FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 13, 2014

AGENDA

9:30	**Done**	Presentations
10:30	**Done**	Presentation of the Volunteer Fire Commission Annual Report
10:45	**Done**	Electoral Board Response to the Bipartisan Commission Recommendations
10:55	**Done**	Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
11:05	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement Between the Board of Supervisors and The Alexander Company, Inc. for the Development of the Property under the Provisions of the Public-Private Education and Infrastructure Act of 2002, as Amended, known as the Laurel Hill Adaptive Reuse Area (Mount Vernon District)
2	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Sydenstricker Road Walkway from Briarcliff Drive to Galgate Drive (Springfield District)
3	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Potomac Residential Permit Parking District, District 36 (Mount Vernon District)
4	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Langley Oaks Temporary Residential Permit Parking District, District T2 (Dranesville District)
5	**Approved**	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Brookfield Corporate Drive (Sully District)
6	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Springfield Residential Permit Parking District, District 7 (Springfield District)

ADMINISTRATIVE ITEMS (Continued)

7	**Approved**	Approval of Traffic Calming Measures and "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program (Mount Vernon, Mason and Springfield Districts)
8	**Approved**	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant
9	**Approved**	Streets into the Secondary System (Dranesville, Providence and Sully Districts)
10	**Approved**	Additional Time to Commence Construction for Special Exception SE 2009-BR-020, T-Mobile Northeast & Commonwealth Swim Club (Braddock District)
11	**Approved**	Authorization to Conduct a Joint Public Hearing for the Virginia Department of Transportation's Secondary Six-Year Program for Fiscal Years 2015 through 2020, and the Fiscal Year 2015 Budget
12	**Approved**	Authorization to Advertise a Public Hearing on a Proposed Amendment to Section 3-7-24 of the Fairfax County Code to Reduce the Employee Contribution Rate to the Police Officers Retirement System
13	**Approved**	Approval of a Resolution to Allow Butler Medical Transport to Operate Transport Services for Hospitals and Nursing Homes within Fairfax County

ACTION ITEMS

1	**Approved**	Approval of Head Start/Early Head Start Policy Council Bylaws, Self-Assessment Report and Memorandum of Understanding Between Policy Council and Board of Supervisors
2	**Approved**	Endorsement of Advancing the Recommended (Hybrid) Alternative for the Soapstone Connector (Connecting Sunset Hills Road and Sunrise Valley Drive) to the Preliminary Design Phase

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 13, 2014

	ACTION ITEMS (Continued)	
3	**Approved**	Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) for the Public Safety Headquarters Project (Braddock District) and the School Board Central Administration Building Refinancing (Providence District) and Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2014 B (County Facilities Projects) for the Workhouse Arts Center (Mount Vernon District)
	CONSIDERATION ITEMS	
1	**Supervisor Hyland as Voting Delegate; Supervisor Gross as Alternate Delegate**	National Association of Counties' Annual Conference
	INFORMATION ITEMS	
1	**Noted**	Planning Commission Action on Application 2232-V13-17, Furnace Associates, Inc. (Mount Vernon District)
2	**Noted**	Planning Commission Action on Application 2232-V13-18, Furnace Associates, Inc. (Mount Vernon District)
11:15	**Done**	Matters Presented by Board Members
12:05	**Held**	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on SEA 97-M-075-02 (Mubarak Corporation) (Mason District)
3:30	**Approved**	Public Hearing on RZ 2013-LE-013 (Eastwood Properties, Inc.) (Lee District)
3:30	**Approved**	Public Hearing on AR 87-D-002-3 (1999 Land Acquisitions, LLC) (Dranesville District)
3:30	**Approved**	Public Hearing on SE 2013-MA-002 (TD Bank, National Association) (Mason District)
3:30	**Approved**	Public Hearing on PCA 2010-PR-021 (Capital One Bank) (USA) (Providence District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
May 13, 2014

	PUBLIC HEARINGS (Continued)	
4:00	**Approved**	Public Hearing on SE 2013-LE-014 (Mohammad Hajimohammad, Trustee AND Flora Hajimohammad, Trustee of the Hajimohammad Revocable Trust) (Lee District)
4:00	**Approved**	Public Hearing on SE 2013-MV-011 (Kimberly B. & Kelly P. Campbell) (Mount Vernon District)
4:00	**Deferred to June 3, 2014 at 3:00 p.m.**	Public Hearing on Proposed Plan Amendment S13-IV-LP1 (Vulcan Quarry)
4:30	**Decision Only Deferred to June 17, 2014 at 4:30 p.m.**	(Public Hearing on PCA 2000-MV-034 (Furnace Associates, Inc.) (Mount Vernon District)
4:30	**Decision Only Deferred to June 17, 2014 at 4:30 p.m.**	Public Hearing on SEA 80-L/V-061-02 (Furnace Associates, Inc.) (Mount Vernon District)

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
May 13, 2014

9:30 a.m.

PRESENTATIONS

SPORTS/SCHOOLS

- CERTIFICATE – To recognize students from West Springfield High School and the Friends of the National World War II Memorial for archiving stories and first-hand accounts of the war. Requested by Supervisor Herrity.

- CERTIFICATE – To recognize the Longfellow Middle School Science Bowl Team for its academic achievement. Requested by Supervisor Foust.

RECOGNITIONS

- RESOLUTION – To recognize Leo Schefer for his years of service to Fairfax County and the region as the president of the Washington Airports Task Force. Requested by Chairman Bulova and Supervisors Herrity, Cook, Frey, Gross, Hyland, McKay and Smyth.

- RESOLUTION – To recognize Messiah United Methodist Church for its 50th anniversary. Requested by Supervisors Herrity and Cook.

- RESOLUTION – To recognize the Penderbrook Community Association for being named a 2013 Community Association of the Year by the Washington Metropolitan Chapter of the Community Association Institute. Requested by Supervisor Smyth.

— more —

Board Agenda Item
May 13, 2014

- CERTIFICATE – To recognize the Reston Master Plan Special Study Task Force for its work. Requested by Supervisor Hudgins.

- RESOLUTION – To recognize the McLean Volunteer Fire Department for its placement on the Inventory of Historic Sites by the Fairfax County History Commission. Requested by Supervisor Foust.

DESIGNATIONS

- PROCLAMATION – To designate May 18-24, 2014, as Emergency Medical Services Week in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate May 2014 as Older Americans Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate May 18-23, 2014, as Public Works Week in Fairfax County. Requested by Chairman Bulova.

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

Board Agenda Item
May 13, 2014

10:30 a.m.

Presentation of the Volunteer Fire Commission Annual Report

ENCLOSED DOCUMENTS:
None. Report delivered under separate cover.

PRESENTED BY:
Tim Fleming, Chief, Franconia VFD, the Chair of the Volunteer Fire Commission

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Board Agenda Item
May 13, 2014

10:45 a.m.

Electoral Board Response to the Bipartisan Commission Recommendations

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Seth Stark, Electoral Board Chairman
Brian Schoeneman, Electoral Board Secretary
Stephen Hunt, Electoral Board Vice-Chairman

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Board Agenda Item
May 13, 2014

10:55 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard May 13, 2014
(An updated list will be distributed at the Board meeting.)

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

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

APPOINTMENTS TO BE HEARD MAY 13, 2014

(ENCOMPASSING VACANCIES PROJECTED THROUGH JUNE 30, 2014)

(Unless otherwise noted, members are eligible for reappointment)

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Charles T. Coyle (Appointed 2/13 by Hyland) Term exp. 1/14	Mount Vernon District Representative		Hyland	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Edwina Dorch; appointed 2/13 by Hyland) Term exp. 9/16 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by Sosthenes Klu; Appointed 12/05-9/08 by Frey) Term exp. 9/12 *Resigned*	Sully District Representative		Frey	Sully

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Francis Steinbauer (Appointed 8/02-5/10 by Hudgins) Term exp. 5/14	Non-Profit Housing Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 *Resigned*	Builder (Single Family) Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

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

ATHLETIC COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
James Pendergast (Appointed 7/12 by Cook) Term exp. 6/13	Braddock District Alternate Representative		Cook	Braddock
Elmer Arias (Appointed 4/10-5/12 by Bulova) Term exp. 3/14	Member-At-Large Principal Representative		Bulova	At-Large Chairman's
Michael Thompson (Appointed 1/09-6/12 by Herrity) Term exp. 6/14	Springfield District Principal Representative		Herrity	Springfield
Jenni Cantwell (Appointed 9/10-6/12 by Herrity) Term exp. 6/14	Women's Sports Principal Representative		By Any Supervisor	At-Large
Jane Dawber (Appointed 9/13 by Hudgins) Term exp. 6/14	Women's Sports Alternate Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Ken Balbuena (Appointed 9/11-6/13 by Bulova) Term exp. 6/14	At-Large Chairman's Representative		Bulova	At-Large Chairman's
William Hanks (Appointed 2/10-7/13 by Cook) Term exp. 6/14	Braddock District Representative		Cook	Braddock

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BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year) continued

Incumbent History	Requirement	Nominee	Supervisor	District
Barbara Glakas (Appointed 1/12-6/13 by Foust) Term exp. 6/14	Dranesville District Representative		Foust	Dranesville
Glenda DeVinney (Appointed 5/12-6/13 by McKay) Term exp. 6/14	Lee District Representative		McKay	Lee
Therese Martin (Appointed 2/13 by Hudgins) Term exp. 6/14	Hunter Mill District Representative		Hudgins	Hunter Mill
Jidith Fogel (Appointed 2/14 by Gross) Term exp. 6/14	Mason District Representative		Gross	Mason
Brett Kenney (Appointed 10/13 by Hyland) Term exp. 6/14	Mount Vernon District Representative		Hyland	Mount Vernon
Emilie F. Miller (Appointed 7/05-6/13 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence
Joshua Foley (Appointed 9/13 by Herrity) Term exp. 6/14	Springfield District Representative		Herrity	Springfield
Olga Hernandez (Appointed 9/04-6/13 by Frey) Term exp. 6/14	Sully District Representative		Frey	Sully

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)

(No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR shall serve as a member of the board.)

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by William C. Harvey; appointed 9/05-12/06 by DuBois; 1/09-11/12 by Foust) Term exp. 12/14 *Resigned*	Professional #2 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4 years)

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

CHILD CARE ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ann Aoki; (Appointed 11/10-9/12 by Foust) Term exp. 9/14 *Resigned*	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by Joan C. Holtz; appointed 5/09 by Smyth) Term exp. 9/11 *Resigned*	Providence District Representative		Smyth	Providence

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Andrew Levy (Appointed 10/09-5/12 by Bulova) Term exp. 5/14	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Robert Mizer (Appointed 10/08 by Bulova; 5/10-5/12 by Cook) Term exp. 5/14	Braddock District Representative		Cook	Braddock

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CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years) continued

Incumbent History	Requirement	Nominee	Supervisor	District
Wes Callender (Appointed 7/12 by Foust) Term exp. 5/14	Dranesville District Representative		Foust	Dranesville
Adeel Mufti (Appointed 7/06-5/12 by Hudgins) Term exp. 5/14	Hunter Mill District Representative		Hudgins	Hunter Mill
Asif Akhtar (Appointed 7/12 by McKay) Term exp. 5/14	Lee District Representative		McKay	Lee
Charles Sneiderman (Appointed 9/10-5/12 by Gross) Term exp. 5/14	Mason District Representative		Gross	Mason
Al Bornmann (Appointed 10/06-5/12 by Hyland) Term exp. 5/14	Mount Vernon District Representative		Hyland	Mount Vernon
James Kirkpatrick (Appointed 9/08-5/12 by Herrity) Term exp. 5/14	Springfield District Representative		Herrity	Springfield
Karrie Delaney (Appointed 10/10-5/12 by Frey) Term exp. 5/14	Sully District Representative		Frey	Sully

COMMISSION ON AGING (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Eleanor Fusaro (Appointed 1/14 by Hudgins) Term exp. 5/14	Hunter Mill District Representative		Hudgins	Hunter Mill
Glenda DeVinney (Appointed 7/12 by McKay) Term exp. 5/14	Lee District Representative		McKay	Lee
Nazir Bhagat (Appointed 4/10-5/12 by Gross) Term exp. 5/14	Mason District Representative		Gross	Mason
Julie Bloom Ellis (Appointed 5/09-5/12 by Hyland) Term exp. 5/14	Mount Vernon District Representative		Hyland	Mount Vernon
Maureen Renault (Appointed 7/10-5/12 by Frey) Term exp. 5/14	Sully District Representative		Frey	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Howard Leroy Kelley; Appointed 8/01-1/13 by Hudgins) Term exp. 1/17 *Resigned*	At-Large Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 *Resigned*	Lee District Representative		McKay	Lee

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Michael Birch; appointed 1/08-4/10 by Frey) Term exp. 4/13 *Resigned*	Sully District Representative		Frey	Sully

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)
[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local Disabilities Services Board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

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

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION
BOARD OF DIRECTORS (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
David Eisenman (Appointed 8/04-6/11 by Hudgins) Term exp. 6/14	Hunter Mill District Representative		Hudgins	Hunter Mill
Theresa Fox (Appointed 1/06-6/11 by Gross) Term exp. 6/14	Mason District Representative		Gross	Mason
Robert Maurer (Appointed 7/13 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3 years – limited to 3 full terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
Gary Ambrose (Appointed 3/13 by Bulova) Term exp. 6/14	At-Large #3 Representative		By Any Supervisor	At-Large
Willard Kenneth Garnes (Appointed 11/12 by Bulova) Term exp. 6/14	At-Large #4 Representative		By Any Supervisor	At-Large
Juan Pablo Segura (Appointed 10/12 by Foust) Term exp. 6/14	Dranesville District Representative		Foust	Dranesville
Jeffrey Wisoff (Appointed 6/13 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence
Lori Stillman (Appointed 10/05 by McConnell; 6/08-7/11 by Herrity) Term exp. 6/14	Springfield District Representative		Herrity	Springfield

HEALTH CARE ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Judith Beattie; appointed 6/96-9/12 by Frey) Term exp. 6/16 *Resigned*	Sully District Representative		Frey	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
Phil Tobey (Appointed 6/11 by Hudgins) Term exp. 6/14	Consumer #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 *Resigned*	Consumer #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 *Resigned*	Consumer #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Samuel Jones; appointed 12/09 by Gross) Term exp. 6/12 *Resigned*	Provider #1 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard Gonzalez (Appointed 7/97-7/05 by Kauffman; 8/09 by McKay) Term exp. 7/13	Lee District #1 Representative		McKay	Lee
VACANT (Formerly held by Richard Berger; appointed 2/06-8/09 by Frey) Term exp. 7/13 *Resigned*	Sully District #1 Representative		Frey	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Paul Langley; appointed 4/10-1/12 by Cook) Term exp. 1/14 *Resigned*	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Bernard Thompson; appointed 6/10-2/12 by Gross) Term exp. 1/14 *Resigned*	Mason District Representative		Gross	Mason

LIBRARY BOARD
(4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Willard O. Jasper (Appointed 3/04-5/06 by Kauffman; 5/10 by McKay) Term exp. 5/14	Lee District Representative		McKay	Lee

NORTHERN VIRGINIA COMMUNITY COLLEGE BOARD
(4 years – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jennifer McGarey (Appointed 1/13 by Cook) Term exp. 6/14	Fairfax County #2 Representative		By Any Supervisor	At-Large

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 *Resigned*	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 *Resigned*	Lee District Representative		McKay	Lee
Tina Montgomery (Appointed 9/10-6/11 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

CONFIRMATIONS NEEDED:

- Lieutenant Colonel Ted Arnn as the Police Department Representative
- Philip Disharoon as the Department of Alcoholic Beverage Control Representative
- Colonel Eric Heath as the George Mason University Police Department Representative
- Captain Daniel Janickey as the Vienna Police Department Representative

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Stephen Gallagher (Appointed 7/10 by Bulova) Term exp. 6/14	Citizen At-Large #3 Representative		By Any Supervisor	At-Large

ROAD VIEWERS BOARD (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
John W. Ewing (Appointed 2/11-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09-11/12 by Bulova) Term exp. 12/13	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL
(2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Lilia Jimenez-Simhengalu (Appointed 4/10-9/12 by Hudgins) Term exp. 3/14	Fairfax County #3 Representative		By Any Supervisor	At-Large
Robert Dim (Appointed 3/05-3/12 by Hudgins) Term exp. 3/14	Fairfax County #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Natasha Hoyte; appointed 4/08-3/12 by Hudgins) Term exp. 3/14 *Resigned*	Reston Association #2 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 *Deceased*	Condo Owner Representative		By Any Supervisor	At-Large
Evelyn McRae (Appointed 6/98-8/01 by Hanley; 12/04-1/08 by Connolly; 4/11 by Bulova) Term exp. 1/14	Tenant Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 *Resigned*	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Jan Reitman (Appointed 3/08-1/12 by Gross) Term exp. 1/14	Mason District Representative		Gross	Mason

TRANSPORTATION ADVISORY COMMISSION (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Edson Tennyson (Appointed 7/08 by Connolly; 6/12 by Bulova) Term exp. 6/14	At-Large Representative		By Any Supervisor	At-Large
Kevin Morse (Appointed 6/10-6/12 by Cook) Term exp. 6/14	Braddock District Representative		Cook	Braddock
Michael Champness (Appointed 9/13 by Foust) Term exp. 6/14	Dranesville District Representative		Foust	Dranesville
Jennifer Joy Madden (Appointed 9/06-6/12 by Hudgins) Term exp. 6/14	Hunter Mill District Representative		Hudgins	Hunter Mill
Harry Zimmerman (Appointed 6/04-6/06 by Kauffman; 6/08-6/12 by McKay) Term exp. 6/14	Lee District Representative		McKay	Lee
Roger Hoskin (Appointed 5/96-6/12 by Gross) Term exp. 6/14	Mason District Representative		Gross	Mason
Frank Cohn (Appointed 7/08-6/12 by Hyland) Term exp. 6/14	Mount Vernon District Representative		Hyland	Mount Vernon
Michal D. Himmel (Appointed 6/13 by Smyth) Term exp. 6/14 *Resigned*	Providence District Representative		Smyth	Providence

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TRANSPORTATION ADVISORY COMMISSION (2 years)
Continued

Incumbent History	Requirement	Nominee	Supervisor	District
Eric D. Thiel (Appointed 3/04-6/06 by McConnell; 6/08-7/12 by Herrity) Term exp. 6/14	Springfield District Representative		Herrity	Springfield
Jeff M. Parnes (Appointed 9/03-6/12 by Frey) Term exp. 6/14	Sully District Representative		Frey	Sully

TRESPASS TOWING ADVISORY BOARD (3 years)
[NOTE: Advisory board created effective 7/1/06 to advise the Board of Supervisors with regard to the appropriate provisions of Va. Code Section 46.2-1233.2 and Fairfax County Code 82.5-32.]
Membership: Members shall be Fairfax County residents. A towing representative shall be defined as a person who, prior to the time of his or her appointment, and throughout his or her term, shall be an operator of a towing business in Fairfax County.

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

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 YEARS)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jane Seeman; appointed 2/13 by Bulova) Term exp. 2/15 *Deceased*	Adjacent Community #1 Representative		Bulova	At-Large Chairman's

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Shaughnessy Pierce (Appointed 9/13 by Hudgins) Term exp. 6/14	Citizen appointed by BOS #2 Representative		By Any Supervisor	At-Large

WATER AUTHORITY (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Harry F. Day (Appointed 6/87-6/90 by Davis; 7/93 by Trapnell; 5/96-6/11 by Gross) Term exp. 6/14	Mason District Representative		Gross	Mason
Joseph Cammarata (Appointed 10/12 by Hyland) Term exp. 6/14	Mount Vernon District Representative		Hyland	Mount Vernon
Burton Jay Rubin (Appointed 5/84-6/05 by McConnell; 6/08-6/11 by Herrity) Term exp. 6/14	Springfield District Representative		Herrity	Springfield

WETLANDS BOARD (5 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Elizabeth Martin (Appointed 11/09 by Gross) Term exp. 12/13	At-Large #1 Representative	**Elizabeth Martin** (Hyland) *Deferred 12/3/13*	By Any Supervisor	At-Large

Board Agenda Item
May 13, 2014

11:05 a.m.

Items Presented by the County Executive

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing Pertaining to the Conveyance of Board-Owned Property and to Consider a Proposed Comprehensive Agreement between the Board of Supervisors and The Alexander Company, Inc. for the Development of the Property under the Provisions of the Public-Private Education and Infrastructure Act of 2002, as Amended, known as the Laurel Hill Adaptive Reuse Area (Mount Vernon District)

ISSUE:
Authorization to advertise a public hearing on the disposition of County-owned property as required by Va. Code Ann § 15.2-1800 (2012) in connection with the development of the former Lorton Reformatory and Penitentiary, also known as the Laurel Hill Adaptive Reuse Area Lorton, Virginia, Tax Map ID 107-1-((01))-0009 ("Laurel Hill Adaptive Reuse Area"). A concurrent public hearing will be held to consider a Comprehensive Agreement (the "Comprehensive Agreement") between the County and The Alexander Company, Inc. ("Alexander") for the purpose of development of the Laurel Hill Adaptive Reuse Area in accordance with the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended ("PPEA").

RECOMMENDATION:
The County Executive recommends the Board authorize advertisement of a public hearing on June 3, 2014, commencing at 3:30 p.m., to consider disposition of the Laurel Hill Adaptive Reuse Area and approval of the Comprehensive Agreement.

TIMING:
Board action is requested on May 13, 2014, to provide sufficient time to advertise the proposed public hearing to be held on June 3, 2014, at 3:30 p.m. A public hearing for the Rezoning application for the Laurel Hill Adaptive Reuse Area, RZ/FDP 2012-MV-008, is also scheduled for June 3, 2014 at 3:30 p.m.

BACKGROUND:
On July 11, 2002, the County acquired approximately 2,323 acres of land located in Fairfax County, Virginia from the United States of America, acting by and through the Administrator of General Services. The property was a portion of the property formerly known as the Lorton Correctional Complex. The County property is now referred to as Laurel Hill. The development of Laurel Hill is governed by, *inter alia*, covenants requiring the County to adaptively reuse certain prison structures as part of any County development of the Laurel Hill Adaptive Reuse Area.

The former prison property has a long community planning history, beginning with the Board's establishment of citizen advisory committees in 1995 and 1999 to provide

recommendations for the reuse of the area, prior to the closing of the prison. A similar committee was established by the Board in 2002, and their recommendations were accepted by the Board in 2004. The Board then appointed a Project Advisory Committee ("PAC") in 2005 to provide continued community oversight, monitor the planning of the Laurel Hill Adaptive Reuse Area, and to report to the Board its findings and recommendations. In 2007, the County recognized the need to partner with an expert in historic preservation and adaptive reuse to develop a plan for this unique site. Pursuant to a solicitation under the provisions of the PPEA, the Department of Purchasing and Supply Management ("DPSM") sought qualified developers to prepare a master plan ("Master Plan") for the Laurel Hill Adaptive Reuse Area and ultimately to develop the site. Alexander, a Madison Wisconsin developer with extensive experience in historic preservation and adaptive reuse, was selected by DPSM as the preferred developer. In accordance with an initial contract under the PPEA, Alexander assisted with the development of the Master Plan. Alexander and County staff, under the guidance of the PAC, worked with the community and other stakeholders for over two years to develop a plan for the site. The Laurel Hill Adaptive Reuse Area Master Plan, with PAC and community stakeholder endorsement, was adopted by the Board on May 11, 2010.

The Board entered into an Interim Agreement with Alexander on November 4, 2011, in accordance with the PPEA ("Interim Agreement"). Under the Interim Agreement Alexander, in collaboration with the County and a residential housing developer, Elm Street Communities, Inc. ("Elm Street") has pursued engineering, architectural and zoning activities in order to obtain land use entitlements for the Laurel Hill Adaptive Reuse Area. In addition, as contemplated by the Interim Agreement, Alexander and Elm Street have undertaken financial analysis and feasibility studies to determine how the site can be developed consistent with the Master Plan. Finally, as specifically contemplated by the Interim Agreement, staff for the County and Alexander have negotiated a proposed Comprehensive Agreement for the development of the Laurel Hill Adaptive Reuse Area.

In 2012, the Board approved a Comprehensive Plan amendment that reflected the recommendations of the Master Plan.

<u>Summary of the Comprehensive Agreement</u>:

The Comprehensive Agreement will include: (i) the Master Development Agreement, which will govern the development and construction of the Laurel Hill Adaptive Reuse Area

including construction of new townhome and single-family detached homes as well as construction of new retail facilities ("New Construction"); (ii) a form of Ground Lease for the Laurel Hill Adaptive Reuse Area, between an affiliate owned and managed by Alexander, as tenant, and the County, as landlord; (iii) a form of deed conveying to Elm Street (or its affiliate) the property on which the New Construction will be located (the portion of

Adaptive Reuse Area on which the New Construction is anticipated is referred to herein as the "New Construction Area"); and (iv) a construction easement for the New Construction to permit Elm Street to begin construction of the infrastructure improvements prior to the conveyance of the property by deed.

Each of the agreements that comprise the Comprehensive Agreement addresses various legal components of the development, ownership and use of Laurel Hill, and is summarized herein:

The Master Development Agreement:

The Master Development Agreement will govern the phasing, development and construction of the Laurel Hill Adaptive Reuse Area including the New Construction and describes the responsibilities of Alexander, Elm Street and the County. The developer of the property will be a combination of a special purpose entity owned and controlled by Alexander ("Alexander Developer") and a special purpose entity owned and controlled by Elm Street ("Elm Street Developer"). Alexander Developer and Elm Street Developer are collectively referred to as the "Developer." The development and construction of the Laurel Hill Adaptive Reuse Area including the Laurel Hill New Construction is collectively referred to as the "Project." Generally, Elm Street Developer will be responsible for the development and construction of the infrastructure improvements on the entire Project and for the development and construction of all of the New Construction, and Alexander Developer will be responsible for the development and construction of the adaptive reuse buildings in Laurel Hill Adaptive Reuse Area and all aspects related to the adaptive reuse nature of the Project. The important provisions of the Master Development Agreement are summarized as follows:

- Phasing.

The development of the Project is broken into two phases. The first phase of the Project ("Phase I") consists of (i) construction of the infrastructure improvements necessary for the rehabilitation and refurbishment of the reformatory buildings, Chapel

and Power Plant, (ii) construction of certain infrastructure improvements in the New Construction Area, (iii) rehabilitation and refurbishment of the reformatory buildings into multi-family residential buildings for both market rate and affordable dwelling units in the Laurel Hill Adaptive Reuse Area, (iv) rehabilitation and refurbishment of the Chapel to a "warm-lit" shell for an interim use such as storage facilities during construction of the Project , (v) rehabilitation and refurbishment of the Power Plant to a "warm-lit" shell for an interim use such as storage facilities during construction of the Project, and (vi) development and construction of approximately 107 for-sale market rate residential units in the New Construction Area. Phase I is scheduled to

commence in October 2014, but may be delayed for up to an additional one year. The adaptive reuse in the Laurel Hill Adaptive Reuse Area in Phase I is scheduled to be completed by the spring of 2016. The infrastructure improvements for the Laurel Hill New Construction Area in Phase I are scheduled to be completed in the spring of 2016. The completion of the for-sale market rate residential units will be determined generally as market conditions dictate, with an outside scheduled delivery date on the last of such units to be in October 2020.

The second phase of the Project ("Phase II") consists of (i) construction of the infrastructure improvements necessary for the rehabilitation and refurbishment of the penitentiary buildings and dining hall in the Laurel Hill Adaptive Reuse Area, (ii) construction of certain infrastructure improvements in the New Construction Area, (iii) rehabilitation and refurbishment of the penitentiary buildings in the Laurel Hill Adaptive Reuse Area to a "warm-lit" shell for an interim use such as storage facilities during construction of the Project, (iv) rehabilitation and refurbishment of the walls and towers in the Laurel Hill Adaptive Reuse Area, (v) rehabilitation and refurbishment of the guard quarters in the New Construction Area, (vi) development and construction of approximately 74 for-sale market rate residential units in the New Construction Area, and (vii) development and construction of for-rent commercial buildings in the New Construction Area. Phase II is scheduled to commence in October 2016. The portions of Phase II which involve adaptive reuse in the Laurel Hill Adaptive Reuse Area are scheduled to be completed by October, 2022. The completion of the for-sale market rate residential units will be determined generally as market conditions dictate, with an outside scheduled delivery date on the last of such units to be in October 2022. The for-rent commercial buildings completion date will be determined based on successful leasing of the space.

For any of the Laurel Hill Adaptive Reuse Area buildings to be rehabilitated to a "warm-lit" shell for interim use, upon the leasing (or sale, as identified in the "Ownership and Conveyance" section below) of such buildings for commercial uses,

the buildings will be adapted from the “warm-lit” shell to the intended use for each building. As market conditions will govern the leasing of those buildings, their final conversion is not contemplated by the Project schedule. See “Ownership and Conveyance” below for more details.

- Requirements to Close on each Phase of the Project.

The Project schedule sets forth the Closing for each Phase I and Phase II (each, a “Phase”). Phase I is scheduled to Close in October, 2014. Phase II is scheduled to Close in October, 2016. Closing may be delayed up to one year (excluding incidences of “force majeure”) in the event that the requirements for Closing have not yet occurred.

The Closing on each Phase of the Project shall occur after Developer has obtained (i) all required land use and zoning approvals from the County, (ii) all required approvals from the Virginia Department of Historic Resource (“VDHR”) and the National Park Service (“NPS”) to obtain the historic tax credit awards for each Phase necessary for Developer’s financing of the Project, (iii) approval from the Architectural Review Board for each Phase that is consistent with the approvals of VDHR and NPS to the extent necessary to obtain the historic tax credit awards, (iv) other equity or debt financing necessary to achieve substantial completion of each Phase of the Project, and (v) County approval of its portion of the financing of each Phase of the Project.

In the event that any approval from the ARB would result in either a material increase in costs to the Project or a change to the award of historic tax credits for either Phase of the Project, Developer may request additional financing from the County and the County and Developer will have to agree on modifications to the budget for the Project before Closing occurs.

Developer’s financing plan may also include low-income housing tax credits (“LIHTCs”). In the event LIHTCs are included, the fiscal impact to the County will change as described in <u>Fiscal Impact of Master Development Agreement</u> below.

As part of Developer’s financing, Developer shall obtain payment and performance bonds for the completion of each of the adaptive reuse buildings and structures being rehabilitated and refurbished in each Phase of the Project. Additionally, Developer shall be required to provide bonds for completion of the infrastructure improvements for each Phase prior to entering into a Closing on such Phase.

- Ownership and Conveyance.

Ownership of the Project is generally separated into 4 different types of ownership. The reformatory buildings will be conveyed to Alexander, or an affiliate of Alexander, by long term ground lease with the County remaining as the fee owner (as further described in Ground Lease section below). All of the for-sale market residential units will be conveyed to Elm Street, or an affiliate of Elm Street, by deed (as further described in Deed section below). The penitentiary buildings, Chapel and Power Plant and for-rent commercial buildings will all initially be conveyed by long-term ground lease with the County remaining as the fee owner, provided however, that in certain circumstances (described below), one or more of the foregoing buildings could be conveyed by deed to Developer or an affiliate of Developer. Lastly, the guard quarters will be conveyed as a ground lease to Developer or an affiliate of Developer and upon completion of the infrastructure improvements and the adaptive reuse rehabilitation and reformation, Developer will have a right to have the property conveyed to it in fee.

The final intended use of the guard quarters is as a condominium building with multiple residential units which will be for-sale at market rates. In order to ensure that the adaptive reuse of the guard quarters complies with the requirements of VDHR and NPS for historic tax credits, the County will hold a ground lease until completion.

With respect to all other buildings which are a part of the Laurel Hill Adaptive Reuse Area (other than the reformatory buildings), depending on market conditions, Developer may request, in order to make any such building more marketable, that the County convey such building to Developer in fee, to be further conveyed in fee to the end user of such building. Except with respect to the penitentiary buildings and the Power Plant, the County may or may not consent to such conveyance by deed, in its sole discretion.

For the penitentiary buildings and the Power Plant, Developer agrees in the Master Development Agreement to undertake certain minimum marketing obligations for those buildings in order to lease them at market rental terms for commercial uses. If Developer undertakes such marketing efforts and is unable to successfully find a tenant willing to lease the penitentiary buildings or the Power Plant within thirty (30) months (or in certain instances described in the Master Development Agreement, within forty-two (42) months), Developer may elect, at its own risk and expense, to undertake the design and permitting for such buildings as for-sale residential units.

Upon completion of permitting of such buildings for residential units, the County shall convey such buildings by deed to Developer.

- Developer Covenants and Completion Guarantees.

The Master Development Agreement provides two additional mechanisms that were negotiated to make Developer accountable for completion of any Phase for which a Closing has occurred. First, the Master Development Agreement provides that, as a general matter, the Developer shall invest its money in the infrastructure improvements on the Property on a dollar-for-dollar basis with the County. The purpose of this provision is to prevent Developer from spending County funds first without having any "skin in the game." In the event Developer is not investing its own funds at the times required in the Budget, the County has the right to withhold any funds the County is required to pay until such time as Developer has "caught up" to its dollar-for-dollar obligation.

Second, the County has required that each Alexander Developer and Elm Street Developer provide affiliated entities with sufficient resources to act as guarantors and enter into payment and performance guarantees for the work on any Phase for which a Closing has occurred. Each of their guarantors have to maintain certain financial covenants, which will be periodically reviewed by the County for compliance, to make sure that they have the financial resources to complete their respective portion of any Phase in the event that Alexander Developer or Elm Street Developer (as applicable) is unable or unwilling to complete.

- Defaults and Remedies.

If changes occur to the budget or other material factors change before a Closing of a Phase, the County and Developer can mutually agree to terminate the Master Development Agreement. If a termination occurs hereunder, the County shall pay to Developer up to $700,000 in expenses actually incurred in connection with obtaining the development approvals for the Project, as originally provided in the Interim Agreement.

If a default occurs by Developer before the Closing of a Phase and Developer does not cure such default within the applicable cure period, the County may terminate Developer's right to develop and construct such Phase (and any future Phases which have not yet closed), provided however, in the event a Closing has occurred on a

previous Phase and the default does not relate to that previous Phase, the County may not terminate the Master Development Agreement with respect to the Phase for which such Closing has occurred. If the County terminates as provided in this paragraph, Developer shall be responsible to reimburse the County any amount of the County's share of costs actually expended by Developer prior to such termination.

After Closing, if Developer defaults on a Phase and the default is not cured within the applicable cure period, the County shall have the right to terminate the Master Development Agreement with respect to such Phase where the default occurred (and any future Phases where a Closing has not yet occurred) and Developer shall forfeit any amounts expended by Developer in connection with such Phase.

Notwithstanding the preceding paragraph, if a default occurs by either Alexander Developer <u>or</u> Elm Street Developer (but not both), and the non-defaulting party of Developer elects to continue with the Project, the County may not terminate the Master Development Agreement if the non-defaulting party of Developer cures the defaulting party's default and elects to and is capable of completing the portion of the Phase for which the defaulting party was responsible. In this event, the County may terminate the defaulting party, provided however, the non-defaulting party of Developer will be given up to an additional 12 months to find a new partner to replace the defaulting party that is capable of completing such defaulting party's portion of the Phase of the Project. Additionally, any leasehold mortgagee under a ground lease will have certain cure rights (as those rights will be set forth in such ground lease).

In addition to termination of the Developer (or a defaulting party of Developer), the County may exercise any and all rights it has under the payment and performance bonds required to be obtained by Developer for the Project. The County has also required that Alexander Developer and Elm Street Developer each provide a parent or subsidiary (which has been approved by the County) to execute a payment and performance guaranty for the Project. Each of these foregoing remedies is cumulative and not exclusive.

- Fiscal Impact of Master Development Agreement.

The Board-approved Master Plan estimated the financial gap of the project to be between $9-$13 million. The County contribution stands at $12,765,000. The Developer has

delivered a budget ("Budget") for the development and construction of the Project. The Budget contains two scenarios: (i) Developer obtains 4% LIHTCs for the Project ("4% Scenario"); and (ii) Developer obtains 9% LIHTCs for the Project ("9% Scenario"). The current expectation of the Developer is that financing will be pursued under the 4% Scenario, under which the County's fixed price contribution for the County's share of infrastructure of the Project will be $12,765,000. The County's costs are spread over four years in the following amounts: $5,000,000 in 2015; $3,050,000 in FY 2016; $2,900,000 in FY 2017; and $1,815,000 in FY 2018. Based on the specific infrastructure improvement a number of funding sources have been identified, including Transportation, Wastewater, Stormwater and the General Fund. The County's $12,765,000 total infrastructure contribution is allocated as follows: various Transportation funds ($5,715,000), General Fund ($4,475,000), Wastewater ($1,375,000), and Stormwater ($1,200,000). The County is recommending the initial $5,000,000 be included as part of the FY 2014 Carryover package as follows: General Fund ($2,600,000), Transportation funds ($1,300,000), Wastewater funds ($700,000) and Stormwater funds ($400,000). The Developer does not currently intend to pursue the 9% Scenario because of the uncertainly associated with such tax credits and the fact that commencement of construction of Project would be delayed by about one year until October 2015 because the Developer would not learn if it will be successful in obtaining tax credits until June 2015. If, however, the Developer is unable to close on its financing until next year and it applies for and receives the 9% LIHTC, the County's fixed price share of infrastructure improvements would be reduced to a total of $11,908,000. The County consultant, Alvarez and Marsal Real Estate Advisory Services ("Consultant") has thoroughly reviewed the entire budget for the project and the County's cost for infrastructure improvements and determined that expenses are reasonable and appropriate. The Consultant also determined that the Developer's market assumptions, proposed expenses, and profits are also reasonable and appropriate. The County is currently responsible for ongoing maintenance and security at the site. Security is estimated at about $2.1 million over the next ten years. The County is also required,

pursuant to the 2001 Memorandum of Agreement between the County, the U.S. General Services Administration and other stakeholders to maintain the historic site and buildings. That maintenance cost is estimated by Alexander to be about $8.6 million over a ten year period. Failure to reach an agreement with the developer will require immediate County actions for building stabilization, repair, and maintenance and allows the developer to make a claim against the County of $700,000, pursuant to the Interim Agreement. The total cost to the County of this claim, along with ongoing site maintenance and security responsibilities, is estimated to be a total of $11.4 million over a ten year period.

The adaptive reuse project is an opportunity to activate County-owned property and make it income-producing with uses that are endorsed by the Comprehensive Plan and the community.

Ground Lease:

For the reformatory buildings, penitentiary buildings, Power Plant and Chapel (and for the guard quarters until conditions have been met to deed the Property to Developer (see "Master Development Agreement" section above)), the County will enter into separate ground leases for the different buildings (each being a "Ground Lease"). The penitentiary buildings, Power Plant and Chapel are anticipated to be conveyed to an affiliate of Developer by one or more Ground Leases, although they may be transferred to Developer in fee by a Deed if it is determined by the County that so doing will enhance the ability to market and develop those properties (see "Master Development Agreement" section above). The tenant ("Tenant") under each Ground Lease will likely be an entity comprised of an affiliate of Developer and a tax credit investor, although such entity has certain rights under the Ground Lease to assign its interest to an unaffiliated third party during the term.

The form of the Ground Lease for the reformatory buildings and all other buildings that are conveyed by ground lease to Tenant, will be for a term of ninety-nine (99) years. At the end of the term, the land and any improvements thereon will revert back to the County. The County will not charge rent for the Property, it being the intention of the County that the residential and retail improvements on the Property will be a benefit to the County as part of the Master Plan for the Property.

Tenant will be solely responsible for all operation, management, maintenance, repairs and replacements for the Property and all of the improvements thereon leased under a Ground Lease, including without limitation, the obligation to pay real property taxes and any personal property taxes associated therewith. Additionally, Tenant will be responsible for maintaining all insurance on the Property and for any repair,

replacement or restoration of any of the improvements on the Property in the event of a casualty. However, due to the historic nature of the buildings on the Property and the restrictive covenants on the Property regarding its historic nature, the ability to rebuild may be limited. If Tenant is unable to rebuild any improvements as a result of the restrictive covenants on the Property, the County, as landlord, may either elect to work with Tenant, at Tenant's cost (subject to insurance proceeds being available) to

try and remove the restrictive covenants so that some or all of the improvements can be rebuilt or to have the improvements that were subject to the casualty demolished and removed from the Property and return the Property to "green space". In the latter event, to the extent that insurance proceeds remain after the demolition and removal of the irreparable improvements and payments of any outstanding debt to any mortgagee, all remaining insurance proceeds will be paid to the County in consideration for the loss of its interest in the demolished leasehold improvements.

In connection with the zoning of the Property and the proffers associated therewith, Tenant will be responsible for maintaining at least 44 affordable dwelling units in the reformatory buildings during the term of the Ground Lease and Tenant covenants to comply with the Zoning Ordinance of Fairfax County related to the affordable dwelling units during the term.

If Tenant fails to comply with any provision of the Ground Lease, the County will send notice to Tenant (and its mortgagee) to cure any breaches of the Lease. The Lease provides cure periods for Tenant to cure any breach of the Lease and thereafter provides its mortgagee (and any tax investor) an opportunity to step in and cure such breach by Tenant or replace Tenant, if necessary, under the Lease. If no party elects to cure such breach, the County may, but is not obligated to, cure such breach at Tenant's cost and expense or terminate the Lease and exercise any other remedies the County deems necessary which are available at law or in equity.

Deed:

For any portion of the Property that is being conveyed to Developer in fee (see the "Ownership and Conveyance" section above of the Master Development Agreement description), the Master Development Agreement contains as an exhibit a form of deed ("Deed"). The Deed from the County is without warranty of any kind. The Deed conveying the Property to be conveyed under the Master Development Agreement subjects the new owner (i.e. Developer) to comply with all existing restrictions on the Property, including without limitation all of the restrictions related to the historic nature of the Property.

Additionally, in order to ensure that the County is getting the benefit of what it bargained for in the Master Development Agreement, the Deed contains a "right of reversion", which in this instance, means that if Developer does not commence or

complete the infrastructure improvements within certain time periods set forth in the Master Development Agreement, the portion of the Property that Developer received by Deed for which the infrastructure improvements were not completed will go back to the County as the fee owner. If Developer does complete the infrastructure improvements, the right of reversion goes away and the Deed (and the portion of the Property related to the Deed) will remain the property of Developer.

Easement:

The Temporary Construction and Access Easement Agreement ("Easement") is to provide Developer access to a portion of Phase I of the Project at Closing of the Phase, but prior to delivery of a Deed for the New Construction Area portion of Phase I. The purpose of the Easement is to allow Developer to commence construction of certain infrastructure improvements in the New Construction Area of Phase I. Upon completion of such infrastructure improvements, the Phase I portion of the New Construction Area will be conveyed by Deed to Developer in accordance with the Master Development Agreement. Under the Easement, Developer will be required to maintain the same insurance required for construction as it will under the Master Development Agreement for the Property covered by the Easement during construction and to indemnify the County for claims of any costs, expenses, damages, losses or liens against the County or the Project under the same terms and conditions as set forth in the Master Development Agreement.

FISCAL IMPACT TO AUTHORIZE THE ADVERTISEMENT OF THE PUBLIC HEARING:
There is no fiscal impact to authorize the advertisement of the public hearing on June 3, 2014. The proposed County contribution and budget for the project is described above.

ENCLOSED DOCUMENTS:
Attachment I: Advertisement
Attachment II: Comprehensive Agreement – Hardcopy distributed to Board members under separate cover and available online at:
http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea

STAFF:
Robert A. Stalzer, Deputy County Executive
Joe LaHait, Debt Coordinator, Department of Management and Budget
Fred Selden, Director, Department of Planning and Zoning
Chris Caperton, Laurel Hill Project Coordinator, Department of Planning and Zoning
Cathy Muse, Director of Purchasing and Supply Management
Alan Weiss, Assistant County Attorney

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia will hold a public hearing on June 3, 2014, at 3:30 p.m. during its regular meeting in the Board Auditorium in the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia , regarding (i) the Disposition of Board-Owned Property identified as Tax Map Number 107-1-((1))-0009 ("Property") to affiliates of The Alexander Company, Inc. and Elm Street Communities, Inc. in accordance with Va. Code Ann § 15.2-1800, and (ii) a proposed Comprehensive Agreement with The Alexander Company, Inc. for the development of the Property, pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, as amended Va. Code Ann §§ 56-575.1-575.16 ("PPEA"). The Comprehensive Agreement provides for the phasing, development and construction on Laurel Hill Adaptive Reuse Area, including both rehabilitation and refurbishment of existing former prison buildings and new construction of townhomes, single-family detached homes and new retail facilities.

In accordance with the requirements of with Va. Code Ann § 15.2-1800 and the PPEA Guidelines of the County adopted pursuant to Va. Code Ann §§ 56-575.1-575.16, a copy of the proposed Comprehensive Agreement and a summary of the transactions contemplated by the proposed Comprehensive Agreement are available for review in the Office of the Clerk to the Board of Supervisors in the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia 22046. In addition, a copy of the of the Comprehensive Agreement and a summary of the transaction contemplated by the Comprehensive Agreement have been posted on the website the Department of Purchasing and Supply Management and may be viewed at http://www.fairfaxcounty.gov/dpsm/solic2.htm#ppea. All persons wishing to speak on this subject may call the Office of the Clerk to the Board, 703/324/3151, to be placed on the Speaker's List, or may appear and be heard.

For additional information or questions about the Public Hearing, please contact Chris Caperton, Laurel Hill Project Coordinator, at 703-324-1375.

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Sydenstricker Road Walkway from Briarcliff Drive to Galgate Drive (Springfield District)

ISSUE:
Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project ST-000021-021 (4YP201-PB021) – Sydenstricker Road Walkway from Briarcliff Drive to Galgate Drive, in Fund 300-C30050, Transportation Improvements.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for June 17, 2014, at 4:00 p.m.

TIMING:
Board action is requested on May 13, 2014, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:
The County is planning to complete pedestrian improvements along the north side of Sydenstricker Road from Briarcliff Drive to Galgate Drive. These improvements consist of the construction of approximately 1,350 linear feet of six-foot-wide asphalt trail, tie-ins to existing sidewalk, curb ramps, drainage improvements, and driveway entrances with related grading.

These improvements require land rights on 5 parcels, 2 of which have been acquired by the Land Acquisition Division (LAD). The remaining parcels require dedication, sidewalk easements, storm drainage easements, and grading agreement and temporary construction easements to accommodate the appropriate work area to construct the sidewalk.

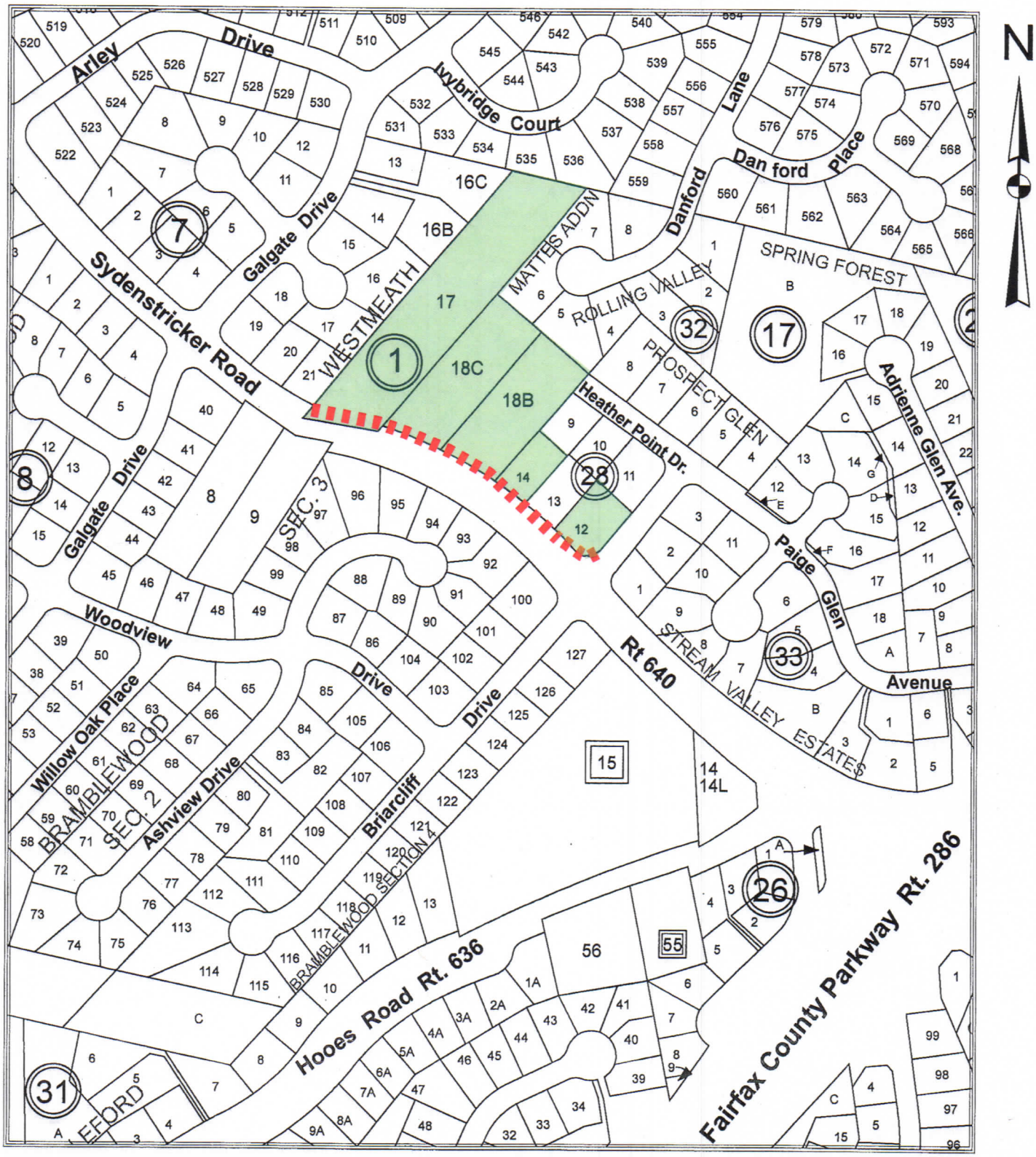
Negotiations are in progress with the remaining owners; however, resolution of these acquisitions is not imminent. In order to commence construction of this project, it may be necessary for the Board to utilize eminent domain powers.

Pursuant to Va. Code Ann. § 15.2-1903 (as amended), a public hearing is required before property interests can be acquired by eminent domain.

FISCAL IMPACT:
Funding is available in Project ST-000021-021 (4YP201-PB021) – Sydenstricker Road Walkway from Briarcliff Drive to Galgate Drive, in Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

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



SYDENSTRICKER ROAD WALKWAY

Tax Map: 89-3 **Project ST-000021-021 (4YP201 - PB021)** **Scale: Not to Scale**

Springfield District

Affected Properties: **Proposed Improvements:**

ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
ST-000021-021 (4YP201-PB021) – Sydenstricker Road Walkway from
Briarcliff Drive to Galgate Drive
(Springfield District)

	PROPERTY OWNER(S)	ADDRESS	TAX MAP NUMBER
1.	John Kenneth Fols	7213 Sydenstricker Road Springfield, VA 22152	089-3-01-0017
2.	Janice T. McCallum	7217 Sydenstricker Road Springfield, VA 22152	089-3-01-0018-B
3.	John L. DeMaria Debra A. DeMaria	7215 Sydenstricker Road Springfield, VA 22152	089-3-01-0018-C
4.	Dimitrios Panagopoulos Georgia Panagopoulos	7198 Briarcliff Drive Springfield, VA 22152	089-3-28-0012 (interests already acquired)
5.	Bryant E. Welch, Trustee Ruth Ann Welch, Trustee	7194 Briarcliff Drive Springfield, VA 22152	089-3-28-0014 (interests already acquired)

Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Potomac Residential Permit Parking District, District 36 (Mount Vernon 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 West Potomac Residential Permit Parking District (RPPD), District 36.

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

TIMING:
The Board should take action on May 13, 2014, to advertise a public hearing for June 3, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition 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 face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per 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.

Here, staff has verified that Oak Drive from Fleming Street to Beacon Hill Road is within 1,000 feet of the property boundary of West Potomac High School, and 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

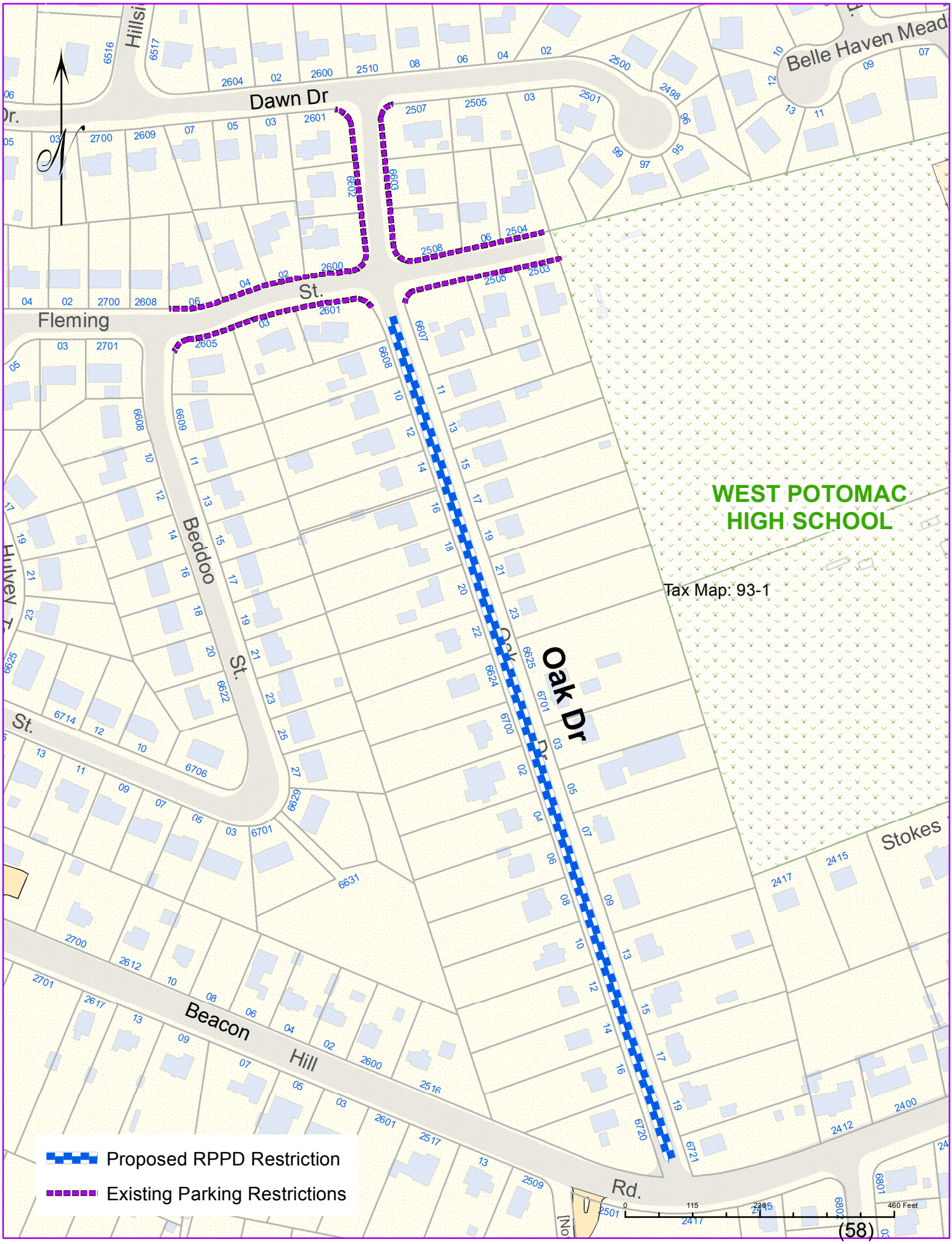
Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-36, Section (b), (2), West Potomac Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Oak Drive (Route 1410):
From Fleming Street to Beacon Hill Road

Attachment II



Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Langley Oaks Temporary Residential Permit Parking District, District T2 (Dranesville 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 establish Langley Oaks Temporary Residential Permit Parking District (RPPD), District T2.

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

TIMING:
The Board should take action on May 13, 2014, to advertise a public hearing for June 3, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(e) of *The Code of the County of Fairfax*, *Virginia*, authorizes the Board to establish a temporary RPPD when a residential community is experiencing and/or expects to experience significant parking problems, due to a short-term situation such as a construction project. Short-term situations shall, at a minimum, be of at least six months duration. Any request for a temporary RPPD shall be in writing from all affected homeowners associations that represent the affected residential area or, in cases where there are no homeowners associations representing an area, a written request signed by residents of at least ten residences in the proposed area or 60% of the affected residents, whichever is less.

The president of Langley Oaks Homeowners Association submitted a written request to the Dranesville Supervisor's office on February 12, 2014, on behalf of its members to establish a temporary RPPD. A three to four year construction project is scheduled to begin at Langley High School in summer 2014. A large portion of the school student parking lot is expected be used as a staging area for the construction and residents are expecting spillover student parking in the neighborhood. The temporary RPPD request includes the following streets: Anna Maria Court, Bellamine Court, Briar Hill Court,

Deidre Terrace, Heather Brook Court, Heidi Court, Jill Court, Monique Court, Ridge Drive from Ursline Court north to Briar Hill Court, Sparrow Point Court, and Ursline Court.

If the Board approves the establishment of the temporary RPPD, staff and the president of the Langley Oaks Homeowners Association have agreed that the restriction will be phased in as needed. Specifically, upon approval of the RPPD, sign installation will be limited to Briar Hill Court, Sparrow Point Court, Ursline Court, and Ridge Drive from Ursline Court north to Anna Maria Court and Ridge Drive from Briar Hill Court north to Bellamine Court. Upon completion of the construction project, staff will notify the residents by mail of the termination of the temporary RPPD and the signage will be removed. Further, based on an agreement between the Office of the County Attorney and the Department of Transportation and with experience from a previous temporary RPPD, the temporary RPPD will not appear in Appendix G of the County Code which allows expedited removal at the end of construction.

Here, staff has verified that all requirements for the establishment of a temporary RPPD have been met.

FISCAL IMPACT:
The cost of sign installation and subsequent removal is estimated at $3,500 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 the Temporary RPPD

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

Appendix G

G-T2 Langley Oaks Temporary Residential Permit Parking District.

(a) *Purpose and Intent*. The Langley Oaks Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during the Langley High School renovation.

(b) *District Designation*.

(1) The Langley Oaks Temporary Residential Permit Parking District is designated as Residential Permit Parking District T2, for the purposes of signing and vehicle decal identification.

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

Anna Maria Court (Route 6097)*:*
From Ridge Drive to cul-de-sac inclusive

Bellamine Court (Route 6095)*:*
From Ridge Drive to cul-de-sac inclusive

Briar Hill Court (Route 6089)*:*
From Ridge Drive to cul-de-sac inclusive

Deidre Terrace (Route 7127)*:*
From Ridge Drive to cul-de-sac inclusive

Heather Brook Court (Route 1049)*:*
From Ridge Drive to cul-de-sac inclusive

Heidi Court (Route 7130)*:*
From Heather Brook Court to cul-de-sac inclusive

Jill Court (Route 7128)*:*
From Deidre Terrace to cul-de-sac inclusive

Monique Court (Route 7129)*:*
From Ridge Drive to cul-de-sac inclusive

Ridge Drive (Route 6090)*:*
From Ursline Court north to Briar Hill Court

Sparrow Point Court (Route 6088)*:*
From Ridge Drive to cul-de-sac inclusive

Ursline Court (Route 6096)*:*
From Ridge Drive to cul-de-sac inclusive

(c) *District Provisions*.

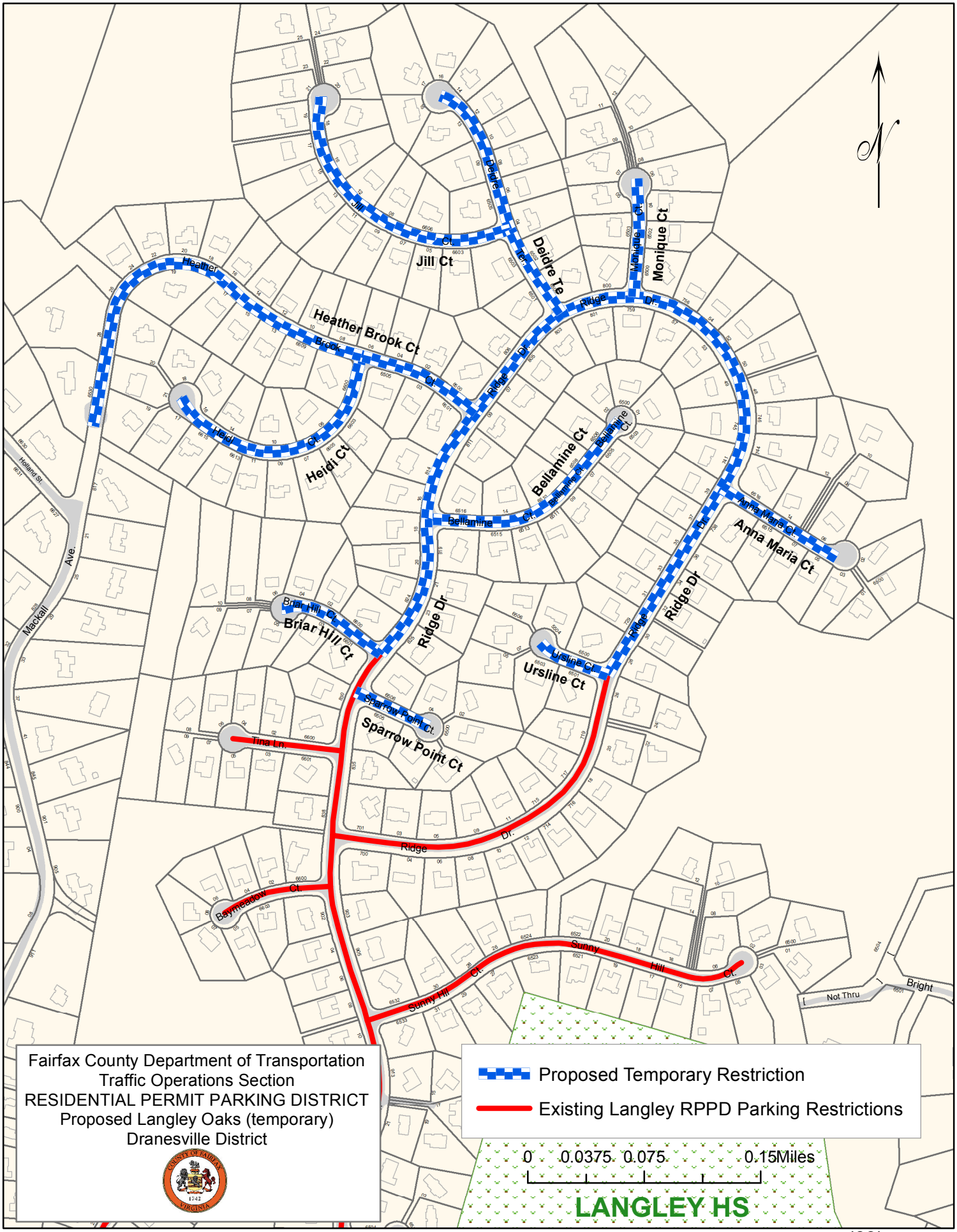
(1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.

(2) Within the Langley Oaks Temporary Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., School Days, except as permitted by the provisions of Article 5A of Chapter 82.

(3) All permits and visitor passes for the Langley Oaks Temporary Residential Permit Parking District shall expire on June 30, 2015. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING
8:00 a.m. - 3:30 p.m.
School Days
Except by Permit
District T2


Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT
Proposed Langley Oaks (temporary)
Dranesville District
Proposed Temporary Restriction
Existing Langley RPPD Parking Restrictions
0 0.0375 0.075 0.15Miles
LANGLEY HS
Jill Ct
Heather Brook Ct
Heidi Ct
Deidre Ter
Monique Ct
Ridge Dr
Bellamine Ct
Anna Maria Ct
Ursline Ct
Briar Hill Ct
Sparrow Point Ct
Tina Ln
Baymeadow Ct
Sunny Hill Ct
Not Thru
Bright
Mackall Ave.
Holland St.

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Brookfield Corporate Drive (Sully District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Brookfield Corporate Drive in the Sully District.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for June 3, 2014, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 from parking on Brookfield Corporate Drive from Sullyfield Circle to cul-de-sac inclusive from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).

TIMING:
The Board of Supervisors should take action on May 13, 2014, to provide sufficient time for advertisement of the public hearing on June 3, 2014, at 4:00 p.m.

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

The property owners of various parcels of land along Brookfield Corporate Drive contacted the Sully District office requesting a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the entire length of the roadway from 9:00 p.m. to 6:00 a.m. The property along Brookfield Corporate Drive is zoned commercial or industrial.

Staff has been to this location on several occasions and verified that long term parking of out-of-area large commercial vehicles, recreational vehicles and trailers is occurring.

FISCAL IMPACT:
The cost of sign installation is estimated at $4,100 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment II: Area Map of Proposed Parking Restriction

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

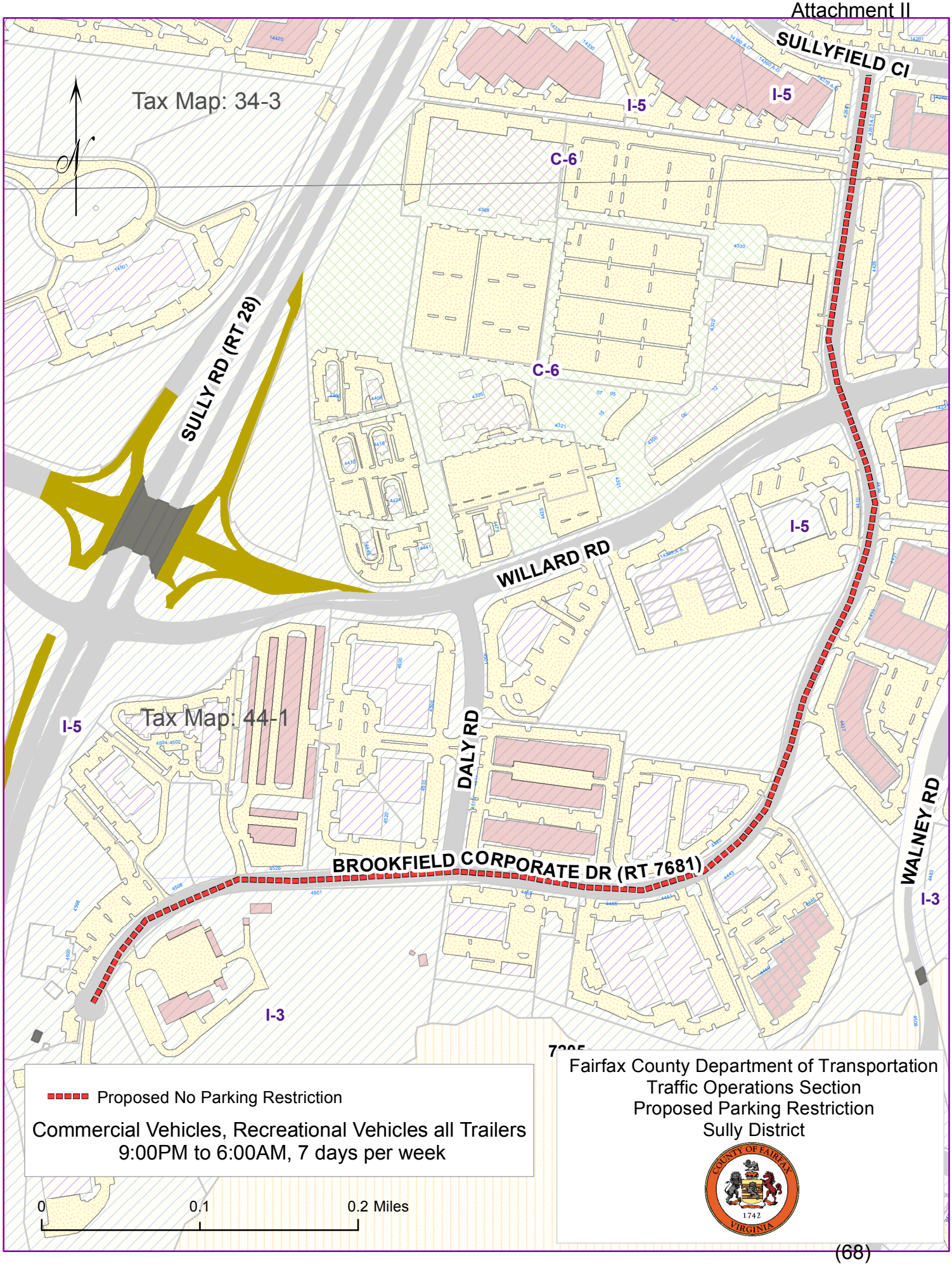
Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Brookfield Corporate Drive (Route 7681).
Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Brookfield Corporate Drive from Sullyfield Circle to cul-de-sac inclusive from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).


Tax Map: 34-3
N
SULLYFIELD CI
I-5
I-5
C-6
C-6
SULLY RD (RT 28)
WILLARD RD
I-5
I-5
Tax Map: 44-1
DALY RD
WALNEY RD
BROOKFIELD CORPORATE DR (RT 7681)
I-3
I-3
Proposed No Parking Restriction
Commercial Vehicles, Recreational Vehicles all Trailers
9:00PM to 6:00AM, 7 days per week
0
0.1
0.2 Miles
Fairfax County Department of Transportation
Traffic Operations Section
Proposed Parking Restriction
Sully District
COUNTY OF FAIRFAX
1742
VIRGINIA

Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Springfield Residential Permit Parking District, District 7 (Springfield 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 West Springfield Residential Permit Parking District (RPPD), District 7.

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

TIMING:
The Board should take action on May 13, 2014, to advertise a public hearing for June 3, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition 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 face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per 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.

Here, staff has verified that the south side of Louis Edmund Court from Tuttle Road to the eastern boundary of 6300 Louis Edmund Court is within 1,000 feet of the property boundary of West Springfield High School, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $300 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

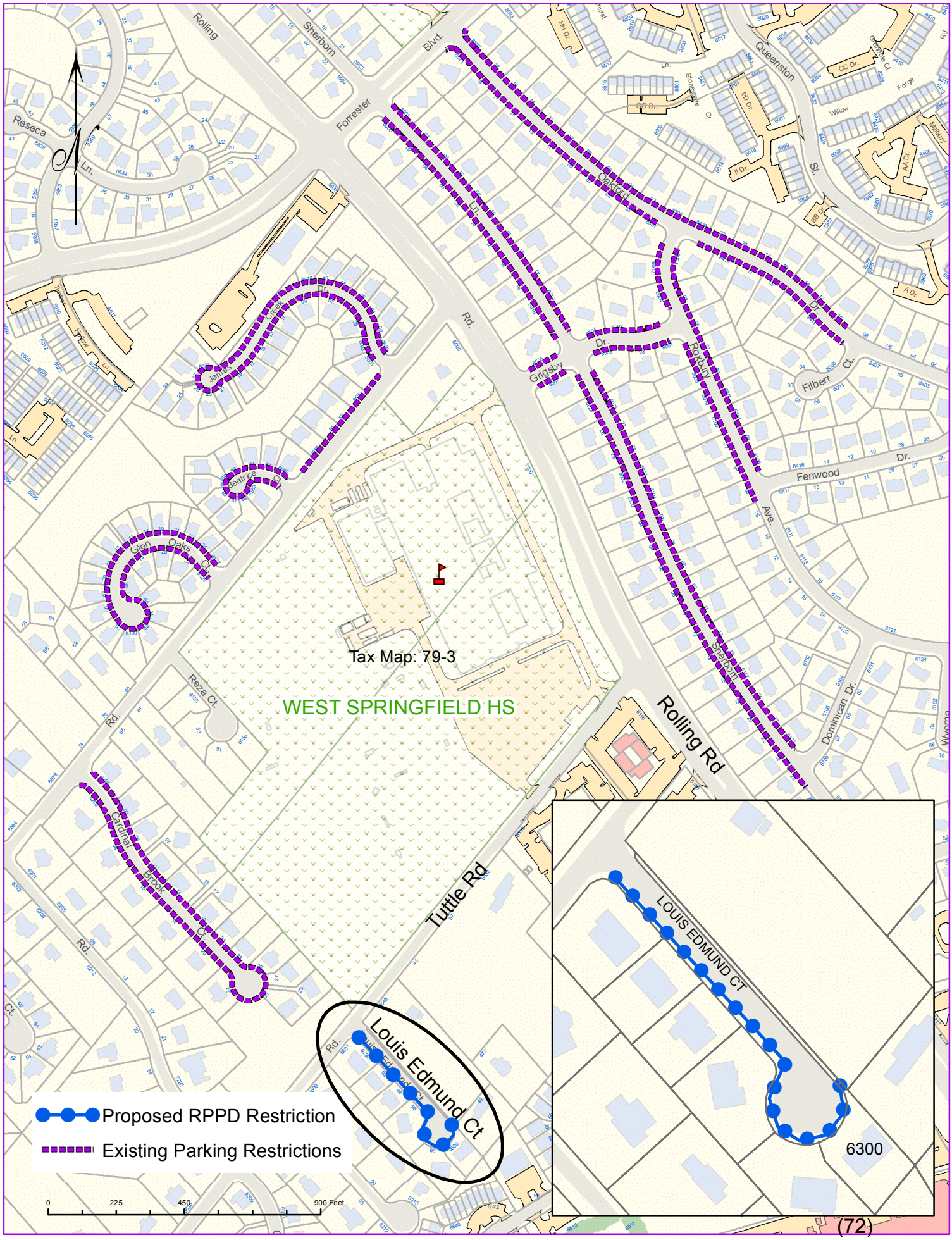
Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-7, Section (b), (2), West Springfield Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Louis Edmund Court, south side, (Route 8643):
From Tuttle Road to the eastern boundary of 6300 Louis Edmund Court

Attachment II



Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 7

Approval of Traffic Calming Measures and "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program (Mount Vernon, Mason and Springfield Districts)

ISSUE:
Board endorsement of Traffic Calming Measures and "$200 Additional Fine for Speeding" signs as part of the Residential Traffic Administration Program (RTAP).

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

- Two Speed Tables on Riverside Road (Mount Vernon District)

The County Executive further recommends that the Board approve a resolution (Attachment II) for the installation of "$200 Additional Fine for Speeding" signs on the following roads:

- Holmes Run Road from South Street to Sleepy Hollow Road (Mason District)
- South Street from Arlington Boulevard (Route 50) to Annandale Road (Mason District)
- Aspen Lane from Arlington Boulevard (Route 50) to Sleepy Hollow Road (Mason District)
- Clifton Road from Ox Road to Wolf Run Shoals Road (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measures as soon as possible. The County Executive also recommends that FCDOT request VDOT to schedule the installation of the approved signs as soon as possible.

TIMING:
Board action is requested on May 13, 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

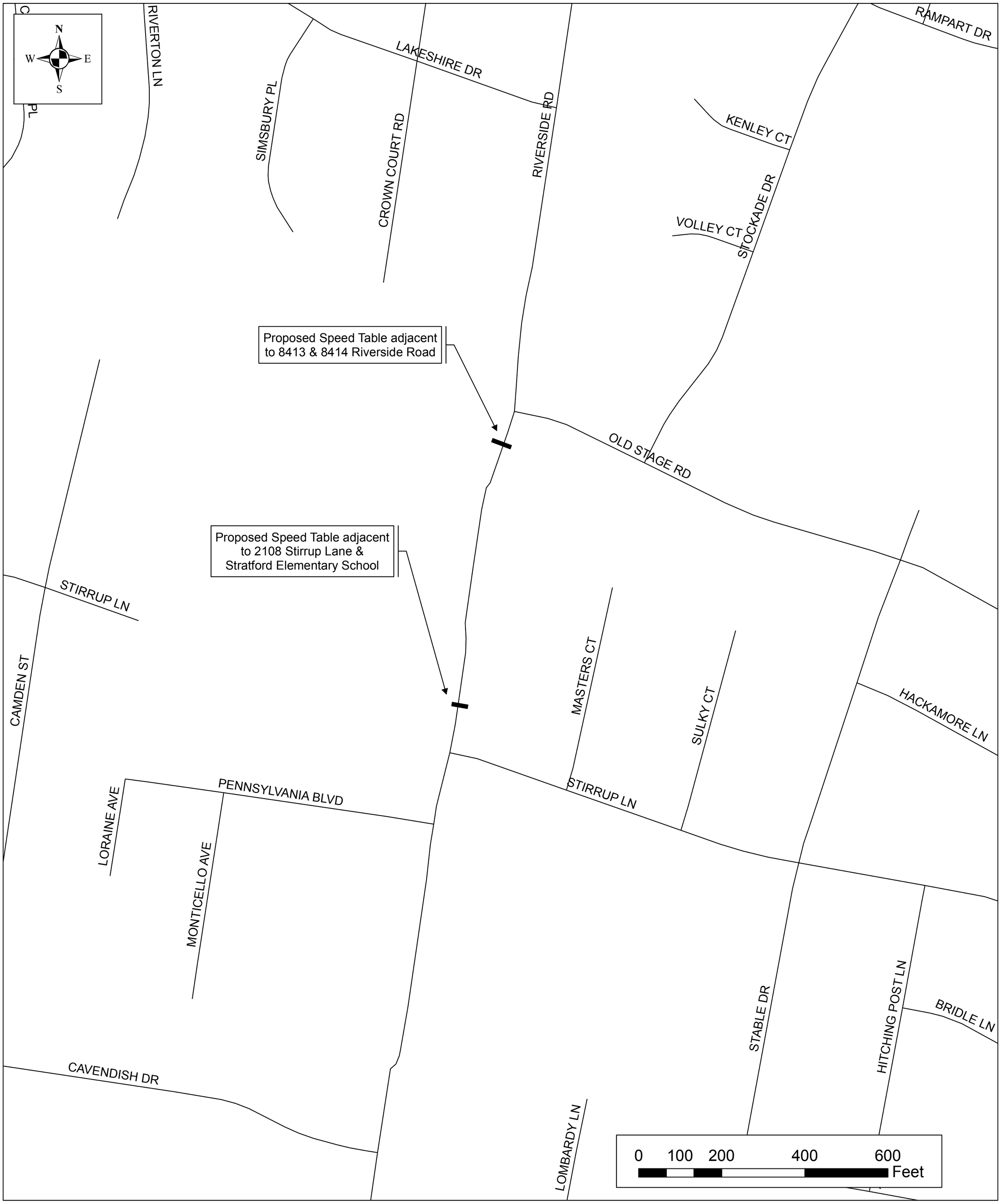
reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. 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 April 1, 2014, the Department of Transportation received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan.

Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Holmes Run Road, from South Street to Sleepy Hollow Road; South Street, from Arlington Boulevard to Annandale Road; and Aspen Lane from, Arlington Boulevard to Sleepy Hollow Road (Attachment III) meet the RTAP requirements for the posting of the "$200 Additional Fine for Speeding Signs". Also Clifton Road, from Ox Road to Wolf Run Sholes Road (Attachment IV) meets the RTAP requirements for the posting of the "$200 Additional Fine for Speeding Signs". On February 10, 2014 (Springfield District), and on November 15, 2013 (Mason District) FCDOT received written verification from the appropriate local supervisor's confirming community support.

FISCAL IMPACT:
Funding in the amount of $14,000 for the traffic calming measures associated with the Riverside Road project is available in Fund100-C10001, General Fund, under Job Number 40TTCP. For the "$200 Additional Fine for Speeding" signs an estimated cost of $1,650 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Riverside Road (Mount Vernon District)
Attachment II: $200 Additional Fine for Speeding Board Resolution
Attachment III: $200 Additional Fine for Speeding Board Map (Mason District)
Attachment IV: $200 Additional Fine for Speeding Board Map (Springfield District)

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



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED TRAFFIC CALMING PLAN
RIVERSIDE ROAD
Mount Vernon District

April, 2014

A Fairfax County, Va., publication

Tax Map: 102-3

Attachment II

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
HOLMES RUN ROAD, SOUTH STREET, ASPEN LANE AND CLIFTON ROAD
MASON AND SPRINGFIELD DISTRICTS

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, May 13, 2014, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Holmes Run Road from South Street to Sleepy Hollow Road, South Street from Arlington Boulevard to Annandale Road, Aspen Lane from Arlington Boulevard to Sleepy Hollow Road, and Clifton Road from Ox Road to Wolf Run Shoals Road. Such roads also being identified as Local and Arterial Roads; and

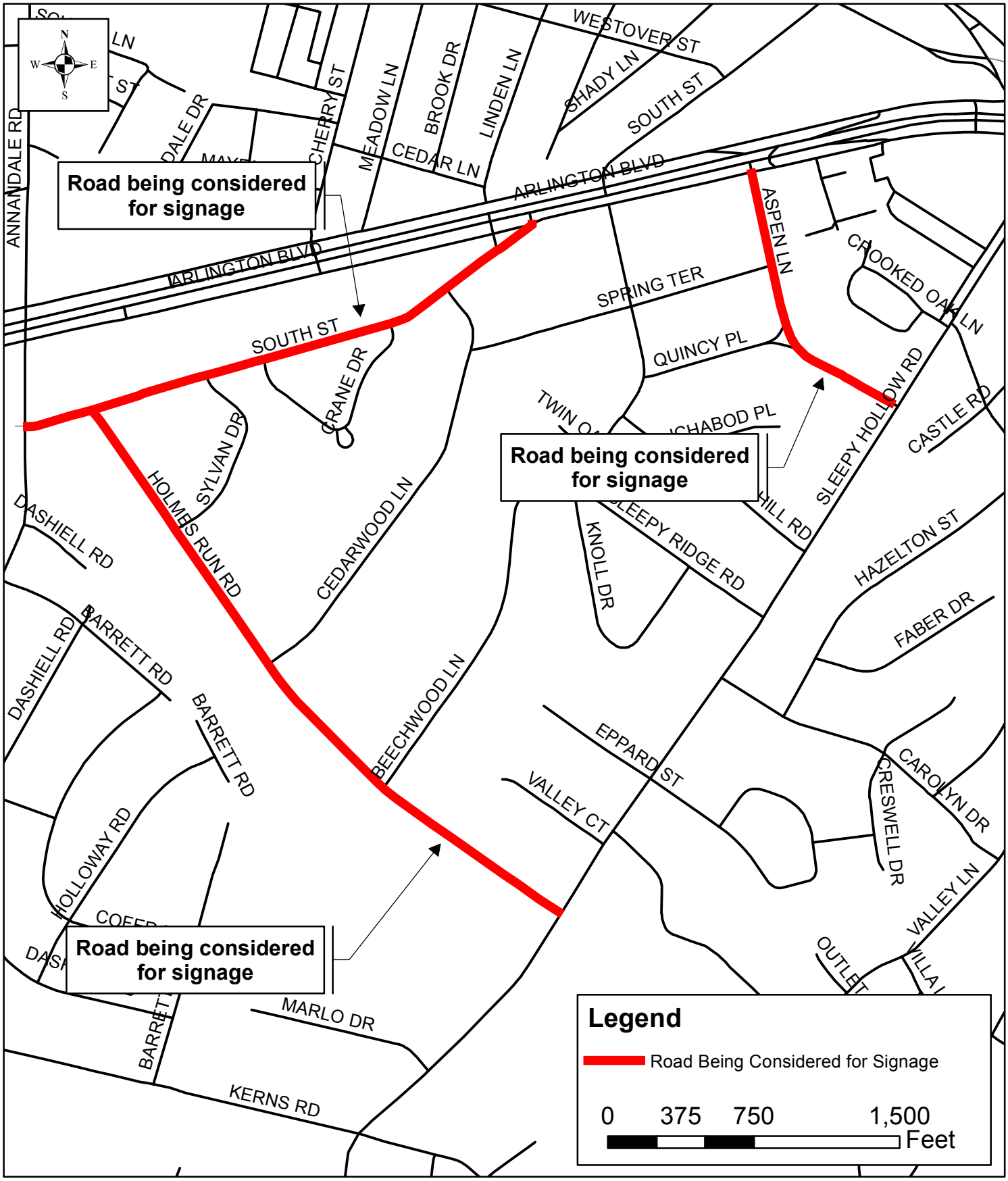
WHEREAS, community support has been verified for the installation of “$200 Additional Fine for Speeding" signs on. Holmes Run Road from South Street to Sleepy Hollow Road, South Street from Arlington Boulevard to Annandale Road, Aspen Lane from Arlington Boulevard to Sleepy Hollow Road, and Clifton Road from Ox Road to Wolf Run Shoals Road

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Holmes Run Road from South Street to Sleepy Hollow Road, South Street from Arlington Boulevard to Annandale Road, Aspen Lane from Arlington Boulevard to Sleepy Hollow Road, and Clifton Road from Ox Road to Wolf Run Shoals Road

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "$200 Additional Fine for Speeding", and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

A Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

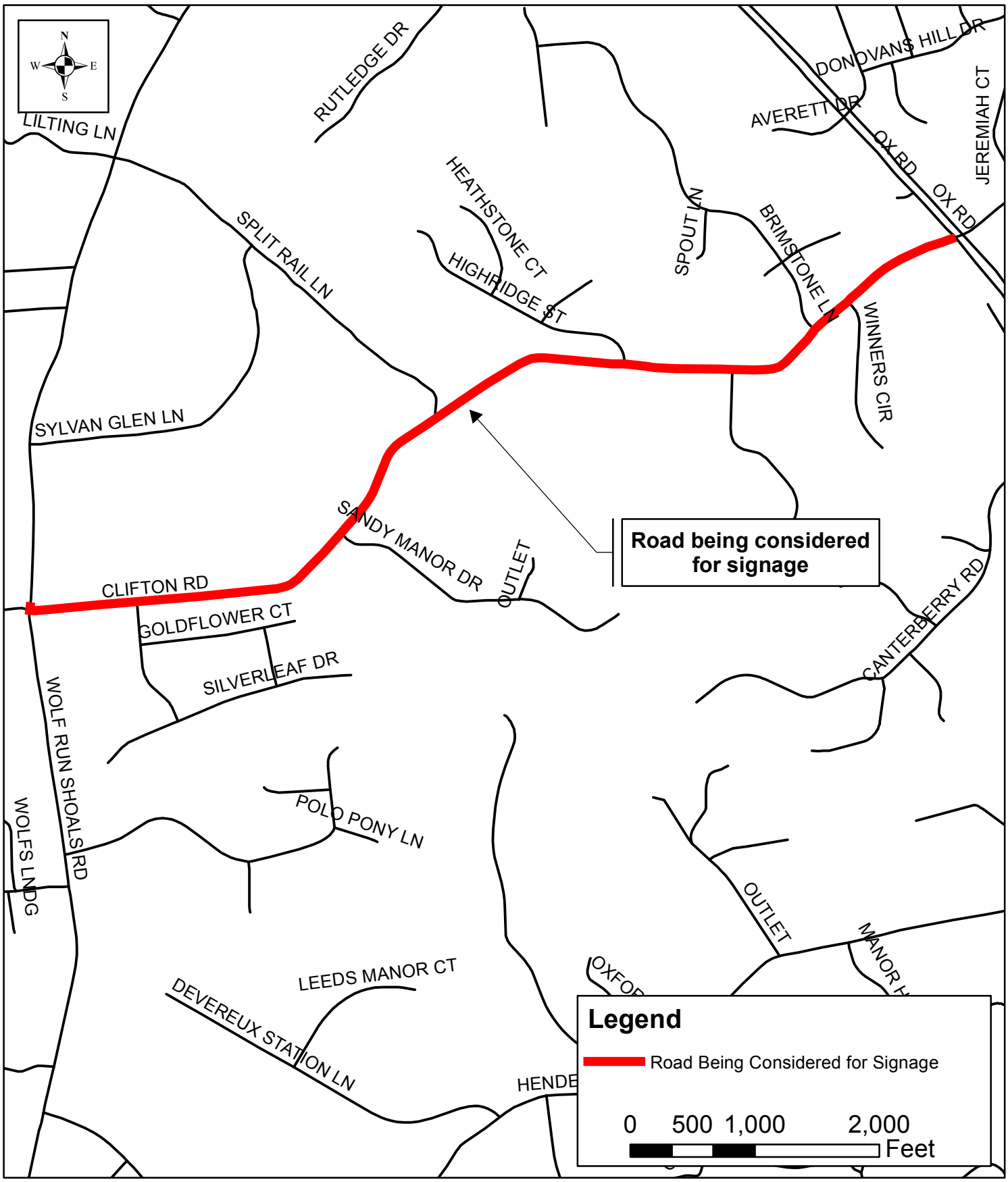


APRIL 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
HOLMES RUN ROAD, SOUTH STREET AND ASPEN LANE
Mason District

A Fairfax County, Va., Publication

Tax Map: 50-4, 51-3



APRIL 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
CLIFTON ROAD
Springfield District

A Fairfax County, Va., Publication

Tax Map: 86-4, 87-1, 87-3

Board Agenda Item
May 13, 2014

ADMINISTRATIVE – 8

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant in the amount of $130,990. Funding will support an Arrowhead CrimeCam Full Spectrum Imaging Lab System, Arrowhead CrimeCam Full Spectrum Mobile and Image Capture System, and the Coherent TracER Green Forensic Laser System. These devices are used in the Crime Scene Section to locate and document microscopic fingerprints and trace evidence. The grant period for this award is October 1, 2014 to September 30, 2015. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another Board Item will be submitted requesting appropriation of grant funds. Otherwise, staff will process the award per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorizes the FCPD to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant. If awarded, funding in the amount of $130,990 will be used to support devices that are used in the Crime Scene Section to locate and document microscopic fingerprints and trace evidence.

TIMING:
Due to an application deadline of April 1, 2014, the grant application was submitted pending Board approval. FCPD was made aware of the grant on or about March 21, 2014 and the research and writing of the grant was commenced. The administrative item submission was completed for the earliest subsequent Board meeting which is scheduled for May 13, 2014. If the Board does not approve this request, the application will be immediately withdrawn.

Board Agenda Item
May 13, 2014

BACKGROUND:
The U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant provides awards of federal funding to support units of local government to help improve the quality and timeliness of forensic science and medical examiner services. Among other things, funds may be used to eliminate a backlog in the analysis of forensic evidence by purchasing equipment to meet that goal. This grant will support the purchase of three forensic instruments that locate and document fingerprints and trace evidence such as hairs, fibers, and fluids that cannot be seen by the naked eye. The Arrowhead CrimeCam Full Spectrum Imaging Lab System, Arrowhead CrimeCam Full Spectrum Mobile and Image Capture System, and the Coherent TracER Green Forensic Laser System are the newest, most effective manner to collect microscopic evidence. All of this equipment will enhance the ability of FCPD to perform more efficient analysis and evidence collection while reducing the backlog of cases.

FISCAL IMPACT:
Grant funding in the amount of $130,990 has been requested from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grant. This grant will support an Arrowhead CrimeCam Full Spectrum Imaging Lab System, Arrowhead CrimeCam Full Spectrum Mobile and Image Capture System, and the Coherent TracER Green Forensic Laser System. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow the recovery of indirect costs. No Local Cash Match is required.

CREATION OF NEW POSITIONS:
No positions will be created by this grant award.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Abstract

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
Major Joseph R. Hill, Commander, Administrative Support Bureau

PROJECT ABSTRACT

The Fairfax County Police Department (FCPD) requests grant funding in the amount of $130,990 to purchase the Arrowhead CrimeCam Full Spectrum Imaging System, the Arrowhead CrimeCam Full Spectrum Mobile and Image Capture System, and the Coherent TracER Green Forensic Laser System.

The goal in utilizing funds requested within this grant proposal is to improve the efficiency and productivity of the Crime Scene Section of the FCPD in the field of collecting trace evidence both in the Department's forensic lab, as well as on the street. The intended result is to increase the efficiency of forensic collection by greatly increasing quality and usefulness of latent and trace evidence discovered during a multitude of forensic investigations. The addition of these sophisticated laser systems will quickly facilitate the realization of our goal through time savings and the increase in positive trace evidence collection results within criminal and forensic investigations. The current equipment used for this type of trace evidence collection is antiquated and is very time consuming, thus less effective than the units requested with the Paul Coverdell Grant funding.

Specifically, the acquisition of both the Arrowhead CrimeCam Full Spectrum Imaging Systems (lab version and portable version) and Coherent TracER Green Forensic Laser System will immediately enhance forensic investigations as these pieces of equipment have been shown to reveal intrinsically fluorescent fingermarks, as well as other previously unseen forensic trace evidence such as hairs, fibers and fluids. In other words, both the Arrowhead CrimeCam Full Spectrum Imaging Systems and Coherent TracER Green Forensic Laser System will produce results of greater evidentiary value prior to additional and standard forensic chemical applications, which often prove to be costly, time consuming and at times destructive to the items of evidence.

Assigned Departmental staff will implement the grant program, including processing acceptance of the grant award, coordinating procurement of items allowed under requirements of the grant, as well as complying with all Department of Justice reporting requirements.

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE – 9

Streets into the Secondary System (Dranesville, Providence and Sully Districts)

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

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

Subdivision	**District**	**Street**
The Property of Joan B. Robertson	Dranesville	Old Falls Road (Route 807) (Additional Right-of-Way (ROW) Only)
Oakcrest Farms Estates	Providence	Lynch Lane
		Hunter Mill Road (Route 674) (Additional ROW Only)
CCIP Property and Markey Business Center (Lee Road III)	Sully	Lee Road (Route 661) (Additional ROW Only)

TIMING:
Routine.

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

FISCAL IMPACT:
None.

Board Agenda Item
May 13, 2014

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.

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: 24691-SD-001

SUBDIVISION PLAT NAME: The Property of Joan B. Robertson

COUNTY MAGISTERIAL DISTRICT: Dranesville

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/15/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Old Falls Road (Route 807) (Additional Right-of-Way Only)	185' NW CL Old Stable Road (Route 5012)	200' NW to End of Dedication	0.0
		TOTALS:	0

NOTES:

5' Concrete Sidewalk on East Side (Outside ROW) to be maintained by Fairfax County

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: Nallin Ayehosh

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: 5950-SD-004

SUBDIVISION PLAT NAME: Oakcrest Farms Estates

COUNTY MAGISTERIAL DISTRICT: Providence

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 02/11/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lynch Lane	CL Remington Road (Route 8371) - 340' SE CL Greenwood Place (Route 8372)	408' SW to End of Cul-de-Sac	0.08
Hunter Mill Road (Route 674) (Additional Right-of-Way Only)	225' SE CL Marbury Road (Route 806)	227' SE to End of Dedication	0.0
		TOTALS:	0.08

NOTES:

Lynch Lane: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Hunter Mill Road: 8' Asphalt Trail on East Side to be maintained by Fairfax County.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

BY: Nadia Alphonsy

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: 6651-SP-03

SUBDIVISION PLAT NAME: CCIP Property and Markey Business Center (Lee Road III)

COUNTY MAGISTERIAL DISTRICT: Sully

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/15/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lee Road (Route 661) (Additional Right-of-Way Only)	446' NE CL Penrose Place (Route 911)	304' NE to End of Dedication	0.0
		TOTALS:	0

NOTES:

8' Asphalt Trail on West Side to be maintained by Fairfax County.

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 10

Additional Time to Commence Construction for Special Exception SE 2009-BR-020, T-Mobile Northeast & Commonwealth Swim Club (Braddock District)

ISSUE:
Board consideration of additional time to commence construction for SE 2009-BR-020, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twenty-four (24) months additional time for SE 2009-BR-020 to March 27, 2016.

TIMING:
Routine.

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

On September 27, 2011, the Board of Supervisors approved Special Exception SE 2009-BR-020, subject to development conditions. The application was filed in the name of James R. Michal for the purpose of permitting a telecommunications facility within the R-2 zoning district for the property located at 9800 Commonwealth Boulevard, Tax Map 69-3 ((5)) B (see Locator Map in Attachment 1). A telecommunication facility, a Category 1 Light Public Utility Use, is permitted pursuant to Section 3-204(1) of the Fairfax County Zoning Ordinance. SE 2009-BR-020 was approved with a condition that the use be established or construction commenced and diligently prosecuted within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SE 2009-BR-020 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On January 31, 2014, the Department of Planning and Zoning (DPZ) received a letter dated January 30, 2014, from James R. Michal, agent for the Applicant, requesting twenty-four (24) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

Mr. Michal states the U.S. Justice Department's regulatory review of the AT&T/T-Mobile national merger, subsequently retracted due to antitrust objections, and the integration of networks resulting from the completed national merger of T-Mobile/Metro PCS delayed the construction of many of T-Mobile's approved facilities, including this facility. In addition, Mr. Michal states T-Mobile's recent capital outlays have been designated toward upgrading existing networks to 4G LTE technology, further delaying the construction of new facilities. T-Mobile has indicated intent to construct this facility within two years and, to this end, has already commenced making rent payments to the Commonwealth Swim Club, Inc. The request for an additional twenty-four (24) months of additional time will allow for the completion of this construction.

Staff has reviewed Special Exception SE 2009-BR-020 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a telecommunication facility in the R-2 district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2009-BR-020 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2009-BR-020 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twenty-four (24) months additional time is in the public interest and recommends that it be approved.

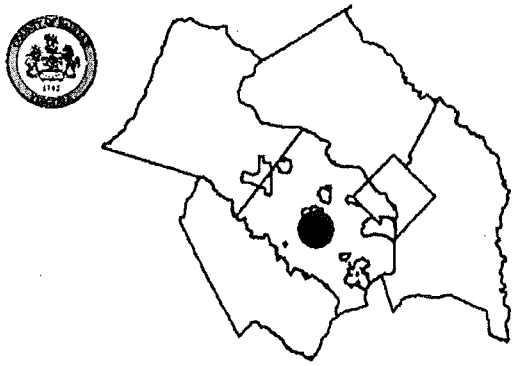
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated September 28, 2011, to James R. Michal
Attachment 3: Letter dated January 30, 2014, to Leslie B. Johnson

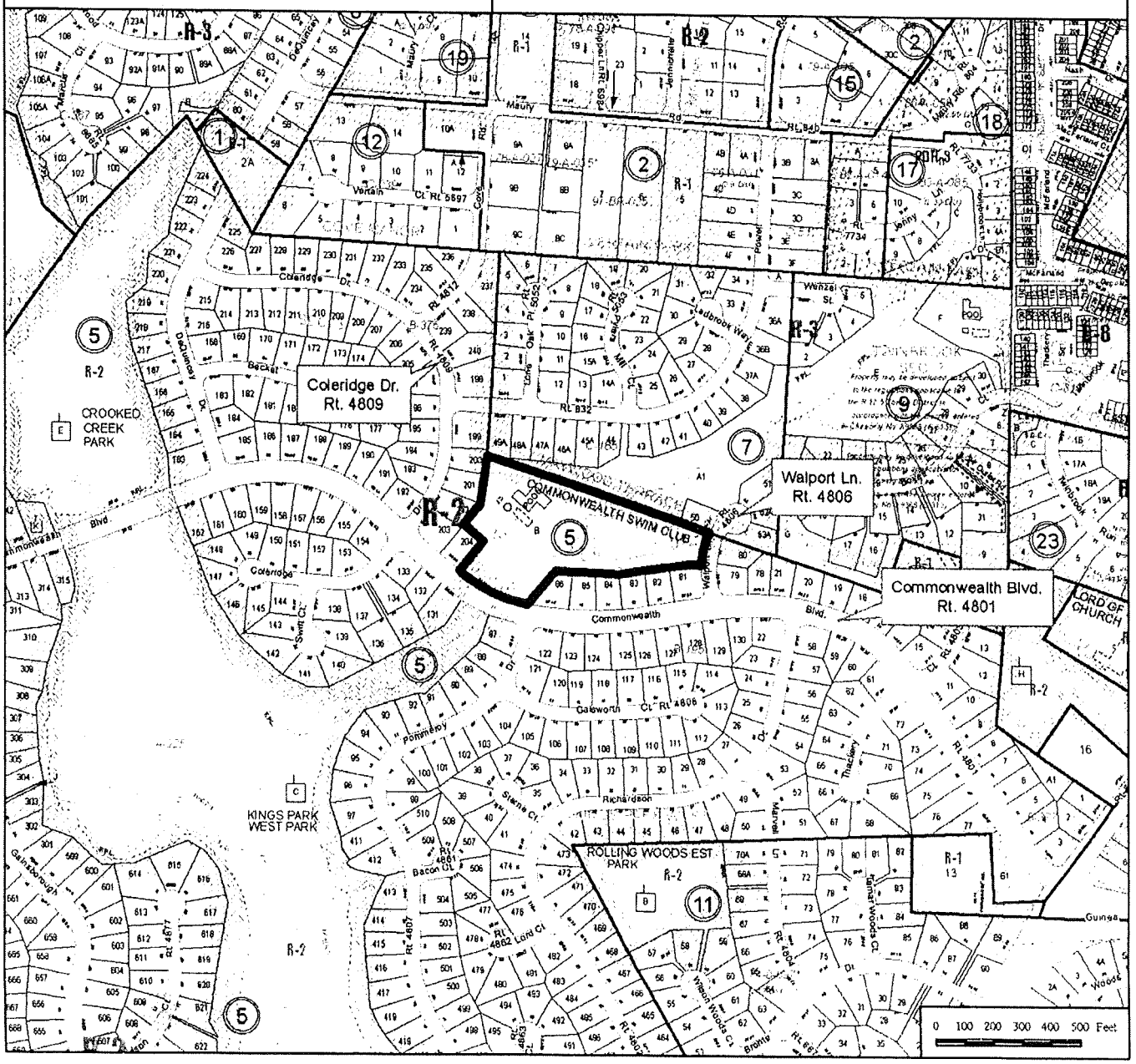
STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception

SE 2009-BR-020



Applicant:	T-MOBILE NORTHEAST LLC & COMMONWEALTH SWIM CLUB, INC.
Accepted:	08/04/2009
Proposed:	TELECOMMUNICATIONS FACILITY
Area:	5.49 AC OF LAND; DISTRICT - BRADDOCK
Zoning Dist Sect:	03-0204
Art 9 Group and Use:	1-08
Located:	9800 COMMONWEALTH BOULEVARD
Zoning:	R- 2
Plan Area:	3,
Overlay Dist:	
Map Ref Num:	069-3- /05/ / B



County of Fairfax, Virginia

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

September 28, 2011

James R. Michal
1120 20th Street, NW Suite 300
Washington, DC 20036

Re: Special Exception Application SE 2009-BR-020

Dear Mr. Michal:

At a regular meeting of the Board of Supervisors held on September 27, 2011, the Board held a public hearing on Special Exception Application SE 2009-BR-020 in the name of T-Mobile Northeast LLC and Commonwealth Swim Club, Inc. The subject property is located at 9800 Commonwealth Boulevard on approximately 5.49 acres of land, zoned R-2 in the Braddock District [Tax Map 69-3 ((5)) B]. The Board's action permits a telecommunications facility (tree monopole up to 120 ft. in height), related equipment and site improvements pursuant to Section 3-204 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and Special Exception Plat and is not transferable to other land.

2. This Special Exception is granted only for the purpose, structures and uses indicated on the Special Exception Plat approved with this application, as qualified by these development conditions.

3. A copy of this Special Exception and the Non-Residential Use Permit SHALL BE POSTED at the pool house on the property and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. This Special Exception is subject to the provisions of Article 17. Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Plat entitled "Commonwealth Swim Club", prepared by Entrex Communication Services, Inc. consisting of eight sheets dated September 18, 2007, last amended May 20, 2011, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Paragraph 4 of Sect. 9-004 of the Zoning Ordinance.

5. The tree-style monopole shall be in substantial conformance with the elevations in the SE Plat and shall be limited to a maximum height of 120 feet (inclusive of all appurtenances).

6. A formal landscape plan in substantial conformance with Sheet Z-6 shall be submitted as part of the site plan review process to be reviewed and approved by the Urban Forestry Management Division (UFMD) to ensure that adequate screening to adjacent residences is provided. Trees along the existing entrance drive off of Walport Lane and to the rear of the houses along Commonwealth Blvd. shall be re-evaluated by UFMD. A tree assessment to determine the quality and condition of the existing trees shall be done. Trees which are found to be in poor condition shall be removed and replaced to the satisfaction of UFMD prior to the issuance of the Non-RUP for the pole.

7. The pole of the monopole from the ground to a height of 25 feet should imitate natural tree bark as closely as possible in texture and color (brown). The antennas, mounts and exposed cables shall be painted to match the color of the proposed artificial green pine needles as indicated on the SE plat.

8. The monopole and all associated equipment shelters/cabinets shall be enclosed by an eight-foot high solid board-on-board fence as shown on the SE Plat. The telecommunications compound may include equipment shelters, cabinets, electrical panels, telephone panels and other improvements necessary and/or required for the operation of the telecommunication facility. Equipment shelter/cabinets shall have a maximum height of seven and a half feet and shall be located within the 773.5 square foot fenced equipment compound as generally shown on the SE Plat. Equipment shelter/cabinets shall not be visible from outside the fence.

9. The number of antennas shall be limited to a total of 33, to be located on three elevations, as depicted on the SE plat. All antenna platforms and antennas shall be located within the branch structures of the tree-style monopole.

10. The tree -style monopole shall not be lighted or illuminated unless required by the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), or the County. A steady marker light shall be installed and operated at all times, unless the Zoning Administrator waives the red marker light requirement upon a determination by the State or local Police Department that such marker light is not necessary for the flight safety of police and emergency helicopters.

11. The project shall conform to National Electric and Safety Code Standards and the regulations of the Federal Communications Commission with respect to electromagnetic radiation.

12. The tree-style monopole and accessory facility may be subject to periodic inspections by DPWES. If any additions, changes or modifications are to be made to the monopole or its related facilities, the Director of DPWES shall have the authority to require proof, through the submission of engineering and structural data, that the addition, change or modification conforms to all structural and all other requirements of the Virginia Uniform Statewide Building Code. In the event that the results of any monitoring indicate alterations or damage exists to the approved equipment or structures in excess of the extent deemed acceptable by applicable codes and standards, immediate action shall be taken as deemed necessary and as approved by DPWES and DIT, to comply with the applicable codes and agreements.

13. An approved RPA Delineation Study, Water Quality Impact Assessment, and Flood Plain Study shall be required to be approved by DPWES before site plan approval.

14. Space on the tree-style monopole and within the equipment compound shall be made available for lease for telecommunications purposes to other telecommunications operators, including but not limited to Fairfax County, subject to reasonable industry standard lease terms and fair market rent.

15. There shall be no storage of materials, equipment, or vehicles outside the telecommunications facility compound.

16. No signs shall be permitted on the subject property for the advertisement of the telecommunications facility or any other use. Only identification signs shall be permitted in accordance with Article 12 of the Zoning Ordinance.

17. Any component(s) of the telecommunications facility shall be removed within 120 days after such component(s) are no longer in use by the operator/owner of the monopole.

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

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

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

Please note that on July 20, 2011, the Planning Commission approved Public Facilities Application 2232-B08-7, as meeting the criteria of character, location, and extent as specified in Section 15.2-2232 of the *Code of Virginia* and being in accord with the adopted Comprehensive Plan.

The Board also:

- Reaffirmed the previously approved modifications of the transitional screening and barrier requirements to allow the existing vegetation to remain and in favor of the supplemental plantings depicted on the SE/SP Plat.

Sincerely,

Nancy Vehrs

Nancy Vehrs
Clerk to the Board of Supervisors
NV/ph

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

ATTACHMENT 3

Jackson & Campbell
Attorneys and Counselors at Law

James R. Michal
202.457.1652
Fax 202.457.1678
jmichal@jackscamp.com

January 30, 2014

FAIRFAX COUNTY
RECEIVED
2014-005
JAN 31 2014
DIVISION OF
ZONING ADMINISTRATION

Leslie B. Johnson, Zoning Administrator
Department of Planning and Zoning
12055 Government Center Parkway
Suite 250
Fairfax, Virginia 22035-5508

RE: Special Exception SE 2009-BR-020 –
T-Mobile Northeast LLC & Commonwealth Swim Club, Inc.
9800 Commonwealth Boulevard
Tax Map Ref: 069-3 ((5)) B
Zoning District R-2

Dear Ms. Johnson:

On behalf of T-Mobile Northeast, LLC ("T-Mobile") and Commonwealth Swim Club, inc., I am writing to request a two year extension of time to commence construction of the telecommunications facility approved by SE 2009-BR-020.

In support of this requested extension, the following information with reasons for the delay in commencing construction is provided.

1. The proposed national merger of AT&T with T-Mobile which was called off in December 2011 due to U.S. Justice Department's antitrust objections resulted in a delay in T-Mobile's capital construction plan until it became clear whether it would be merged into AT&T or not.

2. The national merger of T-Mobile with Metro PCS announced in late 2012 and completed in May, 2013, further delayed T-Mobile's construction of approved new facilities as it required substantial time and expense to integrate the two carrier's networks and to formulate coordinated build-out plans.

3. T-Mobile's nationwide upgrade over the last year of existing facilities to new 4G LTE technology required substantial capital outlays causing T-Mobile to defer construction of previously approved new facilities. In addition, the recently concluded negotiations with Verizon Wireless to buy additional spectrum licenses calls for a cash payment by T-Mobile in excess of Two Billion Dollars.

4. T-Mobile plans to move forward within the next two years on its approvals to construct the approved facility. To that end, T-Mobile has already commenced making rent payments to the Commonwealth Swim Club, Inc., even though construction has not yet commenced.

I hope that this letter suffices for the Board of Supervisors to grant the requested two year extension of the approved Special Exception.

Thank you for your consideration of this request.

Very truly yours,
JACKSON & CAMPBELL, P.C.

James R. Michal

cc: John C. Cook, Supervisor, Braddock District
Barbara C. Berlin, Director, Zoning Evaluation Division
Kevin Guinaw, Chief, Special Project/Applications Management Branch, ZED

2685632v.1

Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 11

Authorization to Conduct a Joint Public Hearing for the Virginia Department of Transportation's Secondary Six-Year Program for Fiscal Years 2015 through 2020, and the Fiscal Year 2015 Budget

ISSUE:
Board authorization to conduct a joint public hearing on June 17, 2014, at 4:00 p.m., to solicit comments and input on the proposed Secondary Six-Year Program for Fiscal Years 2015 through 2020, and the Fiscal Year 2015 budget.

RECOMMENDATION:
The County Executive recommends the Board authorize the public hearing. Since this is a joint public hearing, the Virginia Department of Transportation will provide the required advertisements.

TIMING:
The Board should take action on May 13, 2014, to provide adequate time for public notification before the June 17, 2014, public hearing.

BACKGROUND:
The Virginia Department of Transportation (VDOT) and the Board of Supervisors of Fairfax County, in accordance with Section 33.1-70.01 of the Code of Virginia, are required to conduct a joint public hearing for the annual Secondary Six-Year Program (SSYP). The purpose of this public hearing is to receive public comment on the proposed SSYP for Fiscal Years 2015 through 2020 in Fairfax County and on the Secondary System Construction Budget for Fiscal Year 2015. As in previous years the County will provide the venue and VDOT will provide all the required advertisements for this public hearing. All projects in the SSYP that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP) which documents how Virginia will obligate federal transportation funds.

FISCAL IMPACT:
There are no new funds allocated to Fairfax County in the SSYP for Fiscal Years 2015 through 2020 and previously projected revenues for future years have decreased. Any funds in the program will be shifted between projects because of changes in project estimates, project priorities, and/or any remaining balance on completed projects. The final FY2015-2020 SSYP and FY2015 budget is still pending and will be presented to the Board prior to the June 17 public hearing.

ENCLOSED DOCUMENTS:
None.

STAFF:
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Karyn Moreland, Chief, Capital Projects Section, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Kenneth Kanownik, Transportation Planner II, Coordination and Funding Division, FCDOT

Board Agenda Item
May 13, 2014

ADMINISTRATIVE – 12

Authorization to Advertise a Public Hearing on Proposed Amendment to Section 3-7-24 of the Fairfax County Code to Reduce the Employee Contribution Rate to the Police Officers Retirement System

ISSUE:
Authorization to advertise a public hearing to amend Section 3-7-24 of the Fairfax County Code (Code) to reduce the employee contribution rate to the Police Officers Retirement System (System) from 10.00% to 8.65%.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing regarding a proposed amendment to Section 3-7-24 of the Code for the purpose of further reducing the employee contribution rate to the System to 8.65%.

TIMING:
Board action is requested on May 13, 2014, to provide sufficient time to advertise the proposed amendment for a public hearing on June 17, 2014, at 4:00 pm.

BACKGROUND:
In approving the FY 2015 budget on April 29, 2014, the Board of Supervisors decided to appropriate funds sufficient to reduce the employee contribution rate to the System from 10.00% to 8.65% effective July 1, 2014. The proposed amendment implements this decision.

Like similar earlier reductions, this reduction of the employee contribution rate advances two aims. First, it brings the rate closer to the rates of surrounding jurisdictions, and thus makes the County's police benefits package more competitive with the police benefits packages offered by those other jurisdictions. Second, the reduction narrows the disparity between the net income replacement ratio at social security retirement age for police officers and the net income replacement ratio at social security retirement age for other County employees. There currently is significant difference between these two ratios because police officers, unlike other County employees, neither participate in Social Security nor receive Social Security benefits, unless they qualify through other, non-County employment.

FISCAL IMPACT:
The reduction in the employee contribution rate to 8.65% requires an increase of 1.91% in the employer contribution rate to the System. The FY 2015 Adopted Budget Plan includes $1.2 million, the estimated cost attributable to the amendment.

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to Section 3-7-24
Attachment 2: Letter from Fiona Liston, Consulting Actuary, Cheiron, Inc. to Jeffrey Weiler dated April 24, 2014
Attachment 3: Advertisement

STAFF:
Susan Datta, Chief Financial Officer
Jeffrey Weiler, Executive Director to the Retirement Boards
Benjamin R. Jacewicz, Assistant County Attorney

AN ORDINANCE TO AMEND AND REENACT SECTION 3-7-24 OF THE CODE OF THE COUNTY OF FAIRFAX.

BE IT ORDAINED that:

1. Section 3-7-24 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-7-24. - Member contributions.

(a) Contributions shall be made by each employee equal to ~~ten~~ eight and sixty-five one-hundredths percent (~~10%~~ 8.65%) of his creditable compensation per pay period.

(b) There shall be deducted or picked up from the compensation of each member for each and every payroll period subsequent to the date of the establishment of the System to contribution payable by such member as provided in this Section.

(c) Notwithstanding any other provisions of this Article, no deduction shall be made nor shall amounts be picked up from any member's compensation if the employer's contribution as required is in default.

(d) The Board of Supervisors may, from time to time, revise the rates at which members are required to contribute.

(e) Subsequent to December 22, 1984, Fairfax County shall pick up all employee contributions required herein, for all compensation earned on or after December 22, 1984. All amounts picked up by the County shall be treated as the employer's contribution in determining tax treatment under the United States Internal Revenue Code for federal tax purposes, pursuant to 26 USC, § 414(h)(2). For all other purposes, under this Chapter and otherwise, such pickup contributions shall be treated as contributions made by a member in the same manner and to the same extent as contributions made by a member prior to December 22, 1984. All picked up amounts shall be included in compensation for purpose of calculating benefits under Division 6. The County of Fairfax shall pay such picked up amounts from the same source of funds, which is used in paying earnings to the employee.

2. The effective date of this Ordinance is July 1, 2014. The change in the percentage member contribution is to be made starting with the first payroll period following the effective date of this Ordinance. The Ordinance is prospective and is not retroactive in application. The Board of Trustees of the System, the staff of Retirement Administration Agency, and the Director of Human Resources are hereby authorized and directed to take all necessary steps to implement the change in the percentage member contribution.

CHEIRON Classic Values, Innovative Advice

April 24, 2014

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

Re: Police Officers Retirement System, Change Employee Contributions

Dear Jeff:

As requested, we have updated the prior analysis that reduced the employee contribution rate in the Police Officers Retirement System in two steps; first from 10% of salary to 9.32% for FYE June 30, 2015 and then to 8.65% for FYE June 30, 2016. We have revised our analysis to reduce to 8.65% for FYE June 30, 2015. This letter replaces our prior letter dated February 4, 2014.

Because this change does not impact the benefit formula or eligibility ages, the total contribution (County plus member) remains essentially the same, however, there is a shift between the member and County allocations. Member money is subject to refund upon termination, while employer money is not. This means there is not a one-to-one correspondence between these sources of contributions. The costs reflected below shows a reduction of 1.35% in the employee contribution rate translated into a County contribution increase of 1.27%.

	2013 Valuation FY 2015 Budget Corridor Method	Change Employee Contributions from 10% to 8.65%
Normal Cost	20.09%	21.36%
UAL Amortization	4.24%	4.24%
Corridor Adjustment to 90%	7.19%	7.19%
Expenses	0.30%	0.30%
Total Budgeted Rate	31.82%	33.09%
Increase in Normal Cost		1.27%
Increase in UAL ($ in Millions)		$0.0
Funded Status		
- Actual	82.1%	82.1%
- Corridor	84.2%	84.2%

1750 Tysons Boulevard, Suite 1100, McLean, VA 22102 Tel: 703.893.1456 Fax: 703.893.2006 www.cheiron.us

These cost estimates were developed using the same data, assumptions and methods as used in the 2013 actuarial valuation. To the extent that actual experience deviates from those assumptions, the projections will be different from what is shown here.

To the best of my knowledge, this letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board. Furthermore, as a credentialed actuary, I meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. I am not an attorney nor does our firm provide any legal services or advice.

This letter was prepared exclusively for the Fairfax County Police Officers Retirement Systems for a specific and limited purpose. It is not intended to benefit any third party and Cheiron assumes no duty or liability to any such party.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston

Fiona E. Liston, FSA, EA
Principal Consulting Actuary

cc: Christian Benjaminson, FSA, EA

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Board Agenda Item
May 13, 2014

ADMINISTRATIVE - 13

Approval of a Resolution to Allow Butler Medical Transport to Operate Transport Services for Hospitals and Nursing Homes within Fairfax County

ISSUE:
Butler Medical Transport (BMT) is a commercial Emergency Medical Service (EMS) provider based in Baltimore County, Maryland. BMT is requesting licensure from the Commonwealth of Virginia to operate two Advanced Life Support (ALS) ambulances and two Basic Life Support (BLS) ambulances for the purposes of inter-facility transport services for hospitals and nursing homes within Fairfax County.

EMS providers in Virginia are regulated by the Virginia Department of Health, Office of Emergency Medical Services (OEMS) and require a resolution from the governing body of each locality where the provider maintains an office, stations an EMS vehicle for response, or is a designated emergency response agency.

RECOMMENDATION:
The County Executive recommends the Board approve the resolution allowing BMT to operate transport services for hospitals and nursing homes within Fairfax County.

TIMING:
Board action is requested on May 13, 2014.

BACKGROUND:
The Commonwealth of Virginia requires all ambulance companies to be licensed by the Virginia Department of Health, Office of Emergency Medical Services. BMT has submitted an application to provide inter-facility transports within Fairfax County. Fairfax County Fire and Rescue Department has sole responsibility for emergency ambulance service within Fairfax County and agrees that BMT be authorized to provide non-emergency transport of ill and injured persons between medical facilities.

FISCAL IMPACT:
None

Board Agenda Item
May 13, 2014

ENCLOSED DOCUMENTS:
Attachment 1: Resolution
Attachment 2: Memorandum dated 03/17/14 to the County Executive from Fire Chief Richard Bowers
Attachment 3: Letter dated 12/16/2013
Attachment 4: Letter dated 11/19/2013

STAFF:
David M. Rohrer, Deputy County Executive
Fire Chief Richard Bowers, Fire and Rescue Department
Assistant Chief John J. Caussin, Jr., Fire and Rescue Department
Assistant Chief John A. Burke, Fire and Rescue Department
Assistant Chief Garrett L. Dyer, Fire and Rescue Department

ATTACHMENT 1

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, May 13, 2014, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Butler Medical Transport, a private ambulance company located in Baltimore County, Maryland, is requesting licensure in the Commonwealth of Virginia, and intends to operate within Fairfax County; and,

WHEREAS, the Commonwealth of Virginia requires all ambulance companies to be licensed by the State Health Department Office of Emergency Medical Services; and,

WHEREAS, the Code of Virginia requires approval of the Governing Body of the jurisdiction in which any licensed Emergency Medical Service (EMS) agency is located; and,

WHEREAS, private ambulance companies provide the important service of non-emergency transport of ill and injured persons between medical facilities;

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors authorizes Butler Medical Transport to become a licensed EMS Agency in Fairfax County, Virginia, according to the Virginia Department of Health, Office of Emergency Medical Services Regulations and Fairfax County Code.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

County of Fairfax, Virginia

MEMORANDUM

DATE: March 17, 2014

TO: Edward L. Long, Jr.
County Executive

THROUGH: David M. Rohrer
Deputy County Executive

FROM: Fire Chief Richard R. Bowers, Jr.
Fire and Rescue Department

SUBJECT: Commercial Ambulance Service Licensure

The Fire and Rescue Department has been notified that Butler Medical Transport (BMT), a commercial EMS provider currently based in Owings Mills, Maryland, is seeking EMS agency licensure in the Commonwealth of Virginia. EMS agencies in Virginia are regulated by the Office of EMS (OEMS) and applications for licensure are processed by the regional OEMS Program Representative. Pursuant to EMS Rules and Regulations, 12 VAC 5-31-420, an application for EMS agency licensure requires:

> *An ordinance or resolution from the governing body of each locality where the agency maintains an office, stations an EMS vehicle for response within a locality or is a Designated Emergency Response Agency as required by §15.2-955 of the Code of Virginia confirming approval. This ordinance or resolution must specify the geographic boundaries of the agency's primary service area within the locality.*

BMT has represented that it intends to operate two Advanced Life Support (ALS) and two Basic Life Support (BLS) ambulances in Fairfax County and therefore requires such a resolution from the County.

Fire and Rescue Department Operations staff has taken the following actions in this matter:

1. Contacted the OEMS Program Representative Adam Harrell to obtain background information about this organization and the application.
2. Contacted Mr. William Rosenberg to discuss BMT's application and its intended level of operation, and confirmed that BMT understands the Fairfax County Fire and Rescue Department has sole responsibility for emergency ambulance service within Fairfax County.
3. Obtained a letter from the Maryland Institute of EMS State Office of Commercial Ambulance Licensing and Regulation (SOCALR) documenting licensure status in that state.

Below is a summary of the information obtained by the Fire and Rescue Department personnel:

- Mr. Harrell from OEMS stated that he has had several conversations with this organization and anticipated receiving license application. He has contacted the Better Business Bureau and SOCALR and found no issues of concern.
- Mr. Rosenberg from BMT confirmed the company's intention to operate two BLS and two ALS ambulances in Fairfax County. He stated they intend to have an office in Fairfax County as well. Mr. Rosenberg understands that emergency response service in Fairfax County is the sole responsibility of the Fire and Rescue Department and that all calls for emergency response are dispatched by the Fairfax County Department of Public Safety Communications center. He stated their intention is only inter-facility transports.
- Bill J. Adams, Jr., Director of Maryland SOCALR, provided a written report, which is attached, stating that BMT has been licensed in Maryland since 2001. There were records of six complaints and/or compliance violations, none of which had occurred within the past four years.

Based upon this information, Fire and Rescue Department personnel have found no reason to oppose BMT's application for EMS agency licensure in the Commonwealth of Virginia. Agency recommendation is that the Board of Supervisors adopt a resolution confirming approval of Butler Medical Transport's EMS agency licensure, which will allow its operation in Fairfax County. If this application is approved, it will be the second non-governmental EMS agency operating in the County.

Attachments:

Butler Medical Transport Fairfax County Resolution Request
Maryland SOCALR Letter Confirming State Licensure

December 16, 2013

Chief Richard R. Bowers, Jr.
Fairfax County Fire and Rescue
4100 Chain Bridge Rd
Fairfax, VA 22030

Re: Resolution authorizing Butler Medical Transport to provide Inter-facility Transports

Dear Chief Martin,

BMT of VA, Inc d/b/a Butler Medical Transport, is seeking an opportunity to provide inter-facility transport services with a client in Fairfax County. We would like to license two Advanced Life Support Ambulances and two Basic Life Support Ambulances which will be stationed in Fairfax County, which is where our initial office will be located. As a part of the licensing requirements we need to obtain a resolution from Fairfax County authorizing our organization to provide inter-facility transport services. Butler Medical transport and its sister companies have a long history of providing exceptional patient and customer service centered transportation in both Maryland and the District of Columbia, going back over 12 years in Maryland, including Basic Life Support, Advanced Life Support, Specialty Care Transport, and Neonatal Transport.. I have enclosed for your reference a summary letter showing our service in Maryland by our two sister companies, Butler Medical Transport, LLC, and BMT of DC, Inc d/b/a Butler Medical Transport from the director of our licensing agency in Maryland.

We look forward the opportunity to bring our same great service to the Commonwealth of Virginia. I appreciate your time, and would be happy to answer any questions you may have concerning our request for services we are seeking to provide.

Sincerely,

William Rosenberg, M.S., NRP, CCEMT-P
Chief Operating Officer

Cc: Mr. Adam Harrell, Department of Health, Office of EMS, Commonwealth of Virginia

10233 S. Dolfield Road • Owings Mills, Maryland 21117 • Phone 888.602.4007 • Fax 888.602.4006
www.butlermedicaltransport.com • Md. Comm. Amb. Lic. #105 • Pa. Amb. Lic. #[illegible]

November 19, 2013

State of Maryland
Maryland Institute for Emergency Medical Services Systems
653 West Pratt Street
Baltimore, Maryland
21201-1536

Martin O'Malley
Governor

Donald L. DeVries, Jr., Esq.
Chairman
Emergency Medical Services Board

Robert R. Bass, MD
Executive Director
410-706-5074
FAX 410-706-4768

Adam Harrell
Commonwealth of Virginia Department of Health
Office of Emergency Medical Services
1014 Technology Park Drive
Glen Allen, VA 23059-4500

Reference: Butler Medical Transport

Mr. Harrell,

Butler Medical Transport #105 and BMT of DC, Incorporated d/b/a Butler Medical Transport #135 are currently licensed as commercial ambulance services with the Maryland State Office of Commercial Ambulance Licensing and Regulation and will not expire until June 30, 2104. It is my understanding that an application has be filed for licensure in Virginia as BMT of VA, Incorporated d/b/a Butler Medical Transport. I have been contacted by William Rosenberg to provide the following information: initial dates of licensure, lapse in licensure, complaints received, and compliance violations.

Butler Medical Transport, LLC was originally licensed on October 2, 2001, as a Basic and Advanced Life Support service. On October 18, 2007, Butler Medical Transport, LLC was issued its Specialty Care License and on May 11, 2012, Butler Medical Transport, LLC was issued its Neonatal Service License. Butler Medical Transport, LLC has had no lapse in any of its licensures.

The following complaints against Butler Medical Transport, LLC were received and investigated by my office:

1) On April 24, 2009, a phone complaint was received stating a patient was "dropped" during a transport. We made multiple attempts to contact the caller to investigate further; however, all attempts failed. It wasn't until speaking with the Risk Manager from Butler Medical Transport that we learned indeed a patient had been dropped during a transport and the patient was treated/released without complications.
2) On June 1, 2009, a Lieutenant from BWI Airport Fire Department phoned my office with allegations that a Butler crew/unit was not adequately equipped to handle a transport. After investigation, all allegations were disproved with the exception of a provider not having his/her certification card in his/her possession.

Butler Medical Transport, LLC has had the following compliance violations issued from my office:

1) On April 21, 2009, a base inspection was conducted; inspectors found non-compliance with COMAR 30.09, 29 CFR 1910.134, and 29 CFR 1910.1030. These issues were rectified by the deadline date of May 11, 2009, by means of a remedial action plan.
2) On August 27, 2009, a non-compliance notice was issued for transporting ALS patients in a BLS licensed unit, a violation of COMAR 30.09.07.03(2)(a)&(b) and COMAR 30.09.07.03A(1)(b)&(c).
3) On November 3, 2009, a vehicle suspension occurred due to expired vehicle registration, a violation of COMAR 30.09.07.02F(5)(a). This was rectified and unit suspension was lifted.
4) On November 17, 2009, a non-compliance notice was issued for transporting an OB patient who required higher level care with improper crew configuration, a violation of COMAR 30.09.07.03(2)(a)&(b). This was rectified with an operational level change regarding OB transports.

BMT of DC, Incorporated d/b/a Butler Medical Transport received its Basic Life Support, Advanced Life Support, Specialty Care and Neonatal Licenses on May 11, 2012. Since then, there has been no lapse in licensure. To date, BMT of DC, Inc. d/b/a Butler Medical Transport has not been issued any compliance violations nor have any complaints against them been filed with my office.

Please feel free to contact my office should you require further information or if my team and I can assist you in any way. I can be reached via email at badams@miemss.org, cell phone at 443-617-1934 or my office at 410-706-8511.

Thank You,

Bill Adams, Director

SOCALR

Board Agenda Item
May 13, 2014

ACTION - 1

Approval of Head Start/Early Head Start Policy Council Bylaws, Self-Assessment Report and Memorandum of Understanding Between Policy Council and Board of Supervisors

ISSUE:
Board approval of the Head Start/Early Head Start Policy Council Bylaws, self-assessment report and memorandum of understanding between Policy Council and Board of Supervisors.

RECOMMENDATION:
The County Executive recommends that the Board approve the Head Start/Early Head Start Policy Council Bylaws, self-assessment report and memorandum of understanding between Policy Council and Board of Supervisors.

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

BACKGROUND:
Existing rules and regulations require that the Board of Supervisors, as the County's governing body, review and approve the composition of the Head Start parent Policy Council and the procedures by which members are chosen, the Head Start program's annual self-assessment report, including actions that are being taken by the program as a result of the self-assessment review, and the memorandum of understanding between Policy Council and Board of Supervisors. Board approval of the following attachments will satisfy these compliance requirements: 1) Policy Council Bylaws, 2) Self-Assessment Report and 3) Memorandum of Understanding between Policy Council and Board of Supervisors.

1. Policy Council Bylaws
The Head Start parent Policy Council provides a formal structure of shared governance through which parents can participate in policy making and other decisions about the program. The Bylaws of the Policy Council were developed based on the federal Head Start Performance Standards on program governance and outline the composition and selection criteria to ensure equal representation for all programs and that at least 51 percent of Policy Council members are parents of currently enrolled children, as required.

The Board of Supervisors most recently approved the Policy Council Bylaws on July 30, 2013. The Policy Council has not recommended any changes to the most recently approved version. However, the County Attorney's office has recommended minor changes related to VFOIA requirements as highlighted in the attached. These changes were included to better reflect the County's model bylaws for boards, authorities and commissions.

2. Self-Assessment Report

The Fairfax County Head Start/Early Head Start program conducts an annual self-assessment of its effectiveness and progress in meeting program goals and objectives and in implementing federal regulations every year, as required by federal Head Start Performance Standards. The results are included in the attached Self-Assessment Report, which outlines strengths and areas to be addressed, as well as any actions being taken to address them.

3. Memorandum of Understanding

The memorandum of understanding between the Board of Supervisors, as the County's governing body, and the Policy Council, as the primary vehicle for involving parents in decision-making about the Head Start program, documents current practices and procedures regarding how the two bodies implement shared decision-making, as required by federal Head Start Performance Standards. The memorandum of understanding outlines the roles and responsibilities of each group, the interactions between the two, the joint communications they receive, and the approvals both groups provide. The memorandum of understanding was first developed in 2011 and is renewed every three years; the Office of the County Attorney has reviewed the memorandum of understanding as well. The language of the memorandum of understanding has not changed since the 2011 version that was approved.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Head Start/Early Head Start Policy Council Bylaws
Attachment 2 – Fairfax County Head Start/Early Head Start 2014 Self-Assessment Report
Attachment 3 – Memorandum of Understanding between Policy Council and Board of Supervisors

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

FAIRFAX COUNTY OFFICE FOR CHILDREN
HEAD START/EARLY HEAD START POLICY COUNCIL
BYLAWS

ARTICLE I. NAME

The name of the organization shall be the Policy Council of the Fairfax County Head Start/Early Head Start Program.

ARTICLE II. PURPOSE

The purpose of the Fairfax County Head Start/Early Head Start Policy Council shall be to:

A) Encourage maximum participation of parents and community representatives in the planning, operation and evaluation of Fairfax County Head Start/Early Head Start Programs.

B) Serve as a link with local programs, the grantee agency – Fairfax County Board of Supervisors Office for Children (OFC), public and private agencies and the community.

C) Approve grant applications and service area plans for the grantee agency.

D) Initiate suggestions and ideas for program improvements.

E) Establish a procedure for hearing complaints against the Fairfax County Head Start/Early Head Start Program.

F) Carry out specific duties and responsibilities as stated in the Federal Head Start Performance Standards, which will govern the overall activities of the Policy Council.

ARTICLE III. MEMBERSHIP

Policy Council members should be committed to being representatives for the total Fairfax County Head Start/Early Head Start Program. They should be team players, be willing to learn the duties and responsibilities of the Policy Council and represent the Council in a positive and supportive manner at all times and in all places.

Section 1. The Fairfax County Head Start/Early Head Start Policy Council shall consist of six (6) parent representatives from each program, Greater Mount Vernon Community Head Start (GMVCHS), Fairfax County Public Schools (FCPS), and Higher Horizons (HiHo) Head Start /Early Head Start Programs and at least two (2) community representatives, who must be residents of/or employed in Fairfax County. All program options must be represented.

Section 2. Parent representatives shall be elected to the Policy Council at the program level by the program's respective policy or parent committee. Community representatives shall be recruited by the Head Start Director and the Policy Council Chairperson and elected by the Policy Council.

Section 3. Community representatives may include representation from other child care programs, neighborhood community groups (public and private), higher education institutions, program boards, and community or professional organizations which

have a concern for children and families in the Head Start/Early Head Start Program and can contribute to the development of the program.

Section 4. Voting members must resign from the Policy Council if they or an immediate family member (as defined by Virginia Code § 2.2-3101) become employed, temporarily (for sixty (60) days or more) or permanently, by the Fairfax County Head Start/Early Head Start Program. Voting members may substitute occasionally (as defined by each program) in the Fairfax County Head Start/Early Head Start Program.

Section 5. Policy Council members shall be elected to serve a one (1) year term and may not serve more than three (3) years. Members may voluntarily terminate their membership at any time by giving written notice to the Council. The respective policy or parent committee will be responsible for recruiting and electing a new member to the Council within one month of resignation or termination of the member. In the event of termination or resignation of a community representative, the Head Start Director and the Policy Council Chairperson will recruit a replacement. Election of a new community representative shall take place within one month of resignation or termination of the member.

Section 6. Any member who misses two (2) consecutive meetings without notifying the Office for Children Head Start Program Administrative Office, neglects responsibility, and/or abuses the privilege of office may be terminated by the Policy Council with a majority vote of the quorum. Written notification will be sent to the terminated member under signature of the Policy Council Chairperson.

ARTICLE IV. MEETINGS

Section 1. Fairfax County Head Start/Early Head Start Policy Council meetings shall be held on the fourth (4th) Thursday of each month with dinner being served at 6:00 p.m. and call to order at 6:30 p.m. If the fourth (4th) Thursday is a legal holiday, the meeting may be rescheduled to the third Thursday of the month.

Section 2. All meetings shall be conducted in compliance with the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 – 2.2-3714 ("VFOIA"), and except for closed sessions, all meetings shall be open to the public. Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through telephonic or video equipment pursuant to § 2.2-3708 or § 2.2-3708.1, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body~~.~~. As required by VFOIA, the public will be given notice of the date, time, and location of the meetings at least three working days before each Policy Council meeting, except in case of an emergency. Notice,

reasonable under the circumstances of emergency meetings, shall be given contemporaneously with the notice provided to members. The Head Start administrative staff and/or Chairperson will provide the information to the County's Office of Public Affairs so that it can provide the public notice. All meetings shall be held in places that are accessible to persons with disabilities, and all meetings shall be conducted in public buildings whenever practical.

Except as otherwise provided by Virginia law or by these bylaws, all meetings shall be conducted in accordance with Roberts's Rules of Order, Newly Revised, and ~~E~~except as specifically authorized by VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Copies of meeting agendas and other materials that are given to members shall be made available to the public at the same time, unless VFOIA allows otherwise. Anyone may photograph, film, or record meetings, so long as they do not interfere with any of the proceedings.

The Secretary shall keep meeting minutes, which shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. The minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The minutes from the previous meeting shall be sent to members at least seven (7) calendar days prior to the regular meeting.

Section 3. Special call meetings can be called by the Chairperson and the Head Start Director and scheduled when deemed necessary. Public notice will be given as required by VFOIA and members will be informed in writing and/or via telephone simultaneous with or prior to public notice.

Section 4. Policy Council members who are voted to represent the Council at conferences must meet the following criteria:

1) Be an active participant in good standing at their Parent/Policy Committee for at least 2 consecutive meetings.
2) Be able to give either an oral summary or submit a written report (whether still a member or not) at the next regularly scheduled meeting.

Section 5. In the event of inclement weather Policy Council will adhere to the Fairfax County Public Schools closure schedule. The Head Start administrative staff and/or Chairperson will contact members regarding a rescheduled date and will comply with the public notice requirements above.

ARTICLE V. OFFICERS

Section 1. The Officers of the Policy Council shall be: Chairperson, Vice-Chairperson, Secretary, Treasurer, and Parliamentarian. These officers shall perform the duties prescribed by the Federal Head Start Performance Standards, by these Bylaws and by the current Roberts Rules of Order, adopted by the Policy Council.

Section 2. In September, the Chairperson will appoint a Nominating Committee consisting of a representative from each delegate/grantee agency. It shall be the duty of this committee to present a slate of candidates for the offices at the October meeting. Before the election at the November meeting additional nominations from the floor shall be permitted.

Section 3. The officers shall serve a one (1) year election term or until their successors are elected. Their term of office shall begin at the close of the Council meeting at which they are elected.

Section 4. No member shall hold more than one (1) office at a time, and no member shall be eligible to serve more than three (3) terms.

Section 5. Should the Chair position become vacant, the Vice-Chairperson shall become the Chairperson for the remainder of the term. The Council shall elect a replacement for Vice-Chairperson at its next regular meeting to serve the balance of the term.

In the absence of the Chairperson and Vice-Chairperson, responsibilities of the Chair are assumed by the Treasurer and the Parliamentarian will maintain order. The Policy Council Secretary continues to record minutes.

Section 6. The duties of officers are as follows:

1) Chairperson – Presides at all Policy Council and Executive Committee meetings; may act as a spokesperson for the Council in events concerning the Head Start program.

2) Vice-Chairperson – Assumes the duties of the Chairperson in the absence of the Policy Council Chairperson; performs other duties as assigned by the Chairperson.

3) Secretary – Records minutes of the Policy Council meetings with assistance from Grantee staff; makes the appropriate corrections to meeting minutes as directed; compiles and keeps current list of all voting members and records their attendance; keeps on file all minutes of the Policy Council; reads minutes and other correspondence at meetings, calls members about absence from meetings, reminds members about meetings and training and tabulates votes.

4) Treasurer – Maintains the Council's financial records, prepares Treasurer's report and balances the checkbook; serves on the Budget Subcommittee; prepares for signature and distributes reimbursements, stipends, and payment

of invoices; coordinates out-of-town travel funds for Policy Council members, who would be assisted by the grantee staff.

5) Parliamentarian – Keeps order during the meetings in accordance with the Policy Council Bylaws and in accordance with the current edition of Roberts' Rules of Order.

ARTICLE VI. EXECUTIVE COMMITTEE

Section 1. Officers of the Policy Council shall constitute the Executive Committee. The Executive Officers will meet one week prior to the regular Policy Council meetings on an as-needed basis. The purpose for meeting is to establish agenda items and agree upon recommendations to present to the full Policy Council of items needing approval/disapproval. Meetings of the Executive Committee are public meetings and shall comply with VFOIA, including the meeting notice requirements set forth in Article IV, Sections 2 and 3.

ARTICLE VII. GRIEVANCES

Section 1. A standard grievance procedure to hear and resolve parent and community complaints about Head Start is approved annually by the Policy Council and will be used to address complaints not resolved at the center level and at the grantee agency.

ARTICLE VIII. PARLIAMENTARY AUTHORITY

Section 1. The rules contained in the current edition of Roberts' Rules of Order Newly Revised shall govern the Policy Council in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules or order the organization may adopt.

ARTICLE IX. AMENDMENT OF BYLAWS

Section 1. These Bylaws shall be reviewed annually and recommendations presented to the Council for approval. The Policy Council will be given thirty (30) days to review recommendations.

Section 2. The Bylaws may be amended at any regular meeting of the Policy Council or at a special meeting called for such purpose by majority vote of the Council members present, provided that representatives from each delegate agency are present and voting.

Section 3. Amendments to the Bylaws will be presented to the Fairfax County Board of Supervisors for approval, and will become effective upon approval by the Board of Supervisors.

ARTICLE X. VOTING

Section 1. All matters shall be decided on by vote of the members. The vote of a majority of the quorum is needed to authorize any action. Seven (7) Council members (with at least two (2) representatives from each program and one (1) community representative) constitute a quorum. All votes shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. Voting may be by aye/nay, show of hands. Approved matters must be recorded in the minutes of the meeting. The Policy Council Secretary tabulates the votes, along with a designated staff/Policy Council member.

ARTICLE XI. TRAINING

Section 1. The Council and its officers shall receive annual training which includes: Head Start Performance Standards, Roberts' Rules of Order, VFOIA, roles and responsibilities of members and officers, subcommittee functions, budget and finance, personnel procedures and conference travel procedures.

ARTICLE XII. ACTIONS

Section 1. A motion must be made when the Council is required to take action and/or make decisions.

ARTICLE XIII. STIPENDS

Section 1. Stipends in the amount of $15.00 will be given to voting members except for community representatives at regularly scheduled Policy Council meetings.

FAIRFAX COUNTY DEPARTMENT OF FAMILY SERVICES - OFFICE FOR CHILDREN#

Head Start/Early Head Start Program

2014 Annual Self-Assessment Report

Per 45 CFR 1304.51(i)(1), Head Start/Early Head Start programs, with the consultation and participation of policy groups and other community members as appropriate, must conduct an annual self-assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

In the months of February and March 2014, all Fairfax County Head Start/Early Head Start programs, including those operated directly by Fairfax County Office for Children—Greater Mount Vernon Community Head Start (GMVCHS) and Family Child Care—as well as those operated contractually by delegate agencies—Higher Horizons Day Care Center and Fairfax County Public Schools (FCPS)—conducted their annual self-assessments. The programs engaged the services of other program staff, community members, and parents. The annual self-assessment allows for the continuous improvement of program plans and service delivery, providing an opportunity for involving parents and community stakeholders.

The self-assessment indicated a strong program with one area identified for continued improvement related to safe physical environments. All programs were confirmed to be in compliance as of April 7, 2014 and stronger ongoing monitoring systems have been established.

Below is a summary of the results of the 2014 Self-Assessment by service area:

Governance:

- Service area found to be in full-compliance.
- Identified strengths:
    - Policy committees and councils are fully established with representation from all programs and options as required.
    - This year, the former Chair of the Policy Council was trained as a trainer for *Abriendo Puertas* (Opening Doors). This program for Latino parents covers topics such as good health, school readiness, social/emotional and economic well-being of the family. She will offer the program for Head Start families in May and June, 2014. She also received a parent scholarship from the Virginia Head Start Association and was recognized by the Board of Supervisors.

Fiscal Management:

- Service area found to be in full-compliance.
- Identified strengths:
    - Program has proficient and organized fiscal management of the multiple funding streams with detailed and comprehensive fiscal policies and procedures.
    - Staff have effectively integrated all fiscal transactions within the County's accounting system (FOCUS).

Management Systems:

- The grantee and delegate have implemented revised, ongoing monitoring systems to ensure safe physical environments are in compliance. The grantee has worked with programs to enhance internal monitoring systems to include written documentation.
- Identified strengths:
    - Staff, the Policy Council and parent committees, and other community organizations routinely engage in a process of systematic planning that utilizes the results of the Community Assessment,

Self-Assessment, and other information to develop long- and short-term goals for improvement and written plans for service implementation.

Eligibility, Recruitment, Selection, and Enrollment

- Service area found to be in full-compliance.
- Identified strengths:
    - Priority is given to families with the greatest need.
    - ERSEA coordinators meet regularly to discuss areas of concern and are continually improving processes and forms, and striving for consistency across programs.

Health/Mental Health/Nutrition

- One delegate had findings in 1304.53 (a) (10) (xi) Head Start physical environment and facilities.
    - The following issues have been addressed: 1) bleach solution is kept in a cabinet out of reach of children; 2) electrical outlets are covered at all times; 3) classroom health and safety checklist is posted; 4) adult belongings are locked away and out of reach of children.
- Identified strengths:
    - Health files were easy to access electronically, with concise notes. Follow-ups were completed in a timely manner.
    - Classrooms were very organized and had emergency procedures posted. Lists for allergies and other health conditions were clearly labeled, but kept out of plain sight to ensure confidentiality.

Education/Disabilities

- Service area found to be in full-compliance.
- Identified strengths:
    - Strong social/emotional supports exist; e.g., adults in proximity and engaged with students; children working together; strong social/emotional climate observed (laughter, conversation).
    - Delivery of disability services across programs is comprehensive and inclusive of all children.

Family Services

- Service area found to be in full-compliance.
- Identified strengths:
    - All families had a strength identified and workers have engaged parents in Family Partnership Agreements and goal-setting processes.
    - Across programs, parents reported positive growth in advocacy, literacy and parenting skills as a result of continued engagement and support from family service staff.
    - There was a significant increase in male involvement across all programs.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is entered into by and between the Fairfax County Board of Supervisors (hereafter called the **"Board"**) and the Policy Council of the Fairfax County Head Start/Early Head Start Program (hereafter called the **"Council"**).

In accordance with CFR 1304.50 (d)(1)(ii), this MOU describes the processes and procedures regarding how the Board, its designee agency Department of Family Services Office for Children (OFC), and the Council implement share decision-making for the Fairfax County Head Start/Early Head Start program.

The period of this agreement will be for three years from the date of approval by the Board.

THE PARTIES TO THIS UNDERSTANDING ARE MUTUALLY AGREED THAT:

1. SHARED GOVERNANCE

a. Definition – Shared governance is an established working partnership between the Board of Supervisors, Policy Council, Policy Committees, Parent Committees, Delegate Boards, and key OFC management staff to develop, review, and approve or disapprove Head Start/Early Head Start policies and procedures.

b. Roles/Responsibilities

i. Board of Supervisors – As the grantee, the Board assumes the overall legal and fiduciary responsibility to ensure that the county's Head Start/Early Head Start program operates in compliance with the Federal Head Start Program Performance Standards and other applicable laws, regulations, and policy requirements. The Board has established a system of committees of Board members to help manage its oversight responsibilities. The Board's Human Services Committee is responsible for oversight of all County human services programs, including Head Start/Early Head Start, and the Board assigns the chairperson of the Human Services Committee as its liaison to Policy Council and OFC.

ii. Department of Family Services Office for Children – The Board delegates the administrative operations of the Head Start/Early Head Start program to OFC, who works closely with the Board liaison and the Policy Council.

iii. Policy Council – The Council provides a formal structure through which parents can participate in policy making and other decisions about the program. The Council's roles and responsibilities are governed by its Bylaws, which are reviewed and approved by the Board.

c. Interaction – The Board and Council have open meetings for reciprocal attendance at any time and the Council has standing invitations for the Board liaison to conduct the annual swearing in of new officers and to deliver acknowledgements during the end of the year recognition ceremony. The Board liaison and Head Start director meet on a quarterly basis, or more often as needed, to exchange information and the Policy Council Chairperson has a standing invitation to attend such meetings.

d. Joint Communications – Both the Board, through its assigned liaison, and the Policy Council receive regular reports from OFC to include the following information:

A) Monthly financial statements, including credit card expenditures
B) Monthly program information summaries
C) Program enrollment reports
D) Monthly reports of meals and snacks provided through the United States Department of Agriculture (USDA) Child and Adult Care Food Program
E) Annual financial audit
F) Annual self-assessment
G) Communitywide strategic planning and needs assessment
H) Communication and guidance from the federal government
I) Program Information Reports (PIR)

The Board liaison shall share information from these reports with the Board at scheduled meetings of its Human Services Committee.

e. Joint Approval – The two governing bodies, the Fairfax County Board of Supervisors and the Head Start/Early Head Start Policy Council, as partners in the governance of the program, both approve the following items:

A) Applications for funding and amendments to applications for funding (Board approval governed by Fairfax County's Grants Board Item Policy effective September 1, 2004)
B) Head Start program's annual self-assessment report, including actions that may result from the self-assessment review, or responses to findings from Federal monitoring reviews
C) Policy Council Bylaws

ACCEPTED BY:

_____	_____
Sharon Bulova, Chairman Date	Rubi Colchao, Chairperson Date
Fairfax County Board of Supervisors	Fairfax County Head Start/Early Head Start Policy Council

Board Agenda Item
May 13, 2014

ACTION - 2

Endorsement of Advancing the Recommended (Hybrid) Alternative for the Soapstone Connector (Connecting Sunset Hills Road and Sunrise Valley Drive) to the Preliminary Design Phase

ISSUE:
Board endorsement of advancing the Recommended (Hybrid) Alternative, which will provide a multi-modal connection between Sunset Hills Road and Sunrise Valley Drive, to the Preliminary Design Phase.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors endorse the Recommended (Hybrid) Alternative, presented in the Feasibility Study Technical Report, to be advanced to the preliminary design phase. The Soapstone Connector will create a direct connection between Sunrise Valley Drive, Soapstone Drive and Sunset Hills Road; reduce traffic on Wiehle Avenue; increase connectivity across the Dulles Toll Road; and enhance multi-modal access to Wiehle-Reston East Metrorail Station.

TIMING:
The Board should take action on this matter as soon as possible to allow the preliminary design to begin.

BACKGROUND:
The Soapstone Connector would provide a direct connection between Sunset Hills Road and Sunrise Valley Drive, crossing over the Dulles Toll Road (Route 267). The idea of this connection was originally a recommendation from the Reston Metrorail Access Group (RMAG). The RMAG study reported that the Soapstone Connector was projected to improve traffic operations on Wiehle Avenue and enhance multi-modal access to the Wiehle-Reston East Metrorail Station. The project was also included in the Reston Comprehensive Plan Amendment which was approved by the Board of Supervisors in February 2014.

The Soapstone Drive and Sunrise Valley Drive intersection will serve as the southern terminus of the Soapstone Connector, while the northern terminus will connect to Sunset Hills Road. This alignment is a composition of two previously evaluated alternatives and was chosen due to its advantages over the numerous alternatives studied. These advantages include benefits to multi-modal users, connectivity to Soapstone Drive and mitigation of impacts to environmentally sensitive areas.

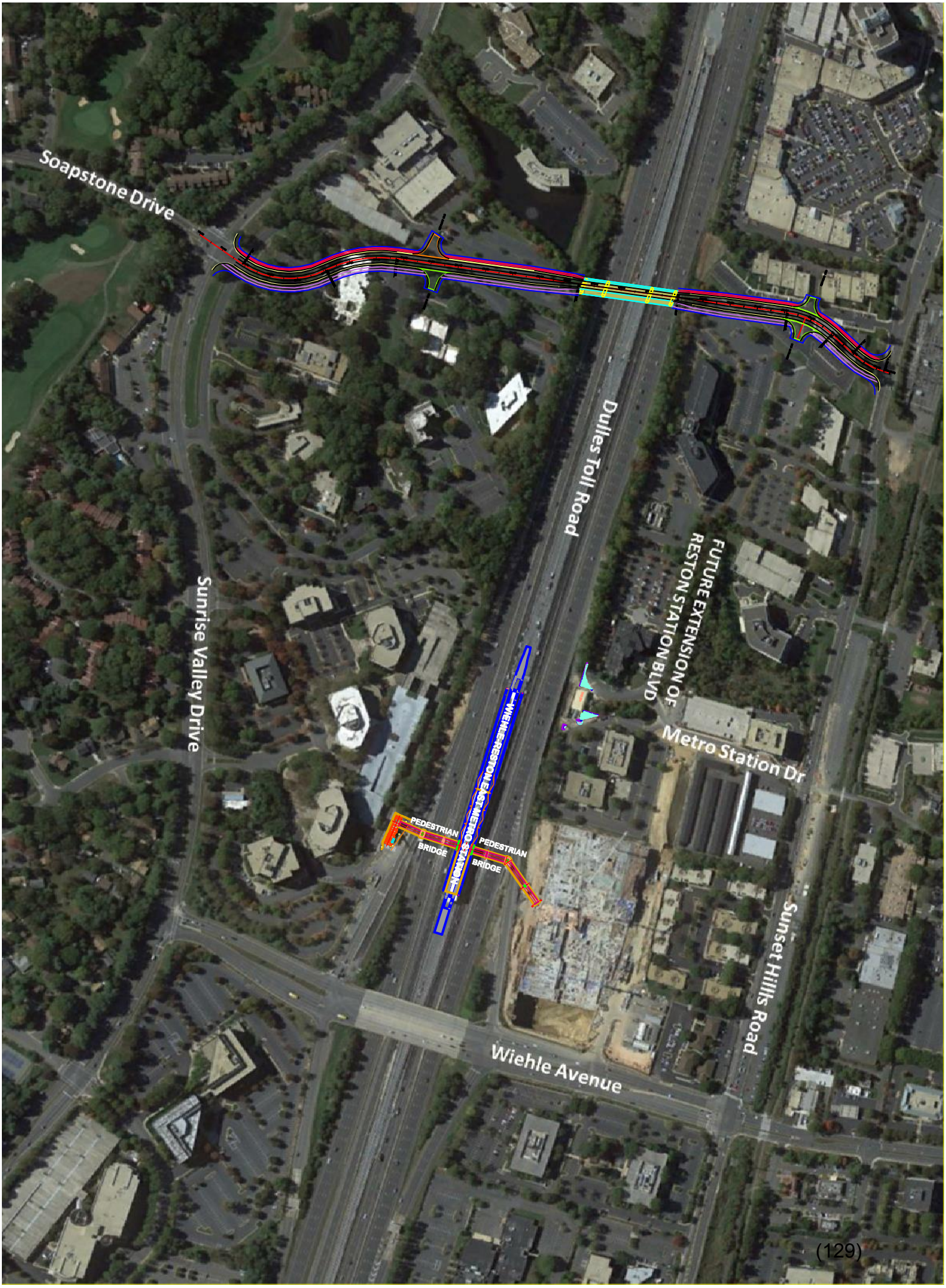
Environmental Considerations
An assessment of environmental features was conducted as part of the Feasibility Study. It is important to note that this assessment does not replace potential future environmental analyses. If federal funding is used, then the proper environment analyses, such as those required by the National Environmental Policy Act (NEPA), will be conducted. If local funding is utilized, an Environmental Impact Report will be prepared and submitted to Virginia's Department of Environmental Quality (DEQ).

Public Outreach Comments
Multiple public hearings and outreach meetings were conducted during the course of this study from February 2012 to February 2014. On March 20, 2013, there was also a Soapstone Connector Feasibility Study Citizen Information meeting. A total of 65 people attended, and 24 verbal comments (during the meeting) and 7 written comments (after the meeting) were received. All comments supported Soapstone Connector. One comment expressed support for the more western location of the Connector. Many comments expressed support for the extension of Soapstone Drive, the alignment that is used for the Recommended (Hybrid) Alternative. Two comments expressed an opposition to the extension of Soapstone Drive. Further connection of the Soapstone Connector bike lanes and trail to the Washington and Old Dominion Trail, as well as the connection to the Wiehle – Reston East Metrorail Station (by the extension of Reston Station Boulevard), was supported by almost all of the citizens.

FISCAL IMPACT:
On January 28, 2014, the Board of Supervisors included $2.5 million for the preliminary design of this project as part of its Six Year Transportation Project Priorities. Funding is currently programmed for fiscal year 2015 in Fund 40010, County and Regional Transportation Projects.

ENCLOSED DOCUMENTS:
Attachment I: Plan view of the Recommended (Hybrid) Alternative

STAFF:
Robert A. Stalzer, Deputy County Executive
Thomas P. Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Jane Rosenbaum, Senior Transportation Planner, FCDOT
Audra K. Bandy, Transportation Planner, FCDOT


Soapstone Drive
Sunrise Valley Drive
Dulles Toll Road
FUTURE EXTENSION OF
RESTON STATION BLVD
Metro Station Dr
Sunset Hills Road
Wiehle Avenue
WHITE ROSE EXTENSION
PEDESTRIAN
BRIDGE
PEDESTRIAN
BRIDGE

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ACTION – 3

Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) for the Public Safety Headquarters Project (Braddock District) and the School Board Central Administration Building Refinancing (Providence District) and Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2014 B (County Facilities Projects) for the Workhouse Arts Center (Mount Vernon District)

ISSUE:
Board approval of a resolution to authorize and request the sale of Fairfax County Economic Development Authority Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") for the Public Safety Headquarters (the "Public Safety Project") and the School Board Central Administration Building refinancing (the "School Board Administrative Building Refinancing"), and Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2014 B (County Facilities Projects) (the "Series 2014 B Bonds" and together with the "Series 2014 A Bonds", the "Bonds") for the Workhouse Arts Center leasehold acquisition (the "LAF Leasehold Acquisition", and together with the Public Safety Project and the School Board Administration Building Refinancing, the ("Projects").

RECOMMENDATION:
The County Executive recommends Board action of the following:

- Approval of the Resolution which requests the Fairfax County Economic Development Authority ("EDA") to issue bonds to finance the Projects (the "County Resolution").
- Approval of the form and authorizes the execution of the Installment Purchase Contract between the Fairfax County EDA and the Board of Supervisors which contract sets out the terms and conditions for the County to make payments to the EDA to pay the debt service on the Bonds and the responsibilities of the respective parties (the "Installment Purchase Contract").
- Approval of the form of a Bond Purchase Agreement between EDA and the underwriters and approved by the County, which contract sets out the terms and conditions of the purchase of the Bonds by the underwriters (the "Bond Purchase Agreement").
- Approval of the form of the Third Supplemental Trust Agreement, between the EDA and the trustee, which agreement sets forth the terms of the Bonds; the application of the proceeds of the Bonds and the pledged revenues and the provisions for the payment of the Bonds (the "Third Supplemental Trust Agreement").

TIMING:
Board action is requested on May 13, 2014.

BACKGROUND:
The County Resolution requests the EDA to issue the Bonds in a not to exceed total of $241 million. As part of this issuance, the County will fund project costs for the Public Safety Headquarters in an amount currently estimated at $150 million plus the amounts necessary to refinance the $30 million of outstanding debt related to the Workhouse Arts Center and to refinance up to $50 million in bonds issued by the EDA in 2005 to finance the School Board Central Administration Building bonds for debt service savings. The total not to exceed amount also includes the net estimated requirements necessary for the costs of issuance and capitalized interest assumed in the financing structure for the Public Safety Headquarters. The County Resolution also approves the forms of the Installment Purchase Contract, which sets forth the responsibilities of the County with respect to payment of debt service on the Bonds to EDA and other matters concerning the Projects, the Third Supplemental Trust Agreement which delineates the terms and details of the Bonds, the Preliminary Official Statement for the Bonds and the Bond Purchase Agreement which sets the terms of the sale of the Bonds to the underwriters of the Bonds. This financing will have similar documentation to the two previous series of Fairfax County Facilities Revenue Bonds (School Board Central Administration Building in 2005 and Merrifield Human Services Center/Providence Community Center in 2012) wherein the County pledges, subject to annual appropriation, to make payments sufficient to pay debt service on EDA bonds. This credit structure currently carries credit ratings that are one notch below the County's General Obligation Triple A bond rating.

The bonds are recommended to be sold on a negotiated basis due to the complexity of the sale. A negotiated sale permits more in-depth and targeted marketing of investors prior to the sale of the bonds. In July 2010, following an RFP process, the County established a pool of underwriters that are pre-qualified to underwrite the County's bond sales. Staff sent each of the pre-qualified underwriters a brief request to formally compete to serve as the senior managing underwriter and/or the co-managing underwriter on this bond sale. Based on the responses, County staff selected the following firms to serve as underwriters on the bonds: Citibank, Senior Manager; JP Morgan, Co-Manager; Barclays, Co-Manager; and Raymond-James, Co-Manager. Each of the firms selected provides a broad array of experience with comparable bond sales both nationally and in the Commonwealth, and have long standing and extensive relationships with municipal bond investors.

Public Safety Headquarters
The County's public safety headquarters is currently located in the 166,777 square foot Massey Building, which was constructed in 1967. The building has many inefficiencies such as: overloaded electrical systems with no spare capacity for new equipment; aged HVAC components with repair parts often not available; aged plumbing fixtures that

cause leaking behind the building walls; roof deficiencies and leaking; insufficient accessibility accommodation; aged and inefficient lighting fixtures; obsolete fire alarm systems and no sprinkler system; and asbestos fireproofing throughout the building which restricts or prohibits access to equipment in order to conduct maintenance or make needed repairs. The building experienced two failures in 2009 due to chiller and associated component breakdowns that required staff in the building to vacate and relocate. The demolition of the Massey Building is a separate project and none of the funds raised as part of this bond sale will be used towards its removal.

The new headquarters will be located on the County Government Center B-1 site next to the Herrity Building. The new facility will contain approximately 274,000 square feet of space, including eight occupied levels plus a two story mechanical penthouse, and include secure, adjacent structured parking, containing 853 spaces. It will be built to meet the fire and police department needs projected through 2030 and accommodate up to 725 employees compared to the approximately 463 in the Massey Building.

The total project estimate for the headquarters is currently $158.5 million. To date the County has allocated $8.52 million in funding toward for the project per the following: $3,000,000 from Fund 30070 Public Safety Construction as part of FY 2011 Third Quarter Review for initial design work; $5,000,000 Fund 30070 Public Safety Construction as part of the FY 2011 Carryover to support the construction document design phase and permitting; and $521,739 reallocated from the Public Safety Master Planning Project (general fund) to the headquarters project. As a result $150 million in project costs is currently estimated to be financed as part of this bond sale.

The Department of Public Works and Environmental Services Building Design and Construction Division issued bid documents on March 13, 2014 and bids were due on April 29, 2014. Upon determination and verification of the low bid contractor, the final contract amount will then be incorporated into the plan of finance in advance of the bond sale, which is currently scheduled for the week of June 9, 2014. The current construction timeline calls for work to begin in summer 2014 with substantial completion by late 2016 / early 2017. Agencies would then phase their move in during the spring / summer of 2017.

Workhouse Arts Center

The Workhouse Arts Center (Workhouse) is a 56-acre, historically important County landmark, owned by Fairfax County and situated on the site of the former Lorton prison operated by the District of Columbia. Originally constructed in the early 1900's, the former workhouse and reformatory is on the National Park Service's Register of Historic Places, and included the imprisonment of early suffragettes. The prison facility closed in 2001 and the following year it was part of a 2,440-acre purchase by Fairfax County from the federal government. As reflected in the bargain purchase price of $4.235 million, the federal sale of the total acreage set aside much of the land to parks and open space, and required the County to develop an adaptive re-use plan for the associated buildings. The County leased the 56-acre site to LAF, LLC (LAF) which

implemented the adaptive re-use plan on the Workhouse portion of this property in accordance with zoning proffers and other restrictions, restoring 10 historic buildings on the campus with a total of about 84,000 improved square feet. LAF incurred approximately $60 million in debt to Wells Fargo Bank, National Association (Wells), in order to renovate this property, and the debt burden proved to be unsustainable.

Although the debt was incurred by LAF, the County was not without financial exposure given certain contractual commitments; and, facing protracted and costly litigation concerning this debt, the Board of Supervisors took decisive action on January 14, 2014 to resolve this dilemma. Protecting more than $16 million previously invested by the County in the campus infrastructure and operations, the Board resolved all outstanding claims by negotiating the purchase of LAF's leasehold interest for $30 million while obtaining Wells' agreement to write off the remaining $30 million of outstanding debt- or half of the existing obligation. LAF has also reorganized into a new non-profit entity known as the Workhouse Arts Foundation (WAF) with the prospective commitment to operate debt-free on a self-sustaining basis with no further financial payments from the County.

As part of this settlement in January, the Board authorized a draw on the County's short-term Line of Credit with Bank of America, NA (BOA) in the amount of $30 million to provide interim financing for the acquisition of the leasehold interest. This draw was executed in January. After consultation with the County's Financial Advisor and Bond Counsel, staff recommends incorporating $30 million into the bond sale planned with the Public Safety Headquarters. The County would then provide repayment to BOA for the draw on the Line of Credit and achieve the goal of a long term permanent plan of finance.

School Board Central Administration Building

On December 6, 2004 the Board of Supervisors approved a plan of finance that provided funding for a Fairfax County Public Schools (FCPS) proposal to consolidate several administrative operations that had been occupied in space owned and leased by the School Board. Specifically, this plan allowed for the purchase of a five story office building with underground parking (and the underlying parcel), and an adjacent three acre parcel of vacant land. On December 16, 2004, FCPS approved the terms of a lease agreement with the County and agreed to provide payment on the annual debt service costs. On January 19, 2005 the County completed a bond sale to finance the acquisition of and improvement to the office building, and the adjacent three acre parcel of vacant land. This was the County's first use of the Master Trust Agreement for financing County facilities.

There is no new money sale component on this project, and only savings is sought from refunding outstanding debt on this series of bonds. There is currently $50 million outstanding principal on the bonds. The County in concert with its Financial Advisor has conducted a refunding analysis of the outstanding debt on these bonds. Assuming market conditions as of April 24, 2014, $41.5 million of these bonds meet the County's minimum savings threshold. At this level, the refunding would generate net present

value savings of approximately $4.5 million or 10.9 percent of the refunded par amount. Actual savings and actual total amount refunded will be dependent upon bond market conditions leading up to the day of the sale.

FISCAL IMPACT:
The estimated cost of construction including contingencies and associated costs for the Public Safety Headquarters is projected to be $150 million. The average annual debt service required to support these construction costs and capitalized interest is estimated at $11.1 million per year commencing in FY 2018. The Workhouse $30 million permanent plan of finance equates to estimated annual debt service costs of $2.2 million beginning in FY 2015. The amortization period for both projects is recommended to be twenty years of level principal which is consistent with other County capital projects. Based on market conditions as of April 24th, the refunding bond sale portion for the School Board Central Administration Building would generate net present value savings of approximately $4.5 million or 10.9 percent of the refunded par amount, which will reduce the annual debt service payments required from the School Board. The financing costs of these projects have been included as part of the County's out year financial forecast and debt ratio projections as cited in the FY 2015-2019 Adopted Capital Improvement Program.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution of Approval
Attachment 2: Bond Sale Schedule of Events
Attachment 3: Installment Purchase Contract
Attachment 4: Third Supplemental Trust Agreement
Attachment 5: Preliminary Official Statement (Available in the Office of the Clerk of the Board)
Attachment 6: Bond Purchase Agreement
Attachment 7: Continuing Disclosure Agreement

STAFF:
Susan W. Datta, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
James Patteson, Director, Department of Public Works and Environmental Services
Alan Weiss, Assistant County Attorney, Office of the County Attorney
Joseph LaHait, Debt Coordinator, Department of Management and Budget

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RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS FAIRFAX COUNTY FACILITIES REVENUE AND REFUNDING BONDS SERIES 2014 A AND REVENUE BONDS SERIES 2014 B (COUNTY FACILITIES PROJECTS), APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE CONTRACT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ALL FOR THE PURPOSE OF PROVIDING FOR THE FINANCING OF THE CONSTRUCTION AND IMPROVEMENT OF A PUBLIC SAFETY FACILITY, REFUNDING CERTAIN OUTSTANDING FAIRFAX COUNTY FACILITIES REVENUE BONDS (SCHOOL BOARD CENTRAL ADMINISTRATION BUILDING PROJECT PHASE I) AND THE PERMANENT FINANCING OF THE ACQUISITION OF THE LEASEHOLD INTEREST OF LAF, LLC IN THE WORKHOUSE ARTS CENTER; APPROVING THE FORM OF A THIRD SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND AUTHORIZING THE APPROVAL OF THE COUNTY TO SUCH AGREEMENT; MAKING A CONTINUING DISCLOSURE UNDERTAKING; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (the "Board") has determined to approve the construction and improvement of a 274,000 square foot facility to serve as a new public safety facility and an adjacent 850 space parking structure (the "Public Safety Facility Center"); and

WHEREAS, the Board has previously financed on an interim basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Rd, Lorton, VA 22079 (the "Leasehold Acquisition" and together with the Public Safety Facility Center, the "Projects") through a draw on the line of credit provided by Bank of America, N.A. (the "Bank") to the Fairfax County Economic Development Authority (the "EDA") for the benefit of Fairfax County, Virginia (the "County") established pursuant to the terms of a Master Credit Agreement by and among the Bank, EDA and the County; and

WHEREAS, the Board has determined to finance on a permanent basis the Leasehold Acquisition; and

WHEREAS, the EDA has previously issued its Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the 2005 A Bonds") under the Master Trust Agreement (hereinafter defined) for the purpose of financing the purchase and improvement of certain property for use by the Fairfax County School Board as an administration building; and

WHEREAS, the Board has determined to request EDA to refund certain outstanding 2005 A Bonds (the "Bonds to be Refunded") to achieve debt service savings (the "Refunding Plan"); and

WHEREAS, the Fairfax County Economic Development Authority ("EDA") has previously caused to be executed and delivered a master trust agreement, dated as of January 1, 2005 (the "Master Trust Agreement"), by and between EDA and a predecessor trustee to U.S. Bank National Association, as trustee (the "Trustee") pursuant to which the EDA may issue bonds to provide financing for the cost of acquiring, improving or constructing County facilities; and

WHEREAS, the County hereby requests EDA to consider a resolution authorizing the financing of the cost of the Public Safety Facility Center and the Leasehold Acquisition and the refunding of the Bonds to be Refunded by issuing bonds pursuant to Sections 208 and 209 of the Master Trust Agreement and a Supplemental Trust Agreement and approving the necessary documents to effect such financing and related transactions; and

WHEREAS, the Board has determined to approve the form of a third supplemental trust agreement (the "Supplemental Agreement") between EDA and the Trustee, supplementing the Master Trust Agreement, that will provide for the issuance of one or more series of Bonds, to be designated "Fairfax County Economic Development Authority Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "2014 A Bonds") and Fairfax County Economic Development Authority Facilities Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "2014 B Bonds" and together with the 2014 A Bonds, the "2014 Bonds")"; and

WHEREAS, there has been presented to the Board a proposed Installment Purchase Contract by the terms of which the EDA will sell to the County EDA's interest in the Public Safety Facility and Leasehold Acquisition, and the County will agree to make Basic Payments and Additional Payments (as defined in the Installment Purchase Contract) therefor, on the terms and conditions therein set forth, sufficient to pay the principal of and interest on the 2014 Bonds issued by EDA to pay the cost of the Projects, the refunding of the Bonds to be Refunded and related expenses; and

WHEREAS, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and Citigroup Global Markets, Inc., as representative of the underwriters for the 2014 Bonds chosen pursuant to County guidelines and regulations (the "Underwriters") and approved by the County, which provides for the sale of the 2014 Bonds to the Underwriters (the "Bond Purchase Agreement"); and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the 2014 Bonds, EDA, the County and the Public Safety Facility Center, the Leasehold Acquisition and the Refunding Plan (the "Preliminary Official Statement"); and

WHEREAS, the County will undertake primary responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and make a continuing disclosure undertaking in the form of the continuing disclosure agreement presented to the Board (the "Continuing Disclosure Agreement"); and

WHEREAS, the Board has duly reviewed and considered the forms of the Supplemental Agreement, the Installment Purchase Contract, the Preliminary Official Statement, the Bond

Purchase Agreement and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the County Executive and the Chief Financial Officer of the County (each a "Delegate") the power to approve the sale of the 2014 Bonds and the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. EDA is hereby requested to authorize and issue the 2014 A Bonds in an aggregate principal amount not to exceed $210,000,000 (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of financing the construction and improvement of the Public Safety Facility Center, as well as providing capitalized interest if necessary, as provided in the Master Trust Agreement and Supplemental Agreement on a date no later than December 31, 2016 and for the purpose of refunding the Bonds to be Refunded and 2014 B Bonds in an aggregate principal amount not to exceed $31,000,000 (which includes underwriting and net bond discounts, closing costs, and issuance expenses) for the purpose of financing the Leasehold Acquisition; such 2014 Bonds may be sold on a date no later than December 31, 2014 and are requested to be sold to the Underwriters pursuant to the terms of the Bond Purchase Agreement.

SECTION 2. The form of the Supplemental Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the 2014 Bonds, is hereby approved in such form and containing substantially the terms and provisions therein set forth.

SECTION 3. The form of the Installment Purchase Contract presented to this meeting be, and the same hereby is, approved, and the Chairman or Vice Chairman of the Board or a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County be, and they hereby are, authorized, directed and empowered to execute and deliver, under seal, in the name and on behalf of the County the Installment Purchase Contract in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Installment Purchase Contract, their execution thereof being conclusive evidence of such approval.

SECTION 4. The form of Bond Purchase Agreement presented to this meeting providing for the purchase of the 2014 Bonds, is hereby approved and the Chairman or Vice Chairman of the Board or a Delegate, as appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County the Bond Purchase Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Bond Purchase Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 5. The form of the Preliminary Official Statement is hereby approved and deemed "final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the Underwriters of the 2014 Bonds of a final Official Statement relating to the 2014 Bonds (the "Official Statement") is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the

form of the Preliminary Official Statement approved this day with such minor changes, insertions and omissions as may be approved by a Delegate.

SECTION 6. The form of the Continuing Disclosure Agreement presented to this meeting be, and the same hereby is, approved, and the Chairman or Vice Chairman of the Board or a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval.

SECTION 7. The execution and delivery by the Chairman or Vice Chairman of the Board or a Delegate of the Installment Purchase Contract, Bond Purchase Agreement and Continuing Disclosure Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 8. The members, officers and employees of the Board and the County, EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the 2014 Bonds, the Trust Agreement, the Supplemental Agreement, the Installment Purchase Contract, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the 2014 Bonds, the Trust Agreement, the Supplemental Agreement, the Installment Purchase Contract, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Agreement and also to do all acts and things required of them by the provisions of this Resolution.

SECTION 9. The officers of the Board and the County are authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 10. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 11. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 12. This resolution shall take effect immediately upon its adoption.

***DRAFT* Critical Path Events**
Fairfax County Economic Development Authority
Revenue and Refunding Bonds, Series 2014 (Public Safety Headquarters Building)

March 2014						
S	M	T	W	T	F	S
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April 2014						
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May 2014						
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June 2014						
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July 2014						
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Week of	Activity & Event	Responsible Party
February 24th	Tuesday, February 25th – County Executive Presents FY 2015 Advertised Budget Information Item (NIP) to BOS on EDA Bonds	FX FX-DPWES
March 17th	Monday March 17th – PSHQ Construction Bid Advertised Distribute selection letter to the County's underwriting pool	FX-DPWES PFM
April 1st	First draft of Bond Documents distributed	SA
April 7th	Proposals due from the County's underwriting pool	--
April 14th	Friday, April 18th – County Board Title due	FX-DMB
April 21st	Tuesday April 22nd – Bond Documents (Resolution, Installment Purchase Contract, POS, BPA) due for County Board Rating Agency materials (pptx) distributed	FX-DMB, SA FX-DMB, SA PFM FX-DPWES
April 28th	Tuesday April 29th – Receipt of Construction Bids (DPWES) Friday May 2nd – Post Bid Update to set PSHQ Bond Amount (DPWES)	FX-DPWES
May 12th	Finalize Rating Agency materials Draft Bond Documents sent to Rating Agencies Tuesday, May 13th – County Board Considers Bond Documents Documents needed for EDA Board Wednesday May 14th – Calls with Rating Agencies (Moody's & Fitch)	FX SA, FX FX-DMB, PFM PFM
May 19th	Tuesday, May 20th – EDA Considers Bond Documents Rating Agency discussions (format TBD) Wednesday May 21st – Call with Rating Agency (S & P)	FX-DMB FX-DMB, PFM
May 26th	*Monday, May 26th – Memorial Day Holiday*	
June 2nd	Receive bond ratings; confirm compliance with Add Bonds Test Friday June 6th – POS Posted, Bond Marketing	FX-DMB, PFM UW
June 9th	Wednesday June 11th – Negotiated Pricing (Final date TBD)	UW
June 23rd	Wednesday, June 25th – Finalize and Mail OS Finalize Closing Documents	SA SA, FX, PFM

Prepared by Public Financial Management

***DRAFT* Critical Path Events**
Fairfax County Economic Development Authority
Revenue and Refunding Bonds, Series 2014 (Public Safety Headquarters Building)

March 2014						
S	M	T	W	T	F	S
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April 2014						
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May 2014						
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June 2014						
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July 2014						
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27	28	29	30	31		

Legend:
FX = Fairfax County (DMB or DPWES)
PFM = Public Financial Management, Financial Advisor
SA = Sidley Austin, Bond Counsel
UW = Underwriter, TBD
UWC = Underwriter's Counsel

INSTALLMENT PURCHASE CONTRACT

between

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Seller,

and

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Purchaser,

relating to

FAIRFAX COUNTY
COUNTY FACILITIES PROJECTS

_____

Dated as of _____, 2014

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THIS INSTALLMENT PURCHASE CONTRACT dated as of ____, 2014 ("Contract") by and between the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Vienna, Virginia ("EDA"), and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia and having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the "County").

RECITALS:

In furtherance of the public purposes identified its Enabling Act and for the particular purpose of assisting the County to plan, develop, acquire, construct, improve, renovate and equip facilities for the benefit of the County, EDA has entered into a Master Trust Agreement (the "Master Trust Agreement"), dated as of January 1, 2005, with U.S. Bank National Association, as successor Trustee, pursuant to which EDA has authorized and may issue from time to time its Fairfax County Facilities Revenue Bonds in one or more series for the purpose of financing all or any portion of the cost of facilities for the County; provided that, among other things, the County shall have first entered into a Payment Agreement with EDA by the express terms of which the County is absolutely and unconditionally obligated to make payments to the Trustee for the account of EDA at times and in amounts sufficient for EDA to make timely payment of debt service on the Bonds.

EDA and the County have agreed that the construction of a ___-story 274,000 square foot office building for use as a public safety facility (the "Public Safety Facility Building") and a parking facility to serve the Public Safety Facility Building at _____ Fairfax, Virginia (collectively the "Public Safety Facility Property") and the permanent financing of the acquisition from LAF, LLC of its leasehold interest (the "LAF Leasehold Acquisition") in the Workhouse Arts Center located at 9601 Ox Rd., Lorton VA 22079 [(the "LAF Leasehold Acquisition Property" and together with the Public Safety Facility Property, the "Properties")] are worthy undertakings serving public purposes for the citizens of the County.

In furtherance of these public purposes and simultaneously with the execution and delivery of this Contract and the Master Trust Agreement, EDA has entered into a Third Supplemental Trust Agreement, dated as of _____, 2014, with U.S. Bank National Association, as trustee, pursuant to which EDA will issue its $_____ Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "2014 A Bonds") for the purpose of financing the improvement of the Public Safety Facility Property including the construction of the Public Safety Facility Building and parking garage and the refunding of certain outstanding Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the "Refunded 2005 A Bonds") and its $_____ Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "2014 B Bonds, and together with the 2014 A Bonds, the "2014 Bonds") for the purpose of providing permanent financing for the LAF Leasehold Acquisition.

Under this Contract, EDA will agree to make available to the County the proceeds of the 2014 Bonds for the improvement of the [Properties and the refunding of the Refunded 2005 A Bonds] and to sell its interests in the Projects to the County in consideration of the County's undertaking responsibility for the Projects and its agreement to pay a purchase price for the Project, and interest thereon, sufficient for EDA to pay timely the debt service on the 2014 Bonds.

It is the intention of the parties that this Contract meet all the requirements of a "Payment Agreement" under the Master Trust Agreement.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

SECTION 1.01. Definitions. In addition and exception to the terms defined above, the terms defined in this Article 1, for all purposes of this Contract and all agreements supplemental hereto, shall have the meaning specified below.

"**Additional Contract Payments**" shall have the meaning set forth in Section 4.01(b).

"Allocated Bonds" shall mean those 2014 A Bonds allocated by the County, in a certificate of a County Representative delivered to the Trustee, to the Public Safety Facility Property or the Refunded 2005 A Bonds, as the case may be, in an event referred to in Section 5.01(c) or (e)(3) hereof.

"**Basic Contract Payments**" shall have the meaning set forth in Section 4.01(a).

"**Bonds**" shall mean the 2014 A Bonds and the 2014 B Bonds and any additional revenue bonds issued by EDA in accordance with the Trust Agreement to provide additional funds for the Cost of the Projects or to refund Bonds issued and outstanding under the terms of the Trust Agreement. "Bonds" as used in this Contract shall not include "Bonds" as defined in the Master Trust Agreement that are not payable from Contract Payments under this Contract.

["**Buildings**" shall mean collectively the Public Safety Facility Building and the LAF Leasehold Acquisition Property.]

"**Contract**" shall mean this Installment Purchase Contract as the same may be supplemented and amended in accordance with the provisions hereof and the Trust Agreement.

"**Contract Payments**" shall mean the amounts, designated as Basic Contract Payments and Additional Contract Payments, payable by the County to or for the account of EDA pursuant to this Contract.

"**Cost**" shall have the meaning set forth in Section 403 of the Master Trust Agreement.

"**County Executive**" shall mean the chief administrative officer of the County at the time being.

"**County Representative**" means each of the persons at the time designated to act on behalf of the County by written certificate furnished to the Trustee containing the specimen signature of such persons and signed on behalf of the County by an authorized officer of the County.

"**Default**" shall mean any condition or event which constitutes or would, after notice or lapse of time, or both, constitute an Event of Default.

"**Due Date**" shall mean the last date on which payment is due without penalty, premium or interest.

"**Effective Date**" shall mean the date of delivery of the 2014 Bonds.

"**Enabling Act**" shall mean Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

"**Event of Default**" shall have the meaning set forth in Section 12.01.

"**Event of Non-Appropriation**" shall have the meaning set forth in Section 12.03.

"Interest" shall mean interest on the Purchase Price of the Project. Such interest shall include interest at the same rates payable on the same dates as the interest payable by EDA on the Bonds.

"LAF Leasehold Acquisition" shall mean the leasehold acquisition in the Workhouse Arts Center purchased from LAF, LLC.

["LAF Leasehold Acquisition Property" shall mean the approximately __ acres of land and all improvements, including the Workhouse Arts Center located in Lorton, Virginia.]

"**Late Charge Rate**" shall mean the true interest cost rates on the Bonds plus one percent (1%).

"**Master Trust Agreement**" shall mean the Master Trust Agreement, dated as of January 1, 2005, as generally amended and supplemented from time to time, including by the Third Supplemental Trust Agreement, dated as of _____, 2014 and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. "Master Trust Agreement" shall also include Supplemental Trust Agreements, as supplemented and amended, each between EDA and the Trustee, entered into in connection with the issuance of additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Properties.

"**Net Proceeds**" when used with respect to any insurance or condemnation award, shall mean the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all out-of-pocket expenses of the parties to this Contract incurred in the collection of such gross proceeds.

"**Notice**" shall have the meaning and must be given in the manner set forth in Article XIII.

"**Payment of the Allocated Bonds**" shall mean payment of the principal of and interest on all the Allocated Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under Section 1301 of the Trust Agreement.

"**Payment of the Bonds**" means payment of the principal of and interest on all the Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under Sections 1301 of the Trust Agreement.

"**Permitted Encumbrances**" shall have the meaning set forth in Exhibit B.

"**Projects**" shall mean the construction of the Public Safety Facility Building and the LAF Leasehold Acquisition.

["**Properties**" shall mean collectively the Public Safety Facility Building Property and LAF Leasehold Acquisition Property.]

"Public Safety Facility Building" shall mean the ___-story, 274,000 square foot office building and related parking garage to be constructed on the Public Safety Facility Property, as the same may be improved as part of the Project.

"**Public Safety Facility Property**" shall mean the approximately __ acres of land and all improvements, including the Public Safety Facility Building located at _____.

"Purchase Price" shall mean an amount equal to the principal amount of the 2014 Bonds and any additional Bonds.

"**Refunded 2005 A Bonds**" shall mean certain outstanding Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) refunded by a portion of the proceeds of the 2014 A Bonds.

"**Third Supplemental Trust Agreement**" shall mean the Third Supplemental Trust Agreement, dated as of _____, 2014, between EDA and the Trustee, as the same may be supplemented and amended as permitted thereby.

"**State**" shall mean the Commonwealth of Virginia.

"**Supplemental Trust Agreement**" shall mean any amendment or supplement to the Master Trust Agreement permitted thereby, including the Third Supplemental Trust Agreement.

"Term" shall mean the period of time commencing on the Effective Date and ending upon the Payment of the Bonds.

"**Termination of this Contract**" shall mean the expiration and any sooner termination of this Contract pursuant to any of the provisions of this Contract.

"**Trust Agreement**" shall mean the Master Trust Agreement as generally amended and supplemented from time to time, including by the Third Supplemental Trust Agreement, dated as of _____, 2014, and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. "Trust Agreement" shall not include Supplemental Trust Agreements entered into in connection with the issuance of additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Properties.

"**Trustee**" shall mean the trustee at the time being under the Master Trust Agreement and all Supplemental Trust Agreements. U.S. Bank National Association, is the successor Trustee under the Master Trust Agreement and the Third Supplemental Trust Agreement.

"**2014 A Bonds**" shall mean EDA's $_____ Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects).

"2014 B Bonds" shall mean EDA's $_____ Fairfax County Facilities Revenue Bonds Series 2014 A (Federally Taxable) (County Facilities Projects).

"**2014 Bonds**" shall mean the 2014 A Bonds and 2014 B Bonds.

SECTION 1.02. Interpretation.

(a) **References Hereto.** The terms "hereby", hereof", "herein", "hereunder" and any similar terms, refer to this Contract.

(b) **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) **Examples.** The use of the term "including" or "include" or of examples generally, shall mean without limitation to the specific examples provided.

(d) **Person; Owner.** Unless the context shall otherwise indicate, "person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and "owner" when used herein with respect to Bonds shall mean the registered owner of Bonds at the time issued and outstanding under the Trust Agreement.

(e) **Redemption.** Words importing the redemption or calling for redemption of the Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

(g) **Articles; Sections.** All references herein to particular articles or sections are references to articles or sections of this Contract unless some other reference is established.

(h) **Table of Contents**. The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Contract or as supplemental thereto or amendatory thereof.

(i) **Trust Agreement Controls.** Any inconsistency between the provisions of this Contract and the provisions of the Trust Agreement shall be resolved in favor of the provisions of the Trust Agreement.

ARTICLE II.

ISSUANCE OF BONDS; COST OF THE PROJECT

SECTION 2.01. Agreement to Issue the 2014 Bonds. At the request of the County, EDA agrees that it will use its best efforts to issue, sell and deliver to the purchasers thereof at one time or from time to time (i) the 2014 A Bonds and the 2014 B Bonds pursuant to Section 208 of the Trust Agreement for the purpose of paying the Cost of the Projects, (ii) the 2014 A Bonds to finance the refunding of the Refunded 2005 A Bonds, (iii) additional Bonds pursuant to Section 208 of the Trust Agreement for the purpose of paying all or any portion of the Cost of the Projects in excess of the funds available for the purpose from the proceeds of the 2014 Bonds or (iv) refunding Bonds pursuant to Section 209 of the Trust Agreement for the purpose of refunding any 2014 Bonds or additional Bonds issued under (ii) above or a combination of such purposes. The proceeds of the 2014 Bonds shall be delivered to the Trustee for application in accordance with the Trust Agreement and the Second Supplemental Trust Agreement.

SECTION 2.02. Disbursements from Construction Subfund**.** EDA and the County hereby agree that the money in the Construction Subfund under the Trust Agreement shall be applied to the payment of the [Cost of the Projects], and otherwise as provided in accordance with Article IV of the Trust Agreement, and, pending such disbursement, such money shall be invested and reinvested in accordance with Article VI of the Trust Agreement.

SECTION 2.03. No Sufficiency Warranty by EDA; Limited Liability of County**. EDA DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEY THAT WILL BE PAID INTO THE CONSTRUCTION SUBFUND OR ANY ACCOUNT THEREIN WILL BE SUFFICIENT TO PAY THE COST OF THE PROJECTS.** The obligation of the County under this Contract to pay the Cost of the Projects will be limited to the proceeds of the 2014 A Bonds, 2014 B Bonds and any additional Bonds described in Section 2.01(ii) above deposited to the credit of the [2014 A Public Safety Facility Project Account or the 2014 B Leasehold Acquisition Project Account in the Construction Subfund], the investment earnings thereon and any other investment earnings on the funds and accounts held by the Trustee under the Trust Agreement and transferred to the 2014 A Public Safety Project Account or the 2014 B Leasehold Acquisition Project Account in the Construction

Subfund. The County agrees, however, that if, after exhaustion of the moneys in the Construction Subfund, the County should pay or cause to be paid any portion of the Cost of the Project, it shall not be entitled to any reimbursement therefor from EDA or from the Trustee (other than from the proceeds of additional Bonds issued under and in accordance with the provisions of the Trust Agreement and Section 2.01 above), or diminution or postponement of the payments to be made pursuant to Article 4 of this Contract.

SECTION 2.04. Third Party Beneficiaries**.** Except as provided by Section 10.06 with respect to the Trustee and the owners of the Bonds and except as provided in Section 14.04 with respect to individual and corporate rights to exemption from liability, it is not the intention of the parties to constitute any other person a beneficiary of this Contract or any of its provisions.

ARTICLE III.

SALE OF THE PROJECT

In consideration of the mutual promises contained herein, the sum of Ten Dollars ($10) paid by the County to EDA and the net proceeds of the 2014 Bonds paid to the bond registrar under the Trust Agreement for the account of EDA, receipt of which is hereby acknowledged, EDA hereby sells to the County, and the County hereby purchases from EDA, on the Effective Date the [Projects] as they exist at such time, situate, lying and being in the County of Fairfax, and more particularly bounded and described in Exhibit A together with the easements and other rights and interests described in Exhibit A,

SUBJECT to the Permitted Encumbrances specified in Exhibit B.

ARTICLE IV.

PAYMENTS

SECTION 4.01. Payments.

(a) Basic Contract Payments. (i) The County shall be obligated to pay to EDA the Purchase Price of the Projects in installments, with Interest thereon, in accordance with the provisions of this Contract. The Purchase Price and the Interest thereon shall be paid as Basic Contract Payments in the respective amounts, not less than one business day prior to their respective Due Dates, shown in Schedule 1, beginning with the business day immediately prior to the first Due Date.

(ii) The County may, at its option, prepay the Purchase Price, in whole or in part, on any Due Date on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of the Bonds in accordance with their terms. EDA shall comply, or provide in the Trust Agreement securing the Bonds for compliance, with such directions. Upon such purchase and cancellation, redemption or defeasance, EDA shall credit the principal amount of the Bonds so cancelled, redeemed or defeased against the Purchase Price

and reduce the Basic Contract Payments otherwise payable in accordance with Schedule 1 by an amount equal to the sum of (X) the principal amount of the Bonds so purchased and cancelled, redeemed or defeased, (Y) the interest on the Bonds so purchased and cancelled, redeemed or defeased and as a result of such prepayment and (Z) the interest that would have accrued on such Bonds so redeemed or defeased but for such prepayment and redemption or defeasance. EDA and the County shall revise Schedule 1 appropriately to reflect such reductions in Basic Contract Payments.

(iii) EDA shall credit appropriately against the Purchase Price and Interest, and reduce the Basic Contract Payments otherwise payable on each Due Date, by the amount of any investment income (X) realized from the investment and reinvestment of Bond proceeds and Basic Contract Payments or other amounts or reserves derived from Bond proceeds or Basic Contract Payments and set aside or pledged to the Bonds and (Y) applied, or to be applied, to the payment of principal or interest and any redemption premiums on Bonds.

(iv) EDA shall also credit appropriately against the Purchase Price and Interest and reduce the Basic Contract Payments by, in accordance with any directive by the County consistent with the terms of this Contract, amounts described by the provisions of this Contract, including without limitation, Sections 5.01(c), (d), and (e)(5) and 12.04.

(b) Additional Contract Payments. The County shall also pay to or for the account of EDA as Additional Contract Payments for the Projects all other amounts (other than Basic Contract Payments) payable by the County to EDA under this Contract, including, without limitation, any amounts due to EDA under Section 4.02.

All Additional Contract Payments shall be payable in accordance with the provisions of applicable Sections of this Contract.

SECTION 4.02. Expenses. The County will pay as Additional Contract Payments:

(1) all reasonable fees and expenses of the Trustee and, to the extent permitted by law, the costs and expenses of holding the Trustee harmless, to the extent permitted by law, against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Trust Agreement;

(2) all reasonable fees and expenses of the bond registrar, any depository and any paying agent appointed under the Trust Agreement; and

(3) all reasonable expenses of EDA allocable to this Contract and the Bonds, including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing of the Cost of the Project, the preparation of this Contract and the Trust Agreement, any expenses payable by EDA under the Trust Agreement allocable to the Bonds, and not otherwise payable by the County under this Contract, and, to the extent permitted by law, the costs and expenses of holding EDA harmless, to the extent permitted by law against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by EDA and arising out of or in connection with this Contract or the Bonds or the Trust Agreement.

SECTION 4.03. Form of Payment. All Contract Payments payable to or for the account of EDA pursuant to this Contract shall be paid to or for the account of EDA in funds that shall be available in cash for payment or investment on the respective Due Dates of such Contract Payments.

SECTION 4.04. Net Contract. The County shall pay to EDA all Contract Payments payable to EDA free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever except as otherwise expressly provided in Section 4.01(a), and under no circumstances or conditions shall EDA be expected or required to make any payment of any kind with respect to the [Properties] or be under any obligation or liability hereunder, except as provided in this Contract and the Trust Agreement. In addition, and not in limitation of the foregoing, but subject to the provisions of Section 5.01, as between the County and EDA, the County shall be responsible for payment for all costs of operating, maintaining and repairing the [Properties], including the costs and expenses for sewer, water, gas, electric, telephone, fuel and other utilities used or consumed in or at the [Properties].

SECTION 4.05. Late Charges. Unless otherwise expressly provided to the contrary herein, in the event that payment of any (i) Basic Contract Payment required to be paid hereunder shall become overdue for one business day beyond the date on which it is due and payable as provided in Section 4.01(a) or (ii) Additional Contract Payments required under this Contract shall become overdue for forty-five (45) days, the sums so overdue shall be payable with interest at the Late Charge Rate (computed on a 360 day year) from the date on which payment was originally due to the date until such sum is paid in full. No grace period or notice requirement shall be applicable to the preceding sentence or the application of interest therein and no failure by EDA to insist upon the strict performance by the County of the County's obligations to pay any late charge shall constitute a waiver by EDA of its right to collect the same or to enforce the provisions of this Article in any instance thereafter occurring. The provisions of this Section 4.05 shall not be construed in any way to extend the grace periods or notice periods provided in Article XIII hereof or otherwise provided in this Contract.

SECTION 4.06. Obligations of County Subject to Appropriation. The obligations of the County to make Contract Payments under this Contract are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such Contract Payments can be made. The County shall not be liable for any amounts that may be payable pursuant to this Contract unless and until such funds have been so appropriated for payment and then only to the extent thereof. It is understood and agreed by the parties hereto that nothing in this Contract shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any Contract Payments to be made by the County hereunder. This Contract shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

SECTION 4.07. County Budget. The County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "County Services Facilities Projects Payments" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make the Contract Payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this

Contract during such fiscal year. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

ARTICLE V.

REPAIRS

SECTION 5.01. County's Obligation to Maintain and Repair Properties.

(a) Maintenance and Repairs. Except as otherwise provided in this Section 5.01, as between the County and EDA, the County, at its sole cost and expense, throughout the Term, shall keep and maintain the [Properties] in good and safe order and condition in accordance with industry standards, including without limiting the generality of the foregoing, the roofs, all railings and gutters, water, sewer and gas connections on or adjacent to or directly or indirectly servicing the [Properties], pipes and mains on or adjacent to or directly or indirectly servicing the [Properties] and all other fixtures, machinery and equipment and shall make all repairs thereto, therein and thereon, interior and exterior, necessary to keep the same in good and safe order and condition, howsoever the necessity or desirability therefor may occur, and whether necessitated by wear and tear or otherwise; provided, however, that the County's obligations with respect to restoration resulting from a casualty shall be as provided in this Section 5.01 and Section 5.02 hereof. The County shall not commit or suffer, and shall use all reasonable precaution to prevent, waste, damage, or injury to the [Properties]. When used in this Section 5.01 the terms "repairs" and "restoration" shall include all required replacements, additions and alterations.

(b) County to Repair Damage. In the event the [Properties] or any portion thereof is damaged or destroyed by fire, flood or other casualty, the County shall, except as otherwise provided in subsection (c), proceed forthwith to repair, reconstruct and restore the damaged Properties as and to the extent the County shall deem appropriate under the circumstances and will apply the Net Proceeds of any insurance relating to such damage or destruction received by the County to the payment or reimbursement of the costs of such repair, reconstruction and restoration.

Net Proceeds of any insurance relating to such damage or destruction shall be paid directly to the County for disbursement or use, and the County shall apply such Net Proceeds received solely to, and shall complete, to the extent the County shall deem appropriate, the repair, reconstruction and restoration of the [Properties], whether or not the Net Proceeds of insurance received by the County for such purposes are sufficient to pay for the same.

(c) Circumstances Under Which County May Not Repair Damage. [In the event that the [Properties] or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not

to repair, reconstruct or restore the [Properties], provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other moneys, if any, shall be applied to defease the lien of the Third Supplemental Trust Agreement securing the 2014 Bonds in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance. Alternatively, if the County shall determine that the destruction is limited to the Public Safety Facility Property or to the LAF Leasehold Acquisition Property, it shall constitute compliance with the provisions of this subsection (c) if the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds or the 2014 B Bonds, as applicable and shall be so applied.]

(d) Surplus Net Proceeds of Insurance. Upon completion of the repair, reconstruction and restoration pursuant to subsection (b), any excess moneys from the Net Proceeds of insurance over and above the costs of such repair, reconstruction and restoration shall be paid by the County to EDA and shall be applied as a credit to Basic Contract Payments becoming due thereafter as designated in writing by the County. In the event that all the Bonds are defeased pursuant to subsection (c), any remaining Net Proceeds shall be paid to or retained by the County.

(e) Condemnation.

(1) In the event that the Properties or any portion thereof is condemned or taken for any public or quasi-public use and title thereto vests in the party condemning or taking the same, the County shall determine in writing whether the Properties can be repaired, reconstructed and restored to such an extent that the utility of the Buildings, or either of them, can be largely maintained, restored or replaced and shall furnish copies of such determination to EDA.

(2) If the County shall determine in accordance with paragraph (1) of this subsection that the utility of the Buildings, can be maintained, restored or replaced following such taking, the Net Proceeds resulting from such taking shall be paid directly to the County and applied as hereinafter provided in this paragraph. The County agrees that, to the extent permitted by law, it will forthwith repair, reconstruct and restore the Properties, as nearly as shall be practicable, to substantially the same or an improved condition or utility as existed prior to the taking and will to the extent necessary apply the Net Proceeds of any condemnation award relating to such condemnation received by the County to the payment or reimbursement of the costs of such repair, reconstruction and restoration. It is further understood and agreed that, if the County shall determine that the Properties can be repaired, reconstructed and restored to such an extent that utility of the Buildings, or either of them, can be largely maintained, restored or replaced, the County shall complete the repair, reconstruction and restoration of the Properties, whether or not the Net Proceeds of the condemnation award received by the County for such purposes are sufficient to pay for the same.

(3) If the County shall determine in accordance with paragraph (1) of this subsection that the utility of the Buildings cannot be maintained, restored or replaced following such taking, the Net Proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such Net Proceeds and all amounts held under the Trust Agreement and available for the purpose, for the Payment of the Bonds. Alternatively, if the County shall determine that the taking is limited to the Public Safety Facility Property or to the LAF Leasehold Acquisition Property, it shall constitute compliance with the provisions of this paragraph (e)(3) if the Net Proceeds payable as a result of such taking together with other moneys held for the payment of or as security for the Bonds issued to finance the Project and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds or the 2014 B Bonds, as applicable and shall be so applied.

(4) EDA shall cooperate with the County in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Properties or any part thereof.

(5) Any excess moneys from the Net Proceeds of a taking over and above the costs of repair, reconstruction and restoration prosecuted to completion in accordance with paragraph (2) of this subsection shall be paid by the County to EDA and applied as a credit against the Purchase Price and reduce the Basic Contract Payments becoming due thereafter as designated in writing by the County. In the event of Payment of the Bonds in accordance with paragraph (3) of this subsection, any remaining Net Proceeds shall be retained by or paid to the County.

SECTION 5.02. County's Assumption of the Maintenance and Management of the Properties. EDA shall have no duty or obligation to make any alteration, change, improvement, replacement, restoration or repair to, or to demolish, the whole or any part of the Properties. Except as otherwise provided in Section 5.01 hereof, as between the County and EDA, the County assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Properties.

ARTICLE VI.

INSURANCE

The County shall procure and pay the requisite premiums for, and maintain during the Term of this Contract, the insurance described in Schedule 2 of this Contract. Such insurance shall be placed in effect on the Effective Date. The insurance policies required by this Contract and described in Schedule 2 shall name the Trustee as an additional named insured and shall provide that the policies shall not be changed or terminated without forty-five (45) days prior written notice to the EDA and the Trustee. Nothing in this Contract shall prohibit the County from self-insuring against any one or more of the liabilities, perils or circumstances described in Schedule 2 if such insurance shall not be available on terms that, in the opinion of the Manager of the Risk Management Division of the Office of Finance of the County, are commercially reasonable. If the County self insures against any one or more of the liabilities, perils or

circumstances described in Schedule 2 it is understood that other parties cannot be named as an additional named insureds.

ARTICLE VII.

TITLE; LIENS

SECTION 7.01. Title. As between the County and EDA, fee title to the Projects shall vest in the County on the Effective Date in accordance with the provisions of Article III.

SECTION 7.02. No Impairment of EDA's Interests. Except for Permitted Encumbrances, the County shall not create or cause or, due to the County's negligence or willful misconduct, suffer to be created, and shall cause its transferees to covenant not to create or suffer to be created, any lien, encumbrance or charge upon this Contract, the [Properties], or any part of any of them, or EDA's income derived from this Contract.

SECTION 7.03. County to Pay or Contest, Taxes, etc. Notwithstanding the provisions of Section 7.02 hereof, the County shall not be required to pay any tax, levy, charge, fee, rate, assessment or imposition to remove any lien described in Section 7.02, pay or otherwise satisfy and discharge its obligations, demands and claims against it or to comply with any lien, law, ordinance, rule, order, decree, decision, regulation or requirement so long as the County shall contest, in good faith and at its cost and expense, in its own name and behalf, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, levy, charge, fee, rate, assessment, imposition, obligation, indebtedness, demand, claim or lien so contested, and the sale, forfeiture, or loss of the [Properties] or any part thereof, provided, that no such contest shall subject EDA to the risk of any liability. While any such matters are pending, the County shall not be required to pay, remove or cause to be discharged the tax, levy, charge, fee, rate, assessment, imposition, obligation, indebtedness, demand, claim or lien being contested unless the County agrees to settle such contest. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the County to settle such contest), and in any event the County, to the extent permitted by law, will save EDA harmless from and against all losses, judgments, decrees and costs (including attorneys' fees and expenses in connection therewith) as a result of such contest and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interests, costs and expenses thereon or incurred in connection therewith.

ARTICLE VIII.

REPRESENTATIONS

SECTION 8.01. County Representations.

(a) Project. As between EDA and the County, the County represents that the County is fully familiar with the Project and the physical conditions thereof and the status of title thereto.

Except as expressly provided in this Contract, the County warrants that no representations, statements or warranties, express or implied, have been made by or on behalf of EDA in respect of the Project including the physical condition thereof, the status of title to the Properties, the availability of utilities or other infrastructure thereon or any facts, conditions, laws, regulations, rules or orders applicable thereto, now or in the future affecting the Properties, or the use that may be made of the [Properties], and that the County has relied on no such representations, statements or warranties, and that EDA shall in no event whatsoever be liable for any latent or patent defects in the Project or the Properties.

(b) Tax Representations.

(1) Except as permitted in this Section, the County represents that it shall not use, or permit the use of, any portion of the Public Safety Facility Property by any person or entity for any private business use, other than a state or local governmental unit. For purposes of this subsection, the term "use" shall include the transfer of title or lease of all or any portion of the Public Safety Facility Property, or operation of or the provision of services with respect to all or any portion of the Public Safety Facility Property, or any contract for the management or operation of the [Properties] that does not conform to the guidelines set forth in Revenue Procedure 97-13, as such guidelines may be modified by the Internal Revenue Code of 1986, as amended (the "Code"), and regulations and procedures adopted pursuant thereto, or any contract or other arrangement permitting the use of all or any portion of the Public Safety Facility Property on a basis other than as a member of the general public.

(2) The County may use, or permit the use of, any portion of the Public Safety Facility Property by any person or entity that is not a state or local governmental unit or other "exempt person" as defined in the Code for any private business use, provided, that (i) the County shall not more than sixty (60) nor less thirty (30) days prior to the effective date of such proposed use, furnish or cause to be furnished to EDA a written description of the nature, scope and duration of such proposed use, the person or entity to be engaged in such proposed use and a copy of the proposed agreement between the County, or any transferee of the County, and such person or entity establishing the terms and conditions of such proposed use, and (ii) an attorney at law or a firm of attorneys, designated by EDA, of nationally recognized standing in matters pertaining to the exclusion of interest on bonds issued by states and their political subdivisions from gross income for federal income tax purposes, shall, on or prior to the effective date of such proposed use, have delivered to EDA an opinion, reasonably satisfactory in form and substance to EDA, to the effect that such proposed use will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02. Representations re Authorization. EDA and the County each represent to the other that it has full power and authority to enter into this Contract, and that when executed and delivered by it, this Contract shall have been duly authorized by all necessary corporate action and all necessary consents obtained and that this Contract shall be a valid and binding obligation.

ARTICLE IX.

EDA NOT LIABLE FOR INJURY OR DAMAGE, ETC.

SECTION 9.01. No Liability of EDA for Injury. To the fullest extent permitted by law, EDA shall not be liable for any injury or damage to any property or any person, happening on, in or about the [Properties] and its appurtenances, nor for any injury or damage to the [Properties] or to any property belonging to the County or any other person which may be caused by any fire, breakage or other event, or by the use, misuse or abuse of the [Properties] or area adjacent thereto (including, but not limited to, the common and public facilities, elevators, hatches, openings, installations, stairways or hallways, on or within the [Properties]) or which may arise from any other cause whatsoever, unless caused by the gross negligence or an intentional act of EDA in its capacity as landlord of the [Properties] or its agents or employees in their capacities as agents or employees.

SECTION 9.02. No Liability of EDA for Utility Failure, Weather, Leaks, Etc. EDA shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or person or to the [Properties] caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or other storms or disturbances, leakage of gasoline or oil from pipes, appliances, sewer or plumbing works, or from any other place.

ARTICLE X.

SPECIAL COVENANTS; COUNTY OPTIONS

SECTION 10.01. Power to Contract. EDA covenants that it has the right to make this Contract for the Term. The County may seek to enforce its rights under this Contract by any appropriate remedial action at law or in equity.

SECTION 10.02. EDA Right of Access. The County agrees that EDA, the Trustee and their or either of their duly authorized agents shall have the right, at all reasonable times with reasonable prior notice and subject to the rights of subtenant's under their respective subleases, to enter upon the [Properties] and to examine and inspect the Projects.

SECTION 10.03. Release of Portions of the Properties. (a) Notwithstanding any other provisions of this Contract, the parties hereto reserve the right at any time and from time to time to amend this Contract for the purpose of effecting the release and removal from the provisions of this Contract of any part of the [Properties] with respect to which the County or a transferee of the County proposes to convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for the [Properties] or any of them; provided,

that if at the time any such amendment is made, any of the Bonds is outstanding and unpaid there shall be deposited with the Trustee the following:

(1) A copy of the amendment or easement as executed;

(2) A resolution of the Board of Supervisors of the County (i) stating that the County is not in default under any of the provisions of the Trust Agreement and EDA is not to the knowledge of the County in default under any of the provisions of this Contract, (ii) giving an adequate legal description of that portion of the [Properties] to be released, and (iii) stating the purpose for which the County desires the release;

(3) A certificate showing that EDA has approved such amendment and stating that EDA is not in default under any of the provisions of this Contract; and

(4) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the release, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of the Projects as a mental health facility or neighborhood community center as appropriate and in the case of the land that constitutes a portion of the Public Safety Facility Property or to the LAF Leasehold Acquisition Property will not destroy the means of ingress thereto and egress therefrom.

(b) Notwithstanding any other provisions of this Contract, the County may sell or otherwise dispose of its interest in any unimproved parts of the [Properties] (on which neither the Buildings or the utilities that serve them are located); provided, that if at the time any such sale or other disposition is proposed, all or any of the Bonds is outstanding and unpaid, there shall be deposited with the Trustee the following:

(1) The documents described in clauses (1), (2) and (3) above;

(2) An amount equal to $2,000,000 per acre or any fraction thereof of the land being disposed.

(3) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the disposition, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of Buildings as mental health facilities or a neighborhood community center, as applicable, and will not destroy the means of ingress thereto and egress therefrom.

SECTION 10.04. Granting of Easements. The County and its transferees may at any time or times (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Properties (collectively, "Easements") or (ii) release existing Easements and with or without consideration and upon such terms and conditions as the County shall determine, and the County and any transferee may execute and deliver any instrument necessary or appropriate to confirm to grant or release any such Easement provided, however, that neither the County nor its transferees will effect any such grant or release which will materially adversely affect the usefulness of the Public Safety Facility Property as a site for public safety facilities or the [LAF Leasehold Property as a site for a _____.]

SECTION 10.05. Assignment, Leasing and Subleasing. Neither this Contract nor the rights and obligations of the County under this Contract shall be assigned in whole or in part without the consent of EDA. With EDA's consent, this Contract may be assigned in whole or in part, and the Properties may be further conveyed, leased or subleased as a whole or in part, by the County subject, however, to each of the following conditions:

(1) No assignment, conveyance, lease or sublease shall relieve the County from primary liability for any of its obligations hereunder, and in the event of any such assignment, conveyance, lease or sublease, the County shall continue to remain primarily liable for payment of the Contract Payments specified in Article 4 and for performance and observance of the other agreements on its part herein provided to be performed and observed by it; and

(2) The assignee, transferee, lessee or sublessee, if not an affiliate under the direct or indirect control of the County, shall assume the obligations of the County hereunder, arising from and after the effective date of such assignment, other than the County's obligations under Article 4, to the extent of the interest assigned, conveyed, leased or subleased, and such assignment, lease or sublease shall be subject to all the terms and conditions of this Contract; and

(3) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the EDA and to the Trustee a true and complete copy of each such assignment, conveyance, lease or sublease, as the case may be.

SECTION 10.06. Assignment of Contract by EDA. EDA shall assign its interest in and pledge all moneys receivable under this Contract, other than the Additional Contract Payments payable by the County under Section 4.01(b) and described in Section 4.02, to the Trustee pursuant to the Trust Agreement as security for payment of the principal of and the interest and any redemption premium, if any, on the Bonds. The County hereby consents to and acknowledges such assignment and consequently shall make all Basic Contract Payments and payments to be credited against Basic Contract Payments directly to the Trustee for the account of EDA.

SECTION 10.07. County Options to Terminate. The County may terminate the Term by paying to the Trustee, for the account of EDA, for deposit in the Debt Service Subfund under the Trust Agreement an amount that will be sufficient to purchase, redeem or defease all the outstanding Bonds in accordance with the provisions of Articles III, V and XIII of the Trust Agreement, and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

ARTICLE XI.

USE AND MANAGEMENT OF PROPERTIES

SECTION 11.01. Permitted Use. The County shall use, or cause to be used, the [Properties] for public purposes permitted by the Enabling Act. The County shall not use, or suffer any one else to use, the [Public Safety Facility Property] for other than public purposes permitted by the Enabling Act. Except as permitted by Section 8.01(b), there shall be no occupation or use of the [Public Safety Facility Property] by the County or any one else for any

purpose other than as authorized by this Section, without the written consent of EDA and counsel to EDA.

SECTION 11.02. No Illegal or Hazardous Use. The County shall not use or occupy, nor permit or suffer the Properties or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, or for any disreputable, dangerous, noxious or hazardous business, use or purpose, or in such manner as to constitute a nuisance of any kind (public or private) by reason of odors, fumes, dust, smoke, noise or other pollution, or for any purpose or in any way in violation of the certificate of occupancy or of any applicable rules or regulations, or which may make void or voidable any insurance then in force on the [Properties]. Upon the discovery of any such unlawful, illegal, disreputable or hazardous use, the County shall immediately take all necessary steps, legal and equitable, to compel the discontinuance of such use.

SECTION 11.03. Properties Management. Nothing in this Contract shall constrain the County and its transferees and their lessees and sublessees and licensees from contracting for management, cleaning, maintenance, food, professional instruction or other services for the [Properties], or portions of them, and enter into an agreement or agreements therefor, subject to the provisions of Section 8.01(b).

ARTICLE XII.

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

SECTION 12.01. Events of Default. Subject to the provisions of Section 12.03, each of the following events shall be an "Event of Default" hereunder:

(1) subject to the provisions of Section 12.03, if the County shall fail to make any Basic Contract Payment or any part thereof on the due date thereof and such failure shall continue for one business day; or

(2) subject to the provisions of Section 12.03, if the County shall fail (i) to maintain or cause to be maintained the insurance required by Article VI, or (ii) to make any Additional Contract Payment, or any other payment under this Contract, required to be paid by the County hereunder for a period, after notice thereof from EDA to the County, of forty-five (45) days; or

(3) subject to the provisions of Section 12.02, if the County shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements of this Contract or any representation, and such failure or misrepresentation shall continue for a period of ninety (90) days after written notice thereof by EDA to the County specifying such failure (unless such failure or misrepresentation requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such ninety (90) day period, in which case no Event of Default shall be deemed to exist as long as the County shall have commenced curing the same within such ninety (90) day period and shall diligently and continuously prosecute the same to completion); or

(4) if the County shall admit, in writing, that it is unable to pay its debts as such become due or shall make an assignment for the benefit of creditors; or

(5) if the County shall file a voluntary petition in bankruptcy or the County shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the County or of all or any substantial part of the [Properties] or any interest of the County therein; or

(6) if within ninety (90) days after the commencement of any proceeding against the County seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of the County, of any trustee, receiver or liquidator of the County or of all or any substantial part of the Properties or any interest of the County therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated.

SECTION 12.02. Force Majeure**.** The foregoing provisions of Section 12.01(3) are subject to the following limitations: if by reason of Force Majeure, the County is unable in whole or in part to carry out any of its agreements herein contained, failure of the County to carry out any such agreements, shall not be deemed an Event of Default under Section 12.01(3) during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term "Force Majeure" shall mean, without limitation, the following:

(1) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials (other than the County), or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; droughts; floods; washouts; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(2) any cause, circumstance or event not reasonably within the control of the County.

The County agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the Force Majeure preventing it from carrying out its agreements; provided, that the settlement of any disputes of any nature shall be entirely within the discretion of the County, and the County shall not be required to make settlement or any such disputes by

acceding to the demands of the opposing party or parties when such course is, in the judgment of the County Attorney for the County, unfavorable to the County.

SECTION 12.03. Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS CONTRACT, THE FAILURE OF THE COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS CONTRACT TO OR FOR THE ACCOUNT OF EDA OR THE TRUSTEE ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN "EVENT OF NON-APPROPRIATION") SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS CONTRACT.**

SECTION 12.04. Remedies. If an Event of Default shall have occurred and be continuing,

(1) In an Event of Default, EDA may, at its option, declare all installments of Basic Contract Payments (equal to all the then outstanding principal amounts of the Bonds and any accrued interest thereon) payable under Section 4.01(a) hereof for the remainder of the Term to be immediately due and payable, whereupon the same shall become immediately due and payable.

(2) In an Event of Default, EDA may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Contract.

Any amounts collected pursuant to action taken under this Section shall be paid into the Debt Service Subfund under the Trust Agreement and applied in accordance with the provisions of the Trust Agreement, or, if the Payment of the Bonds shall have occurred, to EDA unless all sums owing hereunder by the County to EDA shall have been paid, in which case such amounts shall be paid to the County.

SECTION 12.05. No Remedy Exclusive. In an Event of Default, no remedy herein conferred upon or reserved to EDA or Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle EDA or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 12.06. Agreement to Pay Attorneys' Fees and Expenses. If any Event of Default shall occur or in the event the County should default under any of the provisions of this Contract and, in any such case, EDA or the Trustee should employ attorneys or incur other

expenses for the collection of Contract Payments or the enforcement of performance or observance of any obligation or agreement on the part of the County herein contained, the County agrees that it will on demand therefor pay to EDA or the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 12.07. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII.

NOTICES

SECTION 13.01. Notice Procedure. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Projects, each such notice, demand, request, consent, approval or other communication shall be in writing (a "Notice") and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served as follows:

(1) If to EDA, by registered or certified mail, postage prepaid, return receipt requested, or hand delivery addressed to EDA at 8300 Boone Boulevard, Suite 450, Vienna, Virginia 22182, Att: Executive Director with a copy thereof sent to Thomas O. Lawson, Esq., 10805 Main Street, Suite 200, Fairfax, Virginia 22030; or to such other party or address(es) as EDA may from time to time designate by notice given to the County by registered or certified mail as aforesaid.

(2) If to the County, by registered or certified mail, postage prepaid, return receipt requested, or hand delivery, addressed to the County of Fairfax, 12000 Government Center Parkway, Fairfax, Virginia 22035, Att: County Executive; or to such other party or address(es) as the County may from time to time designate by notice given to the County by registered or certified mail as aforesaid.

(3) A copy of any notice sent to the County or EDA shall also be sent to the Trustee, by registered or certified mail, postage prepaid, or hand delivery, addressed as provided in the Trust Agreement.

SECTION 13.02. Receipt. Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given or served when received at the recipient's office address as designated in Section 13.01.

ARTICLE XIV.

MISCELLANEOUS

SECTION 14.01. Performance of Governmental Functions. Notwithstanding anything to the contrary contained in this Contract, nothing contained in this Contract shall in any way estop, limit or impair the County from exercising or performing any regulatory, policing or other governmental functions with respect to the [Properties].

SECTION 14.02. County Obligation Not to Pay Bonds. The obligation of the County to pay Basic Contract Payments, Additional Contract Payments and other amounts hereunder shall be as set forth herein, and nothing contained in this Contract shall obligate or be deemed to obligate the County to pay the principal of and premium, if any, and interest on the Bonds.

SECTION 14.03. Successors. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of EDA and the County and their respective successors and (except as otherwise provided herein) assigns.

SECTION 14.04. Limitation of Personal Liability. No covenant, condition or agreement contained in this Contract shall be deemed to be a covenant, agreement or obligation of any present or future member, commissioner, supervisor, officer, employee or agent of EDA or the County in his individual capacity. No member, commissioner, supervisor, officer, employee or agent of EDA or the County shall incur any personal liability with respect to any action pursuant to this Contract or the Enabling Act provided such commissioner, supervisor, officer, employee or agent acts in good faith.

SECTION 14.05. Invalidity of Certain Provisions. If any section, term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be or become invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law. EDA and the County agree to substitute for such section, term or provision of this Contract or the application thereof determined to be invalid or unenforceable, such other provision as closely approximating such invalid, illegal or unenforceable term or provision. If the EDA and the County do not agree, they shall apply to a court of competent jurisdiction to substitute such provision as the court deems reasonable and judicially valid, legal and enforceable. Such provision determined by the court shall automatically be deemed part of this Contract ab initio.

SECTION 14.06. Amendment of Contract. This Contract cannot be changed or terminated orally, but only by a written instrument of change, modification, waiver or termination executed by the party against whom enforcement of any change, modification, waiver or discharge is sought, and in accordance with the Trust Agreement.

SECTION 14.07. Governing Law and Forum. The laws of the State govern the validity, interpretation, construction, and performance of this Contract. Unless otherwise agreed in

writing jurisdiction for the resolution of any disputes arising out of this Contract shall lie in a court of competent jurisdiction.

SECTION 14.08. No Joint Venture. Nothing herein is intended nor shall be deemed or construed to create a joint venture or partnership between EDA and the County or constitute either the agent of the other, nor to make EDA in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the County.

SECTION 14.09. Compliance with all Laws, Rules and Regulations. The parties hereto represent that each will comply with all applicable, binding laws, rules and regulations of any governmental authority relating to the use and occupancy of the [Properties].

SECTION 14.10. Provision of Notices and Other Information to Rating Agencies. The County agrees to furnish to each Rating Agency requesting the same (i) copies of all filings made pursuant to its undertakings made pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, and (ii) any failure by the Board of Supervisors to appropriate timely amounts sufficient to pay the Basic Contract Payments and Additional Contract Payments due in the next fiscal year.

SECTION 14.11. Entire Agreement. This Contract, and the Exhibits and Schedules hereto, contain all the promises, agreements, conditions, inducements and understandings between EDA and the County relative to the sale of the Project by EDA to the County.

IN WITNESS WHEREOF, EDA and the County have duly executed this Contract under Seal as of the day and year first above written.

[SEAL]

SELLER:

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

ATTEST:

_____
Secretary

[SEAL]

PURCHASER:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____

ATTEST:

_____
Clerk of the Board

EXHIBIT A

Legal Description

PROPERTIES DESCRIPTION

Public Safety Facility Property:

LAF Leasehold Acquisition Property:

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" shall mean, all encumbrances affecting title to the properties as of the date hereof and all encumbrances listed below as of any particular time:

(1) leases, licenses, concessions or other similar arrangements or rights to property which relate to the Properties which are of a type that is customarily the subject of such leases, licenses, concessions or other similar arrangements or rights to property, such as food service facilities, newsstands, convenience shops or other specialty services necessary or incidental to the operation of the Properties;

(2) liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with Section 7.03 hereof;

(3) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation or usefulness of the Properties for their intended purpose;

(4) any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question or if such lien is being contested in accordance with the provisions of Section 7.03 hereof;

(5) such liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Properties and which do not materially adversely interfere with or materially impair the operation or usefulness of the Properties for their intended purpose;

(6) zoning laws and similar restrictions which are not violated by the Properties;

(7) all right, title and interest of the Commonwealth of Virginia, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(8) liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the County shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence; and

(9) such liens, covenants, conditions and restrictions, if any, which are other than those of the type referred to in clauses (1) through (8) above, and which do not and will not, so far as can reasonably be foreseen, materially adversely affect the value of the Properties or materially interfere with or impair the operation or usefulness of the Properties for their intended purpose.

SCHEDULE 1

BASIC CONTRACT PAYMENTS

DUE DATE	BASIC CONTRACT PAYMENT
See attached	

SCHEDULE 2

INSURANCE

REQUIRED INSURANCE

On the Effective Date, the County shall place, or cause there to be placed, into effect the following coverages:

(1) Property Insurance: an insurance policy providing "all risks" coverage for direct physical loss or damage to the structure (real and personal property), to be used in, incidental to, or during operation and maintenance of the Project (certain exclusions and limitations apply).

The coverage under the policy shall have a coverage limit equal to one hundred percent (100%) of the replacement cost value of such property, to be determined periodically at the request of the County, but not less frequently than annually, by one of the insurers or an appraiser, an architect or contractor chosen by the County.

(2) General Liability Insurance: a standard (1/73 Ed.) ISO occurrence Form Commercial General Liability Insurance policy, or its equivalent or better, covering the liability of the County for all operations and maintenance in connection with the Buildings.

The coverage under such insurance policy or policies, shall have not less than the following limits:

Personal Injury and Property Damage Liability

$5,000,000 combined aggregate limit each occurrence.

If necessary, elevator coverage will also be included.

MISCELLANEOUS

(1) All terms and conditions of the insurance procured and/or self insurance maintained by the County and its transferees shall be submitted to EDA and the Trustee within ninety 90 days of inception of said policies.

(2) The insurance policies described in this schedule shall provide that the policies shall not be changed or terminated without forty-five (45) days prior written notice to both EDA and the Trustee.

(3) Such insurance shall be issued by companies licensed to do business in the Commonwealth of Virginia with the Best's Key Rating of at least A-:VI.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

Trustee

THIRD SUPPLEMENTAL TRUST AGREEMENT

Authorizing and Securing

$_____

Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A
(County Facilities Projects)

and

$_____

Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable)
(County Facilities Projects)

Dated as of _____ 1, 2014

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THIRD SUPPLEMENTAL TRUST AGREEMENT

This **THIRD SUPPLEMENTAL TRUST AGREEMENT**, dated as of _____, 2014, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "EDA"), and **U.S. BANK NATIONAL ASSOCIATION,** a banking corporation duly organized and existing under the laws of the United States of America, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers, is subject to examination by state authority, and is trustee under the Trust Agreement hereinafter mentioned (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the EDA has heretofore caused to be executed and delivered a master trust agreement, dated as of January 1, 2005 (the "Master Trust Agreement"), by and between the EDA and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, the Master Trust Agreement provides that bonds may be issued under and secured by the Master Trust Agreement from time to time for the purpose of providing funds, together with any other available funds, for paying all or any portion of the Cost of acquiring, improving, equipping, furnishing any EDA facility (as such term is defined by the Enabling Act); and

WHEREAS, in accordance with the provisions of the Master Trust Agreement and a First Supplemental Trust Agreement, the EDA issued its $60,690,000 Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project) (the "Series 2005 A Bonds") for the purpose of providing funds to finance the costs of the purchase and improvement of certain property to be used by the Fairfax County School Board as a school administration building and the purchase of certain land adjacent thereto and to pay costs in connection with the issuance of the bonds; and

WHEREAS, in accordance with the provisions of the Master Trust Agreement and a Second Supplemental Trust Agreement, the EDA issued its $65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "Series 2012 A Bonds") for the purpose of providing funds to finance the improvement of certain property to be used by Fairfax County, Virginia (the "County"), as mental health facilities and as a neighborhood community center; and

WHEREAS, in accordance with the provisions of the Master Trust Agreement, the EDA has by resolution, adopted on May 13, 2014 (the "authorizing resolution"), authorized the issuance under this Third Supplemental Trust Agreement of one series of its revenue bonds for the purpose of providing funds, together with any other available funds, (i) to finance the costs of the improvements on certain property of the County to be used by the County as public safety

facility, (ii) to refund certain outstanding Series 2005 A Bonds maturities, (iii) to pay certain interest cost on the bonds through _____, 20__ and (iv) to pay costs in connection with the issuance of the bonds; and

WHEREAS, in accordance with the provisions of the Master Trust Agreement, the EDA has by resolution, adopted on May 20, 2014 (the "authorizing resolution"), authorized the issuance under this Third Supplemental Trust Agreement of one series of its revenue bonds for the purpose of providing funds, together with any other available funds, (i) to finance the costs of financed on a permanent basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Rd, Lorton, VA 22079 and (ii) to pay costs in connection with the issuance of the bonds; and

WHEREAS, Sections 208 and 209 of the Master Trust Agreement contemplates that the EDA may fix or provide for in this Third Supplemental Trust Agreement the aggregate principal amount of such series of bonds, the maturity dates, the interest rates, the redemption provisions and other details thereof; and

WHEREAS, Section 1101(e) of the Master Trust Agreement provides that the EDA may enter into a supplement to the Master Trust Agreement, in form satisfactory to the Trustee, which shall not be inconsistent with the terms and provisions of the Master Trust Agreement, to provide for the issuance and to fix the details of the Bonds issued under Sections 208 and 209 of the Trust Agreement; and

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

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

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

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

ARTICLE I

DEFINITIONS

Section 1.01. **Meaning of Words and Terms.** All terms not defined herein shall have the meanings given to them in the Master Trust Agreement.

"**Additional Bonds**" shall mean the Bonds issued pursuant to the provisions of Sections 208 of the Master Trust Agreement, except the Series 2014 A Bonds, for the Public Safety Facility Project and Series 2014 B Bonds, for the Leasehold Acquisition Property Project and any Refunding Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement, except the Series 2014 A Bonds, to refund Bonds issued for the Projects, the refunding of the Series 2005 A Bonds or the Series 2012 A Bonds, or previously issued to refund such Bonds.

"**Allocated Bonds**" shall mean those Series 2014 A Bonds allocated by the County, in a certificate of a County Representative delivered to the Trustee, to the Public Safety Facility Property, as the case may be, in an event referred to in Section 3.01 hereof under the heading Extraordinary Optional Redemption.

"**Bond Counsel**" means any attorney or firm of attorneys selected by the EDA whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bonds to be Refunded" means certain outstanding Series 2005 A Bonds to be refunded by a portion of the proceeds of the Series 2014 A Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"**Deposit Day**" shall mean the last Business Day of each [February] and [August], commencing [August] 2014.

"**EDA Representative**" shall mean each of the persons at the time designated to act on behalf of EDA in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen of the signature(s) of such person(s) and shall be executed on behalf of EDA by the Chairman.

"**Interest Payment Date**" shall mean each [March 1] and [September 1], commencing [September 1, 2014.]

"**Leasehold Acquisition Property**" shall mean 9601 Ox Rd, Lorton, VA 22079 a ___ acre parcel of land upon which the Workhouse Arts Center is located.

"**Leasehold Acquisition Property Project**" shall mean the permanent financing for the purchase from LAF, LLC of its leasehold interest in the Workhouse Arts Center and the payment of the costs incurred in connection with the issuance of the Series 2014 B Bonds.

"Net Proceeds" when used with respect to any insurance or condemnation award, shall mean the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after the payment of all out-of-pocket expenses of the applicable parties incurred in the collection of such gross proceeds.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"**Paying Agent**" shall mean, U.S. Bank National Association or any successor, the paying agent of the Series 2014 A Bonds or Series 2014 B Bonds.

"**Payment Agreement**" shall mean the Installment Purchase Contract dated as of _____, 2014, between EDA and the County relating to the Project, together with any supplements and amendments thereto permitted thereby.

"**Payment of the Allocated Bonds**" shall mean payment of the principal of and interest on all the Allocated Bonds in accordance with their terms, whether through payment at maturity or purchase and cancellation or redemption or provision for such payment in such a manner that the Bonds shall be deemed to have been paid under Section 1301 of the Master Trust Agreement.

"**Pledged Revenues**" shall mean (a) all payments of Basic Payments, (b) all payments of Additional Payments except to the extent to pay EDA Liabilities and (c) the income from the investment under the provisions of the Master Trust Agreement of the moneys held for the credit of the various subfunds and accounts created under the Master Trust Agreement. Pledged Revenues shall not include the proceeds of any insurance, other than as mentioned above, or any capital gifts, grants, donations or contributions or borrowed funds. Any lump sum payment or prepayment received by the Trustee and not accompanied by instructions from the EDA Representative to the contrary shall be reserved by the Trustee in the County Facilities Projects Fund, disbursed to the Debt Service Subfund, and recognized as Pledged Revenues, semi-annually over the appropriate accrual period; provided, however, that if the EDA Representative shall direct, such lump sum payment or prepayment shall be applied to the redemption or defeasance of the Series 2014 A Bonds or Series 2014 B Bonds in accordance with such direction.

"**Principal Payment Date**" shall mean each [March 1st] upon which the principal of the Series 2014 Bonds is stated to mature or upon which the principal of any Term Bond is subject to mandatory sinking fund redemption.

"Projects" shall mean the Leasehold Acquisition Property Project and the Public Safety Facility Project

"**Properties**" shall mean collectively the Public Safety Property and the Leasehold Acquisition Property.

"Public Safety Facility Property" means the approximately ___ acres of land located at _____. The construction and equipping of a building on the Public Safety Facility Property is included in the Public Safety Facility Project.

"Public Safety Facility Project" the improvement of the Public Safety Facility Property for use by the County as a public safety facility and parking garage, and the payment of the costs incurred in connection with the issuance of the Series 2014 A Bonds.

"Purchase Price" shall mean an amount equal to the principal amount of the Series 2014 A Bonds, the Series 2014 B Bonds and any Additional Bonds.

"**Rebate Liability**" shall mean the amount or amounts periodically determined by an Accountant selected by the EDA Representative to be set aside in the Improvement Subfund and the amount or amounts to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended.

"**Redemption Price**" shall mean, with respect to the Series 2014 A Bonds or Series 2014 B Bonds or a portion thereof, the principal amount of such Series 2014 A Bonds or Series 2014 B Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with the terms of this Third Supplemental Trust Agreement and the Master Trust Agreement.

"Series 2014 A Bonds" shall mean the Series 2014 A Bonds issued pursuant to the provisions of Sections 208 and 209 of the Master Trust Agreement and this Third Supplemental Trust Agreement for the purpose of (i) financing the costs of the improvements on certain property of the County to be used by the County as public safety facility, (ii) refunding certain outstanding Series 2005 A Bonds maturities (iii) paying certain interest cost on the bonds through _____, 20__ and (iv) paying costs in connection with the issuance of the Series 2014 A Bonds.

"Series 2014 B Bonds" shall mean the Series 2014 B Bonds (Federally Taxable) issued pursuant to the provisions of Section 208 of the Master Trust Agreement and this Third Supplemental Trust Agreement for the purpose of (i) financing the costs of financed on a permanent basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Rd, Lorton, VA 22079 and (ii) paying costs in connection with the issuance of the bonds.

"Series 2014 Bonds" means the Series 2014 A Bonds and the Series 2014 B Bonds.

"**Sinking Fund Requirements**" shall mean, with respect to Term Bonds of each maturity, the principal amount fixed or computed for the retirement of such Term Bonds by purchase or redemption pursuant to the provisions of Section 3.01 of this Third Supplemental Trust Agreement.

"**Term Bonds**" shall mean all or some of the Bonds of a series, other than Serial Bonds, stated to be payable by their terms on one or more dates and so designated in this Third Supplemental Trust Agreement.

ARTICLE II

DETAILS OF BONDS; ISSUANCE OF BONDS

Section 2.01. **(a) Terms of the Series 2014 A Bonds.** The Series 2014 A Bonds shall be designated "Fairfax County Facilities Revenue Bonds Series 2014 A (County Facilities Projects)". The Series 2014 A Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company ("DTC"), and numbered R-1 and upward. The definitive Series 2014 A Bonds issued under the provisions of this Third Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2014 A Bonds shall be issued in the aggregate principal amount of $____ shall be dated the day of their delivery and shall be issued in denominations of $5,000 and any multiple thereof, one bond per maturity. $_____ of the Series 2014 A Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

Year March 1	Principal Amount	Interest Rate	Year March 1	Principal Amount	Interest Rate
2015	$	%	2026	$	%
2016			2027		
2017			2028		
2018			2029		
2019			2030		
2020			2031		
2021			2032		
2022			2033		
2023			2034		
2024			2035		
2025					

and $_____ of the Series 2014 A Bonds shall be Term Bonds consisting of $_____ principal amount of Term Bonds maturing on [March 1, 20__], and bearing interest at the rate of __% per annum and $_____ principal amount of Term Bonds maturing on [March 1, 20__], and bearing interest at the rate of __% per annum. Interest on the Series 2014 A Bonds shall be payable semiannually (based upon a 360-day year of twelve 30 day months) on the 1st day of [March]

and [September] in each year to maturity, commencing [September 1, 2014.] The Regular Record Date for the Series 2014 A Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

The Sinking Fund Requirements, defined in Section 1.01 above and referred to in Section 301 of the Master Trust Agreement, for the Term Bonds maturing [March 1, 20__ and March 1, 20__] herein authorized, shall be the following amounts on March 1st of the following years:

Term Bonds due March 1, 20____

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

_____
* Final maturity

Term Bonds due March 1, 20__

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

_____
* Final maturity

(b) Terms of the Series 2014 B Bonds. The Series 2014 B Bonds shall be designated "Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects)". The Series 2014 B Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company ("DTC"), and numbered R-1 and upward. The definitive Series 2014 B Bonds issued under the provisions of this Third Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2014 B Bonds shall be issued in the aggregate principal amount of $____ shall be dated the day of their delivery and shall be issued in denominations of $5,000 and any multiple thereof, one bond per maturity. $_____ of the Series 2014 B Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

Year March 1	Principal Amount	Interest Rate	Year March 1	Principal Amount	Interest Rate
2015	$	%	2026	$	%
2016			2027		
2017			2028		
2018			2029		
2019			2030		
2020			2031		
2021			2032		
2022			2033		
2023			2034		
2024			2035		
2025					

and $_____ of the Series 2014 B Bonds shall be Term Bonds consisting of $_____ principal amount of Term Bonds maturing on [March 1, 20__], and bearing interest at the rate of __% per annum and $_____ principal amount of Term Bonds maturing on [March 1, 20__], and bearing interest at the rate of __% per annum. Interest on the Series 2014 B Bonds shall be payable semiannually (based upon a 360-day year of twelve 30 day months) on the 1st day of [March] and [September] in each year to maturity, commencing [September 1, 2014.] The Regular Record Date for the Series 2014 B Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

The Sinking Fund Requirements, defined in Section 1.01 above and referred to in Section 301 of the Master Trust Agreement, for the Term Bonds maturing [March 1, 20__ and March 1, 20__] herein authorized, shall be the following amounts on March 1st of the following years:

Term Bonds due March 1, 20___

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

_____
* Final maturity

Term Bonds due March 1, 20__

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

_____
* Final maturity

Section 2.02. **Authentication.** Upon their execution in the form and manner set forth in the Master Trust Agreement and this Third Supplemental Trust Agreement, the Series 2014 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to (i) deliver the Series 2014 A Bonds for the account of Citigroup Global Markets, Inc. (the "Underwriters") as representative of the underwriters for the Series 2014 A Bonds, at The Depository Trust Company, New York, New York, but only upon payment to the Bond Registrar, for the account of EDA, of $_____, being the amount of the purchase price of the Series 2014 A Bonds net of the amount of the good faith deposit and (ii) deliver the Series 2014 B Bonds for the account of the Underwriters for the Series 2014 B Bonds at The Depository Trust Company, New York, New York, but only upon payment to the Bond Registrar, for the account of EDA, of $_____, being the amount of the purchase price of the Series 2014 B Bonds net of the amount of the good faith deposit.

Section 2.03. **Requirements Before Issuance.** Before the Series 2014 Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, each of the documents required by Section 208 (a) to (h), inclusive of the Master Trust Agreement.

Section 2.04. **Application of the Proceeds of the Series 2014 Bonds.** (a) The proceeds (including any premium) of the Series 2014 A Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2014 A Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the "2014 A Costs of Issuance Account"), $_____, being an amount equal to the sum of the costs associated with the issuance of such Series of Bonds;

(B) with the Trustee, to the credit of a special account within the Debt Service Subfund ("2014 A Capitalized Interest Account"), $_____, being the amount of interest to accrue on the Series 2014 A Bonds from the date of their delivery to ____ 1, 20__;

(C) with the Trustee, to the credit of a special account in the Construction Subfund for purposes of the constructing and equipping of the Public Safety Facility Property (the "2014 A Public Safety Facility Project Account"), $_____; and

(D) with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of _____, 2014, between U.S. Bank National Association, as escrow agent and EDA, being the balance remaining after the foregoing deposits have been made.

(b) The proceeds (including any premium) of the Series 2014 B Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2014 B Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the "2014 B Costs of Issuance Account"), $_____, being an amount equal to the sum of the costs associated with the issuance of such Series of Bonds; and

(B) [with the Trustee, to the credit of a special account in the Construction Subfund for purposes of providing funds for the permanent financing of the Leasehold Acquisition Project $_____ (the "2014 B Leasehold Acquisition Project Account"); [or will money be sent directly to B of A]

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. **Redemption Provisions of the Series 2014 Bonds**.

*Mandatory Sinking Fund Redemption. [*The Series 2014 A Term Bonds stated to mature on March 1, 20__ and on March 1, 20__ shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in Article II hereof, in part, on March 1, 20__ and on each March 1 thereafter, on March 1, 20__ and on each March 1 thereafter respectively, in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in Article II (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in this Third Supplemental Trust Agreement) from moneys in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption. The Series 2014 B Term Bonds stated to mature on March 1, 20__ and on March 1, 20__ shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in Article II hereof, in part, on March 1, 20__ and on each March 1 thereafter, on March 1, 20__ and on each March 1 thereafter respectively, in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in Article II (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in this Third Supplemental Trust Agreement) from moneys in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.]

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Principal Payment Date, the EDA may (a) deposit money with the Trustee to be used to purchase Series 2014 Bonds, or direct the Trustee to cause monies in the Debt Service Subfund to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Principal Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2014 Bonds which prior to such date have been purchased by the EDA and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2014 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2014 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the EDA shall determine, and the principal amount of such Series 2014 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

Optional Redemption. The Series 2014 A Bonds which are stated to mature after March 1, 20__ are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than March 1, 20__, at a Redemption Price equal to 100% of the Series 2014 A Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption. [The Series 2014 B Bonds which are stated to mature after March 1, 20__ are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than March 1, 20__, at a Redemption Price equal to 100% of the Series 2014 B Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption. – different redemption provisions for taxable bonds?]

Extraordinary Optional Redemption. *[*The Series 2014 A Bonds are subject to extraordinary optional redemption, in whole or in part, on any date at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the County of its option [to prepay the Purchase Price or a portion thereof] pursuant to the Payment Agreement when the following events occur:

(1) <u>Circumstances Under Which County May Not Repair Damage</u>. In the event that the Public Safety Facility Property or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Public Safety Facility Property, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Series 2014 A Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other moneys, if any, shall be applied to defease the lien of this Third Supplemental Trust Agreement

in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance.

*[*The Series 2014 B Bonds are subject to extraordinary optional redemption, in whole or in part, on any date at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the County of its option [to prepay the Purchase Price or a portion thereof] pursuant to the Payment Agreement when the following events occur:

In the event that the Leasehold Acquisition Property or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Leasehold Acquisition Property, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Series 2014 B Bonds and any additional sums paid by the County are sufficient to provide for payment of the Series 2014 B Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other moneys, if any, shall be applied to defease the lien of this Third Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance.]

(2) Condemnation. If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of the Public Safety Facility Property, cannot be maintained, restored or replaced following a taking, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Third Supplemental Trust Agreement and available for the purpose, for the payment of the Payment of the Allocated Bonds.

If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of the Leasehold Acquisition Property, cannot be maintained, restored or replaced following a taking, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Third Supplemental Trust Agreement and available for the purpose, for the payment of the payment of the Series 2014 B Bonds.

To exercise such option, the County will give written notice to the EDA, and to the Trustee, and shall provide therein a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption, or defeasance of Bonds in accordance with their terms. The date provided as to when such prepayment is to occur may not be less than 45 days from the date such notice is mailed, and in case of a redemption of the Series 2014 Bonds in accordance with the provisions of this Third Supplemental Trust Agreement shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Upon receipt by the EDA of the Purchase Price from the County, the EDA will release the County from its

obligation under the Payment Agreement or if such prepayment is only a partial amount of the amount owed under the Payment Agreement the County's obligations under the Payment Agreement will be reduced as provided therein.

Notice of Redemption. At least 30 but not more than 90 days before the redemption date of any Series 2014 Bonds, whether in whole or in part, the Trustee will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2014 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2014 Bonds. While the Series 2014 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2014 Bonds.

Any notice of optional or extraordinary optional redemption of the Series 2014 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the Redemption Price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by EDA, the corresponding notice of redemption shall be deemed to be revoked.

If EDA gives an unconditional notice of redemption, then on the redemption date the Series 2014 Bonds called for redemption will become due and payable. If EDA gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the affected Series 2014 Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Series 2014 Bonds, then on the redemption date the Series 2014 Bonds will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the Series 2014 Bonds called for redemption, thereafter, no interest will accrue on those Series 2014 Bonds, and a Holder's only right will be to receive payment of the redemption price upon surrender of those Series 2014 Bonds.

ARTICLE IV

CONSTRUCTION SUBFUND

Section 4.01. **Payments from Construction Subfund**. Money in the 2014 A Public Safety Facility Project Account and the 2014 A Leasehold Acquisition Project Account shall be used solely to pay or reimburse the payment of Costs of the Projects and pending such use, may be invested, at the direction of an EDA Representative but in accordance with a schedule of estimated disbursements furnished by and updated from time to time by a County Representative, in Investment Obligations in accordance with the provisions of Article VI of the Master Trust Agreement.

ARTICLE V

REVENUES, FUNDS AND SUBFUNDS

Section 5.01. **Funds Received.** All Pledged Revenues received by the Trustee shall be credited to the County Facilities Projects Fund. The money to the credit of the County Facilities Projects Fund shall be subject to a lien and charge in favor of the Holders until applied and paid out as herein authorized.

Section 5.02. **Application of Pledged Revenues.** Semi-annually, on or before each Deposit Day, the Trustee shall withdraw money to the credit of the County Facilities Projects Fund and apply such money as provided in Section 502 of the Master Trust Agreement.

ARTICLE VI

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENTS

Section 6.01. **Security, Valuation and Investment.** Any and all money relating to the Series 2014 Bonds deposited under this Third Supplemental Trust Agreement and the Master Trust Agreement will be secured, invested and valued pursuant to the provisions of Article VI of the Master Trust Agreement.

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

Section 7.01. **Payment of Principal, Interest and Premium.** EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the premium, if any, and the interest on the Series 2014 Bonds at the places, on the-dates and in the manner provided herein and in the Series 2014 Bonds according to the true intent and meaning thereof.

The Series 2014 Bonds are payable, on a parity with any other outstanding Bonds, solely from Pledged Revenues derived by EDA from the Payment Agreement and other money pledged under the Master Trust Agreement and this Third Supplemental Trust Agreement, including in particular amounts credited to the Series 2014 A Capitalized Interest Account, proceeds of title insurance and, until paid out in accordance with the provisions of the Master Trust Agreement, amounts credited to the 2014 A Public Safety Facility Project Account or the 2014 B Leasehold Acquisition Project Account. The Series 2014 Bonds issued under this Third Supplemental Trust Agreement and the Master Trust Agreement shall not be deemed to constitute a debt or pledge of the faith and credit of the State or of any political subdivision thereof, including EDA and the County. Neither the faith and credit nor the taxing power of the State or EDA or the County or any other political subdivision is pledged to the payment of the principal of or premium, if any, or interest on the Series 2014 Bonds, and the issuance of the Series 2014 Bonds shall not directly or indirectly or contingently obligate the State or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Master Trust Agreement and this Third Supplemental Trust Agreement. EDA has no taxing power.

Section 7.02. **Request of County to Appropriate.** EDA hereby covenants that it shall, through an EDA Representative, request the County annually for each fiscal year following the issuance of the Series 2014 Bonds to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Payment Agreement in such fiscal year. EDA also hereby covenants that it shall, through an EDA Representative, request the County, annually for each fiscal year following the issuance of the Series 2014 Bonds, to budget, appropriate and apply as provided in the Payment Agreement, this Third Supplemental Trust Agreement and the Master Trust Agreement an amount equal to the estimated Additional Payments payable by the County under the Payment Agreement in such fiscal year. Alternatively, EDA, through an EDA Representative, may request the County to include as a single line item in its annual budget an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to the Payment Agreement and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

Section 7.03. **Tax Covenants.** EDA covenants that it will not take any action that would, or fail to take any action which failure would, cause interest on the Series 2014 A Bonds to become includable in gross income for federal income tax purposes pursuant to the provisions of the Code.

(a) As of a date not later than five years after the issue date of the Series 2014 A Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, EDA shall cause the Rebate Liability to be computed and shall deliver a copy of the calculation of the Rebate Liability to the Trustee. Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Improvement Subfund.

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

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the Series 2014 A Bonds, the Authority shall direct the Trustee to pay from amounts in the Improvement Subfund transferred from the Construction Subfund and payments received pursuant to the Payment Agreement for Rebate Liability purposes, to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability calculation exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the Series 2014 A Bonds;

(3) no later than sixty (60) days after final Payment of the Series 2014 A Bonds, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America the amount, if any, by which 100% of the

Rebate Liability calculated with respect to the date of final payment of the Series 2014 A Bonds exceeds the aggregate of all payments theretofore made pursuant to this section.

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

All such payments shall be made by, or at the direction of, an EDA Representative from any legally available source, including money in the Improvement Subfund.

Notwithstanding any provision of this Section to the contrary, no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2014 A Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. **Events of Defaults, Remedies, Enforcement of Remedies, Etc.** The Master Trust Agreement described certain events that constitute defaults and Events of Default in respect of the Series 2014 Bonds, in which events the Holders thereof and the Trustee shall have such remedies, all as provided in Article VIII of the Master Trust Agreement.

ARTICLE IX

CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

Section 9.01. **Trustee to Perform Duties of Bond Registrar.** The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Third Supplemental Trust Agreement and under the Master Trust Agreement as supplemented by this Third Supplemental Trust Agreement, but only upon the terms and conditions set forth in and subject to the provisions of the Master Trust Agreement, to all of which the parties hereto and the Holders of the Series 2014 Bonds agree.

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDERS AND PROOF OF OWNERSHIP OF BONDS

Section 10.01. **Execution of Instruments, Proof of Ownership**. Holders may prove their execution of instruments and their ownership of the Series 2014 Bonds as provided in Article X of the Master Trust Agreement.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

Section 11.01. **Supplemental Agreements Without Consent of Holders**. EDA from time to time and at any time, may enter into such supplements and amendments to this Third Supplemental Trust Agreement as shall be consistent with the terms and provisions of this Third Supplemental Trust Agreement and the Master Trust Agreement (which supplements and amendments shall thereafter form a part hereof):

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision herein that may be inconsistent with any other provision herein, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of this Third Supplemental Trust Agreement, or

(d) to add to the covenants and agreements of EDA in this Third Supplemental Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power herein reserved to or conferred upon EDA, or

(e) to make change necessary to comply with the requirements of any Rating Agency rating the Series 2014 Bonds at the request of the County, or

(f) to make any other change that, in the judgment of EDA and the Trustee, would not materially adversely affect the security for the Series 2014 Bonds.

Section 11.02. **Modification of Agreements with Consent of Holders**. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of Series 2014 Bonds then Outstanding that will be affected by a proposed supplement or amendment to this Third Supplemental Trust Agreement shall have the right, from time to time, anything contained in this Third Supplemental Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by EDA into such supplement or amendment as shall be deemed necessary or desirable by EDA for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Third Supplemental Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Series 2014 Bonds issued hereunder, or (b) a reduction in the principal amount of any Series 2014 Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Subfund, or the Construction Subfund other than the pledge and lien created by the Master Trust Agreement and this Third Supplemental Trust Agreement, or (d) a preference or

priority of any Series 2014 Bonds over any other Series 2014 Bonds, or (e) a reduction in the aggregate principal amount of Series 2014 Bonds required for consent to such supplemental agreement. Nothing herein contained, however, shall be construed as making necessary the approval by the Holders of the adoption and acceptance of any supplement or amendment to this Third Supplemental Trust Agreement as authorized in Section 11.01 of this Article or of any supplement or amendment to the Master Trust Agreement as authorized in Section 1101 thereof.

If at any time EDA shall determine that it is desirable to enter any supplement or amendment to this Third Supplemental Trust Agreement for any of the purposes of this Section, EDA shall cause notice of the proposed execution of such supplement or amendment to be mailed, first class, postage prepaid, to all Holders. Such notice shall briefly set forth the nature of the proposed supplement or amendment to this Third Supplemental Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Holders. EDA shall not, however, be subject to any liability to any Holder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplement or amendment to this Third Supplemental Trust Agreement when approved and consented to as provided in this Section.

Whenever, at any time within three years after the date of the first mailing of such notice, EDA shall receive an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Series 2014 Bonds then outstanding that are affected by a proposed supplement or amendment to this Third Supplemental Trust Agreement, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, EDA may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Series 2014 Bonds Outstanding that are affected by a proposed supplement or amendment to this Third Supplemental Trust Agreement at the time of the execution of such supplement or amendment shall have consented to and approved the execution thereof as herein provided, no Holder shall have any right to object to the execution of such supplement or amendment, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain EDA from entering into the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplement or amendment to this Third Supplemental Trust Agreement pursuant to the provisions of this Section, this Third Supplemental Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Third Supplemental Trust Agreement of EDA, the Trustee, the Bond Registrar and all Holders shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Third Supplemental Trust Agreement as so modified and amended.

Section 11.03. **Exclusion of Bonds**. Series 2014 Bonds owned or held by or for the account of EDA or the County shall not be deemed outstanding Series 2014 Bonds for the purpose of any consent or other action or any calculation of outstanding Series 2014 Bonds provided for in this Article or Article XII, and EDA as holder of such Series 2014 Bonds shall not be entitled to consent or take any other action provided for in this Article or Article XII. At the time of any consent or other action taken under this Article or Article XII, EDA shall furnish the Trustee a certificate signed by an EDA Representative, upon which the Trustee may rely, describing all Series 2014 Bonds so to be excluded.

Section 11.04. **Trustee Entitled to Exercise Discretion**. In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplement or amendment to this Third Supplemental Trust Agreement, or any term or provision therein contained, is desirable, having in view the purposes of such instrument, the needs of EDA, the rights and interests of the Holders, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the EDA or to any Holder or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment to this Third Supplemental Trust Agreement if such agreement is deemed by it to be contrary to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for EDA, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Third Supplemental Trust Agreement and the Master Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to join in the execution of such supplement or amendment.

ARTICLE XII

SUPPLEMENTS AND AMENDMENTS TO THE PAYMENT AGREEMENT

Section 12.01. **Supplements and Amendments Not Requiring Holders' Consent**. EDA may enter into supplements and amendments to the Payment Agreement only in accordance with the provisions of this Article. From time to time and at any time, EDA may enter into such supplements and amendments as it shall deem not adverse to the interests of the Holders of the Series 2014 Bonds after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to the Payment Agreement, and the Trustee may consent to such amendments and supplements to the Payment Agreement as shall not, in the judgment of the Trustee, be materially adverse to the interests of the Holders of the Series 2014 Bonds (which supplements and amendments shall thereafter form a part thereof),

(a) to cure any ambiguity or formal defect or omission in the Payment Agreement or in any supplement or amendment thereto, or

(b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holders of the Series 2014 Bonds, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders of the Series 2014 Bonds or EDA or the Trustee, or

(c) to make any other change in the Payment Agreement, provided only that no such change shall be made to provisions of the Payment Agreement relating to payments that would, in the judgment of the Trustee, be materially adverse to the interests of the Holders.

Amendments or supplements to the Payment Agreement pursuant to this Section 12.01 may be made without the consent of the Holders.

Section 12.02. **Supplements and Amendments Requiring Holders' Consent**. Except for supplements or amendments provided for in Section 12.01, EDA shall not enter into and the Trustee shall not consent to any supplement or amendment to the Payment Agreement unless notice of the proposed execution of such supplement or amendment shall have been given and the Holders of more than a majority in aggregate principal amounts of the Series 2014 Bonds then outstanding shall have consented to and approved the execution thereof, in the same manner as provided for in Section 11.02 hereof in the case of supplements and amendments to this Third Supplemental Trust Agreement; provided that the Trustee shall be entitled to exercise its discretion in consenting or not consenting to any such supplement or amendment in the same manner as provided for in Section 11.04 hereof in the case of supplements and amendments to this Third Supplemental Trust Agreement.

ARTICLE XIII

DEFEASANCE

Section 13.01. **Defeasance**. When (a) the Series 2014 Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Third

Supplemental Trust Agreement or the Master Trust Agreement, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all Series 2014 Bonds shall be paid or if the Trustee, the Bond Registrar or any Paying Agent shall hold sufficient moneys or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient moneys to pay the principal of, and the interest and redemption premium, if any, on all Series 2014 Bonds then outstanding to the maturity date or dates of such Series 2014 Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional or extraordinary optional redemption thereof, and (c) if Series 2014 Bonds are to be called for redemption, irrevocable instructions to call unconditionally the Series 2014 Bonds for redemption shall have been given by EDA, and (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in this Third Supplemental Trust Agreement and the Master Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel nationally recognized as expert in legal matters relating to states and their political subdivisions, to the effect that all conditions precedent to the release of this Third Supplemental Trust Agreement have been satisfied, the Trustee shall release this Third Supplemental Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over to EDA, any surplus in any and all balances remaining in all Subfunds that are allocable to the Series 2014 Bonds, other than moneys held for the redemption or payment of Series 2014 Bonds. Otherwise, this Third Supplemental Trust Agreement shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Bond Registrar or any Trustee or Paying Agent as hereinabove provided, (i) in addition to the requirements set forth in Article III of this Third Supplemental Trust Agreement, EDA, within thirty (30) days after such moneys or Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Bond Registrar to be mailed to all Holders of the Series 2014 Bonds setting forth (a) the date or dates, if any, designated for the redemption of the Series 2014 Bonds, (b) the deposit of such moneys or Defeasance Obligations so held by it, and (c) that this Third Supplemental Trust Agreement has been released in accordance with the provisions of this Section, and (ii) the Bond Registrar shall retain such rights, powers and privileges under this Third Supplemental Trust Agreement as may be necessary and convenient for the registration of transfer and exchange of Series 2014 Bonds.

All moneys and Defeasance Obligations held by the Trustee or any Paying Agent (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. **Third Supplemental Trust Agreement as supplemental agreement.** This Third Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Master Trust Agreement, and shall form a part thereof, and, as hereby supplemented, the Master Trust Agreement is hereby ratified, approved and confirmed.

Section 14.02. **Recitals, Statements and Representations made by EDA, not Trustee.** The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the EDA and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 14.03. **EDA, County, Trustee and Bondholders Alone to Have Rights.** Nothing in this Third Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than EDA, the County, the Trustee and the Holders of the Series 2014 Bonds issued under the Master Trust Agreement and this Third Supplemental Trust Agreement any legal or equitable right, remedy or claim under or in respect of this Third Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2014 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of EDA, the County, the Trustee and the Holders of said Series 2014 Bonds issued under the Master Trust Agreement and this Third Supplemental Trust Agreement.

Section 14.04. **Identifying Information**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

Section 14.05. **Headings Not Part of Agreement; Certain Definitions.** The title of Sections and any wording on the cover of this Third Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

Section 14.06. **Covenants to Bind Successors**. All the covenants, stipulations, promises and agreements in this Third Supplemental Trust Agreement contained made by or on behalf of the EDA or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Third Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank

National Association has caused this Third Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Chairman

[SEAL]

Attest:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION,

Trustee

By _____
Name:
Title:

BOND PURCHASE AGREEMENT

$
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE AND REFUNDING BONDS
SERIES 2014 A
(COUNTY FACILITIES PROJECTS)

$
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE BONDS
SERIES 2014 B (FEDERALLY TAXABLE)
(COUNTY FACILITIES PROJECTS)

_____, 2014

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

The undersigned, Citigroup Global Markets Inc. (the "Representative") on its own behalf and on behalf of J.P. Morgan Securities LLC, Barclays Capital and Raymond James (collectively, the "Underwriters"), hereby agree to purchase the above-captioned bonds (the "Series 2014 Bonds") from the Fairfax County Economic Development Authority (the "Authority") pursuant to the terms and conditions of this Bond Purchase Agreement (this "Agreement").

The Series 2014 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the "Commonwealth"), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the "Enabling Act"), and a resolution duly adopted by the Authority on _____, 2014 (the "Resolution").

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

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

Section 1. Offer and Sale of Series 2014 Bonds; Good Faith Deposit

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree to purchase all

the Authority's Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") for the sum of $_____, representing the par amount of the Series 2014 A Bonds ($_____), plus net original issue premium of $_____, less an underwriting discount of $_____ and the Authority's Fairfax County Facilities Revenue Bonds Series 2014 B (County Facilities Projects) (Federally Taxable) (the "Series 2014 B Bonds") for the sum of $_____, representing the par amount of the Series 2014 B Bonds ($_____), plus net original issue premium of $_____, less an underwriting discount of $_____.

The Series 2014 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

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

(i) the sale of the Series 2014 Bonds to any purchaser in connection with the initial public offering of the Series 2014 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2014 Bonds in any jurisdiction where any such offer or sale would be in violation of the jurisdiction's securities or "Blue Sky" laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2014 Bonds in connection with the public offering and sale of the Series 2014 Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County and the Authority; or

(iv) any actions in connection with the offering and sale of the Series 2014 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board or the Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Series 2014 Bonds it will comply with the applicable rules of the Municipal Securities Rulemaking Board.

(c) On the date hereof, the sum of $_____ being payment in good faith on account of the purchase price of the Series 2014 A Bonds and $_____ being payment in good faith on account of the purchase price of the Series 2014 B Bonds (collectively, the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the Authority. The Good Faith Deposit represents 1% of the aggregate principal amount of the Series 2014 Bonds provided in the Preliminary Official Statement (defined herein). In the event the Authority does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated by the Underwriters. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Series 2014 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority's failure to deliver the Series 2014 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

Section 2. Official Statement

The Authority hereby deems the Preliminary Official Statement dated _____, 2014, relating to the Series 2014 Bonds (the "Preliminary Official Statement") to be final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12) of the Securities and Exchange Commission (the "SEC"), except for the omission of pricing and other information allowed to be omitted pursuant to such Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to such Rule 15c2-12 (the "Official Statement"). The execution of the Official Statement in final form by the Authority's Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of today of a reasonable number of printed copies of the Official Statement in final form (which need not be manually executed) to the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sell Series 2014 Bonds.

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

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

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

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Resolution and to perform its obligations under the Series 2014 Bonds, the Master Trust Agreement, dated as of January 1, 2005, as amended and supplemented and the Third Supplemental Trust Agreement dated as of _____, 2014, each between the Authority and U.S. Bank National Association as Trustee (collectively, the "Trust Agreement"), the Installment Purchase Contract, dated as of _____, 2014, between the Authority and the County (the "Installment Purchase Contract") and this Agreement (collectively, the "Documents").

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

(c) At the time of the Authority's acceptance of this Agreement and (unless an event occurs of the nature described in Section 3(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings "**THE COUNTY", "THE SERIES 2014 BONDS – Book-Entry Only System"** and "**TAX MATTERS"** and Appendices __, __ and _) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2014 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (under the headings **"THE COUNTY", "THE SERIES 2014 BONDS – Book-Entry Only System" and "TAX MATTERS"** and Appendices _, _ and _) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

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

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

(g) The Authority will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2014 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution which would cause the interest on the Series 2014 A Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes or the Series 2014 Bonds for Commonwealth income tax purposes.

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

The "end of the underwriting period" is the time that is the later of (i) the Closing Time (as defined herein) and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2014 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2014 Bonds, the Documents or the Official Statement, or the

Authority's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2014 Bonds).

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

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2014 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the Authority need not consent to jurisdiction or service of process in any state other than the Commonwealth.

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

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

Section 4. Delivery of Series 2014 Bonds

The Series 2014 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on ____, 20__, or such other place, time or date as shall be mutually agreed on in writing by the Authority and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date" and the hour and date of such delivery and payment is called the "Closing Time."

The Series 2014 Bonds shall be delivered in fully registered form, in the form of one Series 2014 Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong number on any Series 2014 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2014 Bond).

Section 5. Conditions to Underwriters' Obligations

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

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

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

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

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

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

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

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

(ii) An opinion of David P. Bobzien, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution (as defined herein) was duly adopted by the Board of Supervisors of the County and is in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent of withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2014 Bonds or the application of proceeds of the Series 2014 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2014 Bonds or the County Documents.

(iii) An opinion of Thomas O. Lawson, Esq., PLC, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the Authority is a body politic and corporate, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Authority and is in full force and effect, (C) the Authority has all necessary power and authority (1) to execute and deliver, if applicable, the Documents and (2) to consummate all of the actions contemplated by the Documents, (D) the Documents have been duly

authorized and, if applicable, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority, enforceable (subject to customary exceptions) against the Authority in accordance with their terms, (E) no further approval, consent of withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the Authority to execute and deliver and perform its obligations under the Documents, (F) the adoption by the Authority of the Resolutions and the execution and delivery by the Authority of the other Documents and the consummation by the Authority of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the Authority, any ordinance or resolution of the Authority, or any material contract, indenture or agreement to which the Authority is a party or by which the Authority is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the Authority's revenues, assets, properties or funds except as contemplated in the Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the Authority or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2014 Bonds or the application of proceeds of the Series 2014 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the Documents and the Official Statement or the validity or enforceability of the Documents.

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

(A) the information contained in those portions of the Official Statement entitled **"ESTIMATED SOURCES AND USES OF FUNDS," "THE SERIES 2014 BONDS, (excluding Book-Entry Only System)" "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2014 BONDS", "TAX MATTERS", "LEGAL MATTERS"** and **"CONTINUING DISCLOSURE UNDERTAKING," and Appendices C, D & E** insofar as such information summarizes provisions of the Documents or the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized.

(B) the Series 2014 Bonds do not require registration under the Securities Act of 1933, as amended (the "Securities Act"); and

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

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

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

(vi) Evidence satisfactory to the Underwriters that the Series 2014 Bonds have received a rating of "__" from Fitch, Inc., "__" from Moody's Investors Service and "__" Standard & Poor's Rating Services, a division of McGraw Hill Corporation Inc. ("S&P") and that each such rating is in effect at the Closing Time.

(vii) Certified copies of all relevant proceedings of the Board of Commissioners of the Authority and the Board of Supervisors of the County.

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

(ix) Evidence satisfactory to the Underwriters that the Authority's issuance of the Series 2014 Bonds has received the County's required approval, and that such approval remains in effect.

(x) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority's Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the information under the captions **THE COUNTY, THE SERIES 2014 BONDS – Book-Entry Only System** and **TAX MATTERS** and Appendices _, _ and _ (the "Authority Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the Authority or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2014 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2014 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Documents or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the Documents or this Agreement; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the Authority or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the Authority, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the Authority has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the Authority by the Official Statement; and (6) the Authority has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xi) Signed copies of a certificate or certificates, dated the Closing Date, signed by the County Executive to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the Authority Information and Appendices [C, D and E] (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the County or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2014 Bonds, or materially and adversely affecting the ability of the County to make payments under the Project Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2014 Bonds, the resolutions duly adopted by the Fairfax County Board of

Supervisors on May __, 2014 (the "County Resolution"), this Agreement or the Letter of Representation, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents or the Letter of Representation; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

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

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

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

Section 6. Underwriters' Right to Cancel

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

(a) legislation shall have been enacted by the Congress of the United States, or a decision shall have been rendered by a court of the United States or the Commonwealth or the Tax Court of the United States, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Series 2014 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2014 Bonds, or the market price generally of obligations of the general character of the Series 2014 Bonds; or

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

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Underwriters, materially adversely affects the market for the Series 2014 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the SEC or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2014 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2014 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2014 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2014 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement is not exempt from the qualification requirements of the Trust Indenture Act of 1939; or

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

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2014 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2014 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market for the Series 2014 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2014 Bonds.

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

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2014 Bonds or of termination or cancellation of this Agreement.

Section 8. Expenses

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

The Underwriters shall pay their out-of-pocket expenses, including the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Series 2014 Bonds, fees of the CUSIP Bureau and any fees of the Municipal Securities Rulemaking Board or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2014 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2014 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2014 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 9. Use of Official Statement

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official Statement for use by the Underwriters in connection with the offer and sale of the Series 2014 Bonds.

Section 10. Miscellaneous

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

If to the Underwriters:	[Kent Lawrence, Director Citigroup Global Markets One Liberty Place, 1650 Market Street Philadelphia, PA 19103]
If to the Authority:	Fairfax County Economic Development Authority 8300 Boone Boulevard, Suite 450 Vienna, Virginia 22182 Attention: Executive Director

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

If to the County: Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: Department of Management and Budget

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

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

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

(e) This Agreement will inure to the benefit of and be binding on the Authority, the Underwriters and the County and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the Authority and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms "successors" and "assigns" shall not include any purchaser of any Series 2014 Bond from the Underwriters merely because of such purchase.

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

(g) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2014 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2014 Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of any Underwriter, has advised or is currently advising the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Agreement and (iv) the Authority has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2014 Bonds.

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

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

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

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

[Counterpart Signature Page to Bond Purchase Agreement]

CITIGROUP GLOBAL MARKETS INC.

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Approved by:

FAIRFAX COUNTY, VIRGINIA

By:_____

EXHIBIT A

RATE AND MATURITY SCHEDULE

SERIES 2014 A BONDS

Maturity (____ 1)	Principal Amount	Interest Rate	Yield
20__	$	%	%
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			

SERIES 2014 B BONDS

Maturity (____ 1)	Principal Amount	Interest Rate	Yield
20__	$	%	%
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			

EXHIBIT B

LETTER OF REPRESENTATION

LETTER OF REPRESENTATION

FAIRFAX COUNTY, VIRGINIA

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

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

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

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, is a political subdivision of the Commonwealth of Virginia (the "Commonwealth") and has all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under a resolutions duly adopted by the Fairfax County Board of Supervisors on ____, 2014, (the "County Resolution"), the Bond Purchase Agreement, the Project Agreement, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the "Continuing Disclosure Agreement"), and this Letter of Representation (collectively, the "County Documents") to have been performed at or prior to the Closing Time.

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

(c) At the time of the County's delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2014 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the County Information in the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

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

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

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

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2014 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolutions and the County Resolutions and which would cause the interest on the Series 2014 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The audited financial statements of the County for the fiscal year ended June 30, 2013, set forth as Appendix B to the Official Statement, present fairly the County's financial position as of June 30, 2013, and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2013. The County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations.

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

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2014 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2014 Bonds).

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

(l) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2014 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

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

(n) The County will comply with the information reporting requirements adopted by the SEC or the Municipal Securities Rulemaking Board with respect to tax-exempt obligations such as the Series 2014 Bonds as provided in the Continuing Disclosure Agreement. The County has not defaulted in the prior five years under any continuing disclosure undertaking made under the Rule.

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

All of the County's representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2014 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

Section 3. ***Official Statement***

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2014 Bonds.

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

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

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

Section 5. ***Notice***

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

This Letter of Representation is delivered this ___ day of ___, 2014.

FAIRFAX COUNTY, VIRGINIA

By:_____

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County") in connection with the issuance by the Fairfax Economic Development Authority (the "Authority") of its $_____ Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") and its $_____ Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "Series 2014 B Bonds, and together with the Series 2014 A Bonds, the "Series 2014 Bonds") pursuant to the provisions of resolution (the "Authorizing Resolution") adopted by the Authority on ____, 2014 and under a Master Trust Agreement, dated as of January 1, 2005, and as supplemented by a Third Supplemental Trust Agreement dated as of ____, 2014 (collectively the "Trust Agreement"), each between the Authority and U.S. Bank National Association, as successor trustee.

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself and the Authority, for the benefit of the holders of the Series 2014 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an "obligated person". The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

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

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

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

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

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

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2014 Bonds.

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

principal and interest payment delinquencies;

non-payment related defaults; if material;

unscheduled draws on debt service reserves reflecting financial difficulties;

unscheduled draws on credit enhancements reflecting financial difficulties;

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

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the [Series 2014 Bonds];

modifications to rights of holders, if material;

bond calls, if material, and tender offers;

defeasances;

release, substitution, or sale of property securing repayment of the Series 2014 Bonds, if material;

rating changes;

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

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

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

"Participating Underwriters" shall mean any of the original underwriters of the Series 2014 Bonds required to comply with the Rule in connection with the offering of such Series 2014 Bonds.

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

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

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year

ending June 30, 2014). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

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

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

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the County, including operating data, updating such information relating to the County as described in Exhibit A, all with a view toward assisting the Participating Underwriters in complying with the Rule.

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

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

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2014 Bonds.

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

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported

by an opinion of independent counsel with expertise in Federal securities laws, to the effect that such amendment is permitted or required by the Rule.

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

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2014 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Agreement or the Series 2014 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

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

Date: _____, 2014

FAIRFAX COUNTY, VIRGINIA

By: _____

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

(a) **Financial Information**. Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.

(b) **Debt Information.** Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.

(c) **Demographic Information.** Updated demographic information respecting the County, such as its population, public school enrollment and per pupil expenditure.

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

(e) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses and actuarial valuation(s) of such plans.

(f) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

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

EXHIBIT B

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

Re: FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE AND REFUNDING BONDS
SERIES 2014 A
(COUNTY FACILITIES PROJECT)

and

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE BONDS
SERIES 2014 B (FEDERALLY TAXABLE)
(COUNTY FACILITIES PROJECT)

CUSIP NOS. ___-___

Dated: _____ __, 20__

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

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____

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Board Agenda Item
May 13, 2014

CONSIDERATION – 1

National Association of Counties' Annual Conference

ISSUE:
Board designation of a voting and alternate delegate to represent the County at the National Association of Counties' (NACo) Annual Conference.

TIMING:
NACo has requested notification of Board action.

BACKGROUND:
NACo's 79th Annual Conference will be held in Orleans Parish/New Orleans, Louisiana, July 11-14, 2014. The NACo staff is preparing credentials for that conference, and the County has been requested to notify NACo of the names of the County's voting delegate and alternate voting delegate.

ENCLOSED DOCUMENTS:
None

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

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Board Agenda Item
May 13, 2014

INFORMATION – 1

Planning Commission Action on Application 2232-V13-17, Furnace Associates, Inc. (Mount Vernon District)

On Thursday, April 3, 2014, the Planning Commission voted (Commissioners Hall and Litzenberger absent from the meeting) to approve 2232-V13-17.

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

Application 2232-V13-17 sought approval to have an electrical generating facility on the subject property. The property is located west side of Furnace Road approximately 2,693 feet south of Lorton Rd, and 2,650 feet north of I-95 underpass. Tax Map 113-1 ((1)) 12 and 13.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Attachment 2: Vicinity map

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

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Planning Commission Meeting ATTACHMENT 1
April 3, 2014
Verbatim Excerpt

PCA 2000-MV-034/SEA 80-L/V-061-02/2232-V13-18/2232-V13-17 – FURNACE ASSOCIATES, INC.

Decision Only During Commission Matters
(Public Hearing held on February 27, 2014)

Commissioner Flanagan: Thank you, Mr. Chairman.

Chairman Murphy: Nice to see you with us this evening.

Commissioner Flanagan: Well it's nice to be here after having a few hours' sleep. But thank you, Mr. Chairman. First, I wish to thank the 56 citizens that signed up to speak and those that didn't sign up to speak, but stayed up anyway to speak and listen until 3:00 a.m. the next morning. And the reason for that is they recognize the huge long-term impact of this Special Exception Amendment that will be borne by the Lorton community. I think the 56 speakers set a record for the Planning Commission and I think we should all take note of the fact that this is a significant turnout by any community in Fairfax County. The decorum of the Lorton citizenry gave new meaning to why it's a good – it's to our good fortune to be an American. Their testimony presented new information, new viewpoints, and were supported with facts – facts that have been the basis for much post-hearing additional testimony and some changes to the application. Their testimony was a great help to we Commissioners in determining what we are sworn to do – make sure that all Special Exceptions are in harmony with the surrounding community with the Comprehensive Plan recommendations – and, third, with the Zoning Ordinance. I wish, however, that the Commission tonight was considering a compromise offered by the representatives of the Lorton community, who met with the applicant after the public hearing. Their compromise called for the certain closure of the landfill by the end of 2022 in order for the landfill to reach 412 feet; the elimination of the wind turbines' threat to wildlife; the elimination of the seven-story earth and berm wall threat to the adjacent RPA, floodplain, and Giles Run; and the alternate location of solar panes to the sites being served. In other words, instead of being a distance from the sites that will use the electrical energy, they would be moved, actually, to the sites where they would be using the electrical energy. I could have easily supported such a compromise. But that is not the application before us tonight for a decision. Instead, as you are aware, Furnace Associates has filed a Special Exception Amendment application – SEA 80-L/V-061-02 – seeking the expansion of their existing 250-acre construction demolition and debris landfill in Lorton and a continuation of its operation until the year 2034. The SE also seeks to add electrical generating facilities, a radio-controlled aircraft field – amateur, I mean a small aircraft field – hobby aircraft – a baseball hitting range, and a golf driving range to the site at the cessation of the landfill's operations. Concurrent with the SEA is a 2232-V13-18 for solar and wind electrical generating facilities on this 250-acre site. In addition, Furnace Associates have filed two applications that relate to its 9-acre property on the west site of Furnace Road. A Proffered Condition Amendment application, PCA 2000-MV-034, proposes the deletion of a proffered mixed-waste reclamation facility that's there now. The PCA application also proposes to permit solar electrical generating facilities as the proffered use for that property. Concurrent with the PCA 2000-MV-034 is

another 2232 application – it's actually number 2232-V13-17 – for the establishment of a solar electrical generating facilities. To say that these applications have been contentious would be a serious understatement. The Commission held its public hearing on these applications on February 27, 2014, and that public hearing did not conclude until 3:00 a.m. on the following day. Subsequently, over 200 members of the South County Federation attended a meeting to discuss these applications. The majority of the South County community associations have vehemently opposed this application. The issue has hit home for many community residents, as they participated in striking a bargain with this same applicant in 2007 to have the landfill close by the end of 2018, only to now be faced with an application seeking a substantial expansion of the landfill coupled with the request for an extension of the landfill's operations until 2034. I would like to first address the centerpiece of the applicant's proposal – the SEA application. The existing landfill is located on property that is comprised of approximately 250 acres with a permitted overall height of 412 feet. However, this SE application proposes to reduce the maximum height to 395 feet from 412 and to expand the currently-approved 4-acre platform on top to more than 40 acres. The 40-acre plus platform, in turn, would necessitate the continued – the construction of a 70-foot high – which is the equivalent of a 7-story building – high earth and berm or wall extending two miles around the entire perimeter of the landfill. If the berm wall, which would be seven stories high, were to fail, it would undoubtedly spill onto the nearby RPA, floodplain, and the Giles Run Stream. In addition, homeowners in the nearby Lorton Valley subdivision would be severely impacted. The standards for approval of this SEA are set forth in Zoning Ordinance Section 9-006. In my opinion, this application clearly fails to satisfy two such standards. First, Section 9-006 states that the Special Exception uses must be in harmony with the Comprehensive Plan. The Plan recommendations for this area of the County specifically call for gateway site building design. Gateway uses are supposed to create a sense of place in the community and should embody and announce the fabric of the community. This area of South County is rich with history, notable architecture, and a strong sense of community. Over the last 10 years, this body has helped to define, redevelop, and morph the South County area from heavy industrial uses into a newly developed, vibrant, and engaged community. An even larger landfill does nothing to announce South County as a place worth even visiting and is inconsistent with our vision to turn the Lorton community into a beautiful "gem" in Fairfax County. Quite simply, it is difficult to conceive of any land use that is more inconsistent with the notion of a gateway than a mountainous debris landfill. In addition, the construction of the 40-acre plus platform and the 7-story vegetated berm is inconsistent with the stated goal of protecting the ecological integrity of the streams in the County, as set forth in Objective 2 in the Environmental Section of the Policy Plan and General Standard Number 3 in the Zoning Ordinance, Section 9-006. Second, pursuant to General Standard Number 3, a Special Exception use should not adversely affect the use or development of neighboring properties and, further, shall not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof – end of quote. We hear abundant evidence – we heard abundant evidence at the public hearing which supports the conclusion that the continued use of this site as a landfill through 2034 would, in fact, adversely affect the use of – the use or development of the neighboring properties, including those in Lorton Valley, Shirley Acres, Sanger Street, Laurel Hill Subdivisions, the Workhouse Cultural Arts Center, Laurel Hill parkland, the nationally recognized championship public golf course, and the future development of the adaptive re-use

site – that's the old maximum security prison. Without question, this current SEA application generates a substantial number of adverse land uses, transportation, visual, ad environmental impacts – which will only get worse if the proposed SEA is approved as that not – as not only adding seven – earth and wall, behind which trash will be piled upon existing landscaped mountain sides. At the present sides, there are two sides that are landscaped substantially. Further, there is no doubt in my mind that the proposed extension and expansion would hinder or discourage the continued revitalization of the South County community. I further recommend denial of the 2232 application for solar and wind electrical generating facilities on the existing landfill property. Again, these facilities are contrary to the provisions of the adopted Comprehensive Plan. Solar and wind facilities siding on top of a 395-foot tall mountain of debris, covering a 40-acre plus platform, does nothing to create a sense of place and is not a gateway use, as called for by the Comprehensive Plan. In addition, the facilities are poorly conceived. Among other things, there is no evidence that the wind conditions at this location are sufficient to generate enough electricity to support the installation cost of the wind turbines. Equally damaging to this application, the wind turbines would be a threat to the already threatened American bald eagle population that is, once again, resident in the Mason Neck area. This is not a mere apprehension of harm. Rather, staff from the US Fish and Wildlife Service have confirmed that it previously advised the applicant that this location was unsuitable for wind turbines due to the effect on the local and migrating natural wildlife. Interesting, the proposed development conditions also allow the applicant to buy out of the green energy components of this application for a sum that may very well be less than it will cost to build the improvements. I therefore have concluded that the location, character, and extent of the proposed solar and wind electrical generating facilities on the landfill property is not substantially in accord with the adopted Comprehensive Plan. Finally, we have – we also have a Proffered Condition Amendment application and a second 2232 application for the applicant – from the applicant, which proposes to eliminate the proffered recycling center on the applicant's property on the west side of Furnace Road to allow for the construction of a solar electrical generating facility. The applicant indicated that it would move to withdraw the PCA application in the event that its current SEA application is denied. Accordingly, consistent with my findings as to the SEA application, I have concluded that we should deny the 2232 application for the west side of Furnace Road and recommend to the Board of Supervisors that it deny the Proffered Condition Amendment application to eliminate the recycling center. In summary, Mr. Chairman, there are more benefits to the County by denying than approving this application. Some in addition to those that I've noted above are: one, denial of the application will benefit Fairfax County by improving air quality when the landfill is capped, as recommended by the Planning Commission in 2006. The Sierra Club testimony states that methane gas is a potent contributor to global warming – 25 to 75 – to 72 percent more potent than carbon dioxide. And only 20 to 75 percent of the methane gas is ever captured by most landfills. So in other words, we have 80 to 25 percent freely escaping. The increase – increasing the production of greenhouse gases by expanding the landfill and delaying the capping to 2035 is contrary to the County air policy objective, number one. And two, denial will benefit Fairfax County by hastening recycling when the last landfill in Fairfax County is closed in 2018, as now wisely recommended by the Commission in 2006. The current Board of Supervisors solid waste management plan encourages recycling. It does not encourage landfill expansion. The County, the Virginia

Department of Environmental Quality, and the EPA all consider landfills as a last resort and a dying industry as more debris is recycled. And three, denial will benefit Fairfax County by protecting a major Fairfax County asset and visitor attraction, the American bald eagle – one of our national symbols in addition to the American flag. Not to protect rare wildlife is contrary to the County Environmental Policy Objective 9. And four, denial will benefit Fairfax County by reducing the number of trucks with a Lorton destiny, as wisely recommended by the Planning Commission in 2006. To allow truck traffic for an additional 17 years, as requested, is contrary to Zoning Ordinance Section 9-006. Accordingly, Mr. Chairman, let me pull up here my motions. I seem to have lost my motions here. Okay – accordingly, Mr. Chairman, for these reasons and based on all of the evidence presented in the public hearings on these applications, I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I ALSO MOVE THAT THE PLANNING COMMISSION DENY SEA 80-L/V-061-02.

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Is there a second? Seconded by –

Commissioner Sargeant: Mr. Chairman, I would like to make a few comments to go with my second.

Chairman Murphy: Okay, seconded by Mr. Sargeant.

Commissioner Sargeant: Mr. Chairman, thank you very much. And let me begin by first of all acknowledging the applicant's participation in recent meetings with representatives of the South County community and business leadership. That goal was to determine whether additional dialog was possible. But at the end of the process, the two sides agreed to disagree. Now even with some recent modifications, this application is still not ready for our support and here are some reasons. The applicant had included a covenant at its own offering to – in development conditions that would have provided greater certainty requiring a closure date. I'm told that this evening that that development condition will be removed for other reasons that Commissioner Hart can elaborate. We should know that this issue has been – we should know, quite simply, that this issue closure and that kind of certainty had been addressed to the satisfaction of all parties. The lack of certainty here has certainly been one of the foundations of dispute in the South County area. The applicant has now agreed to lower the final height of the landfill from 412 to 395 feet. However, the applicant says the revised SEA Plat to reflect this change will not be ready until a week after tonight's decision. As staff noted in response to one of my questions earlier today, in general staff would review a revised plan along with revised conditions or proffers. In a question to staff regarding the amended development condition, I asked staff whether they still agree with the statement on page 19 of the staff report that the applicant has only committed to providing the methane gas and geothermal infrastructures and installation of

three wind turbines in phase one. According to the staff response dated today, "The applicant has only committed to provide methane gas and geothermal infrastructure and installation of three wind turbines in phase one for the SEA site. The applicant has committed to provide solar on the adjacent PCA side." This is one of those areas where we can provide better certainty and a better application. With regard to green energy, the applicant correctly notes the extension discussions and task force initiatives and leadership by the Board of Supervisors itself over time to promote alternative energy. And certainly, repurposing a landfill with green energy is not a unique or uncertain idea. We are likely to this – this concept go forward elsewhere as well as here. But in my response to whether the Board of Supervisors has approved any legislation to create a green energy triangle, staff responded today that they are not aware of any legislation to create a green energy triangle at this time. Yes, a green energy triangle can occur without legislation, but my question to gauge the Board's current involvement and commitment at this time. Is it lost on anyone here that the County's plan for green energy rests, perhaps, on a new bed of methane? At the end of the day, we should not forget that green energy and cash proffers may be the result of a landfill expansion and extension. We still have a 70-foot berm around the perimeter of the landfill and possibly until 2034 for landfilling activities. A better understanding about responsibility and liability for these structures and any public uses on this site are in the best interests of the County and its citizens. While the applicant's consultants do provide expertise and assurance regarding the stability and longevity of the berm, the County would be better served to provide its own third-party scrutiny regarding the future of the proposed structure. One engineer said to me, "Nothing lasts forever." So with this, Mr. Chairman, I second the motion to deny the SEA and 2232. Thank you.

Chairman Murphy: Further discussion of the motion? Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I agree with Commissioner Flanagan. This has been a contentious application and I would like to address, in part, why I think that happened and what we can do about it. I agree also that perhaps we can do better on this type of application. Never the less, I've reached a different conclusion than Mr. Flanagan regarding what our recommendation to the Board of Supervisors should be at this point. And earlier today, staff had circulated a series of motions – we received some motions last week – but I had circulated three motions today, the first of which would be what I think we should do on the SEA and the corresponding 2232. I'd like to address first why I think this particular application became so contentious and do so in an effort to try and extract from the land use decision some of the emotion – some of the emotional difficulties that we've had with this case. Several years ago, and I think there were four of us – Commissioner Lawrence, Commissioner de la Fe, Commissioner Murphy, and myself – voted on the previous iteration of the Special Exception, which was praised and celebrated at the time as a win/win situation. It was going to provide this overlook park. It was going to provide certainty as to the closure of the landfill in 2018. And it also importantly contained a provision regarding the applicant's release from liability for the landfill – that it would be taken through – a dedication would be taken by the Park Authority. At the time, I think – I speak for myself, but I think my colleagues would agree – we did not know that the Park Authority might not end up taking the dedication. As it turned out, sometime after the approval, the Park Authority ultimately decided to not accept the dedication of the facility.

That problem – that fiasco – has mushroomed into a lot of angst and complaints in the community, which I think contributed to the hostile reaction, at least, with the South County folks initially towards this application, the number of speakers we had, the length of the public hearing, the volume of the communications we've received, much of which communicates quite clearly anger over these disappointed expectations. That this was supposed to be a proffer, in fact it's been suggested to us by some that promises were broken or that the applicant should be held to these – to these promises or that there was a deal that the applicant somehow has broken. And from my perspective, that is absolutely not what happened. On a Special Exception, the applicant doesn't make promises. The Board of Supervisors, instead, imposes development conditions – the rules by which an application will be governed. What the Board of Supervisors is saying – we're approving this use, subject to the following terms. You will do this, this, this, and this. We found out, I think, as recently as last week if we – maybe we knew before or maybe I just didn't pick up on it – in one of the memoranda from staff, I learned I think for the first time that Development Condition 53, which was the key to the whole deal – which provided that at such time as the applicant was formally released from liability by DEQ, then some other things would happen. That would lead to the dedication of the facility as a public park. Well, we found out a few days ago – or at least I found out – that the County Attorney's office had never seen Development Condition 53 until long after the approval. And then this all blew up into something. I mentioned at the beginning that I had circulated some motions and the final motion, a follow-on motion, addresses my concern about what went wrong on this case and to make sure that this never happens again. And I hope it is something on which, no matter what our position is on the four applications in front us tonight, that going forward we can agree on this and that something positive can come out of this. And with respect to the follow-on motion, I think it is susceptible – that this situation is susceptible of repetition because we have repeatedly planned for innovative parks in Tysons. I think we will expect them, perhaps, in Reston as well and perhaps in other places – where we're putting parks in unusual places – on top parking garages, on tops of buildings. And we need to make sure that, going forward, the Park Authority's decision-making process is integrated into the land use decision – that it's not separated – that we not approve something that's dependent on the Park Authority doing something and that the whole approval is contemplating this is going to turn into a park and the Park Authority is going to take it. And secondly, that the County Attorney's office be integrated into the process so that where there are situations where we are contemplating dedication of land for a park or acceptance of land for a park or acceptance of maintenance responsibility or a transfer of liability or something like that – that before this is voting on – before its approved – the County Attorney's office has had an opportunity to vet those development conditions, make sure we're all on the same sheet of music, that the condition is going to work, and that the deal that we contemplate is the deal that's going to happen. We'll get to that. Coming back to this particular application, I think if it hadn't been for the disappointed expectations about the failure of the previous package to work – to turn this into a park – to turn this into a situation where the applicant is being released from liability and the landfill is correspondingly closed in 2018 – it's a much easier case to resolve. I think that on a Special Exception, our function also is somewhat different. And it's different even still on a 2232. I would adopt, generally, for the purpose of the discussion – we don't want to be here until three in the morning again – the rationale in the staff report and staff's professional analysis regarding the provision in the Comprehensive Plan, the

provisions in the Zoning Ordinance, and whether the applications each, I'll say, fall within the strike zone. On a 2232 in particular, we see this on telecommunications and we see it sometimes on Park Authority applications. Sometimes any number of things could fall within that strike zone. Any number of things might meet the criteria of location, character, and extent whether we agree with them or not – whether they would be our first choice – whether we would choose to do it in that way. And on these, I think staff has correctly analyzed them. With respect to the Special Exception, also, I will address briefly – Commissioner Sargeant had addressed Development Condition Number 60, which I had deleted in the motion on the – or if we get – depending on what happens. If we get to my motions, I am deleting Development Condition 60, which was – which did two things. It established a covenant at the end that would run through the Board of Supervisors and to an unnamed third party. In general, it would certainly be possible for an applicant to agree to a private covenant, a private agreement, a side-agreement of some sort. It might even be appropriate in a rezoning case where an applicant is making proffers. Where they're making proffers, they're saying, "Please rezone our property and here's what we're going to do if you do that." But on a Special Exception, our function is somewhat different. The General Assembly has set up a system whereby we evaluate whether certain non-residential uses of special impact are appropriate in certain areas. And if they are – if they meet certain other criteria – what development conditions are appropriate to mitigate the impacts running from the use? Those might address things like lighting and noise and transportation and buffering, landscaping, that sort of thing. To the extent that a development condition was designed to require a covenant to run to the benefit of a private third party, it's not mitigating any impact at all. It's not landscaping. It's not buffering. It's not dealing with noise. The reason that's in there is going back to this first problem with what went wrong with the park. The concern that's been expressed is that the Board of Supervisors cannot be trusted and there needs to be someone – some guardian at the gate besides the Board of Supervisors – some private party to control the destiny of this property down the road. That's not something we've ever done. That's not something the General Assembly has authorized. We can't impose, as a development condition, a requirement on a private party that they give up property rights to somebody else where it's not mitigating an impact. It's dealing with some political problem or some other issue. And again, if some private agreement were to be worked out between the parties, that's fine. But we're not in the business of telling those people what to do. That's – that's the problem with Development Condition 60. Otherwise, I think staff has correctly analyzed each of the uses and imposed a very rigorous set of development conditions, which impose also extraordinary financial contributions and requirements on this applicant over a course of many years. The applications also, I think, are – I would say – are not perfect. And in my discussions with several of you, I think we were close to a consensus on some additional points. I had hoped very much, and I know that several of us did, that the committee that Commissioner Sargeant worked on – I think we appreciate the efforts by Commissioner Sargeant, Commissioner Flanagan, and the people who participated – to try and get a compromise – to try and get a consensus. And we hope to do that on most of our cases. It didn't work here for whatever reason. Nevertheless, the applicant had made voluntarily some changes to their proposal, which staff also supports – scaling it back someone, cutting six years off of their proposal – from 2040 to 2034 – reducing the height from 412 feet to 395 feet. I think there were several other points identified, sometimes simultaneously, by multiple commissioners on which we don't necessarily have a development

condition. But at the same time, I think it is reasonable for us to look at these applications and say, "Yes, they fall within the strike zone." And the Board of Supervisors might have discretion to approve them. But at the same time, if the Board will work on these six items, they will be closer to a consensus. I think the application will be improved. I think with further discussions between staff and the applicant and the community – and the Board is sophisticated enough to do this – we can make this a better situation. We can road map for the Board how they get there. This is also, I think, an extraordinary application in terms of the time frame, as we've discussed briefly. The 2232 applications run out on Thursday. They are deemed approved as a matter of law if we take no action before then. The Board of Supervisors, theoretically, could extend them again. But there is no guarantee that they will. And we all know what happens in this building if there's a power outage, if there was a fire alarm, if there's a snowstorm again, and something happens – and even if the Board wanted to vote next week – if for some reason they don't, the applications are deemed approved. And we don't want to be in that situation. The Board has given us a deadline. I think we have done – we have rigorously vetted these applications. We have reviewed a great deal of material. Staff has been working day and night to try and digest all the stuff – answer all these questions. And I think in this extraordinary situation, we can identify for the Board suggestions for areas of improvement. And I've tried to do that. Rather than denying the whole thing – recognizing at the same time staff's careful analysis of this and the Board's commitment to any number of policies which are consistent with continuing to have a construction debris landfill within Fairfax County – whether that's for economic development purposes – whether it's for an industrial use continuing to contribute to the tax base – whether it's because we're going to need a place for construction debris for all the growth that's planned in Tysons and Reston and the revitalization areas. And if we don't have it here and the debris has to be shipped out of the County to somewhere in Maryland or Manassas or down the northern neck – wherever it's going, it's going to cost more and take longer – put more vehicles on the road for a longer period of time. And it frustrates, I think, our objectives for getting buildings to comply with, for example, LEED certification, which is going to require something like that. The Board will have the flexibility to determine these types of policy issues in that context. I think I would address, separately, when we get to the – if we get to the other motion – the particulars of that if there's a need for that. But where we are on the first – the SEA and the first 2232 – I think we shouldn't flat out deny it. I think what we should do is my motion, which recognizes that the applications fall within the strike zone, but identifies for the Board six points on which the Commission feels there could be improvement.

Commissioner de la Fe: Mr. Chairman, which motion are we talking about?

Commissioner Hart: I'm arguing why we shouldn't approve Mr. Flanagan's motion to deny the first – the SEA and the first 2232.

Commissioner de la Fe: You're talking about your motion. I haven't seen – you haven't made any motion.

Chairman Murphy: He's just giving you a preview.

Commissioner de la Fe: Oh – okay.

Commissioner Hart: I'm telling you why. Stay tuned we'll get there.

Chairman Murphy: Further discussion?

Commissioner Hart: Mr. Chairman, I had one more point.

Chairman Murphy: Okay.

Commissioner Hart: I wanted to address, also, the commitment to the future of Lorton. This is an issue with County – this is an application – these are applications with countywide implications. Lorton is an important part of the County and there was a lot of testimony about the history of Lorton or the problems with Lorton. We have had, I think – we are all aware of how Lorton was defined 20 or 30 years ago and perhaps by the major uses there. We had – overwhelming everything was the prison. We had the sewage plant, the landfill, the garbage incinerator, the quarry, Cinderbed Road, whatever else. We didn't have a lot of residential development. We didn't have a lot of investment and there were probably reasons for that. With the closure of the prison, however, Lorton got a second and a third look. And we've amended the Plan with the efforts of the Commission and some of the Commissioners participating in those planning activities. We have encouraged and seen a great deal of residential development. And I think Lorton is defined now by – not so much history – not so much the prison in the past – but the growth that we've seen in Lorton. And Lorton is recognized as a growth area. We anticipate there's going to be more growth in Lorton. And the Board has recognized that, which significant investments in schools and parks and public facilities and other things that are coming down the pike. The Lorton Arts Center – perhaps we've made a greater investment than we had intended. In any event, the Board is committed to Lorton. And the fact that an industrial use that's continuing, subject to rigorous development conditions is still there, is by no means an abandonment of the Lorton community or what it means. I think we should deny the – Commissioner Flanagan's motion and then we'll see what happens.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. Get my microphone on. I would like very much to go along with Commissioner Hart's proposals. And I do, in fact, plan to go along with the one that he has processed. I do agree that this kind of thing ought not to have happened in the first place and certainly ought not to happen again. However, I cannot agree to a motion for approval of this package, as presented to us tonight. I would like to say that I think we should start with a blank slate and the idea and understanding that the industrial use will, in fact, continue for an extended period of time – many years, that's what they're asking for. Now what do we do during that extended period of time? One of the things we can do is to assure ourselves as to the long-term stability of the mound of debris that they are building so that we don't run into liability problems later – and worse yet, functional problems with our energy generation system because the thing settled in the wrong way. Secondly, we will be able to hold close to the

end of this extended period of operation, at a time of closure as that approaches, a design contest where we can look at the technology not as it is today, but as it will be decades from now. And we can build not a series of stove pipes with individual sources of energy, but a combination or hybrid of such sources. There is a plant now existing in Florida that's advertising itself on television, which is such a hybrid. They use solar steam rather than voltaic. Voltaic is 20 percent efficient – 20 percent. In the labs, they're now doubling that. It hasn't yet reached industrial capability, but we're talking decades. We have the time to do this right if what we want is green energy. Now absent that, I can't support the application as it's presented – not because of any expectation, but because of the – the merits and the flaws of what's within the four corners of the application. Let me illustrate my position with just a couple of examples. I believe that an acceptable land use application must meet two tests. First, a condition of necessity in that the application satisfies all applicable laws and regulations. Second, a condition of sufficiency in that the application is in conformance with the Comprehensive Plan and that, as a total package, the application provides for a balance between the impacts its approval creates and the public benefits offsetting and mitigating those impacts. I do not believe the Furnace Associates proposal presented for our vote tonight shows that required balance. I'll illustrate that with just a couple of examples. The application proposes wind turbines. The applicant's consultant pointed out in the report they – that conditions at the site are marginal for energy generation using this technology, as it stands today. And the most information I have seen from the Fish and Wildlife Service is that it's unlikely there is no threat to wildlife from the turbines. But the applicant insists they be a part of the package. Even though they commit only to three machines and also include provisions for a study on wildlife impact, providing a way to back out of the technology, but retain overall approval for the extension of operations as decided. Public benefit from this feature of the proposal would then consist of a one-time cash payment. In its proposal, the applicant envisions adding an additional layer to the mound of construction and demolition debris now to be seen at the site. Atop this second layer, large mounting pads for turbines and solar cells are to be put in place. The mass of the installed equipment plus the dynamic loads from wind effects will be transmitted through the debris mound through the pads and their pilots. A condition that has the potential to result in damage to the pads and the equipment and its output would be any significant uneven settling of the debris mount over time. The last proposed development conditions that I have seen included one to the effect that unless a written certification of the long-term stability of the debris mound after it is closed is given, no infrastructure will be build atop the mound. Again, the green energy concept would be lost. In attempting to judge how likely it is that the debris mound will be stable over time, it comes quickly to mind that the debris pile was not originally intended to be in and of itself a load-bearing platform. And there is, thus, no reason to think that compaction of the pile has been a routine over the years of its operation, whatever may be done to the second layer to be added. In at least two particulars then, the value to the public of this green energy proposal is open to question. But the applicant does not want to consider leaving out the wind turbines and does not want any further deferral time to get a solid picture on the long-term stability of the debris pile and its top hamper. We are asked to vote the proposal as a package up or down. As it is presented to us tonight, I will vote against it. Thank you Mr. Chairman.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you Mr. Chairman. In the cacophony of the testimony that kept us here until 3:06 in the morning, one of the things that I remember most were the few people who spoke about the dream of green energy in this County. And the fact that we had the opportunity, if we could to be a leader and create something unusual and unique and valuable, but – Mr. – Commissioner Lawrence's point is very well-taken. I think Commissioner Hart made it also. In a number of years, we don't know what the technology is going to be. I don't think wind turbines are going to last – maybe in this situation – and maybe are not appropriate. But the green energy concept is something that I think we should not lose sight of. In some fashion or other, we should try to make it work on behalf of the County if nothing else.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: I'll try to be concise since we are on verbatim.

Chairman Murphy: We are on verbatim.

Commissioner Migliaccio: Yes.

Chairman Murphy: And I treasure every minute of it if our cacophony of our comments on the motion last as long as they have them, we will be here until 3:06 in the morning.

Commissioner Hedetniemi: You like that word.

Chairman Murphy: I love the word cacophony. Yes, go ahead. It's your turn for cacophony of the motion.

Commissioner Migliaccio: My goodness, the pressure. First, I would like to commend Mr. Flanagan and Mr. Sargeant for representing Mount Vernon in such a great manner on this application. Normally, as Lee and Mount Vernon, we go back and forth on items. But on this one – looking at it, it's not just a Mount Vernon issue. Looking at it, this application in my opinion has regional and countywide implications. And, therefore, it's not just a Mount Vernon issue. And, therefore, I am not able to support Commissioner Flanagan's denial tonight. Hopefully, we have a – Commissioner Hart's motion coming through, depending on what happens now on this vote. I hope by supporting a denial on these applications – it will allow on a vote on a compromise that can be sent to the Board. I feel it serves no purpose leaving this here to die or leaving this – these applications here for a deferral. It does no good. I think it needs to get to the next step. We need to have a vehicle to send this to the Board to let them work on it, to tweak it, to work around the edges. We as a Planning Commission work on the land use issues only. And that's what we're – that's our mission. All those other issues that we hear from South County – and they're very valid issues – those are more the political arena and those are more appropriately addressed at the Board level. And I think by providing a vehicle that may not be

perfect, but sending it up to the Board would be the best in this – for these four applications. Thank you Mr. Chairman.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion, as articulated by Mr. Flanagan to deny 2232-V13-18 and SEA 80-L/V-061-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Motion – we'll have a division; Mr. Ulfelder.

Commissioner Ulfelder: Nay.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Nay.

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: Aye.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Aye.

Chairman Murphy: Mr. de la Fe.

Commissioner de la Fe: Aye.

Chairman Murphy: Mr. Hart.

Commissioner Hart: Nay.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: Yes.

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Nay.

Chairman Murphy: Ms. Hurley.

Commissioner Hurley: Nay.

Chairman Murphy: And the Chair votes nay and the motion is defeated 6 to 4; Mr. Flanagan.

Commissioner Hart: You want me to go? Or he wants to do his other motion?

Chairman Murphy: You want to do your other – you want continuity here?

Commissioner Flanagan: As long as he had – we're on the SEA. We might as well hear his motion.

Chairman Murphy: Okay.

Commissioner Hart: Thank you, Mr. Chairman. What I would like to do, if I may, is read the motion. If there's a second, I would speak briefly to it. I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND ARE SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I FURTHER MOVE THAT THE PLANNING COMMISSION FIND THAT SEA 80-L/V-061-02 MEETS THE APPLICABLE LEGAL CRITERIA, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS WITH THE DELETION OF DEVELOPMENT CONDITION 60 FOR THE REASONS ARTICULATED IN THE STAFF REPORTS AND SUBSEQUENT MEMORANDA AND, THEREFORE, RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SPECIAL EXCEPTION AMENDMENT SEA 80-L/V-061-02, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS DATED MARCH 28, 2014, WITH THE FOLLOWING MODIFICATION: DELETE DEVELOPMENT CONDITION 60 IN ITS ENTIRETY. AND FURTHER, THAT THE COMMISSION'S RECOMMENDATION OF APPROVAL ON THE SPECIAL EXCEPTION IS COUPLED WITH THE FOLLOWING ADDITIONAL ITEMS FOR CONSIDERATION BY THE BOARD:

- THE COMMISSION RECOGNIZES THAT ALTHOUGH A CONSENSUS BETWEEN THE APPLICANT AND ALL CITIZENS MAY NOT BE POSSIBLE, FURTHER REFINEMENTS TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS, IN CONSULTATION WITH THE APPLICANT, COUNTY STAFF AND THE COMMUNITY, MAY FURTHER IMPROVE THE APPLICATION, AND PROVIDE REASSURANCES REGARDING POTENTIAL IMPACTS FROM THE APPLICATION.

THE PLANNING COMMISSION RECOMMENDS THAT SPECIFIC TOPICS FOR THE BOARD'S CONSIDERATION SHOULD INCLUDE THE FOLLOWING:

- A) THAT THE BOARD CONSIDER DELETION OF THE REQUIREMENT, DEVELOPMENT CONDITION 46 AND ELSEWHERE, THAT THE APPLICANT INSTALL WIND TURBINES AT THIS LOCATION AND INSTEAD REQUIRE A COMMITMENT BY THE APPLICANT TO INSTALL OTHER GREEN ENERGY TECHNOLOGY OF AN APPROPRIATE AND EQUIVALENT NATURE;

- B) THAT THE BOARD CONSIDER WHETHER THE APPLICANT'S $500,000 ANNUAL CONTRIBUTIONS BETWEEN 2019 AND 2038, AS REFERENCED IN DEVELOPMENT CONDITION 49, SHOULD BE INDEXED TO INFLATION OR SUBJECT TO COST OF LIVING INCREASES, OR SOME OTHER INCREMENTAL INCREASES;

- C) THAT IN ADDITION TO THE POTENTIAL MEETINGS REFERENCED IN DEVELOPMENT CONDITION 27, THE BOARD CONSIDER A REQUIREMENT THAT THE APPLICANT BE REQUIRED TO DESIGNATE AN OMBUDSMAN OR COMMUNITY LIAISON WITH CONTACT INFORMATION AVAILABLE TO THE SUPERVISOR'S OFFICE AND COMMUNITY TO FACILITATE PROMPT DIALOGUE REGARDING CITIZEN COMPLAINTS OR FIELDING QUESTIONS OR CONCERNS ABOUT THE OPERATIONS;

- D) THAT THE BOARD CONSIDER ADDITIONAL CLARIFICATION OF THE APPLICANT'S LONG TERM RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY AND STABILITY OF THE SOLAR PANELS OR OTHER STRUCTURES INSTALLED ON TOP OF THE LANDFILL, INCLUDING POST-CLOSURE;

- E) THAT THE BOARD CONSIDER ADDITIONAL LIMITATIONS ON REMOVAL OF VEGETATION, OR SUPPLEMENTAL VEGETATION AS MAY BE DETERMINED BY DPWES, IN THE 5.2-ACRE PRIVATE RECREATION AREA REFERENCED IN DEVELOPMENT CONDITION 56 TO REINFORCE THE BUFFERING IN THE DIRECTION OF THE LORTON VALLEY COMMUNITY TO THE NORTH;

- F) THAT THE BOARD CONSIDER WHETHER THE CLOSURE DATE COULD BE SOONER THAN 2034, REFERENCED IN DEVELOPMENT CONDITIONS 12 AND 60 – and that's a correction from the text that was sent out earlier – it's 12 rather than 11 – OR THE HEIGHT OF THE FINAL DEBRIS ELEVATION BE reduced – FURTHER REDUCED BELOW 395 FEET, REFERENCED IN DEVELOPMENT CONDITION 12 – that's another correction, it's 12 rather than 11 – OR THE HEIGHT OF THE 70 FOOT BERM, DEVELOPMENT CONDITION 29, BE REDUCED IF DETERMINED TO BE STRUCTURALLY SOUND BY ALL APPROPRIATE REVIEWING AGENCIES;

- AND FURTHER, THAT THE COMMISSION DOES NOT INTEND FOR THE ABOVE SUGGESTIONS FOR ADDITIONAL DISCUSSION TO RESTRICT OR LIMIT IN

ANY WAY APPROPRIATE TOPICS TO BE CONSIDERED BY THE BOARD FOR POTENTIAL REVISIONS TO THE DEVELOPMENT CONDITIONS.

I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE WAIVERS AND MODIFICATIONS THAT WERE DISTRIBUTED TO YOU IN STAFF'S HANDOUT DATED MARCH 28, 2014 AND:

- DENIAL OF A MODIFICATION OF THE INVASIVE SPECIES MANAGEMENT PLAN REQUIREMENT, PURSUANT TO SECTION 12-0404.2C OF THE PUBLIC FACILITIES MANUAL; AND A

- DENIAL OF A MODIFICATION OF THE SUBMISSION REQUIREMENTS FOR A TREE INVENTORY AND CONDITION ANALYSIS, PURSUANT TO SECTION 12-0503.3 OF THE PUBLIC FACILITIES MANUAL.

Commissioner Hart: I won't read the waivers and modifications that are in the attachment. But, Mr. Chairman, if the Chair will indulge me –

Commissioner Migliaccio: Second.

Commissioner Hart: Well I haven't finished, please. I neglected to ask that – at the County Attorney's suggestion – to have Mr. McDermott acknowledge the staff – or excuse me, the applicant is in agreement with the development condition package and less devout to Condition 60. If he could just acknowledge that on the record and then I'm done.

Chairman Murphy: Mr. McDermott, please come down and identify yourself for the record.

Francis McDermott, Esquire, Hunton & Williams, LLP: Mr. Chairman, members of the Commission, my name is Frank McDermott. I'm the attorney for the applicant. And we have certainly negotiated and are agreeable to the conditions as you propose to be modified.

Commissioner Hart: Thank you. That's my motion.

Chairman Murphy: Seconded by Mr. Migliaccio –

William Mayland, Zoning Evaluation Division, Department of Planning and Zoning: Excuse me, Commissioner?

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Mr. Mayland: Mr. Chairman?

Chairman Murphy: Yes, Mr. Sargeant.

Mr. Mayland: Mr. Chairman.

Chairman Murphy: Hello. Sorry, wait a minute. Hold on.

Mr. Mayland: Sorry, the motion's modifications – they're actually DATED APRIL 3rd, not March 28th. Sorry, I think that was – I think it was an older version. So it was our mistake. But April 3rd is we distributed today.

Commissioner Hart: Oh, I didn't intentionally change it, but –

Mr. Mayland: So if we can just correct that.

Commissioner Hart: If that date is incorrect – the April 3rd motion for waivers and modifications is attached to the text of my motion and if the date should be April 3rd rather than March 28th that – yes that's correct.

Chairman Murphy: Okay, Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. Commissioner Hart referenced specific, I think, staff comments related to this deletion of Development Condition 60. Staff comments? Are there specific written comments somewhere with regard to this particular deletion proposal? You referenced some staff – I believe you referenced some staff comments or something text with regard to the issue of deleting Development Condition 60.

Mr. Mayland: Condition Number 60 was a recent addition that was just distributed on March 28th.

Commissioner Sargeant: In his comments, he talked about – I think you referenced particular text or something related to deletion of Development Condition 60. Maybe it was extemporaneous.

Commissioner Hart: Is that a question for me?

Commissioner Sargeant: Yes.

Commissioner Hart: Mr. Chairman, if I could answer his question.

Chairman Murphy: Please.

Commissioner Hart: The staff reports and subsequent memoranda I'm referring to are the – the – we got staff reports at the beginning. We got an addendum. We've gotten many, many memoranda from staff. It's not – it's – it meets the applicable legal criteria, subject to this

package – except for Development Condition 60 as staff has articulated. The staff reports are not about Development Condition 60. The staff reports are about the applicable criteria.

Commissioner Sargeant: That's fine. I wanted to clarify that because I wanted to make sure there was not something other, text-wise, that was not related to the deletion of this that we had not seen yet. So you saying there's nothing else relating to that text regarding the deletion? If it was, I just wanted it included in the record so we all had it to look at. But if there's nothing specific to text relating to the development – deletion of Development – that's fine.

Commissioner Hart: There's nothing that's not attorney/client privilege that we can – I mean, we can't put in memoranda from counsel so it is what it is.

Commissioner Sargeant: All right, thank you. Mr. Chairman, just real quickly – I think – I certainly appreciate the comments we've heard and the initiatives regarding this motion. I think speaking to Commissioner Hart's and even Commissioner Migliaccio's comments about this being a regional and Countywide issue – I agree very much with that. And I think that's one of the challenges we have here with the issues related to the current – the current application with regard to the specificity and the certainty of the development conditions. That won't change moving it to the Board. However, with that comment, we can only hope that that will improve.

Chairman Murphy: Is there further discussion of the motion? All those in –

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I didn't speak to it. I wanted to address one point that I didn't mention previously. With respect to Commissioner Lawrence's points – and I believe I had tried to incorporate in A and D the points that he had raised – specifically with reference to the structural stability of the pile and the berm. I believe that staff's conclusion, as supported by the applicant's technical submissions, confirm that the pile as a whole is more stable with the berm than without – and that the berm will be subject to rigorous and subsequent reviews by the Geotechnical Review Board, by the Department of Public Works and Environmental Services, and the Department of Environmental Quality. We're not really capable of – I'm not capable of doing a technical analysis of that sort of thing from a structural engineering standpoint. But I am satisfied that with the regulations that we have, this is going to be reviewed by multiple agencies who know what they're doing in a very rigorous way. But I will also call that out as an issue for the Board for further clarification, which I think would help reassure the citizens on that point. I've commented on the rest of it. I think it is more responsible for us to send a recommendation to the Board, seeing it the way it is and making these suggestions.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Flanagan? I mean Mr. Lawrence.

Commissioner Lawrence: A brief reply. I thank you Commissioner Hart for including that. I was not as concerned with the berm, which was designed with a fudge-factor of two and I think is probably going to hold up, as I was with the porosity of the pile. So that when I talk about settlement, what I'm talking about is it yielding under the weight of these concrete pads after some period of time when the wind loading has been at work being transmitted through the thing. Maybe I didn't make myself clear, but that's what I had in mind. I wasn't talking about berm failure.

Commissioner Sargeant: It – Mr. Chairman, if I may respond to that – the D is directed to the structures on the top – not the berm. I mean it may look at something with the berm also, but the point of D is dealing with the structural integrity and stability of the solar panels or other structures installed on the top. And that's what the Board can look at.

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able to support the motion, primarily because I think just from a political point-of-view – I think it's better always to move denial. I would've supported the considerations that Commissioner Hart brings up if they in amendment to my motion to deny. I think it's a stronger recommendation from the Planning Commission to the Board of Supervisors if it's a motion to deny with the investigation with all the subjects that he listed for his motion to approve. I wouldn't have had any objection if had amended my motion to attach them as considerations that he thought were worthwhile investigating after it gets over to the Board of Supervisors. So I – I'm just – so I'm – as it is right now without that consideration, I'm going to have to continue to object to the motion.

Chairman Murphy: Further discussion? All those in favor of the –

Mr. Mayland: Mr. Chairman? I'm sorry.

Chairman Murphy: I'm sorry.

Mr. Mayland: We were unclear if there was a second to Mr. Hart's motion.

Chairman Murphy: Yes, seconded by Mr. Migliaccio.

Commissioner Migliaccio: I seconded it.

Mr. Mayland: Okay, thank you very much.

Chairman Murphy: Keep up straight over there, you know? Please. All right, all those in favor of the motion to recommend to the Board of Supervisors that they approve SEA 80-L/V-061-02 and 2232-V13-18, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?
Commissioners: No.

Chairman Murphy: Motion carries. I believe we have the same division unless anyone changed his or her mind so it's approved 6 to 4. Mr. Flanagan. It's your turn.

Commissioner Flanagan: And that's again. Yes, thank you. Yes, Mr. Chairman, I also have a follow-on motion. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA* AS AMENDED AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE COMPREHENSIVE PLAN. AND I ALSO MOVE THAT THE PLANNING COMMISSION DENY PCA 2000-MV-034.

Commissioner Sargeant: Second.

Commissioner Flanagan: Do I have a second? Did I get a second?

Chairman Murphy: Yes, hold on just a minute. You were going on 2232-V –

Commissioner Flanagan: This is the PCA motion.

Chairman Murphy: Okay – 2000-MV-034.

Commissioner Flanagan: Yes.

Chairman Murphy: Okay, all right. I'm sorry. Okay, and the 2232-V13-17.

Commissioner Flanagan: That's right.

Chairman Murphy: Okay, all those in favor – seconded by –

Commissioner Flanagan: Mr. –

Commissioner Migliaccio: Mr. Sargeant.

Chairman Murphy: Mr. Sargeant, okay. All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Same division? The motion failed 6 to 4. Mr. Hart, your turn.

Commissioner Hart: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PROFFERED CONDITION AMENDMENT PCA 2000-MV-034, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED FEBRUARY 10, 2014 AND CONTAINED IN APPENDIX 1 OF THE STAFF REPORT. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF PARAGRAPH 11 OF SECTION 11-102 OF THE ZONING ORDINANCE FOR A DUSTLESS SURFACE TO THAT SHOWN ON THE GENERALIZED DEVELOPMENT PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL TO PERMIT OFF-SITE VEHICULAR PARKING FOR THE OBSERVATION POINT FOR SPECIAL EXCEPTION AMENDMENT SEA 80-L/V-061-02, PURSUANT TO SECTION 11-102 OF THE ZONING ORDINANCE.

Commissioner Migliaccio: Second.

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

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able support the motion here because what this motion does is effectively – it takes away the one recycling piece of land that we have in Fairfax County. And I don't have any I – to my knowledge, there isn't an alternate site for recycling other than this particular site. So I think it violates the County's policy of encouraging recycling by taking away the one site that is now planned for recycling. I just – it just seems like we're going totally against our – the Policy Plan. I just – I can't believe that the Planning Commission is not going to support the Policy Plan.

Chairman Murphy: Okay, further discussion? Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. I think one of the things to which Commissioner Hart is referencing is the opportunity to help further spark the recycling component of construction debris industry. And you had that opportunity there to keep not only the business of traditional construction debris going forward for a number of years, but also to help further serve as a catalyst to get the recycling of construction debris as well. Certainly, the option of solar panels in this area – it's nine acres. It sounds fun and it would be fine – except that you could move those solar panels elsewhere and still continue with your recycling and address the traffic issues that are associated with that. So you had some opportunities, which – to Commissioner Flanagan's point – will probably be lost in the future. Thank you.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2000-MV-034 and 2232-V13-17, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: No.

Chairman Murphy: Motion carries – same division. Did anyone switch? Okay, motion carries. Thank you very much – 6-4.

Commissioner Hart: Mr. Chairman, one more.

Chairman Murphy: Is that it? Mr. Hart.

Commissioner Hart: Yes, I got one more.

Chairman Murphy: Okay.

Commissioner Hart: Unless Earl's got something.

Chairman Murphy: You got another one?

Commissioner Flanagan: No.

Chairman Murphy: Did you run out?

Commissioner Hart: Okay, thank you. I've got one more. Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT DIRECT DEPARTMENT OF PLANNING AND ZONING STAFF – IN CONSULTATION WITH THE PLANNING COMMISSION, PARK AUTHORITY AND OFFICE OF THE COUNTY ATTORNEY, AS APPROPRIATE – TO EVALUATE AND

REPORT BACK TO THE BOARD, WITH APPROPRIATE RECOMMENDATIONS ON THE FOLLOWING TOPICS, WITHIN 18 MONTHS:

- A) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED, SO AS TO BETTER INTEGRATE, INTO THE COUNTY'S LAND USE DECISION MAKING PROCESS, THE PARK AUTHORITY'S DECISIONS ON ACCEPTANCE OF DEDICATION, OR RESPONSIBILITY FOR MAINTENANCE OR LIABILITY, PRIOR TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

- B) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED SO AS TO ENSURE THE OFFICE OF THE COUNTY ATTORNEY HAS AN APPROPRIATE OPPORTUNITY TO REVIEW PROPOSED LANGUAGE OF ANY DEVELOPMENT CONDITIONS OR PROFFERS, SPECIFICALLY INCLUDING PROVISIONS FOR CONVEYANCE, ACCEPTANCE, OR DEDICATION OF LAND OR ASSOCIATED RESPONSIBILITY FOR MAINTENANCE OR LIABILITY AND ANY CONDITIONS PRECEDENT, PRIOR TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion?

Commissioner Sargeant: Mr. Chairman?

Commissioner de la Fe: Mr. Chairman?

Chairman Murphy: Mr. Sargeant, then Mr. de la Fe.

Commissioner Sargeant: If I could make a friendly amendment, just to add the words RECREATION FACILITIES as well – park and recreation.

Commissioner Hart: Where is that?

Commissioner Sargeant: You don't have it. That's why I would like to suggest putting it under – perhaps the second line, "Unconventional–" – in somewhere in here, I think you need to reference park and recreation facilities. That's what we've been working on for a number of months now.

Commissioner Hart: If staff is okay with adding that – FOLLOWING PARK FACILITIES IN THE SECOND LINE OF A AND THE LINE OF B – Mr. Mayland. If staff's okay with that –

Chairman Murphy: You okay?

Mr. Mayland: No issue.

Commissioner Hart: Then I'm okay with that.

Chairman Murphy: All right. Further discussion?

Commissioner de la Fe: Yes.

Commissioner Flanagan: Yes.

Chairman Murphy: I'm sorry, Mr. de la Fe. And then Mr. Flanagan.

Commissioner de la Fe: I respect Commissioner Hart's intent with this. But frankly, what he is recommending be studied is what I as a district Planning Commissioner assume happens in any case. So I just think that we are reacting as government often does to study something that should not happen because it happened once and it will happen again – and whether we studied it to death or not. I just think we are reacting to one particular case and we probably will create another myriad of procedures that will fail once again and then we'll study it again. So I think we're just doing what government always does and that is react to a failure by creating a commission that will create procedures. Sorry, I'm – worked for the government for 45 years and that's what happens.

Chairman Murphy: I was going to say your government's showing.

Commissioner de la Fe: I know. I mean it's absurd. This should be happening and it's up to the local Planning Commissioner to make sure that it happens. And attorney's change, Park Authority Boards change, Board of Supervisors change, and Planning Commissioners change. And frankly, that's probably what happened here. And I – I don't agree that it was the Planning – the Park Authority's fault that this failed.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. I too think this is a – sort of a feel good sort of a proposal here. I suppose it doesn't hurt. It doesn't do any harm, but I don't think we should be raising expectations. I would much prefer the previous suggestion about the covenant with the

land. I think things of that sort are a much better way of gaining the ends that we're trying to achieve here. If there had been something of this sort done at the time that we had the agreement back in 2006, I think we wouldn't be in this pickle right now in my opinion. So and – I don't think this is – I don't disagree with Mr. – Commissioner Hart on this. This was a suggestion that came up in the – the idea of a covenant – using a covenant is a subject that came up in the group that studied it after the public hearing at the request of Chairman Bulova. In fact, I was the one who put it on the table at the group meeting. And it's – it was something that you can ask for and that the applicant could – this was voluntary. This was something that he – it wasn't required of him. It's something you can always bring up. And if the applicant is willing to do so, why you're that much ahead. So I – that was the only way the covenant got in there to begin with – because the applicant proposed putting it in there. So I don't understand why we're concerned about this covenant issue.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: At the risk of going on too long on this subject, I also was a fed. And I know that sometimes we tend to try to correct by adding more corrections and by becoming more involved. I would suggest possibly that the impact of this whole activity has been – has been noted and has been sufficiently concerning to a number of people that maybe we don't need to have a regulation – a motion, in effect, to accomplish what Commissioner Hart has raised as something that we need to be conscious of. And we just keep it in mind and make sure that we don't over-extend ourselves beyond what could have been a good process initially.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Sargeant: Probably – this mission is fine. It – to your point, it won't solve a great deal. It will focus on one component of what was a far more complex mismatch of timing and everything else. So I think, probably, a broader review would appropriate, but this is a fine start.

Chairman Murphy: Further discussion? All those in favor of the motion, as articulated by Mr. Hart –

Commissioner Hart: If I could –

Chairman Murphy: Almost articulated by Mr. Hart.

Commissioner Hart: To Commissioner de la Fe's point, I wasn't meaning to blame to Park Authority necessarily. I don't know where this went off the rails. I just know that it did. And thought it would reasonable –

Commissioner de la Fe: You made it very clear in your statement that it was the Park Authority. You did. It's in the record.

Commissioner Hart: Everything I said – the Park Authority at the time of the approval, I thought, was on – and I thought all four of us thought that. Maybe everybody did – that the Park Authority was on board. We would never have done this if they were not going to do it after the fact this went wrong. We ought not be voting on things if their decision is subject to something else happening later. The Park Authority does an amazing job. They are the stewards of – they're perhaps the biggest landowner in the County. They're the stewards of many, many properties. And it may have been a reasonable decision in this instance –

Commissioner de la Fe: It was a different Park Authority Board.

Commissioner Hart: -to take a property that doesn't have – that it was an old landfill that maybe had liability. My problem is the process didn't work because we got left high and dry after the fact. Anyway, I don't mean to pass the blame on the Park Authority and I'm trying to make that clear.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Mr. Hart, I know you were trying to end on a high note, as was everyone in here.

Commissioner Hart: I was. I thought – maybe in the middle.

Commissioner Migliaccio: Perhaps just withdrawing your motion and packing it up and let's go home.

Commissioner Hart: Let's see what happens.

Chairman Murphy: All those in favor of the motion as – I'm not going to ask if there's any more discussion, I guarantee you – all those in favor of the motion, as articulated by Mr. Hart, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Migliaccio: No.

Commissioner de la Fe: I abstain.

Chairman Murphy: Okay, the motion carries. Mr. Migliaccio votes no. Mr. de la Fe abstains.

Commissioner Flanagan: Mr. Flanagan votes no.

Chairman Murphy: And Mr. Flanagan votes no.

Chairman Murphy: Okay. Just a couple words, if I may. As Chairman of the Planning Commission, it is my honor when there are an even number of Commissioners to be the swing vote. I did that for many reasons. Mathematically, if I didn't swing the way I swung, the motion would have failed anyway and we would be stuck with a hung jury at 5 to 5 because there are only 5 – 10 Commissioners present tonight. But I didn't really do – and I thought that would send a bad motion – message to the Board because I don't think anyone here would have been willing to change the numbers. And we could have been here until 3:15 Sunday night trying to figure out how we were going to get a 6 to 5 vote. Also, I am not in favor of sending to the Board of Supervisors, no matter how awesome the task, a recommendation without a recommendation. We don't do that. But I look at it more as a challenge to both the citizens and Mr. McDermott and the applicant. This is not a free pass for the applicant. And it's not a free pass for the citizens either. I don't know what the Board is going to do, but if you want the best deal possible – if the Board approves this – it is your time, both of you, to stop spinning your ties, work together, and come up with a meaningful compromise to present to the Board of Supervisors that they can act on with credibility and with what's best for Lorton and this County. Because I agree, this is not an MV application or an SP or a LE. It is a countywide application. It just happens to be in the Mount Vernon District. And I can remember back when – when I first started on the Planning Commission – and citizens from this area where you live now came to Elaine McConnell and me and said we're tired of living in an area that's known for a dump and a prison. What can you do about it? And lo and behold, Till Hazel came and said, "Let's do Crosspointe and I'll throw in a school." And that was really the first magnificent residential development Lorton had seen for years and years and years. And that kicked off, I believe, the residential development in that area of the County and what's gone on ever since. And I know their issues with what's going on with the dump and what's going on with this and that and the other thing on that parcel of land. But this is a time to work together. I want to thank Mr. Flanagan. He has done job at the tiller – sailing this ship again with some – on some rocky waters along with Mr. Sargeant and those other folks that served on the committee. I want to thank the staff, the backup singers who we didn't hear from this evening. And also, in particular, Mr. Mayland and Ms. Tsai. They have been tethered to bucking broncos for a long time and the ride ain't over yet. Because as this goes to the Board, and I think they're bringing some messages with them as to how not only the citizens but how the Planning Commission feels, that will be articulated when the Board of Supervisors gets together and find – find and determines what to do with this application – Mr. Flanagan.

Commissioner Flanagan: Thank you for allowing me to – to take the opportunity to thank the President of the South County Federation, the Vice President of the South County Federation, and the Chairman of the Land Use Committee who have come out this evening not to testify, but just to be sure that they fully understand the discussion that we have just now had. And so I really do thank them for being here this evening. That's Mr. – it's the three of those gentleman sitting back there.

Chairman Murphy: Thank you guys.

Commissioners: Yes, thank you for coming.

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(The first motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The second motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The third motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

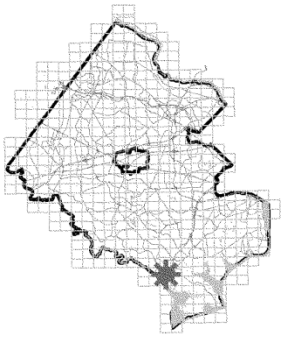
(The fourth motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The fifth motion carried by a vote of 7-2-1. Commissioners Flanagan and Migliaccio voted in opposition. Commissioner de la Fe abstained. Commissioners Hall and Litzenberger were absent from the meeting.)

JLC

PLANNING DETERMINATION

Section 15.2-2232 of the Code of Virginia



Number: 2232-V13-17

Acreage: 8.86 Ac.

District: Mount Vernon

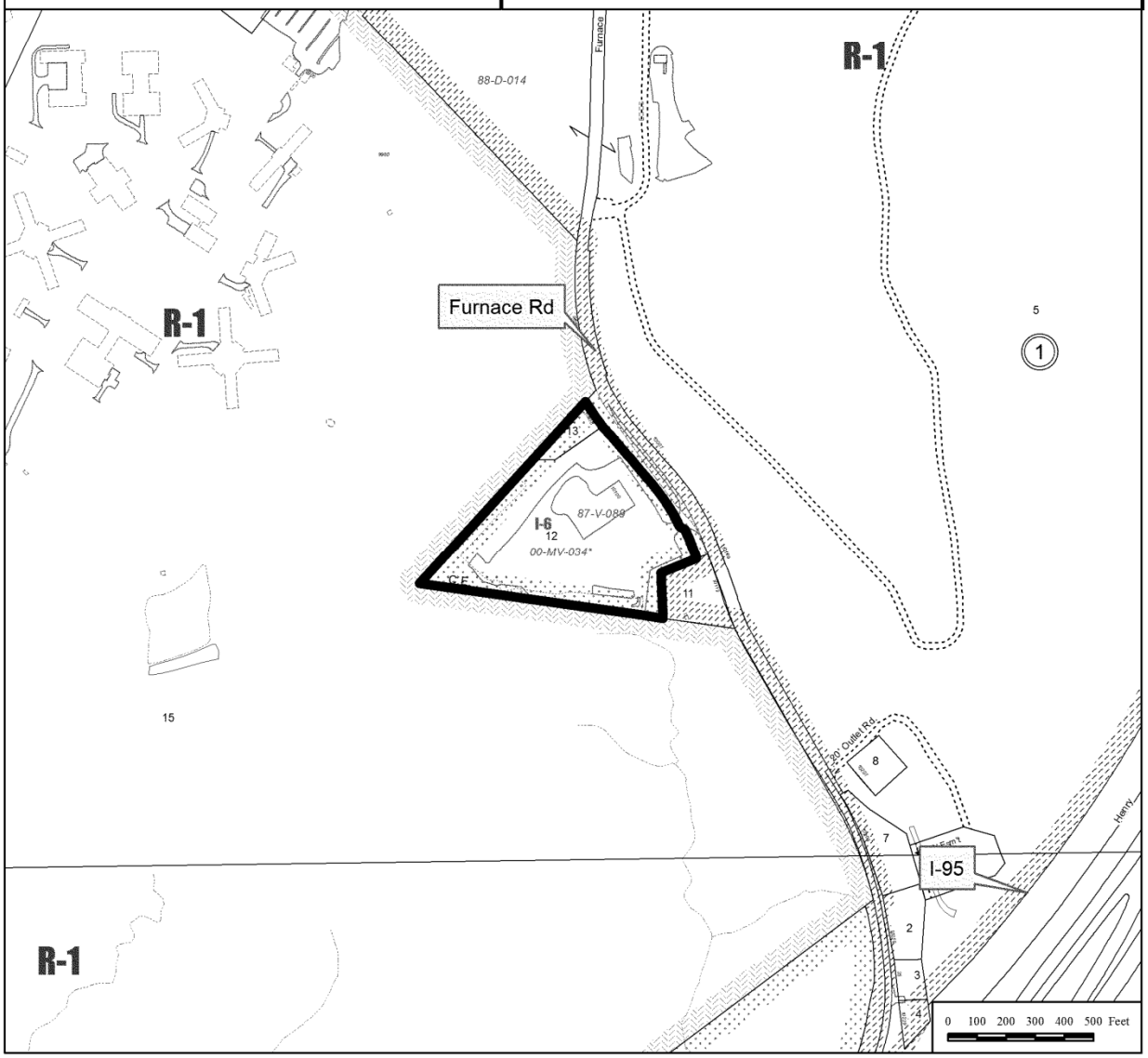
Tax Map ID Number: 113-1 ((1)) 12 and 13

Address: 10018 and 10100 Furnace Road
Lorton, VA 22079

Applicant: Furnace Associates, Inc.

Planned Use: Mixed Waste Reclamation Facility

Proposed Use: Solar Energy Facility



Board Agenda Item
May 13, 2014

INFORMATION – 2

Planning Commission Action on Application 2232-V13-18, Furnace Associates, Inc. (Mount Vernon District)

On Thursday, March 13, 2014, the Planning Commission voted (Commissioners Hall and Litzenberger absent from the meeting) to approve 2232-V13-18.

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

Application 2232-V13-18 sought approval to have solar and wind electrical generating facilities on the subject property. The property is located at 10001, 10201, 10209, 10215, 10219 and 10229 Furnace Road, Lorton, VA 22079. Tax Map 113-1 ((1)) part 5, 7, 8 and 113-3 ((1)) 1, 2, 4

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Attachment 2: Vicinity map

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

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Planning Commission Meeting ATTACHMENT 1
April 3, 2014
Verbatim Excerpt

PCA 2000-MV-034/SEA 80-L/V-061-02/2232-V13-18/2232-V13-17 – FURNACE ASSOCIATES, INC.

Decision Only During Commission Matters
(Public Hearing held on February 27, 2014)

Commissioner Flanagan: Thank you, Mr. Chairman.

Chairman Murphy: Nice to see you with us this evening.

Commissioner Flanagan: Well it's nice to be here after having a few hours' sleep. But thank you, Mr. Chairman. First, I wish to thank the 56 citizens that signed up to speak and those that didn't sign up to speak, but stayed up anyway to speak and listen until 3:00 a.m. the next morning. And the reason for that is they recognize the huge long-term impact of this Special Exception Amendment that will be borne by the Lorton community. I think the 56 speakers set a record for the Planning Commission and I think we should all take note of the fact that this is a significant turnout by any community in Fairfax County. The decorum of the Lorton citizenry gave new meaning to why it's a good – it's to our good fortune to be an American. Their testimony presented new information, new viewpoints, and were supported with facts – facts that have been the basis for much post-hearing additional testimony and some changes to the application. Their testimony was a great help to we Commissioners in determining what we are sworn to do – make sure that all Special Exceptions are in harmony with the surrounding community with the Comprehensive Plan recommendations – and, third, with the Zoning Ordinance. I wish, however, that the Commission tonight was considering a compromise offered by the representatives of the Lorton community, who met with the applicant after the public hearing. Their compromise called for the certain closure of the landfill by the end of 2022 in order for the landfill to reach 412 feet; the elimination of the wind turbines' threat to wildlife; the elimination of the seven-story earth and berm wall threat to the adjacent RPA, floodplain, and Giles Run; and the alternate location of solar panes to the sites being served. In other words, instead of being a distance from the sites that will use the electrical energy, they would be moved, actually, to the sites where they would be using the electrical energy. I could have easily supported such a compromise. But that is not the application before us tonight for a decision. Instead, as you are aware, Furnace Associates has filed a Special Exception Amendment application – SEA 80-L/V-061-02 – seeking the expansion of their existing 250-acre construction demolition and debris landfill in Lorton and a continuation of its operation until the year 2034. The SE also seeks to add electrical generating facilities, a radio-controlled aircraft field – amateur, I mean a small aircraft field – hobby aircraft – a baseball hitting range, and a golf driving range to the site at the cessation of the landfill's operations. Concurrent with the SEA is a 2232-V13-18 for solar and wind electrical generating facilities on this 250-acre site. In addition, Furnace Associates have filed two applications that relate to its 9-acre property on the west site of Furnace Road. A Proffered Condition Amendment application, PCA 2000-MV-034, proposes the deletion of a proffered mixed-waste reclamation facility that's there now. The PCA application also proposes to permit solar electrical generating facilities as the proffered use for that property. Concurrent with the PCA 2000-MV-034 is

another 2232 application – it's actually number 2232-V13-17 – for the establishment of a solar electrical generating facilities. To say that these applications have been contentious would be a serious understatement. The Commission held its public hearing on these applications on February 27, 2014, and that public hearing did not conclude until 3:00 a.m. on the following day. Subsequently, over 200 members of the South County Federation attended a meeting to discuss these applications. The majority of the South County community associations have vehemently opposed this application. The issue has hit home for many community residents, as they participated in striking a bargain with this same applicant in 2007 to have the landfill close by the end of 2018, only to now be faced with an application seeking a substantial expansion of the landfill coupled with the request for an extension of the landfill's operations until 2034. I would like to first address the centerpiece of the applicant's proposal – the SEA application. The existing landfill is located on property that is comprised of approximately 250 acres with a permitted overall height of 412 feet. However, this SE application proposes to reduce the maximum height to 395 feet from 412 and to expand the currently-approved 4-acre platform on top to more than 40 acres. The 40-acre plus platform, in turn, would necessitate the continued – the construction of a 70-foot high – which is the equivalent of a 7-story building – high earth and berm or wall extending two miles around the entire perimeter of the landfill. If the berm wall, which would be seven stories high, were to fail, it would undoubtedly spill onto the nearby RPA, floodplain, and the Giles Run Stream. In addition, homeowners in the nearby Lorton Valley subdivision would be severely impacted. The standards for approval of this SEA are set forth in Zoning Ordinance Section 9-006. In my opinion, this application clearly fails to satisfy two such standards. First, Section 9-006 states that the Special Exception uses must be in harmony with the Comprehensive Plan. The Plan recommendations for this area of the County specifically call for gateway site building design. Gateway uses are supposed to create a sense of place in the community and should embody and announce the fabric of the community. This area of South County is rich with history, notable architecture, and a strong sense of community. Over the last 10 years, this body has helped to define, redevelop, and morph the South County area from heavy industrial uses into a newly developed, vibrant, and engaged community. An even larger landfill does nothing to announce South County as a place worth even visiting and is inconsistent with our vision to turn the Lorton community into a beautiful "gem" in Fairfax County. Quite simply, it is difficult to conceive of any land use that is more inconsistent with the notion of a gateway than a mountainous debris landfill. In addition, the construction of the 40-acre plus platform and the 7-story vegetated berm is inconsistent with the stated goal of protecting the ecological integrity of the streams in the County, as set forth in Objective 2 in the Environmental Section of the Policy Plan and General Standard Number 3 in the Zoning Ordinance, Section 9-006. Second, pursuant to General Standard Number 3, a Special Exception use should not adversely affect the use or development of neighboring properties and, further, shall not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof – end of quote. We hear abundant evidence – we heard abundant evidence at the public hearing which supports the conclusion that the continued use of this site as a landfill through 2034 would, in fact, adversely affect the use of – the use or development of the neighboring properties, including those in Lorton Valley, Shirley Acres, Sanger Street, Laurel Hill Subdivisions, the Workhouse Cultural Arts Center, Laurel Hill parkland, the nationally recognized championship public golf course, and the future development of the adaptive re-use

site – that's the old maximum security prison. Without question, this current SEA application generates a substantial number of adverse land uses, transportation, visual, ad environmental impacts – which will only get worse if the proposed SEA is approved as that not – as not only adding seven – earth and wall, behind which trash will be piled upon existing landscaped mountain sides. At the present sides, there are two sides that are landscaped substantially. Further, there is no doubt in my mind that the proposed extension and expansion would hinder or discourage the continued revitalization of the South County community. I further recommend denial of the 2232 application for solar and wind electrical generating facilities on the existing landfill property. Again, these facilities are contrary to the provisions of the adopted Comprehensive Plan. Solar and wind facilities siding on top of a 395-foot tall mountain of debris, covering a 40-acre plus platform, does nothing to create a sense of place and is not a gateway use, as called for by the Comprehensive Plan. In addition, the facilities are poorly conceived. Among other things, there is no evidence that the wind conditions at this location are sufficient to generate enough electricity to support the installation cost of the wind turbines. Equally damaging to this application, the wind turbines would be a threat to the already threatened American bald eagle population that is, once again, resident in the Mason Neck area. This is not a mere apprehension of harm. Rather, staff from the US Fish and Wildlife Service have confirmed that it previously advised the applicant that this location was unsuitable for wind turbines due to the effect on the local and migrating natural wildlife. Interesting, the proposed development conditions also allow the applicant to buy out of the green energy components of this application for a sum that may very well be less than it will cost to build the improvements. I therefore have concluded that the location, character, and extent of the proposed solar and wind electrical generating facilities on the landfill property is not substantially in accord with the adopted Comprehensive Plan. Finally, we have – we also have a Proffered Condition Amendment application and a second 2232 application for the applicant – from the applicant, which proposes to eliminate the proffered recycling center on the applicant's property on the west side of Furnace Road to allow for the construction of a solar electrical generating facility. The applicant indicated that it would move to withdraw the PCA application in the event that its current SEA application is denied. Accordingly, consistent with my findings as to the SEA application, I have concluded that we should deny the 2232 application for the west side of Furnace Road and recommend to the Board of Supervisors that it deny the Proffered Condition Amendment application to eliminate the recycling center. In summary, Mr. Chairman, there are more benefits to the County by denying than approving this application. Some in addition to those that I've noted above are: one, denial of the application will benefit Fairfax County by improving air quality when the landfill is capped, as recommended by the Planning Commission in 2006. The Sierra Club testimony states that methane gas is a potent contributor to global warming – 25 to 75 – to 72 percent more potent than carbon dioxide. And only 20 to 75 percent of the methane gas is ever captured by most landfills. So in other words, we have 80 to 25 percent freely escaping. The increase – increasing the production of greenhouse gases by expanding the landfill and delaying the capping to 2035 is contrary to the County air policy objective, number one. And two, denial will benefit Fairfax County by hastening recycling when the last landfill in Fairfax County is closed in 2018, as now wisely recommended by the Commission in 2006. The current Board of Supervisors solid waste management plan encourages recycling. It does not encourage landfill expansion. The County, the Virginia

Department of Environmental Quality, and the EPA all consider landfills as a last resort and a dying industry as more debris is recycled. And three, denial will benefit Fairfax County by protecting a major Fairfax County asset and visitor attraction, the American bald eagle – one of our national symbols in addition to the American flag. Not to protect rare wildlife is contrary to the County Environmental Policy Objective 9. And four, denial will benefit Fairfax County by reducing the number of trucks with a Lorton destiny, as wisely recommended by the Planning Commission in 2006. To allow truck traffic for an additional 17 years, as requested, is contrary to Zoning Ordinance Section 9-006. Accordingly, Mr. Chairman, let me pull up here my motions. I seem to have lost my motions here. Okay – accordingly, Mr. Chairman, for these reasons and based on all of the evidence presented in the public hearings on these applications, I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I ALSO MOVE THAT THE PLANNING COMMISSION DENY SEA 80-L/V-061-02.

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Is there a second? Seconded by –

Commissioner Sargeant: Mr. Chairman, I would like to make a few comments to go with my second.

Chairman Murphy: Okay, seconded by Mr. Sargeant.

Commissioner Sargeant: Mr. Chairman, thank you very much. And let me begin by first of all acknowledging the applicant's participation in recent meetings with representatives of the South County community and business leadership. That goal was to determine whether additional dialog was possible. But at the end of the process, the two sides agreed to disagree. Now even with some recent modifications, this application is still not ready for our support and here are some reasons. The applicant had included a covenant at its own offering to – in development conditions that would have provided greater certainty requiring a closure date. I'm told that this evening that that development condition will be removed for other reasons that Commissioner Hart can elaborate. We should know that this issue has been – we should know, quite simply, that this issue closure and that kind of certainty had been addressed to the satisfaction of all parties. The lack of certainty here has certainly been one of the foundations of dispute in the South County area. The applicant has now agreed to lower the final height of the landfill from 412 to 395 feet. However, the applicant says the revised SEA Plat to reflect this change will not be ready until a week after tonight's decision. As staff noted in response to one of my questions earlier today, in general staff would review a revised plan along with revised conditions or proffers. In a question to staff regarding the amended development condition, I asked staff whether they still agree with the statement on page 19 of the staff report that the applicant has only committed to providing the methane gas and geothermal infrastructures and installation of

three wind turbines in phase one. According to the staff response dated today, "The applicant has only committed to provide methane gas and geothermal infrastructure and installation of three wind turbines in phase one for the SEA site. The applicant has committed to provide solar on the adjacent PCA side." This is one of those areas where we can provide better certainty and a better application. With regard to green energy, the applicant correctly notes the extension discussions and task force initiatives and leadership by the Board of Supervisors itself over time to promote alternative energy. And certainly, repurposing a landfill with green energy is not a unique or uncertain idea. We are likely to this – this concept go forward elsewhere as well as here. But in my response to whether the Board of Supervisors has approved any legislation to create a green energy triangle, staff responded today that they are not aware of any legislation to create a green energy triangle at this time. Yes, a green energy triangle can occur without legislation, but my question to gauge the Board's current involvement and commitment at this time. Is it lost on anyone here that the County's plan for green energy rests, perhaps, on a new bed of methane? At the end of the day, we should not forget that green energy and cash proffers may be the result of a landfill expansion and extension. We still have a 70-foot berm around the perimeter of the landfill and possibly until 2034 for landfilling activities. A better understanding about responsibility and liability for these structures and any public uses on this site are in the best interests of the County and its citizens. While the applicant's consultants do provide expertise and assurance regarding the stability and longevity of the berm, the County would be better served to provide its own third-party scrutiny regarding the future of the proposed structure. One engineer said to me, "Nothing lasts forever." So with this, Mr. Chairman, I second the motion to deny the SEA and 2232. Thank you.

Chairman Murphy: Further discussion of the motion? Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I agree with Commissioner Flanagan. This has been a contentious application and I would like to address, in part, why I think that happened and what we can do about it. I agree also that perhaps we can do better on this type of application. Never the less, I've reached a different conclusion than Mr. Flanagan regarding what our recommendation to the Board of Supervisors should be at this point. And earlier today, staff had circulated a series of motions – we received some motions last week – but I had circulated three motions today, the first of which would be what I think we should do on the SEA and the corresponding 2232. I'd like to address first why I think this particular application became so contentious and do so in an effort to try and extract from the land use decision some of the emotion – some of the emotional difficulties that we've had with this case. Several years ago, and I think there were four of us – Commissioner Lawrence, Commissioner de la Fe, Commissioner Murphy, and myself – voted on the previous iteration of the Special Exception, which was praised and celebrated at the time as a win/win situation. It was going to provide this overlook park. It was going to provide certainty as to the closure of the landfill in 2018. And it also importantly contained a provision regarding the applicant's release from liability for the landfill – that it would be taken through – a dedication would be taken by the Park Authority. At the time, I think – I speak for myself, but I think my colleagues would agree – we did not know that the Park Authority might not end up taking the dedication. As it turned out, sometime after the approval, the Park Authority ultimately decided to not accept the dedication of the facility.

That problem – that fiasco – has mushroomed into a lot of angst and complaints in the community, which I think contributed to the hostile reaction, at least, with the South County folks initially towards this application, the number of speakers we had, the length of the public hearing, the volume of the communications we've received, much of which communicates quite clearly anger over these disappointed expectations. That this was supposed to be a proffer, in fact it's been suggested to us by some that promises were broken or that the applicant should be held to these – to these promises or that there was a deal that the applicant somehow has broken. And from my perspective, that is absolutely not what happened. On a Special Exception, the applicant doesn't make promises. The Board of Supervisors, instead, imposes development conditions – the rules by which an application will be governed. What the Board of Supervisors is saying – we're approving this use, subject to the following terms. You will do this, this, this, and this. We found out, I think, as recently as last week if we – maybe we knew before or maybe I just didn't pick up on it – in one of the memoranda from staff, I learned I think for the first time that Development Condition 53, which was the key to the whole deal – which provided that at such time as the applicant was formally released from liability by DEQ, then some other things would happen. That would lead to the dedication of the facility as a public park. Well, we found out a few days ago – or at least I found out – that the County Attorney's office had never seen Development Condition 53 until long after the approval. And then this all blew up into something. I mentioned at the beginning that I had circulated some motions and the final motion, a follow-on motion, addresses my concern about what went wrong on this case and to make sure that this never happens again. And I hope it is something on which, no matter what our position is on the four applications in front us tonight, that going forward we can agree on this and that something positive can come out of this. And with respect to the follow-on motion, I think it is susceptible – that this situation is susceptible of repetition because we have repeatedly planned for innovative parks in Tysons. I think we will expect them, perhaps, in Reston as well and perhaps in other places – where we're putting parks in unusual places – on top parking garages, on tops of buildings. And we need to make sure that, going forward, the Park Authority's decision-making process is integrated into the land use decision – that it's not separated – that we not approve something that's dependent on the Park Authority doing something and that the whole approval is contemplating this is going to turn into a park and the Park Authority is going to take it. And secondly, that the County Attorney's office be integrated into the process so that where there are situations where we are contemplating dedication of land for a park or acceptance of land for a park or acceptance of maintenance responsibility or a transfer of liability or something like that – that before this is voting on – before its approved – the County Attorney's office has had an opportunity to vet those development conditions, make sure we're all on the same sheet of music, that the condition is going to work, and that the deal that we contemplate is the deal that's going to happen. We'll get to that. Coming back to this particular application, I think if it hadn't been for the disappointed expectations about the failure of the previous package to work – to turn this into a park – to turn this into a situation where the applicant is being released from liability and the landfill is correspondingly closed in 2018 – it's a much easier case to resolve. I think that on a Special Exception, our function also is somewhat different. And it's different even still on a 2232. I would adopt, generally, for the purpose of the discussion – we don't want to be here until three in the morning again – the rationale in the staff report and staff's professional analysis regarding the provision in the Comprehensive Plan, the

provisions in the Zoning Ordinance, and whether the applications each, I'll say, fall within the strike zone. On a 2232 in particular, we see this on telecommunications and we see it sometimes on Park Authority applications. Sometimes any number of things could fall within that strike zone. Any number of things might meet the criteria of location, character, and extent whether we agree with them or not – whether they would be our first choice – whether we would choose to do it in that way. And on these, I think staff has correctly analyzed them. With respect to the Special Exception, also, I will address briefly – Commissioner Sargeant had addressed Development Condition Number 60, which I had deleted in the motion on the – or if we get – depending on what happens. If we get to my motions, I am deleting Development Condition 60, which was – which did two things. It established a covenant at the end that would run through the Board of Supervisors and to an unnamed third party. In general, it would certainly be possible for an applicant to agree to a private covenant, a private agreement, a side-agreement of some sort. It might even be appropriate in a rezoning case where an applicant is making proffers. Where they're making proffers, they're saying, "Please rezone our property and here's what we're going to do if you do that." But on a Special Exception, our function is somewhat different. The General Assembly has set up a system whereby we evaluate whether certain non-residential uses of special impact are appropriate in certain areas. And if they are – if they meet certain other criteria – what development conditions are appropriate to mitigate the impacts running from the use? Those might address things like lighting and noise and transportation and buffering, landscaping, that sort of thing. To the extent that a development condition was designed to require a covenant to run to the benefit of a private third party, it's not mitigating any impact at all. It's not landscaping. It's not buffering. It's not dealing with noise. The reason that's in there is going back to this first problem with what went wrong with the park. The concern that's been expressed is that the Board of Supervisors cannot be trusted and there needs to be someone – some guardian at the gate besides the Board of Supervisors – some private party to control the destiny of this property down the road. That's not something we've ever done. That's not something the General Assembly has authorized. We can't impose, as a development condition, a requirement on a private party that they give up property rights to somebody else where it's not mitigating an impact. It's dealing with some political problem or some other issue. And again, if some private agreement were to be worked out between the parties, that's fine. But we're not in the business of telling those people what to do. That's – that's the problem with Development Condition 60. Otherwise, I think staff has correctly analyzed each of the uses and imposed a very rigorous set of development conditions, which impose also extraordinary financial contributions and requirements on this applicant over a course of many years. The applications also, I think, are – I would say – are not perfect. And in my discussions with several of you, I think we were close to a consensus on some additional points. I had hoped very much, and I know that several of us did, that the committee that Commissioner Sargeant worked on – I think we appreciate the efforts by Commissioner Sargeant, Commissioner Flanagan, and the people who participated – to try and get a compromise – to try and get a consensus. And we hope to do that on most of our cases. It didn't work here for whatever reason. Nevertheless, the applicant had made voluntarily some changes to their proposal, which staff also supports – scaling it back someone, cutting six years off of their proposal – from 2040 to 2034 – reducing the height from 412 feet to 395 feet. I think there were several other points identified, sometimes simultaneously, by multiple commissioners on which we don't necessarily have a development

condition. But at the same time, I think it is reasonable for us to look at these applications and say, "Yes, they fall within the strike zone." And the Board of Supervisors might have discretion to approve them. But at the same time, if the Board will work on these six items, they will be closer to a consensus. I think the application will be improved. I think with further discussions between staff and the applicant and the community – and the Board is sophisticated enough to do this – we can make this a better situation. We can road map for the Board how they get there. This is also, I think, an extraordinary application in terms of the time frame, as we've discussed briefly. The 2232 applications run out on Thursday. They are deemed approved as a matter of law if we take no action before then. The Board of Supervisors, theoretically, could extend them again. But there is no guarantee that they will. And we all know what happens in this building if there's a power outage, if there was a fire alarm, if there's a snowstorm again, and something happens – and even if the Board wanted to vote next week – if for some reason they don't, the applications are deemed approved. And we don't want to be in that situation. The Board has given us a deadline. I think we have done – we have rigorously vetted these applications. We have reviewed a great deal of material. Staff has been working day and night to try and digest all the stuff – answer all these questions. And I think in this extraordinary situation, we can identify for the Board suggestions for areas of improvement. And I've tried to do that. Rather than denying the whole thing – recognizing at the same time staff's careful analysis of this and the Board's commitment to any number of policies which are consistent with continuing to have a construction debris landfill within Fairfax County – whether that's for economic development purposes – whether it's for an industrial use continuing to contribute to the tax base – whether it's because we're going to need a place for construction debris for all the growth that's planned in Tysons and Reston and the revitalization areas. And if we don't have it here and the debris has to be shipped out of the County to somewhere in Maryland or Manassas or down the northern neck – wherever it's going, it's going to cost more and take longer – put more vehicles on the road for a longer period of time. And it frustrates, I think, our objectives for getting buildings to comply with, for example, LEED certification, which is going to require something like that. The Board will have the flexibility to determine these types of policy issues in that context. I think I would address, separately, when we get to the – if we get to the other motion – the particulars of that if there's a need for that. But where we are on the first – the SEA and the first 2232 – I think we shouldn't flat out deny it. I think what we should do is my motion, which recognizes that the applications fall within the strike zone, but identifies for the Board six points on which the Commission feels there could be improvement.

Commissioner de la Fe: Mr. Chairman, which motion are we talking about?

Commissioner Hart: I'm arguing why we shouldn't approve Mr. Flanagan's motion to deny the first – the SEA and the first 2232.

Commissioner de la Fe: You're talking about your motion. I haven't seen – you haven't made any motion.

Chairman Murphy: He's just giving you a preview.

Commissioner de la Fe: Oh – okay.

Commissioner Hart: I'm telling you why. Stay tuned we'll get there.

Chairman Murphy: Further discussion?

Commissioner Hart: Mr. Chairman, I had one more point.

Chairman Murphy: Okay.

Commissioner Hart: I wanted to address, also, the commitment to the future of Lorton. This is an issue with County – this is an application – these are applications with countywide implications. Lorton is an important part of the County and there was a lot of testimony about the history of Lorton or the problems with Lorton. We have had, I think – we are all aware of how Lorton was defined 20 or 30 years ago and perhaps by the major uses there. We had – overwhelming everything was the prison. We had the sewage plant, the landfill, the garbage incinerator, the quarry, Cinderbed Road, whatever else. We didn't have a lot of residential development. We didn't have a lot of investment and there were probably reasons for that. With the closure of the prison, however, Lorton got a second and a third look. And we've amended the Plan with the efforts of the Commission and some of the Commissioners participating in those planning activities. We have encouraged and seen a great deal of residential development. And I think Lorton is defined now by – not so much history – not so much the prison in the past – but the growth that we've seen in Lorton. And Lorton is recognized as a growth area. We anticipate there's going to be more growth in Lorton. And the Board has recognized that, which significant investments in schools and parks and public facilities and other things that are coming down the pike. The Lorton Arts Center – perhaps we've made a greater investment than we had intended. In any event, the Board is committed to Lorton. And the fact that an industrial use that's continuing, subject to rigorous development conditions is still there, is by no means an abandonment of the Lorton community or what it means. I think we should deny the – Commissioner Flanagan's motion and then we'll see what happens.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. Get my microphone on. I would like very much to go along with Commissioner Hart's proposals. And I do, in fact, plan to go along with the one that he has processed. I do agree that this kind of thing ought not to have happened in the first place and certainly ought not to happen again. However, I cannot agree to a motion for approval of this package, as presented to us tonight. I would like to say that I think we should start with a blank slate and the idea and understanding that the industrial use will, in fact, continue for an extended period of time – many years, that's what they're asking for. Now what do we do during that extended period of time? One of the things we can do is to assure ourselves as to the long-term stability of the mound of debris that they are building so that we don't run into liability problems later – and worse yet, functional problems with our energy generation system because the thing settled in the wrong way. Secondly, we will be able to hold close to the

end of this extended period of operation, at a time of closure as that approaches, a design contest where we can look at the technology not as it is today, but as it will be decades from now. And we can build not a series of stove pipes with individual sources of energy, but a combination or hybrid of such sources. There is a plant now existing in Florida that's advertising itself on television, which is such a hybrid. They use solar steam rather than voltaic. Voltaic is 20 percent efficient – 20 percent. In the labs, they're now doubling that. It hasn't yet reached industrial capability, but we're talking decades. We have the time to do this right if what we want is green energy. Now absent that, I can't support the application as it's presented – not because of any expectation, but because of the – the merits and the flaws of what's within the four corners of the application. Let me illustrate my position with just a couple of examples. I believe that an acceptable land use application must meet two tests. First, a condition of necessity in that the application satisfies all applicable laws and regulations. Second, a condition of sufficiency in that the application is in conformance with the Comprehensive Plan and that, as a total package, the application provides for a balance between the impacts its approval creates and the public benefits offsetting and mitigating those impacts. I do not believe the Furnace Associates proposal presented for our vote tonight shows that required balance. I'll illustrate that with just a couple of examples. The application proposes wind turbines. The applicant's consultant pointed out in the report they – that conditions at the site are marginal for energy generation using this technology, as it stands today. And the most information I have seen from the Fish and Wildlife Service is that it's unlikely there is no threat to wildlife from the turbines. But the applicant insists they be a part of the package. Even though they commit only to three machines and also include provisions for a study on wildlife impact, providing a way to back out of the technology, but retain overall approval for the extension of operations as decided. Public benefit from this feature of the proposal would then consist of a one-time cash payment. In its proposal, the applicant envisions adding an additional layer to the mound of construction and demolition debris now to be seen at the site. Atop this second layer, large mounting pads for turbines and solar cells are to be put in place. The mass of the installed equipment plus the dynamic loads from wind effects will be transmitted through the debris mound through the pads and their pilots. A condition that has the potential to result in damage to the pads and the equipment and its output would be any significant uneven settling of the debris mount over time. The last proposed development conditions that I have seen included one to the effect that unless a written certification of the long-term stability of the debris mound after it is closed is given, no infrastructure will be build atop the mound. Again, the green energy concept would be lost. In attempting to judge how likely it is that the debris mound will be stable over time, it comes quickly to mind that the debris pile was not originally intended to be in and of itself a load-bearing platform. And there is, thus, no reason to think that compaction of the pile has been a routine over the years of its operation, whatever may be done to the second layer to be added. In at least two particulars then, the value to the public of this green energy proposal is open to question. But the applicant does not want to consider leaving out the wind turbines and does not want any further deferral time to get a solid picture on the long-term stability of the debris pile and its top hamper. We are asked to vote the proposal as a package up or down. As it is presented to us tonight, I will vote against it. Thank you Mr. Chairman.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you Mr. Chairman. In the cacophony of the testimony that kept us here until 3:06 in the morning, one of the things that I remember most were the few people who spoke about the dream of green energy in this County. And the fact that we had the opportunity, if we could to be a leader and create something unusual and unique and valuable, but – Mr. – Commissioner Lawrence's point is very well-taken. I think Commissioner Hart made it also. In a number of years, we don't know what the technology is going to be. I don't think wind turbines are going to last – maybe in this situation – and maybe are not appropriate. But the green energy concept is something that I think we should not lose sight of. In some fashion or other, we should try to make it work on behalf of the County if nothing else.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: I'll try to be concise since we are on verbatim.

Chairman Murphy: We are on verbatim.

Commissioner Migliaccio: Yes.

Chairman Murphy: And I treasure every minute of it if our cacophony of our comments on the motion last as long as they have them, we will be here until 3:06 in the morning.

Commissioner Hedetniemi: You like that word.

Chairman Murphy: I love the word cacophony. Yes, go ahead. It's your turn for cacophony of the motion.

Commissioner Migliaccio: My goodness, the pressure. First, I would like to commend Mr. Flanagan and Mr. Sargeant for representing Mount Vernon in such a great manner on this application. Normally, as Lee and Mount Vernon, we go back and forth on items. But on this one – looking at it, it's not just a Mount Vernon issue. Looking at it, this application in my opinion has regional and countywide implications. And, therefore, it's not just a Mount Vernon issue. And, therefore, I am not able to support Commissioner Flanagan's denial tonight. Hopefully, we have a – Commissioner Hart's motion coming through, depending on what happens now on this vote. I hope by supporting a denial on these applications – it will allow on a vote on a compromise that can be sent to the Board. I feel it serves no purpose leaving this here to die or leaving this – these applications here for a deferral. It does no good. I think it needs to get to the next step. We need to have a vehicle to send this to the Board to let them work on it, to tweak it, to work around the edges. We as a Planning Commission work on the land use issues only. And that's what we're – that's our mission. All those other issues that we hear from South County – and they're very valid issues – those are more the political arena and those are more appropriately addressed at the Board level. And I think by providing a vehicle that may not be

perfect, but sending it up to the Board would be the best in this – for these four applications. Thank you Mr. Chairman.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion, as articulated by Mr. Flanagan to deny 2232-V13-18 and SEA 80-L/V-061-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Motion – we'll have a division; Mr. Ulfelder.

Commissioner Ulfelder: Nay.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Nay.

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: Aye.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Aye.

Chairman Murphy: Mr. de la Fe.

Commissioner de la Fe: Aye.

Chairman Murphy: Mr. Hart.

Commissioner Hart: Nay.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: Yes.

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Nay.

Chairman Murphy: Ms. Hurley.

Commissioner Hurley: Nay.

Chairman Murphy: And the Chair votes nay and the motion is defeated 6 to 4; Mr. Flanagan.

Commissioner Hart: You want me to go? Or he wants to do his other motion?

Chairman Murphy: You want to do your other – you want continuity here?

Commissioner Flanagan: As long as he had – we're on the SEA. We might as well hear his motion.

Chairman Murphy: Okay.

Commissioner Hart: Thank you, Mr. Chairman. What I would like to do, if I may, is read the motion. If there's a second, I would speak briefly to it. I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND ARE SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I FURTHER MOVE THAT THE PLANNING COMMISSION FIND THAT SEA 80-L/V-061-02 MEETS THE APPLICABLE LEGAL CRITERIA, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS WITH THE DELETION OF DEVELOPMENT CONDITION 60 FOR THE REASONS ARTICULATED IN THE STAFF REPORTS AND SUBSEQUENT MEMORANDA AND, THEREFORE, RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SPECIAL EXCEPTION AMENDMENT SEA 80-L/V-061-02, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS DATED MARCH 28, 2014, WITH THE FOLLOWING MODIFICATION: DELETE DEVELOPMENT CONDITION 60 IN ITS ENTIRETY. AND FURTHER, THAT THE COMMISSION'S RECOMMENDATION OF APPROVAL ON THE SPECIAL EXCEPTION IS COUPLED WITH THE FOLLOWING ADDITIONAL ITEMS FOR CONSIDERATION BY THE BOARD:

- THE COMMISSION RECOGNIZES THAT ALTHOUGH A CONSENSUS BETWEEN THE APPLICANT AND ALL CITIZENS MAY NOT BE POSSIBLE, FURTHER REFINEMENTS TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS, IN CONSULTATION WITH THE APPLICANT, COUNTY STAFF AND THE COMMUNITY, MAY FURTHER IMPROVE THE APPLICATION, AND PROVIDE REASSURANCES REGARDING POTENTIAL IMPACTS FROM THE APPLICATION.

THE PLANNING COMMISSION RECOMMENDS THAT SPECIFIC TOPICS FOR THE BOARD'S CONSIDERATION SHOULD INCLUDE THE FOLLOWING:

- A) THAT THE BOARD CONSIDER DELETION OF THE REQUIREMENT, DEVELOPMENT CONDITION 46 AND ELSEWHERE, THAT THE APPLICANT INSTALL WIND TURBINES AT THIS LOCATION AND INSTEAD REQUIRE A COMMITMENT BY THE APPLICANT TO INSTALL OTHER GREEN ENERGY TECHNOLOGY OF AN APPROPRIATE AND EQUIVALENT NATURE;

- B) THAT THE BOARD CONSIDER WHETHER THE APPLICANT'S $500,000 ANNUAL CONTRIBUTIONS BETWEEN 2019 AND 2038, AS REFERENCED IN DEVELOPMENT CONDITION 49, SHOULD BE INDEXED TO INFLATION OR SUBJECT TO COST OF LIVING INCREASES, OR SOME OTHER INCREMENTAL INCREASES;

- C) THAT IN ADDITION TO THE POTENTIAL MEETINGS REFERENCED IN DEVELOPMENT CONDITION 27, THE BOARD CONSIDER A REQUIREMENT THAT THE APPLICANT BE REQUIRED TO DESIGNATE AN OMBUDSMAN OR COMMUNITY LIAISON WITH CONTACT INFORMATION AVAILABLE TO THE SUPERVISOR'S OFFICE AND COMMUNITY TO FACILITATE PROMPT DIALOGUE REGARDING CITIZEN COMPLAINTS OR FIELDING QUESTIONS OR CONCERNS ABOUT THE OPERATIONS;

- D) THAT THE BOARD CONSIDER ADDITIONAL CLARIFICATION OF THE APPLICANT'S LONG TERM RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY AND STABILITY OF THE SOLAR PANELS OR OTHER STRUCTURES INSTALLED ON TOP OF THE LANDFILL, INCLUDING POST-CLOSURE;

- E) THAT THE BOARD CONSIDER ADDITIONAL LIMITATIONS ON REMOVAL OF VEGETATION, OR SUPPLEMENTAL VEGETATION AS MAY BE DETERMINED BY DPWES, IN THE 5.2-ACRE PRIVATE RECREATION AREA REFERENCED IN DEVELOPMENT CONDITION 56 TO REINFORCE THE BUFFERING IN THE DIRECTION OF THE LORTON VALLEY COMMUNITY TO THE NORTH;

- F) THAT THE BOARD CONSIDER WHETHER THE CLOSURE DATE COULD BE SOONER THAN 2034, REFERENCED IN DEVELOPMENT CONDITIONS 12 AND 60 – and that's a correction from the text that was sent out earlier – it's 12 rather than 11 – OR THE HEIGHT OF THE FINAL DEBRIS ELEVATION BE reduced – FURTHER REDUCED BELOW 395 FEET, REFERENCED IN DEVELOPMENT CONDITION 12 – that's another correction, it's 12 rather than 11 – OR THE HEIGHT OF THE 70 FOOT BERM, DEVELOPMENT CONDITION 29, BE REDUCED IF DETERMINED TO BE STRUCTURALLY SOUND BY ALL APPROPRIATE REVIEWING AGENCIES;

- AND FURTHER, THAT THE COMMISSION DOES NOT INTEND FOR THE ABOVE SUGGESTIONS FOR ADDITIONAL DISCUSSION TO RESTRICT OR LIMIT IN

ANY WAY APPROPRIATE TOPICS TO BE CONSIDERED BY THE BOARD FOR POTENTIAL REVISIONS TO THE DEVELOPMENT CONDITIONS.

I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE WAIVERS AND MODIFICATIONS THAT WERE DISTRIBUTED TO YOU IN STAFF'S HANDOUT DATED MARCH 28, 2014 AND:

- DENIAL OF A MODIFICATION OF THE INVASIVE SPECIES MANAGEMENT PLAN REQUIREMENT, PURSUANT TO SECTION 12-0404.2C OF THE PUBLIC FACILITIES MANUAL; AND A

- DENIAL OF A MODIFICATION OF THE SUBMISSION REQUIREMENTS FOR A TREE INVENTORY AND CONDITION ANALYSIS, PURSUANT TO SECTION 12-0503.3 OF THE PUBLIC FACILITIES MANUAL.

Commissioner Hart: I won't read the waivers and modifications that are in the attachment. But, Mr. Chairman, if the Chair will indulge me –

Commissioner Migliaccio: Second.

Commissioner Hart: Well I haven't finished, please. I neglected to ask that – at the County Attorney's suggestion – to have Mr. McDermott acknowledge the staff – or excuse me, the applicant is in agreement with the development condition package and less devout to Condition 60. If he could just acknowledge that on the record and then I'm done.

Chairman Murphy: Mr. McDermott, please come down and identify yourself for the record.

Francis McDermott, Esquire, Hunton & Williams, LLP: Mr. Chairman, members of the Commission, my name is Frank McDermott. I'm the attorney for the applicant. And we have certainly negotiated and are agreeable to the conditions as you propose to be modified.

Commissioner Hart: Thank you. That's my motion.

Chairman Murphy: Seconded by Mr. Migliaccio –

William Mayland, Zoning Evaluation Division, Department of Planning and Zoning: Excuse me, Commissioner?

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Mr. Mayland: Mr. Chairman?

Chairman Murphy: Yes, Mr. Sargeant.

Mr. Mayland: Mr. Chairman.

Chairman Murphy: Hello. Sorry, wait a minute. Hold on.

Mr. Mayland: Sorry, the motion's modifications – they're actually DATED APRIL 3rd, not March 28th. Sorry, I think that was – I think it was an older version. So it was our mistake. But April 3rd is we distributed today.

Commissioner Hart: Oh, I didn't intentionally change it, but –

Mr. Mayland: So if we can just correct that.

Commissioner Hart: If that date is incorrect – the April 3rd motion for waivers and modifications is attached to the text of my motion and if the date should be April 3rd rather than March 28th that – yes that's correct.

Chairman Murphy: Okay, Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. Commissioner Hart referenced specific, I think, staff comments related to this deletion of Development Condition 60. Staff comments? Are there specific written comments somewhere with regard to this particular deletion proposal? You referenced some staff – I believe you referenced some staff comments or something text with regard to the issue of deleting Development Condition 60.

Mr. Mayland: Condition Number 60 was a recent addition that was just distributed on March 28th.

Commissioner Sargeant: In his comments, he talked about – I think you referenced particular text or something related to deletion of Development Condition 60. Maybe it was extemporaneous.

Commissioner Hart: Is that a question for me?

Commissioner Sargeant: Yes.

Commissioner Hart: Mr. Chairman, if I could answer his question.

Chairman Murphy: Please.

Commissioner Hart: The staff reports and subsequent memoranda I'm referring to are the – the – we got staff reports at the beginning. We got an addendum. We've gotten many, many memoranda from staff. It's not – it's – it meets the applicable legal criteria, subject to this

package – except for Development Condition 60 as staff has articulated. The staff reports are not about Development Condition 60. The staff reports are about the applicable criteria.

Commissioner Sargeant: That's fine. I wanted to clarify that because I wanted to make sure there was not something other, text-wise, that was not related to the deletion of this that we had not seen yet. So you saying there's nothing else relating to that text regarding the deletion? If it was, I just wanted it included in the record so we all had it to look at. But if there's nothing specific to text relating to the development – deletion of Development – that's fine.

Commissioner Hart: There's nothing that's not attorney/client privilege that we can – I mean, we can't put in memoranda from counsel so it is what it is.

Commissioner Sargeant: All right, thank you. Mr. Chairman, just real quickly – I think – I certainly appreciate the comments we've heard and the initiatives regarding this motion. I think speaking to Commissioner Hart's and even Commissioner Migliaccio's comments about this being a regional and Countywide issue – I agree very much with that. And I think that's one of the challenges we have here with the issues related to the current – the current application with regard to the specificity and the certainty of the development conditions. That won't change moving it to the Board. However, with that comment, we can only hope that that will improve.

Chairman Murphy: Is there further discussion of the motion? All those in –

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I didn't speak to it. I wanted to address one point that I didn't mention previously. With respect to Commissioner Lawrence's points – and I believe I had tried to incorporate in A and D the points that he had raised – specifically with reference to the structural stability of the pile and the berm. I believe that staff's conclusion, as supported by the applicant's technical submissions, confirm that the pile as a whole is more stable with the berm than without – and that the berm will be subject to rigorous and subsequent reviews by the Geotechnical Review Board, by the Department of Public Works and Environmental Services, and the Department of Environmental Quality. We're not really capable of – I'm not capable of doing a technical analysis of that sort of thing from a structural engineering standpoint. But I am satisfied that with the regulations that we have, this is going to be reviewed by multiple agencies who know what they're doing in a very rigorous way. But I will also call that out as an issue for the Board for further clarification, which I think would help reassure the citizens on that point. I've commented on the rest of it. I think it is more responsible for us to send a recommendation to the Board, seeing it the way it is and making these suggestions.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Flanagan? I mean Mr. Lawrence.

Commissioner Lawrence: A brief reply. I thank you Commissioner Hart for including that. I was not as concerned with the berm, which was designed with a fudge-factor of two and I think is probably going to hold up, as I was with the porosity of the pile. So that when I talk about settlement, what I'm talking about is it yielding under the weight of these concrete pads after some period of time when the wind loading has been at work being transmitted through the thing. Maybe I didn't make myself clear, but that's what I had in mind. I wasn't talking about berm failure.

Commissioner Sargeant: It – Mr. Chairman, if I may respond to that – the D is directed to the structures on the top – not the berm. I mean it may look at something with the berm also, but the point of D is dealing with the structural integrity and stability of the solar panels or other structures installed on the top. And that's what the Board can look at.

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able to support the motion, primarily because I think just from a political point-of-view – I think it's better always to move denial. I would've supported the considerations that Commissioner Hart brings up if they in amendment to my motion to deny. I think it's a stronger recommendation from the Planning Commission to the Board of Supervisors if it's a motion to deny with the investigation with all the subjects that he listed for his motion to approve. I wouldn't have had any objection if had amended my motion to attach them as considerations that he thought were worthwhile investigating after it gets over to the Board of Supervisors. So I – I'm just – so I'm – as it is right now without that consideration, I'm going to have to continue to object to the motion.

Chairman Murphy: Further discussion? All those in favor of the –

Mr. Mayland: Mr. Chairman? I'm sorry.

Chairman Murphy: I'm sorry.

Mr. Mayland: We were unclear if there was a second to Mr. Hart's motion.

Chairman Murphy: Yes, seconded by Mr. Migliaccio.

Commissioner Migliaccio: I seconded it.

Mr. Mayland: Okay, thank you very much.

Chairman Murphy: Keep up straight over there, you know? Please. All right, all those in favor of the motion to recommend to the Board of Supervisors that they approve SEA 80-L/V-061-02 and 2232-V13-18, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?
Commissioners: No.

Chairman Murphy: Motion carries. I believe we have the same division unless anyone changed his or her mind so it's approved 6 to 4. Mr. Flanagan. It's your turn.

Commissioner Flanagan: And that's again. Yes, thank you. Yes, Mr. Chairman, I also have a follow-on motion. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA* AS AMENDED AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE COMPREHENSIVE PLAN. AND I ALSO MOVE THAT THE PLANNING COMMISSION DENY PCA 2000-MV-034.

Commissioner Sargeant: Second.

Commissioner Flanagan: Do I have a second? Did I get a second?

Chairman Murphy: Yes, hold on just a minute. You were going on 2232-V –

Commissioner Flanagan: This is the PCA motion.

Chairman Murphy: Okay – 2000-MV-034.

Commissioner Flanagan: Yes.

Chairman Murphy: Okay, all right. I'm sorry. Okay, and the 2232-V13-17.

Commissioner Flanagan: That's right.

Chairman Murphy: Okay, all those in favor – seconded by –

Commissioner Flanagan: Mr. –

Commissioner Migliaccio: Mr. Sargeant.

Chairman Murphy: Mr. Sargeant, okay. All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Same division? The motion failed 6 to 4. Mr. Hart, your turn.

Commissioner Hart: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PROFFERED CONDITION AMENDMENT PCA 2000-MV-034, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED FEBRUARY 10, 2014 AND CONTAINED IN APPENDIX 1 OF THE STAFF REPORT. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF PARAGRAPH 11 OF SECTION 11-102 OF THE ZONING ORDINANCE FOR A DUSTLESS SURFACE TO THAT SHOWN ON THE GENERALIZED DEVELOPMENT PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL TO PERMIT OFF-SITE VEHICULAR PARKING FOR THE OBSERVATION POINT FOR SPECIAL EXCEPTION AMENDMENT SEA 80-L/V-061-02, PURSUANT TO SECTION 11-102 OF THE ZONING ORDINANCE.

Commissioner Migliaccio: Second.

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

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able support the motion here because what this motion does is effectively – it takes away the one recycling piece of land that we have in Fairfax County. And I don't have any I – to my knowledge, there isn't an alternate site for recycling other than this particular site. So I think it violates the County's policy of encouraging recycling by taking away the one site that is now planned for recycling. I just – it just seems like we're going totally against our – the Policy Plan. I just – I can't believe that the Planning Commission is not going to support the Policy Plan.

Chairman Murphy: Okay, further discussion? Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. I think one of the things to which Commissioner Hart is referencing is the opportunity to help further spark the recycling component of construction debris industry. And you had that opportunity there to keep not only the business of traditional construction debris going forward for a number of years, but also to help further serve as a catalyst to get the recycling of construction debris as well. Certainly, the option of solar panels in this area – it's nine acres. It sounds fun and it would be fine – except that you could move those solar panels elsewhere and still continue with your recycling and address the traffic issues that are associated with that. So you had some opportunities, which – to Commissioner Flanagan's point – will probably be lost in the future. Thank you.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2000-MV-034 and 2232-V13-17, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: No.

Chairman Murphy: Motion carries – same division. Did anyone switch? Okay, motion carries. Thank you very much – 6-4.

Commissioner Hart: Mr. Chairman, one more.

Chairman Murphy: Is that it? Mr. Hart.

Commissioner Hart: Yes, I got one more.

Chairman Murphy: Okay.

Commissioner Hart: Unless Earl's got something.

Chairman Murphy: You got another one?

Commissioner Flanagan: No.

Chairman Murphy: Did you run out?

Commissioner Hart: Okay, thank you. I've got one more. Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT DIRECT DEPARTMENT OF PLANNING AND ZONING STAFF – IN CONSULTATION WITH THE PLANNING COMMISSION, PARK AUTHORITY AND OFFICE OF THE COUNTY ATTORNEY, AS APPROPRIATE – TO EVALUATE AND

REPORT BACK TO THE BOARD, WITH APPROPRIATE RECOMMENDATIONS ON THE FOLLOWING TOPICS, WITHIN 18 MONTHS:

- A) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED, SO AS TO BETTER INTEGRATE, INTO THE COUNTY'S LAND USE DECISION MAKING PROCESS, THE PARK AUTHORITY'S DECISIONS ON ACCEPTANCE OF DEDICATION, OR RESPONSIBILITY FOR MAINTENANCE OR LIABILITY, PRIOR TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

- B) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED SO AS TO ENSURE THE OFFICE OF THE COUNTY ATTORNEY HAS AN APPROPRIATE OPPORTUNITY TO REVIEW PROPOSED LANGUAGE OF ANY DEVELOPMENT CONDITIONS OR PROFFERS, SPECIFICALLY INCLUDING PROVISIONS FOR CONVEYANCE, ACCEPTANCE, OR DEDICATION OF LAND OR ASSOCIATED RESPONSIBILITY FOR MAINTENANCE OR LIABILITY AND ANY CONDITIONS PRECEDENT, PRIOR TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion?

Commissioner Sargeant: Mr. Chairman?

Commissioner de la Fe: Mr. Chairman?

Chairman Murphy: Mr. Sargeant, then Mr. de la Fe.

Commissioner Sargeant: If I could make a friendly amendment, just to add the words RECREATION FACILITIES as well – park and recreation.

Commissioner Hart: Where is that?

Commissioner Sargeant: You don't have it. That's why I would like to suggest putting it under – perhaps the second line, "Unconventional–" – in somewhere in here, I think you need to reference park and recreation facilities. That's what we've been working on for a number of months now.

Commissioner Hart: If staff is okay with adding that – FOLLOWING PARK FACILITIES IN THE SECOND LINE OF A AND THE LINE OF B – Mr. Mayland. If staff's okay with that –

Chairman Murphy: You okay?

Mr. Mayland: No issue.

Commissioner Hart: Then I'm okay with that.

Chairman Murphy: All right. Further discussion?

Commissioner de la Fe: Yes.

Commissioner Flanagan: Yes.

Chairman Murphy: I'm sorry, Mr. de la Fe. And then Mr. Flanagan.

Commissioner de la Fe: I respect Commissioner Hart's intent with this. But frankly, what he is recommending be studied is what I as a district Planning Commissioner assume happens in any case. So I just think that we are reacting as government often does to study something that should not happen because it happened once and it will happen again – and whether we studied it to death or not. I just think we are reacting to one particular case and we probably will create another myriad of procedures that will fail once again and then we'll study it again. So I think we're just doing what government always does and that is react to a failure by creating a commission that will create procedures. Sorry, I'm – worked for the government for 45 years and that's what happens.

Chairman Murphy: I was going to say your government's showing.

Commissioner de la Fe: I know. I mean it's absurd. This should be happening and it's up to the local Planning Commissioner to make sure that it happens. And attorney's change, Park Authority Boards change, Board of Supervisors change, and Planning Commissioners change. And frankly, that's probably what happened here. And I – I don't agree that it was the Planning – the Park Authority's fault that this failed.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. I too think this is a – sort of a feel good sort of a proposal here. I suppose it doesn't hurt. It doesn't do any harm, but I don't think we should be raising expectations. I would much prefer the previous suggestion about the covenant with the

land. I think things of that sort are a much better way of gaining the ends that we're trying to achieve here. If there had been something of this sort done at the time that we had the agreement back in 2006, I think we wouldn't be in this pickle right now in my opinion. So and – I don't think this is – I don't disagree with Mr. – Commissioner Hart on this. This was a suggestion that came up in the – the idea of a covenant – using a covenant is a subject that came up in the group that studied it after the public hearing at the request of Chairman Bulova. In fact, I was the one who put it on the table at the group meeting. And it's – it was something that you can ask for and that the applicant could – this was voluntary. This was something that he – it wasn't required of him. It's something you can always bring up. And if the applicant is willing to do so, why you're that much ahead. So I – that was the only way the covenant got in there to begin with – because the applicant proposed putting it in there. So I don't understand why we're concerned about this covenant issue.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: At the risk of going on too long on this subject, I also was a fed. And I know that sometimes we tend to try to correct by adding more corrections and by becoming more involved. I would suggest possibly that the impact of this whole activity has been – has been noted and has been sufficiently concerning to a number of people that maybe we don't need to have a regulation – a motion, in effect, to accomplish what Commissioner Hart has raised as something that we need to be conscious of. And we just keep it in mind and make sure that we don't over-extend ourselves beyond what could have been a good process initially.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Sargeant: Probably – this mission is fine. It – to your point, it won't solve a great deal. It will focus on one component of what was a far more complex mismatch of timing and everything else. So I think, probably, a broader review would appropriate, but this is a fine start.

Chairman Murphy: Further discussion? All those in favor of the motion, as articulated by Mr. Hart –

Commissioner Hart: If I could –

Chairman Murphy: Almost articulated by Mr. Hart.

Commissioner Hart: To Commissioner de la Fe's point, I wasn't meaning to blame to Park Authority necessarily. I don't know where this went off the rails. I just know that it did. And thought it would reasonable –

Commissioner de la Fe: You made it very clear in your statement that it was the Park Authority. You did. It's in the record.

Commissioner Hart: Everything I said – the Park Authority at the time of the approval, I thought, was on – and I thought all four of us thought that. Maybe everybody did – that the Park Authority was on board. We would never have done this if they were not going to do it after the fact this went wrong. We ought not be voting on things if their decision is subject to something else happening later. The Park Authority does an amazing job. They are the stewards of – they're perhaps the biggest landowner in the County. They're the stewards of many, many properties. And it may have been a reasonable decision in this instance –

Commissioner de la Fe: It was a different Park Authority Board.

Commissioner Hart: -to take a property that doesn't have – that it was an old landfill that maybe had liability. My problem is the process didn't work because we got left high and dry after the fact. Anyway, I don't mean to pass the blame on the Park Authority and I'm trying to make that clear.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Mr. Hart, I know you were trying to end on a high note, as was everyone in here.

Commissioner Hart: I was. I thought – maybe in the middle.

Commissioner Migliaccio: Perhaps just withdrawing your motion and packing it up and let's go home.

Commissioner Hart: Let's see what happens.

Chairman Murphy: All those in favor of the motion as – I'm not going to ask if there's any more discussion, I guarantee you – all those in favor of the motion, as articulated by Mr. Hart, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Migliaccio: No.

Commissioner de la Fe: I abstain.

Chairman Murphy: Okay, the motion carries. Mr. Migliaccio votes no. Mr. de la Fe abstains.

Commissioner Flanagan: Mr. Flanagan votes no.

Chairman Murphy: And Mr. Flanagan votes no.

Chairman Murphy: Okay. Just a couple words, if I may. As Chairman of the Planning Commission, it is my honor when there are an even number of Commissioners to be the swing vote. I did that for many reasons. Mathematically, if I didn't swing the way I swung, the motion would have failed anyway and we would be stuck with a hung jury at 5 to 5 because there are only 5 – 10 Commissioners present tonight. But I didn't really do – and I thought that would send a bad motion – message to the Board because I don't think anyone here would have been willing to change the numbers. And we could have been here until 3:15 Sunday night trying to figure out how we were going to get a 6 to 5 vote. Also, I am not in favor of sending to the Board of Supervisors, no matter how awesome the task, a recommendation without a recommendation. We don't do that. But I look at it more as a challenge to both the citizens and Mr. McDermott and the applicant. This is not a free pass for the applicant. And it's not a free pass for the citizens either. I don't know what the Board is going to do, but if you want the best deal possible – if the Board approves this – it is your time, both of you, to stop spinning your ties, work together, and come up with a meaningful compromise to present to the Board of Supervisors that they can act on with credibility and with what's best for Lorton and this County. Because I agree, this is not an MV application or an SP or a LE. It is a countywide application. It just happens to be in the Mount Vernon District. And I can remember back when – when I first started on the Planning Commission – and citizens from this area where you live now came to Elaine McConnell and me and said we're tired of living in an area that's known for a dump and a prison. What can you do about it? And lo and behold, Till Hazel came and said, "Let's do Crosspointe and I'll throw in a school." And that was really the first magnificent residential development Lorton had seen for years and years and years. And that kicked off, I believe, the residential development in that area of the County and what's gone on ever since. And I know their issues with what's going on with the dump and what's going on with this and that and the other thing on that parcel of land. But this is a time to work together. I want to thank Mr. Flanagan. He has done job at the tiller – sailing this ship again with some – on some rocky waters along with Mr. Sargeant and those other folks that served on the committee. I want to thank the staff, the backup singers who we didn't hear from this evening. And also, in particular, Mr. Mayland and Ms. Tsai. They have been tethered to bucking broncos for a long time and the ride ain't over yet. Because as this goes to the Board, and I think they're bringing some messages with them as to how not only the citizens but how the Planning Commission feels, that will be articulated when the Board of Supervisors gets together and find – find and determines what to do with this application – Mr. Flanagan.

Commissioner Flanagan: Thank you for allowing me to – to take the opportunity to thank the President of the South County Federation, the Vice President of the South County Federation, and the Chairman of the Land Use Committee who have come out this evening not to testify, but just to be sure that they fully understand the discussion that we have just now had. And so I really do thank them for being here this evening. That's Mr. – it's the three of those gentleman sitting back there.

Chairman Murphy: Thank you guys.

Commissioners: Yes, thank you for coming.

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(The first motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The second motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The third motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

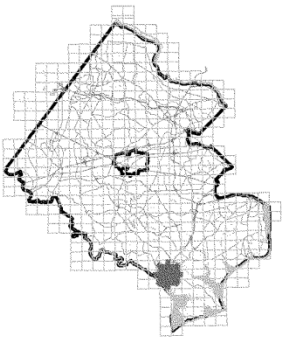
(The fourth motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The fifth motion carried by a vote of 7-2-1. Commissioners Flanagan and Migliaccio voted in opposition. Commissioner de la Fe abstained. Commissioners Hall and Litzenberger were absent from the meeting.)

JLC

PLANNING DETERMINATION

Section 15.2-2232 of the Code of Virginia



Number: 2232-V13-18

Acreage: 249.82 Ac.

District: Mount Vernon

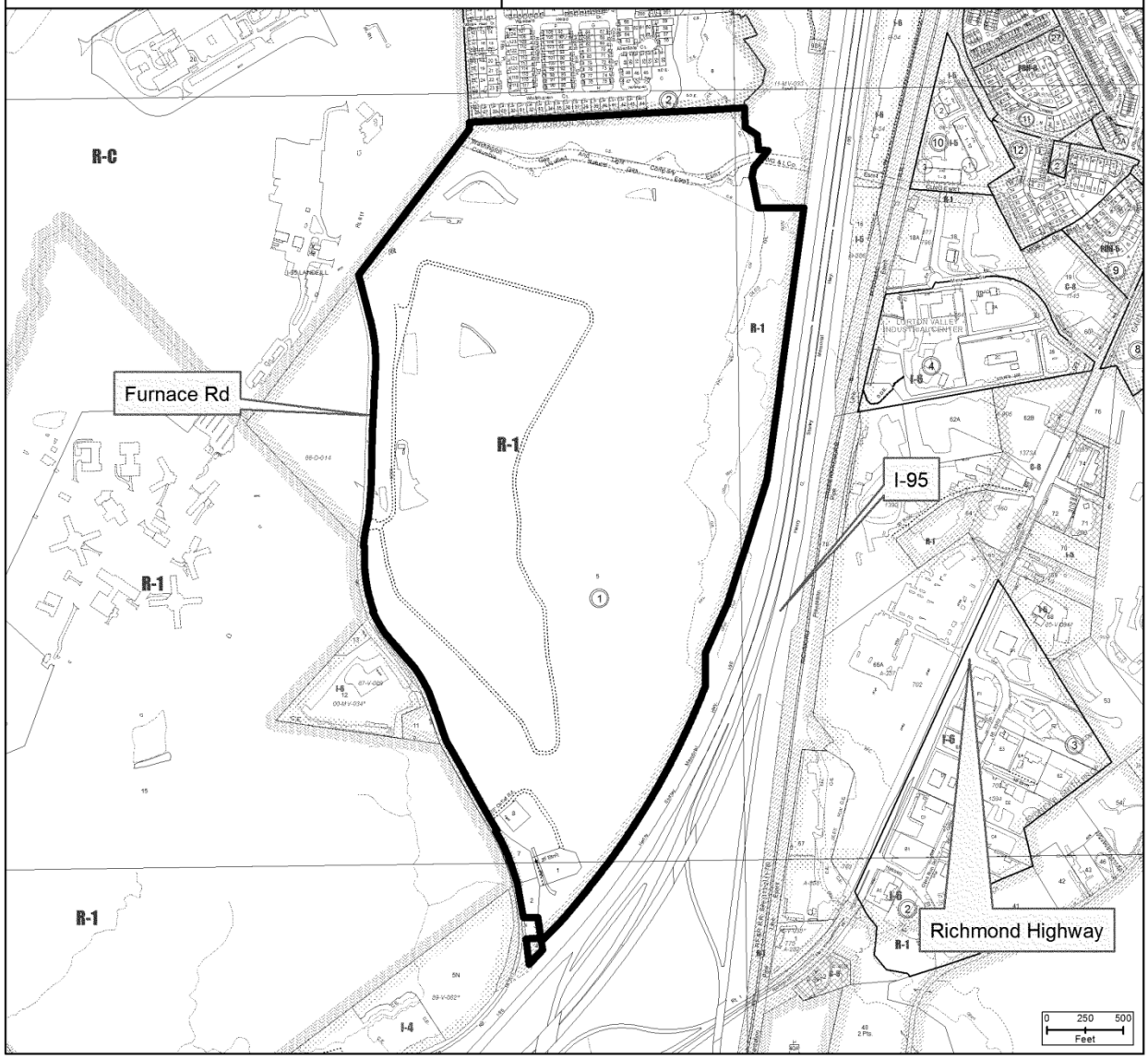
Tax Map ID Number: 113-1 ((1)) 5 pt., 7 and 8; 113-3 ((1)) 1, 2, and 4

Address: 10001, 10201, 10209, 10215, 10219 and 10229 FURNACE ROAD, LORTON, VA 22079

Applicant: Furnace Associates, Inc.

Planned Use: Landfill (R-1)

Proposed Use: Green Energy Wind Turbines and Solar Panel Generation



Board Agenda Item
May 13, 2014

11:15 a.m.

Matters Presented by Board Members

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12:05 p.m.

CLOSED SESSION:

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

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

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

1. Authorization to File Three Lawsuits Challenging Rulings by the State Tax Commissioner With Respect to Appeals of Determinations by the Director of the Fairfax County Department of Tax Administration Regarding the Out-Of-State Deduction for Business, Professional and Occupational Licenses Tax Receipts

2. *Louise Root v. County of Fairfax*, Case No. 13-1027 (U. S. Sup. Ct.)

3. *Augusta E. Jackson v. Fairfax County Government*, Record No. 2244-13-2 (Va. Ct. App.)

4. *The Board of Supervisors, Fairfax County, Virginia and Lexington Insurance Company as a subrogee of Fairfax County Government and Fairfax County Public Schools v. DCK North America, LLC and Dulles Drywall, Inc.*, CL-2013-03443 (Fairfax County Circuit Court

5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duc Dang*, Case No. CL-2012-0011237 (Fx. Co. Cir. Ct.) (Providence District)

6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kevin N. Strickler and Joyce King-Strickler*, Case No. CL-2014-0000840 (Fx. Co. Cir. Ct.) (Providence District)

7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judy V. Marshall***,** Case No. CL-2014-0000688 (Fx. Co. Cir. Ct.) (Providence District)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. JDRP Properties No. 6, L.P.*, Case No. CL-2014-0004933 (Fx. Co. Cir. Ct.) (Sully District)

9. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Tatianna M. Le*, Case No. CL-2014-0004934 (Fx. Co. Cir. Ct.) (Mount Vernon District)

10. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Mohammad T. Farzad, a/k/a M. Tawab Farzad*, Case No. CL-2014-0005184 (Fx. Co. Cir. Ct.) (Providence District)

11. *Alfred William Massey by GEICO, as subrogee v. Shawn C. Carroll, Fairfax County, and David Bobzien*, Case No. GV13-019232 (Fx. Co. Gen. Dist. Ct.)

12. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Roger W. Webb, Jr.*, Case No. GV13-027242 (Fx. Co. Gen. Dist. Ct.) (Providence District)

13. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Beverly K. Lester*, Case No. GV14-005406 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

14. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. James Edward Beard*, Case No. GV14-008408 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Gordon F. Crago and Bernadine H. Crago*, Case No. GV14-005404 (Fx. Co. Gen. Dist. Ct.) (Providence District)

16. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Michael Smith and Jeanice Warwick Smith*, Case No. GV14-008400 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edwin Hercules Funk, Jr.*, Case Nos. GV13-015379 and GV14-008403 (Fx. Co. Gen. Dist. Ct.) (Lee District)

18. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Edwin Hercules Funk, Jr.*, Case Nos. GV13-003199, GV13-003355, GV14-008401, and GV14-008402 (Fx. Co. Gen. Dist. Ct.) (Lee District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John M. Casey and Barbara Casey*, Case No. GV14-008517 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. JPMorgan Chase Bank, N.A.*, Case No. GV14-008722 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

21. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. JPMorgan Chase Bank, N.A.*, Case No. GV14-008723 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

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Board Agenda Item
May 13, 2014

3:30 p.m.

Public Hearing on SEA 97-M-075-02 (Mubarak Corporation) to Amend SEA 97-M-075 Previously Approved for Service Station and Mini-Mart to Permit a Change of Use to Service Station, Quick Service Food Store, Waiver of Open Space Requirements and Associated Modifications to Site Design and Development Conditions, Located on Approximately 24,520 Square Feet of Land Zoned C-8, CRD, HC and SC (Mason District)

This property is located at 6318 Leesburg Pike, Falls Church, 22044. Tax Map 51-3 ((1)) 33 and 34.

The Board of Supervisors deferred this public hearing from April 29, 2014 until May 13, 2014 at 3:30 p.m. because the Planning Commission decision was deferred to May 1, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, May 1, 2014, the Planning Commission voted 10-0-2, (Commissioners Migliaccio and Sargeant abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approve SEA 97-M-075-02, subject to development conditions consistent with those dated April 30, 2014;
- Re-affirmation of a previously-approved waiver of the service drive requirement along the Route 7 frontage;
- Re-affirmation of a previously-approved waiver of the open-space requirement ; and
- Modification of the minimum off-street parking requirements in a Commercial Revitalization District to allow a 20 percent reduction in required spaces.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4447546.PDF

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

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Planning Commission Meeting
May 1, 2014
Verbatim Excerpt

SEA 97-M-075-02 – MUBARAK CORPORATION

Decision Only During Commission Matters
(Public Hearing held on April 24, 2014)

Commissioner Hall: Thank you, Mr. Chairman. Okay – on April 24th, 2014, we heard the application SEA 97-M-075-02, Mubarak Corporation. Although the application had the support of the Mason District Land Use Committee and staff, we did have a speaker who brought forth some problems. Evidently, he was the owner of the property that was adjacent to the application and he was concerned about several items. In order to provide additional time to make sure those items were addressed by conditions – and also to find out exactly what was going on – I deferred decision until this evening. Also, what came out was the need that we bring a – additional condition forward – a commitment that was included in the original SE 97-M-075 to facilitate future improvement of Route 50/Route 70 intersection and has been agreed to the applicant. It is now known as Condition Number 23. Revised conditions were forwarded to my fellow Commissioners and I hope that you've had sufficient time to review them. Additionally, Condition Number 24 was also included and it addressed his concerns about loading and unloading of delivers – and the need that it be specifically stated that they take place on-site and that they not block interparcel connection with his restaurant. He wrote us a letter on April 30th – basically had identified three concerns. Now, it's not unusual for we the – for the Planning Commission to become aware of concerns of citizens. Sometimes we can address them and then sometimes we can't. His first concern was he wanted a regulation to concern the patrons on the application site. We don't issue conditions that do that so unfortunately – while we have to rely on our citizens to behave well, there is no condition that we could impose on the applicant to control the public. The next was delivery trucks. That was addressed by the Condition Number 24 that I just mentioned. The third condition was about parking – that there would be a need for additional parking as a result of this higher zoning. This application does not change the zoning. It is highly unlikely that it would result in increased traffic. It is a gas station. People go to the gas station and while they're there, they may go into the store. They may not. Considering all the shopping centers and other commercial stores available, I don't really see that there would be an increase in this traffic. At least it does not appear to be reasonable. He also mentions within 500 yards radius of the application, there are three carry-out beer and wine establishments across the street. There is a State of Virginia ABC store. So if you want alcohol, you can find it in Seven Corners. And it's highly unlikely that you risk driving in and out of this service station. I know the – the applicant tried to address his concerns, as well as staff. I also know that he's probably not satisfied with this response, but I do believe that we've given it the best effort. And we've done everything we can to try and address his concerns. I did ask staff to follow-up with Zoning Enforcement to see if there were any charges against this applicant. And unfortunately, that could not happen. But when we explained to the applicant that if he has a problem with this particular site complying with the conditions, all he has to do is notify Zoning Enforcement and he is not inclined to do that. He doesn't want to have to pick up the phone and do that – clearly, his

options. I think we've done the best we can. Again, this application enjoys the support of Mason District Land Use. It does support – it is supported by staff. And I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SEA 97-M-075-02, SUBJECT TO DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED APRIL 30TH, 2014.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 97-M-075-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Mr. Chairman?

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Migliaccio: Abstain, not present for the public hearing.

Chairman Murphy: Mr. Migliaccio and Mr. Sargeant abstain?

Commissioner Sargeant: Yes.

Chairman Murphy: Okay.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS REAFFIRM THE PREVIOUSLY-APPROVED WAIVER OF THE SERVICE DRIVE REQUIREMENT ALONG THE Route 4 – excuse me, ROUTE 7 FRONTAGE AND A WAIVER OF THE OPEN SPACE REQUIREMENT, PER SECTION 612 [sic].

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

Commissioner Hall: And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A MODIFICATION OF THE MINIMUM OFF-STREET PARKING REQUIREMENTS IN A COMMERCIAL REVITALIZATION DISTRICT TO ALLOW A 20 PERCENT REDUCTION IN REQUIRED SPACES.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor in say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

Commissioner Hall: Thank you, Mr. Chairman.

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(Each motion carried by a vote of 10-0-2. Commissioners Migliaccio and Sargeant abstained.)

JLC

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Board Agenda Item
May 13, 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.

This public hearing was deferred from the April 8, 2014 Board meeting and the April 29, 2014 Board meeting.

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 Generalized Development Plan (GDP);
- Modification of the transitional screening and barrier requirements to allow the screening and barriers shown on the GDP; 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
May 13, 2014

3:30 p.m.

Public Hearing on AR 87-D-002-3 - 1999 Land Acquisitions, LLC to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 43.98 Acres of Land Zoned R E (Dranesville District)

This property is located at 1013-A Leigh Mill Road, Great Falls, 22066. Tax Map 13-4 ((1)) 47Z.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, May 1, 2014, The Planning Commission voted unanimously to recommend to the Board of Supervisors approval of the request to amend Appendix F of the Fairfax County Code to renew AR 87-D-002-03, the Rhinehart Argricultural and Forestal District, subject to the Ordinance Provisions dated April 10, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4448497.PDF

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

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Planning Commission Meeting
May 1, 2014
Verbatim Excerpt

AR 87-D-002-03 – LAND ACQUISITIONS, LLC

After Close of the Public Hearing

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

Commissioner Ulfelder: Yes, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT AR 87-D-002-03 BE APPROVED AND APPENDIX F OF THE FAIRFAX COUNTY CODE BE AMENDED TO RENEW THE RHINEHART LOCAL AGRICULTURAL AND FORESTAL DISTRICT, SUBJECT TO ORDINANCE PROVISIONS DATED APRIL 10TH, 2014.

Commissioner Hedetniemi: Second.

Chairman Murphy: Thank you very much. Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve AR 87-D-002-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

//

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

JLC

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Board Agenda Item REVISED
May 13, 2014

3:30 p.m.

Public Hearing on SE 2013-MA-002 - TD Bank, National Association to Permit a Drive-In Financial Institution, Located on Approximately 29,408 Square Feet of Land Zoned C-5 and HC (Mason District)

This property is located at 6566 Little River Turnpike, Alexandria, 22312. Tax Map 72-1 ((1)) 20E.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, May 7, 2014, the Planning Commission voted unanimously to recommend the following actions to the Board of Supervisors:

- Approval of SE 2013-MA-002, subject to the development conditions consistent with those dated May 6, 2014;
- Waiver of the loading space requirements for a drive-in financial institution use;
- Modification of Part 8 of Section 11-102 of the Zoning Ordinance to allow a four-foot parking setback along Little River Turnpike, as shown on the SE plat, in lieu of the ten-foot setback requirement; and
- Modification of Paragraph 5 of Section 11-104 of the Zoning Ordinance, to allow a six- and four-stacking scheme, as shown on the SE plat, in lieu of the eight- and two-stacking requirement.

ENCLOSED DOCUMENTS:
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4448583.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mike Van Atta, Planner, DPZ

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SE 2013-MA-002 – TD BANK, NATIONAL ASSOCIATION

After Close of the Public Hearing

Chairman Murphy: The public hearing is closed; recognize Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2013-MA-002, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED MAY 6, 2014

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-MA-002, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND A WAIVER OF THE LOADING SPACE REQUIREMENTS FOR A DRIVE-IN FINANCIAL INSTITUTION USE.

Commissioner Hart: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND A MODIFICATION OF PART 8 OF SECTION 11-102 OF THE ZONING ORDINANCE TO ALLOW A FOUR-FOOT PARKING SETBACK ALONG LITTLE RIVER TURNPIKE, AS SHOWN ON THE SE PLAT, IN LIEU OF THE TEN-FOOT SETBACK REQUIREMENT.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: Just made me cough. I MOVE THAT THE PLANNING COMMISSION RECOMMEND A MODIFICATION OF PARAGRAPH 5 OF SECTION 11-104 OF THE ZONING ORDINANCE, TO ALLOW A SIX- AND FOUR-STACKING SCHEME, AS SHOWN ON THE SE PLAT, IN LIEU OF THE EIGHT- AND TWO-STACKING REQUIREMENT.

Commissioner Hart: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

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

JN

Board Agenda Item
May 13, 2014

3:30 p.m.

Public Hearing on PCA 2010-PR-021 – Capital One Bank (USA) to Amend the Proffers, Conceptual Development Plan for RZ 2010-PR-021 Previously Approved for Mixed Use Development to Permit Modifications and to Amend Approved Proffers and Site Design with an Overall Floor Area Ratio of 3.90 and a Waiver #6835-WPFM-001-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 26.22 Acres of Land Zoned PTC and HC (Providence District)

This property is located at 1680 Capital One Drive, McLean, 22102. Tax Map 29-4 ((5)) A2.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, April 23, 2014, the Planning Commission voted 7-0-2 (Commissioners Hall and Litzenberger abstained, and Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approve PCA 2010-PR-021 subject to proffers consistent with those dated April 11, 2014, as amended;
- Waiver of Section 2-505 of the Zoning Ordinance to permit structures and vegetation on a corner lot as shown on the CDP and FDP;
- Modification of Section 2-414(B) of the Zoning Ordinance requiring a 75-foot setback of commercial buildings from Interstate 495;
- Deviation from the tree preservation target to allow the tree canopy to be provided through new tree plantings including in the right of way;
- Waiver of underground stormwater management (SWM) detention in a residential area;
- Modification of the PFM to reduce planting width from 8 feet to 4 feet with structural planting cells;
- Waiver of the Countywide Trails Plan requirement in lieu of the sidewalks shown on the CDP/FDP;
- Waiver of Paragraph 2 of Section 6-505 to permit a site plan for public improvement plans associated with public roadway, infrastructure, metro improvements or other park spaces to be filed without an approved FDP; and

- Modification of PFM Section 12-0505.6B to allow for trees located above any proposed percolation trench or bio-retention area to count toward the 10-year tree canopy requirement.

In a related action, the Planning Commission voted 7-0-2 (Commissioners Hall and Litzenberger abstained, and Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting) to approve FDPA 2010-PR-021, subject to the Development Conditions dated April 3, 2014, and approval by the Board of Supervisors of PCA 2010-PR-021.

ENCLOSED DOCUMENTS:
Attachment 1 – The Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4448583.PDF

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

Planning Commission Meeting
April 23, 2014
Verbatim Excerpt

PCA/FDPA 2010-PR-021 – CAPITAL ONE BANK (USA) NA

Decisions Only During Commission Matters
(Public Hearing held on April 3, 2014)

Commissioner Lawrence: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PCA 2010-PR-021, SUBJECT TO PROFFERS CONSISTENT WITH THOSE DATED APRIL 11, 2014, AND AS AMENDED PER OUR DISCUSSION TONIGHT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to approve PCA 2010-PR-021, say aye.

Commissioners: Aye.

Commissioners Hall and Litzenberger: Abstain.

Chairman Murphy: Opposed? Motion carries. Mr. Litzenberger abstains. Ms. Hall abstains.

Commissioner Hall: Not present.

Chairman Murphy: Not present for the public hearing. Mr. Lawrence, please.

Commissioner Lawrence: I MOVE THAT THE PLANNING COMMISSION APPROVE FDPA 2010-PR-021, SUBJECT TO DEVELOPMENT CONDITIONS DATED APRIL 3, 2014, AND APPROVAL BY THE BOARD OF PCA 2010-PR-021.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of that motion? All those in favor of the motion to approve FDPA 2010-PR-021, subject to the Board's approval of PCA, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstentions.

Commissioner Lawrence: Mr. Chairman, I ALSO MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE WAIVERS AND/OR MODIFICATIONS AS LISTED ON THE COVER OF THE MARCH 19TH, 2014, STAFF REPORT.

Commissioner Flanagan: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Finally, Mr. Chairman. I MOVE TO DIRECT STAFF TO CONSIDER WHETHER A RECOMMENDATION TO THE BOARD OF SUPERVISORS TO DESIGNATE BUILDING 3 AS AN ICONIC GATEWAY BUILDING FOR TYSONS IS APPROPRIATE FOR INCLUSION IN THE AMENDMENT TO TYSONS COMPREHENSIVE PLAN NOW IN PROCESS.

Commissioners Flanagan and Ulfelder: Second.

Chairman Murphy: Seconded by Mr. Flanagan and Mr. Ulfelder. Is there a discussion of that motion? All those in favor of the motion, as articulated by Mr. Lawrence, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Thank you very much, Mr. Chairman.

Chairman Murphy: Same abstentions.

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(Each motion carried by a vote of 7-0-2. Commissioners Hall and Litzenberger abstained. Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting.)

JLC

Board Agenda Item
May 13, 2014

4:00 p.m.

Public Hearing on SE 2013-LE-014 – Mohammad Hajimohammad, Trustee AND Flora Hajimohammad, Trustee of the Hajimohammad Revocable Trust to Permit a Vehicle Sales, Rental and Ancillary Service Establishment, Waiver of Minimum Lot Size and Lot Width and Waiver of Open Space Requirement, Located on Approximately 31,451 Square Feet of Land Zoned C-6 (Lee District)

This property is located at 5630 South Van Dorn Street, Alexandria, 22310. Tax Map 81-2 ((3)) 8A.

PLANNING COMMISSION RECOMMENDATION:
On April 3, 2014, the Planning Commission voted 10-0 (Commissioners Hall and Litzenberger were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2013-LE-014, subject to the Development Conditions dated April 3, 2014, with the following changes:
    - In Condition Number 15; Instead of "a one-time 60 day extension", change to 90 day extensions; so that the last sentence is corrected to read "Extensions of up to 90 days may be granted by the Zoning Administrator."; and
    - In Condition Number 16; make similar changes so that instead of 60 day extensions, change to 90 days " . . .and then extensions of up to 90 days may be granted by the Zoning Administrator.";
- Modification of the minimum lot size and lot width requirements in accordance with Section 9-610 of the Zoning Ordinance to permit a 31,451 square-foot lot with a width of 82 feet;
- Modification of the open space requirements in accordance with Section 9-612 of the Zoning Ordinance to allow 13.4 percent open space;
- Modification of the transitional screening requirements to the south and west and the barrier requirements to the south, pursuant to Section 13-305 of the Zoning Ordinance in favor of that shown on the SE/SP plat;
- Modification of the peripheral parking lot landscaping requirements along the eastern boundary of the property in accordance with Section 13-203 of the Zoning Ordinance in favor of that shown on the SE/SP plat; and

- Increase the height of the fence, walls, gates, and gate posts to that shown on the SE/SP plat in accordance with paragraph 3.H of Section 10-104 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4443945.PDF

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

Planning Commission Meeting
April 3, 2014
Verbatim Excerpt

SE 2013-LE-014– MOHAMMAD HAJIMOHAMMAD, TRUSTEE AND FLORA HAJIMOHAMMAD, TRUSTEE OF THE HAJIMOHAMMAD REVOCABLE TRUST

After Close of the Public Hearing

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

Commissioner Migliaccio: Thank you, Mr. Chairman. Tonight, we received from Ms. Duca new development conditions. And I will be changing on Number 15 and 16 two items. But before I get to that, I just want to say, this application will bring into compliance a business that is operating and operating well on the site. They have a great customer service record. They have just been out of compliance with the County. I believe the development conditions, especially as I amend development number – Condition Number 15 and 16 will give them the flexibility that they need to pursue the Special Exception, go through the BZA, and remedy all of their out-of-compliance issues. Therefore, Mr. Chairman, this application does have the support of the Lee District Land Use Committee, as stated, and our professional planning staff. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2013-LE-014, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED APRIL 3, 2014, WITH THE FOLLOWING CHANGES TO CONDITIONS NUMBER 15 AND 16:

- IN CONDITION NUMBER 15, SECOND SENTENCE, STRIKE 60, INSERT 90 – LAST SENTENCE, "A ONE-TIME," STRIKE PLEASE, AND "EXTENSION," CAPITALIZE AND ADD AN "S" – "EXTENSIONS OF UP TO 90 DAYS MAY BE GRANTED BY THE ZONING ADMINISTRATOR."

- AND THE EXACT SAME CHANGES ON NUMBER 16 – INSTEAD OF 60 DAYS, 90 DAYS – AND THEN EXTENSIONS OF UP TO 90 DAYS MAY BE GRANTED BY THE ZONING ADMINISTRATOR.

Commissioner Sargeant: Second.

Chairman Murphy: Mr. Mayland, Ms. Duca, you got all that? Okay. Is there a second?

Commissioner Sargeant: Second.

Chairman Murphy: 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 SE 2013-LE-014, subject to the development conditions as amended by Mr. Migliaccio this evening, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Mr. Chairman, I have a few waivers and modifications. I'm just going to go through each one in one block and forward. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE FOLLOWING WAIVERS AND MODIFICATIONS:

- ONE, MODIFICATION OF THE MINIMUM LOT SIZE AND LOT WIDTH REQUIREMENTS IN ACCORDANCE WITH SECTION 9-610 OF THE ZONING ORDINANCE TO PERMIT A 31,451 SQUARE-FOOT LOT WITH A WIDTH OF 82 FEET;

- NUMBER 2, MODIFICATION OF THE OPEN SPACE REQUIREMENTS IN ACCORDANCE WITH SECTION 9-612 OF THE ZONING ORDINANCE TO ALLOW 13.4 PERCENT OPEN SPACE;

- NUMBER 3, MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENTS TO THE SOUTH AND WEST AND THE BARRIER REQUIREMENTS TO THE SOUTH, PURSUANT TO SECTION 13-305 OF THE ZONING ORDINANCE IN FAVOR OF THAT SHOWN ON THE SE/SP PLAT;

- NUMBER 4, MODIFICATION OF THE PERIPHERAL PARKING LOT LANDSCAPING REQUIREMENTS ALONG THE EASTERN BOUNDARY OF THE PROPERTY IN ACCORDANCE WITH SECTION 13-203 OF THE ZONING ORDINANCE IN FAVOR OF THAT SHOWN ON THE SE/SP PLAT; AND FINALLY

- NUMBER 5, INCREASE THE HEIGHT OF THE FENCE, WALLS, GATES, AND GATE POSTS TO THAT SHOWN ON THE SE/SP PLAT IN ACCORDANCE WITH PARAGRAPH 3.H OF SECTION 10-104 OF THE ZONING ORDINANCE.

Commissioner Sargeant: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Thank you, Mr. Chairman.

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(Each motion carried by a vote of 10-0. Commissioners Hall and Litzenberger were absent from the meeting.)

JLC

Board Agenda Item
May 13, 2014

4:00 p.m.

Public Hearing on SE 2013-MV-011 (Kimberly B. & Kelly P. Campbell) to Permit Uses in a Flood Plain, Located on Approximately 1.56 Acres of Land Zoned R-E and Board Consideration of Water Quality Exception Request #5203-WRPA-010-1 and Water Quality Impact Assessment #5203-WQ-019-1 under Section 118-6-7 (Chesapeake Bay Preservation Ordinance) of Chapter 118 of the Code of the County of Fairfax to Permit Encroachment within a Resource Protection Area (RPA) (Mount Vernon District)

The Board of Supervisors deferred this public hearing from March 4, 2014, and from March 25, 2014 at 3:30 p.m.

This property is located at 11727 River Drive, Mason Neck, 22079. Tax Map 122-2 ((2)) 7.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, January 9, 2014, the Planning Commission voted 8-0-4 (Commissioners Hall, Hedetniemi, Murphy, and Sargeant abstained from the vote) to recommend that the Board of Supervisors deny application SE 2013-MV-011.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4437293.PDF

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

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Attachment 1

Planning Commission Meeting
January 9, 2014
Verbatim Excerpt

SE 2013-MV-011 – KIMBERLY B. AND KELLY P. CAMPBELL

After Close of the Public Hearing

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

Commissioner Flanagan: Well I am – have been greatly pleased with the participation of the Commissioners this evening.

Chairman Murphy: That makes one of you.

Commissioner Flanagan: And I would point that once again we have here the dilemma of whether – whose engineer do we trust? Or whose attorney do we trust in other applications? So I'm inclined to go along with the staff decision on this – recommendation on this – primarily because this is going to the Board of Supervisors for a decision anyway. And this puts the staff into a negative position if we don't support the staff in this – their recommendation. It means that they have to then – if we approve this, it means that the – they have to prove that they were right and the Planning Commission was wrong so I am reluctant to do that. So Mr. Chairman, I have a motion. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS DENIAL OF SE 2013-MV-011.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion? Mr. Sargeant.

Commissioner Sargeant: Yes, Mr. Chairman. If we approve this in its current form, it includes the development condition that they oppose.

Commissioner Flanagan: And it will if we deny.

Commissioner Hall: No.

Commissioner Flanagan: No, it still goes to the Board.

Commissioner de la Fe: It still goes to the Board.

Commissioner Flanagan: It still goes to the Board.

Commissioner de la Fe: If the Board decides –

Commissioner Flanagan: And if the Commission is still there for the Board – if the Board wants to approve with that stipulation that you're just stating, they can do that.

Chairman Murphy: Mr. Hickman, do you want us to approve this with the Development Condition Number 6?

Jason Hickman, Esquire, Compton & Duling, LC: No, I don't.

Chairman Murphy: Okay, that answers that. Okay.

Mr. Hickman: I would ask that you approve it with the exception of that.

Chairman Murphy: That's what I thought. Okay. I wish you had said that right from the start. We would have been – okay. Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman, I think I'm going to abstain because I think a deferral might have been helpful here, even just for further discussion.

Chairman Murphy: Okay. Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it deny SE 2013-MV-011, say aye.

Commissioners: Aye.

Commissioner Hall: Abstain.

Chairman Murphy: Opposed? Motion carries. Mr. Sargeant, Ms. Hall, and the Chair abstain.

Commissioner Hedetniemi: I am too.

Chairman Murphy: And Ms. Hedetniemi.

Chairman Murphy: Is there any other stuff? Okay, just a – yes, there's more stuff. Mr. Flanagan.

Commissioner Flanagan: No, I just wanted to comment upon the action.

Chairman Murphy: Go ahead.

Commissioner Flanagan: I would like to compliment staff, you know, for the good work that they did on this application and I would like to recommend that since the Supervisors have no date at the present time that the applicant and the staff, you know, take advantage of that time between this hearing and theirs to further study how they might resolve the dilemma that has been disclosed by the Commission this evening. Thank you.

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(The motion carried by a vote of 8-0-4. Commissioners Hall, Hedetniemi, Murphy, and Sargeant abstained.)

JLC

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Board Agenda Item
May 13, 2014

4:00 p.m.

Public Hearing on Proposed Plan Amendment S13-IV-LP1 (Vulcan Quarry) Located South of Peniwill Drive, West of Ox Road (Route 123) and North of the Occoquan River (Mount Vernon District)

ISSUE:
The subject area of Plan Amendment S13-IV-LP1 contains approximately 527 acres and proposes the reconfiguration and conversion, in phases, of the Vulcan Quarry to a future water supply storage facility.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, April 23, 2014, the Planning Commission voted 9-0 (Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors adoption of Plan Amendment S13-IV-LP1 with the following modifications:

- Incorporate language that clarifies that uses other than a water supply storage facility are not planned uses for the quarry;
- Clarification that the environmental impacts addressed in the staff report be considered;
- Add additional screening between the workhouse and vulcan's operation ;
- Language referring to two phases of quarry conversion be changed to state "no later than" rather than "approximately" or "around" with references to dates of 2035 and 2085;
- Maintain current operating conditions of the quarry to protect nearby residential communities from any adverse noise and vibration impacts; and
- Establish measures to ensure that truck traffic to and from the quarry access i-95 via route 123.

RECOMMENDATION:
The County Executive recommends that the Board adopt the Planning Commission recommendation.

Board Agenda Item
May 13, 2014

TIMING:
Planning Commission public hearing – April 23, 2014

BACKGROUND:
On June 4, 2013, the Board of Supervisors authorized a Comprehensive Plan amendment to consider the reconfiguration and ultimate reuse of Vulcan Quarry as a water supply storage facility. The 527-acre subject area contains the Vulcan Quarry and the Frederick P. Griffith Jr. Water Treatment Plant. The northern portion of the quarry is located within the Pohick Planning District and the southern portion of the quarry is located within the Lower Potomac Planning District. The site is planned for public facilities, public park, private recreation and industrial uses. The proposed amendment would replan the subject area for public facilities use as a water supply storage facility. The justification for the proposed Plan amendment relates to long standing regional water supply planning agreements and recently enacted Virginia water supply regulations. These activities resulted in the identification of the Vulcan Quarry as a possible alternative to meet the region's future demands for drinking water.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim Excerpt

Attachment II: Planning Commission handout dated April 23, 2014

Staff Report for Plan amendment S13-IV-LP1, dated January 17, 2014 and previously furnished is available at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/s13-iv-lp1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division, DPZ
Meghan Van Dam, Branch Chief, Policy & Plan Development Branch
Aaron Klibaner, Planner II, PD, DPZ

Planning Commission Meeting
April 23, 2014
Verbatim Excerpt

S13-IV-LP1 – COMPREHENSIVE PLAN AMENDMENT (VULCAN QUARRY)

After Close of the Public Hearing

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

Commissioner Flanagan: Thank you, Mr. Chairman. I had two motions. One was to defer and one was to proceed with a motion to approve. And I think that I've heard reassurances sufficiently to go ahead with a motion to approve here. So Mr. Chairman, the Board of Supervisors authorized Plan Amendment S13-IV-LP1 on June 4, 2013. The Amendment proposes the reconfiguration and conversion of the Vulcan Quarry to a future water supply storage facility. Fairfax Water will ultimately own and operate the present Vulcan facility to satisfy projected demands for drinking water identified in the 2012 Northern Virginia Regional Water Supply Plan adopted by the Board of Supervisors in February of 2012. The conversion will require a northern pit to be available as a reservoir no later than 2035 and a southern pit to be available as a reservoir no later than 2085, at which time all quarry operations would cease. The staff recommendation, as shown in the staff report dated January 17, 2014, proposes amending the Comprehensive Plan to reflect; one, that the Vulcan Quarry is planned for a use as a future water supply storage facility; two, that the quarry will be reconfigured and converted into two phases; three, that direct and indirect impacts to Environmental Quality Corridors and Resource Protection Areas from proposed stream diversions be resolved; and, four, minor editorial changes. I THEREFORE MOVE THAT THE PLANNING COMMISSION RECOMMEND ADOPTION OF THE STAFF RECOMMENDATIONS TO THE BOARD OF SUPERVISORS WITH THE FOLLOWING MODIFICATIONS:

- ONE, ADD LANGUAGE THAT STATES THAT USES OTHER THAN A WATER SUPPLY STORAGE FACILITY ARE NOT PLANNED FOR THE QUARRY;

- TWO, CLARIFICATION THAT THE PREVIOUSLY-MENTIONED ENVIRONMENTAL IMPACTS BE CONSIDERED;

- THREE, THAT SCREENING BETWEEN THE WORKHOUSE AND VULCAN'S OPERATION BE ADDED;

- AND FOUR, THAT TEXT REFERRING TO TWO PHASES OF QUARRY CONVERSION BE CHANGES TO STATE "NO LATER THAN" RATHER THAN "APPROXIMATELY" OR "AROUND" WITH REFERENCES TO DATES OF 2035 AND 2085;

- FIVE, THAT THE CURRENT OPERATING CONDITIONS OF THE QUARRY BE MAINTAINED TO PROTECT NEARBY RESIDENTIAL COMMUNITIES FROM ANY ADVERSE NOISE AND VIBRATION IMPACTS;

- AND SIX, THAT MEASURES ARE UTILIZED TO ENSURE THAT TRUCK TRAFFIC TO AND FROM THE QUARRY ACCESSES I-95 VIA ROUTE 123.

These modifications are shown in my handout dated April 23, 2014. I believe these are supported by the Fairfax County Water Authority and Vulcan. Thank you, Mr. Chairman.

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: Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I support, generally, the motion for the reasons that Commissioner Flanagan has identified. I did want to speak to one point. I think that the change to the second bullet on page 7, with respect to the 2085 date – changing the text from "about 2085" to "no later than 2085" – is inappropriate. The Planning Commission's charge from the General Assembly under 15.2-2223 is to prepare and recommend a Comprehensive Plan. What the General Assembly has told us is that the Comprehensive Plan shall be general in nature in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement shown on the plan – and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be. It's a general guide to the decision-makers. The Comprehensive Plan, I think, is not an appropriate place for specific deadlines 71 years out. Even if language such as a deadline is put in, it's unrealistic to expect that that's some sort of – some sort of enforceable deadline. I think it tends to create false hopes or expectations in the community that there is somehow a mandatory deadline – that the quarry would close by 2085. I think it would be preferable for us to stick to our statutory role, which the General Assembly has spelled out, to keep things general and approximate and allow future decision-makers the flexibility to exercise their judgment if and when applications are filed. I tend to agree with Commissioner Flanagan generally about the language. And there certainly is enough guidance here that I think all of the impacts and all the conceivable impacts that have been identified can be addressed if an application is filed. But a specific deadline of 2085 is inappropriate. Thank you.

Chairman Murphy: Further discussion of the motion?

Commissioner Lawrence: Mr. Chairman, I align myself with Commissioner Hart.

Chairman Murphy: All right. All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment S13-IV-LP1, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

//

(Each motion carried by a vote of 9-0. Commissioners de la Fe, Hedetniemi, and Migliaccio were absent from the meeting.)

JLC

MOTION

April 23, 2014

Commissioner Earl Flanagan, Mount Vernon District

Planning Commission Public Hearing

Plan Amendment S13-IV-LP1

Motion:

Mr. Chairman, the Board of Supervisors authorized Plan Amendment S13-IV-LP1 on June 4, 2013. The amendment proposes the reconfiguration and conversion of the Vulcan Quarry to a future water supply storage facility. Fairfax Water will ultimately own and operate the present Vulcan facility to satisfy projected demands for drinking water identified in the 2012 Northern Virginia Regional Water Supply Plan adopted by the Board of Supervisors in February of 2012. The conversion will require a northern pit to be available as a reservoir no later than 2035 and a southern pit to be available as a reservoir no later than 2085, at which time all quarry operations would cease.

The Staff recommendation as shown in the Staff Report dated January 17, 2014 proposes amending the Comprehensive Plan to reflect 1) that the Vulcan Quarry is planned for use as a future water supply storage facility; 2) that the quarry will be reconfigured and converted in two phases; 3) that direct and indirect impacts to Environmental Quality Corridors and Resource Protection Areas from proposed stream diversions be resolved; and 4) minor editorial changes.

I therefore move that the Planning Commission recommend adoption of the Staff recommendations to the Board of Supervisors with the following modifications: 1) add language that states that uses other than a water supply storage facility are not planned for the quarry; 2) clarification that the previously mentioned environmental impacts be considered; 3) that screening between the Workhouse and Vulcan's operation be added, 4) that the text referring to the two phases of quarry conversion be changed to state "no later than" rather than "approximately" or "around" with reference to 2035 and 2085; 5) that the current operating conditions of the quarry be maintained to protect nearby residential communities from any adverse noise and vibration impacts; and 6) that measures are utilized to ensure that truck traffic to and from the quarry accesses I-95 via Route 123. These modifications are shown in my handout dated April 23, 2014.

Thank you, Mr. Chairman.

End of Motion

PLANNING COMMISSION RECOMMENDED PLAN TEXT
PLAN AMENDMENT S13-IV-LP1 – VULCAN QUARRY
APRIL 23, 2014

The Comprehensive Plan will be modified as shown below. Text proposed to be added by Staff is shown as underlined and text proposed to be deleted by Staff is shown with a ~~strikethrough~~. Planning Commission modifications to the Staff recommendation are shown in double underline and ~~double strikethrough~~.

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, as amended through 4-9-2013, Lower Potomac Planning District Overview, page 1, paragraph 5:

. . .

"Regional-serving public facilities located in this planning district include the I-95 Energy Resource Recovery Facility, the I-95 Landfill Complex, the Norman M. Cole, Jr. Pollution Control Plant and the Frederick P. Griffith Jr. Water Treatment Plant."

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, as amended through 4-9-2013, Overview, Public Facilities, pages 17-18:

"3. ~~Construct a consolidated replacement facility for the FCWA Lorton/Occoquan Treatment Plants.~~ Consider the conversion of a reconfigured Vulcan Quarry to a water supply storage facility in order to meet the long term needs of Fairfax County and the region."

"FIGURE 6
LOWER POTOMAC PLANNING DISTRICT
EXISTING PUBLIC FACILITIES

	Schools	**Libraries**	**Public Safety**	**Human Services**	**Public Utilities**	**Other Public Facilities**
LP1	Laurel Hill Elem., South County Middle, South County High		Co-Located Fire Station and Police Substation Site		~~FCWA~~Fairfax Water ~~Lorton~~Frederick P. Griffith Jr. Water Treatment Plant, I-95 Landfill, I-95 Resource Recovery Facility, Recycling Drop-Off Facility	
LP2	Lorton Station Elem., Lorton Admin. Center	Lorton Comm.	Lorton Fire Station Co. 19	Lorton Community Action, Lorton Senior Center	Noman M. Cole, Jr. Pollution Control Plant	
LP3	Gunston Elementary		Gunston Fire Station Co. 20		Underground Wastewater Holding Tanks	
LP4	*Ft. Belvoir Elem.		*Ft. Belvoir Fire Station, *Davison Crash and Rescue Station, *Ft. Belvoir Military Police Station	Eleanor U. Kennedy Shelter for the Homeless	Va. Power Fort Belvoir Substation, Sewage Pumping Station, ~~FCWA~~Fairfax Water Fort Belvoir Pumping Station"	*Dewitt Army Hospital

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Character, page 23, paragraph 2:

"Most of the land in this planning sector is planned and utilized for park and related uses, public facilities and open space. North of the I-95 Landfill, uses include residential development, three schools, and Laurel Hill Park, which includes a public golf course. The southern area of the planning sector contains the I-95 Landfill, the I-95 Energy Resource Recovery Facility, an active rock quarry (Vulcan Quarry), the Frederick P. Griffith Jr. Water Treatment Plant and the Occoquan Regional Park. See Figure 9: Location of Former Prison Facility Sites; Existing Public and Industrial Uses."

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Land Use, pages 30-31:

~~*Paragraph 1:*~~

"The Laurel Hill Community Planning Sector (LP1) can be divided into~~ a southern part and a northern part.~~northern and southern parts.~~ The southern portion (approximately 1,300 acres) is dominated by the I-95 Landfill, the I-95 Energy/Resource Recovery Facility, the Fairfax Water Facility, the Occoquan Regional Park and the Vulcan Quarry (an active quarry) all of which are planned to be retained for the long term.~~ The northern portion of LP1 is generally defined as the area north of the I-95 Landfill and related facilities and includes the ~~Central Facility~~former D.C. Department of Corrections Lorton facilities, including the Former Reformatory and Penitentiary and~~ the~~ Occoquan Workhouse sites."

~~*Paragraph 8:*~~

. . .

"The southern portion of LP1 (approximately 1,400 acres) is ~~anticipated to retain the following uses:~~dominated by the I-95 Landfill, the I-95 Energy/Resource Recovery Facility,~~ and Fairfax Water Facility~~ the Frederick P. Griffith Jr. Water Treatment Plant and the Occoquan Regional Park, ~~and the Vulcan Quarry~~ all of which are planned to be retained for the long term. The Vulcan Quarry (an active rock quarry) is also located in the sector. It is planned to be mined and considered for reconfiguration and conversion in phases to facilitate the creation of a long term water supply storage facility owned by Fairfax Water. The area is planned accordingly for governmental and institutional uses, public park~~, and private recreation~~ and public facilities. Other uses, such as a landfill, are not planned for the quarry."

~~*Paragraph 9:*~~

. . .

"The Occoquan Regional Park is anticipated to expand northward to the southern boundary of the I-95 Landfill excluding the area of the former Youth Correctional Facility, which is planned for park use by the Fairfax County Park Authority. ~~The Fairfax Water Facility property was expanded to include the area abutting the west side of Ox Road. In addition to the land conveyed to Fairfax Water Facility, land on the west side of Ox Road was also conveyed to the Fairfax County Park Authority.~~"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Open Space/Pedestrian Systems, page 35:

"As indicated previously, the southern part of the LP1 Community Planning Sector is dominated by uses such as the I-95 Landfill, the I-95 Energy/Resource Recovery Facility, the Fairfax Water Facility~~,~~ and the Occoquan Regional Park ~~and the Vulcan Quarry~~ which are all planned to be retained over the long term. The Vulcan Quarry (an active rock quarry), is also located in the sector. It is

planned to be mined, and considered for reconfiguration and conversion in phases to facilitate the creation of a water supply storage facility to be owned by Fairfax Water. The area south of the I-95 Landfill and north of the Occoquan Regional Park is planned for park use, ultimately encompassing the former Youth Correctional Facility."

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Open Space/Pedestrian Systems, page 38:

"• The area west of Ox Road, which includes the Fairfax Water Facility and the Vulcan Quarry, should provide ~~for recreational amenities and~~ buffering for the residential communities abutting to the north and should include the trail connections to the Regional Park System."

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Public Facilities, page 39:

"The LP1 Planning Sector has several major Countywide public facilities other than parks which are covered under Open Space/Pedestrian Systems. These include the I-95 Landfill, the I-95 Energy/Resource Recovery Facility and the Fairfax Water Facility. ~~These public facilities will remain with the redevelopment of the former Corrections Property.~~ The I-95 Landfill, ~~and~~ the I-95 Energy/Resource Recovery Facility and the Fairfax Water Facility are planned to be retained for the long term. Once the I-95 Landfill stops receiving material it will enter a post-closure care period of 30-years duration.

The I-95 Energy/Resource Recovery Facility is under contract until 2016, but anticipated to operate at least until 2031, if not beyond. ~~The~~ Fairfax Water ~~Facility has capacity~~ is required to provide adequate capacity to meet the long-term water ~~treatment~~supply needs for Fairfax County as identified in the Northern Virginia Regional Water Supply Plan, adopted by the Board of Supervisors on February 28, 2012, as may be amended by the Board. The proposed reconfiguration of the Vulcan Quarry and phased conversion to a water supply storage facility is an alternative identified in this Regional Water Supply Plan. These existing and planned public facilities should adhere to the following guidance:

- The portions of the I-95 Landfill that no longer receive material should be considered for adaptive reuse for active and passive recreational purposes and should be part of the long-term expansion program for the Occoquan Regional Park or the Fairfax County Park Authority to further serve the needs of the Northern Virginia area.

- The Fairfax Water Facility should be considered for expansion to include the adjacent Vulcan Quarry to create a water supply storage facility. The Fairfax Water Facility should be buffered and screened along Ox Road and ~~the~~its northern boundary. ~~The existing ponds north and south of the treatment facility should be preserved as natural resource areas.~~ As an interim use, land located on the northeast portion of the Fairfax Water Facility may be used by the Fairfax County Park Authority for ~~athletic fields~~park and recreational uses until such time as the area is needed for treatment plant expansion. ~~not needed for the expansion should be used by~~

~~the Fairfax County Park Authority for athletic fields. A new 42-inch water main is planned to replace the existing main that crosses the former Corrections Property.~~"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, Land Unit 5, pages 52-54:

"Sub-unit 5A: ~~Approximately 115 acres of the land within Sub-unit 5A, generally located south of the former Corrections Property line, west of Ox Road and north of the Occoquan River, is to be conveyed to the Fairfax County Park Authority.~~ A portion of this property is currently ~~being leased and~~ used for extraction by Vulcan Quarry. North of the Occoquan River between the quarry and Ox Road, is the approximately ~~250~~247-acre Fairfax Water ~~Facility~~ property. ~~Both of these uses should adhere to the following additional guidance:~~ Buffering and screening along Ox Road (Route 123) and the northern boundary should be provided. ~~The buffer area along the northern boundary should include that area's pond~~. In addition, if reconfiguration of the quarry is approved, a buffer area should be provided opposite the Occoquan Workhouse and adjacent to the existing solids disposal area and the former Lorton treatment plant located south of the existing Frederick P. Griffith Jr. treatment facility to screen the Workhouse and Route 123 from impacts created by future expansions of Fairfax Water's treatment facilities and the reconfigured mining area and relocation of the quarry's stone crushing operations to this area. As an interim use, land located on the northeast portion of the Fairfax Water Facility may be used by the Park Authority for park and recreational uses until such time as the area is needed for treatment plant expansion. The half-acre prison cemetery, which was established at the turn of the 20th century, located west of the former Occoquan Workhouse on the Fairfax Water property, should be preserved.

- ~~Extraction at the quarry should be predicated on the assumption that severe slopes, especially adjacent to swales and streams, will not be disturbed so as to pose a direct threat to stream water quality. Consequently, limits of clearing for proposed extraction sites should not encroach on severe slopes in such a manner as to render impossible sediment control and/or visual buffering for nearby residents. Further, sediment control measures should be adequate to control erosion in conformance with the guidelines of the County sediment and erosion control regulations. A natural buffer of at least one hundred feet along the southwest line of the property parallel to the Occoquan Creek should be maintained; In addition, within six months of final fill grade, or as soon thereafter as possible, the visual berm areas along the southwesterly property line, the northwest and southern corners of the property and at the creek entrance to the property along the northern property line should be planted. The plantings should consist of ground cover and evergreen trees. Upon completion of operations, the land should be left in a safe and stabilized condition so that the area can be developed for public park or private recreation uses as shown on the Comprehensive Plan map.~~

Extraction at the quarry should be predicated on the assumption that severe slopes, especially adjacent to swales and streams, will not be disturbed so as to pose a direct threat to stream water quality. Consequently, limits of clearing

for proposed extraction sites should not encroach on severe slopes in such a manner as to render impossible sediment control and/or visual buffering for nearby residents. Further, sediment control measures should be adequate to control erosion in conformance with the guidelines of the County sediment and erosion control regulations. A natural buffer of at least one hundred feet along the southwest line of the property parallel to the Occoquan ~~Creek~~River should be maintained. *(note: reformatted and relocated)*

The Fairfax Water Facility property ~~has been expanded~~ extends northward to the ~~northern~~ boundary of the LP1 Laurel Hill Community Planning Sector. In order to meet the long term water~~treatment~~ supply storage needs ~~for~~of Fairfax County.~~Buffering and screening along Ox Road and the northern boundary should be provided. The buffer area along the northern boundary should include that area's pond and any sensitive biological areas associated with the pond. In addition, a buffer area should be provided adjacent to the pond located south of the new treatment facility in order to protect this natural resource area. In addition, the treatment plant expansion should be designed in a manner that will ensure future access to the quarry property on the west after its reclamation occurs.~~ and the region, a water supply storage facility may be considered for establishment on lands currently owned by the Vulcan Quarry and Fairfax Water. Phasing is envisioned to occur as follows:

- The northern portion of the Vulcan Quarry would be available to Fairfax Water in ~~approximately~~no later than 2035, when mining operations in this area would cease. At that time, this portion of the quarry would be converted to serve as Phase 1 of the planned water supply storage facility (shown on Figure 21). Additional land would be leased to Vulcan Quarry by Fairfax Water prior to Phase 1 to facilitate reconfiguration of the stone mining operations to replace lost capacity from the conversion of the northern portion of the quarry for water supply storage purposes, for relocation of the quarry's stone crushing operations and for storage space for overburden (topsoil and excess material) from mining activities. Mining operations on the southern portion of the quarry would continue until about 2085.

- The entirety of Vulcan Quarry land would be acquired by Fairfax Water ~~about~~no later than 2085. All quarry operations would then cease. At this time, the southern portion of the quarry would be converted to serve as Phase 2 of the new water supply storage facility. The locations described for the proposed conversion of the Vulcan Quarry to a water supply storage facility are shown in Figure 21.

Evaluation of any proposal for any long term water supply storage areas should consider the following in the evaluation *of* direct and indirect impacts to Environmental Quality Corridors (EQCs) and Resource Protection Areas (RPAs), as well as impacts created by proposed stream diversions. The following issues should be ~~resolved~~considered during the review of any rezoning, special permit, special exception and proffer condition amendment applications:

- The extent to which the proposed water supply storage facility is needed to address short, medium and long term water supply needs;

- The extent to which the proposed action would meet the long term water supply needs with the least amount of adverse environmental impact, compared to other alternatives;

- The extent to which any existing buffer areas will be removed or impacted by any proposed stream diversion;

- The placement and orientation of proposed temporary mining capacity augmentation areas should be evaluated in order to avoid and/or minimize impacts to EQCs, RPAs and streams;

- The extent of any impacts that the proposal would have on EQCs and measures that would be pursued to address Policy Plan guidance regarding disturbances to EQCs;

- The extent of any impacts that the proposal would have on RPAs and measures that would be taken in support of an exception under Chapter 118 of the Fairfax County Code (the Chesapeake Bay Preservation Ordinance); and;

- The extent to which there would be any proposed diversion of drainage that would be needed to implement the proposal and the measures that would be pursued to ensure that any such drainage diversion would not have adverse impacts on receiving waters~~;~~.

- ~~The Fairfax Water Facility property has been expanded northward to the northern boundary of LP.1 i~~In order to meet the long term water treatment ~~needs for Fairfax County. Buffering and screening along Ox Road and the northern boundary should be provided. The buffer area along the northern boundary should include that area's pond and any sensitive biological areas associated with the pond. In addition, a buffer area should be provided adjacent to the pond located south of the new treatment facility in order to protect this natural resource area. In addition, the treatment plant expansion should be designed in a manner that will ensure future access to the quarry property on the west after its reclamation occurs.~~

- ~~Any land not needed for the Fairfax Water Facility should be used for park purposes, including interim uses, such as athletic fields.~~

- ~~The half-acre prison cemetery, which was established at the turn of the 20th century, located west of the former Occoquan Workhouse and north of the Vulcan Quarry, should be preserved.~~

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area III, Pohick Planning District, Amended through 4-9-2013, Overview, pages 15-16:

. . .

"7. Renovate and expand the ~~FCWA~~ Fairfax Water Popes Head Road Pumping Station in Sector P1.

8. Renovate and expand the ~~FCWA~~ Fairfax Water Pohick Pumping Station in Sector P6.

9. The Vulcan Quarry should be considered for reconfiguration and conversion in phases for use as a water supply storage facility in order to meet the long term water supply needs of Fairfax County and the region. The Fairfax Water Facility is planned to expand to include the reconfigured quarry when the conversion has been implemented. Other uses, such as a landfill, are not planned for the quarry.

FIGURE 6
POHICK PLANNING DISTRICT
EXISTING PUBLIC FACILITIES

	Schools	**Libraries**	**Public Safety**	**Human Services**	**Public Utilities**	**Other Public Facilities**
P1	Centreville High			Mott Community Center	Popes Head Sewage Pumping Station, ~~FCWA~~ Fairfax Water Popes Head Road Pumping Station	
P2	Burke Spec. Ed. Center, Bonnie Brae, Laurel Ridge, Rolling Valley, Hunt Valley, Oak View, Saratoga, White Oaks Elem., Robinson and Lake Braddock Sec., W. Springfield High, 3 Elem. Sites	Kings Park Community	Braddock District Supervisor's Office, Burke Fire Station Co. 14, West Springfield Police Station, Fire Station Co. 27 and Government Center	David R. Pinn Community Center, Cluster Residences for Mentally Retarded Adults, *No. Va. Training Center (State)	Va. Power Burke, Keene Mill and Sideburn Substations, 4 Storm Drainage Impoundments (P.L. 566)	*State Police Park-and-Ride
P3	Clifton Elem., Liberty Middle					
P4			Clifton Fire Station Co. 16			
P5	Silverbrook, Halley Elem.		Fairview Fire Station Co. 32 Crosspointe Station Co. 41		Va. Power Ox and Occoquan Substations	
P6	Fairview, Cherry Run, Sangster, Orange Hunt, Terra Centre Elem.	Pohick Regional, Burke Centre Community Library site	Pohick Fire Station Co. 35		1 Stormwater Impoundment, Public Works Line Maintenance Division Shop, ~~FCWA~~ Fairfax Water Pohick Road Pumping	Park-and-Ride

		Station
P7	Newington Forest Elem.	Storm Drainage Impoundment, Pohick Road Sewage Pumping Station"

. . .

Fairfax County Comprehensive Plan, 2013 Edition, Area III, Pohick Planning District, Amended through 4-9-2013, Overview, pages 62-63:

"7. The area ~~immediately~~generally to the north of ~~the existing quarry operation~~Peniwill Drive is planned for residential use at .1-.2 dwelling unit per acre as shown on the Comprehensive Plan Map. ~~As an option, Parcels 106-3((1))4B, 106-4((1))1B and 20B pt. (not including property adjacent to the north side of Peniwill Drive) may be appropriate for an expansion of the existing quarry to the south, located in Community Planning Sector LP1 in Area IV.~~ The quarry pit limits to the west and north near Peniwill Drive should not be extended further west or north than currently exists. Industrial uses other than the ~~expansion of the~~ quarry or conversion of the quarry to a water storage facility are not planned in this area nor should they be permitted. As this area is adjacent to lands planned for very low density residential use, the quarry ~~expansion~~ area in this planning sector should be limited in size and well buffered from adjacent parcels. In addition, the environmental impacts of ~~the expansion~~ quarry activities ~~outside of this planning sector~~ should be mitigated ~~and safe and adequate road access provided~~. The ~~expansion of the~~ quarry operations in this location ~~is only~~ are only appropriate if the following conditions are met:

- ~~The current operating conditions remain in effect~~ The current operating conditions remain in effect such that;

- Oversight and appropriate commitments are provided to protect nearby residential areas from quarry related adverse noise and vibration impacts, as well as measures to ensure traffic management of trucks traveling to and from the quarry to access I-95 via Route 123, rather than Lorton Road;

- The ~~expansion of the~~ quarry ~~pit and operations~~ area in this community planning sector should be limited in size and location to insure that the impact of this use on surrounding uses is mitigated. This will provide for a supply of stone resources sufficient to meet demand for many years while assuring the quarry ~~expansion~~ will be finite in this location and will protect the residential character of the areas to the north, east and west from further expansion of nonresidential uses;

- The ~~proposed~~ pit ~~expansion~~ area should be limited to approximately ~~30~~ 32 acres ~~in the southern portion~~ of Parcel 106-3((1))4B and should be contiguous with the existing pit located in Area IV; ~~storage and equipment areas, settlement ponds, and access ways~~ any other areas of disturbance within the P5 Dominion Community Planning Sector should be located on approximately 30 to 40 acres~~; and a buffer area should consist of approximately 45 to 55 acres~~. ~~This~~A vegetative buffer should be provided

around the periphery of the site and should include Environmental Quality Corridors (EQCs) and the maximum amount feasible of mature hardwood forests. In addition to including EQC and forest areas, this vegetative buffer ~~should be 100 to 200 feet in width~~ may also include berms to protect all existing or planned residential development from noise and visual impacts of the quarrying operations. Supplemental plantings should be provided in the buffer where no mature trees exist;

- The direct and the indirect environmental impacts of any proposed quarry ~~expansion~~reconfiguration and conversion to a water supply storage facility should be appropriately mitigated. The scope of the quarry ~~expansion~~reconfiguration and conversion should be designed to balance efficient stone removal with preservation of significant environmental resources such as EQCs and adjacent upland hardwood tree cover. In addition to the buffer area described above, other critical EQC areas and significant areas of upland hardwood forest cover adjacent to the EQCs should be preserved to the maximum extent feasible. The applicant should comply with all requirements of the Chesapeake Bay Preservation Act;

- The quarry ~~expansion~~operations should ~~be carefully planned to~~ provide siltation basins that will contain sediment on-site and prevent off-site discharges that could adversely impact water quality. ~~The pit drainage system~~Any proposal to modify the ~~should be carefully designed to maintain~~ pre-quarry drainage pattern~~s~~ as a result of quarry operations or diversion of drainage around the quarry should be pursued in a manner that will ensure that bodies of water receiving new and/or increased discharges of water will be protected from any associated adverse impacts. ~~to the extent feasible.~~ Tree cover on the site should be maintained as long as possible. ~~Erosion and sediment controls should be in place prior to any clearing of expansion areas;~~

- ~~The quarry operator should provide necessary improvements at the site entrance to Ox Road and along Ox Road near the intersection as may be required by Virginia Department of Transportation (VDOT);~~

- The ~~proposed expansion of the~~ quarry should only use the existing access road through the Fairfax Water ~~Authority~~ property. ~~A second access for emergency vehicles only should be provided to Ox Road.~~ No use of any additional access points is recommended along Ox Road for daily quarry operations; and

- Alternative public street access to Route 123 (Ox Road) should be provided to the residential land west of Elk Horn Run and should be well-buffered from all quarrying operations.

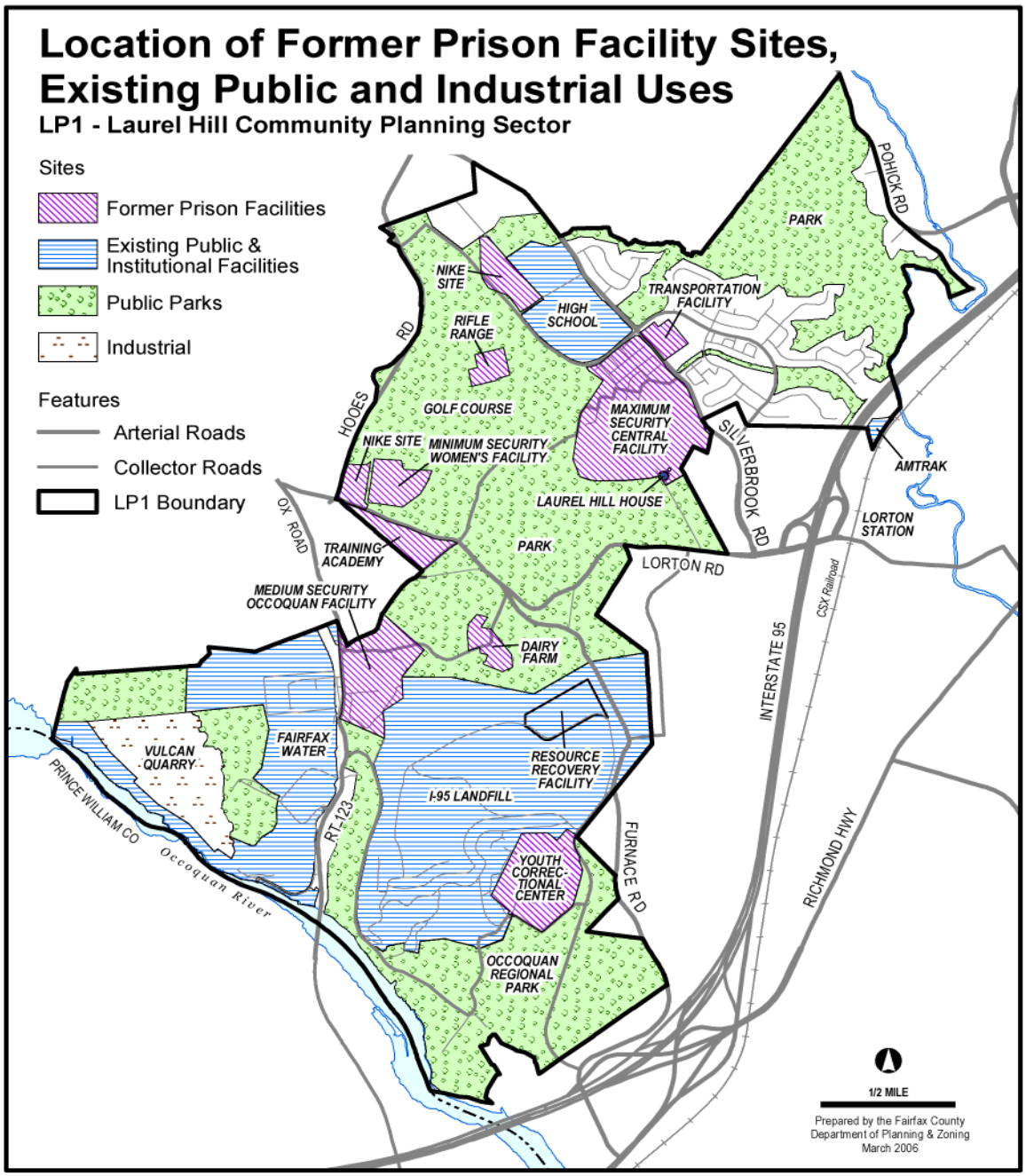
In order to meet the long term water supply storage needs of Fairfax County and the region, a water supply storage facility may be considered for establishment on lands currently owned by the Vulcan Quarry. Other uses, such as a landfill, are not planned for the quarry. The first phase of the water supply storage facility conversion would include Tax Map Parcels 106-3 ((1)) 4B, which is located in the northern portion of Vulcan Quarry. During this phase, mining operations in this northern area would cease and this portion of the reconfigured quarry would be used for water supply storage beginning ~~around~~no later than 2035 (shown on Figure 21). Guidance for the evaluation of any proposal affecting the Vulcan

Quarry property for any new long-term water supply storage areas is provided within the recommendations for Land Unit 5 of the Laurel Hill Community Planning Sector in the Area IV Plan."

MODIFY FIGURES: Fairfax County Comprehensive Plan, 2013 Edition, Area IV, Lower Potomac Planning District, Amended through 4-9-2013, LP1-Laurel Hill Community Planning Sector, page 24, 29, 37 and 53:

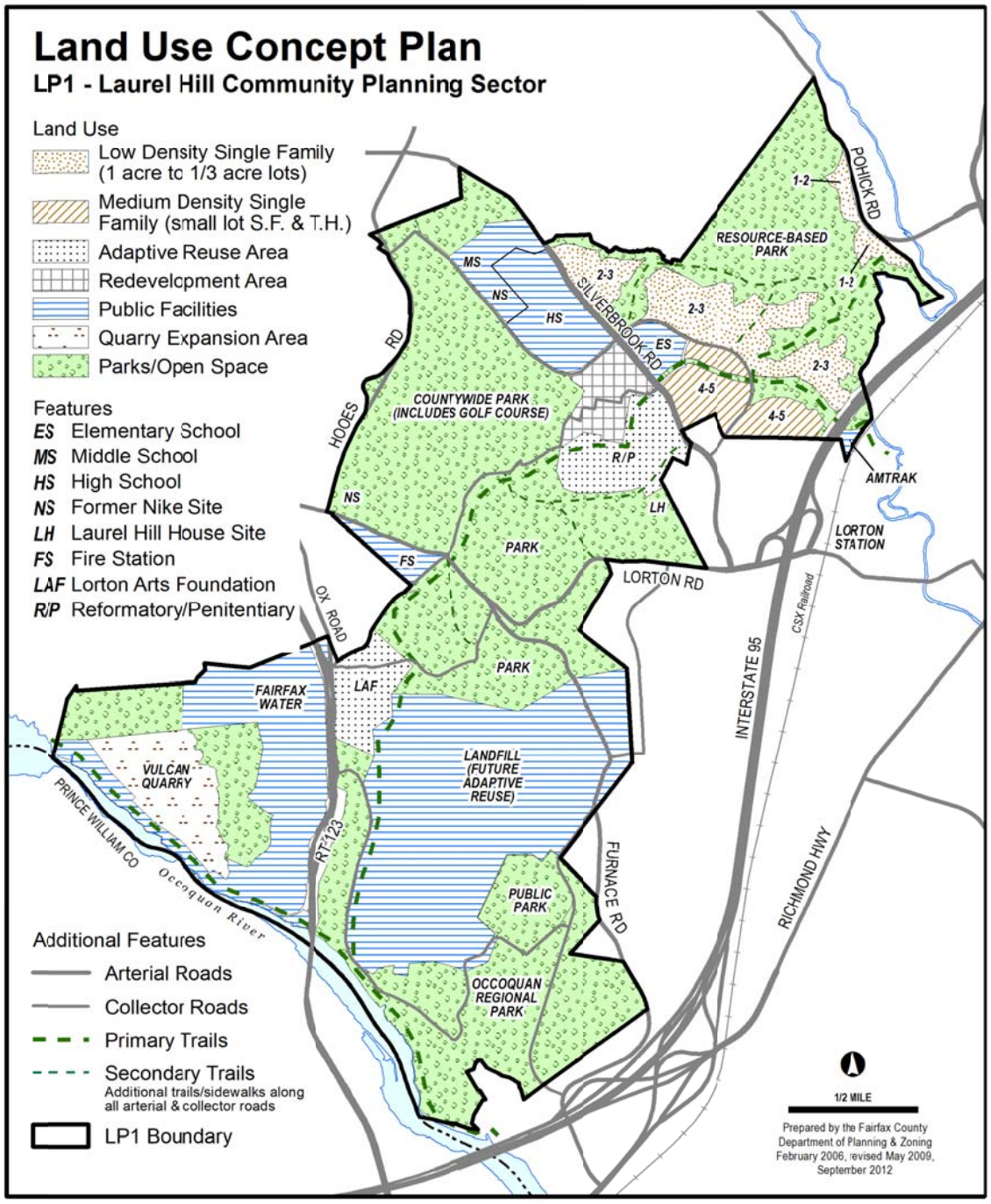
Modify Figure 9, Location of Former Prison Facility Sites-Existing Public and Industrial Uses to show that all parcels owned by Vulcan Quarry are shown as industrial uses.

FIGURE 9



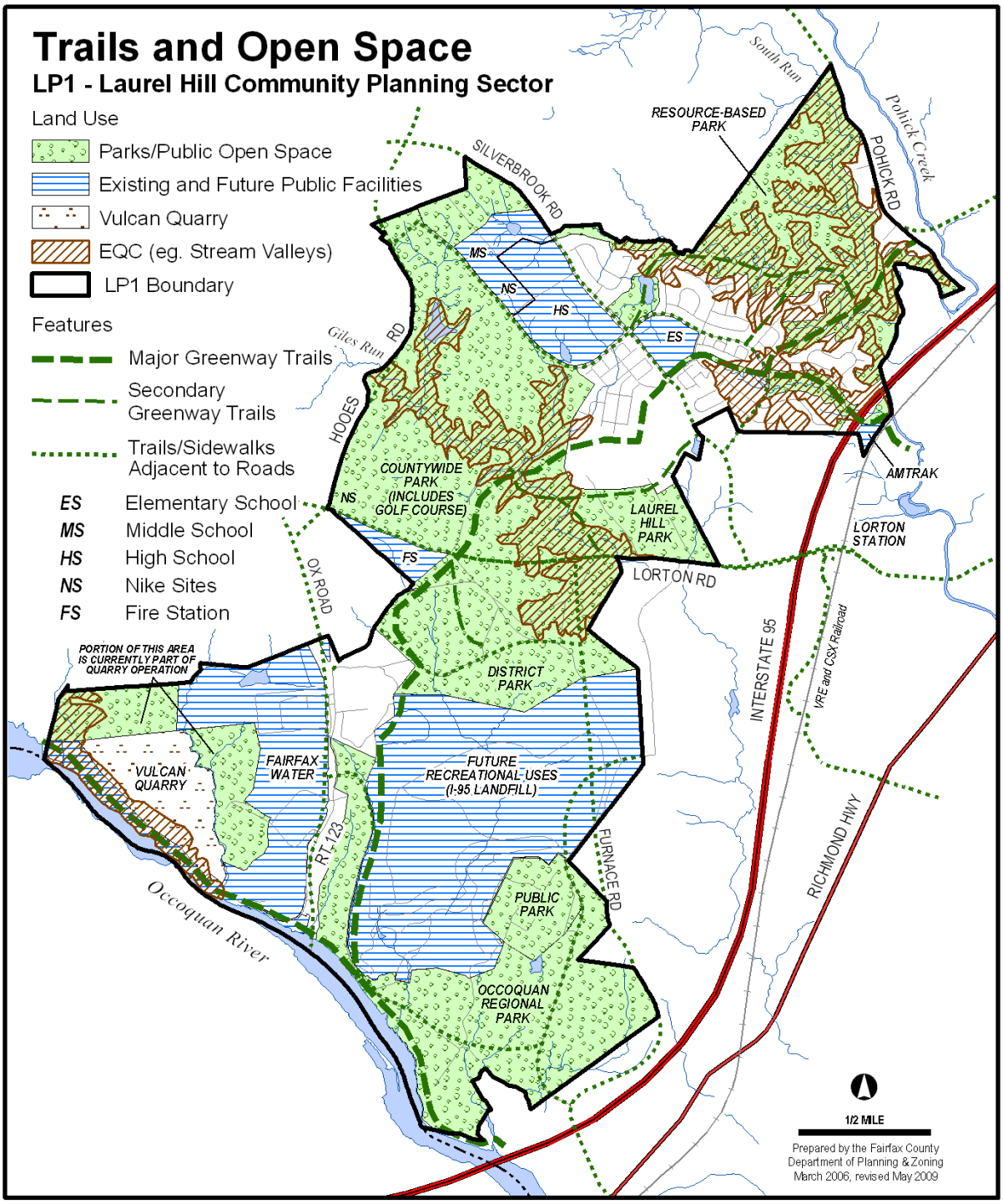
Modify Figure 11, Land Use Concept Plan to show that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 11



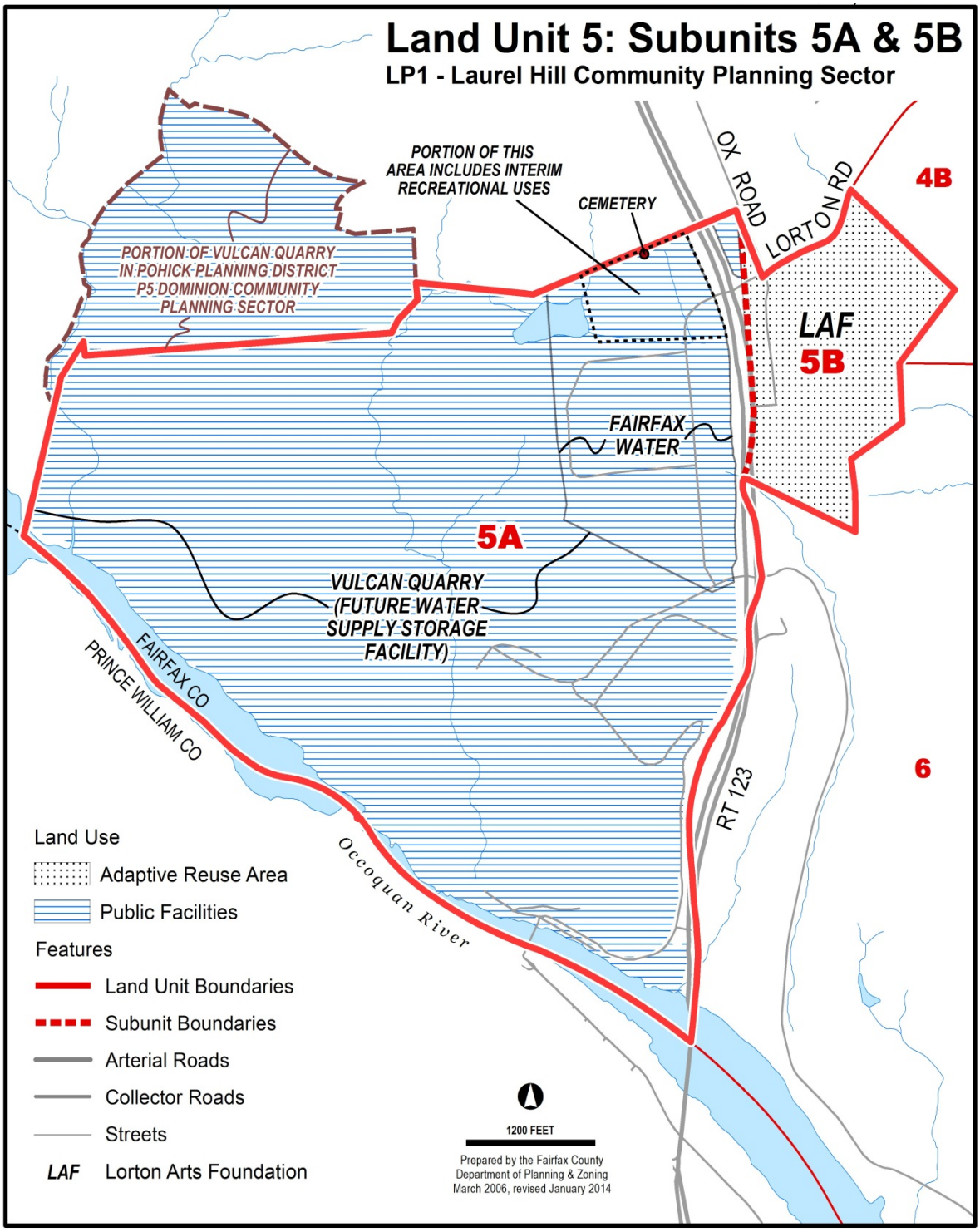
Modify Figure 14, Trails and Open Space so that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 14



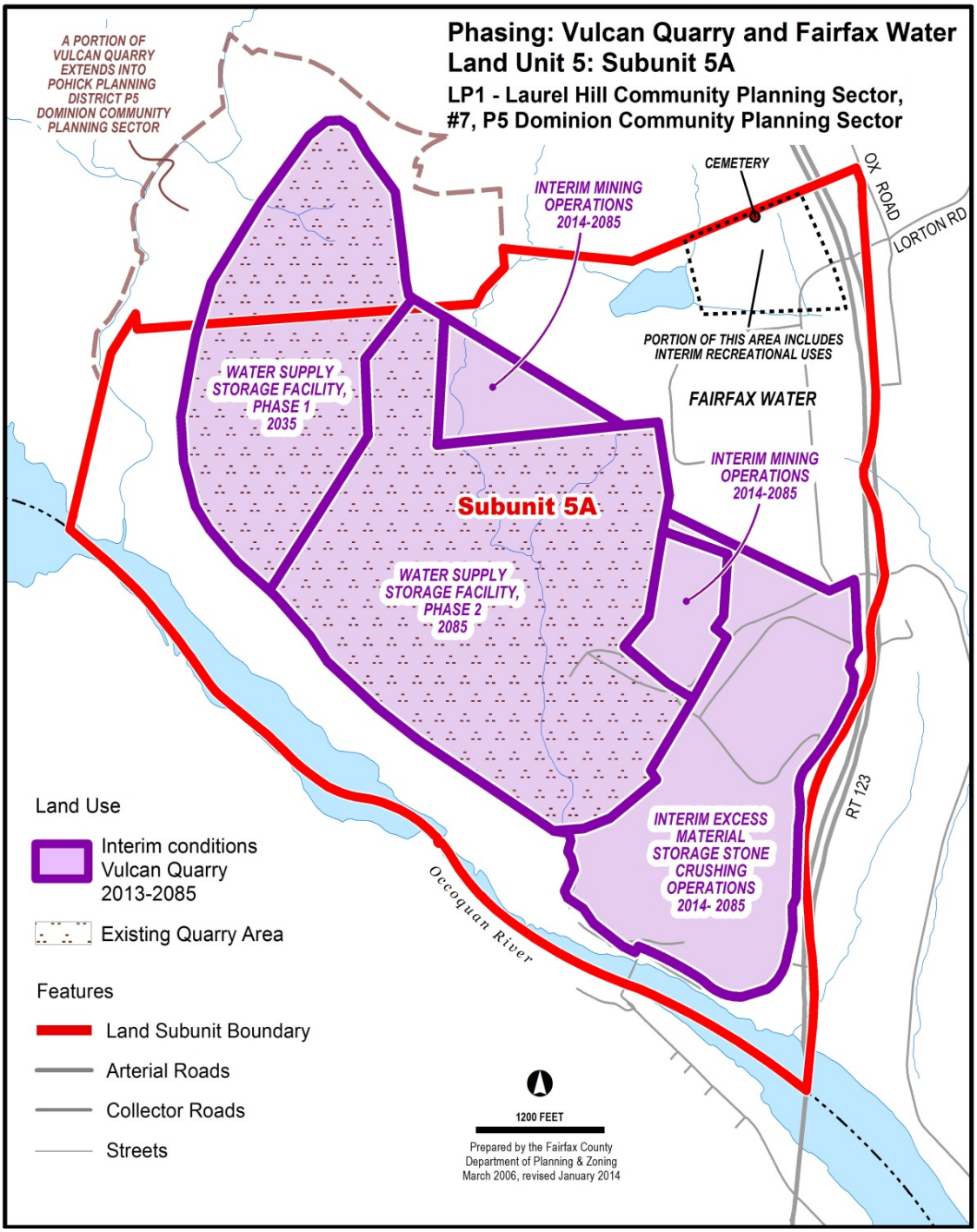
Modify Figure 20, Land Unit 5: Subunits 5A & B, so that all parcels owned by Vulcan Quarry are shown as public facilities uses.

FIGURE 20



ADD FIGURE: New Figure 21, Interim Land Use Concept Plan 2035-2085 – Land Unit 5: Subunit 5A. Subsequent figures will be renumbered.

FIGURE 21



PLAN MAP: The Comprehensive Plan map will be modified to show the entirety of the subject area as planned for public facilities uses.

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Board Agenda Item
May 13, 2014

4:30 p.m.

Public Hearing on PCA 2000-MV-034 (Furnace Associates, Inc.) to Amend the Previously Approved Proffers and Generalized Development Plan for RZ 2000-MV-034 to Eliminate Mixed Waste Reclamation Facility and Instead to Permit Electric Generating Facilities and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.013, Located on Approximately 8.86 Acres of Land Zoned I-6 (Mount Vernon District)

and

Public Hearing on SEA 80-L/V-061-02 (Furnace Associates, Inc.) to Amend SEA 80-L/V-061 Previously Approved for a Landfill to Permit Landfill Expansion, Electrical Generating Facilities, Private Club/Public Benefit Association, Golf Driving Range and/or Outdoor Baseball Hitting Range and Associated Modifications to Site Design and Development Conditions, Located on Approximately 249.82 Acres of Land Zoned R-1 (Mount Vernon District)

This property is located on the West side of Furnace Road, approximately 2,693 Feet South of Lorton Road and 2,693 Feet North of I-95 underpass. Tax Map 113-1 ((1)) 12 and 13.

and

This property is located at 10001, 10201, 10209, 10215, 10219 and 10229 Furnace Road, Lorton, 22079. Tax Map 113-1 ((1)) 5pt., 7, 8; 113-3 ((1)) 1, 2 and 4.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, April 3, 2014, the Planning Commission voted 6-4 (Commissioners Commissioner Hall and Litzenberger were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2000-MV-034, subject to proffered conditions consistent with those dated February 10, 2014, and contained in Appendix 1 of the staff report; and

- Modification of Paragraph 11 of Section 11-102 of the Zoning Ordinance for a dustless surface to that shown on the Generalized Development Plan.

- Approval of SEA 80-L/V-061-02, subject the development conditions dated April 3, 2014, with the following waivers and modification:

    - Waiver of Paragraph 9 of Section 9-205 of the Zoning Ordinance to permit improvements less than 20 years after the termination of landfill operations;

    - Waiver of Paragraph 11 of Section 11-102 of the Zoning Ordinance for a dustless surface;

    - Waiver of the interior parking lot landscaping requirement pursuant to Paragraph 3 of Section 13-203 of the Zoning Ordinance;

    - Waiver of the peripheral parking lot landscaping requirement pursuant to Paragraph 6 of Section 13-202 of the Zoning Ordinance;

    - Modification of the transitional screening and waiver of the barrier requirements pursuant Section 13-305 of the Zoning Ordinance, as shown on the SEA Plat;

    - Waiver of the Countywide Trails Plan recommendation for an 8-foot wide major paved trail along the east side of Furnace Road;

    - Board of Supervisors' approval to permit off-site vehicular parking for the Observation Point on Tax Map Parcels 113-1 ((1)) 12 and 13 pursuant to Section 11-102 of the Zoning Ordinance;

    - Delete Development Condition 60 in its entirety;

    - Denial of a modification of the invasive species management plan requirement, pursuant to Section 12-0404.2C of the Public Facilities Manual; and

    - Denial of a modification of the submission requirements for a tree inventory and condition analysis, pursuant to Section 12-0503.3 of the Public Facilities Manual.

The Commission recognizes that although a consensus between the applicant and all citizens may not be possible, further refinements to staff's proposed development conditions, in consultation with the applicant, county staff and the community, may

further improve the application, and provide reassurances regarding potential impacts from the application.

Therefore, the Planning Commission recommends that specific topics for the Board's consideration should include the following:

- A) That the Board consider deletion of the requirement, Development Condition 46 and elsewhere, that the applicant install wind turbines at this location and instead require a commitment by the applicant to install other green energy technology of an appropriate and equivalent nature;

- B) That the Board consider whether the applicant's $500,000 annual contributions between 2019 and 2038, as referenced in Development Condition 49, should be indexed to inflation or subject to cost of living increases, or some other incremental increases;

- C) That in addition to the potential meetings referenced in Development Condition 27, the Board consider a requirement that the applicant be required to designate an ombudsman or community liaison with contact information available to the supervisor's office and community to facilitate prompt dialogue regarding citizen complaints or fielding questions or concerns about the operations;

- D) That the Board consider additional clarification of the applicant's long term responsibility for the structural integrity and stability of the solar panels or other structures installed on top of the landfill, including post-closure;

- E) That the Board consider additional limitations on removal of vegetation, or supplemental vegetation as may be determined by DPWES, in the 5.2-acre private recreation area referenced in Development Condition 56 to reinforce the buffering in the direction of the Lorton Valley Community to the North; and

- F) That the Board consider whether the closure date could be sooner than 2034, referenced in Development Conditions 12 and 60 or the height of the final debris elevation be further reduced below 395 feet, referenced in Development Condition 12 or the height of the 70 foot berm, Development Condition 29, be reduced if determined to be structurally sound by all appropriate reviewing agencies; and

- G) That the Commission does not intend for the above suggestions for additional discussion to restrict or limit in any way appropriate topics to be considered by the Board for potential revisions to the development conditions.

In related actions, the Commission voted 6-4 (Commissioners Hall and Litzenberger were absent from the meeting) to approve 2232-V13-17 and 2232-V13-18. The Commission noted that the applications, met the criteria of character, location and extent, and was in conformance with Section 15.2-2232 of the *Code of Virginia,* as amended.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Verbatim
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4441477.PDF
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4448787.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

Planning Commission Meeting
April 3, 2014
Verbatim Excerpt

PCA 2000-MV-034/SEA 80-L/V-061-02/2232-V13-18/2232-V13-17 – FURNACE ASSOCIATES, INC.

Decision Only During Commission Matters
(Public Hearing held on February 27, 2014)

Commissioner Flanagan: Thank you, Mr. Chairman.

Chairman Murphy: Nice to see you with us this evening.

Commissioner Flanagan: Well it's nice to be here after having a few hours' sleep. But thank you, Mr. Chairman. First, I wish to thank the 56 citizens that signed up to speak and those that didn't sign up to speak, but stayed up anyway to speak and listen until 3:00 a.m. the next morning. And the reason for that is they recognize the huge long-term impact of this Special Exception Amendment that will be borne by the Lorton community. I think the 56 speakers set a record for the Planning Commission and I think we should all take note of the fact that this is a significant turnout by any community in Fairfax County. The decorum of the Lorton citizenry gave new meaning to why it's a good – it's to our good fortune to be an American. Their testimony presented new information, new viewpoints, and were supported with facts – facts that have been the basis for much post-hearing additional testimony and some changes to the application. Their testimony was a great help to we Commissioners in determining what we are sworn to do – make sure that all Special Exceptions are in harmony with the surrounding community with the Comprehensive Plan recommendations – and, third, with the Zoning Ordinance. I wish, however, that the Commission tonight was considering a compromise offered by the representatives of the Lorton community, who met with the applicant after the public hearing. Their compromise called for the certain closure of the landfill by the end of 2022 in order for the landfill to reach 412 feet; the elimination of the wind turbines' threat to wildlife; the elimination of the seven-story earth and berm wall threat to the adjacent RPA, floodplain, and Giles Run; and the alternate location of solar panes to the sites being served. In other words, instead of being a distance from the sites that will use the electrical energy, they would be moved, actually, to the sites where they would be using the electrical energy. I could have easily supported such a compromise. But that is not the application before us tonight for a decision. Instead, as you are aware, Furnace Associates has filed a Special Exception Amendment application – SEA 80-L/V-061-02 – seeking the expansion of their existing 250-acre construction demolition and debris landfill in Lorton and a continuation of its operation until the year 2034. The SE also seeks to add electrical generating facilities, a radio-controlled aircraft field – amateur, I mean a small aircraft field – hobby aircraft – a baseball hitting range, and a golf driving range to the site at the cessation of the landfill's operations. Concurrent with the SEA is a 2232-V13-18 for solar and wind electrical generating facilities on this 250-acre site. In addition, Furnace Associates have filed two applications that relate to its 9-acre property on the west site of Furnace Road. A Proffered Condition Amendment

application, PCA 2000-MV-034, proposes the deletion of a proffered mixed-waste reclamation facility that's there now. The PCA application also proposes to permit solar electrical generating facilities as the proffered use for that property. Concurrent with the PCA 2000-MV-034 is another 2232 application – it's actually number 2232-V13-17 – for the establishment of a solar electrical generating facilities. To say that these applications have been contentious would be a serious understatement. The Commission held its public hearing on these applications on February 27, 2014, and that public hearing did not conclude until 3:00 a.m. on the following day. Subsequently, over 200 members of the South County Federation attended a meeting to discuss these applications. The majority of the South County community associations have vehemently opposed this application. The issue has hit home for many community residents, as they participated in striking a bargain with this same applicant in 2007 to have the landfill close by the end of 2018, only to now be faced with an application seeking a substantial expansion of the landfill coupled with the request for an extension of the landfill's operations until 2034. I would like to first address the centerpiece of the applicant's proposal – the SEA application. The existing landfill is located on property that is comprised of approximately 250 acres with a permitted overall height of 412 feet. However, this SE application proposes to reduce the maximum height to 395 feet from 412 and to expand the currently-approved 4-acre platform on top to more than 40 acres. The 40-acre plus platform, in turn, would necessitate the continued – the construction of a 70-foot high – which is the equivalent of a 7-story building – high earth and berm or wall extending two miles around the entire perimeter of the landfill. If the berm wall, which would be seven stories high, were to fail, it would undoubtedly spill onto the nearby RPA, floodplain, and the Giles Run Stream. In addition, homeowners in the nearby Lorton Valley subdivision would be severely impacted. The standards for approval of this SEA are set forth in Zoning Ordinance Section 9-006. In my opinion, this application clearly fails to satisfy two such standards. First, Section 9-006 states that the Special Exception uses must be in harmony with the Comprehensive Plan. The Plan recommendations for this area of the County specifically call for gateway site building design. Gateway uses are supposed to create a sense of place in the community and should embody and announce the fabric of the community. This area of South County is rich with history, notable architecture, and a strong sense of community. Over the last 10 years, this body has helped to define, redevelop, and morph the South County area from heavy industrial uses into a newly developed, vibrant, and engaged community. An even larger landfill does nothing to announce South County as a place worth even visiting and is inconsistent with our vision to turn the Lorton community into a beautiful "gem" in Fairfax County. Quite simply, it is difficult to conceive of any land use that is more inconsistent with the notion of a gateway than a mountainous debris landfill. In addition, the construction of the 40-acre plus platform and the 7-story vegetated berm is inconsistent with the stated goal of protecting the ecological integrity of the streams in the County, as set forth in Objective 2 in the Environmental Section of the Policy Plan and General Standard Number 3 in the Zoning Ordinance, Section 9-006. Second, pursuant to General Standard Number 3, a Special Exception use should not adversely affect the use or development of neighboring properties and, further, shall not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof – end of quote. We hear abundant evidence – we heard abundant evidence at the public hearing which supports the conclusion that the continued use of this site as

a landfill through 2034 would, in fact, adversely affect the use of – the use or development of the neighboring properties, including those in Lorton Valley, Shirley Acres, Sanger Street, Laurel Hill Subdivisions, the Workhouse Cultural Arts Center, Laurel Hill parkland, the nationally recognized championship public golf course, and the future development of the adaptive re-use site – that's the old maximum security prison. Without question, this current SEA application generates a substantial number of adverse land uses, transportation, visual, ad environmental impacts – which will only get worse if the proposed SEA is approved as that not – as not only adding seven – earth and wall, behind which trash will be piled upon existing landscaped mountain sides. At the present sides, there are two sides that are landscaped substantially. Further, there is no doubt in my mind that the proposed extension and expansion would hinder or discourage the continued revitalization of the South County community. I further recommend denial of the 2232 application for solar and wind electrical generating facilities on the existing landfill property. Again, these facilities are contrary to the provisions of the adopted Comprehensive Plan. Solar and wind facilities siding on top of a 395-foot tall mountain of debris, covering a 40-acre plus platform, does nothing to create a sense of place and is not a gateway use, as called for by the Comprehensive Plan. In addition, the facilities are poorly conceived. Among other things, there is no evidence that the wind conditions at this location are sufficient to generate enough electricity to support the installation cost of the wind turbines. Equally damaging to this application, the wind turbines would be a threat to the already threatened American bald eagle population that is, once again, resident in the Mason Neck area. This is not a mere apprehension of harm. Rather, staff from the US Fish and Wildlife Service have confirmed that it previously advised the applicant that this location was unsuitable for wind turbines due to the effect on the local and migrating natural wildlife. Interesting, the proposed development conditions also allow the applicant to buy out of the green energy components of this application for a sum that may very well be less than it will cost to build the improvements. I therefore have concluded that the location, character, and extent of the proposed solar and wind electrical generating facilities on the landfill property is not substantially in accord with the adopted Comprehensive Plan. Finally, we have – we also have a Proffered Condition Amendment application and a second 2232 application for the applicant – from the applicant, which proposes to eliminate the proffered recycling center on the applicant's property on the west side of Furnace Road to allow for the construction of a solar electrical generating facility. The applicant indicated that it would move to withdraw the PCA application in the event that its current SEA application is denied. Accordingly, consistent with my findings as to the SEA application, I have concluded that we should deny the 2232 application for the west side of Furnace Road and recommend to the Board of Supervisors that it deny the Proffered Condition Amendment application to eliminate the recycling center. In summary, Mr. Chairman, there are more benefits to the County by denying than approving this application. Some in addition to those that I've noted above are: one, denial of the application will benefit Fairfax County by improving air quality when the landfill is capped, as recommended by the Planning Commission in 2006. The Sierra Club testimony states that methane gas is a potent contributor to global warming – 25 to 75 – to 72 percent more potent than carbon dioxide. And only 20 to 75 percent of the methane gas is ever captured by most landfills. So in other words, we have 80 to 25 percent freely escaping. The increase – increasing the production of greenhouse gases by

expanding the landfill and delaying the capping to 2035 is contrary to the County air policy objective, number one. And two, denial will benefit Fairfax County by hastening recycling when the last landfill in Fairfax County is closed in 2018, as now wisely recommended by the Commission in 2006. The current Board of Supervisors solid waste management plan encourages recycling. It does not encourage landfill expansion. The County, the Virginia Department of Environmental Quality, and the EPA all consider landfills as a last resort and a dying industry as more debris is recycled. And three, denial will benefit Fairfax County by protecting a major Fairfax County asset and visitor attraction, the American bald eagle – one of our national symbols in addition to the American flag. Not to protect rare wildlife is contrary to the County Environmental Policy Objective 9. And four, denial will benefit Fairfax County by reducing the number of trucks with a Lorton destiny, as wisely recommended by the Planning Commission in 2006. To allow truck traffic for an additional 17 years, as requested, is contrary to Zoning Ordinance Section 9-006. Accordingly, Mr. Chairman, let me pull up here my motions. I seem to have lost my motions here. Okay – accordingly, Mr. Chairman, for these reasons and based on all of the evidence presented in the public hearings on these applications, I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I ALSO MOVE THAT THE PLANNING COMMISSION DENY SEA 80-L/V-061-02.

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Is there a second? Seconded by –

Commissioner Sargeant: Mr. Chairman, I would like to make a few comments to go with my second.

Chairman Murphy: Okay, seconded by Mr. Sargeant.

Commissioner Sargeant: Mr. Chairman, thank you very much. And let me begin by first of all acknowledging the applicant's participation in recent meetings with representatives of the South County community and business leadership. That goal was to determine whether additional dialog was possible. But at the end of the process, the two sides agreed to disagree. Now even with some recent modifications, this application is still not ready for our support and here are some reasons. The applicant had included a covenant at its own offering to – in development conditions that would have provided greater certainty requiring a closure date. I'm told that this evening that that development condition will be removed for other reasons that Commissioner Hart can elaborate. We should know that this issue has been – we should know, quite simply, that this issue closure and that kind of certainty had been addressed to the satisfaction of all parties. The lack of certainty here has certainly been one of the foundations of dispute in the South County area. The applicant has now agreed to lower the final height of the landfill from 412 to

395 feet. However, the applicant says the revised SEA Plat to reflect this change will not be ready until a week after tonight's decision. As staff noted in response to one of my questions earlier today, in general staff would review a revised plan along with revised conditions or proffers. In a question to staff regarding the amended development condition, I asked staff whether they still agree with the statement on page 19 of the staff report that the applicant has only committed to providing the methane gas and geothermal infrastructures and installation of three wind turbines in phase one. According to the staff response dated today, "The applicant has only committed to provide methane gas and geothermal infrastructure and installation of three wind turbines in phase one for the SEA site. The applicant has committed to provide solar on the adjacent PCA side." This is one of those areas where we can provide better certainty and a better application. With regard to green energy, the applicant correctly notes the extension discussions and task force initiatives and leadership by the Board of Supervisors itself over time to promote alternative energy. And certainly, repurposing a landfill with green energy is not a unique or uncertain idea. We are likely to this – this concept go forward elsewhere as well as here. But in my response to whether the Board of Supervisors has approved any legislation to create a green energy triangle, staff responded today that they are not aware of any legislation to create a green energy triangle at this time. Yes, a green energy triangle can occur without legislation, but my question to gauge the Board's current involvement and commitment at this time. Is it lost on anyone here that the County's plan for green energy rests, perhaps, on a new bed of methane? At the end of the day, we should not forget that green energy and cash proffers may be the result of a landfill expansion and extension. We still have a 70-foot berm around the perimeter of the landfill and possibly until 2034 for landfilling activities. A better understanding about responsibility and liability for these structures and any public uses on this site are in the best interests of the County and its citizens. While the applicant's consultants do provide expertise and assurance regarding the stability and longevity of the berm, the County would be better served to provide its own third-party scrutiny regarding the future of the proposed structure. One engineer said to me, "Nothing lasts forever." So with this, Mr. Chairman, I second the motion to deny the SEA and 2232. Thank you.

Chairman Murphy: Further discussion of the motion? Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I agree with Commissioner Flanagan. This has been a contentious application and I would like to address, in part, why I think that happened and what we can do about it. I agree also that perhaps we can do better on this type of application. Never the less, I've reached a different conclusion than Mr. Flanagan regarding what our recommendation to the Board of Supervisors should be at this point. And earlier today, staff had circulated a series of motions – we received some motions last week – but I had circulated three motions today, the first of which would be what I think we should do on the SEA and the corresponding 2232. I'd like to address first why I think this particular application became so contentious and do so in an effort to try and extract from the land use decision some of the emotion – some of the emotional difficulties that we've had with this case. Several years ago, and I think there were four of us – Commissioner Lawrence, Commissioner de la Fe, Commissioner Murphy, and myself – voted on the previous iteration of the Special Exception,

which was praised and celebrated at the time as a win/win situation. It was going to provide this overlook park. It was going to provide certainty as to the closure of the landfill in 2018. And it also importantly contained a provision regarding the applicant's release from liability for the landfill – that it would be taken through – a dedication would be taken by the Park Authority. At the time, I think – I speak for myself, but I think my colleagues would agree – we did not know that the Park Authority might not end up taking the dedication. As it turned out, sometime after the approval, the Park Authority ultimately decided to not accept the dedication of the facility. That problem – that fiasco – has mushroomed into a lot of angst and complaints in the community, which I think contributed to the hostile reaction, at least, with the South County folks initially towards this application, the number of speakers we had, the length of the public hearing, the volume of the communications we've received, much of which communicates quite clearly anger over these disappointed expectations. That this was supposed to be a proffer, in fact it's been suggested to us by some that promises were broken or that the applicant should be held to these – to these promises or that there was a deal that the applicant somehow has broken. And from my perspective, that is absolutely not what happened. On a Special Exception, the applicant doesn't make promises. The Board of Supervisors, instead, imposes development conditions – the rules by which an application will be governed. What the Board of Supervisors is saying – we're approving this use, subject to the following terms. You will do this, this, this, and this. We found out, I think, as recently as last week if we – maybe we knew before or maybe I just didn't pick up on it – in one of the memoranda from staff, I learned I think for the first time that Development Condition 53, which was the key to the whole deal – which provided that at such time as the applicant was formally released from liability by DEQ, then some other things would happen. That would lead to the dedication of the facility as a public park. Well, we found out a few days ago – or at least I found out – that the County Attorney's office had never seen Development Condition 53 until long after the approval. And then this all blew up into something. I mentioned at the beginning that I had circulated some motions and the final motion, a follow-on motion, addresses my concern about what went wrong on this case and to make sure that this never happens again. And I hope it is something on which, no matter what our position is on the four applications in front us tonight, that going forward we can agree on this and that something positive can come out of this. And with respect to the follow-on motion, I think it is susceptible – that this situation is susceptible of repetition because we have repeatedly planned for innovative parks in Tysons. I think we will expect them, perhaps, in Reston as well and perhaps in other places – where we're putting parks in unusual places – on top parking garages, on tops of buildings. And we need to make sure that, going forward, the Park Authority's decision-making process is integrated into the land use decision – that it's not separated – that we not approve something that's dependent on the Park Authority doing something and that the whole approval is contemplating this is going to turn into a park and the Park Authority is going to take it. And secondly, that the County Attorney's office be integrated into the process so that where there are situations where we are contemplating dedication of land for a park or acceptance of land for a park or acceptance of maintenance responsibility or a transfer of liability or something like that – that before this is voting on – before its approved – the County Attorney's office has had an opportunity to vet those development conditions, make sure we're all on the same sheet of music, that the condition is going to work, and that the deal that we

contemplate is the deal that's going to happen. We'll get to that. Coming back to this particular application, I think if it hadn't been for the disappointed expectations about the failure of the previous package to work – to turn this into a park – to turn this into a situation where the applicant is being released from liability and the landfill is correspondingly closed in 2018 – it's a much easier case to resolve. I think that on a Special Exception, our function also is somewhat different. And it's different even still on a 2232. I would adopt, generally, for the purpose of the discussion – we don't want to be here until three in the morning again – the rationale in the staff report and staff's professional analysis regarding the provision in the Comprehensive Plan, the provisions in the Zoning Ordinance, and whether the applications each, I'll say, fall within the strike zone. On a 2232 in particular, we see this on telecommunications and we see it sometimes on Park Authority applications. Sometimes any number of things could fall within that strike zone. Any number of things might meet the criteria of location, character, and extent whether we agree with them or not – whether they would be our first choice – whether we would choose to do it in that way. And on these, I think staff has correctly analyzed them. With respect to the Special Exception, also, I will address briefly – Commissioner Sargeant had addressed Development Condition Number 60, which I had deleted in the motion on the – or if we get – depending on what happens. If we get to my motions, I am deleting Development Condition 60, which was – which did two things. It established a covenant at the end that would run through the Board of Supervisors and to an unnamed third party. In general, it would certainly be possible for an applicant to agree to a private covenant, a private agreement, a side-agreement of some sort. It might even be appropriate in a rezoning case where an applicant is making proffers. Where they're making proffers, they're saying, "Please rezone our property and here's what we're going to do if you do that." But on a Special Exception, our function is somewhat different. The General Assembly has set up a system whereby we evaluate whether certain non-residential uses of special impact are appropriate in certain areas. And if they are – if they meet certain other criteria – what development conditions are appropriate to mitigate the impacts running from the use? Those might address things like lighting and noise and transportation and buffering, landscaping, that sort of thing. To the extent that a development condition was designed to require a covenant to run to the benefit of a private third party, it's not mitigating any impact at all. It's not landscaping. It's not buffering. It's not dealing with noise. The reason that's in there is going back to this first problem with what went wrong with the park. The concern that's been expressed is that the Board of Supervisors cannot be trusted and there needs to be someone – some guardian at the gate besides the Board of Supervisors – some private party to control the destiny of this property down the road. That's not something we've ever done. That's not something the General Assembly has authorized. We can't impose, as a development condition, a requirement on a private party that they give up property rights to somebody else where it's not mitigating an impact. It's dealing with some political problem or some other issue. And again, if some private agreement were to be worked out between the parties, that's fine. But we're not in the business of telling those people what to do. That's – that's the problem with Development Condition 60. Otherwise, I think staff has correctly analyzed each of the uses and imposed a very rigorous set of development conditions, which impose also extraordinary financial contributions and requirements on this applicant over a course of many years. The applications also, I think, are – I would say – are not perfect. And in my discussions with several

of you, I think we were close to a consensus on some additional points. I had hoped very much, and I know that several of us did, that the committee that Commissioner Sargeant worked on – I think we appreciate the efforts by Commissioner Sargeant, Commissioner Flanagan, and the people who participated – to try and get a compromise – to try and get a consensus. And we hope to do that on most of our cases. It didn't work here for whatever reason. Nevertheless, the applicant had made voluntarily some changes to their proposal, which staff also supports – scaling it back someone, cutting six years off of their proposal – from 2040 to 2034 – reducing the height from 412 feet to 395 feet. I think there were several other points identified, sometimes simultaneously, by multiple commissioners on which we don't necessarily have a development condition. But at the same time, I think it is reasonable for us to look at these applications and say, "Yes, they fall within the strike zone." And the Board of Supervisors might have discretion to approve them. But at the same time, if the Board will work on these six items, they will be closer to a consensus. I think the application will be improved. I think with further discussions between staff and the applicant and the community – and the Board is sophisticated enough to do this – we can make this a better situation. We can road map for the Board how they get there. This is also, I think, an extraordinary application in terms of the time frame, as we've discussed briefly. The 2232 applications run out on Thursday. They are deemed approved as a matter of law if we take no action before then. The Board of Supervisors, theoretically, could extend them again. But there is no guarantee that they will. And we all know what happens in this building if there's a power outage, if there was a fire alarm, if there's a snowstorm again, and something happens – and even if the Board wanted to vote next week – if for some reason they don't, the applications are deemed approved. And we don't want to be in that situation. The Board has given us a deadline. I think we have done – we have rigorously vetted these applications. We have reviewed a great deal of material. Staff has been working day and night to try and digest all the stuff – answer all these questions. And I think in this extraordinary situation, we can identify for the Board suggestions for areas of improvement. And I've tried to do that. Rather than denying the whole thing – recognizing at the same time staff's careful analysis of this and the Board's commitment to any number of policies which are consistent with continuing to have a construction debris landfill within Fairfax County – whether that's for economic development purposes – whether it's for an industrial use continuing to contribute to the tax base – whether it's because we're going to need a place for construction debris for all the growth that's planned in Tysons and Reston and the revitalization areas. And if we don't have it here and the debris has to be shipped out of the County to somewhere in Maryland or Manassas or down the northern neck – wherever it's going, it's going to cost more and take longer – put more vehicles on the road for a longer period of time. And it frustrates, I think, our objectives for getting buildings to comply with, for example, LEED certification, which is going to require something like that. The Board will have the flexibility to determine these types of policy issues in that context. I think I would address, separately, when we get to the – if we get to the other motion – the particulars of that if there's a need for that. But where we are on the first – the SEA and the first 2232 – I think we shouldn't flat out deny it. I think what we should do is my motion, which recognizes that the applications fall within the strike zone, but identifies for the Board six points on which the Commission feels there could be improvement.

Commissioner de la Fe: Mr. Chairman, which motion are we talking about?

Commissioner Hart: I'm arguing why we shouldn't approve Mr. Flanagan's motion to deny the first – the SEA and the first 2232.

Commissioner de la Fe: You're talking about your motion. I haven't seen – you haven't made any motion.

Chairman Murphy: He's just giving you a preview.

Commissioner de la Fe: Oh – okay.

Commissioner Hart: I'm telling you why. Stay tuned we'll get there.

Chairman Murphy: Further discussion?

Commissioner Hart: Mr. Chairman, I had one more point.

Chairman Murphy: Okay.

Commissioner Hart: I wanted to address, also, the commitment to the future of Lorton. This is an issue with County – this is an application – these are applications with countywide implications. Lorton is an important part of the County and there was a lot of testimony about the history of Lorton or the problems with Lorton. We have had, I think – we are all aware of how Lorton was defined 20 or 30 years ago and perhaps by the major uses there. We had – overwhelming everything was the prison. We had the sewage plant, the landfill, the garbage incinerator, the quarry, Cinderbed Road, whatever else. We didn't have a lot of residential development. We didn't have a lot of investment and there were probably reasons for that. With the closure of the prison, however, Lorton got a second and a third look. And we've amended the Plan with the efforts of the Commission and some of the Commissioners participating in those planning activities. We have encouraged and seen a great deal of residential development. And I think Lorton is defined now by – not so much history – not so much the prison in the past – but the growth that we've seen in Lorton. And Lorton is recognized as a growth area. We anticipate there's going to be more growth in Lorton. And the Board has recognized that, which significant investments in schools and parks and public facilities and other things that are coming down the pike. The Lorton Arts Center – perhaps we've made a greater investment than we had intended. In any event, the Board is committed to Lorton. And the fact that an industrial use that's continuing, subject to rigorous development conditions is still there, is by no means an abandonment of the Lorton community or what it means. I think we should deny the – Commissioner Flanagan's motion and then we'll see what happens.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. Get my microphone on. I would like very much to go along with Commissioner Hart's proposals. And I do, in fact, plan to go along with the one that he has processed. I do agree that this kind of thing ought not to have happened in the first place and certainly ought not to happen again. However, I cannot agree to a motion for approval of this package, as presented to us tonight. I would like to say that I think we should start with a blank slate and the idea and understanding that the industrial use will, in fact, continue for an extended period of time – many years, that's what they're asking for. Now what do we do during that extended period of time? One of the things we can do is to assure ourselves as to the long-term stability of the mound of debris that they are building so that we don't run into liability problems later – and worse yet, functional problems with our energy generation system because the thing settled in the wrong way. Secondly, we will be able to hold close to the end of this extended period of operation, at a time of closure as that approaches, a design contest where we can look at the technology not as it is today, but as it will be decades from now. And we can build not a series of stove pipes with individual sources of energy, but a combination or hybrid of such sources. There is a plant now existing in Florida that's advertising itself on television, which is such a hybrid. They use solar steam rather than voltaic. Voltaic is 20 percent efficient – 20 percent. In the labs, they're now doubling that. It hasn't yet reached industrial capability, but we're talking decades. We have the time to do this right if what we want is green energy. Now absent that, I can't support the application as it's presented – not because of any expectation, but because of the – the merits and the flaws of what's within the four corners of the application. Let me illustrate my position with just a couple of examples. I believe that an acceptable land use application must meet two tests. First, a condition of necessity in that the application satisfies all applicable laws and regulations. Second, a condition of sufficiency in that the application is in conformance with the Comprehensive Plan and that, as a total package, the application provides for a balance between the impacts its approval creates and the public benefits offsetting and mitigating those impacts. I do not believe the Furnace Associates proposal presented for our vote tonight shows that required balance. I'll illustrate that with just a couple of examples. The application proposes wind turbines. The applicant's consultant pointed out in the report they – that conditions at the site are marginal for energy generation using this technology, as it stands today. And the most information I have seen from the Fish and Wildlife Service is that it's unlikely there is no threat to wildlife from the turbines. But the applicant insists they be a part of the package. Even though they commit only to three machines and also include provisions for a study on wildlife impact, providing a way to back out of the technology, but retain overall approval for the extension of operations as decided. Public benefit from this feature of the proposal would then consist of a one-time cash payment. In its proposal, the applicant envisions adding an additional layer to the mound of construction and demolition debris now to be seen at the site. Atop this second layer, large mounting pads for turbines and solar cells are to be put in place. The mass of the installed equipment plus the dynamic loads from wind effects will be transmitted through the debris mound through the pads and their pilots. A condition that has the potential to result in damage to the pads and the equipment and its output would be any significant uneven settling of the debris mount over time. The last proposed development conditions that I have seen included one to the effect that unless a written certification of the long-term stability of the debris mound after it is closed is given, no infrastructure will be build

atop the mound. Again, the green energy concept would be lost. In attempting to judge how likely it is that the debris mound will be stable over time, it comes quickly to mind that the debris pile was not originally intended to be in and of itself a load-bearing platform. And there is, thus, no reason to think that compaction of the pile has been a routine over the years of its operation, whatever may be done to the second layer to be added. In at least two particulars then, the value to the public of this green energy proposal is open to question. But the applicant does not want to consider leaving out the wind turbines and does not want any further deferral time to get a solid picture on the long-term stability of the debris pile and its top hamper. We are asked to vote the proposal as a package up or down. As it is presented to us tonight, I will vote against it. Thank you Mr. Chairman.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you Mr. Chairman. In the cacophony of the testimony that kept us here until 3:06 in the morning, one of the things that I remember most were the few people who spoke about the dream of green energy in this County. And the fact that we had the opportunity, if we could to be a leader and create something unusual and unique and valuable, but – Mr. – Commissioner Lawrence's point is very well-taken. I think Commissioner Hart made it also. In a number of years, we don't know what the technology is going to be. I don't think wind turbines are going to last – maybe in this situation – and maybe are not appropriate. But the green energy concept is something that I think we should not lose sight of. In some fashion or other, we should try to make it work on behalf of the County if nothing else.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: I'll try to be concise since we are on verbatim.

Chairman Murphy: We are on verbatim.

Commissioner Migliaccio: Yes.

Chairman Murphy: And I treasure every minute of it if our cacophony of our comments on the motion last as long as they have them, we will be here until 3:06 in the morning.

Commissioner Hedetniemi: You like that word.

Chairman Murphy: I love the word cacophony. Yes, go ahead. It's your turn for cacophony of the motion.

Commissioner Migliaccio: My goodness, the pressure. First, I would like to commend Mr. Flanagan and Mr. Sargeant for representing Mount Vernon in such a great manner on this

application. Normally, as Lee and Mount Vernon, we go back and forth on items. But on this one – looking at it, it's not just a Mount Vernon issue. Looking at it, this application in my opinion has regional and countywide implications. And, therefore, it's not just a Mount Vernon issue. And, therefore, I am not able to support Commissioner Flanagan's denial tonight. Hopefully, we have a – Commissioner Hart's motion coming through, depending on what happens now on this vote. I hope by supporting a denial on these applications – it will allow on a vote on a compromise that can be sent to the Board. I feel it serves no purpose leaving this here to die or leaving this – these applications here for a deferral. It does no good. I think it needs to get to the next step. We need to have a vehicle to send this to the Board to let them work on it, to tweak it, to work around the edges. We as a Planning Commission work on the land use issues only. And that's what we're – that's our mission. All those other issues that we hear from South County – and they're very valid issues – those are more the political arena and those are more appropriately addressed at the Board level. And I think by providing a vehicle that may not be perfect, but sending it up to the Board would be the best in this – for these four applications. Thank you Mr. Chairman.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion, as articulated by Mr. Flanagan to deny 2232-V13-18 and SEA 80-L/V-061-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Motion – we'll have a division; Mr. Ulfelder.

Commissioner Ulfelder: Nay.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: Nay.

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: Aye.

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Aye.

Chairman Murphy: Mr. de la Fe.

Commissioner de la Fe: Aye.

Chairman Murphy: Mr. Hart.

Commissioner Hart: Nay.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: Yes.

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Nay.

Chairman Murphy: Ms. Hurley.

Commissioner Hurley: Nay.

Chairman Murphy: And the Chair votes nay and the motion is defeated 6 to 4; Mr. Flanagan.

Commissioner Hart: You want me to go? Or he wants to do his other motion?

Chairman Murphy: You want to do your other – you want continuity here?

Commissioner Flanagan: As long as he had – we're on the SEA. We might as well hear his motion.

Chairman Murphy: Okay.

Commissioner Hart: Thank you, Mr. Chairman. What I would like to do, if I may, is read the motion. If there's a second, I would speak briefly to it. I MOVE THAT THE PLANNING COMMISSION FIND THE SOLAR AND WIND ELECTRICAL GENERATING FACILITIES PROPOSED UNDER 2232-V13-18 SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND ARE SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I FURTHER MOVE THAT THE PLANNING COMMISSION FIND THAT SEA 80-L/V-061-02 MEETS THE APPLICABLE LEGAL CRITERIA, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS WITH THE DELETION OF DEVELOPMENT CONDITION 60 FOR THE REASONS ARTICULATED IN THE STAFF REPORTS AND SUBSEQUENT MEMORANDA AND, THEREFORE, RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SPECIAL EXCEPTION AMENDMENT SEA 80-L/V-061-02, SUBJECT TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS DATED MARCH 28, 2014, WITH THE

FOLLOWING MODIFICATION: DELETE DEVELOPMENT CONDITION 60 IN ITS ENTIRETY. AND FURTHER, THAT THE COMMISSION'S RECOMMENDATION OF APPROVAL ON THE SPECIAL EXCEPTION IS COUPLED WITH THE FOLLOWING ADDITIONAL ITEMS FOR CONSIDERATION BY THE BOARD:

- THE COMMISSION RECOGNIZES THAT ALTHOUGH A CONSENSUS BETWEEN THE APPLICANT AND ALL CITIZENS MAY NOT BE POSSIBLE, FURTHER REFINEMENTS TO STAFF'S PROPOSED DEVELOPMENT CONDITIONS, IN CONSULTATION WITH THE APPLICANT, COUNTY STAFF AND THE COMMUNITY, MAY FURTHER IMPROVE THE APPLICATION, AND PROVIDE REASSURANCES REGARDING POTENTIAL IMPACTS FROM THE APPLICATION.

THE PLANNING COMMISSION RECOMMENDS THAT SPECIFIC TOPICS FOR THE BOARD'S CONSIDERATION SHOULD INCLUDE THE FOLLOWING:

- A) THAT THE BOARD CONSIDER DELETION OF THE REQUIREMENT, DEVELOPMENT CONDITION 46 AND ELSEWHERE, THAT THE APPLICANT INSTALL WIND TURBINES AT THIS LOCATION AND INSTEAD REQUIRE A COMMITMENT BY THE APPLICANT TO INSTALL OTHER GREEN ENERGY TECHNOLOGY OF AN APPROPRIATE AND EQUIVALENT NATURE;

- B) THAT THE BOARD CONSIDER WHETHER THE APPLICANT'S $500,000 ANNUAL CONTRIBUTIONS BETWEEN 2019 AND 2038, AS REFERENCED IN DEVELOPMENT CONDITION 49, SHOULD BE INDEXED TO INFLATION OR SUBJECT TO COST OF LIVING INCREASES, OR SOME OTHER INCREMENTAL INCREASES;

- C) THAT IN ADDITION TO THE POTENTIAL MEETINGS REFERENCED IN DEVELOPMENT CONDITION 27, THE BOARD CONSIDER A REQUIREMENT THAT THE APPLICANT BE REQUIRED TO DESIGNATE AN OMBUDSMAN OR COMMUNITY LIAISON WITH CONTACT INFORMATION AVAILABLE TO THE SUPERVISOR'S OFFICE AND COMMUNITY TO FACILITATE PROMPT DIALOGUE REGARDING CITIZEN COMPLAINTS OR FIELDING QUESTIONS OR CONCERNS ABOUT THE OPERATIONS;

- D) THAT THE BOARD CONSIDER ADDITIONAL CLARIFICATION OF THE APPLICANT'S LONG TERM RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY AND STABILITY OF THE SOLAR PANELS OR OTHER STRUCTURES INSTALLED ON TOP OF THE LANDFILL, INCLUDING POST-CLOSURE;

- E) THAT THE BOARD CONSIDER ADDITIONAL LIMITATIONS ON REMOVAL OF VEGETATION, OR SUPPLEMENTAL VEGETATION AS MAY BE

DETERMINED BY DPWES, IN THE 5.2-ACRE PRIVATE RECREATION AREA REFERENCED IN DEVELOPMENT CONDITION 56 TO REINFORCE THE BUFFERING IN THE DIRECTION OF THE LORTON VALLEY COMMUNITY TO THE NORTH;

- F) THAT THE BOARD CONSIDER WHETHER THE CLOSURE DATE COULD BE SOONER THAN 2034, REFERENCED IN DEVELOPMENT CONDITIONS 12 AND 60 – and that's a correction from the text that was sent out earlier – it's 12 rather than 11 – OR THE HEIGHT OF THE FINAL DEBRIS ELEVATION BE reduced – FURTHER REDUCED BELOW 395 FEET, REFERENCED IN DEVELOPMENT CONDITION 12 – that's another correction, it's 12 rather than 11 – OR THE HEIGHT OF THE 70 FOOT BERM, DEVELOPMENT CONDITION 29, BE REDUCED IF DETERMINED TO BE STRUCTURALLY SOUND BY ALL APPROPRIATE REVIEWING AGENCIES;

- AND FURTHER, THAT THE COMMISSION DOES NOT INTEND FOR THE ABOVE SUGGESTIONS FOR ADDITIONAL DISCUSSION TO RESTRICT OR LIMIT IN ANY WAY APPROPRIATE TOPICS TO BE CONSIDERED BY THE BOARD FOR POTENTIAL REVISIONS TO THE DEVELOPMENT CONDITIONS.

I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE WAIVERS AND MODIFICATIONS THAT WERE DISTRIBUTED TO YOU IN STAFF'S HANDOUT DATED MARCH 28, 2014 AND:

- DENIAL OF A MODIFICATION OF THE INVASIVE SPECIES MANAGEMENT PLAN REQUIREMENT, PURSUANT TO SECTION 12-0404.2C OF THE PUBLIC FACILITIES MANUAL; AND A

- DENIAL OF A MODIFICATION OF THE SUBMISSION REQUIREMENTS FOR A TREE INVENTORY AND CONDITION ANALYSIS, PURSUANT TO SECTION 12-0503.3 OF THE PUBLIC FACILITIES MANUAL.

Commissioner Hart: I won't read the waivers and modifications that are in the attachment. But, Mr. Chairman, if the Chair will indulge me –

Commissioner Migliaccio: Second.

Commissioner Hart: Well I haven't finished, please. I neglected to ask that – at the County Attorney's suggestion – to have Mr. McDermott acknowledge the staff – or excuse me, the applicant is in agreement with the development condition package and less devout to Condition 60. If he could just acknowledge that on the record and then I'm done.

Chairman Murphy: Mr. McDermott, please come down and identify yourself for the record.

Francis McDermott, Esquire, Hunton & Williams, LLP: Mr. Chairman, members of the Commission, my name is Frank McDermott. I'm the attorney for the applicant. And we have certainly negotiated and are agreeable to the conditions as you propose to be modified.

Commissioner Hart: Thank you. That's my motion.

Chairman Murphy: Seconded by Mr. Migliaccio –

William Mayland, Zoning Evaluation Division, Department of Planning and Zoning: Excuse me, Commissioner?

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Mr. Mayland: Mr. Chairman?

Chairman Murphy: Yes, Mr. Sargeant.

Mr. Mayland: Mr. Chairman.

Chairman Murphy: Hello. Sorry, wait a minute. Hold on.

Mr. Mayland: Sorry, the motion's modifications – they're actually DATED APRIL 3rd, not March 28th. Sorry, I think that was – I think it was an older version. So it was our mistake. But April 3rd is we distributed today.

Commissioner Hart: Oh, I didn't intentionally change it, but –

Mr. Mayland: So if we can just correct that.

Commissioner Hart: If that date is incorrect – the April 3rd motion for waivers and modifications is attached to the text of my motion and if the date should be April 3rd rather than March 28th that – yes that's correct.

Chairman Murphy: Okay, Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. Commissioner Hart referenced specific, I think, staff comments related to this deletion of Development Condition 60. Staff comments? Are there specific written comments somewhere with regard to this particular deletion proposal? You referenced some staff – I believe you referenced some staff comments or something text with regard to the issue of deleting Development Condition 60.

Mr. Mayland: Condition Number 60 was a recent addition that was just distributed on March 28th.

Commissioner Sargeant: In his comments, he talked about – I think you referenced particular text or something related to deletion of Development Condition 60. Maybe it was extemporaneous.

Commissioner Hart: Is that a question for me?

Commissioner Sargeant: Yes.

Commissioner Hart: Mr. Chairman, if I could answer his question.

Chairman Murphy: Please.

Commissioner Hart: The staff reports and subsequent memoranda I'm referring to are the – the – we got staff reports at the beginning. We got an addendum. We've gotten many, many memoranda from staff. It's not – it's – it meets the applicable legal criteria, subject to this package – except for Development Condition 60 as staff has articulated. The staff reports are not about Development Condition 60. The staff reports are about the applicable criteria.

Commissioner Sargeant: That's fine. I wanted to clarify that because I wanted to make sure there was not something other, text-wise, that was not related to the deletion of this that we had not seen yet. So you saying there's nothing else relating to that text regarding the deletion? If it was, I just wanted it included in the record so we all had it to look at. But if there's nothing specific to text relating to the development – deletion of Development – that's fine.

Commissioner Hart: There's nothing that's not attorney/client privilege that we can – I mean, we can't put in memoranda from counsel so it is what it is.

Commissioner Sargeant: All right, thank you. Mr. Chairman, just real quickly – I think – I certainly appreciate the comments we've heard and the initiatives regarding this motion. I think speaking to Commissioner Hart's and even Commissioner Migliaccio's comments about this being a regional and Countywide issue – I agree very much with that. And I think that's one of the challenges we have here with the issues related to the current – the current application with regard to the specificity and the certainty of the development conditions. That won't change moving it to the Board. However, with that comment, we can only hope that that will improve.

Chairman Murphy: Is there further discussion of the motion? All those in –

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: I didn't speak to it. I wanted to address one point that I didn't mention previously. With respect to Commissioner Lawrence's points – and I believe I had tried to incorporate in A and D the points that he had raised – specifically with reference to the structural stability of the pile and the berm. I believe that staff's conclusion, as supported by the applicant's technical submissions, confirm that the pile as a whole is more stable with the berm than without – and that the berm will be subject to rigorous and subsequent reviews by the Geotechnical Review Board, by the Department of Public Works and Environmental Services, and the Department of Environmental Quality. We're not really capable of – I'm not capable of doing a technical analysis of that sort of thing from a structural engineering standpoint. But I am satisfied that with the regulations that we have, this is going to be reviewed by multiple agencies who know what they're doing in a very rigorous way. But I will also call that out as an issue for the Board for further clarification, which I think would help reassure the citizens on that point. I've commented on the rest of it. I think it is more responsible for us to send a recommendation to the Board, seeing it the way it is and making these suggestions.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Flanagan? I mean Mr. Lawrence.

Commissioner Lawrence: A brief reply. I thank you Commissioner Hart for including that. I was not as concerned with the berm, which was designed with a fudge-factor of two and I think is probably going to hold up, as I was with the porosity of the pile. So that when I talk about settlement, what I'm talking about is it yielding under the weight of these concrete pads after some period of time when the wind loading has been at work being transmitted through the thing. Maybe I didn't make myself clear, but that's what I had in mind. I wasn't talking about berm failure.

Commissioner Sargeant: It – Mr. Chairman, if I may respond to that – the D is directed to the structures on the top – not the berm. I mean it may look at something with the berm also, but the point of D is dealing with the structural integrity and stability of the solar panels or other structures installed on the top. And that's what the Board can look at.

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able to support the motion, primarily because I think just from a political point-of-view – I think it's better always to move denial. I would've supported the considerations that Commissioner Hart brings up if they in amendment to my motion to deny. I think it's a stronger recommendation from the Planning Commission to the Board of Supervisors if it's a motion to deny with the investigation with all the subjects that he listed for his motion to approve. I wouldn't have had any objection if had amended my motion to attach them as considerations that he thought were worthwhile investigating after it gets over to

the Board of Supervisors. So I – I'm just – so I'm – as it is right now without that consideration, I'm going to have to continue to object to the motion.

Chairman Murphy: Further discussion? All those in favor of the –

Mr. Mayland: Mr. Chairman? I'm sorry.

Chairman Murphy: I'm sorry.

Mr. Mayland: We were unclear if there was a second to Mr. Hart's motion.

Chairman Murphy: Yes, seconded by Mr. Migliaccio.

Commissioner Migliaccio: I seconded it.

Mr. Mayland: Okay, thank you very much.

Chairman Murphy: Keep up straight over there, you know? Please. All right, all those in favor of the motion to recommend to the Board of Supervisors that they approve SEA 80-L/V-061-02 and 2232-V13-18, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?
Commissioners: No.

Chairman Murphy: Motion carries. I believe we have the same division unless anyone changed his or her mind so it's approved 6 to 4. Mr. Flanagan. It's your turn.

Commissioner Flanagan: And that's again. Yes, thank you. Yes, Mr. Chairman, I also have a follow-on motion. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 DOES NOT SATISFY THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA* AS AMENDED AND IS NOT SUBSTANTIALLY IN ACCORD WITH THE COMPREHENSIVE PLAN. AND I ALSO MOVE THAT THE PLANNING COMMISSION DENY PCA 2000-MV-034.

Commissioner Sargeant: Second.

Commissioner Flanagan: Do I have a second? Did I get a second?

Chairman Murphy: Yes, hold on just a minute. You were going on 2232-V –

Commissioner Flanagan: This is the PCA motion.

Chairman Murphy: Okay – 2000-MV-034.

Commissioner Flanagan: Yes.

Chairman Murphy: Okay, all right. I'm sorry. Okay, and the 2232-V13-17.

Commissioner Flanagan: That's right.

Chairman Murphy: Okay, all those in favor – seconded by –

Commissioner Flanagan: Mr. –

Commissioner Migliaccio: Mr. Sargeant.

Chairman Murphy: Mr. Sargeant, okay. All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: Nay.

Chairman Murphy: Same division? The motion failed 6 to 4. Mr. Hart, your turn.

Commissioner Hart: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION FIND THAT THE SOLAR ELECTRICAL GENERATING FACILITY PROPOSED UNDER 2232-V13-17 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED, AND IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PROFFERED CONDITION AMENDMENT PCA 2000-MV-034, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED FEBRUARY 10, 2014 AND CONTAINED IN APPENDIX 1 OF THE STAFF REPORT. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF PARAGRAPH 11 OF SECTION 11-102 OF THE ZONING ORDINANCE FOR A DUSTLESS SURFACE TO THAT SHOWN ON THE GENERALIZED DEVELOPMENT PLAN. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL TO PERMIT OFF-SITE VEHICULAR PARKING FOR THE OBSERVATION POINT FOR SPECIAL EXCEPTION

AMENDMENT SEA 80-L/V-061-02, PURSUANT TO SECTION 11-102 OF THE ZONING ORDINANCE.

Commissioner Migliaccio: Second.

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

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: I'm not going to be able support the motion here because what this motion does is effectively – it takes away the one recycling piece of land that we have in Fairfax County. And I don't have any I – to my knowledge, there isn't an alternate site for recycling other than this particular site. So I think it violates the County's policy of encouraging recycling by taking away the one site that is now planned for recycling. I just – it just seems like we're going totally against our – the Policy Plan. I just – I can't believe that the Planning Commission is not going to support the Policy Plan.

Chairman Murphy: Okay, further discussion? Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. I think one of the things to which Commissioner Hart is referencing is the opportunity to help further spark the recycling component of construction debris industry. And you had that opportunity there to keep not only the business of traditional construction debris going forward for a number of years, but also to help further serve as a catalyst to get the recycling of construction debris as well. Certainly, the option of solar panels in this area – it's nine acres. It sounds fun and it would be fine – except that you could move those solar panels elsewhere and still continue with your recycling and address the traffic issues that are associated with that. So you had some opportunities, which – to Commissioner Flanagan's point – will probably be lost in the future. Thank you.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2000-MV-034 and 2232-V13-17, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners: No.

Chairman Murphy: Motion carries – same division. Did anyone switch? Okay, motion carries. Thank you very much – 6-4.

Commissioner Hart: Mr. Chairman, one more.

Chairman Murphy: Is that it? Mr. Hart.

Commissioner Hart: Yes, I got one more.

Chairman Murphy: Okay.

Commissioner Hart: Unless Earl's got something.

Chairman Murphy: You got another one?

Commissioner Flanagan: No.

Chairman Murphy: Did you run out?

Commissioner Hart: Okay, thank you. I've got one more. Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT DIRECT DEPARTMENT OF PLANNING AND ZONING STAFF – IN CONSULTATION WITH THE PLANNING COMMISSION, PARK AUTHORITY AND OFFICE OF THE COUNTY ATTORNEY, AS APPROPRIATE – TO EVALUATE AND REPORT BACK TO THE BOARD, WITH APPROPRIATE RECOMMENDATIONS ON THE FOLLOWING TOPICS, WITHIN 18 MONTHS:

- A) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED, SO AS TO BETTER INTEGRATE, INTO THE COUNTY'S LAND USE DECISION MAKING PROCESS, THE PARK AUTHORITY'S DECISIONS ON ACCEPTANCE OF DEDICATION, OR RESPONSIBILITY FOR MAINTENANCE OR LIABILITY, PRIOR TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

- B) IN LAND USE APPLICATIONS INVOLVING THE CREATION OF A PUBLIC PARK, INCLUDING INNOVATIVE OR UNCONVENTIONAL LOCATIONS FOR PARK FACILITIES, SHOULD ADDITIONAL PROCEDURES OR PROTOCOLS BE IMPLEMENTED SO AS TO ENSURE THE OFFICE OF THE COUNTY ATTORNEY HAS AN APPROPRIATE OPPORTUNITY TO REVIEW PROPOSED LANGUAGE OF ANY DEVELOPMENT CONDITIONS OR PROFFERS, SPECIFICALLY INCLUDING PROVISIONS FOR CONVEYANCE, ACCEPTANCE, OR DEDICATION OF LAND OR ASSOCIATED RESPONSIBILITY FOR MAINTENANCE OR LIABILITY AND ANY CONDITIONS PRECEDENT, PRIOR

TO ACTION BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS?

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion?

Commissioner Sargeant: Mr. Chairman?

Commissioner de la Fe: Mr. Chairman?

Chairman Murphy: Mr. Sargeant, then Mr. de la Fe.

Commissioner Sargeant: If I could make a friendly amendment, just to add the words RECREATION FACILITIES as well – park and recreation.

Commissioner Hart: Where is that?

Commissioner Sargeant: You don't have it. That's why I would like to suggest putting it under – perhaps the second line, "Unconventional–" – in somewhere in here, I think you need to reference park and recreation facilities. That's what we've been working on for a number of months now.

Commissioner Hart: If staff is okay with adding that – FOLLOWING PARK FACILITIES IN THE SECOND LINE OF A AND THE LINE OF B – Mr. Mayland. If staff's okay with that –

Chairman Murphy: You okay?

Mr. Mayland: No issue.

Commissioner Hart: Then I'm okay with that.

Chairman Murphy: All right. Further discussion?

Commissioner de la Fe: Yes.

Commissioner Flanagan: Yes.

Chairman Murphy: I'm sorry, Mr. de la Fe. And then Mr. Flanagan.

Commissioner de la Fe: I respect Commissioner Hart's intent with this. But frankly, what he is recommending be studied is what I as a district Planning Commissioner assume happens in any case. So I just think that we are reacting as government often does to study something that should

not happen because it happened once and it will happen again – and whether we studied it to death or not. I just think we are reacting to one particular case and we probably will create another myriad of procedures that will fail once again and then we'll study it again. So I think we're just doing what government always does and that is react to a failure by creating a commission that will create procedures. Sorry, I'm – worked for the government for 45 years and that's what happens.

Chairman Murphy: I was going to say your government's showing.

Commissioner de la Fe: I know. I mean it's absurd. This should be happening and it's up to the local Planning Commissioner to make sure that it happens. And attorney's change, Park Authority Boards change, Board of Supervisors change, and Planning Commissioners change. And frankly, that's probably what happened here. And I – I don't agree that it was the Planning – the Park Authority's fault that this failed.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Yes, Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. I too think this is a – sort of a feel good sort of a proposal here. I suppose it doesn't hurt. It doesn't do any harm, but I don't think we should be raising expectations. I would much prefer the previous suggestion about the covenant with the land. I think things of that sort are a much better way of gaining the ends that we're trying to achieve here. If there had been something of this sort done at the time that we had the agreement back in 2006, I think we wouldn't be in this pickle right now in my opinion. So and – I don't think this is – I don't disagree with Mr. – Commissioner Hart on this. This was a suggestion that came up in the – the idea of a covenant – using a covenant is a subject that came up in the group that studied it after the public hearing at the request of Chairman Bulova. In fact, I was the one who put it on the table at the group meeting. And it's – it was something that you can ask for and that the applicant could – this was voluntary. This was something that he – it wasn't required of him. It's something you can always bring up. And if the applicant is willing to do so, why you're that much ahead. So I – that was the only way the covenant got in there to begin with – because the applicant proposed putting it in there. So I don't understand why we're concerned about this covenant issue.

Chairman Murphy: Ms. Hedetniemi.

Commissioner Hedetniemi: At the risk of going on too long on this subject, I also was a fed. And I know that sometimes we tend to try to correct by adding more corrections and by becoming more involved. I would suggest possibly that the impact of this whole activity has been – has been noted and has been sufficiently concerning to a number of people that maybe we don't need

to have a regulation – a motion, in effect, to accomplish what Commissioner Hart has raised as something that we need to be conscious of. And we just keep it in mind and make sure that we don't over-extend ourselves beyond what could have been a good process initially.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Sargeant: Probably – this mission is fine. It – to your point, it won't solve a great deal. It will focus on one component of what was a far more complex mismatch of timing and everything else. So I think, probably, a broader review would appropriate, but this is a fine start.

Chairman Murphy: Further discussion? All those in favor of the motion, as articulated by Mr. Hart –

Commissioner Hart: If I could –

Chairman Murphy: Almost articulated by Mr. Hart.

Commissioner Hart: To Commissioner de la Fe's point, I wasn't meaning to blame to Park Authority necessarily. I don't know where this went off the rails. I just know that it did. And thought it would reasonable –

Commissioner de la Fe: You made it very clear in your statement that it was the Park Authority. You did. It's in the record.

Commissioner Hart: Everything I said – the Park Authority at the time of the approval, I thought, was on – and I thought all four of us thought that. Maybe everybody did – that the Park Authority was on board. We would never have done this if they were not going to do it after the fact this went wrong. We ought not be voting on things if their decision is subject to something else happening later. The Park Authority does an amazing job. They are the stewards of – they're perhaps the biggest landowner in the County. They're the stewards of many, many properties. And it may have been a reasonable decision in this instance –

Commissioner de la Fe: It was a different Park Authority Board.

Commissioner Hart: -to take a property that doesn't have – that it was an old landfill that maybe had liability. My problem is the process didn't work because we got left high and dry after the fact. Anyway, I don't mean to pass the blame on the Park Authority and I'm trying to make that clear.

Commissioner Migliaccio: Mr. Chairman?

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Mr. Hart, I know you were trying to end on a high note, as was everyone in here.

Commissioner Hart: I was. I thought – maybe in the middle.

Commissioner Migliaccio: Perhaps just withdrawing your motion and packing it up and let's go home.

Commissioner Hart: Let's see what happens.

Chairman Murphy: All those in favor of the motion as – I'm not going to ask if there's any more discussion, I guarantee you – all those in favor of the motion, as articulated by Mr. Hart, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Migliaccio: No.

Commissioner de la Fe: I abstain.

Chairman Murphy: Okay, the motion carries. Mr. Migliaccio votes no. Mr. de la Fe abstains.

Commissioner Flanagan: Mr. Flanagan votes no.

Chairman Murphy: And Mr. Flanagan votes no.

Chairman Murphy: Okay. Just a couple words, if I may. As Chairman of the Planning Commission, it is my honor when there are an even number of Commissioners to be the swing vote. I did that for many reasons. Mathematically, if I didn't swing the way I swung, the motion would have failed anyway and we would be stuck with a hung jury at 5 to 5 because there are only 5 – 10 Commissioners present tonight. But I didn't really do – and I thought that would send a bad motion – message to the Board because I don't think anyone here would have been willing to change the numbers. And we could have been here until 3:15 Sunday night trying to figure out how we were going to get a 6 to 5 vote. Also, I am not in favor of sending to the Board of Supervisors, no matter how awesome the task, a recommendation without a recommendation. We don't do that. But I look at it more as a challenge to both the citizens and Mr. McDermott and the applicant. This is not a free pass for the applicant. And it's not a free pass for the citizens either. I don't know what the Board is going to do, but if you want the best deal possible – if the

Board approves this – it is your time, both of you, to stop spinning your ties, work together, and come up with a meaningful compromise to present to the Board of Supervisors that they can act on with credibility and with what's best for Lorton and this County. Because I agree, this is not an MV application or an SP or a LE. It is a countywide application. It just happens to be in the Mount Vernon District. And I can remember back when – when I first started on the Planning Commission – and citizens from this area where you live now came to Elaine McConnell and me and said we're tired of living in an area that's known for a dump and a prison. What can you do about it? And lo and behold, Till Hazel came and said, "Let's do Crosspointe and I'll throw in a school." And that was really the first magnificent residential development Lorton had seen for years and years and years. And that kicked off, I believe, the residential development in that area of the County and what's gone on ever since. And I know their issues with what's going on with the dump and what's going on with this and that and the other thing on that parcel of land. But this is a time to work together. I want to thank Mr. Flanagan. He has done job at the tiller – sailing this ship again with some – on some rocky waters along with Mr. Sargeant and those other folks that served on the committee. I want to thank the staff, the backup singers who we didn't hear from this evening. And also, in particular, Mr. Mayland and Ms. Tsai. They have been tethered to bucking broncos for a long time and the ride ain't over yet. Because as this goes to the Board, and I think they're bringing some messages with them as to how not only the citizens but how the Planning Commission feels, that will be articulated when the Board of Supervisors gets together and find – find and determines what to do with this application – Mr. Flanagan.

Commissioner Flanagan: Thank you for allowing me to – to take the opportunity to thank the President of the South County Federation, the Vice President of the South County Federation, and the Chairman of the Land Use Committee who have come out this evening not to testify, but just to be sure that they fully understand the discussion that we have just now had. And so I really do thank them for being here this evening. That's Mr. – it's the three of those gentleman sitting back there.

Chairman Murphy: Thank you guys.

Commissioners: Yes, thank you for coming.

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(The first motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The second motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The third motion failed to pass by a vote of 4-6. Commissioners Hart, Hedetniemi, Hurley, Migliaccio, Murphy, and Ulfelder voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The fourth motion carried by a vote of 6-4. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant voted in opposition. Commissioners Hall and Litzenberger were absent from the meeting.)

(The fifth motion carried by a vote of 7-2-1. Commissioners Flanagan and Migliaccio voted in opposition. Commissioner de la Fe abstained. Commissioners Hall and Litzenberger were absent from the meeting.)

JLC