 ~~592.85~~	599.06 ~~592.85~~	581.31 ~~599.06~~
221 to 230	3.65	597.69 ~~597.69~~	604.08 ~~604.08~~	609.55 ~~609.55~~	615.94 ~~609.55~~	597.69 ~~615.94~~
231 to 240	3.75	614.06 ~~614.06~~	620.63 ~~620.63~~	626.25 ~~626.25~~	632.81 ~~626.25~~	614.06 ~~632.81~~
241 to 250	3.85	630.44 ~~630.44~~	637.18 ~~637.18~~	642.95 ~~642.95~~	649.69 ~~642.95~~	630.44 ~~649.69~~
251 to 260	3.90	638.63 ~~638.63~~	645.45 ~~645.45~~	651.30 ~~651.30~~	658.13 ~~651.30~~	638.63 ~~658.13~~
261 to 270	4.00	655.00 ~~655.00~~	662.00 ~~662.00~~	668.00 ~~668.00~~	675.00 ~~668.00~~	655.00 ~~675.00~~
271 to 280	4.05	663.19 ~~663.19~~	670.28 ~~670.28~~	676.35 ~~676.35~~	683.44 ~~676.35~~	663.19 ~~683.44~~
281 to 290	4.10	671.38 ~~671.38~~	678.55 ~~678.55~~	684.70 ~~684.70~~	691.88 ~~684.70~~	671.38 ~~691.88~~
291 to 300	4.15	679.56 ~~679.56~~	686.83 ~~686.83~~	693.05 ~~693.05~~	700.31 ~~693.05~~	679.56 ~~700.31~~

301 to 310	4.20	687.75 ~~687.75~~	695.10 ~~695.10~~	701.40 ~~701.40~~	708.75 ~~701.40~~	687.75 ~~708.75~~
311 to 320	4.30	704.13 ~~704.13~~	711.65 ~~711.65~~	718.10 ~~718.10~~	725.63 ~~718.10~~	704.13 ~~725.63~~
321 to 330	4.40	720.50 ~~720.50~~	728.20 ~~728.20~~	734.80 ~~734.80~~	742.50 ~~734.80~~	720.50 ~~742.50~~
331 to 340	4.50	736.88 ~~736.88~~	744.75 ~~744.75~~	751.50 ~~751.50~~	759.38 ~~751.50~~	736.88 ~~759.38~~
341 to 350	4.60	753.25 ~~753.25~~	761.30 ~~761.30~~	768.20 ~~768.20~~	776.25 ~~768.20~~	753.25 ~~776.25~~
351 to 360	4.70	769.63 ~~769.63~~	777.85 ~~777.85~~	784.90 ~~784.90~~	793.13 ~~784.90~~	769.63 ~~793.13~~
361 to 370	4.80	786.00 ~~786.00~~	794.40 ~~794.40~~	801.60 ~~801.60~~	810.00 ~~801.60~~	786.00 ~~810.00~~
371 to 380	4.90	802.38 ~~802.38~~	810.95 ~~810.95~~	818.30 ~~818.30~~	826.88 ~~818.30~~	802.38 ~~826.88~~
381 to 390	5.00	818.75 ~~818.75~~	827.50 ~~827.50~~	835.00 ~~835.00~~	843.75 ~~835.00~~	818.75 ~~843.75~~
391 to 400	5.10	835.13 ~~835.13~~	844.05 ~~844.05~~	851.70 ~~851.70~~	860.63 ~~851.70~~	835.13 ~~860.63~~
401 to 410	5.20	851.50 ~~851.50~~	860.60 ~~860.60~~	868.40 ~~868.40~~	877.50 ~~868.40~~	851.50 ~~877.50~~
411 to 420	5.30	867.88 ~~867.88~~	877.15 ~~877.15~~	885.10 ~~885.10~~	894.38 ~~885.10~~	867.88 ~~894.38~~
421 to 430	5.40	884.25 ~~884.25~~	893.70 ~~893.70~~	901.80 ~~901.80~~	911.25 ~~901.80~~	884.25 ~~911.25~~
431 to 440	5.50	900.63 ~~900.63~~	910.25 ~~910.25~~	918.50 ~~918.50~~	928.13 ~~918.50~~	900.63 ~~928.13~~
441 to 450	5.60	917.00 ~~917.00~~	926.80 ~~926.80~~	935.20 ~~935.20~~	945.00 ~~935.20~~	917.00 ~~945.00~~
451 to 460	5.70	933.38 ~~933.38~~	943.35 ~~943.35~~	951.90 ~~951.90~~	961.88 ~~951.90~~	933.38 ~~961.88~~
461 to 470	5.80	949.75 ~~949.75~~	959.90 ~~959.90~~	968.60 ~~968.60~~	978.75 ~~968.60~~	949.75 ~~978.75~~
471 to 480	5.90	966.13 ~~966.13~~	976.45 ~~976.45~~	985.30 ~~985.30~~	995.63 ~~985.30~~	966.13 ~~995.63~~
481 to 490	6.00	982.50 ~~982.50~~	993.00 ~~993.00~~	1,002.00	1,012.50	982.50

				~~1,002.00~~	~~1,002.00~~	~~1,012.50~~
491 to 500	6.10	998.88 ~~998.88~~	1,009.55 ~~1,009.55~~	1,018.70 ~~1,018.70~~	1,029.38 ~~1,018.70~~	998.88 ~~1,029.38~~
501 to 525	6.25	1,023.44 ~~1,023.44~~	1,034.38 ~~1,034.38~~	1,043.75 ~~1,043.75~~	1,054.69 ~~1,043.75~~	1,023.44 ~~1,054.69~~
526 to 550	6.50	1,064.38 ~~1,064.38~~	1,075.75 ~~1,075.75~~	1,085.50 ~~1,085.50~~	1,096.88 ~~1,085.50~~	1,064.38 ~~1,096.88~~
551 to 575	6.75	1,105.31 ~~1,105.31~~	1,117.13 ~~1,117.13~~	1,127.25 ~~1,127.25~~	1,139.06 ~~1,127.25~~	1,105.31 ~~1,139.06~~
576 to 600	7.00	1,146.25 ~~1,146.25~~	1,158.50 ~~1,158.50~~	1,169.00 ~~1,169.00~~	1,181.25 ~~1,169.00~~	1,146.25 ~~1,181.25~~
601 to 625	7.25	1,187.19 ~~1,187.19~~	1,199.88 ~~1,199.88~~	1,210.75 ~~1,210.75~~	1,223.44 ~~1,210.75~~	1,187.19 ~~1,223.44~~
626 to 650	7.50	1,228.13 ~~1,228.13~~	1,241.25 ~~1,241.25~~	1,252.50 ~~1,252.50~~	1,265.63 ~~1,252.50~~	1,228.13 ~~1,265.63~~
651 to 675	7.75	1,269.06 ~~1,269.06~~	1,282.63 ~~1,282.63~~	1,294.25 ~~1,294.25~~	1,307.81 ~~1,294.25~~	1,269.06 ~~1,307.81~~
676 to 700	8.00	1,310.00 ~~1,310.00~~	1,324.00 ~~1,324.00~~	1,336.00 ~~1,336.00~~	1,350.00 ~~1,336.00~~	1,310.00 ~~1,350.00~~
701 to 725	8.20	1,342.75 ~~1,342.75~~	1,357.10 ~~1,357.10~~	1,369.40 ~~1,369.40~~	1,383.75 ~~1,369.40~~	1,342.75 ~~1,383.75~~
726 to 750	8.40	1,375.50 ~~1,375.50~~	1,390.20 ~~1,390.20~~	1,402.80 ~~1,402.80~~	1,417.50 ~~1,402.80~~	1,375.50 ~~1,417.50~~
751 to 775	8.60	1,408.25 ~~1,408.25~~	1,423.30 ~~1,423.30~~	1,436.20 ~~1,436.20~~	1,451.25 ~~1,436.20~~	1,408.25 ~~1,451.25~~

776 to 800	8.80	1,441.00 ~~1,441.00~~	1,456.40 ~~1,456.40~~	1,469.60 ~~1,469.60~~	1,485.00 ~~1,469.60~~	1,441.00 ~~1,485.00~~
801 to 825	9.00	1,473.75 ~~1,473.75~~	1,489.50 ~~1,489.50~~	1,503.00 ~~1,503.00~~	1,518.75 ~~1,503.00~~	1,473.75 ~~1,518.75~~
826 to 850	9.20	1,506.50 ~~1,506.50~~	1,522.60 ~~1,522.60~~	1,536.40 ~~1,536.40~~	1,552.50 ~~1,536.40~~	1,506.50 ~~1,552.50~~
851 to 875	9.35	1,531.06 ~~1,531.06~~	1,547.43 ~~1,547.43~~	1,561.45 ~~1,561.45~~	1,577.81 ~~1,561.45~~	1,531.06 ~~1,577.81~~
876 to 900	9.50	1,555.63 ~~1,555.63~~	1,572.25 ~~1,572.25~~	1,586.50 ~~1,586.50~~	1,603.13 ~~1,586.50~~	1,555.63 ~~1,603.13~~
901 to 925	9.65	1,580.19 ~~1,580.19~~	1,597.08 ~~1,597.08~~	1,611.55 ~~1,611.55~~	1,628.44 ~~1,611.55~~	1,580.19 ~~1,628.44~~
926 to 950	9.80	1,604.75 ~~1,604.75~~	1,621.90 ~~1,621.90~~	1,636.60 ~~1,636.60~~	1,653.75 ~~1,636.60~~	1,604.75 ~~1,653.75~~
951 to 975	9.95	1,629.31 ~~1,629.31~~	1,646.73 ~~1,646.73~~	1,661.65 ~~1,661.65~~	1,679.06 ~~1,661.65~~	1,629.31 ~~1,679.06~~
976 to 1,000	10.15	1,662.06 ~~1,662.06~~	1,679.83 ~~1,679.83~~	1,695.05 ~~1,695.05~~	1,712.81 ~~1,695.05~~	1,662.06 ~~1,712.81~~
1,001 to 1,050	10.55	1,727.56 ~~1,727.56~~	1,746.03 ~~1,746.03~~	1,761.85 ~~1,761.85~~	1,780.31 ~~1,761.85~~	1,727.56 ~~1,780.31~~
1,051 to 1,100	10.90	1,784.88 ~~1,784.88~~	1,803.95 ~~1,803.95~~	1,820.30 ~~1,820.30~~	1,839.38 ~~1,820.30~~	1,784.88 ~~1,839.38~~
1,101 to 1,150	11.30	1,850.38 ~~1,850.38~~	1,870.15 ~~1,870.15~~	1,887.10 ~~1,887.10~~	1,906.88 ~~1,887.10~~	1,850.38 ~~1,906.88~~
1,151 to	11.70	1,915.88	1,936.35	1,953.90	1,974.38	1,915.88

1,200		~~1,915.88~~	~~1,936.35~~	~~1,953.90~~	~~1,953.90~~	~~1,974.38~~
1,201 to 1,250	12.00	1,965.00 ~~1,965.00~~	1,986.00 ~~1,986.00~~	2,004.00 ~~2,004.00~~	2,025.00 ~~2,004.00~~	1,965.00 ~~2,025.00~~
1,251 to 1,300	12.35	2,022.31 ~~2,022.31~~	2,043.93 ~~2,043.93~~	2,062.45 ~~2,062.45~~	2,084.06 ~~2,062.45~~	2,022.31 ~~2,084.06~~
1,301 to 1,350	12.70	2,079.63 ~~2,079.63~~	2,101.85 ~~2,101.85~~	2,120.90 ~~2,120.90~~	2,143.13 ~~2,120.90~~	2,079.63 ~~2,143.13~~
1,351 to 1,400	13.00	2,128.75 ~~2,128.75~~	2,151.50 ~~2,151.50~~	2,171.00 ~~2,171.00~~	2,193.75 ~~2,171.00~~	2,128.75 ~~2,193.75~~
1,401 to 1,450	13.25	2,169.69 ~~2,169.69~~	2,192.88 ~~2,192.88~~	2,212.75 ~~2,212.75~~	2,235.94 ~~2,212.75~~	2,169.69 ~~2,235.94~~
1,451 to 1,500	13.50	2,210.63 ~~2,210.63~~	2,234.25 ~~2,234.25~~	2,254.50 ~~2,254.50~~	2,278.13 ~~2,254.50~~	2,210.63 ~~2,278.13~~
1,501 to 1,600	14.05	2,300.69 ~~2,300.69~~	2,325.28 ~~2,325.28~~	2,346.35 ~~2,346.35~~	2,370.94 ~~2,346.35~~	2,300.69 ~~2,370.94~~
1,601 to 1,700	14.60	2,390.75 ~~2,390.75~~	2,416.30 ~~2,416.30~~	2,438.20 ~~2,438.20~~	2,463.75 ~~2,438.20~~	2,390.75 ~~2,463.75~~
1,701 to 1,800	15.15	2,480.81 ~~2,480.81~~	2,507.33 ~~2,507.33~~	2,530.05 ~~2,530.05~~	2,556.56 ~~2,530.05~~	2,480.81 ~~2,556.56~~
1,801 to 1,900	15.70	2,570.88 ~~2,570.88~~	2,598.35 ~~2,598.35~~	2,621.90 ~~2,621.90~~	2,649.38 ~~2,621.90~~	2,570.88 ~~2,649.38~~
1,901 to 2,000	16.25	2,660.94 ~~2,660.94~~	2,689.38 ~~2,689.38~~	2,713.75 ~~2,713.75~~	2,742.19 ~~2,713.75~~	2,660.94 ~~2,742.19~~
2,001 to 2,100	16.80	2,751.00 ~~2,751.00~~	2,780.40 ~~2,780.40~~	2,805.60 ~~2,805.60~~	2,835.00 ~~2,805.60~~	2,751.00 ~~2,835.00~~

2,101 to 2,200	17.35	2,841.06 ~~2,841.06~~	2,871.43 ~~2,871.43~~	2,897.45 ~~2,897.45~~	2,927.81 ~~2,897.45~~	2,841.06 ~~2,927.81~~
2,201 to 2,300	17.90	2,931.13 ~~2,931.13~~	2,962.45 ~~2,962.45~~	2,989.30 ~~2,989.30~~	3,020.63 ~~2,989.30~~	2,931.13 ~~3,020.63~~
2,301 to 2,400	18.45	3,021.19 ~~3,021.19~~	3,053.48 ~~3,053.48~~	3,081.15 ~~3,081.15~~	3,113.44 ~~3,081.15~~	3,021.19 ~~3,113.44~~
2,401 to 2,500	19.00	3,111.25 ~~3,111.25~~	3,144.50 ~~3,144.50~~	3,173.00 ~~3,173.00~~	3,206.25 ~~3,173.00~~	3,111.25 ~~3,206.25~~
2,501 to 2,600	19.55	3,201.31 ~~3,201.31~~	3,235.53 ~~3,235.53~~	3,264.85 ~~3,264.85~~	3,299.06 ~~3,264.85~~	3,201.31 ~~3,299.06~~
2,601 to 2,700	20.10	3,291.38 ~~3,291.38~~	3,326.55 ~~3,326.55~~	3,356.70 ~~3,356.70~~	3,391.88 ~~3,356.70~~	3,291.38 ~~3,391.88~~
2,701 to 2,800	20.65	3,381.44 ~~3,381.44~~	3,417.58 ~~3,417.58~~	3,448.55 ~~3,448.55~~	3,484.69 ~~3,448.55~~	3,381.44 ~~3,484.69~~
2,801 to 2,900	21.20	3,471.50 ~~3,471.50~~	3,508.60 ~~3,508.60~~	3,540.40 ~~3,540.40~~	3,577.50 ~~3,540.40~~	3,471.50 ~~3,577.50~~
2,901 to 3,000	21.75	3,561.56 ~~3,561.56~~	3,599.63 ~~3,599.63~~	3,632.25 ~~3,632.25~~	3,670.31 ~~3,632.25~~	3,561.56 ~~3,670.31~~
3,001 to 4,000	26.00	4,257.50 ~~4,257.50~~	4,303.00 ~~4,303.00~~	4,342.00 ~~4,342.00~~	4,387.50 ~~4,342.00~~	4,257.50 ~~4,387.50~~
4,001 to 5,000	29.50	4,830.63 ~~4,830.63~~	4,882.25 ~~4,882.25~~	4,926.50 ~~4,926.50~~	4,978.13 ~~4,926.50~~	4,830.63 ~~4,978.13~~
5,001 to 6,000	33.00	5,403.75 ~~5,403.75~~	5,461.50 ~~5,461.50~~	5,511.00 ~~5,511.00~~	5,568.75 ~~5,511.00~~	5,403.75 ~~5,568.75~~
6,001 to	36.40	5,960.50	6,024.20	6,078.80	6,142.50	5,960.50

7,000		~~5,960.50~~	~~6,024.20~~	~~6,078.80~~	~~6,078.80~~	~~6,142.50~~
7,001 to 8,000	39.60	6,484.50 ~~6,484.50~~	6,553.80 ~~6,553.80~~	6,613.20 ~~6,613.20~~	6,682.50 ~~6,613.20~~	6,484.50 ~~6,682.50~~
8,001 to 9,000	42.75	7,000.31 ~~7,000.31~~	7,075.13 ~~7,075.13~~	7,139.25 ~~7,139.25~~	7,214.06 ~~7,139.25~~	7,000.31 ~~7,214.06~~
9,001 to 10,000	46.00	7,532.50 ~~7,532.50~~	7,613.00 ~~7,613.00~~	7,682.00 ~~7,682.00~~	7,762.50 ~~7,682.00~~	7,532.50 ~~7,762.50~~
10,001 to 11,000	48.85	7,999.19 ~~7,999.19~~	8,084.68 ~~8,084.68~~	8,157.95 ~~8,157.95~~	8,243.44 ~~8,157.95~~	7,999.19 ~~8,243.44~~
11,001 to 12,000	51.60	8,449.50 ~~8,449.50~~	8,539.80 ~~8,539.80~~	8,617.20 ~~8,617.20~~	8,707.50 ~~8,617.20~~	8,449.50 ~~8,707.50~~
12,001 to 13,000	54.60	8,940.75 ~~8,940.75~~	9,036.30 ~~9,036.30~~	9,118.20 ~~9,118.20~~	9,213.75 ~~9,118.20~~	8,940.75 ~~9,213.75~~
13,001 to 14,000	57.40	9,399.25 ~~9,399.25~~	9,499.70 ~~9,499.70~~	9,585.80 ~~9,585.80~~	9,686.25 ~~9,585.80~~	9,399.25 ~~9,686.25~~
14,001 to 15,000	60.00	9,825.00 ~~9,825.00~~	9,930.00 ~~9,930.00~~	10,020.00 ~~10,020.00~~	10,125.00 ~~10,020.00~~	9,825.00 ~~10,125.00~~

NOTES:

(1) Baseline water use for 20 fixture units is 25 TG/Qtr.

(2) Base charge is not included in rates.

The Service Charge rates will change on July 1st of each new fiscal year for accounts with meter readings beginning October 1st of each year. For unmetered accounts, the change shall be effective with the billings beginning October 1st of each year.

Board Agenda Item
April 8, 2014

3:00 p.m.

Public Hearing on Amendment to the Code of the County of Fairfax, Chapter 41.1 to Increase Adoption and Boarding Fees for Dogs and Cats

ISSUE:
Public hearing to amend Chapter 41.1 of the Fairfax County Code, governing Animal Control and Care. The proposed amendment to Chapter 41.1 will (i) combine the spay or neuter fee with the adoption fee for dogs and cats, (ii) create a three-tiered adoption fee structure for dogs and cats based on the age of the animal, and (iii) increase boarding fees for dogs and cats. The purpose of this amendment is to facilitate the welfare and sterilization of dogs and cats prior to their adoption and cover the costs to do so.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendment to Chapter 41.1.

TIMING:
Board of Supervisors authorized the advertisement of a public hearing on the proposed amendment on March 4, 2014; Board of Supervisors' public hearing is scheduled for April 8, 2014, at 3:00 p.m. If adopted, the provisions of the amendment will become effective July 1, 2014.

BACKGROUND:
The current adoption fees for dogs and cats have been in place since 2004, and the current boarding fees for dogs and cats have been in place since 2008. The proposed amendments to Chapter 41.1 will bring adoption and boarding fees in line with neighboring jurisdictions. On February 6, 2014, the Animal Services Advisory Commission voted unanimously to support the proposed amendment.

Combining the Spay or Neuter Fee with the Adoption Fee
State law requires that all dogs and cats adopted from the County's Animal Shelter must be spayed or neutered. Under the current arrangement, the animal is transported post-adoption to one of the Shelter's contract veterinarians who perform the sterilization procedure. The veterinarian charges the adopter directly for the cost of sterilization. The procedure costs approximately $125 for cats and $200 for dogs. The Shelter's

current adoption fees of $30 for cats and $40 for dogs do not include the cost of spaying and neutering. The total cost to adopt an unsterilized cat or dog is now approximately $155 and $240, respectively.

The Shelter does not currently have sufficient funding to pay for the sterilization procedures prior to adoption, nor can it charge the adopter both the adoption and spay or neuter fees in a single transaction. The adopter is required to pay the veterinarian at a later date, which is a source of confusion and involves at least one additional trip to pick up the animal at the veterinarian's office days or even weeks later. For some potential adopters, these requirements are a barrier to adoption because they consider the veterinary clinic to be too far away or are unwilling to wait to bring the animal home. Shelter staff must also follow up to ensure compliance with the sterilization requirements.

Spaying or neutering animals prior to adoption will reduce costs, improve customer service at the Shelter, and is more humane. Adopted animals typically have to wait at least four days for a veterinary appointment, which lengthens their stay at the Shelter and increases Shelter costs. A shorter stay helps prevent a decline in behavior and mental health of the animals and also opens up more space to aid others in the community. Finally, potential adopters will have a greater incentive to adopt because they can complete the adoption process in less time and fewer steps.

Three-Tiered Adoption Fee Structure

The current adoption fee does not take into account the age of the animal. In conjunction with the proposed combination of adoption fees with spay or neuter fees, a three-tiered fee structure based on the age of the animal will increase overall adoptions as well as generate additional revenue. Older animals are typically more challenging to adopt and are often already spayed or neutered. Puppies and kittens are in greater demand and almost always need to be spayed and neutered. A three-tiered structure will spread the cost recovery out over all the animals and aid in getting older animals adopted. The proposed fee structure is as follows:

Cat adoption: $125 (kittens under six months)
$ 75 (cats up to five years)
$ 50 (cats over five years)

Dog adoption: $175 (puppies under six months)
$125 (dogs up to five years)
$100 (dogs over five years)

Staff believes that the proposed amendment will lead to an overall increase in adoptions, especially for older animals. This change will bring the Shelter into alignment

with other shelters in the region, all of which charge one fee that covers both adoption and spaying or neutering and some of which take into account the age of the animal (see tables below). Although all of these proposed fees are higher than the current adoption fees, the actual cost to adopt an animal that would otherwise need to be spayed or neutered is lower. The collection of higher fees for all dogs and cats will cover the anticipated cost of those requiring sterilization before adoption.

Jurisdiction	Puppies ($)	Dogs up to 5 years in Fairfax ($)	Dogs over 5 years in Fairfax ($)
Fairfax (current)	40	40	40
Fairfax (proposed)	175	125	100
Arlington	200	175	175
Alexandria	150	150	75
Prince William	185	185	185
Loudoun	150	125	100
Washington, DC	170	170	170
Montgomery County	175	175	175

Jurisdiction	Kittens ($)	Cats up to 5 years in Fairfax ($)	Cats over 5 years in Fairfax ($)
Fairfax (current)	30	30	30
Fairfax (proposed)	125	75	50
Arlington	150	100	100
Alexandria	120	120	60
Prince William	145	145	145
Loudoun	100	80	70
Washington, DC	85	85	85
Montgomery County	175	175	175

Boarding Fees

The current boarding fee for dogs and cats at the Shelter is $10 per day. This fee has not been increased since 2008. Costs for food and other supplies as well as staffing have risen since 2008, leading to an overall increase in the cost of housing an animal at the Shelter.

The proposed boarding fee is $15 per day. Nearby jurisdictions charge from $7 to $25 (see table below), and the proposed fee of $15 per day will be within this range.

Jurisdiction	Boarding Fee ($)
Fairfax County Animal Shelter (current)	10
Fairfax County Animal Shelter (proposed)	15
Welfare League of Alexandria	15
Tri-County Animal Shelter	15
Montgomery County Humane Society	10
Animal Welfare League of Arlington	25
Loudon County Animal Care	15
Prince William County Shelter	15
Washington Humane Society	7

FISCAL IMPACT:

Three-Tiered Adoption Fee Structure with Spay and Neuter Fees Included
Under the proposed fee structure, additional revenue of $87,695 would be generated.

Increased Boarding Fee
The increase in the Boarding fee from $10 to $15 would result in additional revenue of $14,465.

It should be noted that this additional revenue has been included in the FY 2015 Advertised Budget Plan.

ENCLOSED DOCUMENTS
Attachment 1 – Proposed Amendments to Chapter 41.1, Animal Control and Care

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
John W. Burton, Assistant County Attorney
Tawny Hammond, Animal Shelter Director

AN ORDINANCE AMENDING CHAPTER 41.1 OF THE FAIRFAX COUNTY CODE, RELATING TO ANIMAL CONTROL AND CARE

Draft of February 12, 2014

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 41.1-2-5, related to animal control and care.

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

1. **That Section 41.1-2-5 of the Fairfax County Code is amended and readopted as follows:**

Section 41.1-2-5. County animal shelter; confinement and disposition of stray animals; impoundment and boarding fees; adoption fees.

(a) The County Animal Shelter shall be operated and maintained in accordance with Virginia law, and it shall be accessible to the public at reasonable hours during the week.

(b) Except as otherwise provided by Section 41.1-2-9, whenever any animal is confined at the Animal Shelter, it shall be kept for a period of not less than 5 days, such period to commence on the day immediately following the day the animal is initially confined in the facility, unless sooner claimed by the rightful owner. If any animal confined at the Animal Shelter is claimed by its rightful owner, such owner shall be charged the applicable fee or fees set forth in this Section.

(c) Any animal impounded that is not known or suspected of being rabid may be redeemed by its rightful owner upon: (1) presentation of proof of ownership and personal identification; (2) payment of all applicable fees set forth in this Section; (3) if the animal being claimed is a dog or a cat that is 4 months of age or older, presentation of a certificate that shows the animal being claimed has been vaccinated for rabies in accordance with the requirements of Section 41.1-2-1; (4) if the animal being claimed is a dog that is 4 months old or older, presentation of evidence of payment of a valid dog license, as required by Section 41.1-2-2; and (5) payment of any necessary veterinary expenses incurred for the benefit of that animal by the Animal Shelter. Any rightful owner who fails to produce the certificate of vaccination or proof of payment of the license fee shall be allowed to have custody of the animal, but shall be subject to issuance of a summons for violation of Section 41.1-2-1 or Section 41.1-2-2. Any dog not redeemed may be destroyed in a humane

manner or otherwise lawfully disposed of by the Director of the Animal Shelter or the designated agent of the Director. The Director or the designated agent of the Director shall not knowingly give, sell, or otherwise release any animal to any person who intends to use that animal for research purposes.

(d) Any person who adopts an animal from the Animal Shelter shall pay the applicable adoption fee set forth in this Section and shall sign an adoption contract agreeing to comply with laws regulating the adoption and ownership of the animal and to appropriately care for the animal. The Animal Shelter shall not release any dog or cat for adoption unless the animal is already sterilized or the person who adopts the animal signs an agreement as required by Virginia law to have the animal sterilized ~~and pays, in addition to the adoption fee, the applicable spay or neuter fee set forth in this Section~~.

(e) Fee Schedules:

Impoundment fees:

Dogs and cats, first impoundment .....$ 25.00

Second impoundment 50.00

Third or subsequent impoundment 75.00

Livestock, under 150 pounds 50.00

150 pounds or more 100.00

Reptiles and exotic animals 20.00

Rodents, ferrets, and rabbits 20.00

Boarding fees (for each day boarded):

Dogs and cats .....~~10.00~~ 15.00

Livestock (under 150 pounds) 25.00

(150 pounds or more) 50.00

Reptiles and exotic animals 10.00

Rodents, ferrets, and rabbits 10.00

Adoption fees:

Dogs under six (6) months of age .....~~40.00~~ 175.00

Dogs age six (6) months to five (5) years 125.00

Dogs age five (5) years and older 100.00

Cats under six (6) months of age .....~~30.00~~ 125.00

Cats age six (6) months to five (5) years 75.00

Cats age five (5) years and older 50.00

Rabbits and ferrets 15.00

Reptiles and small birds 10.00

Other small animals 5.00

Equine and bovine 200.00

Other livestock 20.00

Large birds 100.00

~~Spay and neuter fees: Any person who adopts an unsterilized dog or cat shall pay the spay or neuter fee directly to the County-contracted veterinarian when the newly adopted pet is picked up after surgery. The fee shall be established in the contract between the County and the veterinarian. In the event a dog or cat is sterilized for health reasons at the request of the Animal Shelter Director prior to being made available for adoption, the County shall provide a receipt to the adopter showing the cost paid and the adopter shall pay that amount directly to the County.~~

The Animal Shelter Director may waive or reduce the impoundment or boarding fees established in this subsection (e) for good cause shown. The Animal Shelter Director's determination of good cause shall be based on guidelines set forth in Standard Operating Procedures approved by the Fairfax County Police Department.

(f) The owner of any animal that is held pursuant to Va. Code Ann. § 3.2-6569 for more than 30 days shall post a bond in surety with the County in an amount equal to the cost of boarding the animal for 9 months at the rates established in this Section. If the owner satisfies this obligation by obtaining a commercial bond, then the bond must be issued by a surety that is licensed to do business in Virginia and that has an A-IV or better rating from A.M Best. Upon a request by an owner, the County may reduce the bond for good cause shown. (26-04-41.1; 67-08-41.1.)

2. **That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.**
3. **That the provisions of this ordinance shall take effect on July 1, 2014.**

GIVEN under my hand this day of _____ 2014.

_____

Clerk to the Board of Supervisors

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Board Agenda Item
April 8, 2014

3:30 p.m.

Public Hearing on RZ 2013-LE-013 (Eastwood Properties, Inc.) to Rezone from R-1 to R-8 to Permit Residential Development with a Total Density of 7.8 du/ac and Waiver of the Minimum District Size Requirement, Located on Approximately 1.79 Acres of Land (Lee District)

This property is located on the South side of the Franconia-Springfield Bypass, approximately 750 feet West of its intersection with Beulah Street. Tax Map 91-1 ((1)) 18, 19 and 20.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, February 27, 2014, the Planning Commission voted 9-0-2 (Commissioners Litzenberger and Murphy abstained from the vote; Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2013-LE-013 subject to the execution of proffers consistent with those dated February 24, 2014;
- Modification of the minimum district size for the R-8 District to allow 1.795 acres instead of 5 acres;
- Deviation from the required tree preservation target percentage of 40.5% to 2.1% as shown on the GDP;
- Modification of the transitional screening and barrier requirements to allow the screening and barriers shown on the Generalized Development Plan; and
- Waiver of the trail requirement along Franconia-Springfield Parkway.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4437737.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Nick Rogers, Planner, DPZ

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Planning Commission Meeting
February, 27 2014
Verbatim Excerpt

RZ 2013-LE-013 – EASTWOOD PROPERTIES, INC.

Decision Only During Commission Matters
(Public Hearing held on February 19, 2014)

Commissioner Migliaccio: Last week, we had a public hearing on a rezoning in the Lee District. We had some revisions to the proffers that were handed out, I believe, yesterday and the hardcopies tonight. And a new GDP was at the clerk's station. And if anyone had any questions for the applicant, they're in the audience way up there. They couldn't get a better seat. And Mr. Rogers of staff is here if we have any questions. If not, I move straight into my motion so we can get to the main agenda tonight. Thank you. Last week, we had a public hearing on an application to rezone land along the Franconia-Springfield Parkway from R-1 to R-8 to allow 14 townhomes to be built. This infill application is designed to complement the neighboring Devonshire Townhome HOA. Throughout the process, local residents expressed concern about construction traffic and its impact on the safety of the schoolchildren at the bus stop. Based on feedback from the Lee Land Use Committee, the applicant has added Proffers 16 and 43. These have the applicant working with County police to patrol the local roads during the early stages of construction to deter speeding and working with the Windsor Estates for signage along the construction route. The proffers also commit the applicant to provide a flagman at each school bus stop in the a.m. and p.m. at least ten minutes prior to the scheduled pick-up or drop-off. With the changes to the proffers and the GDP based on the public hearing and the Lee District Land Use Committee, I am ready to move tonight. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2013-LE-013 BY EASTWOOD PROPERTIES INC., SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED FEBRUARY 24, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2013-LE-013, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. The Chair abstains, not present for the public hearing.

Commissioner Migliaccio: Mr. Chairman –

Chairman Murphy: As does Mr. Litzenberger. Mr. Litzenberger abstains too. Mr. Migliaccio.

Commissioner Migliaccio: If there is not an objection, I'm just going to put in block the four modifications and waivers to save time.
Chairman Murphy: I'd love it.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE the following – THE WAIVERS AND MODIFICATIONS AS STATED IN THE STAFF REPORT.

Commissioner Sargeant: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

Commissioner Migliaccio: Thank you, Mr. Chairman.

//

(Each motion carried by a vote of 9-0-2. Commissioners Litzenberger and Murphy abstained. Commissioner Lawrence was absent from the meeting.)

JLC

Board Agenda Item
April 8, 2014

3:30 p.m.

Public Hearing on SE 2013-MV-015 (Albert Gagliardi) to Permit Uses in a Floodplain, Located on Approximately 22,412 Sqaure Feet of Land Zoned R-E (Mount Vernon District)

This property is located at 10820 Anita Drive, Lorton, 22079. Tax Map 117-2 ((2)) 59.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, March 6, 2014, the Planning Commission voted 11-0 (Commissioner Hurley was absent from the meeting) to recommend that the Board of Supervisors approve SE 2013-MV-15, subject to the Development Conditions dated February 27, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4439327.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Nick Rogers, Planner, DPZ

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Planning Commission Attachment 1
Verbatim Excerpt
March 6, 2014

SE 2013-MV-015 – ALBERT GAGLIARDI

After Close of the Public Hearing

Chairman Murphy: The public hearing is now closed; recognize Mr. Flanagan, please.

Commissioner Flanagan: Mr. Chairman, I had a communication just late today about the suggestion on how to monitor catastrophic events and I indicated that -- I thought that this could be best handled by the staff between the Commission hearing and the Board of Supervisors, and so I'm going to go ahead and act on this tonight in that way and that manner. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2013-MV-015, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED FEBRUARY 27, 2014.

Commissioners Litzenberger and Sargeant: Second.

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

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I don't have a problem with the motion other than I would hope staff would still review the question about the two parcels with the County Attorney's Office before it goes to the Board. Thank you.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

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

JN

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Board Agenda Item
April 8, 2014

3:30 p.m.

Public Hearing on PCA 86-D-108 (William Weiss) to Amend the Proffers for RZ 86-D-108 Previously Approved for Residential Development to Permit Modification of Approved Proffers at a Density of 1.54 Dwelling Units per Acre with Associated Modifications to Proffers and Site Design, Located on Approximately 36,000 Square Feet of Land Zoned R-2 (Dranesville District)

This property is located at 9416 Atwood Road, Vienna, 22182. Tax Map 19-3 ((17)) 23.

The Board of Supervisors deferred this public hearing from January 14, 2014 to February 11, 2014 at 3:30 p.m.; at which time it was deferred to March 25, 2014 at 3:30 p.m.; at which time it was deferred to April 8, 2014 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 21, 2013, the Planning Commission voted 11-0 (Commissioner Hall was absent from the meeting) to recommend that the Board of Supervisors approve PCA 86-D-108, subject to the execution of proffers consistent with those dated November 6, 2013, and adding one proffer as follows: “install a 10-foot wide landscape berm along the entire rear of the property, planted with evergreen and deciduous trees.”

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4429182.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Megan Duca, Planner, DPZ

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Planning Commission Meeting
November 21, 2013
Verbatim Excerpt

PCA 86-D-108 – WILLIAM WEISS

Decision Only During Commission Matters
(Public Hearing held on October 3, 2013)

Commissioner Donahue: Thank you, Mr. Chairman. A number of weeks ago, we held a public hearing on PCA 86-D-108, the Weiss application on Akron Road. And there were a number of issues we wanted to consider further so we put it off for decision only until this evening. I'm going to move on it, but I would like to call the applicant or the applicant's representative down for a word or two before I do.

Chairman Murphy: Please.

Commissioner Flanagan: Is this on verbatim?

Commissioner de la Fe: Yes.

Chairman Murphy: Are we on verbatim now? Okay, we are on verbatim.

Commissioner Hart: Apparently.

Chairman Murphy: Come on up and identify – come on up and identify yourself for the record.

Gregory Budnik, Civil Engineer, GJB Engineering, Inc.: Greg Budnik, engineer for the application.

Commissioner Donahue: Thank you. Thank you, Mr. Budnik. The report we have and the proffers we have – I want to speak with you about adding one proffer, if we could. And it's something that you initially, I think, posed to some of the neighbors. It was – it's really considered a voluntary situation at heart with the wording of the proffer. And it has to do with the landscape berm at the rear of the property in question. And the wording we would like to have you to consider or add will be the follow: "Install a 10-foot wide landscape berm along the entire rear of the property, planted with evergreen and deciduous trees." Would have you have an objection to that type of wording of a proffer or something very close to that?

Mr. Budnik: The applicant would agree to that language.

Commissioner Donahue: Thank you. And that can be worked out and added as it – well, I'll make a motion to add here this evening, but also in the time you have when you go to the board – if it would be worked out with staff, as far as the wording is concerned.

Mr. Budnik: Yes sir.

Planning Commission Meeting
November 21, 2013
PCA 86-D-108

Commissioner Donahue: Thank you very much, Mr. Chairman. If that's it, I'm prepared to make a motion.

Chairman Murphy: Okay, go ahead. Thank you, sir.

Mr. Budnik: Thank you.

Commissioner Donahue: Thank you, Mr. Chairman. Mr. Chairman, I WOULD LIKE TO MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 86-D-108, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED NOVEMBER 6TH, 2013, AND ADDING ONE PROFFER AS FOLLOWS: "INSTALL A 10-FOOT WIDE LANDSCAPE BERM ALONG THE ENTIRE REAR OF THE PROPERTY, PLANTED WITH EVERGREEN AND DECIDUOUS TREES."

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 86-D-108, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. That's it.

//

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

JLC

Board Agenda Item
April 8, 2014

4:00 p.m.

Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Dranesville District)

ISSUE:
Public hearing regarding the conveyance of Board-owned property to the Fairfax County Park Authority (FCPA).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey Board-owned property to the FCPA.

TIMING:
On February 25, 2014, the Board of Supervisors authorized the advertisement of a public hearing to convey Board-owned property to the FCPA.

BACKGROUND:
The Board is the owner of a parcel of land identified by Tax Map No. 0154 05 0003B (the Property). The Property contains 11.72 acres, approximately 6.7 acres of which are occupied by stormwater management facilities and approximately 5 acres of which consist of trails and open space.

Pursuant to Proffers associated with Proffer Condition Amendment PCA C-696-9, the developer of Dulles Station at Dulles Corner has proffered to invest up to $1.5 million for the design and development of a community park facility on approximately 2.6 acre area of the Property commonly known as the field (the Community Park). At a minimum, the Community Park shall contain multi-age play equipment, a pathway or trail, and open play areas, as reviewed and approved by FCPA. After the parcel is transferred to the FCPA, the FCPA will enter into a maintenance agreement with the Dulles Station Owners Association (Association) that will make the Association responsible for the upkeep of the Community Park. The Department of Public Works and Environmental Services will continue to maintain the stormwater facility on the Property.

Staff recommends that the conveyance of the properties to the Park Authority is subject to the condition that the parcels must be used for public park and stormwater purposes. Staff further recommends that the conveyances be made subject to the County's reserving unto itself and having the right to assign to public entities, public utilities, or telecommunications or cable television providers the right to design, lay out, construct, utilize and maintain anywhere on the parcels, rights-of-way, streets, sidewalks and trails, utility lines, conduits, poles, facilities, and other improvements for the purpose of providing for, including but not limited to, sanitary sewer, storm sewer, water, telephone, gas, electric, cable, television service and other utilities. Staff recommends that any

public utilities located on these properties that are owned and maintained by County agencies, such as sanitary sewers and storm water management facilities and structures, continue to be owned and maintained by the County.

With this transfer, the Park Authority will own 23,265 acres, or 9.2% of the total acreage of the County.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map

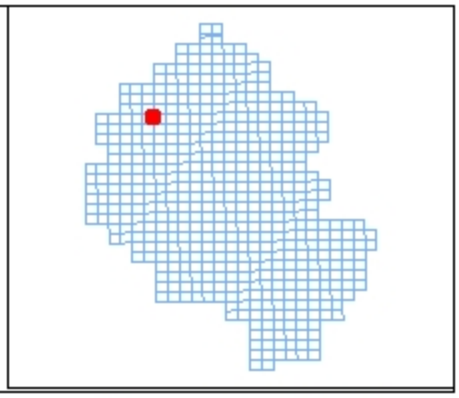
STAFF:
David J. Molchany, Deputy County Executive
Robert A. Stalzer, Deputy County Executive
Kirk W. Kincannon, Director, Fairfax County Park Authority
James W. Patteson, Director, Public Works and Environmental Services
Jose A. Comayagua, Director, Facilities Management Department

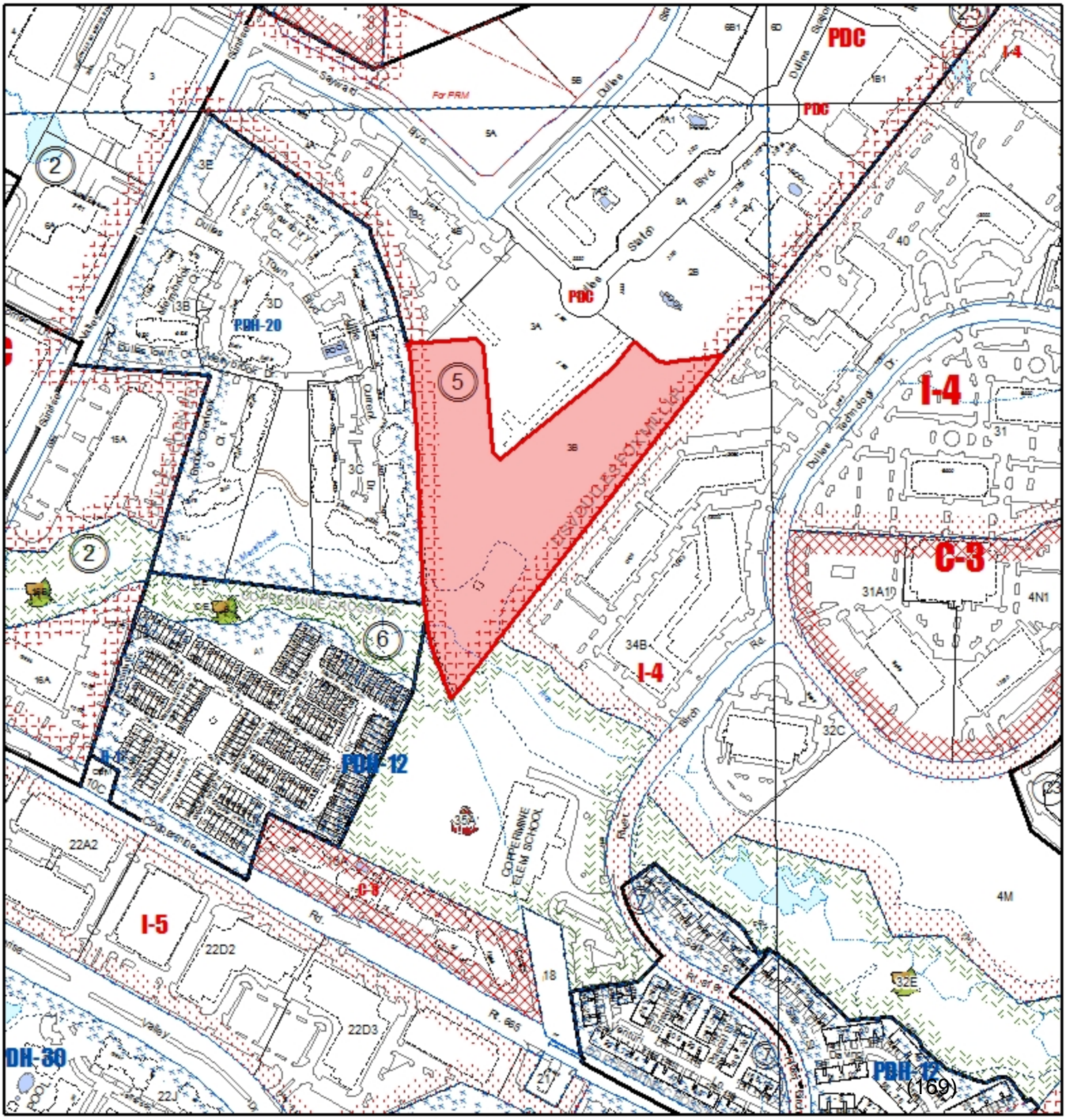
Subject Property:

Tax Map No. 15-4 ((5)) 3B
Dranesville District

0 125 250 500 Feet

N





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Board Agenda Item
April 8, 2014

6:00 p.m.

Public Hearing on the County Executive's Proposed FY 2015 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2015-2019 (CIP) (With Future Fiscal Years to 2024) and the Current Appropriation in the FY 2014 Revised Budget Plan

ENCLOSED DOCUMENTS:
None. Board Members will receive the Planning Commission's recommendations on the Advertised Capital Improvement Program for Fiscal Years 2015-2019 (With Future Fiscal Years to 2024) prior to the April 8, 2014, public hearing.

Board Members are requested to bring to the meeting the following documents previously forwarded to them:

1. *FY 2014 Third Quarter Review*
2. FY 2015 Advertised Budget Plan, Volumes 1 & 2 and the Budget Overview
3. Advertised Capital Improvement Program for Fiscal Years 2015-2019 (With Future Fiscal Years to 2024)

All of the documents are available at http://www.fairfaxcounty.gov/dmb.

STAFF:
Edward L. Long Jr., County Executive
Susan W. Datta, Chief Financial Officer

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