FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 18, 2014

AGENDA

9:30	**Done**	Presentations
10:30	**Board received report; referred it to staff, scheduled certain items for Environmental Committee**	Presentation of the Environmental Quality Advisory Council (EQAC) Annual Report
10:45	**Done**	Board Appointments
10:55	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Supplemental Appropriation Resolution AS 15147 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency
2	**Approved**	Additional Time to Commence Construction for Special Exception SE 2010-LE-017, WMATA Bus Facility (Lee District)
3	**Approved**	Streets into the Secondary System (Hunter Mill, Lee, Providence and Sully Districts)
4	**Approved**	Authorization to Advertise a Public Hearing to Convey Board-Owned Property off Floyd Avenue (Lee District)
5	**Approved**	Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Sully District)
6	**Approved**	Authorization to Advertise a Public Hearing to Lease Board-Owned Property at 12000 Government Center Parkway to Fairfax 2015, Inc. (Braddock District)
7	**Approved**	Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from the U.S. Department of Homeland Security Grant for the Assistance to Firefighters Grant (AFG)
	ACTION ITEMS	
1	**Approved**	Adoption of a Resolution Approving the Issuance by Industrial Development Authority of Health Care Revenue Bonds (Inova Health System Project)

FAIRFAX COUNTY
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	ACTION ITEMS (Continued)	
2	**Approved**	Approval of a Memorandum of Understanding with the Town of Clifton, Virginia (the Town) for Fairfax County to Operate a Virginia Stormwater Management Program for the Town
3	**Approved**	Approval of a Representative to the Joint Chesapeake Bay Total Maximum Daily Load Action Plan and Advisory Committee with the Town of Herndon and the Town of Vienna for Fairfax County, Virginia
4	**Approved**	Approval of the Disclosure Agreement Related to the Issuance of Refunding Revenue Bonds, Series of 2014, by the Upper Occoquan Sewage Authority (Sully District)
5	**Approved**	Approval to License Board-Owned Property at 6800-A Industrial Drive to Fairfax 2015, Inc. (Mason District)
6	**Approved**	Approval of a Resolution Allocating FY 2016 Revenue Sharing Funds to Fund the Rolling Road Widening Project from Old Keene Mill Road and Ending at the Intersection of Franconia Springfield Parkway and Fairfax County Parkway
7	**Approved**	Approval of a Project Funding Agreement with the Metropolitan Washington Airports Authority for the Design and Construction of the Town Center Parkway Underpass Rail Support Structure Project (Hunter Mill District)
	INFORMATION ITEMS	
1	**Noted**	Recognition of Comprehensive Annual Financial Reports and the Annual Budget by the Government Finance Officers Association; Performance Measurement Program by the International City/County Management Association; and Investment Policy by the Association of Public Treasurers
2	**Noted**	Contract Award – Groundwater Planning, Remediation, and Sampling Consulting
11:05	**Done**	Matters Presented by Board Members
12:00	**Done**	Closed Session

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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PUBLIC HEARINGS

3:00	**Approved**	Public Hearing to Receive Comment from Citizens on the Proposed Legislative Program to be Presented to the 2015 Virginia General Assembly
3:00	**Approved**	Public Hearing on RZ 2014-PR-006 (Trustees of First Baptist Church of Merrifield)(Providence District)
3:00	**Deferred to 12/2/14 at 3:00 p.m.**	Public Hearing on RZ 2014-MA-003 (Markham Place LLC)(Mason District)
3:00	**Deferred Decision Only to 12/2/14 at 4:00 p.m.**	Public Hearing on RZ 2014-BR-007 (NVR, Inc.) (Braddock District)
3:00	**Approved**	Public Hearing on a Proposed Ordinance to Approve a Regional Joint Action Agreement for the Northern Virginia Long-Term Care Ombudsman Program
3:00	**Approved**	Public Hearing on RZ 2013-PR-009 (Tysons Westpark, L.C.) (Providence District)
3:30	**Deferred to 12/2/14 at 3:00 p.m.**	Public Hearing on SE 2014-SU-016 (Mai-Huong Thi Nguyen / Helen Home Daycare L.L.C.) (Sully District)
3:30	**Deferred to 12/2/14 at 4:00 p.m.**	Public Hearing on RZ 2014-PR-004 (Amherst Property LLC)(Providence District)
3:30	**Deferred to 12/2/14 at 4:00 p.m.**	Public Hearing on PCA 88-D-005-08 (Amherst Property LLC) (Providence District)
3:30	**Approved**	Public Hearing on SE 2014-MV-028 (Ejigayeha Ayalew - JC'S Child Care) (Mount Vernon District)
3:30	**Withdrawn**	Public Hearing on SE 2014-MV-029 (Negat H. Iehdego/ Negat's Home Child Care (Mount Vernon District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment 2014-I-A1 (Braddock District)
4:00	**Approved**	Public Hearing on Proposed Amendments to the Code, Chapter 84.1, Public Transportation, Regarding Taxicab Rates and Penalties for Operating an Uncertificated Taxicab
4:00	**Approved**	Public Hearing on the Issuance of a County Revenue Bond to Finance Silver Line Parking Garages Through the Fairfax County Economic Development Authority

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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PUBLIC HEARINGS
(Continued)

4:00	**Approved**	Public Hearing on RZ 2014-SP-005 (Christopher Land, LLC.) (Springfield District)
4:30	**Deferred to 12/2/14 at 3:00 p.m.**	Public Hearing on SE 2014-SU-044 (Gita D. Kumar / Peek A Boo Child Care Inc.) (Sully District)
4:30	**Indefinitely Deferred**	Public Hearing on SE 2014-SU-042 (Montessori Mansion / Naima Qadir Dar) (Sully District)
4:30	**Deferred to 12/2/14 at 3:30 p.m.**	Public Hearing on SE 2014-SU-031 (Mary Gray / Elf Exploring, Learning & Fun (Sully District)
5:00	**Approved**	Public Hearing on SEA 94-M-047-02 (Home Depot U.S.A., Inc.) (Mason District)
5:00	**Deferred to 1/13/15 at 3:00 p.m.**	Public Hearing to Amend the Deed of Lease with McLean Youth Athletics of Board-Owned Property at 1311 Spring Hill Road (Holladay Field)(Dranesville District)
5:00	**Approved**	Public Hearing to Establish the Old Columbia Pike Community Parking District (Mason District)
5:00	**Approved**	Public Hearing on Proposed Amendment to The Code of the County of Fairfax, Virginia, to Add a New Chapter, Chapter 125 (Resident Curator Program Ordinance)
5:30	**Approved**	Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 Relating to Election Precincts and Polling Places
5:30	**Approved**	Public Hearing on RZ 2014-PR-013 (Tysons West Assemblage, LLC.) (Providence District)
5:30	**Approved**	Public Hearing on SE 2014-PR-040 (Tysons West Assemblage, LLC.) (Providence District)
5:30	**Deferred to 12/2/14 at 3:00 p.m.**	Public Hearing on PCA 88-S-022 (Union Mill Associates Limited Partnership) (Sully District)

R E V I S E D

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
November 18, 2014

9:30 a.m.

PRESENTATIONS

PRESENTATION to Fairfax County of the Re-certification for the Certified Crime Prevention Community by the Virginia Department of Criminal Justice Services.

SPORTS/SCHOOLS

- RESOLUTION – To recognize the Chantilly High School Drumline for its accomplishment at the Winter Guard International Championships in Dayton, Ohio. Requested by Supervisors Herrity and Frey.

RECOGNITIONS

- RESOLUTION – To recognize the McLean Citizens Association for its 100th anniversary. Requested by Chairman Bulova and Supervisor Foust.

- CERTIFICATE – To recognize the Arts Council of Fairfax County 2014 honorees for their contributions to the community. Requested by Supervisor Hudgins.

— more —

Board Agenda Item
November 18, 2014

DESIGNATIONS

- PROCLAMATION – To designate December 1, 2014, as HIV/AIDS Awareness Day in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate November 2014 as Pancreatic Cancer Awareness Month in Fairfax County. Requested by Supervisor Gross.

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

Board Agenda Item
November 18, 2014

10:30 a.m.

Presentation of the Environmental Quality Advisory Council (EQAC) Annual Report

ENCLOSED DOCUMENTS:
None. Environmental Quality Advisory Council Annual Report distributed under separate cover.

PRESENTED BY:
Larry Zaragoza, Vice Chairman of EQAC, Mount Vernon District representative

Board Agenda Item
November 18, 2014

10:45 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard November 18, 2014
(An updated list will be distributed at the Board meeting.)
Attachment 2: Résumé of Nominee to Fairfax-Falls Church Community Services Board

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

FINAL COPY

APPOINTMENTS TO BE HEARD NOVEMBER 18, 2014

(ENCOMPASSING VACANCIES PROJECTED THROUGH DECEMBER 31, 2014)

(Unless otherwise noted, members are eligible for reappointment)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kelsey M. Phipps; appointed 2/11-9/12 by McKay) Term exp. 9/16 *Resigned*	Lee District Representative		McKay	Lee

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Frieda A. Tatem (Appointed 10/93-10/96 by Davis; 9/99-10/02 by Hanley; 10/05-10/08 by Connolly; 11/11 by Bulova) Term exp. 10/14	At-Large #1 Representative		By Any Supervisor	At-Large

ARCHITECTURAL REVIEW BOARD (3 years)

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

Incumbent History	Requirement	Nominee	Supervisor	District
Michele C. Aubry (Appointed 10/09-10/11 by Hyland) Term exp. 9/14	Archaeologist Representative	**Michele C. Aubry** (Hyland)	By Any Supervisor	At-Large

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
VACANT (Formerly held by Michael Rodgers; appointed 5/09-4/13 by McKay) Term exp. 4/15 *Resigned*	Lee District Principal Representative	**Lisa MicKey**	McKay	Lee

CONFIRMATIONS NEEDED:

- Ms. Barbara Glakas as the Town of Herndon Principal Representative
- Mr. Daniel Alvarado as the Town of Herndon Alternate Representative

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Glenda DeVinney (Appointed 5/12-6/13 by McKay) Term exp. 6/14	Lee District Representative		McKay	Lee

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
Thomas Parr (Appointed 12/04-12/04 by Connolly; 12/12 by Bulova) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
Arthur S. Nachman (Appointed 6/14 by Foust) Term exp. 12/14	Professional #2 Representative	**Arthur S. Nachman** (Foust)	By Any Supervisor	At-Large
Noelle M. Holmes (Appointed 5/06-12/08 by Connolly; 12/10-12/12 by Smyth) Term exp. 12/14	Professional #4 Representative	**Noelle M. Holmes** (Smyth)	By Any Supervisor	At-Large
M. Yvonne Demory (Appointed 1/07-1/13 by Hudgins) Term exp. 12/14	Professional #5 Representative	**M. Yvonne Demory** (Hudgins)	By Any Supervisor	At-Large
Patricia Flavin(Rehill) (Appointed 12/10-3/13 by Hyland) Term exp. 12/14 *Resignation eff. 12/14*	Professional #6 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 Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 *Resigned*	Lee District Representative		McKay	Lee
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
VACANT (Formerly held by Adeel Mufti; appointed 7/06-5/12 by Hudgins) Term exp. 5/14 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Copeland (Appointed 9/04-12/12 by Hudgins) Term exp. 12/14	At-Large #2 Representative	**Ronald Copeland** (Hudgins)	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Nancy Krakover; appointed 11/09-10/12 by Cook) Term exp. 10/15 *Resigned*	Braddock District Representative		Cook	Braddock

CONFIRMATION NEEDED:

- Ms. Laura Sizemore as the Student Representative

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
VACANT (Formerly held by Carmen A. Cintron; appointed 2/13 by Hyland) Term exp. 1/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

CONSUMER PROTECTION COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael J. Roark (Appointed 1/08-10/11 by Hyland) Term exp. 7/14	Fairfax County Resident #2 Representative	**Michael J. Roark** (Hyland)	By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Frank McDermott (Appointed 6/09-12/11 by Bulova) Term exp. 12/14	At-Large #4 Chairman's Land Use Representative		Bulova	At-Large Chairman's
Peter G. Hartmann (Appointed 2/09-12/11 by Bulova) Term exp. 12/14	At-Large Chairman's #1 Representative	**Peter Hartmann**	Bulova	At-Large Chairman's
Denton Kent (Appointed 2/09-12/11 by Bulova) Term exp. 12/14	At-Large Chairman's #2 Representative		Bulova	At-Large Chairman's
Mohammad S. Sheikh (Appointed 3/09-12/11 by Bulova) Term exp. 12/14	At-Large Chairman's #3 Representative	**Mohammad S. Sheikh**	Bulova	At-Large Chairman's
Taylor Chess (Appointed 1/12 by Cook) Term exp. 12/14	Braddock District Representative	**Taylor Chess**	Cook	Braddock
Marcus B. Simon (Appointed 7/12 by Foust) Term exp. 12/14	Dranesville District Representative	**Marcus B. Simon**	Foust	Dranesville
Mark Silverwood (Appointed 1/09-12/11 by Hudgins) Term exp. 12/14	Hunter Mill District Representative	**Mark Silverwood**	Hudgins	Hunter Mill
Suzette Kern (Appointed 1/09-12/11 by McKay) Term exp. 12/14 *Resignation eff. 12/14*	Lee District Representative		McKay	Lee

Continued on next page

ECONOMIC ADVISORY COMMISSION (3 years) continued

Incumbent History	Requirement	Nominee	Supervisor	District
Alfred Thieme, Jr. (Appointed 1/09-12/11 by Gross) Term exp. 12/14	Mason District Representative		Gross	Mason
Stephen Keat (Appointed 9/12 by Hyland) Term exp. 12/14	Mount Vernon District Representative	**Stephen Keat**	Hyland	Mount Vernon
John Harrison (Appointed 2/09-12/11 by Smyth) Term exp. 12/14	Providence District Representative	**John Harrison**	Smyth	Providence
Brian Schoeneman (Appointed 12/11 by Herrity) Term exp. 12/14	Springfield District Representative	**Brian Schoeneman**	Herrity	Springfield
John H. Thillmann (Appointed 1/09-12/11 by Frey) Term exp. 12/14	Sully District Representative		Frey	Sully

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Michael R. Sanio; appointed 1/13 by Hudgins) Term exp. 1/15 *Resigned*	Hunter Mill District Representative	**Kenneth J. Lanfear**	Hudgins	Hunter Mill

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 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
Timothy Lavelle (Appointed 4/09-11/11 by Bulova) Term exp. 11/14	At-Large #2 Business Community Representative		By Any Supervisor	At-Large
Leeann C. Alberts (Appointed 10/13 by Bulova) Term exp. 11/14	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Petra Osborne (Appointed 5/12 by Bulova) Term exp. 11/14	At-Large Fairfax County Representative		By Any Supervisor	At-Large
Linda Collins (Appointed 1/09 by Bulova; 12/11 by Cook) Term exp. 11/14	Braddock District Representative	**Linda Collins**	Cook	Braddock
VACANT (Formerly held by Richard Nilsen; appointed 6/13 by McKay) Term exp. 11/15 *Resigned*	Lee District Representative		McKay	Lee
Jacqueline Browne (Appointed 9/08-12/11 by Gross) Term exp. 11/14 ***Not eligible for reappointment***	Mason District Representative		Gross	Mason
VACANT (Formerly held by Ann Pimley; appointed 9/03-11/6 by Frey) Term exp. 11/09 *Resigned*	Sully District Representative		Frey	Sully

FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL
(2 years)

CONFIRMATIONS NEEDED:

- Ms. Julia Stephens as a Long Term Care Representative

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 ***Not eligible for reappointment*** (need 1 year lapse)	Hunter Mill District Representative		Hudgins	Hunter Mill

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3 years – limited to 3 full terms)
[NOTE: In accordance with *Virginia Code* Section 37.1-195, "**prior to making any appointment, the appointing authority shall disclose and make available to the public the names of those persons being considered for appointment**. The appointing authority shall also make information on the candidates available to the public, if such information is available to the appointing authority." Members can be reappointed after 3 years break from initial 3 full terms. VA Code 37.2-502.]

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly Lynn Miller; appointed 2/14 by Cook) Term exp. 6/15 *Resigned*	Braddock District Representative	**Molly Long** Résumé attached Attachment 2 *(Will be confirmed on December 2, 2014)*	Cook	Braddock

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
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

HISTORY COMMISSION (3 years)

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Irma Clifton; appointed *Mt. Vernon District Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large
Gretchen Bulova (Appointed 10/06-12/11 by Bulova) Term exp. 12/14 *Braddock District*	At-Large #4 Representative	**Gretchen Bulova** (Bulova)	By Any Supervisor	At-Large
Steve Sherman (Appointed 10/09-12/11 by McKay) Term exp. 12/14 *Lee District*	Citizen #9 Representative	**Steve Sherman** (McKay)	By Any Supervisor	At-Large
Esther McCullough (Appointed 3/00-11/02 by Hanley; 12/08-12/11 by Connolly) Term exp. 12/14 *Sully District*	Citizen #10 Representative		By Any Supervisor	At-Large
Page Shelp (Appointed 1/09-12/11 by Foust) Term exp. 12/14 *Dranesville District*	Historian #3 Representative	**Page Shelp** (Foust)	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
Colonel Marion "Barney" Barnwell (Appointed 4/03-7/10 by Hyland) Term exp. 7/14	Mount Vernon District #2 Representative	**Colonel Marion "Barney" Barnwell**	Hyland	Mount Vernon

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Steven Lam (Appointed 5/09-12/11 by Cook) Term exp. 12/14	Braddock District Representative	**Steven Lam**	Cook	Braddock
Susan Hoffman (Appointed 2/97-12/11 by Gross) Term exp. 12/14	Mason District Representative		Gross	Mason
Edward Blum (Appointed 2/97-9/01 by Connolly; 1/04-12/11 by Smyth) Term exp. 12/14	Providence District Representative	**Edward Blum**	Smyth	Providence
Walter Williams (Appointed 5/09-12/11 by Herrity) Term exp. 12/14	Springfield District Representative		Herrity	Springfield

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

LIBRARY BOARD
(4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kristin Cabral; appointed 7/09-7/13 by Foust) Term exp. 7/17 *Resigned*	Dranesville District Representative		Foust	Dranesville

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 Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 *Resigned*	Dranesville District Representative		Foust	Dranesville
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

PARK AUTHORITY (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Anthony J. Vellucci (Appointed 7/13 by Cook) Term exp. 12/14	Braddock District Representative	**Anthony Vellucci**	Cook	Braddock
Frank Vajda (Appointed 4/01-12/10 by Gross) Term exp. 12/14	Mason District Representative	**Frank Vajda**	Gross	Mason
Linwood M. Gorham (Appointed 2/11 by Hyland) Term exp. 12/14	Mount Vernon District Representative	**Linwood M. Gorham**	Hyland	Mount Vernon
Michael Thompson (Appointed 7/12 by Herrity) Term exp. 12/14	Springfield District Representative	**Michael Thompson**	Herrity	Springfield

PLANNING COMMISSION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Timothy J. Sargeant (Appointed 12/06 by Connolly;12/10 by Bulova) Term exp. 12/14	At-Large #2 Representative	**Timothy J. Sargeant** (Bulova)	By Any Supervisor	At-Large
Janet R. Hall (Appointed 11/94 by Trapnell; 11/02-12/10 by Gross) Term exp. 12/14	Mason District Representative		Gross	Mason
Peter F. Murphy (Appointed 12/82 by Travesky; 11/86-12/06 by McConnell; 12/10 by Herrity) Term exp. 12/14	Springfield District Representative	**Peter F. Murphy**	Herrity	Springfield

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Brendan Harold (Appointed 5/05-12/10 by Hyland) Term exp. 12/14	Citizen At-Large #2 Representative	**Brendan Harold** (Hyland)	By Any Supervisor	At-Large

ROAD VIEWERS BOARD (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Joseph Bunnell (appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
John W. Ewing (Appointed 2/01-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09-6/14 by Bulova) Term exp. 12/14	At-Large #2 Representative		By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 6/09-12/13 by McKay) Term exp. 12/14	At-Large #3 Representative	**Marcus Wadsworth** (McKay)	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
Micah D. Himmel (Appointed 12/11-12/13 by Smyth) Term exp. 12/14	At-Large #5 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Suchada Langley (Appointed 11/11-12/11 by Hudgins) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
Michael Doherty (Appointed 12/11 by Bulova) Term exp. 12/14	Braddock District Representative		Cook	Braddock
Koorosh C. Sobhani (Appointed 10/08-12/11 by Foust) Term exp. 12/14	Dranesville District Representative		Foust	Dranesville
Beatrice Malone (Appointed 11/05-12/11 by Hudgins) Term exp. 12/14	Hunter Mill District Representative	**Beatrice Malone**	Hudgins	Hunter Mill
Kelly Pride Hebron (Appointed 11/08-1/12 by McKay) Term exp. 12/14	Lee District Representative	**Kelly Pride Hebron**	McKay	Lee
Katy Fike (Appointed 10/00-12/08-12/11 by Hyland) Term exp. 12/14	Mount Vernon District Representative	**Katy Fike**	Hyland	Mount Vernon
VACANT (Formerly held by H. Lillian Vogl; appointed 1/13 by Smyth) Term exp. 12/14 *Resigned*	Providence District Representative	**Eva Freund**	Smyth	Providence
Gerarda Culipher (Appointed 2/12 by Herrity) Term exp. 12/14	Springfield District Representative		Herrity	Springfield

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Lilia Jimenez-Simhengalu; appointed 4/10-9/12 by Hudgins) Term exp. 3/14 *Resigned*	Fairfax County #3 Representative	**Darlena Ricks** (Hudgins)	By Any Supervisor	At-Large
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 *Resigned*	Fairfax County #5 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
VACANT (Formerly held by Evelyn McRae; appointed 6/98-8/01 by Hanley; 12/04-1/08 by Connolly; 4/11 by Bulova) Term exp. 1/14 *Resigned*	Tenant Member #2 Representative		By Any Supervisor	At-Large

Continued on next page

TENANT LANDLORD COMMISSION (3 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
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
Michal D. Himmel; appointed 6/13 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

TREE COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Lyle C. McLaren (Appointed 6/09-11/11 by Bulova) Term exp. 10/14	At-Large Chairman's Representative	**Lyle C. McLaren**	Bulova	At-Large Chairman's
Eleanor F. Quigley (appointed 3/00-10/11 by Hyland) Term exp. 10/14	Mount Vernon District Representative	**Eleanor F. Quigley**	Hyland	Mount Vernon

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
Julia Ellegood Pfaff (Appointed 9/10 by McKay) Term exp. 12/14	Lee District Representative	**Julia Ellegood Pfaff**	McKay	Lee
Gavin Carter (Appointed 1/13 by Hyland) Term exp. 12/14	Mount Vernon District Representative	**Gavin Carter**	Hyland	Mount Vernon

Molly Long (formerly Melvin)

·HEALTH POLICY SUBJECT MATTER EXPERT·
Expertise in research/analysis/development/legislation

PROFESSIONAL PROFILE
Passionate health policy expert with 10+ years of successful experience in researching, analyzing, developing, and evaluating public health policies. Proven breadth of knowledge on key issues impacting individuals who have mental illness, substance use disorders, and/or intellectual disability. Excellent communicator who facilitates and supports group discussion and collaboration.

PROFESSIONAL EXPERIENCE

Centers for Medicare & Medicaid Services (CMS), Washington, DC
Legislative analyst on low-income health benefit programs for largest US health financer.
Health Insurance Specialist **October 2007-December 2012**

- Known as key analyst for Executive Branch, and Congressional staff, on policies related to low-income populations including persons with aged, disabled, and mental related health conditions. This included policies related to Medicaid waivers, *Olmstead* enforcement, home and community-based services, therapeutic foster care, target case management, rehabilitative services, Intermediate Care Facilities for individuals with Mental Retardation, and Psychiatric Residential Treatment Facilities..

- Selected to participate in a US Health & Human Services Department multiagency Affordable Care Act working group on home-and community based services as a legislative expert and liaison to US Congressional authorizing committees.

- Cultivated, prepared, consulted and proposed Federal low-income legislative and administrative policies for five annual President's budget cycles and President Obama's 2011 Deficit Reduction Plan.

- Led and consulted on CMS' response to at least 5 high-profile, sensitive inquiries from the US Congress and interest groups including criminal background checks in nursing homes, payment error rates in Medicaid, Medicaid service regulations under moratoria, Freedom of Information Act requests on Medicare drug benefits, and Controlled Substances Act abuses.

AARP, Washington, DC
Developed and evaluated health policies for one of America's largest non-profit advocacy groups.
Interim Senior Project Manager **March 2007 to October 2007**
Project Manager **January 2005 to March 2007**
Policy Research Specialist **July 2002 to January 2005**

- Managed AARP's prescription drug affordability agenda with a $4 million budget across 18 different prescription drug affordability projects. Facilitated a quarterly reporting process producing quarterly reports for executive and upper management.

- Identified and analyzed prescription drug policies and market trends to inform the annual AARP strategic planning process. Planned and organized three strategic meetings a year to develop, discuss, and evaluate prescription drug affordability strategies. Briefed external organizations on the Association's strategic priorities for social change.

- Educated, oriented, and briefed the volunteer-based AARP Board of Directors and the AARP National Policy Council on the health and long-term care issues, particularly on state models for home-and community based services and health reform.

- Planned and coordinated four highly visible public forums and the association-wide annual policy solicitation process. Prepared issue briefs, policy proposals, and internal policy interpretations to advise and ensure policy integration for advocacy, programs, the annual public policy development cycle, and product development.

- Researched and prepared draft correspondence and publications for AARP members on a variety of health policy inquiries related to Medicare Part D, drug manufacturer discount cards, and public insurance program financing. (See Professional Publications.)

COMPLEMENTARY EXPERIENCE

University of New Hampshire International Research Opportunities Program, Durham, NH
Awarded funds to examine a sensitive health policy issue for the betterment of American society.
Independent Researcher/Grant Recipient **October 2000 to April 2002**

- Wrote a research grant proposal, received grant funds, and completed a 9-week research project in Madrid, Spain for a comparative analysis between the US and the Spanish organ donation and procurement systems.

- Selected to present findings at four professional conferences, most notably as one of 65 students nationwide to disseminate research findings at the Council of Undergraduate Research 2002 "Posters on the Hill Conference" and at the 2003 United Network of Organ Sharing Transplant Management Forum in New Orleans, LA. (See Professional Publications.)

EDUCATION & PROFESSIONAL DEVELOPMENT

Competent Communicator, Spring 2010
Toastmasters International

Master in Public Health, May 2007
The George Washington University, Washington, DC

Bachelor of Science in Health Management & Policy, May 2002
University of New Hampshire, Durham, New Hampshire

PROFESSIONAL PUBLICATIONS

Melvin, Molly E. *Organ Procurement and Allocation In International Perspective,* 2002 Proceedings of the National Conference on Undergraduate Research, University of North Carolina at Asheville.

Flowers, L, Cool, Ryan J, Melvin, Molly E. *2003 State Profiles: Reforming the Health Care System.* 12th Edition, AARP.

Gross, David J, AARP Public Policy Institute, Schondelmeyer, Stephen W, PRIME Institute, University of Minnesota, Raetzman, Susan O, AARP Public Policy Institute, and Melvin, Molly E, AARP Public Policy Institute. *Trends in Manufacturer List Prices of Generic Prescription Drugs Used by Older Americans—Second and Third Quarter 2004 Update*, February 2005.

Board Agenda Item
November 18, 2014

10:55 a.m.

Items Presented by the County Executive

Board Agenda Item
November 18, 2014

ADMINISTRATIVE – 1

Supplemental Appropriation Resolution AS 15147 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:
Board approval of Supplemental Appropriation Resolution AS 15147 in the amount of $12,271,466 for Fairfax County to accept Department of Homeland Security (DHS) FY 2014 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for the FY 2014 subgrant awards are retroactive from September 1, 2014 through December 31, 2015 or May 31, 2016, depending on the award. No Local Cash Match is required.

RECOMMENDATION:
The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 15147 in the amount of $12,271,466. These funds will be used by various County agencies to enhance security and overall preparedness by implementing the projects summarized in Attachment 1. All projects will be implemented in accordance with the program guidance documents. Funding will continue to support 5/5.0 FTE existing grant positions.

TIMING:
Board Approval is requested on November 18, 2014. It should be noted that final confirmation of all grant award notices from the grantor occurred in early October 2014. Therefore, this Board item is being presented at the earliest subsequent Board meeting scheduled for November 18, 2014.

BACKGROUND:
The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high

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

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

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

FISCAL IMPACT:
Grant funding in the amount of $12,271,466 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Office of Emergency Management, Police Department, Fire and Rescue Department, Health Department, Department of Information Technology and the Department of Public Safety Communications. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for Homeland Security grant awards received in FY 2015. Indirect costs are recoverable for some of these awards. No Local Cash Match is required.

CREATION OF NEW POSITIONS:
Grant funding will continue to support 5/5.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:
Attachment 1 – Grant Award Summary
Attachment 2 – Grant Award Documents
Attachment 3 – Supplemental Appropriation Resolution AS 15147

STAFF:
David Rohrer, Deputy County Executive
David McKernan, Coordinator, Office of Emergency Management
Richard Bowers, Chief, Fire and Rescue Department
Edwin C. Roessler Jr., Chief, Police Department
Wanda Gibson, Director, Department of Information Technology
Gloria Addo-Ayensu, Director, Health Department
Steve Souder, Director, Department of Public Safety Communications

	Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
	FY 2014 UASI AWARDS AND APPLICATIONS										
1	Radio Cache (VA Maintenance)	FY2014	123,027.00	Received	Continuation	Fire and Rescue Department	Wes Rogers	0.0 FTE	9/1/2014	5/31/2016	Providing ongoing logistical support to the National Capital Region radio cache housed in Fairfax County and to support training and exercise initiatives, or cache deployment for emergency responses and personnel.
2	Incident Management Team	FY2014	296,580.00	Received	Continuation	Fire and Rescue Department	Daryl Louder	0.0 FTE	9/1/2014	5/31/2016	Continued funding to ensure the NCR- Incident Management Team (NCR-IMT) receives adequate training and exercises to develop and maintain capability, capacity, and proficiency in all functional areas. The NCR-IMT is composed of 115 members from fire, emergency medical services (EMS), law enforcement, emergency management and public health agencies from the participating Council of Governments (COG) jurisdictions.
3	Intelligence Analysis (Fire)-VA	FY2014	236,193.00	Received	Continuation	Fire and Rescue Department	Capt. Jared Goff	1.0 FTE	9/1/2014	5/31/2016	Continued funding for a subject matter expert in fire and emergency medical services (EMS), to provide intelligence to regional agencies while assigned to the Northern Virginia Regional Intelligence Center. The Fire-EMS intelligence officer conducts research, provides outreach and collaborates with all Northern Virginia Fire-EMS Departments, state and local Fusion Centers and Federal partners.
4	NCR Web EOC (Maintenance and License for the NCR)	FY2014	157,500.00	Received	Continuation	Office of Emergency Management	Paul Lupe	0.0 FTE	9/1/2014	5/31/2016	Continued funding to further enhance the WebEOC system within the NCR area and increase the interoperability with local and Federal Partners; as well as to expand the common operating picture within the National Capital Region.
5	NIMS Compliance Officer	FY2014	117,685.00	Received	Continuation	Office of Emergency Management	Alfred Mullins	1.0 FTE	9/1/2014	12/31/2015	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management for a National Incident Management (NIMS) Compliance Coordinator whose purpose is to evaluate and implement the NIMS within all applicable County agencies and partners.
6	Exercise & Training Officer	FY2014	128,933.00	Received	Continuation	Office of Emergency Management	Laura Katzif	1.0 FTE	9/1/2014	12/31/2015	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management to support design, development and implementation of a county and regional Department of Homeland Security compliant training and exercise program.
7	Text Alert Notification System (Maintenance)	FY2014	2,362,500.00	Received	Continuation	Office of Emergency Management	Sulayman Brown	0.0 FTE	9/1/2014	5/31/2016	Payment of the yearly maintenance costs for the National Capital Region's Roam Secure alerting system, which includes EAN and Fairfax Alerts.
8	Volunteer & Citizen Corps Programs	FY2014	306,000.00	Received	Continuation	Office of Emergency Management	Dean Sherick	0.0 FTE	9/1/2014	5/31/2016	Continuation of efforts to recruit and retain affiliated volunteers in Fairfax County and to expand and integrate the local regional coordination mechanism and capacity to mobilize large numbers of volunteers (spontaneous and affiliated) for response to a catastrophic natural or terrorism event.
9	NCR Regional Planner	FY2014	114,672.00	Received	Continuation	Office of Emergency Management	Greg Zebrowski	1.0 FTE	9/1/2014	12/31/2015	Continued funding for a position and supporting equipment/supplies within OEM. The planner will participate in development of NCR regional planning products to correct gaps that have been identified through assessments such as EMAP, event/exercise after action reports and jurisdictional self-assessments. Planners will be involved in both local and regional planning projects on a constant basis.
10	Training and Exercises in Preparation for the World Police and Fire Games	FY2014	305,872.00	Received	New	Office of Emergency Management	Laura Katzif	0.0 FTE	9/1/2014	5/31/2016	Training for safety/security, comms, mass gatherings, transportation and volunteer management. Exercises will focus on validating the ongoing planning by the WPFG and regional planners. It will also focus on critical areas such as, but not limited to, the CONOPS and consequence management.

	Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
11	Intelligence Analysis (PD)-VA	FY2014	1,091,584.00	Received	Continuation	Police Department	Lt. Jim Hardy	0.0 FTE	9/1/2014	5/31/2016	Continued funding for contracted intelligence analysts who support the National Capital Region. These analysts complete detailed reports in a timely manner any time something occurs in the world that may have an impact on the region. This information is provided to our first responders to increase their ability to detect, deter, and disrupt such planning activity to prevent attack.
12	Mobile Automated Fingerprint Identification System (Maintenance)	FY2014	2,000,000.00	Received	Continuation	Police Department	Dave Russell	0.0 FTE	9/1/2014	5/31/2016	Continued funding for the National Capital Region's (NCR) automated fingerprint identification systems. The standard warranty contract to be developed will allow for uniform maintenance and conformity through the NCR.
13	Public Health Planning and MRC Program Sustainment	FY2014	90,000.00	Received	Continuation	Health Department	Marc Barbiere	1.0 FTE	9/1/2014	5/31/2016	Funding for one emergency planner to continue development, revision, and operationalization of agency Emergency Operations Plan and various supporting documents that guide the agency's response to public health emergencies.
14	CAD to CAD Maintenance	FY2014	961,000.00	Received	Continuation	Department of Information Technology	Greg Scott	0.0 FTE	9/1/2014	5/31/2016	Provides sustainment funding for seamless, real-time data interoperability between disparate CAD Systems in daily use by first responders in NOVA and paves the way for expansion into Maryland. It will fund: (1) infrastructure hosting services, core software refresh and 24x7 maintenance/operations spt.; (2) maintenance of CAD System vendor enhancements; (3) vendor enhancements/testing/integration spt.; (4) data mapping to universal CAD2CAD data types; (5) dev/testing; and (6) technical and project management resources to support day-to-day operations.
15	Interoperable Communications Infrastructure (ICI) (Sustainment)	FY2014	2,996,170.00	Received	Continuation	Department of Information Technology	Matt Dowd	0.0 FTE	9/1/2014	5/31/2016	Continued sustainment of the investments in the NCRNet, identity authentication services for regional applications, the regional colocation hosting facility, and the regional videoteleconferencing service. Services for technical, financial, and management functions supporting the NCR Interoperable Communications Infrastructure (ICI) for governance, operations, and other regional activities.
16	GIS Data Exchange and CAD2GIS Tool project	FY2014	550,000.00	Received	New (was previously part of FY2010)	Department of Information Technology	Michael Liddle	0.0 FTE	9/1/2014	5/31/2016	Provides project maintenance and support and will fund the expansion of the NCR GDX into additional jurisdictions, continued integration with IAMS, CAD-extracted event exchange (CAD2GIS, formerly INDEX) and CCTV.
17	NCR Regional NG9-1-1 Design Concepts, Network Analysis, and Requirements Definition	FY2014	433,750.00	Received	New	Department of Public Safety Communications	Steve McMurrer	0.0 FTE	9/1/2014	5/31/2016	Fairfax County has been selected to lead a study effort using FY2014 UASI funds, to develop an approach and migration strategy for a regional Next Generation 9-1-1 solution. The effort will include a network Analysis, GIS analysis as a basis for 9-1-1 call routing, and potential governance models for regional implementation of a NG9-1-1 core capability for the NCR. The effort will solicit industry input to implementation approaches through an RFI with Fairfax County as the sponsoring contracting agency. The end result of the study will include potential cost models, solution architectures, and governance models in order to prepare an overall NCR migration timeline to NG9-1-1.
	Total:		**12,271,466.00**					**5.0 FTE**			

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Radio Cache - Virginia (Maintenance)**
- Amount **$123,027.00**
- Project ID **14UASI529-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Incident Management Team (Continuation)**
- Amount **$296,580.00**
- Project ID **14UASI529-03**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Fire Intelligence Analyst (Continuation)**
- Amount **$236,193.00**
- Project ID **14UASI529-02**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **WebEOC (Maintenance)**
- Amount **$157,500.00**
- Project ID **14UASI531-06**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **NIMS Compliance Officer - Fairfax County (Continuation)**
- Amount **$117,685.00**
- Project ID **14UASI531-02**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Exercise and Training Officer - Fairfax County (Continuation)**
- Amount **$128,933.00**
- Project ID **14UASI531-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Text Alert Notifications (Continuation)**
- Amount **$2,362,500.00**
- Project ID **14UASI531-05**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Volunteer & Citizen Corps Programs - Fairfax County (Continuation)**
- Amount **$306,000.00**
- Project ID **14UASI531-03**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Regional Planning - Fairfax County (Continuation)**
- Amount **$114,672.00**
- Project ID **14UASI531-04**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Training and Exercises in Preparation for the 2015 World Police and Fire Games**
- Amount **$305,872.00**
- Project ID **14UASI531-07**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Police Department**
- Project Title **Intelligence Analysis - VA (Continuation)**
- Amount **$1,091,584.00**
- Project ID **14UASI533-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Police Department**
- Project Title **AFIS Maintenance**
- Amount **$2,000,000.00**
- Project ID **14UASI533-02**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Health Department**
- Project Title **Public Health Planning and MRC Program Sustainment - Fairfax County (Continuation)**
- Amount **$90,000.00**
- Project ID **14UASI530-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name | Print title

Signature | Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Department of Information Technology**
- Project Title **CAD to CAD Maintenance (Continuation)**
- Amount **$961,000.00**
- Project ID **14UASI583-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Department of Information Technology**
- Project Title **Interoperable Communications Infrastructure (ICI) Sustainment**
- Amount **$2,996,170.00**
- Project ID **14UASI583-02**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Annoucement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name	Print title
Signature	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Department of Information Technology**
- Project Title **GIS Data Exchange and INDEX (Continuation)**
- Amount **$550,000.00**
- Project ID **14UASI583-03**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Announcement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name

Print title

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Department of Public Safety Communications**
- Project Title **Next Generation 9-1-1 Study and Plan**
- Amount **$433,750.00**
- Project ID **14UASI546-01**

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

- FY 2014 Homeland Security Grant Program Funding Opportunity Announcement
- District of Columbia Homeland Security and Emergency Management Agency FY 2014 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name **Print title**

Signature **Date**

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 15147

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on November 28, 2014, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2015, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	$4,507,170
Grants:	1HS0023, GIS Data Exchange and CAD2GIS Tool Project 1HS0036, CAD to CAD Maintenance 1HS0037, Interoperable Communications Infrastructure Sustainment	
Agency:	G7171, Health Department	$90,000
Grant:	1HS0030, Public Health Planning and MRC Program Sustainment	
Agency:	G9090, Police Department	$3,091,584
Grant:	1HS0039, Intelligence Analysis 1HS0043, Mobile AFIS Maintenance	
Agency:	G9292, Fire and Rescue Department	$655,800
Grants:	1HS0040, Incident Management Team 1HS0041, Intelligence Analysis 1HS0047, Radio Cache Maintenance	
Agency:	G9393, Office of Emergency Management	$3,493,162
Grants:	1HS0031, NCR Regional Planner 1HS0035, Exercise and Training Officer 1HS0045, NIMS Compliance Officer 1HS0050, Text Alert Notification System Maintenance 1HS0051, Volunteer Initiatives 1HS0052, WebEOC Maintenance 1HS0076, Training and Exercises in Preparation for the World Police and Fire Games	
Agency:	G9595, Department of Public Safety Communications	$433,750
Grant:	1HS0077, Next Generation 9-1-1 Study and Plan	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$12,271,466
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, $12,271,466

A Copy - Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
November 18, 2014

ADMINISTRATIVE - 2

Additional Time to Commence Construction for Special Exception SE 2010-LE-017, WMATA Bus Facility (Lee District)

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

RECOMMENDATION:
The County Executive recommends that the Board approve twelve months additional time for SE 2010-LE-017 to September 9, 2015.

TIMING:
Routine.

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

On March 8, 2011, the Board of Supervisors approved SE 2010-LE-017, subject to development conditions. The application was filed in the name of Iskalo CBR, LLC for the purpose of permitting a regional non-rail transit facility (bus storage and maintenance facility), a driveway for uses in an I-District, and uses in a floodplain within the R-1 (5.3 acres) and the I-6 (12.1 acres) zoning districts for the property located at 7828, 7901, 7909, and 7915 Cinder Bed Road, Tax Map 99-2 ((3)) 1, 2, 3A and 3B (see Locator Map in Attachment 1). The regional non-rail transit facility, a Category 4 Transportation Facility Use, is permitted pursuant to Section 9-402.2. of the Fairfax County Zoning Ordinance. Uses in a floodplain, a Category 6 use, are permitted pursuant to Section 9-601.2. and are subject to the additional regulations located in Sections 2-904 and 2-905. Driveways for uses in an I-District, also a Category 6 use, are permitted pursuant to Section 9-601.13. and are subject to the additional regulations located in Section 9-616.

SE 2010-LE-017 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 2010-LE-017 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On October 8, 2013, the Board of Supervisors approved twelve (12) months of additional time, to September 9, 2014. On August 25, 2014, the Department of Planning and Zoning (DPZ) received a letter dated August 19, 2104, from John D. Thomas, Director, Office of Major Capital Projects, Washington Metropolitan Area Transit Authority (WMATA), requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

Mr. Thomas states the time required to obtain site plan approval and necessary permits has delayed the construction of the project. Mr. Thomas further states that Fairfax County Department of Public Works and Environmental Services (DPWES) is currently reviewing critical storm water management issues, and the feedback from this review is necessary before a fourth submission of the site plan can be made. Finally, Mr. Thomas states WMATA's design/build contractor has submitted applications for building permits, and a rough grading permit has been issued to allow for the installation of erosion and sediment control measures. The request for twelve (12) months of additional time is intended to allow time for site plan approval and subsequent construction.

Staff has reviewed Special Exception SE 2010-LE-017 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a regional non-rail transit facility, a driveway for uses in an I-District, and uses in a floodplain. Further, staff knows of no change in land use circumstances that would affect compliance of SE 2010-LE-017 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 2010-LE-017 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

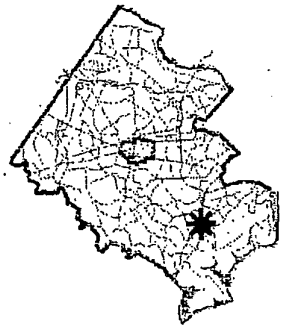
Board Agenda Item
November 18, 2014

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated March 9, 2011, to David R. Gill
Attachment 3: Letter dated August 19, 2014, to Leslie B. Johnson

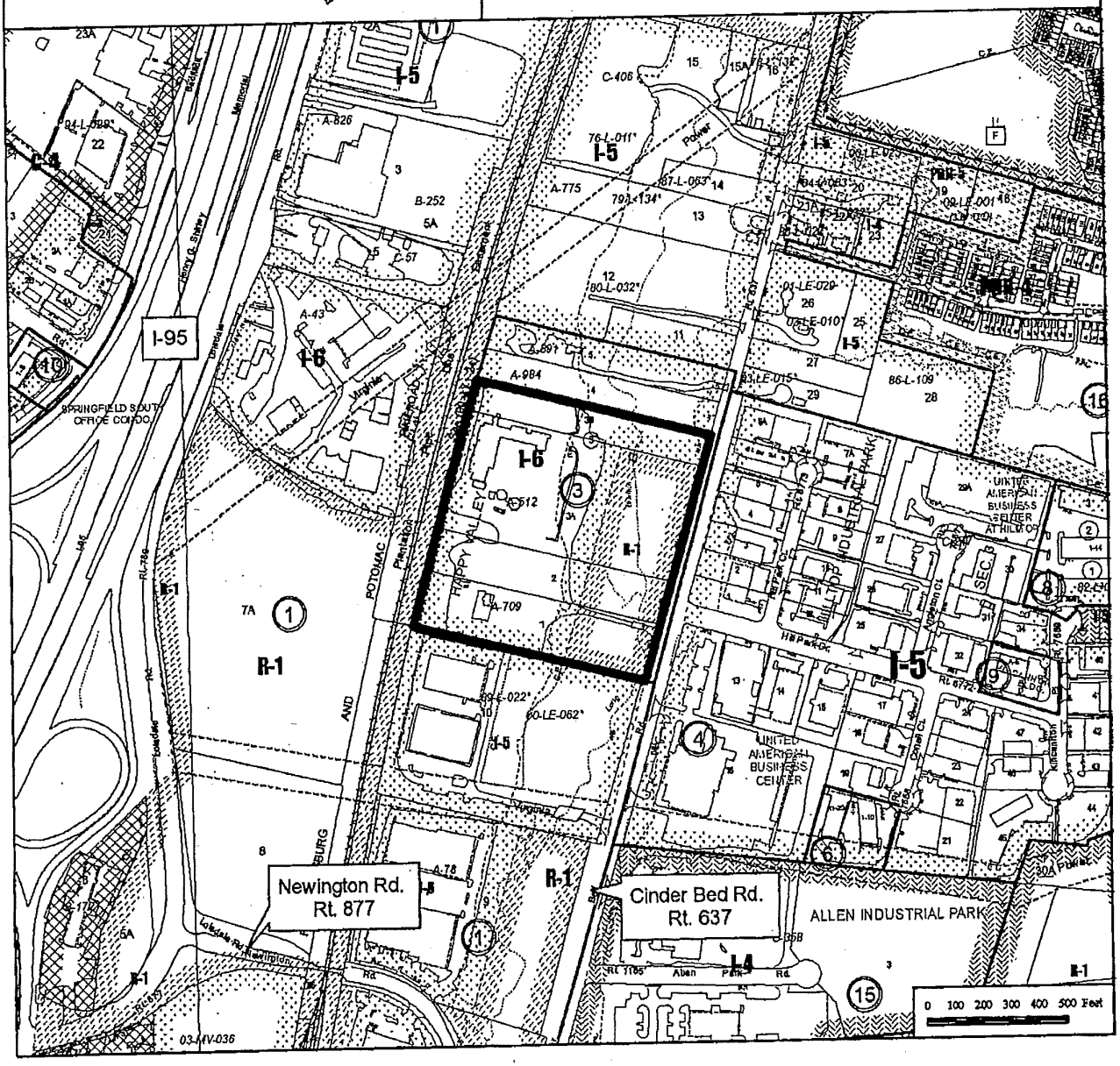
STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development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

Special Exception

SE 2010-LE-017



Applicant:	ISKALO CBR LLC
Accepted:	07/26/2010
Proposed:	REGIONAL NON-RAIL TRANSIT FACILITY, DRIVEWAY FOR USES IN AN I-DISTRICT AND USES IN A FLOOD PLAIN
Area:	17.37 AC OF LAND; DISTRICT - LEE
Zoning Dist Sect:	02-0904 05-0604 09-0616
Art 9 Group and Use:	6-02 4-05 4-6 6-13
Located:	7901, 7909, 7915 & 7828 CINDER BED ROAD
Zoning:	I-6, R-1
Plan Area:	4
Overlay Dist:	
Map Ref Num:	099-2- /03/ /0001 /03/ /0001 /03/ /0002 /03/ /0003A /03/ /0003B



ATTACHMENT 2

County of Fairfax, Virginia

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

March 9, 2011

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

Re: Special Exception Application SE 2010-LE-017

Dear Mr. Gill:

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

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

2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.

3. A copy of the Non-Residential Use Permit (Non-RUP) SHALL BE POSTED in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

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

4. Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved SE plat entitled Cinder Bed Road Bus Division, prepared by Wendel Duchscherer Architects & Engineers, dated July 15, 2010 as revised through December 3, 2010, containing 27 sheets, and these conditions.

5. A Hold Harmless agreement shall be executed with the County prior to approval of a grading plan for all adverse effects that may arise as a result of the location of the site within a floodplain area.

6. The determination from the US Army Corps of Engineers shall be submitted by the applicant, prior to the submission of a grading plan stating whether or not any action is required to ensure compliance with § 404 of the Clean Water Act. Any required actions shall be completed prior to commencement of any construction activity on the site, as determined by DPWES.

7. Prior to approval of a site plan, it shall be demonstrated to the satisfaction of DPWES that the proposed disturbance, when combined with all other existing, anticipated, and planned development, shall not increase the water surface elevation above the 100-year flood level upstream and downstream.

8. Prior to the placement of the lowest floor, including basement for any structure within the 100-year floodplain, the applicant shall submit floor elevations on a FEMA Certificate to be filed with the Department of Public Works and Environmental Services (DPWES), that certifies compliance with minimum federal requirements and the Virginia Uniform Statewide Building Code in effect at the time the building permit is issued.

9. There shall be no storage of herbicides, pesticides, or toxic or hazardous substances as set forth in Title 40, Code of Federal Regulations, Parts 116.4 and 261.30 et seq., within the floodplain.

10. The lowest elevations of all buildings shall be above the 100-year floodplain elevation.

11. All mechanical, electrical, and utility equipment shall be located at or above the 100-year floodplain elevation.

12. Erosion and sediment control measures shall be installed at all stages of construction, as determined by DPWES. A "super silt fence" shall be installed along the lower clearing and grading limits for the site. If deemed necessary by DPWES, controls shall be designed to achieve greater erosion and sediment control than that achieved by the minimum design standards set forth in the Public Facilities Manual and the Virginia Erosion and Sediment Control Handbook.

13. The architectural design, height and building materials of the freestanding sign shall be in substantial conformance with the illustrations as shown on Sheet 26 of the SE Plat.

14. Directional lighting fixtures shall be used on the site to reduce nighttime glare.

15. Buses shall use only the route along Cinder Bed Road, Backlick Road, and the Fairfax County Parkway to access and leave the subject property. No buses shall use Newington Road, or Loisdale Road north of Newington Road to access or leave the subject property. No buses shall use Telegraph Road north of the Fairfax County Parkway, unless needed to access routes that originate directly from Telegraph Road.

16. Articulated buses shall be prohibited from the site until such time that VDOT provides a written determination that there is sufficient turning area along the route traveled by buses accessing and leaving the property, to allow articulated buses.

17. Right-of-way up to thirty-five feet from the existing centerline along the site's Cinder Bed Road frontage shall be dedicated to the Board of Supervisors, in fee simple, at the time of site plan approval or within sixty (60) days upon demand by DPWES or VDOT, whichever occurs first. Advance density credit shall be reserved subject to the provisions of Par. 4 of Sect. 2-308 of the Zoning Ordinance. All ancillary easements along the Cinder Bed Road frontage of the site shall be conveyed by the Applicant, to the Board of Supervisors at the time of site plan approval or within sixty days upon demand by DPWES or VDOT, whichever occurs first.

18. The Applicant shall reconstruct Cinder Bed Road with a curb and gutter section as two thirteen-foot wide lanes (one lane in each direction) along the site's frontage, to PFM standards, as determined by DPWES.

19. A five-foot wide concrete sidewalk shall be constructed by the Applicant, along the opposite side of the site's Cinder Bed Road frontage (east side of Cinder Bed Road), to PFM standards to connect to the existing sidewalk, if such construction can be accomplished within the existing Cinder Bed Road right-of-way.

20. The Applicant shall submit a traffic signal warrant study to VDOT for the realigned intersection of Newington Road and Cinder Bed Road, no sooner than six (6) months but no later than nine months after the Cinder Bed Road garage begins operation. If the traffic warrant study determines that a traffic signal at this location is warranted, the Applicant shall design and install such traffic signal to VDOT specification. Construction of such signal shall be coordinated with FCDOT and VDOT. In lieu of installation of such signal, the Applicant may, in consultation with FCDOT and VDOT, escrow funds necessary for such signal. The amount of such funds shall be based on VDOT bonding guidelines.

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

22. A tree preservation plan shall be submitted as part of the first and all subsequent site plan submissions as follows.

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

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

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

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

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

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

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

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

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

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

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

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

23. Stormwater detention and water quality controls shall be provided in accordance with the PFM, as determined by DPWES.

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

25. The existing entrance road in the southern portion of the property shall be replaced with a channel to convey stormwater flow to Long Branch. This channel shall be designed and constructed in a manner so as to appear to be a naturalized channel. Special care shall be taken to control velocities as this new channel enters Long Branch. The design for said channel, which will include grading and landscaping, shall be submitted at the time of site plan review.

26. All work on the northern entrance road and stream crossing shall be completed in such a way to minimize disruptions to the RPA and Long Branch. Disturbed areas along the new roadway and underneath the proposed 60' CONSPAN arch will be restored.

27. To ensure that there is a forum for on-going discussion with the residential communities on the east side of Cinder Bed Road, the applicant shall meet with a Communications Committee comprised of a representatives from each of the homeowners and/or civic associations at the discretion of the Communications Committee but not more than twice a year. In addition, a dedicated telephone contact number for the WMATA bus facility shall be established and provided to the Lee and Mount Vernon District Supervisors' offices and to the members of the Communications Committee to report concerns regarding the operation of the WMATA bus facility. The dedicated telephone contact number shall be provided by the applicant prior to the issuance of a Non-Residential Use Permit for the WMATA bus facility and updated as necessary. Monitoring of the telephone contact line shall be performed on a daily basis and all calls shall be responded to within one business day.

28. The maximum permitted number of busses to utilize the facility shall be "phased" based upon the following schedule: upon issuance of a non-residential use permit (Non-RUP), no more than 80 busses shall use the facility. After two years from issuance of the Non-RUP, no more than 100 busses shall use the facility. After five years from issuance of the Non-RUP, no more than 125 busses shall use the facility. After seven years from issuance the Non-RUP, the maximum number of busses shall be 160, which is the total maximum for the facility.

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

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

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

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

The Board also:

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

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

Sincerely,

Nancy Vehrs

Nancy Vehrs
Clerk to the Board of Supervisors
NV/ph

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

ATTACHMENT 3

FAIRFAX COUNTY
RECEIVED
AUG 25 2014
DIVISION OF
ZONING ADMINISTRATION
2014-1064

August 19, 2014

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

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

Dear Ms. Johnson:

Reference is made to the letter from Ms. Winnie Williams on July 8, 2014 regarding the above-referenced Special Exception application and the lack of construction progress on the site. For the reasons explained below, the Washington Metropolitan Area Transit Authority (WMATA) requests that the Fairfax County Board of Supervisors extend the above-referenced Special Exception pursuant to Zoning Ordinance Section 9-015 for the period of one additional year because of delays in obtaining permits. WMATA has diligently pursued the project by completing the design of the bus facility and submitting permit applications. Therefore, the Board of Supervisors may approve the request for additional time as consistent with the public interest.

On March 9, 2011, the Fairfax County Board of Supervisors approved the above-referenced Special Exception for WMATA to construct a bus facility on property located at 7828, 7901, 7909, 7915 Cinder Bed Road. The Special Exception shall expire thirty months after the date of approval on or about September 9, 2013. On October 8, 2013, the Fairfax Board of Supervisors extended the Special Exception to September 9, 2104 because litigation had delayed the construction. Since the previous extension of the Special Exception, WMATA's Design/Build Contractor has completed the design but work on site has been limited to the installation of storm water management and sediment control facilities. This is due to the challenges encountered in obtaining permits. In September 2013, a submittal was made to Fairfax County seeking site plan approval. As of the date of this letter and after several meetings and back and forth with information, Fairfax County is still reviewing critical storm water management issues pertaining to the Site Plan. That feedback is needed before a 4th submission can be made to try to obtain Site Plan approval. Meanwhile, WMATA's Design/Build Contractor has submitted applications for Building Permits. That process is essentially complete but requires approval of the Site Plan for issuance of the permits. WMATA did submit and obtain a Rough Grading Permit to perform the aforementioned erosion and sediment controls but work under that permit is nearing completion. As a result, WMATA will not be able

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and Yellow Lines

A District of Columbia Maryland and Virginia Transit Partnership

to meet the requirement of the SE that meaningful work on site be underway by September 8, 2014.

The Fairfax County Zoning Ordinance Section 9-015 permits the Board of Supervisors to approve an extension to a Special Exception when (1) the request is filed in writing with the Zoning Administrator prior to the expiration date of the Special Exception and specifies the basis for and the amount of additional time requested including an explanation of why the use has not been established or construction commenced and diligently prosecuted in accordance with the time specified in the approval of the special exception and (2) it is determined by the Board that the use is in accordance with all applicable provisions of the Zoning Ordinance and that approval of additional time is consistent with the public interest. The request is timely as the Special Exception will not expire until September 9, 2014. WMATA has explained that delays in obtaining permits has prevented WMATA from commencing construction. WMATA has worked with Fairfax County to address comments necessary to obtain the permits. WMATA requires a one year extension to the Special Exception resolve the remaining approvals. Finally, the extension of the Special Exception is consistent with the public interest. The Special Exception provides for a new WMATA bus facility to provide transit bus service to Fairfax County and the neighboring jurisdictions. Accordingly, WMATA requests that the Board of Supervisors grant a one year extension Special Exception Application SE 2010-LE-017.

Sincerely,

John D. Thomas

John D. Thomas
Director, Office of Major
Capital Projects

C:\MyFiles\CinderBedRd\Letter to Fairfax SE Extension 140819.wpd

Board Agenda Item
November 18, 2014

ADMINISTRATIVE – 3

Streets into the Secondary System (Hunter Mill, Lee, 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**
Dogwood Pool Renovation (Reston Section 36 Block 5)	Hunter Mill	Glade Drive (Route 4721) (Additional Right-of-Way (ROW) Only)
		Green Range Drive (Route 5327) (Additional ROW Only)
The Land of Richard R. Fleming (Somerford Place)	Hunter Mill	Leesburg Pike (Route 7) (Additional ROW Only)
		Reston Avenue (Route 7917) (Additional ROW Only)
Embassy Suites Springfield	Lee	Loisdale Road (Route 877) (Additional ROW Only)
Fosters Crest	Lee	Fleet Drive (Route 635) (Additional ROW Only)
Epiphany of Our Lord Byzantine Catholic Church	Providence	Woodburn Road (Route 846) (Additional ROW Only)
V Karting Parcel A Barthelson Plaza	Sully	Lee Road (Route 661) (Additional ROW Only)

TIMING:
Routine.

Board Agenda Item
November 18, 2014

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Forms

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

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.

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: 25428-SP-001

SUBDIVISION PLAT NAME: Dogwood Pool Renovation (Reston Section 36 Block 5)

COUNTY MAGISTERIAL DISTRICT: Hunter Mill

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 07/15/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Glade Drive (Route 4721) (Additional Right-of-Way Only)	25' SW CL Green Range Drive (Route 5327)	265' SW to End of Dedication	0.0
Green Range Drive (Route 5327) (Additional Right-of-Way Only)	33' NW CL Glade Drive (Route 4721)	295' NW to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

Glade Drive: 5' Concrete Sidewalk on West Side to be maintained by VDOT.

Green Range Drive: 5' Concrete Sidewalk on South Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 373-SP-01

SUBDIVISION PLAT NAME: The Land of Richard R. Fleming (Somerford Place)

COUNTY MAGISTERIAL DISTRICT: Hunter Mill

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 08/04/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Leesburg Pike (Route 7) (Additional Right-of-Way Only)	440' SE CL Reston Avenue (Route 7917)	137' SE to End of Dedication	0.0
Reston Avenue (Route 7917) (Additional Right-of-Way Only)	514' SW CL Leesburg Pike (Route 7)	265' SW to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

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

Reston Avenue: 5' Concrete Sidewalk on East Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 25439-SP-001

SUBDIVISION PLAT NAME: Embassy Suites Springfield

COUNTY MAGISTERIAL DISTRICT: Lee

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

BY: Nidia Alphonsy

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 07/17/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Loisdale Road (Route 877) (Additional Right-of-Way Only)	273' E CL Backlick Road (Route 617)	76' E to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 24676-SP-002

SUBDIVISION PLAT NAME: Fosters Crest

COUNTY MAGISTERIAL DISTRICT: Lee

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

BY: Nadia Alphonsy

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 08/04/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Fleet Drive (Route 635) (Additional Right-of-Way Only)	140' SE CL Flat Rock Road (Route 6055)	682' SE to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

5' Concrete Sidewalk on East Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 3380-SP-002

SUBDIVISION PLAT NAME: Epiphany of Our Lord Byzantine Catholic Church

COUNTY MAGISTERIAL DISTRICT: Providence

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

BY: Nidia Alphonsf

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 07/18/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Woodburn Road (Route 846) (Additional Right-of-Way Only)	25' NE CL Hayden Lane (Route 3448)	217' NE to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

5' Concrete Sidewalk on West Side to be maintained by VDOT

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 5344-SP-044

SUBDIVISION PLAT NAME: V Karting Parcel A - Barthelson Plaza

COUNTY MAGISTERIAL DISTRICT: Sully

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

BY: Nellia Alphonsi

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 07/15/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lee Road (Route 661) (Additional Right-of-Way Only)	417' NE CL Willard Road (Route 8457)	172' NE to End of Dedication	0.0
		TOTALS:	0

NOTES:

5' Concrete Sidewalk on the West Side to be maintained by VDOT.

Board Agenda Item
November 18, 2014

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Convey Board-Owned Property off Floyd Avenue (Lee District)

ISSUE:
Board authorization to advertise a public hearing to convey Board-owned property.

RECOMMENDATION:
The County Executive recommends that the Board authorize a public hearing to convey Board-owned property.

TIMING:
Board action is requested on November 18, 2014, to provide sufficient time to advertise the proposed public hearing on January 13, 2015, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors owns a 2,309 square foot walkway that permits pedestrian passage between Floyd Avenue and Crestwood Elementary School in Springfield. The pathway is surrounded by single-family residences on either side and the elementary school abuts in the back. For security reasons, Fairfax County Public Schools (FCPS) blocked ingress and egress through this walkway to the school by installing an 8-foot-tall chain link fence around the perimeter of the school. The walkway has fallen into disuse, but the Department of Public Works and Environment Services continues to be responsible for maintenance of the area.

The purchaser (Purchaser) is the owner of 7318 Floyd Avenue, the property abutting the walkway to the east, and has agreed to purchase the walkway to add to their existing yard. The fair market value of the nonbuildable land is $0.97 per square foot, or $2,240. The property will be conveyed in its “as is” state to Purchaser via quitclaim deed. FCPS does not object to the County’s proposed disposition of the walkway.

Because the parcel is no longer needed for walkway purposes, and since the small size of the parcel and its isolation from other public land make it unsuitable for any other public use, the County will serve the greater public benefit by conveying the parcel to Purchaser. Upon transfer, the parcel shall be assigned the Tax Map No. 80-3 ((2)) (32) Parcel A.

In accordance with Board Policy and section 15.2-1800 of the Code of Virginia, a public hearing is required prior to the disposition of Board-owned property.

Board Agenda Item
November 18, 2014

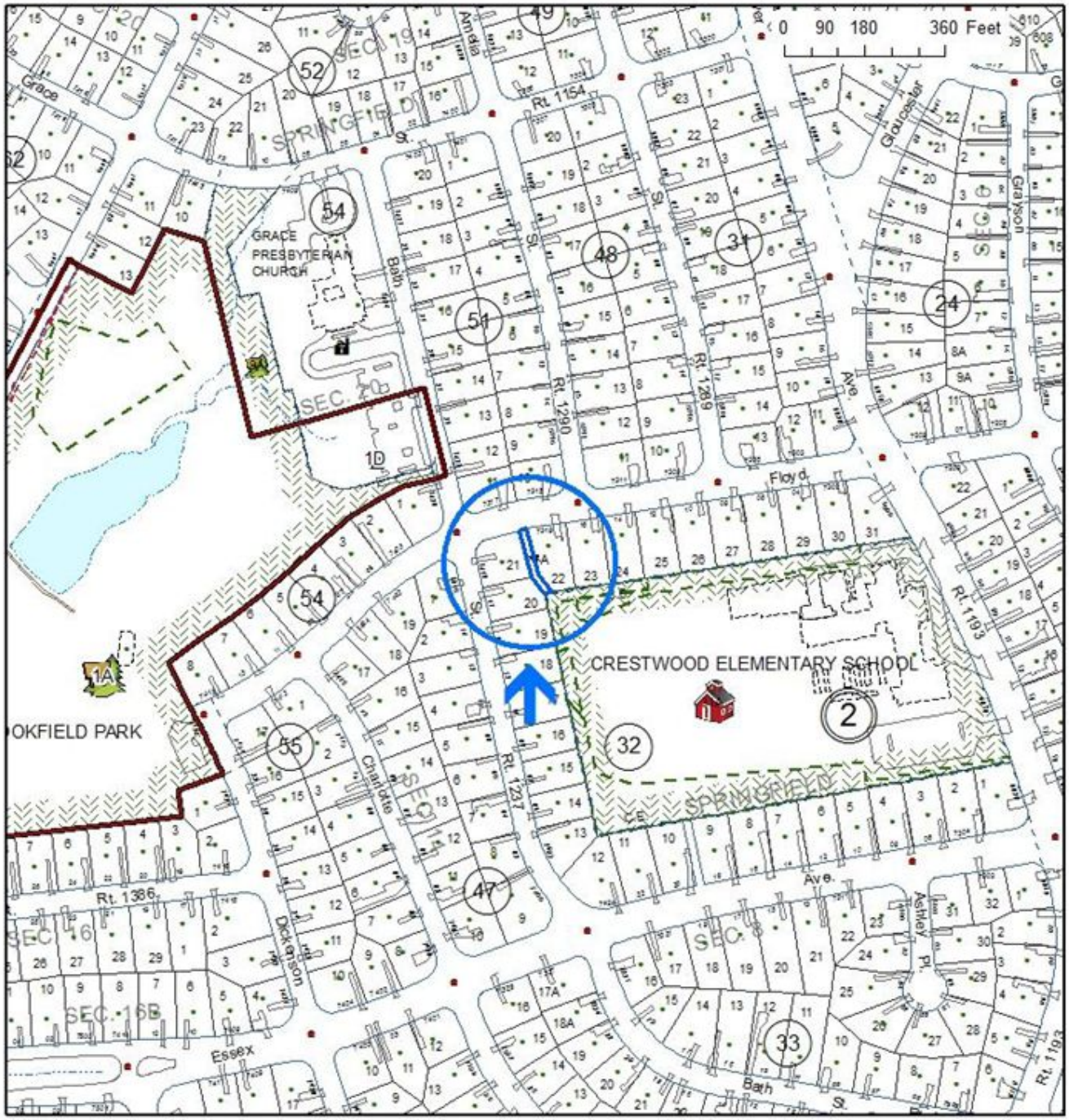
FISCAL IMPACT:
The proceeds from the sale will be deposited in the general fund.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Map 80-3

STAFF:
David J. Molchany, Deputy County Executive
James A. Patteson, Director, Public Works and Environmental Services
José A. Comayagua, Jr., Director, Facilities Management Department

Board-Owned Property off Floyd Avenue

County Tax Map No. 80-3 ((2)) (32) Future Parcel A



Board Agenda Item
November 18, 2014

ADMINISTRATIVE - 5

Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Sully District)

ISSUE:
Board endorsement of "Watch for Children" signs, as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board endorse the installation of "Watch for Children" signs on the following road:

- Moore Road (Sully District)

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

TIMING:
Board action is requested on November 18, 2014.

BACKGROUND:
The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On October 1, 2014, FCDOT received written verification from the Sully District Supervisor's office confirming community support for the referenced "Watch for Children" signs on Moore Road.

FISCAL IMPACT:
Funding in the amount of $300 for the "Watch for Children" signs is available in Fund100-C10001, General Fund, under Job Number 40TTCP.

Board Agenda Item
November 18, 2014

ENCLOSED DOCUMENTS:
None

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
Guy Mullinax, Transportation Planner, Traffic Operations Section, FCDOT

Board Agenda Item
November 18, 2014

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Lease Board-Owned Property at 12000 Government Center Parkway to Fairfax 2015, Inc. (Braddock District)

ISSUE:
Board authorization to advertise a public hearing to lease Board-owned property at 12000 Government Center Parkway to Fairfax 2015, Inc.

RECOMMENDATION:
The County Executive recommends that the Board authorize a public hearing to lease Board-owned property at 12000 Government Center Parkway to Fairfax 2015, Inc.

TIMING:
Board action is requested on November 18, 2014, to provide sufficient time to advertise the proposed public hearing on January 13, 2015, at 4:30 p.m.

BACKGROUND:
In the summer of 2015, Fairfax County (the "County") will host the World Police and Fire Games ("WPFG"), which will provide recreational, Olympic-style sports competitions for police and fire professionals around the world. The County desired to host this event because it will provide a unique opportunity to showcase to the world its community and culture, and highlight the talents of the County's first responders. In addition, the event is expected to increase County businesses' revenue as tens of thousands of athletes and visitors are expected to descend upon the County to attend the events.

Fairfax 2015, Inc. ("Fairfax 2015") was created to oversee all aspects of the WPFG including, but not limited to, ensuring that the multi-million dollar fundraising goals necessary to successfully run the WPFG are met. As part of the negotiations with Fairfax 2015, the County agreed to lease rent-free to Fairfax 2015 approximately 5,526 rentable square feet of space for office space ("Leased Space"). The Leased Space is located on the second floor of the Fairfax County Government Center with a street address of 12000 Government Center Parkway, Suite 251 and identified by Fairfax County Tax Map Number of 56-1 ((15)) parcel 14. The lease between the County and Fairfax 2015 has a thirty and a half (30.5) month term that commenced on June 13, 2013.

Fairfax 2015 will have the exclusive right to occupy the Leased Space and the nonexclusive right to use the common areas of the Government Center. At the Fairfax 2015's election and the County's discretion, Fairfax 2015 has the option to extend the term for an additional term of one month unless notice to the contrary is given by either party thirty (30) days prior to the end of the current term, and, in that event, the Lease

shall terminate at the end of the effective term. The Lease may be terminated without cause by either party with thirty (30) days written notice.

In accordance with Board Policy and Section 15.2-1800 of the Code of Virginia, a public hearing is required prior to the disposition of Board-leased property.

FISCAL IMPACT:
None

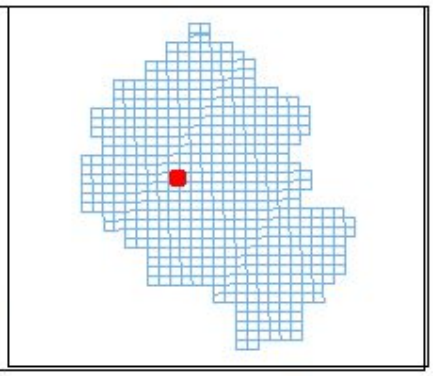
ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft lease between County and Fairfax 2015, Inc.

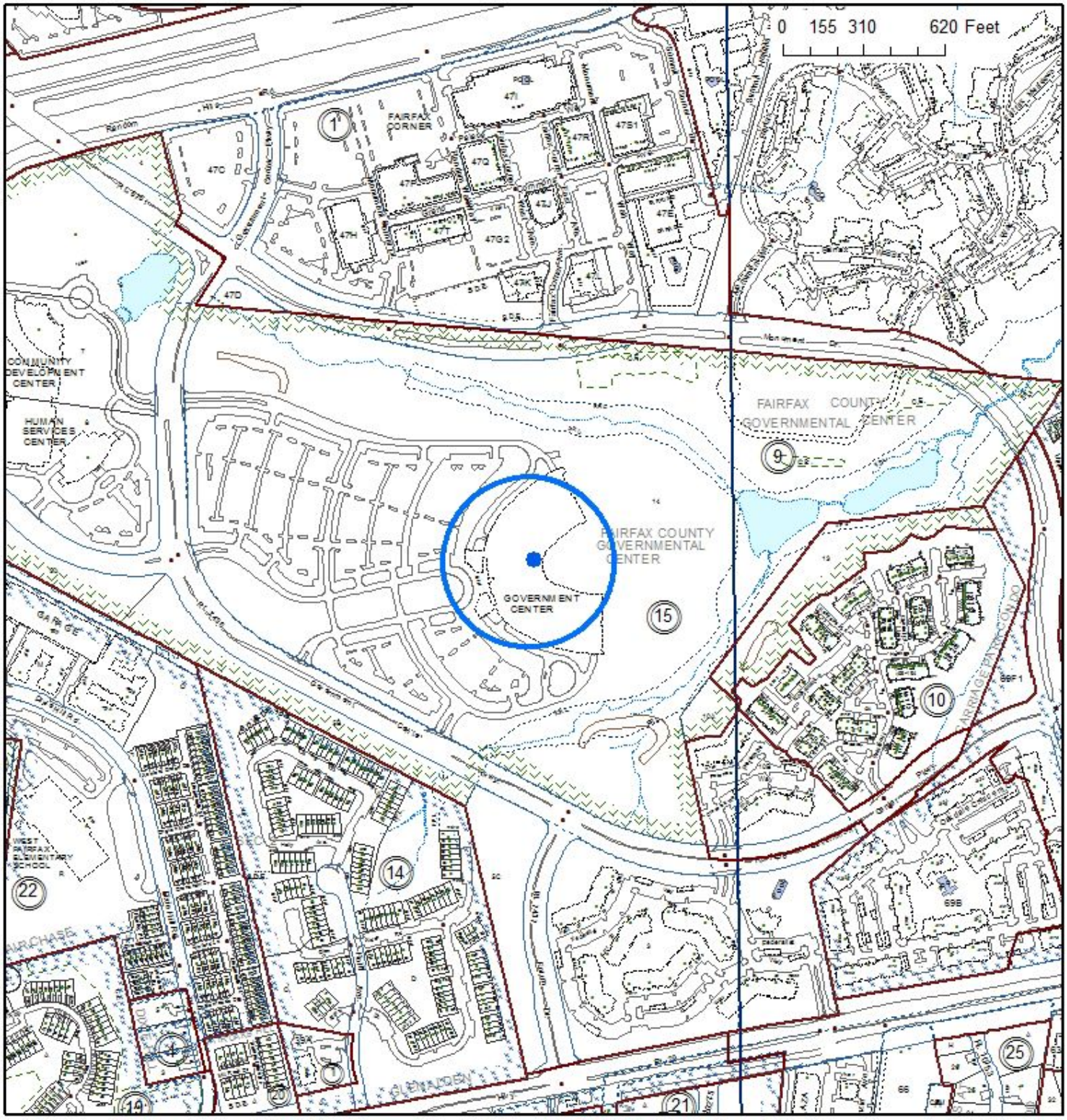
STAFF:
David J. Molchany, Deputy County Executive
David M. Rohrer, Deputy County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department

ATTACHMENT 1

Fairfax County Government Center

County Tax Map No. 56-1 ((15)) Parcel 14





ATTACHMENT 2

COUNTY OF FAIRFAX

LEASE AGREEMENT

6/10

ATTACHMENT 2

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SIGNATURE PAGE 12

COUNTY OF FAIRFAX

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this __day of _____, 2014, by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, hereinafter referred to as "Board" (whose address is Board of Supervisors of Fairfax County, Fairfax County Government Center, 12000 Government Center Parkway, Suite 424, Fairfax, Virginia 22035), and **Fairfax 2015, Inc.** a Section 501 (c) (3), hereinafter referred to as the "Tenant" (whose address is 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035), witness:

WHEREAS, in the summer of 2015, Fairfax County will host the World Police and Fire Games ("WPFG"), which provide recreational Olympic-style sports competitions for police and fire professionals around the world; and

WHEREAS, the County desired to host this event as it provided a unique opportunity to showcase to the world its community and culture, highlight the talents of the County's first responders, increase County businesses' revenue with the arrival of tens of thousands of athletes and visitors to the County, and provide once in a lifetime entertainment to the County's residents; and

WHEREAS, the Tenant was created to oversee all aspects of the WPFG including, but not limited to, ensuring that the multi-million dollar fundraising goals necessary to successfully run the WPFG were met; and

WHEREAS, the Board desires to lease to the Tenant certain lease premises, more particularly described below, and the Tenant desires to lease the same upon the terms and conditions and for good and valuable consideration described in this Lease Agreement, hereinafter referred to as the "Lease".

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1 PREMISES GRANT

A. The Board does hereby Lease unto Tenant and Tenant does hereby Lease from the Board Suite 251 of the building at 12000 Government Center Parkway, known as "The Government Center," consisting of approximately 5,526 rentable square feet of space (hereinafter the "Premises").

B. It is agreed that, by occupying the Premises, Tenant acknowledges that it has had full opportunity to examine the building, including the Premises, and is fully informed, independently of the Board, as to the character, construction and structure of the building. It is agreed that by occupying the Premises, the Tenant formally accepts the same "as is" and acknowledges that Board has complied with all requirements imposed upon it under the terms

of this Lease. This Lease does not grant any right to light or air over or about the Premises or building.

C. Tenant agrees to confine its use of the Premises to the areas specifically described in this Lease and any common areas necessary for ingress and egress, or otherwise necessary for the use thereof, which is specifically limited to hallways, stairways, doorways, and restrooms. Tenant agrees not to use, occupy, or obstruct any room or any area of the building not specifically leased to the Tenant by this Lease.

SECTION 2 TERM

A. This Lease shall be for a term of thirty (30) months commencing on June 13, 2013 and ending at midnight on December 31, 2015. The Tenant and Board agree that this Lease may be automatically renewed for an additional term of one month unless notice to the contrary is given by either party 30 days prior to the end of the current term, and in that event, the Lease shall terminate at the end of the effective term.

B. This Lease may be terminated without cause by either party with thirty (30) days written notice.

SECTION 3 RENT AND/OR OTHER CONSIDERATION

A. Tenant and the Board acknowledge that Tenant shall not make regular rental payments to the Board. Tenant shall be responsible for the all cost of performance of its obligations as set forth in this Lease.

SECTION 4 USE

A. Tenant represents covenants and warrants that the Premises will be used lawfully and agrees to abide by all the laws and regulations of all lawful authorities for the following purposes and for no other purposes: office space.

B. The Board and Tenant agree that any approvals, permits, and/or licenses necessary for Tenant's use of the Premises have been obtained by Tenant as of the date of execution of this Lease. Any changes to the use of the Premises shall only be made by written agreement, signed by both parties and memorialized as an amendment to this Lease. The Board shall not agree to any changes of use unless or until Tenant obtains, at its expense, any and all approvals, permits and licenses necessary to conduct said new uses of the Premises. The Board shall assist in providing available material and technical data to the Tenant as required to make an application, but shall in no way be a party to or participate in the said application. Tenant agrees to deliver to the Board evidence that these necessary approvals, licenses and permits have been obtained before the Board shall enter into any amended agreement.

SECTION 5 DEFAULT

Tenant shall be considered in default of this Lease upon happening of any of the following:

A. A breach of any term, covenant or condition of this Lease continuing for more than five (5) days after written notice is received by the Tenant.

B. Death, dissolution or commencement of any proceeding to dissolve Tenant, termination of existence, insolvency, business failure, appointment of the receiver or trustee of Tenant's property, assignment for the benefit of creditors of all or any part of the property of Tenant, or commencement of any proceedings under any bankruptcy of insolvency law by or against Tenant.

C. The abandonment of the Premises by the Tenant or the discontinuance of the use permitted hereunder.

D. In the event of default by Tenant, the Board may, at its option, terminate this Lease, and re-enter the Premises and again have, possess, and enjoy the same as and of its former estate, but no such re-entry shall be deemed an acceptance of the surrender of this Lease. In the event of re-entry for default, the Board may, at its option, relet the Premises or any part thereof, as agent for Tenant, for any sum which it may deem reasonable, but the Board shall not be under any obligation to relet the Premises for any purpose other than that specified in this Lease. In event of termination for default, Tenant shall remain liable for all its obligations under the Lease, and for such losses and damages as the Board may sustain as a result of Tenant's breach thereof, which together with reasonable attorneys' fees, shall be considered payable as rent hereunder.

E. If the Tenant or its representatives shall neglect or fail to perform or observe any covenant herein contained on the Tenant's part to be kept or performed, or shall become a bankrupt or insolvent, or suffer any levy against his property on the said Premises or shall make an assignment for the benefit of creditors, then and in any such case, the Board, its successors or assigns, may declare the term of this Lease at end immediately, without notice or demand, enter into and upon the Premises, or any part thereof, repossess the same, expel the Tenant and those claiming under him (them) and remove his (their) effects forcibly, if necessary, without being deemed guilty of any manner of trespass, but without prejudice to the lawful remedies which the Board, its successors or assigns, may have for the breach or covenants of this Lease.

SECTION 6 PARKING

Tenant understands and agrees that parking is shared with other occupants of the Facility, and that Tenant’s share of such parking is undefined. Tenant agrees to cooperate fully with Board in keeping Tenant's agents, servants, guests or invitees from using any additional parking spaces at this facility. Any vehicles parked at the site shall be at the Tenant's own risk.

SECTION 7 MODIFICATIONS AND REPAIRS

A. Tenant agrees to accept the Premises "as is" and to pay for any necessary modifications and repairs in order to make the Premises acceptable for the approved use. This shall not be construed to include major modification required to bring the building in compliance with Fairfax County, Virginia Code requirements, which shall be the responsibility of the Board, at its election.

B. The Board must approve in advance all improvements including but not limited to structural, interior and exterior modifications or additions. Approval(s) shall be given in writing.

Tenant will submit plans and specifications for approval, which approval shall not be unreasonably withheld.

C. Tenant shall not be due any refund or payment of any kind from the Board for any modifications or improvements to the Premises made by or for the Tenant and all such improvements shall be and remain the sole property of the Board at the termination of the Lease.

D. Tenant shall not place any lettering, signs or objects on doors, windows or outside walls of Premises without the permission of the Board. No signs shall be visible through or on windows.

E. Tenant shall not, without the prior written approval of the Board, paint or paper or decorate or drive nails in or otherwise deface or injure the walls or ceiling or woodwork or floors of said Premises, install any electrically or mechanically operated equipment (including air conditioners) in said Premises. At the termination of the Lease, or any extension or renewal thereof, all such improvements shall be and remain the property of the Board. Tenant expressly covenants and agrees that the Board may, at its sole and absolute discretion, require such improvements to be removed and the Premises restored to their original condition, with such removal and restoration to be at Tenant's expense.

F. Tenant shall be responsible for repairs or maintenance necessitated by the negligence of Tenant, its agents, servants, guests or invitees; and all damage to the Premises caused by the Tenant, its agents, servants, guests or invitees, shall be repaired promptly by, or at the expense of the Tenant, at the option of the Board.

G. Any renovation or improvements made or obtained by Tenant are made at Tenant's sole risk and expense, and the Board shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Tenant.

H. In use of said structural alterations, changes or improvements, Tenant may be required upon the termination of the Lease or any extension or renewal thereof to restore the Premises to their original condition. All movable partitions, trade fixtures, floor covering, or equipment installed in the Premises at Tenant's expense shall remain the property of the Tenant, and may be removed by Tenant. Tenant shall, however, repair any damage caused by such removal. In addition, Tenant will restore or repair any damage to the Premises which affects accessibility by the handicapped as defined in the American Disabilities Act (ADA).

I. As determined by the Board, any increased facility operating costs resulting from the modifications will be paid by the Tenant shall pay such costs as Additional Rent.

SECTION 8 SERVICES PROVIDED BY BOARD

In consideration of the foregoing covenants and agreements, the Board covenants and agrees:

A. To provide electric and heating services to the Premises, water and sewer services to the building of which the Premises are a part; however, Board shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of the Board or by accidents, repairs or strikes nor shall such failure constitute an eviction; nor shall Board be liable under any circumstances for loss of or injury to property, however occurring,

through or in connection with or incidental to the furnishing of any of the foregoing. These services shall be provided as follows:

(1) Electricity for normal business usage. Tenant's use of electric energy in the Premises shall not at any time exceed their pro-rata share of capacity of any of the electrical conductors and equipment in or otherwise serving the Premises, or based on the square footage of the Premises' area. To insure that such capacity is not exceeded and to avert possible adverse effect upon the building's electric service, Tenant shall not, without Board's prior written consent in each instance (which shall not be unreasonably withheld), connect any additional fixtures, appliances or equipment (other than lamps, typewriters and similar small office machines) to the building's electric distribution system or make any alteration or addition to the
electric system of the Premises existing on the commencement date(s) of this Lease.

(2) Heat to Premises, daily from 7:00 a.m. to 6:00 p.m., with nighttime setback, Monday through Friday, Fairfax County legal holidays excepted, during those portions of each year that heating may be necessary, so as to provide a temperature condition required for the comfortable occupancy of the Premises under normal business condition.

(3) Cold water for drinking, lavatory and toilet purposes, drawn through existing fixtures or fixtures installed by Tenant with Board's written consent, and hot water for lavatory purposes from the regular building supply at reasonable temperatures.

(4) Custodial services shall be provided in a manner as determined by the Board for similar buildings owned by Fairfax County.

C. To provide maintenance to the Premises during the term of this Lease or any extension thereof, in such manner as determined by the Board for heat, plumbing, electrical, sewer and water systems, snow and ice removal, sanding or salting of the driveway, walks and parking areas, grass cutting, and repair to the doors, windows and roof, provided that such damage, defect or repair is not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

D. As determined by the Board, any increased facility operating costs resulting from Tenant’s operations exceeding normal business use will be charged to the Tenant and Tenant shall pay such costs as Additional Rent.

E. The Board shall, in no event, be liable for consequential damages, for any losses arising from or related to the Lease or the tenancy.

SECTION 9 LIABILITY AND INSURANCE

A. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said Premises, shall be and remain at the sole risk of the Tenant, and Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Board shall not be liable for any personal injury to the Tenant (including its employees,

business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the Premises.

B. LIABILITY INSURANCE: During the Lease Term, Tenant will maintain a policy of commercial general liability insurance insuring the Board and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises. The insurance will be for not less than $500,000 for bodily or personal injury to or death of one person in any one accident or occurrence and for not less than $1,000,000 for bodily injury or personal injury to or death of more than one person in any one accident or occurrence. The insurance shall insure the Board and Tenant against liability for property damage of at least $1,000,000. The limits of the insurance will not limit the liability of Tenant. If the Tenant fails to maintain the required insurance the Board may, but does not have to, maintain the insurance at Tenant's expense. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of Tenant.

C. TENANT'S INSURANCE POLICIES: (1) Insurance carried by Tenant will be with companies acceptable to the Board. The Tenant will deliver to the Board certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after 60 days prior written notice to the Board. Tenant shall, at least 60 days prior to the expiration of the policies, furnish Board with renewals of "binders" for the policies, or Board may order the required insurance and charge the cost of Tenant; (2) If Tenant self insures risks for which commercial insurance is required under provision of this Lease, Tenant shall provide a statement guaranteeing equivalent coverage through self insurance.

D. Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall reimburse Board for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Board agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

E. The Board, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability policy and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Board may possess."

F. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

G. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the Board of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Tenant, including his agents, servants, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the Premises.

SECTION 10 RESPONSIBILITIES OF TENANT

Tenant covenants and agrees:

A. Not to injure or deface or suffer to be injured or defaced the Premises or any part hereof and to promptly replace or repair any damages to said Premises, other than damage to structural portions not caused by negligence of the Tenant (including its employees, business invitees, Tenants, customers, clients).

B. To keep said Premises in good order and condition at all times and to give the Board prompt notice of any defects in, or damage to, the structure, equipment, or fixtures of said Premises.

C. Not to strip, overload, damage or deface the Premises or hallways, stairways, or other approaches thereto, of said building, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon the Premises or any part of said building.

D. Not to keep gasoline or other flammable material or any other explosive in or near the Premises or in or near the building of which they are a part which will increase the rate of fire insurance on the building beyond the ordinary risk established for the types of operations above provided to be conducted therein or in violation of Fairfax County regulations and any such increase in the insurance rate due to the above, or Tenant's special operations carried on within the Premises, shall be borne by Tenant. Tenant shall not by any act or thing placed upon the Premises or in or about the building of which they are a part which makes void or voidable any insurance on the said Premises or building; and Tenant expressly agrees to conform to all rules and regulations from time to time established by the Commonwealth of Virginia Insurance Rating Bureau, or any other authority having jurisdiction.

E. To take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities).

F. Not to use or allow to be used the Premises or any part thereof for any illegal, unlawful, or improper purpose, or for any activity which will be noisy, boisterous or in any other manner constitute a nuisance, to adjacent properties or the adjacent neighborhood or which may be likely to endanger or affect any insurance on the said Premises.

G. All covenants of Tenant relating to the use of, or misuse of, the Premises and of the property of which they are a part or anything therein shall be construed to include use or misuse thereof by Tenant's agents, employees, and invitees.

H. To supervise and conduct its activities in such a manner as to insure no disruption to the pleasurable and quiet enjoyment and possession of the other occupants of the building.

I. To comply with all rules and regulations, conditions of this Lease; and any violation of said rules, regulations and conditions shall be a violation of this Lease.

J. Not to obstruct or use the sidewalks, passages, and staircases and other parts of the building which are not occupied by the Tenant for any other purpose than ingress and egress.

SECTION 11 DAMAGE BY FIRE OR CASUALTY

A. If the Premises shall be destroyed or damaged from whatever cause, so as to render them unfit for the purpose for which Leased, and if it is not reasonably possible to repair such destruction or damage within ninety (90) days, as determined by the Board, either party shall be entitled to terminate the Lease by written notice within fifteen (15) days after such destruction.

B. If the Premises can reasonably be repaired within ninety (90) days from the date of damage, as determined by the Board, then it shall be the duty of the Board to so repair such Premises to the extent that monies are available from the Board's fire and casualty insurance, provided that if the extent of damage is such as to cause the cost of repairs to be more than the monies available under such insurance, or if the Board determines that it is uneconomical, impractical or unfeasible to make such repairs considering the extent of damage and the cost of repairs, the Board may, at its option, terminate the Lease on ten (10) days written notice.

SECTION 12 SUBJECT TO ALL LAWS

This Lease shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia, Fairfax County, and appropriate Board Regulations; and Tenant agrees to abide by these provisions.

SECTION 13 ACCESS

Tenant shall allow the Board, its employees or agents to have access to the Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or at any other time for the purpose of performing any work required to be performed by the Board, or which the Board considers necessary or desirable, or for any other purpose for the reasonable protection of said Premises or of the building of which the Premises are a part.

SECTION 14 WAIVER

A. No waiver by the Board of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

B. To the extent permitted by law, the Board shall not be liable for and the Tenant releases the Board and Board's agents, employees, contractors, volunteers and servants from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the building or Premises resulting from the building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the building, or resulting directly or indirectly from any act or neglect of any Tenant or occupant of the building or of any other person, including the Board, its agents or employees.

SECTION 15 NOTICE OF DEFECTS

Tenant shall give the Board prompt written notice of accidents or defects on or about or of damages to the Premises or the building of which the Premises are a part.

SECTION 16 QUIET POSSESSION

The Board covenants and agrees that, if Tenant shall perform all the covenants, conditions, and agreements herein contained to be performed on Tenant's part, Tenant shall at all times during the term of this Lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the Premises.

SECTION 17 COMPLIANCE WITH LAWS

It is understood, agreed and covenanted by and between the parties hereto that Tenant at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, Commonwealth of Virginia, Fairfax County Government, Fairfax County School Board, Fairfax County Fire and Rescue Services Office, or other governmental agencies located within Fairfax County. If any act or failure to act on Tenant's part results in a violation of any of the above referred to statutes, ordinances, rules, orders, and regulations, upon due notice, Tenant will act promptly to comply therewith. Any violation of any of the above referred to statutes, ordinances, rules order and regulations is subject to Section 5 of this Agreement.

SECTION 18 SURRENDER OF POSSESSION

Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Premises not the property of the Board, and to yield up to the Board the Premises and all keys and locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Tenant is not herein expressly made liable, excepted.

SECTION 19 BENEFIT AND BURDEN

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives.

SECTION 20 ASSIGNMENT

The Tenant shall not transfer nor assign this Lease, nor let or sublet the whole or any part of the said Premises or permit any other person, firm or corporation to occupy or use any part of said Premises without the written consent of the Board first had and obtained.

SECTION 21 MAILING NOTICES

Any notice which the Board may desire or be required to give the Tenant shall be deemed sufficiently given or rendered, if in writing, delivered to the Tenant by certified or registered mail, return receipt requested, addressed to the Tenant at 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035, or hand-delivered at the Premises. Any notice which the Tenant may desire or be required to give the Board shall be deemed sufficiently given or rendered, if in writing, delivered to the Board by certified or registered mail, return receipt requested, addressed to Facilities Management Department at Fairfax County Government

Center, 12000 Government Center, Suite 424, Fairfax, Virginia 22035, Attention: Leasing Department, or other such places as Tenant or Board may from time to time designate in writing. Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

SECTION 22 LIENS

If any mechanic's lien or liens shall be filed against the Premises for work done or materials furnished to Tenant or its sublessees, Tenant, within thirty (30) days after notice thereof, at its expense will cause such lien or liens to be discharged by filing or causing to be filed the bond or bonds for that purpose required by law or provide other suitable security.

SECTION 23 RULES AND REGULATIONS

Tenant and its agents and employees shall abide by and observe such reasonable rules and/or regulations as may be promulgated from time to time by the Board for the operation and maintenance of the building, provided that the same are in conformity with common practice and usage and are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant. Nothing contained in this Lease shall be construed to impose upon the Board any duty or obligation to enforce such rules and/or regulations, or the terms, conditions or covenants contained in any other Lease as against any other Tenant, and the Board shall not be liable to Tenant as against any other Tenant, and the Board shall not be liable to Tenant for violation of the same by any other Tenant, its employees, agent, business invitees, Tenants, customers, clients, family members or guests.

SECTION 24 AUTHORITY TO CONTRACT

The Board covenants that it has a right to make this Lease for the term aforesaid, and that if Tenant shall perform all of the covenants, terms and conditions of Lease hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Board or any party claiming through or under Board.

SECTION 25 NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Board and Tenant, or to create any other relationship between the parties hereto other than that of Board and Tenant.

SECTION 26 APPLICABLE LAW

The Board and Tenant agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease.

SECTION 27 COMMON AREAS

The Board reserves the right to alter the common areas, as deemed necessary, in the sole discretion of the Board, so long as such alteration does not interfere with the Tenant's reasonable use of the space for the purposes contemplated in contracting for the space. This includes but is not limited to the parking area, grounds, common hallways, walkways, etc. and such right shall not be infringed by Tenant.

SECTION 28 TIME OF ESSENCE

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

SECTION 29 AGREEMENT AND COVENANT

Every term, condition, agreement or provision contained in this Lease that imposes any obligation on Tenant or the Board shall be deemed to be also a covenant by Tenant or the Board.

SECTION 30 SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby.

SECTION 31 HOLDING OVER

If Tenant shall not immediately surrender the either of the Premises on the date of expiration of the term(s) hereof, and subject only to the Board's approval, Tenant shall, by virtue of the provisions hereof become a Tenant on a month to month basis. Tenant, as a monthly Tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Tenant shall give to Landlord at least thirty (30) days written notice of an intention to quit the Premises, and Tenant shall be entitled to thirty (30) days written notice from the Landlord to quit the Premises.

SECTION 32 APPROPRIATIONS

To the extent that there are any financial obligations incurred by the Board under the terms of this Lease, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

SECTION 33 ENTIRE AGREEMENT

This Lease, together with any EXHIBITS attached hereto and referenced herein, contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provisions of this Lease shall be deemed to have been made, unless it be in writing and signed by both parties hereto.

SECTION 34 COUNTERPARTS

This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

WITNESS:

LANDLORD:

The Board of Supervisors for Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035

_____

_____
By: David J. Molchany
Deputy County Executive

WITNESS:

TENANT:

Fairfax 2015, Inc.

_____

_____
By: Bill Knight
President & CEO

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Board Agenda Item
November 18, 2014

ADMINISTRATIVE - 7

Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from the U.S. Department of Homeland Security Grant for the Assistance to Firefighters Grant (AFG)

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Fire and Rescue Department (FRD) to apply for and accept funding, if received, from the U.S. Department of Homeland Security for the Assistance to Firefighters Grant (AFG) in the amount of $2,954,865, including $443,230 in Local Cash Match. The grant application will include funding for five projects, and funding may be awarded for any or all of the individual projects. Funding will be used to purchase a multi-story burn container for full-scale live fire training ($214,250), replace aged thermal imaging cameras ($120,000), install traffic pre-emption devices in heavily congested roadways within Fairfax County ($2,259,000), and expand health and safety programs by increasing the cadre of peer fitness trainers ($12,675) and procuring functional training lockers to support departmental wellness-fitness initiatives ($348,940). The program period is typically one year from the date of the award. There are no positions associated with this grant. Currently, County funding to support the full 15 percent required Local Cash Match of $443,230 has not been identified. Staff is working to identify sufficient balances in the Federal-State Grant fund or General Fund. If, however, no County resources are identified, the County may elect to decline an award.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Fire and Rescue Department to apply for and accept funding, if received, from the U.S. Department of Homeland Security for the 2014 Assistance to Firefighters Grant Program in the amount of $2,954,865, including a required 15 percent Local Cash Match of $443,230. Funding will support five individual projects, including the purchase of a multi-story burn container for full-scale live fire training, the replacement of aged thermal imaging cameras, the installation of traffic pre-emption devices in heavily congested roadways within Fairfax County, the certification of additional peer fitness trainers, and the procurement of functional training lockers to support departmental wellness-fitness initiatives. Grant funding may be awarded for any or all of the projects included in the application. There are no positions associated with this grant.

TIMING:
Board approval is requested on November 18, 2014. FRD has received notification that this application opportunity will open November 3, 2014, with applications typically being due four weeks from the opening of the application period.

BACKGROUND:
The Assistance to Firefighters Grant (AFG) program was originally authorized under the Defense Authorization Bill of 2001, Public Law 106-398, which amended Section 33 of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. 2201 et seq. This program supports the Country's national preparedness goal to prevent, protect, respond, and recover from both terrorist attacks and catastrophic natural disasters. The purpose of the Assistance to Firefighters Grant program is to enhance, through financial assistance, the safety of the public and firefighters regarding fire and fire-related hazards. For program year 2014, approximately $306 million will be available to assist fire departments and non-affiliated EMS organizations across the United States.

Fairfax County Fire and Rescue Department will request funding in the amount of $2,954,865 for five projects, including the purchase of a multi-story burn container for full-scale live fire training, the replacement of aged thermal imaging cameras, the installation of traffic pre-emption devices in heavily congested roadways within Fairfax County, the certification of additional peer fitness trainers, and the procurement of functional training lockers. The total federal share for all five projects, if awarded, will be $2,511,635 and the required 15 percent Local Cash Match will be $443,230. Grant funding may be awarded for any or all of the projects included in the application.

The multi-story burn container ties together several training programs to provide full-scale live fire training including: reading smoke and fire, ventilation, and overall fireground operations. This type of training enables fire personnel to experience realistic conditions encountered in live emergency situations in a safe environment. Firefighters who are exposed to changing smoke and fire conditions, forced to conduct searches in limited visibility, and made to adapt to various fire behaviors during training perform at an optimum level during actual fire emergencies. The cost for this project is $214,250, including $32,138 in Local Cash Match.

Currently the eight heavy rescue units in the County are operating with outdated, obsolete thermal imaging cameras. These cameras are over 10 years old and have reached the end of their useful life. Repair parts are nearly impossible to find and the cameras spend an extraordinary time out of service. When repair parts are available they are extremely expensive, making repairs more costly than replacement in the long-term. The FRD will propose utilizing grant funds to replace 8 thermal imaging cameras. The cost for this project is $120,000, including $18,000 in Local Cash Match.

The FRD has identified a critical need to expand traffic pre-emption devices in Fairfax County. The use of traffic pre-emption has been shown to correlate directly with the improvement of firefighter and citizen safety and the ability to reduce response times to dispatched incidents. This is especially important in Fairfax County where very heavy traffic is a daily impediment to emergency response. Installation of traffic pre-emption devices is a department priority and will allow FRD to improve response times in accordance with NFPA 1710. The cost for this project is $2,259,000, including $338,850 in Local Cash Match.

The FRD's wellness fitness program has made great strides in developing training standards consistent with the health and fitness needs of the fire service. One successful, existing program is Peer Fitness Training (PFT), which trains a cadre of department personnel to implement fitness programs designed to improve the wellness and fitness of uniformed department members. The FRD proposes to expand the PFT program by increasing the cadre of peer fitness trainers. Grant funds will be used to train and certify an additional 13 peer fitness trainers. The cost for this project is $12,675, including $1,901 in Local Cash Match.

The department places stringent fitness requirements on operational personnel and mandates that each operational member pass a rigorous work performance test annually. Because operational personnel must meet certain fitness standards the County places fitness equipment in stations to allow personnel the opportunity to maintain their physical fitness. However, there are several work locations that are too small to accommodate the necessary equipment. The FRD has identified functional training lockers as a solution to this problem. These weatherproof, modified shipping containers will be stored outside the station, and are custom fabricated to anchor and store the equipment necessary to create the ultimate multi-modality training center. The FRD has identified 11 work locations that are in need of functional training lockers. The cost for this project is $348,940, including $52,341 in Local Cash Match.

FISCAL IMPACT:
If awarded, grant funding from the Assistance to Firefighters Grant Program in the amount of $2,954,865, including $443,230 in Local Cash Match, will support the purchase of a multi-story burn container for full-scale live fire training ($214,250), the replacement of aged thermal imaging cameras ($120,000), the installation of traffic pre-emption devices in heavily congested roadways within Fairfax County ($2,259,000), the certification of additional peer fitness trainers ($12,675), and the procurement of functional training lockers to support departmental wellness-fitness initiatives ($348,940). Grant funding may be awarded for any or all of the five projects included in the application.

The Local Cash Match requirement for fire departments serving populations over 50,000 residents is 15 percent of project costs. All non-federal matching funds must be in cash; in-kind contributions are not acceptable. Currently, County funding to support the anticipated Local Cash Match of $443,230 has not been identified. Staff is working to identify sufficient balances in the Federal-State Grant fund or General Fund. If, however, no County resources are identified, the County may elect to decline an award.

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

ENCLOSED DOCUMENTS:
Attachment 1 – Summary of Grant Proposal

STAFF:
David M. Rohrer, Deputy County Executive
Chief Richard R. 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 A. Dyer, Fire and Rescue Department
Chinaka Barbour, Budget Analyst, Fire and Rescue Department

ASSISTANCE TO FIREFIGHTERS GRANT (AFG)
SUMMARY OF GRANT PROPOSAL

Please note, the actual grant application has not yet been completed; therefore, this summary has been provided detailing the specifics of the application.

Grant Title: Assistance to Firefighters Grant (AFG)

Funding Agency: U.S. Department of Homeland Security

Applicant: Fairfax County Fire and Rescue Department

Purpose of Grant: This grant will fund the purchase of a multi-story burn container for full-scale live fire training, the replacement of aged thermal imaging cameras, the installation of traffic pre-emption devices in heavily congested roadways within Fairfax County, the certification of additional peer fitness trainers, and the procurement of functional training lockers to support departmental wellness-fitness initiatives.

Funding Amount: $2,954,865 Total

Proposed Use of Funds:

$214,250	Multi-Story Burn Container
$120,000	Thermal Imaging Cameras
$2,259,000	Traffic Pre-Emption Devices
$12,675	Certification of Peer Fitness Trainers
$348,940	Functional Training Lockers

Target Population: Residents and visitors of Fairfax County and Fairfax County Fire and Rescue Department personnel. These initiatives will increase the safety and awareness of fire department personnel, allowing them to more effectively respond to the needs of residents and visitors of Fairfax County.

Performance Measures: The success of this project will be based on four outcomes:

1) All firefighters successfully completing full-scale live fire training.
2) Improving the chances of finding individuals when responding to fires.
3) Improving firefighter and citizen safety and reducing response times.
4) Improving wellness and fitness of uniformed department members.

Grant Period: The performance period is typically one year from the date of the award.

Board Agenda item
November 18, 2014

ACTION - 1

Adoption of a Resolution Approving the Issuance by Industrial Development Authority of Health Care Revenue Bonds (Inova Health System Project)

ISSUE:
Board adoption of a resolution approving the issuance by the Industrial Development Authority ("IDA") of Fairfax County of its Health Care Revenue Bonds (Inova Health System Project) Series 2014 (the "Bonds"), in an aggregate principal amount not to exceed $740,640,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (the "Board") approve the issuance of the Bonds by adopting the resolution that is set forth as Attachment 1 (the "County Resolution").

TIMING:
Board action is requested on November 18, 2014, so that Inova may proceed to sell and close the bonds to take advantage of favorable market conditions.

BACKGROUND:
In order for Inova to sell the Bonds, this action is required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"). Proceeds of the Bonds will be used by Inova Health System Foundation and its affiliates ("Inova") primarily to finance and refinance the cost of construction, renovation and equipping capital projects at Inova Fairfax Hospital, Inova Mount Vernon Hospital and Inova Fair Oaks Hospital discussed below, additional capital projects for Inova and the refunding of all or a portion of currently outstanding health care revenue bonds previously issued by the IDA for the benefit of Inova.

The Bonds may also support capitalized interest during construction, funding for a debt service reserve for the Bonds if in the opinion of Inova at the time of the sale of the Bonds a debt service reserve fund is warranted, and paying all or a portion of the costs of issuance. The construction, renovation and equipping projects to be financed with the Bonds include:

(a) at Inova Fairfax Hospital, (i) the construction of an approximately 660,000 square foot facility dedicated to women's and children's services, (ii) the construction of an addition to, and renovations of, the existing hospital facilities, and (iii) the construction of an approximately 1,250 space parking garage;

(b) at Inova Mount Vernon Hospital: (i) the construction of a 35-bay emergency department, and (ii) multi-phased interior renovations to the existing sterile processing department;

(c) at Inova Fair Oaks Hospital approximately 15,500 square foot expansion of the surgery department, including four operating rooms, space for registration, pre- and post-operative services, sterile processing and related surgical services;

(d) at Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital, all or a portion of routine or miscellaneous capital improvements, additions, renovations and equipment, including, but not limited to, medical and information technology equipment.

Pursuant to the Act, a copy of the resolution (the "IDA Resolution") adopted by the IDA on November 14, 2014 after the holding of a public hearing, constituting the recommendation of the IDA that the Board of Supervisors approve the issuance of the Bonds is submitted to the County.

Upon adoption of the Resolution, the Chairman of the Board of Supervisors and the County Executive will be authorized to execute a letter evidencing the approval of the Board of Supervisors of the issuance of the Bonds. No further action will be required of the Board of Supervisors for the issuance of the Bonds.

The public hearing referred to above was held by the IDA at 8:30 A.M. on November 14, 2014, at the Fairfax County Government Center, Office of the County Executive, Suite 552, in the Carlton C. Massey Conference Room 554.2A.

FISCAL IMPACT:
As set forth in the Fiscal Impact Statement, the issuance of the Bonds is expected to have no incremental economic fiscal impact. This action does not constitute a debt obligation of the County or the Board and therefore has no impact on the County's financial statements. The Bonds will be entirely supported by the revenues of Inova.

ENCLOSED DOCUMENTS:
Attachment 1 - County Resolution Approving the Issuance of the Bonds
Attachment 2 - Series Resolution of the IDA
Attachment 3 - Fiscal Impact Statement

STAFF:
Joseph LaHait, County Debt Coordinator, Department of Management and Budget
Susan Datta, Chief Financial Officer and Director, Department of Management and Budget

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, November 18, 2014, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, APPROVING, AMONG OTHER THINGS, A PLAN OF FINANCING AND THE ISSUANCE OF NOT EXCEEDING $740,640,000 AGGREGATE PRINCIPAL AMOUNT OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT) SERIES 2014 TO BE ISSUED IN ONE OR MORE SERIES; AND DELEGATING CERTAIN POWERS TO THE COUNTY EXECUTIVE

WHEREAS, Fairfax County, Virginia (the "County") is a political subdivision of the Commonwealth of Virginia exercising public and essential governmental functions pursuant to the Constitution and laws of the Commonwealth of Virginia; and

WHEREAS, on October 28, 1974, the Board of Supervisors of Fairfax County, Virginia (the "Board") adopted by ordinance (the "Ordinance") an emergency amendment to the 1961 Code of the County of Fairfax, Virginia, as amended, providing a new Chapter 15F creating the Industrial Development Authority of Fairfax County, Virginia (the "Authority"), and appointing the initial members thereof and said Ordinance having been duly readopted on December 9, 1974, as required by law; and

WHEREAS, the Ordinance authorizes the Authority to exercise all the powers granted by the Industrial Development and Revenue Bond Act, being Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), including the power to issue revenue bonds of the Authority for the purpose of providing funds to pay the cost of certain projects required or useful for health care purposes; and

WHEREAS, Inova Health Care Services ("Inova Health Care") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital located in Fairfax County, Virginia, and Inova Alexandria Hospital located in the City of Alexandria, Virginia; and

WHEREAS, Loudoun Hospital Center ("Inova Loudoun Hospital") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Loudoun Hospital located in Loudoun County, Virginia; and

WHEREAS, Inova Health System Foundation ("Inova") is the controlling member of Inova Health Care and Inova Loudoun Hospital (collectively with Inova, the "Inova Obligated Group"); and

WHEREAS, the Authority has previously issued its (i) Industrial Development Authority of Fairfax County, Virginia, Variable Rate Demand Obligation Revenue Bonds (Fairfax Hospital System, Inc.), Series 1988A, 1988B, 1988C and 1988D, (ii) Industrial Development Authority of Fairfax County, Virginia, Variable Rate Demand Health Care Revenue Bonds (Inova Health System Project), Series 2000, (iii) Industrial Development Authority of Fairfax County, Virginia, Health Care Revenue Bonds (Inova Health Care System Project), Series 2005A and 2005C, and (iv) Industrial Development Authority of Fairfax County, Virginia, Health Care Revenue Bonds (Inova Health System Project), Series 2009A and Series 2009C (collectively the "Prior Bonds"); and

WHEREAS, the Authority has, by resolution adopted on November 14, 2014 (the "Authority Resolution"), approved a plan of financing and refinancing (the "Plan of Financing") which will entail the issuance by the Authority from time to time of one or more series of its revenue bonds (the "Bonds"), for the purpose of providing funds to undertake any or all of the following: (a) finance and refinance at Inova Fairfax Hospital: (i) the construction of an approximately 660,000 square foot facility dedicated to women's and children's services, (ii) the construction of an addition to, and renovations of, the existing hospital facilities, and (iii) the construction of an approximately 1,250 space parking garage; (b) finance and refinance at Inova Mount Vernon Hospital: (i) the construction of a 35-bay emergency department; and (ii) multi-phased interior renovations to the existing sterile processing department; (c) finance and refinance at Inova Fair Oaks Hospital an approximately 15,500 square foot expansion of the surgery department, including four operating rooms, space for registration, pre- and post-operative services, sterile processing and related surgical services; (d) finance or refinance at Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital, all or a portion of routine or miscellaneous capital improvements, additions, renovations and equipment, including, but not limited to, medical and information technology equipment (the construction, renovation, equipping and improvements set forth in clauses (a) through (d) are collectively referred to herein as the "Project"); (e) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (f) finance or refinance a portion of interest accruing on the Bonds during the construction period and a reasonable period thereafter; (g) refund, convert or restructure all or any portion of the Prior Bonds; (h) fund a portion of interest accruing on the Bonds; and (i) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds; the Bonds shall be issued in an aggregate principal amount not to exceed $200,000,000 for the Project, plus amounts as may be necessary for the refunding of the Prior Bonds in an aggregate amount not to exceed $540,640,000; and

WHEREAS, the Authority has delivered or caused to be delivered to the Board the following: (i) a reasonably detailed summary of the comments expressed at the public hearing held by the Authority in connection with the Plan of Financing, the issuance of the Bonds and the refunding of the Prior Bonds; (ii) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act; and (iii) a copy of the Authority Resolution setting

forth the recommendation of the Authority that the Board approve the Plan of Financing including the issuance of the Bonds; and

WHEREAS, the Board has determined that it is necessary at this time to approve the Plan of Financing, including the issuance of the Bonds, in an aggregate principal amount set forth above to promote the improvement of the health and living conditions of the people of the County and the Commonwealth of Virginia, improve health care and otherwise aid in improving the prosperity and welfare of the County and the Commonwealth of Virginia and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia:

Section 1. The Board hereby approves the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series in an aggregate principal amount not exceeding Seven Hundred Forty Million, Six Hundred Forty Thousand Dollars ($740,640,000) as described herein for the purpose of providing funds to (a) finance and refinance the costs of the Project; (b) undertake the refunding of all or any portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) fund a portion of the interest accruing on the Bonds; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

Section 2. The Chairman of the Board of Supervisors and the County Executive or his designee are hereby authorized and directed, on behalf of the Board, to take any and all actions necessary, including the execution of any documents, to carry out the Plan of Financing and to consummate the issuance and sale of the Bonds in conformity with the provisions of this resolution.

Section 3. The approval of the Plan of Financing and the issuance of the Bonds and the refunding of all or any portion of the Prior Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act, does not constitute an endorsement to any prospective purchaser of the Bonds of the creditworthiness of Inova, or any of its affiliates, and, as required by the Act, the Bonds shall provide that neither the Commonwealth of Virginia, the County nor the Authority shall be obligated to pay the principal of, the redemption premium, if any, or the interest on the Bonds or other costs incident thereto except from the revenues and funds pledged therefor and neither the faith or credit nor the taxing power of the Commonwealth of Virginia, the County or the Authority shall be pledged thereto.

Section 4. The approval by the Board of the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series, from time to time, and the refunding, conversion or restructuring of all or a portion of the Prior Bonds as provided herein, does not constitute the granting of approval for purposes of, or the waiver or rights, or rights of approval, with respect to any other regulatory functions of the County concerning any of the facilities financed or refinanced with the proceeds of the Bonds that lie within the County, including but not limited to permits, zoning, and availability fees.

Section 5. This Resolution shall take effect immediately.

A Copy Teste:

_____

Catherine Chianese
Clerk to the Board of Supervisors

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SERIES RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, HEALTH CARE REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT), SERIES 2014 TO BE ISSUED IN ONE OR MORE SERIES, AND APPROVAL OF THE PLAN OF FINANCING

WHEREAS, the Industrial Development Authority of Fairfax County, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to enter into loan agreements, contracts, deeds and other instruments for the purpose of financing or refinancing certain facilities, including medical facilities and other facilities owned and operated or used by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to the end that the Authority may protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia, and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Inova Health Care Services ("Inova Health Care") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital, located in Fairfax County, Virginia, and Inova Alexandria Hospital, located in the City of Alexandria, Virginia; and

WHEREAS, Loudoun Hospital Center ("Inova Loudoun Hospital") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Loudoun Hospital, located in Loudoun County, Virginia; and

WHEREAS, Inova Health System Foundation ("Inova") is the controlling member of Inova Health Care and Inova Loudoun Hospital (collectively with Inova, the "Inova Obligated Group"); and

WHEREAS, the Authority has been requested by Inova to approve a plan of financing and refinancing (the "Plan of Financing") which will entail the issuance by the Authority from time to time of one or more series of its revenue bonds (the "Bonds") for the purpose of providing funds to: (a) finance and refinance at Inova Fairfax Hospital: (i) the construction of an approximately 660,000 square foot facility dedicated to women's and children's services, (ii) the construction of an addition to, and renovations of, the existing hospital facilities, and (iii) the construction of an approximately 1,250 space parking garage; (b) finance and refinance at Inova Mount Vernon Hospital: (i) the construction of a 35-bay emergency department; and (ii) multi-phased interior renovations to the existing sterile processing department; (c) finance and refinance at Inova Fair Oaks Hospital an approximately 15,500 square foot expansion of the

surgery department, including four operating rooms, space for registration, pre- and post-operative services, sterile processing and related surgical services; (d) finance or refinance at Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital, all or a portion of routine or miscellaneous capital improvements, additions, renovations and equipment, including, but not limited to, medical and information technology equipment (the construction, renovation, equipping and improvements set forth in clauses (a) through (d) are collectively referred to herein as the "Project"); (e) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (f) fund a portion of interest accruing on the Bonds during the construction period and a reasonable period thereafter; (g) refund, convert or restructure all or a portion of the Authority's outstanding Health Care Revenue Bonds (Inova Health System Project), Series 1988 (the "Series 1988 Bonds"), Series 2000 (the "Series 2000 Bonds"), Series 2005A-1, Series 2005A-2, Series 2005C-1 and Series 2005C-2 (collectively, the "Series 2005 Bonds"), and Series 2009A and Series 2009C (collectively, the "Series 2009 Bonds"); and (h) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds; the Bonds shall be issued in an approximate aggregate principal amount of $200,000,000 for the Project, plus amounts as may be necessary for the refunding of the Refunded Bonds (as defined below) in an amount not to exceed $540,640,000; and

WHEREAS, the Authority has previously issued the Series 1988 Bonds, the Series 2000 Bonds, the Series 2005 Bonds and the Series 2009 Bonds for the benefit of the Inova Obligated Group bearing interest at either fixed rates or variable rates from time to time (collectively, the "Outstanding Bonds"); and

WHEREAS, given the current interest rate environment, Inova is actively monitoring each series of Outstanding Bonds for the purpose of determining potential maturities of such series that may be refunded or for which interest rates may be converted, for the purpose of achieving debt service savings, reducing variable rate exposure or achieving another valid corporate purpose (such Outstanding Bonds are referred to as the "Refunded Bonds"); and

WHEREAS, Inova has described the benefits of the Plan of Financing, including the pursuing of refinancing or otherwise restructuring or conversion of the Refunded Bonds, and has requested that the Authority take action, including the issuance of revenue bonds under the Act in such amount or amounts as may be necessary to provide funds to undertake the Plan of Financing, including the refunding or restructuring or conversion of the Refunded Bonds; and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined that the Plan of Financing and the issuance of its Health Care Revenue Bonds (Inova Health System Project) Series 2014 in one or more series from time to time (the "Bonds") will accomplish the purposes of the Act and promote the safety, health, welfare, convenience and prosperity of the inhabitants of the Commonwealth of Virginia and Fairfax County and surrounding areas; and

WHEREAS, the Bonds may be issued in multiple series from time to time at either fixed interest rates or variable interest rates, as further described herein; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, is required under federal and state law to approve the Plan of Financing and the issuance of the Bonds by the Authority; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Bonds:

(a) one or more Contracts of Purchase, including the Letter of Representations of the Inova Obligated Group attached thereto (collectively, the "Contract of Purchase"), by and between the Authority and Morgan Stanley & Co. LLC., as representative of the purchasers referred to in the Contract of Purchase (collectively, the "Underwriters"), relating to the Bonds;

(b) one or more Trust Agreements (collectively, the "Trust Agreement"), between the Authority and U.S. Bank National Association, as Bond Trustee (the "Bond Trustee"), securing the Bonds;

(c) one or more Loan Agreements (collectively, the "Loan Agreement"), between the Authority and Inova Health System Foundation ("Inova"), relating to the Bonds; and

(d) one or more Preliminary Official Statements of the Authority in connection with the offering and sale of the Bonds (collectively, the "Preliminary Official Statement"); and collectively with the documents referred to in paragraphs (a) through (c) above, the "Financing Documents".

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal and purchase price (if applicable) of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Bonds to finance and refinance the Project and refund, convert or restructure the Refunded Bonds will accomplish the public purposes set forth in the Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreement or the Loan Agreement.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby approves the Plan of Financing and hereby authorizes the issuance of the Bonds for the purpose of providing funds to (a) finance or refinance all or a portion of the cost of the Project, (b) provide for the refunding or restructuring or conversion of all or any portion of the Refunded Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance or refinance a

portion of interest accruing on the Bonds during the construction period and a reasonable period thereafter; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

The Bonds shall be issued as fully registered bonds in denominations permitted by the provisions of the Trust Agreement. The Bonds shall be issuable in book-entry form, as provided in the Trust Agreement. The Bonds shall bear interest and be payable as provided in the Trust Agreement. Payments of principal of and interest on the Bonds shall be made by the Bond Trustee to the registered owners of the Bonds in such manner as is set forth in the Trust Agreement.

The Bonds are hereby authorized to be issued in multiple series from time to time bearing the series designation of the year of issuance and a letter designation to be established prior to or concurrently with the issuance thereof.

Section 3. The Bonds shall be subject to optional, extraordinary optional and mandatory redemption, and in the case of Bonds bearing interest at variable rates, optional and mandatory tender for purchase at the times, upon the terms and conditions, and at the prices set forth in the Trust Agreement.

Section 4. The Board hereby delegates to the Chairman of the Authority or, in his absence, the Vice-Chairman of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Bonds:

(A) To determine the aggregate principal amount of the Bonds; the aggregate principal amount of all series of Bonds authorized hereunder for the purposes described in the preamble to this Series Resolution, not to exceed $200,000,000 for purposes of providing funds for the Project, and not to exceed $540,640,000 for the purpose of providing for the refinancing, restructuring or conversion of the Refunded Bonds;

(B) To determine the maturities and maturity amounts of, and the Sinking Fund Requirements for, the Bonds, no such maturity to extend beyond December 1, 2054;

(C) To approve the sale of the Bonds in accordance with the provisions of Section 9 of this Series Resolution, provided that the purchase price for the Bonds shall not be less than ninety-seven percent (97.00%) of the par amount of the Bonds; and

(D) To determine any other terms or provisions for the Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreement, the Loan Agreement, and the Contract of Purchase, pursuant to Sections 6 and 7, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairman of the

Authority or, in his absence, the Vice-Chairman pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Bonds shall be applied as provided in Section 2.07 of the Trust Agreement and in a closing certificate of the Authority.

Section 6. The forms, terms and provisions of the Trust Agreement and the Loan Agreement are hereby approved in all respects, and the Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute and deliver the Trust Agreement and the Loan Agreement in substantially the forms presented to this meeting, together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary or appropriate, including but not limited to changes, modifications and deletions necessary to incorporate the final terms of the Bonds as shall be set forth in the Contract of Purchase; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Contract of Purchase are hereby approved in all respects, and the Chairman or Vice-Chairman of the Authority is hereby authorized and directed to execute and deliver the Contract of Purchase in substantially the form presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairman or Vice-Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The forms of the Bonds set forth in the Trust Agreement are hereby approved in all respects, and the Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such forms of the Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Bonds in definitive form, which shall be in substantially the forms presented to this meeting together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent with the Trust Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 9. The Authority hereby approves the award of the Bonds to the Underwriters at a price of not less than ninety-seven percent (97.00%) of the principal amount of the Bonds, subject to the approval thereof by the Chairman of the Authority or, in his absence, the Vice-Chairman of the Authority.

Section 10. Upon their execution in the forms and manner set forth in the Trust Agreement, the Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Bonds and the Bond Trustee shall deliver the Bonds to the Underwriters against payment therefor, subject to the provisions of Section 2.07 of the Trust Agreement.

Section 11. The Preliminary Official Statement is hereby approved in the form presented at this meeting, and the Chairman or Vice-Chairman is hereby authorized to execute,

on behalf of the Authority, one or more Official Statements in substantially the form of the Preliminary Official Statement (collectively, the "Official Statement"), together with such changes, modifications and deletions as the Chairman or Vice-Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution shall be conclusive evidence of the approval thereof by the Authority. The Authority hereby approves and authorizes the distribution and use of copies of the Preliminary Official Statement, the Official Statement, the Trust Agreement, the Loan Agreement and the other Financing Documents by the Underwriters in connection with such sale.

Section 12. U.S. Bank National Association, Richmond, Virginia, is hereby appointed Bond Trustee for the Bonds.

Section 13. The Depository Trust Company ("DTC"), New York, New York is hereby appointed as the initial Securities Depository for the Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Bonds.

Section 14. Charles R. Rainey, Jr., Chairman of the Authority, and Robert Surovell, Secretary of the Authority, are each hereby appointed an Authority Representative, with full power to carry out the duties set forth in the Trust Agreement and the Loan Agreement.

Section 15. The Chairman, the Vice-Chairman, the Secretary and any Assistant Secretary of the Authority alone or together are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments, including any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments to be entered into by the Authority in connection with the issuance of the Bonds and the redemption, restructuring, conversion, or purchase of the Refunded Bonds, as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Trust Agreement, the Loan Agreement, the Contract of Purchase and the Official Statement, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 16. The Authority hereby recommends that the Board of Supervisors of Fairfax County, Virginia (the "Board") approve the Plan of Financing and the issuance of the Bonds.

Section 17. The Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to deliver to the Board (a) a reasonably detailed summary of the comments expressed at the public hearing held in connection with the Plan of Financing, including the issuance of the Bonds and the refunding of the Refunded Bonds, (b) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act and (c) a copy of this Series Resolution, which constitutes the recommendation of the Authority that the Board approve the Plan of Financing including the issuance of the Bonds.

Section 18. This Series Resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned Chairman of the Industrial Development Authority of Fairfax County, Virginia (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on November 14, 2014, in accordance with law, with a quorum present and acting throughout, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

Dated: November 14, 2014

_____

Chairman of Industrial Development Authority
of Fairfax County, Virginia

Attachment 3

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: November 14, 2014

To the Board of Supervisors
of Fairfax County, Virginia

Applicant: Inova Health System Foundation and Affiliates
Facility: Health Care Facilities in Fairfax County

			Fairfax County
1.		Maximum amount of financing sought.	$200,000,000*
2.		Estimated taxable value of the facility's real property to be constructed in the locality.	0
3.		Estimated real property tax per year using present tax rates.	0
4.		Estimated personal property tax per year using present tax rates.	0
5.		Estimated merchants' capital tax per year using present tax rates.	0
6.	(a)	Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	$9,600,000
	(b)	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	$24,000,000
	(c)	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	$12,800,000
	(d)	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	$20,300,000
7.		Estimated number of regular employees on year round basis.	0
8.		Average annual salary per employee.	0

Chairman, Industrial Development Authority
of Fairfax County, Virginia

* Plus amounts as may be needed to refund certain outstanding bonds. Incremental economic fiscal impact is anticipated through spending on the new projects over 3 years at the average amount per year noted above.

Board Agenda Item
November 18, 2014

ACTION - 2

Approval of a Memorandum of Understanding with the Town of Clifton, Virginia (the Town) for Fairfax County to Operate a Virginia Stormwater Management Program for the Town

ISSUE:
Resolution authorizing the County Executive to execute a Memorandum of Understanding (MOU) with the Town of Clifton, Virginia (the Town) for Fairfax County to operate a Virginia Stormwater Management Program (VSMP) for the Town and provide related services.

RECOMMENDATION:
The County Executive recommends that the Board adopt a resolution authorizing him to execute a MOU with the Town for the County to operate a VSMP for the Town as set forth in Attachment I. The MOU has been prepared by the Department of Public Works and Environmental Services (DPWES) and the Office of the County Attorney and coordinated with Town staff and the Town's Attorney.

TIMING:
Board action is requested on November 18, 2014. The MOU will be effective upon execution by both parties.

BACKGROUND:
The Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24 et seq.) requires counties to operate VSMPs for towns within their boundaries that choose not to establish their own VSMPs or have their VSMPs operated by the Department of Environmental Quality (DEQ). On February 4, 2014, Clifton's Town Council passed a resolution stating their intent to be covered by the County's VSMP (Attachment II). The other towns within the County's boundaries, Herndon and Vienna, will operate their own VSMPs.

The Town has a very limited number of proposed developments and does not employ professional staff to conduct construction plan reviews, site inspections, and process securities for proposed development projects. Review of construction plans is typically contracted out to a private engineering firm. Under existing agreements,the County administers the Virginia Uniform Statewide Building Code for the Town and the Town's Erosion and Sediment Control Program.

Under the proposed MOU, DPWES will: 1) review all site or construction plans for proposed developments in the Town to determine compliance with the Stormwater Management Ordinance; 2) perform site inspections during construction of the developments to monitor compliance with the Stormwater Management Ordinance; 3) require developers to sign all agreements and post all securities deemed necessary by the County to ensure construction of stormwater management and water quality controls; 4) require developers to comply with the required inspection, certification and testing procedures for stormwater management and water quality control facilities; 5) require developers to provide completed registration statements, notices of termination, and other required documentation for state permits, relating to stormwater management regulations; and 6) provide the Town with written notification when a development subject to regulation under the Stormwater Management Ordinance has passed final inspection. Additionally, the MOU authorizes the Director, DPWES, to enforce the Stormwater Management Ordinance in the Town. The Town, or its' agent, will continue to review construction plans for proposed developments for compliance with all other provisions of the Town Code and issue occupancy permits. The MOU would be in force until terminated by mutual agreement of both parties or by either party upon six months written notice.

FISCAL IMPACT:
DPWES can accommodate the Town's request to provide the services set forth in the MOU with existing resources. Only four construction plans have been submitted to the County since January 1, 2012, for review under the existing agreement with the Town for the County to administer the Town's Erosion and Sediment Control Program. Under the MOU, these plans also would have been reviewed for compliance with VSMP requirements. The County will collect fees to cover the cost of plan reviews, site inspections and monitoring of development projects. Therefore, there is no significant fiscal impact.

REGULATORY IMPACT:
There is a regulatory impact to the Town in that proposed developments will be subject to the County's Stormwater Management Ordinance.

ENCLOSED DOCUMENTS:
Attachment I – Memorandum of Understanding with the Town
Attachment II – February 4, 2014, Clifton Town Council Resolution

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

Attachment 1

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF FAIRFAX, VIRGINIA
AND
THE TOWN OF CLIFTON, VIRGINIA

THIS MEMORANDUM OF UNDERSTANDING is hereby entered into as of the ____ day of _____, 2014, between the County of Fairfax, Virginia ("County"), and the Town of Clifton, Virginia ("Town").

Recitals

WHEREAS, on January 28, 2014, the County adopted Chapter 124 of the Code of the County of Fairfax, Virginia ("Stormwater Management Ordinance"), effective July 1, 2014, pursuant to Va. Code Ann. § 62.1-44.15:24, et seq. and the Virginia Stormwater Management Program ("VSMP") Regulation (9 VAC §§ 25-870, et seq.); and

WHEREAS, by adoption of the Stormwater Management Ordinance and approval by the State Water Control Board, the County will become a VSMP Authority for land disturbing activities; and

WHEREAS, Article 9 of the Stormwater Management Ordinance prohibits discharges of pollutants into the County municipal separate storm sewer system and waters of the Commonwealth of Virginia that lie within the jurisdictional boundaries of the County; and

WHEREAS, water quality and quantity control measures may be required for certain proposed developments, and to ensure construction of such control measures, the developer may be required to enter into agreements and provide financial security deemed necessary by the County; and

WHEREAS, the Director, Department of Public Works and Environmental Services ("DPWES"), is responsible for the administration and enforcement of the Stormwater Management Ordinance; and

WHEREAS, 2014 Va. Acts c. 303 provides that the Town may decide, but shall not be required, to become subject to the County's VSMP; and

WHEREAS, the Town has not adopted a VSMP; and

WHEREAS, it is the desire of the Town to be subject to the Stormwater Management Ordinance as evidenced by the Resolution of the Town dated February 4, 2014, which is attached hereto.

NOW THEREFORE, the County and the Town agree as follows:

1. The Town shall adopt by resolution Chapter 124 of the Code of the County of Fairfax, Virginia.

2. The County shall review all site or construction plans for proposed developments in the Town to determine compliance with the Stormwater Management Ordinance and perform site inspections during construction of the developments to monitor compliance with such ordinances.

3. The Town shall review site or construction plans for proposed developments for compliance with all other provisions of The Code of the Town of Clifton ("Town Code"), Virginia, excluding review of provisions related to the Stormwater Management Ordinance and the Erosion and Sediment Control Ordinance, Chapter 104 of the Code of the County of Fairfax, Virginia, which is adopted by reference in Chapter 12 of the Town Code. The Town shall conduct all required site inspections except as referenced above.

4. The Town is not entitled to any fees or penalties collected by the County in the administration or enforcement of the Stormwater Management Ordinance.

5. The County shall require the Developer to sign all agreements and post all security deemed necessary by the County to ensure construction of stormwater management and water quality controls, as required by DPWES. The County shall require the Developer to comply with the required inspection, certification and testing procedures for stormwater management and water quality control facilities as set forth in the Fairfax County Public Facilities Manual and established policies and submit the appropriate documentation to DPWES.

6. In accordance with Fairfax County's fee schedule, the County shall assess fees for VSMP related plan reviews, including but not limited to the review of stormwater management plans and erosion and sediment control plans, and fees for associated site inspections.

7. The Town shall not be entitled to any fees, escrows, and/or penalties collected by the County pursuant to the Memorandum.

8. The County shall provide the Town with written notification when a development subject to regulation under the Stormwater Management Ordinance has passed final inspection, and the Town may then issue the occupancy permit.

9. The County shall require Developers to provide completed registration statements, notices of termination, and other required documentation for state permits, relating to stormwater management regulations, to ensure that the state permits are acquired, kept up to date, and terminated upon completion of construction.

10. The Director of DPWES is authorized to enforce all requirements of the Stormwater Management Ordinance applicable to development projects in the Town and enforce such requirements as may be necessary.

11. All obligations of the County shall be subject to annual appropriations from the Board of Supervisors, Fairfax County, Virginia.

12. This Memorandum shall be effective upon the date of the last signature.

13. This Memorandum may be amended by written agreement signed by both parties.

14. This Memorandum may be terminated by mutual agreement of the parties or by either party upon six (6) months written notice to the non-terminating party.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved and executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

By: _____
Edward L. Long Jr.
County Executive
Fairfax County, Virginia

Commonwealth of Virginia:
County of Fairfax, to wit:

The foregoing Memorandum of Understanding was acknowledged before me by Edward L. Long Jr., County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia, this _____day of _____, 2014.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

TOWN OF CLIFTON, VIRGINIA

By: _____
William R. Holloway, Mayor
Town of Clifton, Virginia

Commonwealth of Virginia:
County of Fairfax, to wit:

The foregoing Memorandum of Understanding was acknowledged before me by William R. Holloway, Mayor, Town of Clifton, Virginia, this _____day of _____, 2014.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

TOWN OF CLIFTON

Resolution Concerning

Establishment of a Mandated Virginia Stormwater Management Program

The Town Council of the Town of Clifton hereby resolves that the Town be covered by the proposed Fairfax County ordinance establishing the required Virginia Stormwater Management Program (VSMP) (Pursuant to Article 1.1 (§ 10.1-603.2 et seq.) of Chapter 6 of Title 10.1 of the Code of Virginiaand the Virginia Stormwater Management Program (VSMP) Permit Regulations [4VAC50-60], including the General Permit for Discharges of Stormwater from Construction Activities [Part XIV (4VAC50-60-1100 et seq.)].), and work with Fairfax County to implement operation of the aforementioned program within the Town of Clifton.

The goal is to effectuate by agreement the establishment of Fairfax County as the administrative authority for the required Virginia Stormwater Management Program referenced above within the Town of Clifton.

Certification

The foregoing is a true copy of the resolution duly adopted by the Town Council of the Town of Clifton, Virginia at a meeting duly called and held February 4, 2014.

Name: Kathleen Barton

Title: Town Clerk

Board Agenda Item
November 18, 2014

ACTION – 3

Approval of a Representative to the Joint Chesapeake Bay Total Maximum Daily Load Action Plan and Advisory Committee with the Town of Herndon and the Town of Vienna for Fairfax County, Virginia

ISSUE:
On April 1, 2014, Fairfax County (County) executed agreements with the Towns of Herndon and Vienna (Towns) to share responsibility for certain stormwater services and related stormwater service district fee revenue. The executed agreements state that each governing body or its selected representative shall participate on a Joint Action Plan Advisory Committee to develop a Joint Chesapeake Bay Total Maximum Daily Load (TMDL) Action Plan.

RECOMMENDATION:
The County Executive recommends that the Director of the Department of Public Works and Environmental Services (DPWES) be selected as the representative to participate on the Joint Action Plan Advisory Committee. The County Executive also recommends that the Director of DPWES be authorized to appoint a designee to participate in their place.

TIMING:
Board action is requested on November 18, 2014. The Towns' portions of the Joint Chesapeake Bay TMDL Action Plan must be completed by June 30, 2015. The County's forthcoming Municipal Separate Storm Sewer System permit will specify the time the County has to complete its portion of the Joint Plan.

BACKGROUND:
The County adopted a Stormwater Service District, which included the Towns, in 2010 to provide a dedicated funding source in response to federal and state stormwater mandates. In 2012, the Virginia Assembly passed Virginia Code § 15.2-2403.3 that would require the County to return to the Towns all Stormwater Service District revenues collected from property within the Towns, if requested. Staff from the County and Towns reviewed the most cost-effective options for each community to meet the Chesapeake Bay requirements mandated by the state and recommended a coordinated partnership to address stormwater mandates.

As a result, on April 1, 2014, the County entered into executed agreements with each Town to share certain stormwater fees and responsibility for related services. Each of the executed agreements states that the County will develop a Joint Chesapeake Bay TMDL Action Plan in lieu of each locality establishing a separate Action Plan. The agreements state that each governing body or its selected representative shall participate on a Joint Action Plan Advisory Committee for development and implementation of the Joint Chesapeake Bay TMDL Action Plan.

FISCAL IMPACT:
No fiscal impact is associated with the appointment of a representative to participate on this Advisory Committee for the Joint Chesapeake Bay TMDL Action Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Cooperative Agreement between the Fairfax County Board of Supervisors and the Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Services
Attachment 2: Cooperative Agreement between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Services

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, DPWES

ATTACHMENT 1

County of Fairfax, Virginia

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

Office of the County Attorney
Suite 549, 12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Phone: (703) 324-2421; Fax: (703) 324-2665
www.fairfaxcounty.gov

April 2, 2014

Richard B. Kaufman, Town Attorney
730 Elden Street
PO Box 427
Herndon, VA 20172-0427

Re: Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Services

Dear Richard,

I am enclosing two fully endorsed originals of the above referenced agreement. Should you have any questions, please contact me at (703) 324-2421. Thank you.

Sincerely,

Christopher A. Costa
Assistant County Attorney

Enclosure

cc: Randy Bartlett, Deputy Director, DPWES

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APR - 7 2014
WWP & MONITORING DIVISION

COOPERATIVE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF HERNDON TO SHARE CERTAIN STORMWATER SERVICE DISTRICT FEES AND RESPONSIBILITY FOR RELATED SERVICES

This Agreement ("Agreement") is entered into on this _____ day of _____, 2013, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("FAIRFAX" or the "County"), the TOWN OF HERNDON, VIRGINIA ("HERNDON" or the "Town") (collectively as the "Parties" or "the Governing Bodies").

WITNESSETH:

WHEREAS the Town of Herndon is located within Fairfax County; and

WHEREAS Fairfax County and the Town of Herndon each maintain, operate, and improve stormwater systems that affect one another; and

WHEREAS FAIRFAX and HERNDON have cooperated with each other to maintain, operate, and improve their collective stormwater systems and wish to continue such cooperation in the future in the best interests of their residents; and

WHEREAS pursuant to Va. Code Ann. § 15.2-2400, FAIRFAX has established a Stormwater Service District ("Service District), and is authorized, pursuant to Va. Code Ann. § 15.2403(6) to levy and collect an annual fee upon any property located within such Service District ("the Service District Fee"); and

WHEREAS the Town of Herndon is located within Fairfax County's Service District; and

WHEREAS, pursuant to this Va. Code Ann. § 15.2-2403(6), Fairfax County collects revenues from properties located within the Town of Herndon; and

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2403.3 (2012), by virtue of the Town's maintenance of an MS4 permit and its location within the Service District, the Town is entitled to any of the Service District Fee revenues collected by Fairfax County within the town; and

WHEREAS, the actual amount of revenues collected from the Service District Fee will vary from year to year; and

WHEREAS, each MS4 permit assigns jurisdiction-specific, pollutant-load-reduction requirements for nitrogen, phosphorus, and sediment to address the Chesapeake Bay Total Maximum Daily Load (referred to herein as "TMDL") and requires each MS4-permit jurisdiction to develop a Chesapeake Bay TMDL Action Plan to demonstrate how reductions will be achieved and tracked in the respective MS4-permit jurisdiction; and

WHEREAS, while each MS4-permit jurisdiction is ultimately responsible for compliance with its MS4 permit, MS4 permits allow and encourage cooperation and coordination among permit holders, and such cooperation and coordination can mutually benefit MS4-permit jurisdictions through more effective and cost-efficient protection of water resources in each jurisdiction; and

WHEREAS, HERNDON and FAIRFAX wishes to be able to terminate this Agreement as set forth by the terms herein if, pursuant to applicable law, either locality chooses not to participate in this Agreement or chooses not to share the Stormwater Service District Fees, pursuant to Virginia Code Ann 15.2-2403.3 or any other existing or future applicable law; and

WHEREAS FAIRFAX and HERNDON have determined and agreed that the best interests of each locality's residents are fulfilled if FAIRFAX and HERNDON share the Service District Fees collected by FAIRFAX from properties within HERNDON to assist HERNDON in maintaining, operating, and improving HERNDON's stormwater system to achieve the goals of effective regional water quality improvement and local initiatives in these localities;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, so long as FAIRFAX continues to administer the Service District in FAIRFAX that encompasses HERNDON and so long as HERNDON qualifies to receive the Service District Fees collected by FAIRFAX from properties within HERNDON, FAIRFAX and HERNDON agree as follows:

1. FAIRFAX and HERNDON will continue to engage in a coordinated approach to maintain and operate their respective stormwater systems throughout the incorporated and unincorporated parts of FAIRFAX. Moreover, FAIRFAX and HERNDON will engage in a coordinated approach for future improvements to their respective stormwater systems.

2. This Agreement's duration shall be for one fiscal year and shall renew at the beginning of each fiscal year thereafter unless terminated pursuant to the terms set forth herein below. For the purposes of this Agreement, "fiscal year" shall mean Fairfax County's fiscal year, which at the time of the execution of this agreement, ends on June 30.

3. This Agreement's purpose is to set forth how the Parties shall share revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within HERNDON, and the respective obligations of the Parties with respect to the stormwater management services described herein.

STORMWATER FEE REVENUE SHARING

4. FAIRFAX shall collect all revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within the Town of Herndon

5. Revenues actually collected throughout the Service District are referred to herein as "STORMWATER FEE REVENUES."

6. At the end of each fiscal year, FAIRFAX shall calculate the total amount of stormwater fee revenues that were actually collected from properties within HERNDON separately from the amount of stormwater fee revenues collected elsewhere in FAIRFAX (the "HERNDON STORMWATER FEE)."

7. On or before October 30th of each fiscal year, FAIRFAX shall estimate the anticipated HERNDON STORMWATER FEE for that year, and shall pay to HERNDON an amount equal to twenty-five percent (25%) of the estimated HERNDON STORMWATER FEE for that fiscal year, rounded to the nearest penny (the "PAID HERNDON REVENUES)."

8. The Parties acknowledge and agree that PAID HERNDON REVENUES may be more or less than the amount that is actually due and owing to HERNDON, and which amount is calculated at the end of each fiscal year.

9. If the PAID HERNDON REVENUES for a particular fiscal year are determined to have been less than 25% of the HERNDON STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall pay HERNDON the difference between the PAID HERNDON REVENUES and 25% of the HERNDON STORMWATER FEE actually collected for that fiscal year. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID HERNDON REVENUES.

10. If the PAID HERNDON REVENUES for a particular fiscal year are determined to have been more than 25% of the actual HERNDON STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall deduct the difference between the PAID HERNDON REVENUES and 25% of the HERNDON STORMWATER FEE actually collected for that fiscal year from the amount that FAIRFAX pays for the next fiscal year's PAID HERNDON REVENUES.

11. Once FAIRFAX has determined the amount of the actual HERNDON STORMWATER FEE, which shall occur within 90 days of the fiscal year end, FAIRFAX shall forward this amount to the Town's Town Manager in writing ("FINAL ACCOUNTING"). If HERNDON disputes the amount of the FINAL ACCOUNTING, then within 30 days of the Town Manager's receipt of this FINAL ACCOUNTING, HERNDON, or its designee, shall state the complete factual basis for any such dispute in writing to the Fairfax County Executive, and the PARTIES shall endeavor in good faith to resolve any such dispute. Upon the resolution of any such dispute, or if HERNDON fails to dispute the amount of the FINAL ACCOUNTING within 30 days of the Town Manager's receipt thereof, then HERNDON shall be deemed to have

accepted payment of the respective fiscal year's PAID HERNDON REVENUES, and HERNDON waives any right to and shall not request from FAIRFAX the 75% balance of HERNDON STORMWATER FEE for that fiscal year. HERNDON's waiver of any such balance, however, is conditioned upon FAIRFAX's obligations to HERNDON pursuant to this Agreement.

12. Pursuant to Va. Code Ann. § 15.2-2403.3 HERNDON shall expend the PAID HERNDON REVENUES only for costs directly related to HERNDON's stormwater systems and not for non-stormwater-system costs, such as public safety, schools, or road maintenance.

13. Under this Agreement, HERNDON is not required to expend any of the PAID HERNDON REVENUES within any specific time. This Agreement does not affect any other authority that HERNDON might have to carry over revenues from year-to-year or to expend revenues in one fiscal year when the revenues were collected in a previous fiscal year.

14. If, at any time in the future, HERNDON becomes unincorporated or ceases to qualify to receive PAID HERNDON REVENUES for any reason or terminates its stormwater program or ceases to maintain its stormwater systems, none of the previously PAID HERNDON REVENUES shall be expended for anything other than the maintenance, operation, and improvement of HERNDON's stormwater systems. If any such amounts are returned to FAIRFAX they may be used for other qualified uses in the Service District as FAIRFAX, or its designee, in its sole discretion, deems appropriate.

JOINT CHESAPEAKE BAY TMDL ACTION PLAN AND ADVISORY COMMITTEE

15. In accordance with their respective MS4 permits, FAIRFAX and HERNDON will develop a Joint Chesapeake Bay TMDL Action Plan (referred to herein as the "Joint Action Plan") in lieu of each locality's establishing its own Chesapeake Bay TMDL Action Plan. The Town of Vienna, Virginia, may participate in the Joint Action Plan.

16. FAIRFAX will implement and maintain the Joint Action Plan in a manner that is sufficient to ensure that both FAIRFAX and HERNDON comply with their respective MS4 permit obligations.

17. Consistent with the Parties' respective MS4 permits, the Joint Action Plan shall be developed and implemented as follows:

a. Each governing body, or its designee, shall select representative to establish a Joint Action Plan Advisory Committee (hereinafter referred to as the "Advisory Committee ").

b. The Town of Vienna, Virginia, may also participate in the Advisory Committee and may select its own representatives.

c. Regardless of the number of representatives appointed by each governing body, each locality will have one vote on the Advisory Committee.

d. The Advisory Committee shall develop an initial Joint Action Plan, which is defined and described below, and review any subsequent amendments or updates thereto.

e. Decisions, conclusions, and recommendations set forth in the Joint Action Plan shall be made via a simple majority vote of the Advisory Committee's members.

f. The Parties acknowledge and agree that the Joint Action Plan is intended only as a guidance document, and FAIRFAX is not bound or obligated to implement any of its provisions. Accordingly the Advisory Committee shall send the Joint Action Plan, once finalized, to the Director of the Fairfax County Department of Public Works and Environmental Services ("DPWES"), or his or her designee(s) ("the Director"), who shall be authorized, in his or her sole discretion, to receive the Joint Action Plan as submitted or make any modifications, changes, or amendments thereto.

g. The Director shall then forward the final version of the Joint Action Plan to the respective governing bodies for formal adoption.

h. FAIRFAX and HERNDON must formally adopt the Joint Action Plan in accordance with the approval procedures established by each locality in accordance with its MS4 permit. Any subsequent amendments or changes to the Joint Action Plan shall be approved in the same manner.

i. Once the Parties adopt a final Joint Action Plan, FAIRFAX shall cause the Joint Action Plan to be sent to the Virginia Department of Environmental Quality and/or any other appropriate state or federal

government agency that regulates the localities' MS4 permits (referred to herein as "DEQ").

j. In the event that each locality does not adopt the Joint Action Plan, then this Agreement shall automatically cease, and each Party shall be solely responsible for all of its stormwater and MS4 permit obligations. Upon such termination, FAIRFAX will pay to HERNDON the entirety of the HERNDON STORMWATER FEE for that fiscal year, but the balance of any fees for prior fiscal years will be deemed waived by HERNDON.

18. The Joint Action Plan shall include the following:

a. Establish the total nitrogen, phosphorus, and sediment load reductions required for all participating localities.

b. Establish the percentage of the total load reductions for which each locality will be responsible.

c. Set forth an annual date upon which HERNDON will provide FAIRFAX with a list of projects to be considered for implementation. Before submitting any such project, HERNDON will thoroughly investigate and analyze each project to ensure that any such project is feasible.

19. Pursuant to the Joint Action Plan, the Director will send a proposed list of projects to the Town Manager of HERNDON or her or his designee.

20. Within 30 days of the Town Manager's receipt of this list, HERNDON shall provide comments and suggestions regarding each project, its timing, and its costs for implementation, lifetime maintenance, and replacement. If HERNDON provides any comments or suggestions, the Director, in his or her sole discretion, shall fully consider any such comments, and may, but shall not be obligated to implement or adhere to them. In the event that a dispute exists regarding implementation of any project on the Joint Action Plan, the Parties shall endeavor in good faith to resolve any such dispute, but final authority for the implementation of any such projects rests with FAIRFAX and the Director.

21. FAIRFAX shall be solely responsible for implementing projects in accordance with the Joint Action Plan. Where FAIRFAX deems appropriate, FAIRFAX shall request that HERNDON agree to a project's design that might set forth the maintenance and replacement obligations for each locality for a particular project. The Parties may also have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects and facilities.

22. Whether the project or facility is located within the Town of HERNDON or elsewhere within Fairfax County, each locality will receive a credit that is in proportion to the percentage of the total load reductions that is established for each locality in the initial Joint Action Plan. This percentage will remain constant regardless of whether the actual total load reductions change over time. For completed projects and facilities, a locality's receipt of this percentage share of credit shall survive any termination of this Agreement unless otherwise agreed to by the Parties.

23. By mutual Agreement, FAIRFAX may purchase HERNDON's percentage share of credit related to any such project or facility.

24. FAIRFAX will prepare an annual report that details the activities associated with the Joint Action Plan. The report will provide sufficient detail so that each locality may use it to meet their respective MS4 permit reporting obligations to DEQ. FAIRFAX will provide the report annually no later than one month prior to the date it is due to DEQ.

OTHER NON-CHESAPEAKE-BAY TMDL ACTION PLANS

25. FAIRFAX will be responsible for developing any of HERNDON's non-Chesapeake-Bay TMDL action plans that are required by HERNDON's MS4 permit. FAIRFAX will develop any such Action Plans on a schedule that is in accordance with HERNDON's MS4 permit.

26. The Advisory Committee or other joint planning committee agreed to by FAIRFAX and HERNDON may guide the development of an Action Plan for any other TMDLs.

27. FAIRFAX and HERNDON must formally adopt any such Action Plan for any other TMDLs. Formal adoption of an Action Plan for any other TMDLs or subsequent amendments or updates shall be subject to the approval procedures established by each locality in accordance with its MS4 permit.

28. FAIRFAX will be responsible for implementing individual elements of any such Action Plan for any other TMDLs unless the Action Plan states otherwise.

STAFF TRAINING

29. Without any additional invitation or payment, HERNDON's staff may attend MS4 or Virginia Stormwater Management Plan industrial stormwater permit-related training programs that are conducted or hosted by FAIRFAX. FAIRFAX will provide HERNDON with at least one-month's advance notice of such training opportunities.

TERMINATION

30. In addition to a termination by a refusal to adopt the Joint Action Plan, either Party may terminate this Agreement by resolution of that Party's governing body. Any such resolution shall be at a public meeting noticed in writing to the HERNDON Town Manager or, as applicable, the FAIRFAX County Executive at least three weeks in advance of any such meeting. After any such resolution, the terminating Party shall promptly inform the HERNDON Town Manager or the FAIRFAX County Executive, as applicable. The termination shall be effective no earlier than the end of the fiscal year in which the governing body's vote for the resolution for the termination occurs

31. If this Agreement is terminated by either party, HERNDON shall have responsibility to maintain and replace any facility that is located within HERNDON and shall assume all liability for such facility. Unless otherwise agreed to by the Parties, HERNDON shall not have any liability or responsibility for any facility that is located outside of HERNDON and that was developed and implemented under this Agreement.

ADDITIONAL PROVISIONS

32. This Agreement is integrated and contains all provisions of the agreement between the parties.

33. In the event of a conflict between any term(s) of this Agreement and either of the Parties' MS4 permits or other permit requirements, either Party's respective permit provision(s), shall control.

34. Any provision or term of this Agreement may be modified only by a writing that is approved by resolution at a public meeting of each of the localities' respective governing bodies.

35. This Agreement shall be binding on the Parties' respective agencies, employees, agents, and successors-in-interests.

36. This Agreement shall not be assigned by either of the Parties unless both of the Parties agree to such an assignment in writing.

37. Nothing in this Agreement otherwise limits the respective regulatory and police powers of the Parties.

38. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

39. This Agreement shall be governed by Virginia law, and any litigation relating to this Agreement shall be brought and/or maintained only in the Circuit Court of Fairfax County, Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signatures below.

[Signatures appear on the following pages.]

TOWN OF HERNDON, Virginia

By:_____
Lisa C. Merkel
Mayor

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF FAIRFAX)

The foregoing Agreement was acknowledged before me by Lisa C. Merkel, Mayor of the Town of HERNDON, this 6th day of January 2014 on behalf of the Town of HERNDON, Virginia.

_____
Notary Public

My commission expires:
Aug 31, 2016

Commonwealth Of Virginia
Margarita C. Tacci - Notary Public
Commission No. 295189
My Commission Expires 8/31/2016

Notary Registration Number:
295189

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By:_____
Edward L. Long Jr.
County Executive
Fairfax County, Virginia

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF FAIRFAX)

The foregoing Agreement was acknowledged before me by Edward L. Long Jr. of the County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia this 1st day of April 2014.

Charmayne Rolon
Notary Public

CHARMAYNE ROLON NOTARY PUBLIC REG # 7513251 COMMISSION EXPIRES 2/29/2016 COMMONWEALTH OF VIRGINIA

My commission expires:
2/29/16

Notary Registration Number:
7513251

Approved as to form: _____
Office of the County Attorney
Fairfax, Virginia

Approve as to form: Richard B. Kaufman
Town Attorney [without line under these words]

Prolaw Doc No. 538443

ATTACHMENT 2

County of Fairfax, Virginia

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

Office of the County Attorney
Suite 549, 12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Phone: (703) 324-2421; Fax: (703) 324-2665
www.fairfaxcounty.gov

April 2, 2014

Steve Briglia, Town Attorney
127 Center St. S.
Vienna, VA 22180

Re: Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Services

Dear Steve,

I am enclosing a fully endorsed original of the above referenced agreement. Should you have any questions, please contact me at (703) 324-2421. Thank you.

Sincerely,

Christopher A. Costa
Assistant County Attorney

Enclosure

cc: Randy Bartlett, Deputy Director, DPWES

\\s17PROLAWPGC01\Documents\120587\CAC\589359.doc

APR - 7 2014
WWP & MONITORING DIVISION

COOPERATIVE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF VIENNA TO SHARE CERTAIN STORMWATER SERVICE DISTRICT FEES AND RESPONSIBILITY FOR RELATED SERVICES

This Agreement ("Agreement") is entered into on this ____ day of _____, 2014, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("FAIRFAX" or "County"), the TOWN COUNCIL OF VIENNA, VIRGINIA ("VIENNA" or "Town") (collectively as the "Parties" or "the Governing Bodies").

WITNESSETH:

WHEREAS the Town of Vienna (also referenced herein as "the Town") is located within Fairfax County (also referenced herein as "the County"); and

WHEREAS Fairfax County and the Town of Vienna each maintain, operate, and improve stormwater systems that affect one another; and

WHEREAS FAIRFAX and VIENNA have cooperated with each other to maintain, operate, and improve their collective stormwater systems and wish to continue such cooperation in the future in the best interests of their residents; and

WHEREAS pursuant to Va. Code Ann. § 15.2-2400 (2012), FAIRFAX has established a Stormwater Service District ("Service District), and is authorized, pursuant to Va. Code Ann. § 15.2403(6) (2012) to levy and collect an annual fee upon any property located within such Service District ("the Service District Fee"); and

WHEREAS the Town of Vienna is located within Fairfax County's Service District; and

WHEREAS, pursuant to this Va. Code Ann. § 15.2-2403(6), Fairfax County collects revenues from properties located within the Town of Vienna; and

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2403.3 (2012), by virtue of the Town's maintenance of an MS4 permit and its location within the Service District, the Town is

entitled to any of the Service District Fee revenues collected by Fairfax County within the town; and WHEREAS, the actual amount of revenues collected from the Service District Fee will vary from year to year; and

WHEREAS, each MS4 permit assigns jurisdiction-specific, pollutant-load-reduction requirements for nitrogen, phosphorus, and sediment to address the Chesapeake Bay Total Maximum Daily Load (referred to herein as "TMDL") and requires each MS4-permit jurisdiction to develop a Chesapeake Bay TMDL Action Plan to demonstrate how reductions will be achieved and tracked in the respective MS4-permit jurisdiction; and

WHEREAS, while each MS4-permit jurisdiction is ultimately responsible for compliance with its MS4 permit, MS4 permits allow and encourage cooperation and coordination among permit holders, and such cooperation and coordination can mutually benefit MS4-permit jurisdictions through more effective and cost-efficient protection of water resources in each jurisdiction; and

WHEREAS, VIENNA or FAIRFAX may terminate this Agreement as set forth by the terms herein if, pursuant to applicable law, either locality chooses not to participate under this Agreement or chooses not to share the Stormwater Service District Fees; and

WHEREAS FAIRFAX and VIENNA have determined and agreed that the best interests of each locality's residents are fulfilled if FAIRFAX and VIENNA share the Service District Fees collected by FAIRFAX from properties within VIENNA to assist VIENNA in maintaining, operating, and improving VIENNA's stormwater system to achieve the goals of effective regional water quality improvement and local initiatives in these localities;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, so long as FAIRFAX continues to administer the Service

District in FAIRFAX that encompasses VIENNA and so long as VIENNA qualifies to receive the Service District Fees collected by FAIRFAX from properties within VIENNA, FAIRFAX and VIENNA agree as follows:

1. FAIRFAX and VIENNA will continue to engage in a coordinated approach to maintaining and operating their respective stormwater systems throughout the incorporated and unincorporated parts of FAIRFAX. Moreover, FAIRFAX and VIENNA will engage in a coordinated approach for future improvements to their respective stormwater systems.

2. This Agreement's duration shall be for one fiscal year and shall renew at the beginning of each fiscal year thereafter unless terminated pursuant to the terms set forth herein below. For the purposes of this Agreement, "fiscal year" shall mean Fairfax County's fiscal year, which, at the time of the execution of this agreement, ends on June 30.

3. This Agreement's purpose is to set forth how the Parties shall share revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within VIENNA, and the respective obligations of the Parties with respect to the stormwater management services described herein.

STORMWATER FEE REVENUE SHARING

4. FAIRFAX shall collect all revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within the Town of Vienna

5. Revenues actually collected throughout the Service District are referred to herein as "STORMWATER FEE REVENUES."

6. At the end of each fiscal year, FAIRFAX shall calculate the total amount of stormwater fee revenues that were actually collected from properties within VIENNA separately

from the amount of stormwater fee revenues collected elsewhere in FAIRFAX (the "VIENNA STORMWATER FEE)."

7. On or before October 30th of each fiscal year, FAIRFAX shall estimate the anticipated VIENNA STORMWATER FEE for that year, and shall pay to VIENNA an amount equal to twenty-five percent (25%) of the estimated VIENNA STORMWATER FEE for that fiscal year, rounded to the nearest penny (the "PAID VIENNA REVENUES)."

8. The Parties acknowledge and agree that PAID VIENNA REVENUES may be more or less than the amount that is actually due and owing to VIENNA, and which amount is calculated at the end of each fiscal year.

9. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been less than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall pay VIENNA the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID VIENNA REVENUES.

10. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been more than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall deduct the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year from the amount that FAIRFAX pays for the next fiscal year's PAID VIENNA REVENUES.

11. Once FAIRFAX has determined the amount of the actual VIENNA STORMWATER FEE, which shall occur within 90 days of the fiscal year end, FAIRFAX shall

forward this amount to the Town's Mayor in writing ("FINAL ACCOUNTING"). If VIENNA disputes the amount of the FINAL ACCOUNTING, then within 30 days of the Mayor's receipt of this FINAL ACCOUNTING, VIENNA, or its designee, shall state the complete factual basis for any such dispute in writing to the Fairfax County Executive, and the PARTIES shall endeavor in good faith to resolve any such dispute. Upon the resolution of any such dispute, or if VIENNA fails to dispute the amount of the FINAL ACCOUNTING within 30 days of the Mayor's receipt thereof, then VIENNA shall be deemed to have accepted payment of the respective fiscal year's PAID VIENNA REVENUES, and VIENNA waives any right to and shall not request from FAIRFAX the 75% balance of VIENNA STORMWATER FEE for that fiscal year. VIENNA's waiver of any such balance, however, is conditioned upon FAIRFAX's obligations to VIENNA pursuant to this Agreement.

12. Pursuant to Va. Code Ann. § 15.2-2403.3 VIENNA shall expend the PAID VIENNA REVENUES only for costs directly related to VIENNA's stormwater systems and not for non-stormwater-system costs, such as public safety, schools, or road maintenance.

13. Under this Agreement, VIENNA is not required to expend any of the PAID VIENNA REVENUES within any specific amount of time. This Agreement does not affect any other authority that VIENNA might have to carry over revenues from year-to-year or to expend revenues in one fiscal year when the revenues were collected in a previous fiscal year.

14. If, at any time in the future, VIENNA becomes unincorporated or ceases to qualify to receive PAID VIENNA REVENUES for any reason or terminates its stormwater program or ceases to maintain its stormwater systems, none of the previously PAID VIENNA REVENUES shall be expended for anything other than the maintenance, operation, and improvement of VIENNA's stormwater systems. If any such amounts are returned to FAIRFAX

they may be used for other qualified uses in the Service District as FAIRFAX, or its designee, in its or his sole discretion, deems appropriate.

JOINT CHESAPEAKE BAY TMDL ACTION PLAN AND ADVISORY COMMITTEE

15. In accordance with their respective MS4 permits, FAIRFAX and VIENNA will develop a Joint Chesapeake Bay TMDL Action Plan (referred to herein as the "Joint Action Plan") in lieu of each locality establishing its own Chesapeake Bay TMDL Action Plan. The Parties agree that the Town of Herndon, Virginia, or any other Virginia locality may participate in the Joint Action Plan.

16. Fairfax County will implement and maintain the Joint Action Plan in a manner that is sufficient to ensure that both FAIRFAX and VIENNA comply with their respective MS4 permit obligations.

17. Consistent with the Parties' respective MS4 permits, the Joint Action Plan shall be developed and implemented as follows:

a. Each governing body, or its designee, shall select representatives to establish a Joint Action Plan Advisory Committee (hereinafter referred to as the "Advisory Committee").

b. Representatives from the Town of Herndon, Virginia, or any other Virginia locality may also participate in the Advisory Committee. Any such representatives shall also be selected by his or her respective governing body, or its designee.

c. Regardless of the number of representatives appointed by each governing body, each locality will have one vote on the Advisory Committee.

d. The Advisory Committee shall develop an initial Joint Action Plan, which is defined and described below, and review any subsequent amendments or updates thereto.

e. Decisions, conclusions, and recommendations set forth in the Joint Action Plan shall be made via a simple majority vote of the Advisory Committee's members.

f. The Parties acknowledge and agree that the Joint Action Plan is intended only as a guidance document, and FAIRFAX is not bound or obligated to implement any of its provisions. Accordingly, the Advisory Committee shall send the Joint Action Plan, once finalized, to the Director of the Fairfax County Department of Public Works and Environmental Services ("DPWES"), or his designee(s) ("the Director"), who shall be authorized, in his sole discretion, to receive the Joint Action Plan as submitted or make any modifications, changes, or amendments thereto.

g. The Director shall then forward the final version of the Joint Action Plan to the respective governing bodies for formal adoption.

h. FAIRFAX and VIENNA must formally adopt the Joint Action Plan in accordance with the approval procedures established by each locality in accordance with its MS4 permit. Any subsequent amendments or changes to the Joint Action Plan shall be approved in the same manner.

i. Once the Parties adopt a final Joint Action Plan, FAIRFAX shall cause the Joint Action Plan to be sent to the Virginia Department of Environmental Quality and/or any other appropriate state or federal government agency that regulates the localities' MS4 permits (referred to herein as "DEQ").

j. In the event that each locality does not adopt the Joint Action Plan, then this Agreement shall automatically cease, and each Party shall be solely responsible for all of its stormwater and MS4 permit obligations. Upon such termination, FAIRFAX will pay to VIENNA the entirety of the VIENNA STORMWATER FEE for that fiscal year, but the balance of any fees for prior fiscal years will be deemed waived by VIENNA.

18. The Joint Action Plan shall include the following:

a. Establish the total nitrogen, phosphorus, and sediment load reductions required for all participating localities.

b. Establish the percentage of the total load reductions for which each locality will be responsible.

c. Set forth an annual date upon which VIENNA will provide FAIRFAX with a list of projects to be considered for implementation. Before submitting any such project, VIENNA will thoroughly investigate and analyze each project to ensure that any such project is feasible.

19. Pursuant to the Joint Action Plan, the Director will send a proposed list of projects to the Mayor of VIENNA or her designee.

20. Within 30 days of the Mayor's receipt of this list, VIENNA shall provide comments and suggestions regarding each project, its timing, and its costs for implementation, lifetime maintenance, and replacement. If VIENNA provides any comments or suggestions, the Director, in his sole discretion, shall fully consider any such comments, and may, but shall not be obligated to implement or adhere to them. In the event that a dispute exists regarding implementation of any project on the Joint Action Plan, the Parties shall endeavor in good faith to resolve any such dispute, but final authority for the implementation of any such projects rests solely with Fairfax County and the Director.

21. FAIRFAX shall be solely responsible for implementing projects in accordance with the Joint Action Plan. Where FAIRFAX deems appropriate, FAIRFAX shall request that VIENNA agree to a project's design that might set forth the maintenance and replacement obligations for each locality for a particular project. The Parties may also have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

22. Whether the project or facility is located within the Town of VIENNA or elsewhere within Fairfax County, each locality will receive a credit that is in proportion to the percentage of the total load reductions that is established for each locality in the initial Joint Action Plan. This percentage will remain constant regardless of whether the actual total load reductions change over time. For completed projects and facilities, a locality's receipt of this percentage share of credit shall survive any termination of this Agreement unless otherwise agreed to by the Parties.

23. By mutual Agreement, FAIRFAX may purchase VIENNA's percentage share of credit related to any such project or facility.

24. FAIRFAX will prepare an annual report that details the activities associated with the Joint Action Plan. The report will provide sufficient detail so that each locality may use it to meet their respective MS4 permit reporting obligations to DEQ. Fairfax will provide the report annually no later than one month prior to the date it is due to DEQ.

OTHER NON-CHESAPEAKE-BAY TMDL ACTION PLANS

25. FAIRFAX will be responsible for developing any of VIENNA's non-Chesapeake-Bay TMDL action plans that are required by VIENNA's MS4 permit. FAIRFAX will develop any such Action Plans on a schedule that is in accordance with VIENNA's MS4 permit.

26. The Advisory Committee or other joint planning committee agreed to by FAIRFAX and VIENNA may guide the development of an Action Plan for any other TMDLs.

27. FAIRFAX and VIENNA must formally adopt any such Action Plan for any other TMDLs. Formal adoption of an Action Plan for any other TMDLs or subsequent amendments or updates shall be subject to the approval procedures established by each locality in accordance with its MS4 permit.

28. FAIRFAX will be responsible for implementing individual elements of any such Action Plan for any other TMDLs unless the Action Plan states otherwise. The Parties may also have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

STAFF TRAINING

29. Without any additional invitation or payment, VIENNA's staff may attend MS4 or Virginia Stormwater Management Plan industrial stormwater permit-related training programs that are conducted or hosted by FAIRFAX. FAIRFAX will provide VIENNA with at least one-month's advance notice of such training opportunities.

TERMINATION

30. In addition to a termination by a refusal to adopt the Joint Action Plan, either Party may terminate this Agreement by resolution of that Party's governing body. Any such resolution shall be at a public meeting noticed in writing to the VIENNA Mayor or, as applicable, the Fairfax County Executive at least three weeks in advance of any such meeting. After any such resolution, the terminating Party shall promptly inform the Mayor or the County Executive, as applicable. The termination shall be effective no earlier than the end of the fiscal year in which the governing body's vote for the resolution for the termination occurs.

31. If this Agreement is terminated by either party, VIENNA shall have responsibility to maintain and replace any facility that is located within VIENNA and shall assume all liability for such facility. Unless otherwise agreed to by the Parties, VIENNA shall not have any liability or responsibility for any facility that is located outside of VIENNA and that was developed and implemented under this Agreement.

ADDITIONAL PROVISIONS

32. This Agreement is integrated and contains all provisions of the agreement between the parties.

33. In the event of a conflict between any term(s) of this Agreement and either of the Parties' MS4 permits or other permit requirements, either Party's respective permit provision(s), shall control.

34. Any provision or term of this Agreement may be modified only by a writing that is approved by resolution at a public meeting of each of the localities' respective governing bodies.

35. This Agreement shall be binding on the Parties' respective agencies, employees, agents, and successors-in-interests.

36. This Agreement shall not be assigned by either of the Parties unless both of the Parties agree to such an assignment in writing.

37. Nothing in this Agreement otherwise limits the respective regulatory and police powers of the Parties.

38. The Parties agree that nothing in this Agreement creates a third-party beneficiary. The Parties also agree that this Agreement does not confer any standing or right to sue or to enforce any provision of this Agreement or any other right or benefit to any person who is not a

party to this Agreement, including but not limited to a citizen, resident, private entity, or local, state, or federal governmental or public body.

39. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

40. This Agreement shall be governed by Virginia law, and any litigation relating to this Agreement shall be brought and/or maintained only in the Circuit Court of Fairfax County, Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signatures below.

[Signatures appear on the following pages.]

TOWN OF VIENNA

By: M Jane Seeman
Mayor M. Jane Seeman

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by M. Jane Seeman of the Town of VIENNA, this 24th day of January 2014 on behalf of the Town of VIENNA.

Melanie J. Clark
Notary Public

My commission expires: June 30, 2017
Notary Registration Number: 7290978

MELANIE J. CLARK
NOTARY PUBLIC
REGISTRATION # 7290978
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2017

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Edward L. Long Jr.
County Executive
Fairfax County, Virginia

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Edward L. Long Jr. of the County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia this 1st day of April 2014.

CHARMAYNE ROLON
NOTARY PUBLIC
REG # 7513251
COMMISSION EXPIRES 2/29/2016
COMMONWEALTH OF VIRGINIA

_____
Notary Public

My commission expires: 2/29/16
Notary Registration Number: 7513251

Approved as to form: _____
Office of the County Attorney
Fairfax, Virginia

Board Agenda Item
November 18, 2014

ACTION - 4

Approval of the Disclosure Agreement Related to the Issuance of Refunding Revenue Bonds, Series of 2014, by the Upper Occoquan Sewage Authority (Sully District)

ISSUE:
Board of Supervisors' approval of the proposed Disclosure Agreement related to the issuance of refunding revenue bonds by the Upper Occoquan Sewage Authority (UOSA).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the attached Disclosure Agreement and authorize the Board Chairman to execute the Agreement on behalf of the Board in substantially the form presented.

TIMING:
Board action is requested on November 18, 2014, due to a planned issuance of refunding bonds by UOSA in December, 2014.

BACKGROUND:
UOSA plans to issue Refunding Revenue Bonds (2014Series) in December, 2014 to refinance costs of its system in order to realize approximately $13,555,000 in net present value savings. This is based on current market conditions.

The Securities and Exchange Commission requires continuing disclosure of information related to municipal securities issued after July 3, 1995. Although UOSA is expected to provide the bulk of the information required, its member jurisdictions must provide updated information related to the financial and operating data of their respective sewer systems.

The attached Disclosure Agreement contains the agreement of the member jurisdictions to provide the required information. It is substantially similar to the Disclosure Agreement previously approved by this Board in connection with the UOSA 1995 Series Bonds, the UOSA 2004 Series Refunding Bonds, the UOSA 2007 Series Refunding Bonds, the UOSA 2010 Series Regional Bonds, and the UOSA 2013 Series Refunding Sewerage System Revenue Bonds. The new Agreement is required for the revenue bond documentation.

FISCAL IMPACT:
None. Virtually all of the updated information required by the Agreement will be contained in the annual financial statements prepared for the Integrated Sewer System.

ENCLOSED DOCUMENTS:
Attachment I - Letter dated October 17, 2014, from the UOSA Executive Director to the Member Jurisdictions transmitting the Disclosure Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randy Bartlett, Deputy Director, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

ATTACHMENT I

Upper Occoquan Service Authority

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506 (703) 830-2200

Charles P. Boepple
Executive Director

Michael D. Reach
Deputy Executive Director

October 17, 2014

HAND DELIVERED

Mr. Edward L. Long, Jr.
County Executive
Fairfax County
12000 Government Center Parkway
Fairfax, VA 22035-0066

Ms. Melissa S. Peacor
County Executive
Prince William County
1 County Complex Court
Woodbridge, VA 22192

Mr. William Patrick Pate
City Manager
City of Manassas
9027 Center Street
Manassas, VA 20110

Ms. Kimberly L. Alexander
City Manager
City of Manassas Park
One Park Center Court
Manassas Park, VA 20111

Mr. Dean Dickey
General Manager
Prince William County Service Authority
4 County Complex Court
Woodbridge, VA 22192

Re: Disclosure Agreement – UOSA 2014 Series Refunding Bonds

Ladies and Gentlemen:

UOSA is currently in the process of issuing Refunding Revenue Bonds, Series of 2014 in order to realize approximately $13,555,000 in net present value savings. This is based on current market conditions.

As part of that process, UOSA needs to have assurances from the Political Subdivisions that they will provide the appropriate financial and operating data in order for UOSA to satisfy its obligations as required by the Securities and Exchange Commission under Rule 15c2-12. A Disclosure Agreement relating to the 2014 Bonds is enclosed. This Agreement is almost identical in form and substance to the Disclosure Agreement approved in 2013, with the exception that it includes certain requirements related to tax status that were not applicable to the 2013 financing.

We ask your expeditious action on this agreement. The approval of this document is required prior to December 1, 2014, in order to meet the approved financing schedule.

We recognize that we are working on a very compressed schedule, and we appreciate your efforts to help us in achieving the goal of reducing costs to UOSA's Political Subdivisions. If you have questions or need further information, please do not hesitate to contact me (703-830-2200) or our Legal Counsel, Sally Hostetler (703-218-2114).

Sincerely,

Charles P. Boepple

Charles P. Boepple
Executive Director

cc: UOSA Board of Directors
UOSA Legal Counsel
Davenport & Co. L.L.C.

OCT 20 2014
WWP & MONITORING
DIVISION

DISCLOSURE AGREEMENT

THIS AGREEMENT, made as of the 1st day of December, 2014, by and between the **UPPER OCCOQUAN SEWAGE AUTHORITY**, a public body politic and corporate duly created pursuant to the Virginia Water and Sewer Authorities Act (now the Virginia Water and Waste Authorities Act) (**"UOSA"**), and the **CITY OF MANASSAS** and the **CITY OF MANASSAS PARK**, municipal corporations of the Commonwealth of Virginia, and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY** and the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY**, acting for and on behalf of said counties (such four parties being called collectively the **"Political Subdivisions"** and individually a **"Political Subdivision"**);

W I T N E S S E T H:

WHEREAS, pursuant to the Virginia Water and Waste Authorities Act ((formerly the Virginia Water and Sewer Authorities Act) Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) (the **"Act"**), and a Restated and Amended Service Agreement dated as of May 15, 1972, and executed in restated form in December 2007, as amended (the **"Service Agreement"**), UOSA operates an advanced wastewater treatment system which treats sewage collected by the Political Subdivisions; and

WHEREAS, UOSA expects to issue revenue bonds on or about December 15, 2014, for the purpose of refinancing costs of its system (the **"Revenue Bonds"**) and the charges paid by the Political Subdivisions to UOSA will be based, in part, on the debt service for such Revenue Bonds and will be payable from revenues of the sewer systems operated by or on behalf of each Political Subdivision (the **"Member Systems"**); and

WHEREAS, such Revenue Bonds are expected to be sold in a public offering with an official statement of UOSA providing relevant information concerning UOSA, its system and the revenues thereof, including financial information and operating data relating to the Member Systems (the **"Official Statement"**); and

WHEREAS, the Securities and Exchange Commission has adopted its Rule 15c2-12 (the **"SEC Rule"**) pursuant to the Securities and Exchange Act of 1934, as amended, and amendments to the SEC Rule effective for public offerings of municipal securities such as the Revenue Bonds issued and sold after July 3, 1995, and amendments to the SEC Rule effective for public offerings of municipal securities such as the Revenue Bonds issued and sold after December 1, 2010 (the **"Amendments"**), require that the underwriters of such securities confirm certain formal undertakings have been made to them with respect to continuing disclosure of information relevant to such municipal securities; and

WHEREAS, UOSA expects to provide the required information as to UOSA, its system and the revenues thereof and needs to have assurances from the Political Subdivisions that they will provide the appropriate financial information and operating data in order for UOSA to satisfy its obligations pursuant to the undertakings required by the SEC Rule;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. ***Annual Disclosure.*** (a) Each Political Subdivision shall provide annually, directly or through an intermediary, financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule as follows:

(1) audited or, if unavailable, unaudited financial statements of the Member System of such Political Subdivision (or, if such statements are not prepared, audited general purpose financial statements of such Political Subdivision) for such fiscal year, prepared in accordance with generally accepted accounting principles; and

(2) to the extent not included in the audited financial statements referred to in (1), such information within the knowledge of each of them as is necessary to update as of a date not earlier than the end of the preceding fiscal year the information contained in the Official Statement relating to the Revenue Bonds and described in Exhibit A hereto.

If the financial statements filed pursuant to Section 1(a)(1) are not audited, the Political Subdivision shall file such statements as audited within 15 days of such audited financial statements becoming available.

(b) Each Political Subdivision shall file annually with the Municipal Securities Rulemaking Board (**"MSRB"**) the financial information and operating data described in subsection (a) above (collectively, the "Annual Disclosure") within 270 days from the end of each fiscal year, commencing with the fiscal year ending June 30, 2015.

(c) Any Annual Disclosure may be included by specific reference to other documents previously provided to the MSRB or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

(d) The Political Subdivision shall file with the MSRB in a timely manner notice specifying any failure of the Political Subdivision to provide the Annual Disclosure by the date specified.

Section 2. ***Responsible Parties.*** If any financial or other information required to be provided by Section 1 hereof is obtainable, in whole or in part, from any authority created by any Political Subdivision, such Political Subdivision shall cause such authority to agree to provide and to provide such information (or a notice of failure to so provide) within the time periods specified either to UOSA or directly to the MSRB. The Prince William County Service Authority is executing this Agreement to evidence its agreement to provide such information (or a notice of failure to so provide) on behalf of the Board of County Supervisors of Prince William County.

Section 3. ***Determination of Relevant Information: Compliance.*** UOSA hereby identifies "annual financial information" and "operating data" within the meaning of the SEC Rule as the material described in Exhibit A. If UOSA gives to any Political Subdivision a notice to the effect that information provided by such Political Subdivision does not constitute complete compliance with the requirements of Section 1 and specifies the alleged deficiency, such Political Subdivision shall promptly provide such information as required by Section 1; provided, however, such information does not have to be so provided if such Political Subdivision gives to UOSA an opinion of nationally recognized bond counsel addressed to UOSA to the effect that such information is not required to be disclosed in order for UOSA to comply with its undertakings to underwriters in connection with the Revenue Bonds or the Amendments to the SEC Rule.

Section 4. ***Event Disclosure.*** Each Political Subdivision will report to the MSRB any proposed or final notice or determination received by such Political Subdivision with respect to the income tax status of the Revenue Bonds.

Section 5. ***Copies Provided.*** Copies of all submissions pursuant to Section 1 and Section 4 (or a notice of failure to so provide) shall be provided to UOSA.

Section 6. ***Filing Method.*** Any filing required hereunder shall be made by transmitting such disclosure, notice or other information in electronic format to the MSRB through the MSRB's Electronic Municipal Market Access (EMMA) system pursuant to procedures promulgated by the MSRB.

Section 7. ***UOSA Undertaking.*** To the extent the SEC Rule requires underwriters for the Revenue Bonds to have contracted formal undertakings from either UOSA or the Political Subdivisions, it is agreed such undertakings shall be given by UOSA.

Section 8. ***Other Communications.*** UOSA and any Political Subdivision may from time to time disclose information in addition to that required hereby. Nothing in this Agreement shall create any obligation for UOSA or any Political Subdivision to provide or update such additional information.

Section 9. ***Remedies.*** If any Political Subdivision fails to comply with its covenants herein, UOSA may take action to enforce such covenants as permitted by law, including an action for specific performance or mandatory injunction (in which actions UOSA shall not be required to post any bond).

Section 10. ***Amendments.*** This Agreement may be amended by mutual agreement of the parties hereto; provided that this Agreement, as so modified, complies with the Rule as it exists at the time of modification. UOSA shall within a reasonable time thereafter send to the MSRB a description of such amendment(s).

Section 11. ***Termination.*** This Agreement shall terminate upon payment in full, or provision for payment in full having been made in a manner consistent with the Amendments to the SEC Rule, of the Revenue Bonds.

Section 12. ***Miscellaneous.***

(a) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Time of Essence. The parties agree that time shall be of the essence in the performance of this Agreement.

(d) Applicable Law. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, and the seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

Date: _____

UPPER OCCOQUAN SEWAGE AUTHORITY

By: _____
Executive Director

(SEAL)

ATTEST: _____
Assistant Secretary

Date: _____

CITY OF MANASSAS

By: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

Date: _____

CITY OF MANASSAS PARK

By: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

Date: _____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY

By: _____
Chairman

(SEAL)

ATTEST: _____
Clerk

Date: _____

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY

By: _____
Chairman

(SEAL)

ATTEST: _____
Clerk

Date: _____

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: _____
Chairman

(SEAL)

ATTEST: _____
Clerk

[Signature Page to Disclosure Agreement]

Exhibit A

Unless and until changed by UOSA, the following is identified as "annual financial information" and "operating data" pursuant to Section 3 of the attached Disclosure Agreement for each Political Subdivision and its Member System:

For the most recent complete fiscal year:

(a) Number of connections (or accounts).

(b) Rate schedule.

(c) Total amounts for:

(1) Service charge revenues

(2) Availability/connection fee revenues

(3) Interest income revenues

(4) Total System revenues

(5) System operating and maintenance expenses (not including expense payments to UOSA or debt service payments on UOSA obligations)

(6) Expense payments to UOSA

(7) Debt service payments on debt treated as senior to UOSA obligations

(8) Debt service payments on debt treated as on parity with UOSA obligations

(9) Debt service payments on UOSA obligations

(10) Debt service payments on debt treated as subordinate to UOSA obligations

(d) Identity of any customer of the Member System paying over 5% of the total service charge revenues of the Member System and the specific percentage for such customer.

(e) System capacity (flows in mgd).

Board Agenda Item
November 18, 2014

ACTION - 5

Approval to License Board-Owned Property at 6800-A Industrial Drive to Fairfax 2015, Inc. (Mason District)

ISSUE:
Board approval of a License Agreement between Fairfax 2015, Inc. ("Fairfax 2015") and Fairfax County (the "County") that will allow Fairfax 2015 to use up to 50,000 square feet of County-owned warehouse space for the World Police and Fire Games.

RECOMMENDATION:
The County Executive recommends that the Board approve the License Agreement substantially in the form of Attachment 2, and authorize the County Executive or his designee to execute this Agreement on behalf of the County.

TIMING:
Board action is requested on November 18, 2014, to allow Fairfax 2015 to begin using the space.

BACKGROUND:
In the summer of 2015, Fairfax County will host the World Police and Fire Games ("WPFG"), which will provide recreational, Olympic-style sports competitions for police and fire professionals around the world. Fairfax 2015 was created to oversee all aspects of the WPFG including, but not limited to, ensuring that the multi-million dollar fundraising goals necessary to successfully run the WPFG are met. In addition, Fairfax 2015 will oversee the direction of various events and competitions leading up to and taking place during the WPFG. In order for Fairfax 2015 to successfully oversee the WPFG, Fairfax 2015 requires the use of certain designated space in the County-owned warehouse to store certain supplies.

The County agreed to license rent-free to Fairfax 2015 up to 50,000 square feet of warehouse space solely for the storing of inventory directly related to the WPFG during the term of the License. The Licensed Space is located at the Fairfax County Warehouse with a street address of 6800-A Industrial Drive and identified by Fairfax County Tax Map Number of 80-2 ((7)) parcel H. The License Agreement between the County and Fairfax 2015 has a ten (10) month term that will commence on December 1, 2014, and terminate on October 15, 2015.

Fairfax 2015 will confine its use of the Licensed Space to the areas specifically designated by the Department of Purchasing and Supply Management and will have the nonexclusive right to use the common areas of the warehouse. At Fairfax 2015's election and the County's discretion, Fairfax 2015 has the option to extend the term for an additional term of one month unless notice to the contrary is given by either party thirty (30) days prior to the end of the current term, and in that event, the Lease shall

terminate at the end of the effective term. The License may be terminated without cause by the County with thirty (30) days written notice.

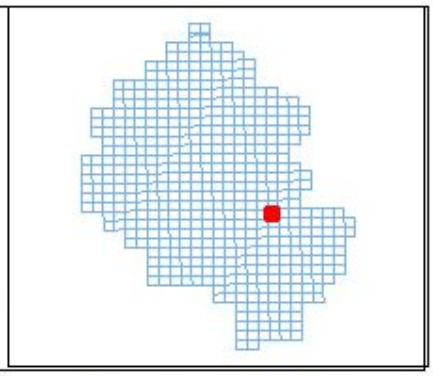
FISCAL IMPACT:
None

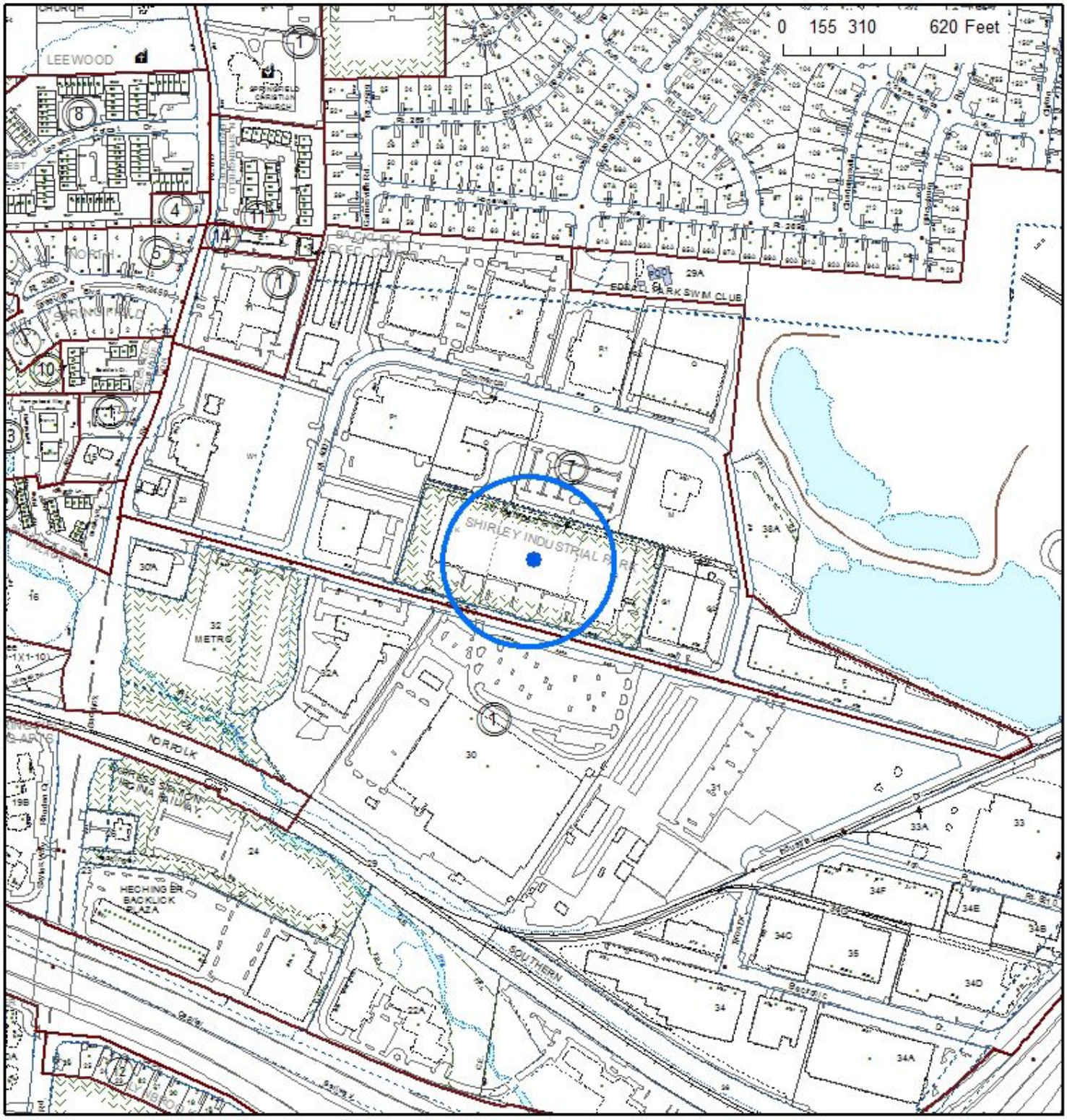
ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – License Agreement between County and Fairfax 2015, Inc.

STAFF:
David J. Molchany, Deputy County Executive
David M. Rohrer, Deputy County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department

Springfield Warehouse

County Tax Map No. 80-2 ((7)) Parcel H





Revised
2012

COUNTY OF FAIRFAX
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "License") is entered into as of the _____ day of _____, 2014 between the **Board of Supervisors of Fairfax County** (hereinafter the "County"), located at 12000 Government Center Parkway, Fairfax, Virginia 22035, and **Fairfax 2015**, a Section 501 (c) (3) non-profit (hereinafter "Licensee"), located at 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035;

WHEREAS, in the summer of 2015, Fairfax County will host the World Police and Fire Games ("WPFG"), which provide recreational Olympic-style sports competitions for police and fire professionals around the world;

WHEREAS, Licensee was created to oversee all aspects of the WPFG including, but not limited to, the direction of various events and competitions leading up to and taking place during the WPFG;

WHEREAS, in order for Licensee to successfully oversee the WPFG, Licensee requires the use of certain designated space in the County owned warehouse to store certain supplies;

WHEREAS, the County desires to license to the Licensee said certain designated space, subject to the terms and conditions of this License, without charge for monetary rent;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to the following:

1. **LOCATION OF PREMISES/PROPERTY:**

   a. The County owned property is located at: 6800-A Industrial Drive, Springfield, Virginia, 22151, County (hereinafter the "Warehouse") and the County will provide up to 50,000 square feet of Warehouse space for use by Licensee as specified herein (hereinafter the "Premises").

   b. This License does not grant any right to light or air over or about the Premises.

2. **USE**:

   a. The Premises shall be used by the Licensee solely for the storing of inventory directly related to the WPFG during the term of the License. Except as otherwise provided in the License, the Licensee shall use the Premises only for such purposes as consistent with the permitted use allowed in this License.

   b. Licensee agrees to confine its use of the Premises to the areas specifically described in this license and any common areas necessary for entering or leaving the building, which is limited to hallways, stairways, doorways, elevators, and restrooms. Licensee agrees not to use, occupy or obstruct any room or any area of the building not specifically licensed to the Licensee.

   c. The County will provide access to the Premises during regular business hours (7:00 AM to 3:30 PM. Monday through Friday), unless otherwise agreed upon by both parties.

   d. DPSM will provide orientations to the facilities and equipment to key Licensee personnel.

e. All Licensee staff accessing the Premises will present proper identification and must sign-in at the Warehouse.

f. The County shall have absolute control over matters of safety and security.

g. Licensee shall maintain inventory lists of all supplies stored in the Premises, and shall provide copies of the same inventory lists of all supplies to the County for safety and security reasons. The County is not responsible for damaged, destroyed, or missing inventory or supply shortages.

h. Licensee may not store any items the County decides is inappropriate including, but not limited to, weapons; health hazards (e.g., bedding); hazardous materials (e.g., gasoline, oil, solvents, etc.); or perishable items (e.g., produce, cold storage); or other flammable material or any explosive material in or near the Premises.

i. Upon termination or expiration of this License, Licensee will surrender the Premises to the County in good condition.

3. **RENT:**

Licensee and the Board acknowledge that Licensee shall not make regular rental payments to the Board. Licensee shall be responsible for the all cost of performance of its obligations as set forth in this Lease.

4. **TERM**:

The period of this License (hereinafter "Term") shall be for a term of ten (10) months commencing on December 1, 2014 and ending at close of business October 15, 2015 (hereinafter "Termination Date"). Licensee and the County agree that this License may be automatically renewed for an additional term of one month unless notice to the contrary is given by either party 30 (thirty) days prior to the end of the Term, and in that event, the License shall terminate at the end of that effective term.

5. **TERMINATION FOR DEFAULT:**

a. If Licensee breaches or violates any of the terms, conditions or covenants contained in this License, then this License shall, at the sole option of the County, terminate, upon written notice to the Licensee. Licensee shall cease its operations on the Premises by close of business on such date of termination and vacate the Premises by close of business on such date of termination. Further, in the event of such a breach or violation of terms, the County is authorized, with or without process of law, to repossess the Premises, and, should Licensee fail to vacate the Premises as provided herein, the County is authorized to enter onto the Premises, and to expel and remove Licensee, together with all property of every kind belonging to it.

b. If the Licensee abandons the Premises or ceases to operate or use the Premises for the reasons set forth in the License, the Licensee shall vacate the Premises within 30 days after the Premises is abandoned or Licensee ceases to operate or use the Premises as required under the License.

6. **PARKING:** Parking of vehicles at the Premises shall be at the Licensee's own risk. Licensee employees, customers and invitees shall have a non-exclusive right in common with other tenants and their employees, customers and invitees to use the Warehouse parking lot and "Handicap" parking spaces provided by the County.

LICENSE AGREEMENT

7. **MODIFICATION AND REPAIRS:**

a. Licensee agrees to accept the Premises "as is".

b. Any movable partition, trade fixtures, floor covering, or equipment installed in the Premises at the Licensee's expense shall remain the property of the Licensee and may be removed by the Licensee.

8. **SERVICES PROVIDED BY THE COUNTY:**

a. County agrees to provide the utilities specified herein to the Premises for normal business operations. However, the County shall not be liable for failure to furnish any of these utilities when such failure is caused by conditions beyond the control of the County.

1) Electrical service for normal business operations. Licensee shall not connect any additional fixtures, appliances or equipment to the Premises electrical system or make any alteration to the system, without the County's written approval.

2) Heat and Air Conditioning Provided daily to maintain comfortable occupancy of the Premises under normal business conditions.

3) The County will inform the Licensee of any incidents involving their materials.

9. **LIABILITY AND INSURANCE:**

a. Liability for Damage to Personal Property and Person. All personal property of the Licensee (including its employees, business invitees, customers, clients, etc), agents, family members, guests or trespassers, in and on the Premises, shall be and remain at the sole risk of the Licensee and the County shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or bursting, leaking, overflowing of water, sewer or steam pipers, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The County shall not be liable for any personal injury to the Licensee (including employees, business invitees, customers, clients, etc.), agents, family members, guests or trespassers arising from the use, occupancy and condition of the Premises.

b. Liability Insurance. Licensee will maintain commercial general liability and other insurance. If the Licensee fails to maintain the required insurance, the County may, but does not have to, maintain the insurance at Licensee's expense. The policy shall expressly provide that it is not subject to invalidation of the County's interest by reason of any act or omission on the part of the Licensee. The limits of the insurance will not limit the liability of the Licensee.

c. Licensee's Insurance Policies. Insurance carried by Licensee will be with companies acceptable to the County. Licensee will deliver to the County a certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable for subject to reduction of coverage or other modification except after 60 days prior written notice to the County. Licensee shall, at least 60 days prior to the expiration of the policies, furnish the County with renewals of "binders" for the policies, or the County may order the required insurance and charge the cost of Licensee.

d. Licensee will not do anything or permit any activity to be done, any equipment to be stored, or any hazardous condition to exist ("Increased Risk") which shall invalidate or

cause the cancellation of the insurance policies carried by Licensee. If Licensee does or permits any Increased Risk which causes an increase in the cost of insurance policies then Licensee shall reimburse the County for additional premiums attributable to any act, omission or operation of Licensee causing the increase in the premiums. Payment of additional premiums will not excuse Licensee from terminating or removing the Increased Risk unless the County agrees in writing. Absent agreement, Licensee shall promptly terminate or remove the Increased Risk.

e. The County, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability policy and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess."

f. Indemnification. Licensee agrees to indemnify and hold harmless the Board of Supervisors of Fairfax County, Fairfax County, its officers, agents and all employees and volunteers from any and all claims for property damage, death, bodily injuries and personal injuries, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Licensee, including his agents, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the Premises.

10. **RESPONSIBILITIES OF LICENSEE:**

Licensee agrees:

a. Not to injure or deface or suffer to be injured or defaced the Premises or any part of the Warehouse and to promptly notify the County of any damages to the Premises. Upon such notification, the County may, at its discretion, direct the Licensee to repair or replace such damaged parts of the Premises or to reimburse the County for such repairs or replacements.

b. To keep the Premises in good order and condition at all times and to notify the County of any defects in or damage to the structure, equipment, or fixtures of the Premises; and/or on or about the Premises.

c. Not to strip, overload, damage or deface the Premises.

d. To take appropriate measures to conserve and efficiently use energy and other resources such as heat, water and utilities.

e. Not to allow on the Premises any illegal, unlawful or improper activity which will be noisy, boisterous or in any manner constitute a nuisance to adjacent properties.

f. To supervise and conduct its activities in such a manner as to insure no disruption to the enjoyment and possession of other occupants of the Warehouse.

g. To comply with all rules, regulations, and conditions of this License. Any violation of the rules, regulations and conditions shall be a violation of this License, subject to Termination for Default as stated above.

h. Not to obstruct or use the sidewalks, passages, and stairways and any other parts of the Warehouse which are not occupied by the Licensee for any other purpose that entering and exiting the building.

i. Licensee shall be responsible for all repairs or maintenance necessitated by Licensee's use or occupancy of the Premises.

j. The Licensee and the County will provide on-call procedures/rosters to each other for access to the Warehouse.

m. All material delivered to drop shipment will be accompanied by documentation necessary to receive the shipment from the carrier.

n. Licensee shall be responsible for making a reasonable effort to secure the Premises and the equipment held within the Warehouse. Licensee will be responsible for all equipment stored in the Premises.

11. **DAMAGE BY FIRE OR CASUALTY:** If the Premises or any essential part of the Premises is destroyed or damaged by fire or other casualty, so as to render it unfit for the use for which licensed, and the County, at its option, determines that use of the Premises as required under this License shall cease, the County shall be entitled to terminate this License upon 15 days written notice to the Licensee. Alternatively, the County shall have the right, at its option, to repair such destruction or damage and Licensee shall, when the Premises is rendered fit for purposes for which licensed continue to use the Premises as provided in the Agreement.

12. **WAIVER:** The County shall not be liable for and the Licensee releases the County and its agents, employees, volunteers, contractors, and waives all claims for, damage to person or property sustained by the Licensee or any occupant of the Premises resulting from the Premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the Warehouse, or resulting directly or indirectly from any act or neglect of any Licensee or other occupant of the Warehouse.

13. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.

14. **COMPLIANCE WITH LAWS**: This License shall be governed by the laws (including without limitation those relating to nondiscrimination) of the United States; the Commonwealth of Virginia; Fairfax County, and appropriate Board Regulations; and Licensee agrees to abide by these provisions.

    It is understood, agreed and covenanted by and between the parties hereto that Licensee at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, policies, rules, orders, procedures, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, Commonwealth of Virginia, Fairfax County Government, Fairfax County School Board, Fairfax County Fire and Rescue Services Office, or other governmental agencies located within Fairfax County. If any act or failure to act on Licensee's part results in a violation of any of the above referred to statutes, ordinances, rules, orders, and regulations, upon due notice, Licensee will act promptly to comply therewith.

15. **SURRENDER OF POSSESSION**: Licensee agrees to remove all its goods, equipment and effects from the Premises, upon termination of this Agreement, and shall leave the Premises in a clean condition reasonably acceptable to the County.

16. **ASSIGNMENT**: Licensee shall not transfer or assign this License, nor let or sublet the whole or any part of the Premises without the written consent of the County first had and obtained. Premises or permit any other person, firm or corporation to occupy or use any part of said without the written consent of the County.

17. **RULES AND REGULATIONS**: Licensee and its agents and employees shall abide by and observe such reasonable rules and regulations as may be promulgated from time to time by the County Board of Supervisors for the operation and maintenance of the Warehouse.

LICENSE AGREEMENT

18. **TERMINATION OF LICENSE:**

    a. The License may be terminated by the County upon 30 days written notice.

    b. Licensee will be required to vacate the Premises by close of business on the Termination Date. Expiration or termination of this License by either party shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee prior to such expiration or termination.

18. **COUNTY'S FINANCIAL OBLIGATION:** To the extent that there are any financial obligations incurred by the County under the terms of this License, such financial obligations shall be subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

19. **NO PARTNERSHIP**: Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between the County and the Licensee, or to create any other relationship between the parties hereto other than that of Licensor and Licensee.

20. **COMMON AREAS**: The County reserves the right to alter the common areas, as deemed necessary, in the sole discretion of the Board of Supervisors, so long as such alteration does not interfere with the Licensee's reasonable use of the space for the purposes contracted for. This includes but is not limited to the parking are, grounds, common hallways, walkways, etc and such right shall not be infringed by Licensee.

21. **MAILING NOTICES**: Any notice which the County may desire or be required to give Licensee shall be deemed sufficiently given or rendered, if in writing, delivered to Licensee by certified or registered mail, return receipt requested, addressed to **Fairfax 2015 at 12000 Government Center Parkway, Suite 251, Fairfax, Virginia 22035**. Any notice which Licensee may desire or be required to give the County shall be deemed sufficiently given or rendered, if in writing, delivered to the County by certified or registered mail, return receipt requested, addressed to **Facilities Management Department at Fairfax County Government Center, 12000 Government Center, Suite 424, Fairfax, Virginia 22035, Attention: Leasing Department**, or other such places as Licensee and the County may from time to time designate in writing. Any notice given hereunder shall be deemed delivered when the return receipt is signed or refusal to accept the notice is noted thereon.

22. **TIME OF ESSENCE**: Time is of the essence with respect to the performance of each of the covenants and agreements under this License.

23. **SEVERABILITY**: If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws in effect during the term of this License, it is the intention of the parties that the remainder of this License shall not be affected thereby.

24. **COUNTERPARTS**: This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

23. **ENTIRE AGREEMENT**: This License contains the entire agreement between the County and the Licensee. Oral statements, representations, and prior agreements not contained or referenced in this License, shall have no force or effect. This License may be modified only in writing executed by both parties.

LICENSE AGREEMENT

SIGNED BY:

Fairfax 2015, Incorporated	Board of Supervisors of Fairfax County, Virginia
_____	_____
Bill Knight President & CEO (Licensee)	David J. Molchany Deputy County Executive
_____ DATE	_____ DATE

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Board Agenda Item
November 18, 2014

ACTION – 6

Approval of a Resolution Allocating FY 2016 Revenue Sharing Funds to Fund the Rolling Road Widening Project from Old Keene Mill Road and Ending at the Intersection of Franconia Springfield Parkway and Fairfax County Parkway

ISSUE:
Board approval of the application for and use of a maximum of $10,000,000 in FY 2016 Virginia Department of Transportation (VDOT) Revenue Sharing Program funds to enable VDOT to complete the design and right-of-way phases of the Rolling Road widening project.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Department of Transportation to apply for FY 2016 VDOT Revenue Sharing Funds, and approve the attached resolution (Attachment 1) designating a maximum of $10,000,000 in FY 2016 VDOT Revenue Sharing Program funds for the Rolling Road widening project. There is a Local Cash Match of $10,000,000 required for these funds.

TIMING:
The Board of Supervisors should act on this item on November 18, 2014, in order for staff to complete the application process by the November 28, 2014, VDOT deadline.

BACKGROUND:
The Revenue Sharing program is administered by VDOT, in cooperation with the participating localities, under the authority of Section 33.1-23.05 (Section 33.2-357, effective October 1, 2014) of the *Code of Virginia* and the Commonwealth Transportation Board's Revenue Sharing Program Policy. An annual allocation of funds for this program is designated by the Commonwealth Transportation Board.

The "Revenue Sharing Program" provides additional funding for use by a county, city, or town to construct, reconstruct, improve or maintain the highway systems within such county, city, or town, and for eligible rural additions in certain counties of the Commonwealth. Locality funds are matched, dollar for dollar, with state funds, with statutory limitations on the amount of state funds authorized per locality.

These funds may be equally matched, up to $10,000,000, by VDOT funds. This program is commonly referred to as the Revenue Sharing Program, and requires that VDOT match the local funds as a priority before allocating monies to its road systems. Therefore, the use of these funds results in a net increase of state funds available for transportation projects in the County.

These funds will be combined with other funds currently programmed for this project through VDOT's Six Year Improvement Plan. The total cost for the Rolling Road widening project is $35,200,000.

FISCAL IMPACT:
There is no fiscal impact on the General Fund for this project. Funding for the local match will be provided by Fund 40010 – County and Regional Transportation Projects, or Northern Virginia Transportation Authority regional funds.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution – Designation of FY 2016 Revenue Sharing Program Funds

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Malcolm Watson, Transportation Planner, FCDOT

ATTACHMENT 1

RESOLUTION

DESIGNATION OF FY 2016 REVENUE SHARING PROGRAM FUNDS

At a regularly scheduled meeting of the Fairfax County Board of Supervisors held in the Board Auditorium, of the Fairfax County Government Center, at Fairfax, Virginia, on Tuesday, November 18, 2014, at which meeting a quorum was present and voting, the following resolution was adopted.

WHEREAS, Fairfax County desires to submit applications for an allocation of funds of up to S10,000,000 through the Virginia Department of Transportation Fiscal Year 2016, Revenue Sharing Program; and,

WHEREAS, $10,000,000 of these funds are requested to fund Rolling Road widening (from Old Keene Mill Road and ending at the intersection of Franconia Springfield Parkway and Fairfax County Parkway); and,

NOW, THEREFORE, BE IT RESOLVED THAT: The Board of Supervisors of Fairfax County hereby supports this application for an allocation of $10,000,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the Board of Supervisors of Fairfax County hereby grants authority for the Director of the Department of Transportation to execute project administration agreements for any approved revenue sharing projects.

ADOPTED this 18th day of November 2014.

A COPY ATTEST

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
November 18, 2014

ACTION - 7

Approval of a Project Funding Agreement with the Metropolitan Washington Airports Authority for the Design and Construction of the Town Center Parkway Underpass Rail Support Structure Project (Hunter Mill District)

ISSUE:
Board of Supervisors' approval of the attached funding agreement (Attachment I) with the Metropolitan Washington Airports Authority (MWAA) for the design and construction of the Town Center Parkway Underpass Rail Support Structure project, and authorization for the director of the Fairfax County Department of Transportation (FCDOT) to execute the agreement.

RECOMMENDATION:
The County Executive recommends that the Board approve, in substantial form, the attached agreement with MWAA for the design and construction of the Town Center Parkway Underpass Rail Support Structure project, and authorize the director of FCDOT to execute the agreement

TIMING:
To execute this change order with the current quoted price of $8.7 million by November 30, 2014, MWAA requires a decision from the County whether or not to move forward with project implementation by November 21, 2014. Attachment II is the letter from MWAA notifying the County of the Change Order, specifying the date by which this agreement will need to be formally executed. Board approval is requested on November 18, 2014, to ensure the County meets these deadlines.

BACKGROUND:
The extension of Town Center Parkway from Sunset Hills Road to Sunrise Valley Drive west of Edmund Haley Drive is recommended in the County's Comprehensive Plan. This improvement is necessary to achieve the vision of the Reston Transit Station Areas, and enhance connectivity of the overall roadway network. Constructing the underpass structure beneath an active Metrorail line in the future would cause significant interruption to the rail service. To help eliminate, or at least minimize this disruption as much as possible, the county has proposed to fund the design and construction of the rail support structure as part of the Phase 2 Metrorail project that passes over the future underpass, thus allowing Metrorail tracks to span the future

roadway extension.
FCDOT staff worked with MWAA on an agreement to design and construct the rail support structure for the Town Center Parkway Dulles Toll Road Underpass project. This work would ensure that Phase 2 of the Silver Line would be supported when the future underpass is constructed, and limit disruption to Metrorail service during construction of the underpass.

The Town Center Parkway Underpass Rail Support Structure project is included in the Board's Six Year Transportation Priorities for FY2015 to FY2020, approved by the Board on January 28, 2014. According to FCDOT's project timelines for the Six Year Transportation Priorities, the Town Center Parkway Underpass Rail Support Structure project is scheduled to begin implementation in FY 2015.

There are no anticipated delays to Phase 2 of the Silver Line with the inclusion of this work.

FISCAL IMPACT:
Funding for this project is included in the Six Year Transportation Priorities Plan approved January 28, 2014. The current total estimate for the rail support structure project is $8,680,307. Staff has identified local revenues in Fund 40010 (County and Regional Transportation Projects) to advance the project. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment I – Project Funding Agreement with Appendices A, B, and C
Attachment II – MWAA Change Order Notification

STAFF:
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FUNDING AGREEMENT FOR PROJECT CHANGE

This Funding Agreement for Project Change (the "**Agreement**") is entered into effective as of the ____ day of _____, 2014, between the COUNTY OF FAIRFAX, VIRGINIA (the "**County**") and the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (the "**Airports Authority**").

BACKGROUND TO THIS AGREEMENT

A. The Airports Authority is administering the construction of Phase 2 of the Washington Metropolitan Area Transportation Authority's Silver Line ("**Phase 2**"). Phase 2 extends the Silver Line from its Phase 1 terminus at Wiehle Avenue in Fairfax County, through Dulles Airport to a new terminus at Route 772 in Loudoun County. Phase 2 includes five rail stations (as well as the terminus) and construction of a rail maintenance facility at Dulles Airport.

B. The County desires to have the Airports Authority administer, as part of Phase 2, certain additional or modified work in the County as described in Appendix A to this Agreement. The additional or modified scope of work is referred to below as the "Agreed Work."

C. The County and the Airports Authority have agreed upon the desired schedule, attached hereto in Appendix B, for the completion of the Agreed Work (the "**Agreed Schedule**").

D. Subject to appropriation, the County is willing to pay, or has otherwise made available, the cost of the Agreed Work as shown in Appendix C to this Agreement (the "**Agreed Costs**"). The County understands that due to unforeseen circumstances, the cost of the Agreed Work might exceed current estimates. Such excess costs are referred to as "**Overruns**".

E. The County and the Airports Authority have agreed, due to certain funding and regulatory constraints, that the Agreed Work cannot be paid for initially with Project funds and then reimbursed by the County. Instead, the County will deposit with the Airports Authority, in advance, the funds currently estimated to be required from time to time to pay for the Agreed Work (the "**Deposit**") in accordance with Section 2 of this Agreement. The parties acknowledge that the County has transferred an initial Deposit in the amount of $235,000 to the Airports Authority on July 14, 2014, to pay the Contractor to define the scope of the Agreed Work and provide cost estimate for such Agreed Work.

F. The Airports Authority is willing to arrange for the Agreed Work to be completed under the Design-Build Contract for the Dulles Corridor Metrorail Project Phase 2, Package A dated May 14, 2014 (the "**Contract**", http://www.mwaa.com/file/8-13-C001_Executed_Contract_05-14-13_Redacted.pdf) between the Airports Authority and Capital Rail Constructors, A Joint Venture (the "**Contractor**").

G. The Airports Authority will require its contractor as said forth in paragraph F above of this agreement to name Fairfax County as an additional insured under the Builder's Risk policyin effect during construction of Agreed Work pursuant to Section 22.1.4 of the Contract.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Airports Authority Obligations.

A. After the Deposit has been made, the Airports Authority will issue one or more change orders under the Contract to cause the Agreed Work to be (i) included in the Work of the Contract, and (ii) to be completed by the Contractor in accordance with the Contract, the Agreed Schedule, and all applicable federal, state, and local law regulations. The Contractor, and not the Airports Authority, will be responsible for the Agreed Work.

B. The Airports Authority will use the Deposit to pay for the Agreed Work including the Contractor's charges for scope definition and cost estimating.

C. The Airports Authority will provide to the County on a monthly basis a detailed statement of payments made by the Airports Authority to the Contractor for the Agreed Work.

D. The Airports Authority will promptly notify the County of expected Overruns and provide detailed estimates of all such additional costs.

E. The Airports Authority will return any unexpended Deposit funds to the County no later than ninety (90) days after the Agreed Work has been completed and has been paid for in full.

2. County Obligations.

A. The County will, within thirty (30) days after the date of this Agreement (and in any event prior to the Airports Authority's issuance of a change order as described in Section 1.A above) add funds to bring the initial $235,000 Deposit to the level required under Section 2.B below. Such funds shall be provided by wire transfer of immediately available funds to a bank designated by the Airports Authority.

B. The County will maintain the Deposit from time to time at an amount determined as follows. The Deposit shall initially be the sum of

(A) $1,000,000 plus

(B) a "**Contingency Reserve**" equal to the 10% of the Agreed Cost.

As the Deposit is used to pay the costs of the Agreed Work, the County shall from time to time add funds as needed to keep the Deposit on any date at least equal to the sum of

(X) the costs of the Agreed Work projected to be payable within sixty (60) days after such date, plus

(Y) the Contingency Reserve.

However, when 90% of the costs of the Agreed Work have been paid, the County need no longer add funds to the Deposit, and the Contingency Reserve will be drawn down to pay the remaining Agreed Costs.

C. The County accepts responsibility for the Overruns, and agrees to fund the Overruns through the Deposit along with the other costs of the Agreed Work, subject to appropriations by the Fairfax County Board of Supervisors and further subject to Section 3 below.

D. The County will promptly notify the Airports Authority if the County disagrees with the Airports Authority's application of Deposit funds. The parties will cooperate to resolve such disagreements. Unresolved disagreements will be resolved pursuant to the dispute resolution procedures in the Cooperative Agreement between the County and the Airports Authority dated July 9, 2007 as amended or clarified from time to time.

E. The County will review all invoices and supporting documentation submitted by the Airports Authority under Section 1.B. If the County believes that the Airports Authority improperly applied amounts from the Deposit, and the matter is not resolved at the staff level, then Fairfax may proceed under Section 6 below. If the matter is resolved by a final determination that funds from the Deposit were used that should not have been used, then the Airports Authority shall restore the funds in question as a Phase 2 project cost.

3. <u>County's Cancellation Right.</u>

If the County determines that the Agreed Work is likely to result in Overruns that are unacceptable to the County, or if the County lacks the required appropriation of funds to continue to pay the Agreed Costs or Overruns, the County may elect by written notice to the Airports Authority to terminate the County's obligation to add additional funds to the Deposit. The Airports Authority will then determine in its reasonable judgment, after consultation with the funding partners for Phase 2, whether to proceed with or to cancel the Agreed Work that was not done as of the County's termination notice. After a termination notice, the Airports Authority may nevertheless use the Deposit to pay for the following costs (referred to as "**Windup Costs**"): (i) the cost of Agreed Work already done, (ii) the cost of remaining Agreed Work, and (iii) the cost of any change orders to delete the remaining Agreed Work. If Deposit is insufficient to pay the Windup Costs, the shortfall will be allocated as the Airports Authority and the County agree, acting reasonably. When and if either of them determines that they are unable to reach agreement, the matter ("**Windup Dispute**") shall be resolved pursuant to the dispute resolution procedures in the Cooperative Agreement between the County and the Airports Authority dated July 9, 2007 as amended or clarified from time to time

4. <u>Shared Overruns.</u>

To the extent the resolution of a Windup Dispute establishes that the County is not responsible for a shortfall, the shortfall shall be a Project cost allocated as provided in the funding agreements in place from time to time among the funding partners for Phase 2.

5. <u>Maintenance Agreement.</u>

MWAA and the County will work with the Washington Metropolitan Area Transit Authority (WMATA) and the Virginia Department of Transportation (VDOT) to enter into a mutually acceptable maintenance agreement, based on the agreement those parties established with respect to Phase 1 of the Silver Line, to allocate maintenance responsibility after completion of the structures that are part of the Agreed Work.

6. Dispute Resolution.

In the event of a dispute under this agreement, the parties agree to meet and confer in order to effect a mutually agreeable solution. Each party shall designate an authorized official to conduct negotiations on that party's behalf. Any resolution reached via the meet and confer process shall be presented to the respective parties' chief executive, or if appropriate to the Fairfax County Board of Supervisors and the Metropolitan Washington Airports Authority Board, for approval and ratification. Nothing herein shall preclude or affect either party's legal rights under the law.

7. Miscellaneous.

A. This Agreement shall be binding upon the parties hereto and their successors and assigns.

B. This Agreement may be modified by a writing signed by an authorized representative of each of the parties.

C. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of any party, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

D. This Agreement shall not be construed as a waiver of the sovereign immunity of any party hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the date first herein written.

COUNTY OF FAIRFAX

By: _____ _____
Date

_____
Typed or Printed Name and Title of Signatory

_____
Signature of Witness

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By: _____ _____
Date

John E. Potter,
Metropolitan Washington Airports Authority, President, Chief Executive Officer

_____
Signature of Witness

Appendices

A. Description of Agreed Work

B. Agreed Schedule

C. Agreed Costs

Capital Rail Constructors
A Clark and Kiewit Joint Venture

Town Center Parkway Support Structure (Design & Construction), PCO 820080

Historical Information

In March 2014, MWAA directed CRC to advance the design of the Town Center Parkway Support Structure to 30%. As part of the Change Scope of 810080, CRC is developing a Final Design and Construction Fragnet for the additional support structure.

Fragnet Activities

Based on 30% design of the Town Center Parkway Support Structure (DP-042), CRC has developed the attached fragnet to represent the additional final design and construction work. CRC will advance DP-042 through the final design process to IFC. In addition, CRC will have to incorporate changes into the DP-006.2, DP-010, and DP-010.2 into IFP plans with OTS review. Finally, CRC will incorporate additional design changes into DP-018.2 via the NDC process.

The construction of the additional structure starts with mobilization into the area, which is followed by the installation of MOT devices. CRC has elected to drill the Secant Piles prior to the excavation of the slab. Once the primary and secondary piles are constructed, CRC will excavate down and construct protection slab. CRC will finish with waterproofing the protection slab and the retaining wall.

This fragnet has been created in a schedule outside the Project Schedule in accordance with the Contract Specifications. CRC developed this fragnet based on the June 2014 Rolling Baseline schedule, which is also the basis for calculating the impact of this fragnet on the overall progress of the project.

Conclusions

At this time, the additional design work are not impacting the progress of DP-006.2, DP-010, DP-010.2 and DP-018.2. The IFC of DP-042 will complete 9/15/15, and it will be the driving predecessor to the start of the construction for the additional support structure.

The additional support structure will impact the construction of the adjacent drainage work in N07 (Activity ID: AC07O33500205) by 148 calendar days. This impact will continue to impact the subsequent retaining wall construction (Activity ID: AC07O31500258) 77 calendar days. As a result of this civil work impact, the start for track work in N07 (Activity ID: AC07O01103950) will be delayed 26 calendar days.

This impact will delay the completion at-grade track in N07 (Activity ID: AC07O01104240) by 23 calendar days. Based on the existing crew flow, the progress of at-grade track work in N06 (Activity ID: AC06O01100220), N08 (Activity ID: AC08O01103980), N09 (Activity ID: AC09O01101780N97), N10 (Activity ID: Activity ID: AC10O01100890), N11 (Activity ID: Activity ID: AC11O01201180) and N12 (Activity ID: Activity ID: AC12O01102490) will all be impacted for 23 calendar days.

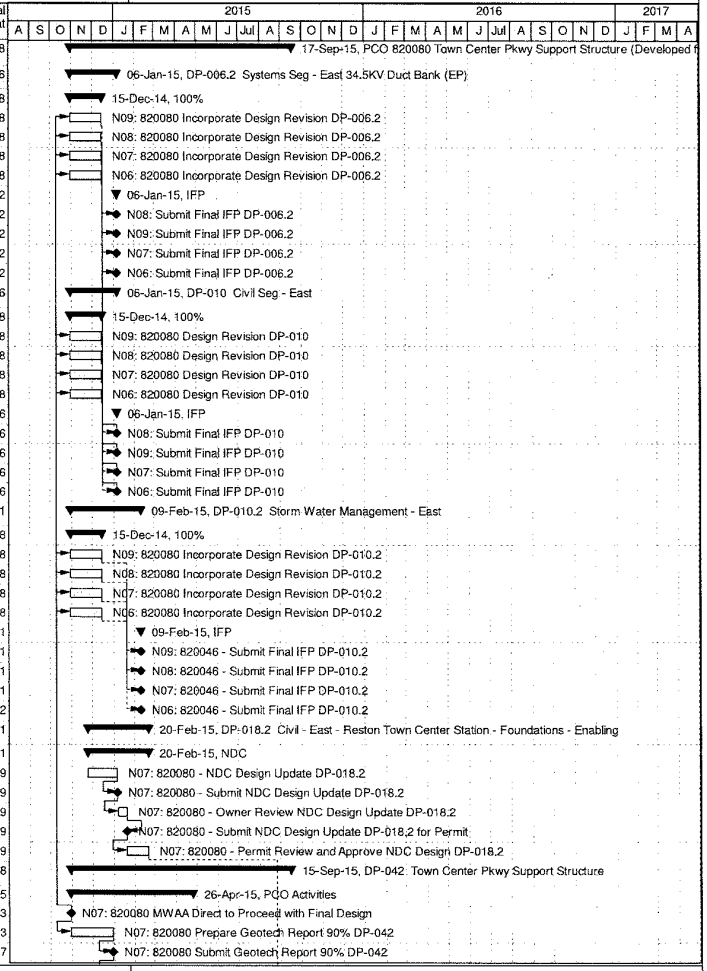
In summary, this change will delay the completion of at-grade guideway (Activity ID: ACPJW01300440) 26 calendar days, elevated track (Activity ID: ACPJW01300400) 23 calendar days, system

(ACPJW01300480) 25 calendar days, and west construction (ACPJW01300490) for 23 calendar days. This impact will not impact the substantial completion of the project (SSCD).

CRC reserves the right to modify this fragnet at any time if the conditions upon which this fragnet is based on change, or it becomes known that a portion of the changed scope has been modified. CRC will perform a schedule analysis to quantify the impact to the Schedule due to the new conditions..

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Tie-In_Design | 13-Oct-14 17:40

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA)		230	230	31-Oct-14	17-Sep-15	-168
DP-006.2 Systems Seg - East 34.5KV Duct Bank (EP)		48	48	31-Oct-14	06-Jan-15	-66
100%		30	30	31-Oct-14	15-Dec-14	-48
PCO820080-1810	N09: 820080 Incorporate Design Revision DP-006.2	30	30	31-Oct-14	15-Dec-14	-48
PCO820080-1820	N08: 820080 Incorporate Design Revision DP-006.2	30	30	31-Oct-14	15-Dec-14	-48
PCO820080-1830	N07: 820080 Incorporate Design Revision DP-006.2	30	30	31-Oct-14	15-Dec-14	-48
PCO820080-1840	N06: 820080 Incorporate Design Revision DP-006.2	30	30	31-Oct-14	15-Dec-14	-48
IFP		0	0	06-Jan-15	06-Jan-15	-92
AE08O01202100	N08: Submit Final IFP DP-006.2	0	0		06-Jan-15	-92
AE09O01102470	N09: Submit Final IFP DP-006.2	0	0		06-Jan-15	-92
AE07O01202050	N07: Submit Final IFP DP-006.2	0	0		06-Jan-15	-92
AE06O01201550	N06: Submit Final IFP DP-006.2	0	0		06-Jan-15	-92
DP-010 Civil Seg - East		48	48	31-Oct-14	06-Jan-15	-76
100%		30	30	31-Oct-14	15-Dec-14	-58
PCO820080-1850	N09: 820080 Design Revision DP-010	30	30	31-Oct-14	15-Dec-14	-58
PCO820080-1860	N08: 820080 Design Revision DP-010	30	30	31-Oct-14	15-Dec-14	-58
PCO820080-1870	N07: 820080 Design Revision DP-010	30	30	31-Oct-14	15-Dec-14	-58
PCO820080-1880	N06: 820080 Design Revision DP-010	30	30	31-Oct-14	15-Dec-14	-58
IFP		0	0	06-Jan-15	06-Jan-15	-106
AE08O01202070	N08: Submit Final IFP DP-010	0	0		06-Jan-15	-106
AE09O01102450	N09: Submit Final IFP DP-010	0	0		06-Jan-15	-106
AE07O01202030	N07: Submit Final IFP DP-010	0	0		06-Jan-15	-106
AE06O01201530	N06: Submit Final IFP DP-010	0	0		06-Jan-15	-106
DP-010.2 Storm Water Management - East		72	72	31-Oct-14	09-Feb-15	-151
100%		30	30	31-Oct-14	15-Dec-14	-108
PCO820080-1890	N09: 820080 Incorporate Design Revision DP-010.2	30	30	31-Oct-14	15-Dec-14	-108
PCO820080-1900	N08: 820080 Incorporate Design Revision DP-010.2	30	30	31-Oct-14	15-Dec-14	-108
PCO820080-1910	N07: 820080 Incorporate Design Revision DP-010.2	30	30	31-Oct-14	15-Dec-14	-108
PCO820080-1920	N06: 820080 Incorporate Design Revision DP-010.2	30	30	31-Oct-14	15-Dec-14	-128
IFP		0	0	09-Feb-15	09-Feb-15	-211
AE09O01C10270	N09: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15	-211
AE08O01C10220	N08: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15	-211
AE07O01C10220	N07: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15	-211
AE06O01C10260	N06: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15	-242
DP-018.2 Civil - East - Reston Town Center Station - Foundations - Enabling		64	64	25-Nov-14	20-Feb-15	-21
NDC		64	64	25-Nov-14	20-Feb-15	-21
PCO820080-1930	N07: 820080 - NDC Design Update DP-018.2	27	27	25-Nov-14	06-Jan-15	-19
PCO820080-1950	N07: 820080 - Submit NDC Design Update DP-018.2	0	0		06-Jan-15	-19
PCO820080-1940	N07: 820080 - Owner Review NDC Design Update DP-018.2	14	14	07-Jan-15	20-Jan-15	-29
PCO820080-1960	N07: 820080 - Submit NDC Design Update DP-018.2 for Permit	0	0		20-Jan-15	-19
PCO820080-1970	N07: 820080 - Permit Review and Approve NDC Design DP-018.2	31	31	21-Jan-15	20-Feb-15	-29
DP-042 Town Center Pkwy Support Structure		228	228	31-Oct-14	15-Sep-15	-168
PCO Activities		126	126	31-Oct-14	26-Apr-15	-155
PCO820080-1700	N07: 820080 MWAA Direct to Proceed with Final Design	0	0	31-Oct-14*		-163
PCO820080-1710	N07: 820080 Prepare Geotech Report 90% DP-042	40	40	31-Oct-14	30-Dec-14	-163
PCO820080-1720	N07: 820080 Submit Geotech Report 90% DP-042	0	0		30-Dec-14	-237



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

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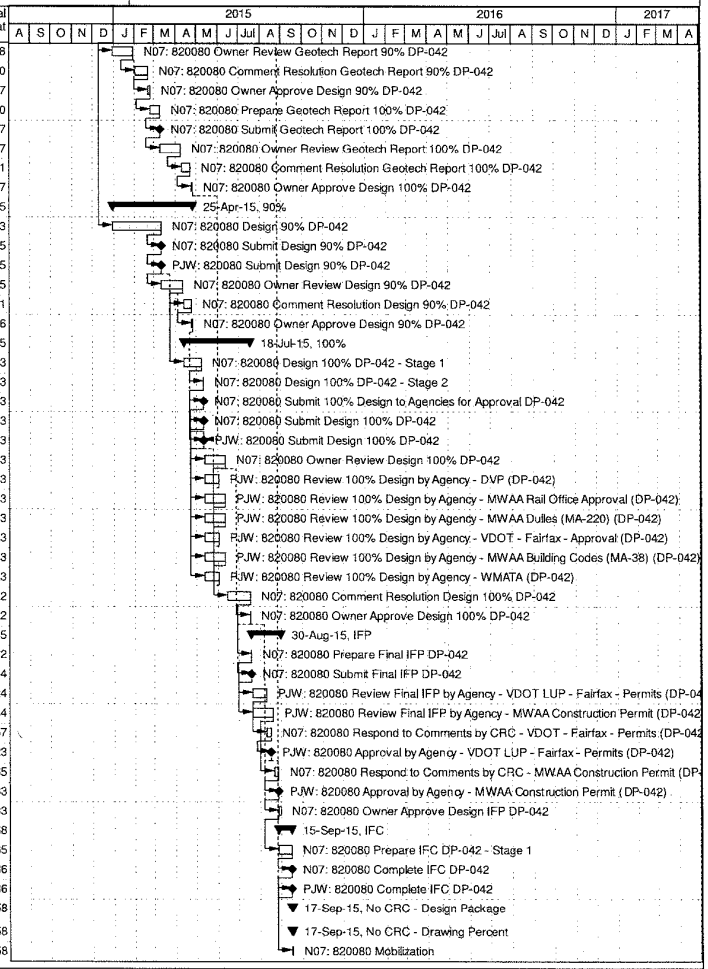
Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Tie-In_Design | 13-Oct-14 17:40

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
PCO820080-1730	N07: 820080 Owner Review Geotech Report 90% DP-042	31	31	31-Dec-14	30-Jan-15	-218
PCO820080-1740	N07: 820080 Comment Resolution Geotech Report 90% DP-042	15	15	02-Feb-15	20-Feb-15	-150
PCO820080-1750	N07: 820080 Owner Approve Design 90% DP-042	3	3	21-Feb-15	23-Feb-15	-217
PCO820080-1760	N07: 820080 Prepare Geotech Report 100% DP-042	10	10	24-Feb-15	09-Mar-15	-150
PCO820080-1770	N07: 820080 Submit Geotech Report 100% DP-042	0	0		09-Mar-15	-217
PCO820080-1780	N07: 820080 Owner Review Geotech Report 100% DP-042	31	31	10-Mar-15	09-Apr-15	-217
PCO820080-1790	N07: 820080 Comment Resolution Geotech Report 100% DP-042	10	10	10-Apr-15	23-Apr-15	-151
PCO820080-1800	N07: 820080 Owner Approve Design 100% DP-042	3	3	24-Apr-15	26-Apr-15	-217
90%		83	83	31-Dec-14	25-Apr-15	-155
PCO820080-1340	N07: 820080 Design 90% DP-042	50	50	31-Dec-14	11-Mar-15	-163
PCO820080-1350	N07: 820080 Submit Design 90% DP-042	0	0		11-Mar-15	-235
PCO820080-1360	PJW: 820080 Submit Design 90% DP-042	0	0		11-Mar-15	-235
PCO820080-1370	N07: 820080 Owner Review Design 90% DP-042	31	31	12-Mar-15	11-Apr-15	-235
PCO820080-1380	N07: 820080 Comment Resolution Design 90% DP-042	10	10	13-Apr-15	24-Apr-15	-151
PCO820080-1390	N07: 820080 Owner Approve Design 90% DP-042	1	1	25-Apr-15	25-Apr-15	-216
100%		70	70	13-Apr-15	18-Jul-15	-165
PCO820080-1400	N07: 820080 Design 100% DP-042 - Stage 1	20	20	13-Apr-15	08-May-15	-163
PCO820080-1410	N07: 820080 Design 100% DP-042 - Stage 2	2	2	11-May-15	12-May-15	-163
PCO820080-1430	N07: 820080 Submit 100% Design to Agencies for Approval DP-042	0	0		12-May-15	-233
PCO820080-1440	N07: 820080 Submit Design 100% DP-042	0	0		12-May-15	-233
PCO820080-1450	PJW: 820080 Submit Design 100% DP-042	0	0		12-May-15	-233
PCO820080-1460	N07: 820080 Owner Review Design 100% DP-042	31	31	13-May-15	12-Jun-15	-233
PCO820080-1470	PJW: 820080 Review 100% Design by Agency - DVP (DP-042)	21	21	13-May-15	02-Jun-15	-223
PCO820080-1480	PJW: 820080 Review 100% Design by Agency - MWAA Rail Office Approval (DP-042)	31	31	13-May-15	12-Jun-15	-233
PCO820080-1490	PJW: 820080 Review 100% Design by Agency - MWAA Dulles (MA-220) (DP-042)	31	31	13-May-15	12-Jun-15	-233
PCO820080-1500	PJW: 820080 Review 100% Design by Agency - VDOT - Fairfax - Approval (DP-042)	21	21	13-May-15	02-Jun-15	-223
PCO820080-1510	PJW: 820080 Review 100% Design by Agency - MWAA Building Codes (MA-38) (DP-	31	31	13-May-15	12-Jun-15	-233
PCO820080-1520	PJW: 820080 Review 100% Design by Agency - WMATA (DP-042)	21	21	13-May-15	02-Jun-15	-223
PCO820080-1560	N07: 820080 Comment Resolution Design 100% DP-042	24	24	15-Jun-15	17-Jul-15	-162
PCO820080-1570	N07: 820080 Owner Approve Design 100% DP-042	1	1	18-Jul-15	18-Jul-15	-232
IFP		30	30	20-Jul-15	30-Aug-15	-165
PCO820080-1580	N07: 820080 Prepare Final IFP DP-042	1	1	20-Jul-15	20-Jul-15	-162
PCO820080-1590	N07: 820080 Submit Final IFP DP-042	0	0		20-Jul-15	-234
PCO820080-1600	PJW: 820080 Review Final IFP by Agency - VDOT LUP - Fairfax - Permits (DP-042)	21	21	21-Jul-15	10-Aug-15	-224
PCO820080-1610	PJW: 820080 Review Final IFP by Agency - MWAA Construction Permit (DP-042)	31	31	21-Jul-15	20-Aug-15	-234
PCO820080-1620	N07: 820080 Respond to Comments by CRC - VDOT - Fairfax - Permits (DP-042)	5	5	11-Aug-15	17-Aug-15	-157
PCO820080-1630	PJW: 820080 Approval by Agency - VDOT LUP - Fairfax - Permits (DP-042)	0	0		17-Aug-15	-223
PCO820080-1640	N07: 820080 Respond to Comments by CRC - MWAA Construction Permit (DP-042)	5	5	21-Aug-15	27-Aug-15	-165
PCO820080-1650	PJW: 820080 Approval by Agency - MWAA Construction Permit (DP-042)	0	0		27-Aug-15	-233
PCO820080-1660	N07: 820080 Owner Approve Design IFP DP-042	3	3	28-Aug-15	30-Aug-15	-233
IFC		13	13	28-Aug-15	15-Sep-15	-168
PCO820080-1670	N07: 820080 Prepare IFC DP-042 - Stage 1	12	12	28-Aug-15	15-Sep-15	-165
PCO820080-1680	N07: 820080 Complete IFC DP-042	0	0		15-Sep-15	-236
PCO820080-1690	PJW: 820080 Complete IFC DP-042	0	0		15-Sep-15	-236
No CRC - Design Package		2	2	16-Sep-15	17-Sep-15	-158
No CRC - Drawing Percent		2	2	16-Sep-15	17-Sep-15	-158
PCO820080-1000	N07: 820080 Mobilization	2	2	16-Sep-15	17-Sep-15	-158



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

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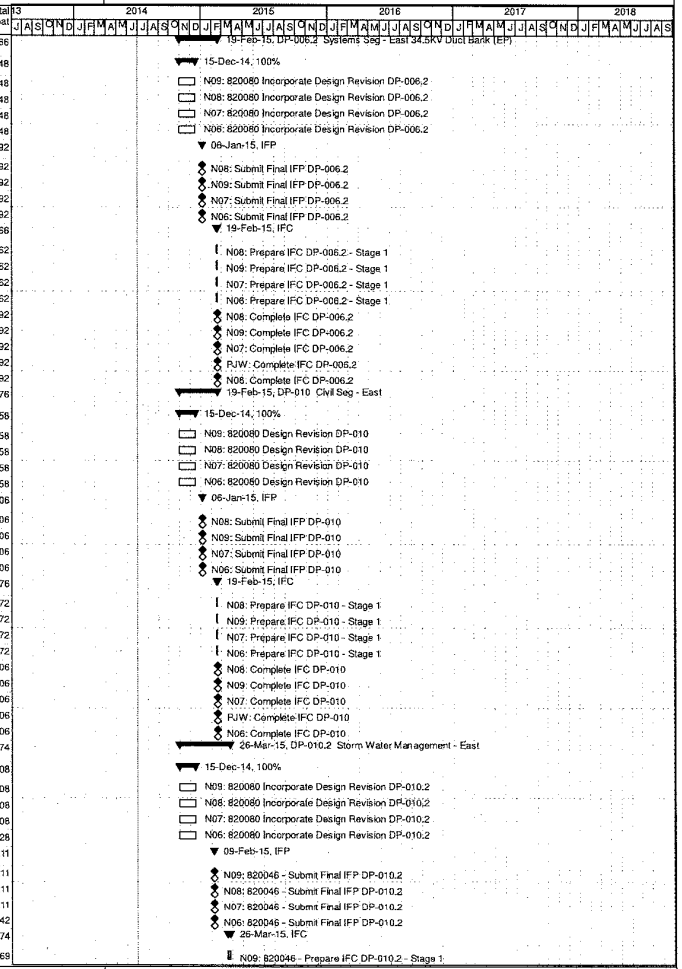
Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_Design | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Change in Finish Date	Total Float
DP-006.2 Systems Seg - East 34.5KV Duct Bank (EP)		80	80	06-Jan-15	19-Feb-15	31-Oct-14	19-Feb-15	48	0	-66
100%		30	30			31-Oct-14	15-Dec-14			-48
PCO820080-1810	N09: 820080 Incorporate Design Revision DP-006.2	30	30			31-Oct-14	15-Dec-14			-48
PCO820080-1820	N08: 820080 Incorporate Design Revision DP-006.2	30	30			31-Oct-14	15-Dec-14			-48
PCO820080-1830	N07: 820080 Incorporate Design Revision DP-006.2	30	30			31-Oct-14	15-Dec-14			-48
PCO820080-1840	N06: 820080 Incorporate Design Revision DP-006.2	30	30			31-Oct-14	15-Dec-14			-48
IFP		0	0	06-Jan-15	06-Jan-15	06-Jan-15	06-Jan-15	0	0	-92
AE08O01202100	N08: Submit Final IFP DP-006.2	0	0		06-Jan-15		06-Jan-15	0	0	-92
AE09O01102470	N09: Submit Final IFP DP-006.2	0	0		06-Jan-15		06-Jan-15	0	0	-92
AE07O01202050	N07: Submit Final IFP DP-006.2	0	0		06-Jan-15		06-Jan-15	0	0	-92
AE06O01201550	N06: Submit Final IFP DP-006.2	0	0		06-Jan-15		06-Jan-15	0	0	-92
IFC		4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-66
AE08O01202900	N08: Prepare IFC DP-006.2 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-62
AE09O01103370	N09: Prepare IFC DP-006.2 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-62
AE07O01202730	N07: Prepare IFC DP-006.2 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-62
AE06O01202010	N06: Prepare IFC DP-006.2 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-62
AE08O01202990	N08: Complete IFC DP-006.2	0	0		19-Feb-15		19-Feb-15	0	0	-92
AE09O01103540	N09: Complete IFC DP-006.2	0	0		19-Feb-15		19-Feb-15	0	0	-92
AE07O01202820	N07: Complete IFC DP-006.2	0	0		19-Feb-15		19-Feb-15	0	0	-92
AEPJW01103550	PJW: Complete IFC DP-006.2	0	0		19-Feb-15		19-Feb-15	0	0	-92
AE06O01202090	N06: Complete IFC DP-006.2	0	0		19-Feb-15		19-Feb-15	0	0	-92
DP-010 Civil Seg - East		80	80	06-Jan-15	19-Feb-15	31-Oct-14	19-Feb-15	48	0	-76
100%		30	30			31-Oct-14	15-Dec-14			-58
PCO820080-1850	N09: 820080 Design Revision DP-010	30	30			31-Oct-14	15-Dec-14			-58
PCO820080-1860	N08: 820080 Design Revision DP-010	30	30			31-Oct-14	15-Dec-14			-58
PCO820080-1870	N07: 820080 Design Revision DP-010	30	30			31-Oct-14	15-Dec-14			-58
PCO820080-1880	N06: 820080 Design Revision DP-010	30	30			31-Oct-14	15-Dec-14			-58
IFP		0	0	06-Jan-15	06-Jan-15	06-Jan-15	06-Jan-15	0	0	-106
AE08O01202070	N08: Submit Final IFP DP-010	0	0		06-Jan-15		06-Jan-15	0	0	-106
AE09O01102450	N09: Submit Final IFP DP-010	0	0		06-Jan-15		06-Jan-15	0	0	-106
AE07O01202030	N07: Submit Final IFP DP-010	0	0		06-Jan-15		06-Jan-15	0	0	-106
AE06O01201530	N06: Submit Final IFP DP-010	0	0		06-Jan-15		06-Jan-15	0	0	-106
IFC		4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-76
AE08O01202430	N08: Prepare IFC DP-010 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-72
AE09O01102930	N09: Prepare IFC DP-010 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-72
AE07O01202400	N07: Prepare IFC DP-010 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-72
AE06O01201800	N06: Prepare IFC DP-010 - Stage 1	4	4	16-Feb-15	19-Feb-15	16-Feb-15	19-Feb-15	0	0	-72
AE08O01202650	N08: Complete IFC DP-010	0	0		19-Feb-15		19-Feb-15	0	0	-106
AE09O01103120	N09: Complete IFC DP-010	0	0		19-Feb-15		19-Feb-15	0	0	-106
AE07O01202540	N07: Complete IFC DP-010	0	0		19-Feb-15		19-Feb-15	0	0	-106
AEPJW01103130	PJW: Complete IFC DP-010	0	0		19-Feb-15		19-Feb-15	0	0	-106
AE06O01201900	N06: Complete IFC DP-010	0	0		19-Feb-15		19-Feb-15	0	0	-106
DP-010.2 Storm Water Management - East		105	105	09-Feb-15	26-Mar-15	31-Oct-14	26-Mar-15	72	0	-174
100%		30	30			31-Oct-14	15-Dec-14			-108
PCO820080-1890	N09: 820080 Incorporate Design Revision DP-010.2	30	30			31-Oct-14	15-Dec-14			-108
PCO820080-1900	N08: 820080 Incorporate Design Revision DP-010.2	30	30			31-Oct-14	15-Dec-14			-108
PCO820080-1910	N07: 820080 Incorporate Design Revision DP-010.2	30	30			31-Oct-14	15-Dec-14			-108
PCO820080-1920	N06: 820080 Incorporate Design Revision DP-010.2	30	30			31-Oct-14	15-Dec-14			-128
IFP		0	0	09-Feb-15	09-Feb-15	09-Feb-15	09-Feb-15	0	0	-211
AE09O01C10270	N09: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15		09-Feb-15	0	0	-211
AE08O01C10220	N08: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15		09-Feb-15	0	0	-211
AE07O01C10220	N07: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15		09-Feb-15	0	0	-211
AE06O01C10260	N06: 820046 - Submit Final IFP DP-010.2	0	0		09-Feb-15		09-Feb-15	0	0	-242
IFC		5	5	20-Mar-15	26-Mar-15	20-Mar-15	26-Mar-15	0	0	-174
AE09O01C10160	N09: 820046 - Prepare IFC DP-010.2 - Stage 1	5	5	20-Mar-15	26-Mar-15	20-Mar-15	26-Mar-15	0	0	-169



Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

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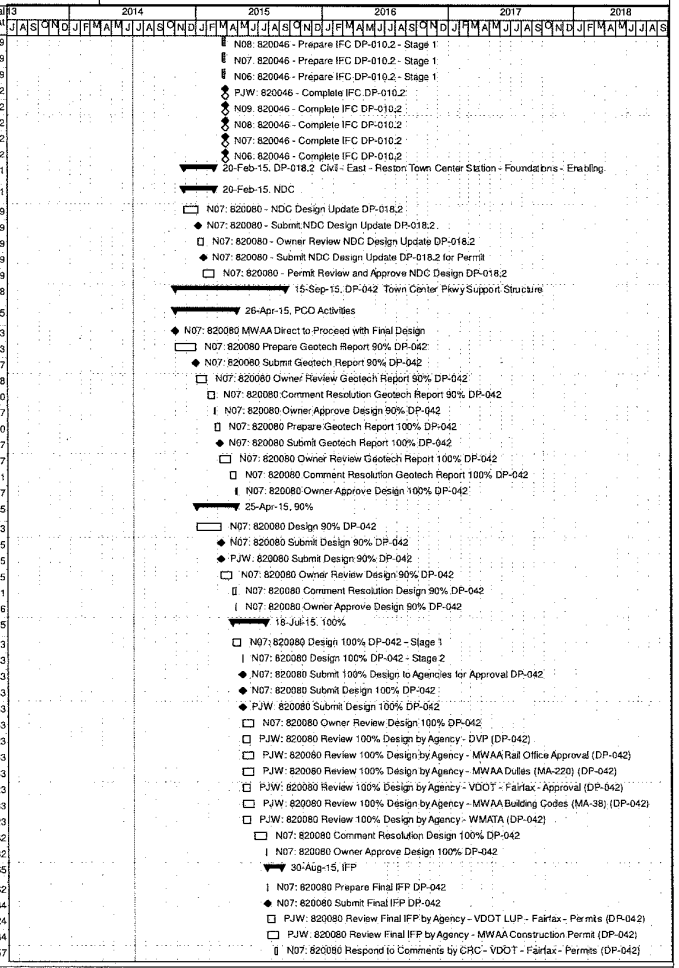
Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_Design | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
AE08O01C10150	N08: 820046 - Prepare IFC DP-010.2 - Stage 1	5	5	20-Mar-15	26-Mar-15	20-Mar-15	26-Mar-15	0	0	-169
AE07O01C10150	N07: 820046 - Prepare IFC DP-010.2 - Stage 1	5	5	20-Mar-15	26-Mar-15	20-Mar-15	26-Mar-15	0	0	-169
AE06O01C10150	N06: 820046 - Prepare IFC DP-010.2 - Stage 1	5	5	20-Mar-15	26-Mar-15	20-Mar-15	26-Mar-15	0	0	-169
AEPJW01C10170	PJW: 820046 - Complete IFC DP-010.2	0	0		26-Mar-15		26-Mar-15	0	0	-242
AE09O01C10170	N09: 820046 - Complete IFC DP-010.2	0	0		26-Mar-15		26-Mar-15	0	0	-242
AE08O01C10160	N08: 820046 - Complete IFC DP-010.2	0	0		26-Mar-15		26-Mar-15	0	0	-242
AE07O01C10160	N07: 820046 - Complete IFC DP-010.2	0	0		26-Mar-15		26-Mar-15	0	0	-242
AE06O01C10200	N06: 820046 - Complete IFC DP-010.2	0	0		26-Mar-15		26-Mar-15	0	0	-242
DP-018.2 Civil - East - Reston Town Center Station - Foundations - Enabl		64	64			25-Nov-14	20-Feb-15			-21
NDC		64	64			25-Nov-14	20-Feb-15			-21
PCO820080-1930	N07: 820080 - NDC Design Update DP-018.2	27	27			25-Nov-14	06-Jan-15			-19
PCO820080-1950	N07: 820080 - Submit NDC Design Update DP-018.2	0	0				06-Jan-15			-19
PCO820080-1940	N07: 820080 - Owner Review NDC Design Update DP-018.2	14	14			07-Jan-15	20-Jan-15			-29
PCO820080-1960	N07: 820080 - Submit NDC Design Update DP-018.2 for Permit	0	0				20-Jan-15			-19
PCO820080-1970	N07: 820080 - Permit Review and Approve NDC Design DP-018.2	31	31			21-Jan-15	20-Feb-15			-29
DP-042 Town Center Pkwy Support Structure		228	228			31-Oct-14	15-Sep-15			-168
PCO Activities		126	126			31-Oct-14	26-Apr-15			-155
PCO820080-1700	N07: 820080 MWAA Direct to Proceed with Final Design	0	0			31-Oct-14*				-163
PCO820080-1710	N07: 820080 Prepare Geotech Report 90% DP-042	40	40			31-Oct-14	30-Dec-14			-163
PCO820080-1720	N07: 820080 Submit Geotech Report 90% DP-042	0	0				30-Dec-14			-237
PCO820080-1730	N07: 820080 Owner Review Geotech Report 90% DP-042	31	31			31-Dec-14	30-Jan-15			-218
PCO820080-1740	N07: 820080 Comment Resolution Geotech Report 90% DP-042	15	15			02-Feb-15	20-Feb-15			-150
PCO820080-1750	N07: 820080 Owner Approve Design 90% DP-042	3	3			21-Feb-15	23-Feb-15			-217
PCO820080-1760	N07: 820080 Prepare Geotech Report 100% DP-042	10	10			24-Feb-15	09-Mar-15			-150
PCO820080-1770	N07: 820080 Submit Geotech Report 100% DP-042	0	0				09-Mar-15			-217
PCO820080-1780	N07: 820080 Owner Review Geotech Report 100% DP-042	31	31			10-Mar-15	09-Apr-15			-217
PCO820080-1790	N07: 820080 Comment Resolution Geotech Report 100% DP-042	10	10			10-Apr-15	23-Apr-15			-151
PCO820080-1800	N07: 820080 Owner Approve Design 100% DP-042	3	3			24-Apr-15	26-Apr-15			-217
90%		83	83			31-Dec-14	25-Apr-15			-155
PCO820080-1340	N07: 820080 Design 90% DP-042	50	50			31-Dec-14	11-Mar-15			-163
PCO820080-1350	N07: 820080 Submit Design 90% DP-042	0	0				11-Mar-15			-235
PCO820080-1360	PJW: 820080 Submit Design 90% DP-042	0	0				11-Mar-15			-235
PCO820080-1370	N07: 820080 Owner Review Design 90% DP-042	31	31			12-Mar-15	11-Apr-15			-235
PCO820080-1380	N07: 820080 Comment Resolution Design 90% DP-042	10	10			13-Apr-15	24-Apr-15			-151
PCO820080-1390	N07: 820080 Owner Approve Design 90% DP-042	1	1			25-Apr-15	25-Apr-15			-216
100%		70	70			13-Apr-15	18-Jul-15			-165
PCO820080-1400	N07: 820080 Design 100% DP-042 - Stage 1	20	20			13-Apr-15	08-May-15			-163
PCO820080-1410	N07: 820080 Design 100% DP-042 - Stage 2	2	2			11-May-15	12-May-15			-163
PCO820080-1430	N07: 820080 Submit 100% Design to Agencies for Approval DP-042	0	0				12-May-15			-233
PCO820080-1440	N07: 820080 Submit Design 100% DP-042	0	0				12-May-15			-233
PCO820080-1450	PJW: 820080 Submit Design 100% DP-042	0	0				12-May-15			-233
PCO820080-1460	N07: 820080 Owner Review Design 100% DP-042	31	31			13-May-15	12-Jun-15			-233
PCO820080-1470	PJW: 820080 Review 100% Design by Agency - DVP (DP-042)	21	21			13-May-15	02-Jun-15			-223
PCO820080-1480	PJW: 820080 Review 100% Design by Agency - MWAA Rail Office Approv	31	31			13-May-15	12-Jun-15			-233
PCO820080-1490	PJW: 820080 Review 100% Design by Agency - MWAA Dulles (MA-220) (I	31	31			13-May-15	12-Jun-15			-233
PCO820080-1500	PJW: 820080 Review 100% Design by Agency - VDOT - Fairfax - Approval	21	21			13-May-15	02-Jun-15			-223
PCO820080-1510	PJW: 820080 Review 100% Design by Agency - MWAA Building Codes (M	31	31			13-May-15	12-Jun-15			-233
PCO820080-1520	PJW: 820080 Review 100% Design by Agency - WMATA (DP-042)	21	21			13-May-15	02-Jun-15			-223
PCO820080-1560	N07: 820080 Comment Resolution Design 100% DP-042	24	24			15-Jun-15	17-Jul-15			-162
PCO820080-1570	N07: 820080 Owner Approve Design 100% DP-042	1	1			18-Jul-15	18-Jul-15			-232
IFP		30	30			20-Jul-15	30-Aug-15			-165
PCO820080-1580	N07: 820080 Prepare Final IFP DP-042	1	1			20-Jul-15	20-Jul-15			-162
PCO820080-1590	N07: 820080 Submit Final IFP DP-042	0	0				20-Jul-15			-234
PCO820080-1600	PJW: 820080 Review Final IFP by Agency - VDOT LUP - Fairfax - Permits	21	21			21-Jul-15	10-Aug-15			-224
PCO820080-1610	PJW: 820080 Review Final IFP by Agency - MWAA Construction Permit (D	31	31			21-Jul-15	20-Aug-15			-234
PCO820080-1620	N07: 820080 Respond to Comments by CRC - VDOT - Fairfax - Permits (D	5	5			11-Aug-15	17-Aug-15			-157

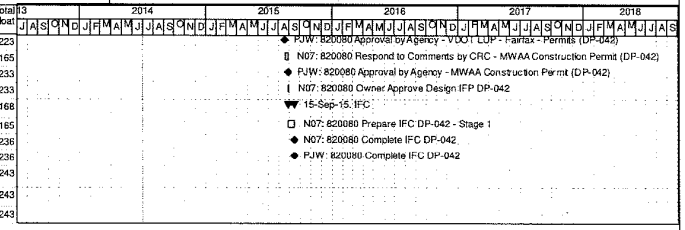


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_Design | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
PCO820080-1630	PJW: 820080 Approval by Agency - VDOT LUP - Fairfax - Permits (DP-042	0	0				17-Aug-15			-223
PCO820080-1640	N07: 820080 Respond to Comments by CRC - MWAA Construction Permit	5	5			21-Aug-15	27-Aug-15			-165
PCO820080-1650	PJW: 820080 Approval by Agency - MWAA Construction Permit (DP-042)	0	0				27-Aug-15			-233
PCO820080-1660	N07: 820080 Owner Approve Design IFP DP-042	3	3			28-Aug-15	30-Aug-15			-233
IFC		13	13			28-Aug-15	15-Sep-15			-168
PCO820080-1670	N07: 820080 Prepare IFC DP-042 - Stage 1	12	12			28-Aug-15	15-Sep-15			-165
PCO820080-1680	N07: 820080 Complete IFC DP-042	0	0				15-Sep-15			-236
PCO820080-1690	PJW: 820080 Complete IFC DP-042	0	0				15-Sep-15			-236
No CRC - Design Package		0	0	07-Mar-19	07-Mar-19	07-Mar-19	07-Mar-19	0	0	-243
No CRC - Drawing Percent		0	0	07-Mar-19	07-Mar-19	07-Mar-19	07-Mar-19	0	0	-243
AXPJW01100090	PJW: Project Substantial Completion (SSCD) (7/7/2018)	0	0		07-Mar-19		07-Mar-19*	0	0	-243

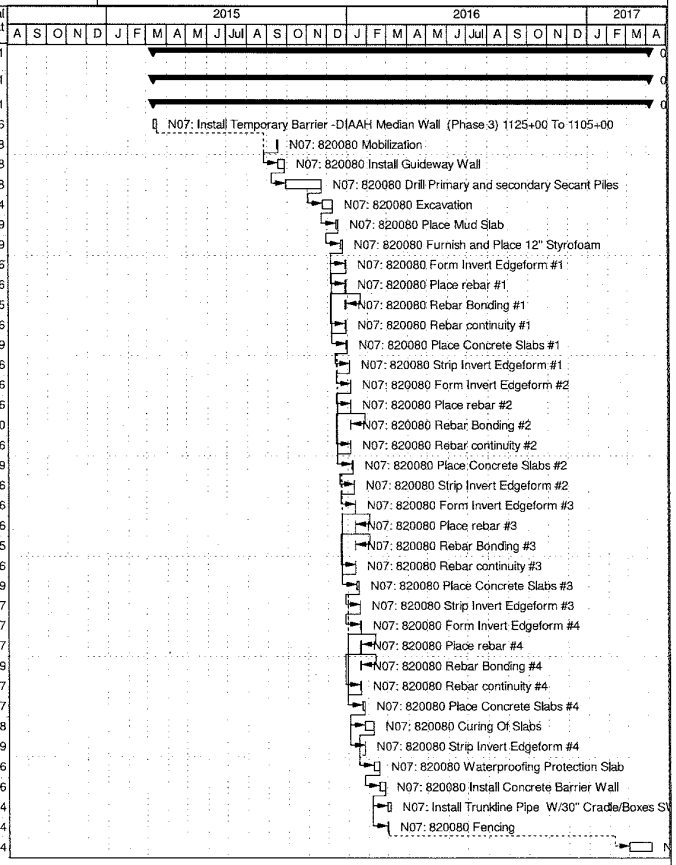


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Tie-In_Const | 13-Oct-14 17:41

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA)		540	540	12-Mar-15	05-Apr-17	371
N07 Reston Town Center		540	540	12-Mar-15	05-Apr-17	371
Construction		540	540	12-Mar-15	05-Apr-17	371
AC07O01500103	N07: Install Temporary Barrier -DIAAH Median Wall (Phase 3) 1125+00 To 1105+00	4	4	12-Mar-15	17-Mar-15	-36
PCO820080-1000	N07: 820080 Mobilization	2	2	16-Sep-15	17-Sep-15	-158
PCO820080-1010	N07: 820080 Install Guideway Wall	6	6	18-Sep-15	28-Sep-15	-158
PCO820080-1020	N07: 820080 Drill Primary and secondary Secant Piles	38	38	29-Sep-15	23-Nov-15	-158
PCO820080-1030	N07: 820080 Excavation	10	10	24-Nov-15	10-Dec-15	-134
PCO820080-1080	N07: 820080 Place Mud Slab	5	5	14-Dec-15	18-Dec-15	-149
PCO820080-1100	N07: 820080 Furnish and Place 12" Styrofoam	4	4	21-Dec-15	24-Dec-15	-149
PCO820080-1050	N07: 820080 Form Invert Edgeform #1	2	2	28-Dec-15	29-Dec-15	-156
PCO820080-1060	N07: 820080 Place rebar #1	2	2	28-Dec-15	29-Dec-15	-156
PCO820080-1110	N07: 820080 Rebar Bonding #1	2	2	28-Dec-15	29-Dec-15	655
PCO820080-1120	N07: 820080 Rebar continuity #1	2	2	28-Dec-15	29-Dec-15	-156
PCO820080-1070	N07: 820080 Place Concrete Slabs #1	2	2	30-Dec-15	31-Dec-15	-149
PCO820080-1130	N07: 820080 Strip Invert Edgeform #1	1	1	04-Jan-16	04-Jan-16	-156
PCO820080-1150	N07: 820080 Form Invert Edgeform #2	2	2	05-Jan-16	06-Jan-16	-156
PCO820080-1160	N07: 820080 Place rebar #2	2	2	05-Jan-16	06-Jan-16	-156
PCO820080-1180	N07: 820080 Rebar Bonding #2	2	2	05-Jan-16	06-Jan-16	650
PCO820080-1190	N07: 820080 Rebar continuity #2	2	2	05-Jan-16	06-Jan-16	-156
PCO820080-1170	N07: 820080 Place Concrete Slabs #2	2	2	07-Jan-16	08-Jan-16	-149
PCO820080-1200	N07: 820080 Strip Invert Edgeform #2	1	1	11-Jan-16	11-Jan-16	-156
PCO820080-1210	N07: 820080 Form Invert Edgeform #3	2	2	12-Jan-16	13-Jan-16	-156
PCO820080-1220	N07: 820080 Place rebar #3	2	2	12-Jan-16	13-Jan-16	-156
PCO820080-1240	N07: 820080 Rebar Bonding #3	2	2	12-Jan-16	13-Jan-16	645
PCO820080-1250	N07: 820080 Rebar continuity #3	2	2	12-Jan-16	13-Jan-16	-156
PCO820080-1230	N07: 820080 Place Concrete Slabs #3	2	2	14-Jan-16	18-Jan-16	-149
PCO820080-1260	N07: 820080 Strip Invert Edgeform #3	1	1	19-Jan-16	19-Jan-16	-157
PCO820080-1270	N07: 820080 Form Invert Edgeform #4	2	2	20-Jan-16	21-Jan-16	-157
PCO820080-1280	N07: 820080 Place rebar #4	2	2	20-Jan-16	21-Jan-16	-157
PCO820080-1300	N07: 820080 Rebar Bonding #4	2	2	20-Jan-16	21-Jan-16	639
PCO820080-1310	N07: 820080 Rebar continuity #4	2	2	20-Jan-16	21-Jan-16	-157
PCO820080-1290	N07: 820080 Place Concrete Slabs #4	2	2	22-Jan-16	25-Jan-16	-157
PCO820080-1140	N07: 820080 Curing Of Slabs	14	14	26-Jan-16	08-Feb-16	-238
PCO820080-1320	N07: 820080 Strip Invert Edgeform #4	1	1	26-Jan-16	26-Jan-16	-149
PCO820080-1090	N07: 820080 Waterproofing Protection Slab	5	5	09-Feb-16	16-Feb-16	-136
PCO820080-1040	N07: 820080 Install Concrete Barrier Wall	6	6	17-Feb-16	26-Feb-16	-136
AC07O33500205	N07: Install Trunkline Pipe W/30" Cradle/Boxes SWM #2-1A 1145+00 To 1130+00	5	5	29-Feb-16	04-Mar-16	-154
PCO820080-1330	N07: 820080 Fencing	2	2	29-Feb-16	01-Mar-16	144
AC07O32100070	N07: Install Chain Link Fence and Gates for At-Grade Guideway	19	19	03-Mar-17	05-Apr-17	-84



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

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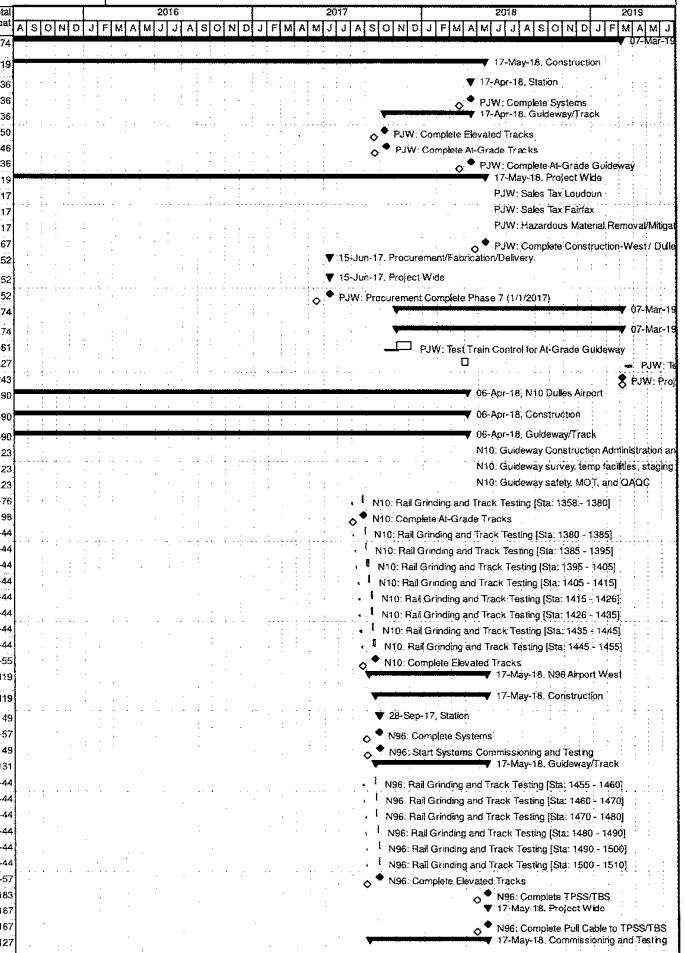
Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
Project Wide		1479	1223	08-Jul-13	28-Mar-19	08-Jul-13 A	07-Mar-19	0	15	-174
Construction		1269	1013	08-Jul-13	24-Apr-18	08-Jul-13 A	17-May-18	0	-17	-119
Station		0	0	23-Mar-18	23-Mar-18	17-Apr-18	17-Apr-18	-25	-25	-136
ACPJW01300480	PJW: Complete Systems	0	0		23-Mar-18		17-Apr-18	-25	-25	-136
Guideway/Track		186	186	19-Sep-17	23-Mar-18	12-Oct-17	17-Apr-18	-23	-25	-136
ACPJW01300400	PJW: Complete Elevated Tracks	0	0		19-Sep-17		12-Oct-17	-23	-23	50
ACPJW01300410	PJW: Complete At-Grade Tracks	0	0		20-Sep-17		16-Oct-17	-26	-26	46
ACPJW01300440	PJW: Complete At-Grade Guideway	0	0		23-Mar-18		17-Apr-18	-25	-25	-136
Project Wide		1269	1013	08-Jul-13	24-Apr-18	08-Jul-13 A	17-May-18	0	-17	-119
ACPJW01200040	PJW: Sales Tax Loudoun	1095	986	08-Jul-13	24-Apr-18	08-Jul-13 A	17-May-18	0	-17	-117
ACPJW01200030	PJW: Sales Tax Fairfax	1095	986	08-Jul-13	24-Apr-18	08-Jul-13 A	17-May-18	0	-17	-117
ACPJW31100000	PJW: Hazardous Material Removal/Mitigation - CR	954	954	15-Aug-14	24-Apr-18	15-Aug-14	17-May-18	0	-17	-117
ACPJW01300490	PJW: Complete Construction-West / Dulles	0	0		24-Apr-18		17-May-18	-23	-23	-167
Procurement/Fabrication/Delivery		0	0	17-May-17	17-May-17	15-Jun-17	15-Jun-17	-29	-29	52
Project Wide		0	0	17-May-17	17-May-17	15-Jun-17	15-Jun-17	-29	-29	52
ACPJW01190070	PJW: Procurement Complete Phase 7 (1/1/2017)	0	0		17-May-17		15-Jun-17	-29	-29	52
Commissioning and Testing		348	348	13-Oct-17	28-Mar-19	07-Nov-17	07-Mar-19	-17	15	-174
Project Wide		348	348	13-Oct-17	28-Mar-19	07-Nov-17	07-Mar-19	-17	15	-174
AXPJW01100020	PJW: Test Train Control for At-Grade Guideway	20	20	13-Oct-17	09-Nov-17	07-Nov-17	06-Dec-17	-17	-17	-61
AXPJW01100030	PJW: Test Devices for At-Grade Guideway	10	10	15-Mar-19	28-Mar-19	27-Mar-18	09-Apr-18	246	246	-127
AXPJW01100090	PJW: Project Substantial Completion (SSCD) (7/7/2018)	0	0		07-Mar-19		07-Mar-19*	0	0	-243
N10 Dulles Airport		983	984	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-90
Construction		983	984	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-90
Guideway/Track		983	984	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-90
AC10O01100430	N10: Guideway Construction Administration and Management	956	957	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-123
AC10O01100440	N10: Guideway survey, temp facilities, staging & laydown areas	956	957	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-123
AC10O01100450	N10: Guideway safety, MOT, and QAQC	956	957	16-Jun-14	14-Mar-18	16-Jun-14 A	06-Apr-18	0	-17	-123
AC10O34101060	N10: Rail Grinding and Track Testing [Sta: 1358 - 1380]	2	2	01-Aug-17	02-Aug-17	24-Aug-17	25-Aug-17	-16	-16	-76
AC10O01100890	N10: Complete At-Grade Tracks	0	0		02-Aug-17		25-Aug-17	-23	-23	98
AC10O34101090	N10: Rail Grinding and Track Testing [Sta: 1380 - 1385]	2	2	03-Aug-17	04-Aug-17	28-Aug-17	29-Aug-17	-16	-16	-44
AC10O34101100	N10: Rail Grinding and Track Testing [Sta: 1385 - 1395]	2	2	07-Aug-17	08-Aug-17	30-Aug-17	31-Aug-17	-16	-16	-44
AC10O34101120	N10: Rail Grinding and Track Testing [Sta: 1395 - 1405]	2	2	09-Aug-17	10-Aug-17	01-Sep-17	05-Sep-17	-16	-16	-44
AC10O34101130	N10: Rail Grinding and Track Testing [Sta: 1405 - 1415]	2	2	14-Aug-17	15-Aug-17	06-Sep-17	07-Sep-17	-16	-16	-44
AC10O34101140	N10: Rail Grinding and Track Testing [Sta: 1415 - 1426]	2	2	16-Aug-17	17-Aug-17	11-Sep-17	12-Sep-17	-16	-16	-44
AC10O34101150	N10: Rail Grinding and Track Testing [Sta: 1426 - 1435]	2	2	16-Aug-17	17-Aug-17	11-Sep-17	12-Sep-17	-16	-16	-44
AC10O34101160	N10: Rail Grinding and Track Testing [Sta: 1435 - 1445]	2	2	18-Aug-17	21-Aug-17	13-Sep-17	14-Sep-17	-16	-16	-44
AC10O34101170	N10: Rail Grinding and Track Testing [Sta: 1445 - 1455]	2	2	22-Aug-17	23-Aug-17	15-Sep-17	18-Sep-17	-16	-16	-44
AC10O01101060	N10: Complete Elevated Tracks	0	0		23-Aug-17		18-Sep-17	-26	-26	-55
N96 Airport West		182	182	17-Aug-17	24-Apr-18	06-Sep-17	17-May-18	-14	-17	-119
Construction		173	173	24-Aug-17	24-Apr-18	19-Sep-17	17-May-18	-18	-17	-119
Station		0	0	31-Aug-17	01-Sep-17	27-Sep-17	28-Sep-17	-27	-27	49
AC96O01102150	N96: Complete Systems	0	0		31-Aug-17		27-Sep-17	-27	-27	-57
AC96O01102190	N96: Start Systems Commissioning and Testing	0	0	01-Sep-17		28-Sep-17		-27	-27	49
Guideway/Track		173	173	24-Aug-17	24-Apr-18	19-Sep-17	17-May-18	-18	-17	-131
AC96O34100680	N96: Rail Grinding and Track Testing [Sta: 1455 - 1460]	1	1	24-Aug-17	24-Aug-17	19-Sep-17	19-Sep-17	-16	-16	-44
AC96O34100690	N96: Rail Grinding and Track Testing [Sta: 1460 - 1470]	1	1	25-Aug-17	25-Aug-17	20-Sep-17	20-Sep-17	-16	-16	-44
AC96O34100700	N96: Rail Grinding and Track Testing [Sta: 1470 - 1480]	1	1	28-Aug-17	28-Aug-17	21-Sep-17	21-Sep-17	-16	-16	-44
AC96O34100710	N96: Rail Grinding and Track Testing [Sta: 1480 - 1490]	1	1	29-Aug-17	29-Aug-17	25-Sep-17	25-Sep-17	-16	-16	-44
AC96O34100720	N96: Rail Grinding and Track Testing [Sta: 1490 - 1500]	1	1	30-Aug-17	30-Aug-17	26-Sep-17	26-Sep-17	-16	-16	-44
AC96O34100730	N96: Rail Grinding and Track Testing [Sta: 1500 - 1510]	1	1	31-Aug-17	31-Aug-17	27-Sep-17	27-Sep-17	-16	-16	-44
AC96O01102100	N96: Complete Elevated Tracks	0	0		31-Aug-17		27-Sep-17	-27	-27	-57
AC96O01102170	N96: Complete TPSS/TBS	0	0		24-Apr-18		17-May-18	-23	-23	-163
Project Wide		0	0	24-Apr-18	24-Apr-18	17-May-18	17-May-18	-23	-23	-167
AC96O01102180	N96: Complete Pull Cable to TPSS/TBS	0	0		24-Apr-18		17-May-18	-23	-23	-167
Commissioning and Testing		178	178	17-Aug-17	24-Apr-18	06-Sep-17	17-May-18	-13	-17	-127

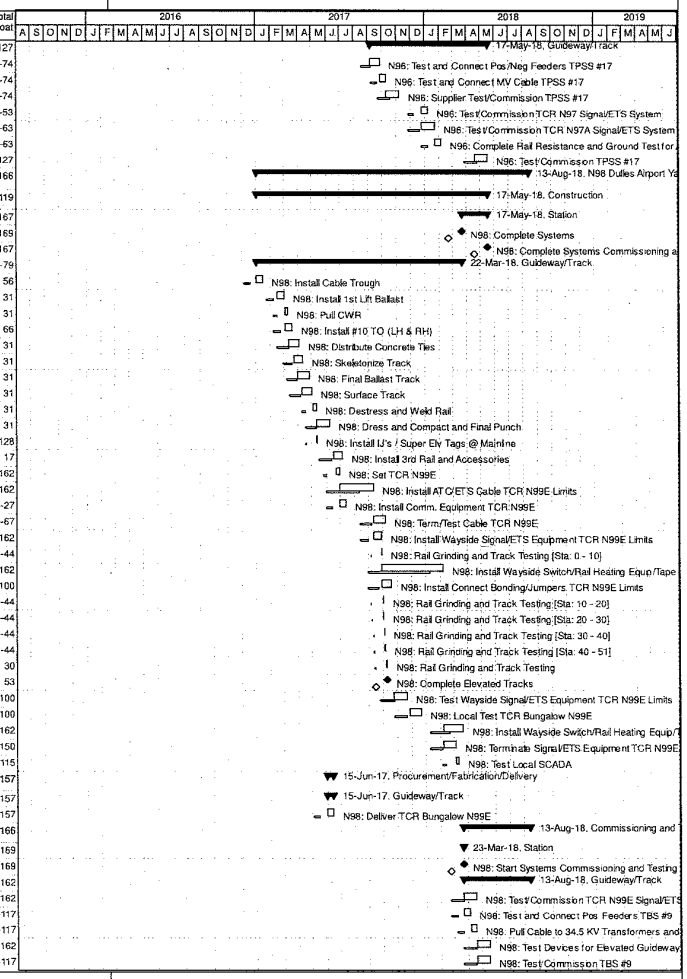


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

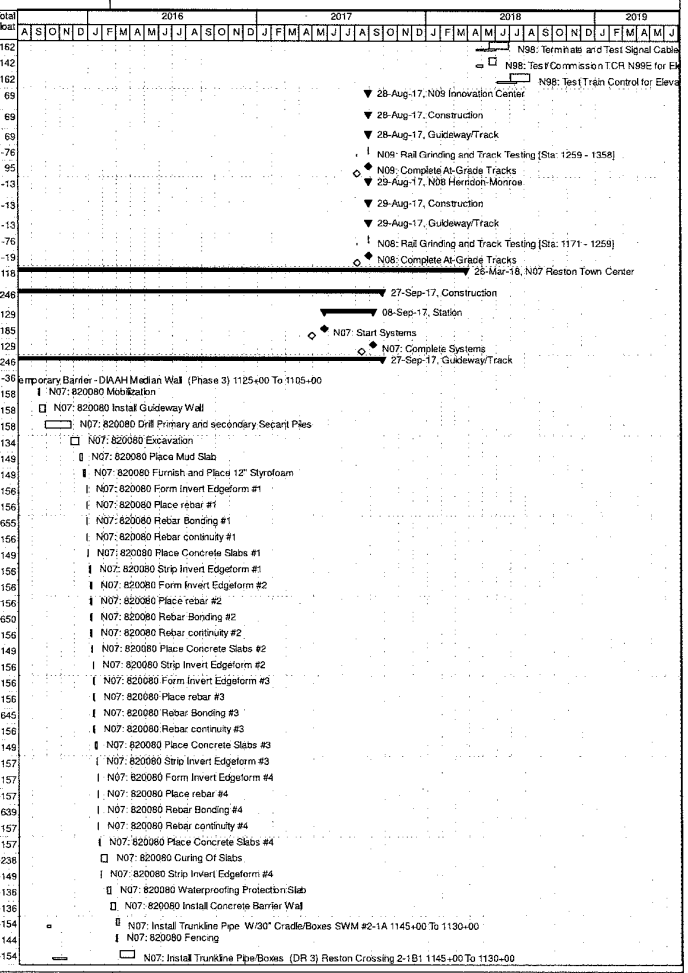
Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
Guideway/Track		178	178	17-Aug-17	24-Apr-18	06-Sep-17	17-May-18	-13	-17	-127
AX98O01100090	N96: Test and Connect Pos/Neg Feeders TPSS #17	15	15	17-Aug-17	07-Sep-17	06-Sep-17	26-Sep-17	-13	-13	-74
AX98O01100120	N96: Test and Connect MV Cable TPSS #17	10	10	08-Sep-17	21-Sep-17	27-Sep-17	10-Oct-17	-13	-13	-74
AX98O01100080	N96: Supplier Test/Commission TPSS #17	20	20	22-Sep-17	19-Oct-17	11-Oct-17	07-Nov-17	-13	-13	-74
AX98O01100140	N96: Test/Commission TCR N97 Signal/ETS System	10	10	27-Nov-17	08-Dec-17	26-Dec-17	09-Jan-18	-20	-20	-53
AX98O01100150	N96: Test/Commission TCR N97A Signal/ETS System	20	20	27-Nov-17	22-Dec-17	26-Dec-17	23-Jan-18	-20	-20	-63
AX98O01100160	N96: Complete Rail Resistance and Ground Test for At-Grade Guideway	10	10	26-Dec-17	09-Jan-18	24-Jan-18	06-Feb-18	-20	-20	-63
AX98O01100130	N96: Test/Commission TPSS #17	20	20	28-Mar-18	24-Apr-18	20-Apr-18	17-May-18	-17	-17	-127
N98 Dulles Airport Yard Lead		420	420	06-Dec-16	16-Jul-18	03-Jan-17	13-Aug-18	-20	-20	-166
Construction		358	358	06-Dec-16	19-Apr-18	03-Jan-17	17-May-18	-20	-20	-119
Station		56	56	22-Feb-18	19-Apr-18	22-Mar-18	17-May-18	-28	-28	-167
AC98O01100330	N98: Complete Systems	0	0		22-Feb-18		22-Mar-18	-28	-28	-169
AC98O01100340	N98: Complete Systems Commissioning and Testing	0	0		19-Apr-18		17-May-18	-28	-28	-167
Guideway/Track		318	318	06-Dec-16	22-Feb-18	03-Jan-17	22-Mar-18	-20	-20	-79
AC98O34100500	N98: Install Cable Trough	9	9	06-Dec-16	20-Dec-16	03-Jan-17	16-Jan-17	-16	-16	56
AC98O34100510	N98: Install 1st Lift Ballast	12	12	24-Jan-17	08-Feb-17	15-Feb-17	03-Mar-17	-16	-16	31
AC98O34100560	N98: Pull CWR	5	5	09-Feb-17	15-Feb-17	06-Mar-17	10-Mar-17	-16	-16	31
AC98O34100570	N98: Install #10 TO (LH & RH)	10	10	09-Feb-17	23-Feb-17	06-Mar-17	20-Mar-17	-16	-16	66
AC98O34100590	N98: Distribute Concrete Ties	17	17	16-Feb-17	13-Mar-17	13-Mar-17	05-Apr-17	-16	-16	31
AC98O34100630	N98: Skeletonize Track	14	14	01-Mar-17	21-Mar-17	24-Mar-17	13-Apr-17	-16	-16	31
AC98O34100650	N98: Final Ballast Track	16	16	08-Mar-17	30-Mar-17	31-Mar-17	25-Apr-17	-16	-16	31
AC98O34100660	N98: Surface Track	16	16	15-Mar-17	06-Apr-17	10-Apr-17	02-May-17	-16	-16	31
AC98O34100780	N98: Destress and Weld Rail	6	6	10-Apr-17	18-Apr-17	03-May-17	11-May-17	-16	-16	31
AC98O34100840	N98: Dress and Compact and Final Punch	16	16	19-Apr-17	11-May-17	12-May-17	08-Jun-17	-16	-16	31
AC98O34100850	N98: Install IJ's / Super Elv Tags @ Mainline	1	1	19-Apr-17	19-Apr-17	12-May-17	12-May-17	-16	-16	128
AC98O34100930	N98: Install 3rd Rail and Accessories	13	13	18-May-17	12-Jun-17	16-Jun-17	05-Jul-17	-16	-16	17
AC98O27100190	N98: Set TCR N99E	5	5	26-May-17	01-Jun-17	23-Jun-17	29-Jun-17	-20	-20	-162
AC98O27100230	N98: Install ATC/ETS Cable TCR N99E Limits	50	50	02-Jun-17	11-Aug-17	30-Jun-17	11-Sep-17	-20	-20	-162
AC98O27100240	N98: Install Comm. Equipment TCR N99E	10	10	02-Jun-17	15-Jun-17	30-Jun-17	14-Jul-17	-20	-20	-27
AC98O27100280	N98: Term/Test Cable TCR N99E	19	19	14-Aug-17	08-Sep-17	12-Sep-17	06-Oct-17	-20	-20	-67
AC98O27100290	N98: Install Wayside Signal/ETS Equipment TCR N99E Limits	13	13	14-Aug-17	30-Aug-17	12-Sep-17	28-Sep-17	-20	-20	-162
AC98O34101020	N98: Rail Grinding and Track Testing [Sta: 0 - 10]	1	1	05-Sep-17	05-Sep-17	29-Sep-17	29-Sep-17	-16	-16	-44
AC98O27100310	N98: Install Wayside Switch/Rail Heating Equip/Tape TCR N99E Stage 1	90	90	31-Aug-17	10-Jan-18	29-Sep-17	07-Feb-18	-20	-20	-162
AC98O27100330	N98: Install Connect Bonding/Jumpers TCR N99E Limits	16	16	31-Aug-17	22-Sep-17	29-Sep-17	20-Oct-17	-20	-20	-100
AC98O34101030	N98: Rail Grinding and Track Testing [Sta: 10 - 20]	1	1	06-Sep-17	06-Sep-17	02-Oct-17	02-Oct-17	-16	-16	-44
AC98O34101040	N98: Rail Grinding and Track Testing [Sta: 20 - 30]	1	1	07-Sep-17	07-Sep-17	03-Oct-17	03-Oct-17	-16	-16	-44
AC98O34101050	N98: Rail Grinding and Track Testing [Sta: 30 - 40]	1	1	11-Sep-17	11-Sep-17	04-Oct-17	04-Oct-17	-16	-16	-44
AC98O34101060	N98: Rail Grinding and Track Testing [Sta: 40 - 51]	1	1	12-Sep-17	12-Sep-17	05-Oct-17	05-Oct-17	-16	-16	-44
AC98O34101070	N98: Rail Grinding and Track Testing	1	1	14-Sep-17	14-Sep-17	09-Oct-17	09-Oct-17	-16	-16	30
AC98O01100280	N98: Complete Elevated Tracks	0	0		14-Sep-17		09-Oct-17	-25	-25	53
AC98O27100320	N98: Test Wayside Signal/ETS Equipment TCR N99E Limits	23	23	25-Sep-17	25-Oct-17	23-Oct-17	22-Nov-17	-20	-20	-100
AC98O27100340	N98: Local Test TCR Bungalow N99E	20	20	26-Oct-17	22-Nov-17	27-Nov-17	22-Dec-17	-20	-20	-100
AC98O27100360	N98: Install Wayside Switch/Rail Heating Equip/Tape TCR N99E Stage 2	31	31	11-Jan-18	22-Feb-18	08-Feb-18	22-Mar-18	-20	-20	-162
AC98O27100370	N98: Terminate Signal/ETS Equipment TCR N99E Limits	19	19	11-Jan-18	06-Feb-18	08-Feb-18	06-Mar-18	-20	-20	-150
AC98O27100380	N98: Test Local SCADA	5	5	07-Feb-18	13-Feb-18	07-Mar-18	13-Mar-18	-20	-20	-115
Procurement/Fabrication/Delivery		10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-157
Guideway/Track		10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-157
AP98O27100110	N98: Deliver TCR Bungalow N99E	10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-157
Commissioning and Testing		102	102	23-Feb-18	16-Jul-18	23-Mar-18	13-Aug-18	-20	-20	-166
Station		0	0	23-Feb-18	23-Feb-18	23-Mar-18	23-Mar-18	-28	-28	-169
AX98O01100020	N98: Start Systems Commissioning and Testing	0	0	23-Feb-18		23-Mar-18		-28	-28	-169
Guideway/Track		100	100	23-Feb-18	16-Jul-18	23-Mar-18	13-Aug-18	-20	-20	-162
AX98O01100040	N98: Test/Commission TCR N99E Signal/ETS System	20	20	23-Feb-18	22-Mar-18	23-Mar-18	19-Apr-18	-20	-20	-162
AX98O01100010	N98: Test and Connect Pos Feeders TBS #9	10	10	23-Feb-18	08-Mar-18	23-Mar-18	05-Apr-18	-20	-20	-117
AX98O01100030	N98: Pull Cable to 34.5 KV Transformers and Test TBS #9 Yard Lead	10	10	09-Mar-18	22-Mar-18	06-Apr-18	19-Apr-18	-20	-20	-117
AX98O01100060	N98: Test Devices for Elevated Guideway	20	20	23-Mar-18	19-Apr-18	20-Apr-18	17-May-18	-20	-20	-162
AX98O01100050	N98: Test/Commission TBS #9	20	20	23-Mar-18	19-Apr-18	20-Apr-18	17-May-18	-20	-20	-117



Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Change in Finish Date	Total Float
AX98O01100080	N98: Terminate and Test Signal Cable TCR N99E for Elevated Guideway	30	30	20-Apr-18	01-Jun-18	18-May-18	29-Jun-18	-20	-20	-162
AX98O01100090	N98: Test/Commission TCR N99E for Elevated Guideway	10	10	20-Apr-18	03-May-18	18-May-18	01-Jun-18	-20	-20	-142
AX98O01100100	N98: Test Train Control for Elevated Guideway	30	30	04-Jun-18	16-Jul-18	02-Jul-18	13-Aug-18	-20	-20	-162
N09 Innovation Center		1	1	03-Aug-17	03-Aug-17	28-Aug-17	28-Aug-17	-17	-17	69
Construction		1	1	03-Aug-17	03-Aug-17	28-Aug-17	28-Aug-17	-17	-17	69
Guideway/Track		1	1	03-Aug-17	03-Aug-17	28-Aug-17	28-Aug-17	-17	-17	69
AC09O34100480	N09: Rail Grinding and Track Testing [Sta: 1259 - 1358]	1	1	03-Aug-17	03-Aug-17	28-Aug-17	28-Aug-17	-16	-16	-76
AC09O01101780	N09: Complete At-Grade Tracks	0	0		03-Aug-17		28-Aug-17	-25	-25	95
N08 Herndon-Monroe		1	1	04-Aug-17	04-Aug-17	29-Aug-17	29-Aug-17	-17	-17	-13
Construction		1	1	04-Aug-17	04-Aug-17	29-Aug-17	29-Aug-17	-17	-17	-13
Guideway/Track		1	1	04-Aug-17	04-Aug-17	29-Aug-17	29-Aug-17	-17	-17	-13
AC08O34100470	N08: Rail Grinding and Track Testing [Sta: 1171 - 1259]	1	1	04-Aug-17	04-Aug-17	29-Aug-17	29-Aug-17	-16	-16	-76
AC08O01103980	N08: Complete At-Grade Tracks	0	0		04-Aug-17		29-Aug-17	-25	-25	-19
N07 Reston Town Center		793	793	12-Mar-15	07-Mar-18	12-Mar-15	26-Mar-18	0	-13	118
Construction		665	665	12-Mar-15	31-Aug-17	12-Mar-15	27-Sep-17	0	-19	246
Station		107	107	28-Apr-17	14-Aug-17	25-May-17	08-Sep-17	-27	-25	-129
AC07O01104280	N07: Start Systems	0	0	28-Apr-17		25-May-17		-27	-27	-185
AC07O01104290	N07: Complete Systems	0	0		14-Aug-17		08-Sep-17	-25	-25	-129
Guideway/Track		665	665	12-Mar-15	31-Aug-17	12-Mar-15	27-Sep-17	0	-19	246
AC07O01500103	N07: Install Temporary Barrier - DIAAH Median Wall (Phase 3) 1125+00 To	4	4	12-Mar-15	17-Mar-15	12-Mar-15	17-Mar-15	0	0	-36
PCO820080-1000	N07: 820080 Mobilization	2	2			16-Sep-15	17-Sep-15			-158
PCO820080-1010	N07: 820080 Install Guideway Wall	6	6			18-Sep-15	28-Sep-15			-158
PCO820080-1020	N07: 820080 Drill Primary and secondary Secant Piles	38	38			29-Sep-15	23-Nov-15			-158
PCO820080-1030	N07: 820080 Excavation	10	10			24-Nov-15	10-Dec-15			-134
PCO820080-1080	N07: 820080 Place Mud Slab	5	5			14-Dec-15	18-Dec-15			-149
PCO820080-1100	N07: 820080 Furnish and Place 12" Styrofoam	4	4			21-Dec-15	24-Dec-15			-149
PCO820080-1050	N07: 820080 Form Invert Edgeform #1	2	2			28-Dec-15	29-Dec-15			-156
PCO820080-1060	N07: 820080 Place rebar #1	2	2			28-Dec-15	29-Dec-15			-156
PCO820080-1110	N07: 820080 Rebar Bonding #1	2	2			28-Dec-15	29-Dec-15			655
PCO820080-1120	N07: 820080 Rebar continuity #1	2	2			28-Dec-15	29-Dec-15			-156
PCO820080-1070	N07: 820080 Place Concrete Slabs #1	2	2			30-Dec-15	31-Dec-15			-149
PCO820080-1130	N07: 820080 Strip Invert Edgeform #1	1	1			04-Jan-16	04-Jan-16			-156
PCO820080-1150	N07: 820080 Form Invert Edgeform #2	2	2			05-Jan-16	06-Jan-16			-156
PCO820080-1160	N07: 820080 Place rebar #2	2	2			05-Jan-16	06-Jan-16			-156
PCO820080-1180	N07: 820080 Rebar Bonding #2	2	2			05-Jan-16	06-Jan-16			650
PCO820080-1190	N07: 820080 Rebar continuity #2	2	2			05-Jan-16	06-Jan-16			-156
PCO820080-1170	N07: 820080 Place Concrete Slabs #2	2	2			07-Jan-16	08-Jan-16			-149
PCO820080-1200	N07: 820080 Strip Invert Edgeform #2	1	1			11-Jan-16	11-Jan-16			-156
PCO820080-1210	N07: 820080 Form Invert Edgeform #3	2	2			12-Jan-16	13-Jan-16			-156
PCO820080-1220	N07: 820080 Place rebar #3	2	2			12-Jan-16	13-Jan-16			-156
PCO820080-1240	N07: 820080 Rebar Bonding #3	2	2			12-Jan-16	13-Jan-16			645
PCO820080-1250	N07: 820080 Rebar continuity #3	2	2			12-Jan-16	13-Jan-16			-156
PCO820080-1230	N07: 820080 Place Concrete Slabs #3	2	2			14-Jan-16	18-Jan-16			-149
PCO820080-1260	N07: 820080 Strip Invert Edgeform #3	1	1			19-Jan-16	19-Jan-16			-157
PCO820080-1270	N07: 820080 Form Invert Edgeform #4	2	2			20-Jan-16	21-Jan-16			-157
PCO820080-1280	N07: 820080 Place rebar #4	2	2			20-Jan-16	21-Jan-16			-157
PCO820080-1300	N07: 820080 Rebar Bonding #4	2	2			20-Jan-16	21-Jan-16			639
PCO820080-1310	N07: 820080 Rebar continuity #4	2	2			20-Jan-16	21-Jan-16			-157
PCO820080-1290	N07: 820080 Place Concrete Slabs #4	2	2			22-Jan-16	25-Jan-16			-157
PCO820080-1140	N07: 820080 Curing Of Slabs	14	14			26-Jan-16	08-Feb-16			-238
PCO820080-1320	N07: 820080 Strip Invert Edgeform #4	1	1			26-Jan-16	26-Jan-16			-149
PCO820080-1090	N07: 820080 Waterproofing Protection Slab	5	5			09-Feb-16	16-Feb-16			-136
PCO820080-1040	N07: 820080 Install Concrete Barrier Wall	6	6			17-Feb-16	26-Feb-16			-136
AC07O33500205	N07: Install Trunkline Pipe W/30" Cradle/Boxes SWM #2-1A 1145+00 To 1	5	5	02-Oct-15	08-Oct-15	29-Feb-16	04-Mar-16	-95	-95	-154
PCO820080-1330	N07: 820080 Fencing	2	2			29-Feb-16	01-Mar-16			144
AC07O33500207	N07: Install Trunkline Pipe/Boxes (DR 3) Reston Crossing 2-1B1 1145+00	22	22	12-Oct-15	12-Nov-15	07-Mar-16	06-Apr-16	-95	-95	-154

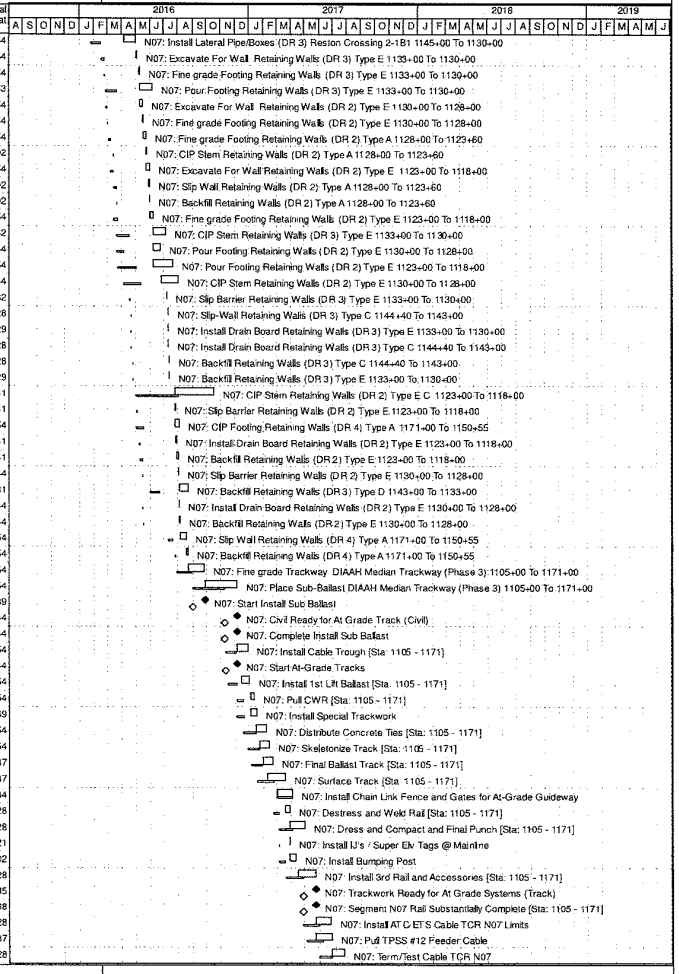


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

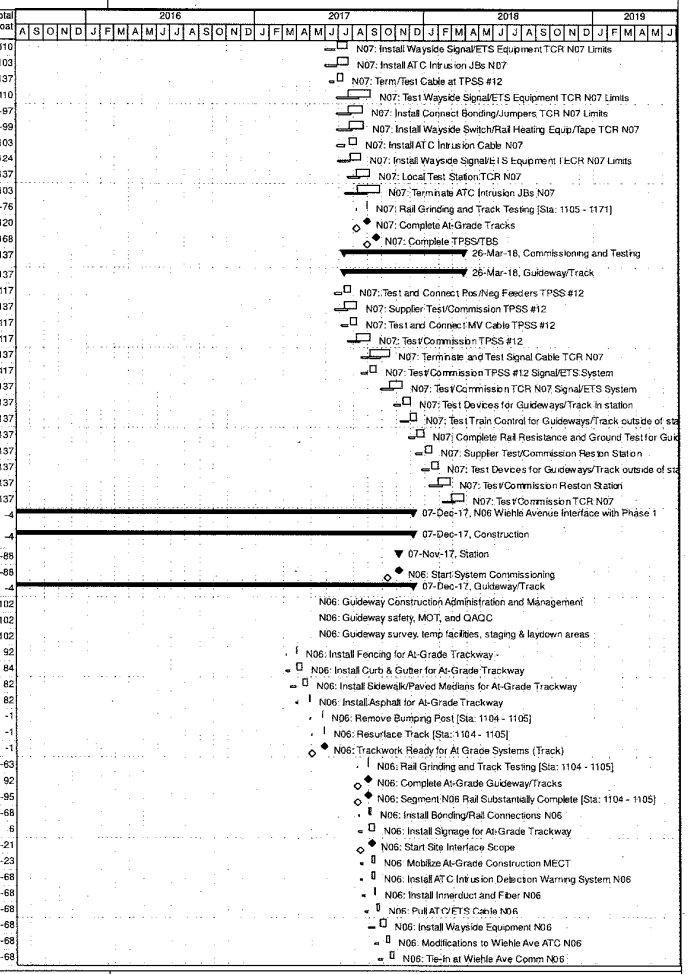
Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
AC07O33500209	N07: Install Lateral Pipe/Boxes (DR 3) Reston Crossing 2-1B1 1145+00 To	16	16	27-Jan-16	17-Feb-16	07-Apr-16	02-May-16	-49	-49	-154
AC07O31500258	N07: Excavate For Wall Retaining Walls (DR 3) Type E 1133+00 To 1130+	3	3	18-Feb-16	23-Feb-16	03-May-16	05-May-16	-49	-49	-154
AC07O31500259	N07: Fine grade Footing Retaining Walls (DR 3) Type E 1133+00 To 1130+	3	3	24-Feb-16	26-Feb-16	09-May-16	11-May-16	-49	-49	-154
AC07O32500260	N07: Pour Footing Retaining Walls (DR 3) Type E 1133+00 To 1130+00	16	16	29-Feb-16	22-Mar-16	12-May-16	07-Jun-16	-49	-49	-153
AC07O31500265	N07: Excavate For Wall Retaining Walls (DR 2) Type E 1130+00 To 1128+	2	2	29-Feb-16	01-Mar-16	12-May-16	16-May-16	-49	-49	-154
AC07O31500266	N07: Fine grade Footing Retaining Walls (DR 2) Type E 1130+00 To 1128+	2	2	02-Mar-16	03-Mar-16	17-May-16	18-May-16	-49	-49	-154
AC07O31500272	N07: Fine grade Footing Retaining Walls (DR 2) Type A 1128+00 To 1123+	3	3	04-Mar-16	08-Mar-16	19-May-16	24-May-16	-49	-49	-154
AC07O32500273	N07: CIP Stem Retaining Walls (DR 2) Type A 1128+00 To 1123+60	2	2	15-Mar-16	16-Mar-16	25-May-16	26-May-16	-45	-45	-102
AC07O31500280	N07: Excavate For Wall Retaining Walls (DR 2) Type E 1123+00 To 1118+	5	5	09-Mar-16	15-Mar-16	25-May-16	01-Jun-16	-49	-49	-154
AC07O32500274	N07: Slip Wall Retaining Walls (DR 2) Type A 1128+00 To 1123+60	2	2	17-Mar-16	21-Mar-16	30-May-16	31-May-16	-45	-45	-102
AC07O31500275	N07: Backfill Retaining Walls (DR 2) Type A 1128+00 To 1123+60	1	1	22-Mar-16	22-Mar-16	01-Jun-16	01-Jun-16	-45	-45	-102
AC07O31500281	N07: Fine grade Footing Retaining Walls (DR 2) Type E 1123+00 To 1118+	5	5	16-Mar-16	23-Mar-16	02-Jun-16	08-Jun-16	-49	-49	-154
AC07O32500262	N07: CIP Stem Retaining Walls (DR 3) Type E 1133+00 To 1130+00	17	17	23-Mar-16	18-Apr-16	08-Jun-16	06-Jul-16	-49	-49	-132
AC07O32500267	N07: Pour Footing Retaining Walls (DR 2) Type E 1130+00 To 1128+00	11	11	23-Mar-16	06-Apr-16	08-Jun-16	24-Jun-16	-49	-49	-144
AC07O32500282	N07: Pour Footing Retaining Walls (DR 2) Type E 1123+00 To 1118+00	27	27	24-Mar-16	03-May-16	09-Jun-16	21-Jul-16	-49	-49	-154
AC07O32500269	N07: CIP Stem Retaining Walls (DR 2) Type E 1130+00 To 1128+00	23	23	07-Apr-16	12-May-16	27-Jun-16	01-Aug-16	-49	-49	-144
AC07O32500263	N07: Slip Barrier Retaining Walls (DR 3) Type E 1133+00 To 1130+00	2	2	19-Apr-16	20-Apr-16	07-Jul-16	08-Jul-16	-49	-49	-132
AC07O32500249	N07: Slip-Wall Retaining Walls (DR 3) Type C 1144+40 To 1143+00	1	1	21-Apr-16	21-Apr-16	11-Jul-16	11-Jul-16	-49	-49	-128
AC07O32500261	N07: Install Drain Board Retaining Walls (DR 3) Type E 1133+00 To 1130+0	2	2	21-Apr-16	22-Apr-16	11-Jul-16	12-Jul-16	-49	-49	-129
AC07O32500251	N07: Install Drain Board Retaining Walls (DR 3) Type C 1144+40 To 1143+0	1	1	22-Apr-16	22-Apr-16	12-Jul-16	12-Jul-16	-49	-49	-128
AC07O31500250	N07: Backfill Retaining Walls (DR 3) Type C 1144+40 To 1143+00	1	1	25-Apr-16	25-Apr-16	13-Jul-16	13-Jul-16	-49	-49	-128
AC07O31500264	N07: Backfill Retaining Walls (DR 3) Type E 1133+00 To 1130+00	2	2	25-Apr-16	26-Apr-16	13-Jul-16	14-Jul-16	-49	-49	-129
AC07O32500284	N07: CIP Stem Retaining Walls (DR 2) Type E C 1123+00 To 1118+00	56	56	04-May-16	02-Aug-16	25-Jul-16	18-Oct-16	-49	-49	-141
AC07O32500285	N07: Slip Barrier Retaining Walls (DR 2) Type E 1123+00 To 1118+00	2	2	04-May-16	05-May-16	25-Jul-16	26-Jul-16	-49	-49	-141
AC07O32500233	N07: CIP Footing Retaining Walls (DR 4) Type A 1171+00 To 1150+55	9	9	04-May-16	18-May-16	25-Jul-16	04-Aug-16	-49	-49	-154
AC07O32500283	N07: Install Drain Board Retaining Walls (DR 2) Type E 1123+00 To 1118+0	2	2	09-May-16	10-May-16	27-Jul-16	28-Jul-16	-49	-49	-141
AC07O31500286	N07: Backfill Retaining Walls (DR 2) Type E 1123+00 To 1118+00	3	3	11-May-16	16-May-16	29-Jul-16	02-Aug-16	-49	-49	-141
AC07O32500270	N07: Slip Barrier Retaining Walls (DR 2) Type E 1130+00 To 1128+00	1	1	16-May-16	16-May-16	02-Aug-16	02-Aug-16	-49	-49	-144
AC07O31500256	N07: Backfill Retaining Walls (DR 3) Type D 1143+00 To 1133+00	13	13	02-Jun-16	22-Jun-16	03-Aug-16	22-Aug-16	-39	-39	-131
AC07O32500268	N07: Install Drain Board Retaining Walls (DR 2) Type E 1130+00 To 1128+0	1	1	17-May-16	17-May-16	03-Aug-16	03-Aug-16	-49	-49	-144
AC07O31500271	N07: Backfill Retaining Walls (DR 2) Type E 1130+00 To 1128+00	2	2	18-May-16	19-May-16	04-Aug-16	05-Aug-16	-49	-49	-144
AC07O32500234	N07: Slip Wall Retaining Walls (DR 4) Type A 1171+00 To 1150+55	9	9	11-Jul-16	21-Jul-16	05-Aug-16	18-Aug-16	-18	-18	-154
AC07O31500235	N07: Backfill Retaining Walls (DR 4) Type A 1171+00 To 1150+55	2	2	25-Jul-16	26-Jul-16	19-Aug-16	22-Aug-16	-18	-18	-154
AC07O31500309	N07: Fine grade Trackway DIAAH Median Trackway (Phase 3) 1105+00 T	23	23	29-Jul-16	31-Aug-16	23-Aug-16	27-Sep-16	-16	-16	-154
AC07O34500310	N07: Place Sub-Ballast DIAAH Median Trackway (Phase 3) 1105+00 To 11	45	45	01-Sep-16	10-Nov-16	28-Sep-16	06-Dec-16	-16	-16	-154
AC07O01103850	N07: Start Install Sub Ballast	0	0	01-Sep-16		28-Sep-16		-27	-27	-239
AC07O01103950	N07: Civil Ready for At Grade Track (Civil)	0	0		10-Nov-16		06-Dec-16	-26	-26	-244
AC07O01103960	N07: Complete Install Sub Ballast	0	0		10-Nov-16		06-Dec-16	-26	-26	-244
AC07O34100310	N07: Install Cable Trough [Sta: 1105 - 1171]	15	15	11-Nov-16	05-Dec-16	07-Dec-16	30-Dec-16	-16	-16	-154
AC07O01103970	N07: Start At-Grade Tracks	0	0	11-Nov-16		07-Dec-16		-26	-26	-244
AC07O34100320	N07: Install 1st Lift Ballast [Sta: 1105 - 1171]	11	11	18-Nov-16	06-Dec-16	16-Dec-16	03-Jan-17	-16	-16	-154
AC07O34100330	N07: Pull CWR [Sta: 1105 - 1171]	7	7	07-Dec-16	19-Dec-16	04-Jan-17	12-Jan-17	-16	-16	-154
AC07O34100340	N07: Install Special Trackwork	10	10	07-Dec-16	22-Dec-16	04-Jan-17	18-Jan-17	-16	-16	69
AC07O34100350	N07: Distribute Concrete Ties [Sta: 1105 - 1171]	17	17	20-Dec-16	16-Jan-17	16-Jan-17	07-Feb-17	-16	-16	-154
AC07O34100360	N07: Skeletonize Track [Sta: 1105 - 1171]	16	16	29-Dec-16	23-Jan-17	24-Jan-17	14-Feb-17	-16	-16	-154
AC07O34100370	N07: Final Ballast Track [Sta: 1105 - 1171]	16	16	06-Jan-17	30-Jan-17	31-Jan-17	22-Feb-17	-16	-16	-137
AC07O34100380	N07: Surface Track [Sta: 1105 - 1171]	25	25	19-Jan-17	23-Feb-17	10-Feb-17	20-Mar-17	-16	-16	-137
AC07O32100070	N07: Install Chain Link Fence and Gates for At-Grade Guideway	19	19	03-Mar-17	05-Apr-17	03-Mar-17	05-Apr-17	0	0	-64
AC07O34100390	N07: Destress and Weld Rail [Sta: 1105 - 1171]	7	7	24-Feb-17	06-Mar-17	21-Mar-17	29-Mar-17	-16	-16	-128
AC07O34100400	N07: Dress and Compact and Final Punch [Sta: 1105 - 1171]	21	21	07-Mar-17	05-Apr-17	30-Mar-17	01-May-17	-16	-16	-128
AC07O34100410	N07: Install IJ's / Super Elv Tags @ Mainline	1	1	07-Mar-17	07-Mar-17	30-Mar-17	30-Mar-17	-16	-16	21
AC07O34100420	N07: Install Bumping Post	10	10	07-Mar-17	21-Mar-17	30-Mar-17	13-Apr-17	-16	-16	102
AC07O34100430	N07: Install 3rd Rail and Accessories [Sta: 1105 - 1171]	25	25	22-Mar-17	27-Apr-17	17-Apr-17	24-May-17	-16	-16	-128
AC07O01104270	N07: Trackwork Ready for At Grade Systems (Track)	0	0		27-Apr-17		24-May-17	-27	-27	-185
AC07O01190440	N07: Segment N07 Rail Substantially Complete [Sta: 1105 - 1171]	0	0		27-Apr-17		24-May-17	27	27	198
AC07O31100100	N07: Install ATC/ETS Cable TCR N07 Limits	24	24	28-Apr-17	01-Jun-17	25-May-17	27-Jun-17	-18	-18	-128
AC07O33100530	N07: Pull TPSS #12 Feeder Cable	25	25	05-May-17	09-Jun-17	25-May-17	28-Jun-17	-13	-13	-137
AC07O27100250	N07: Term/Test Cable TCR N07	19	19	02-Jun-17	28-Jun-17	28-Jun-17	25-Jul-17	-18	-18	-128



Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

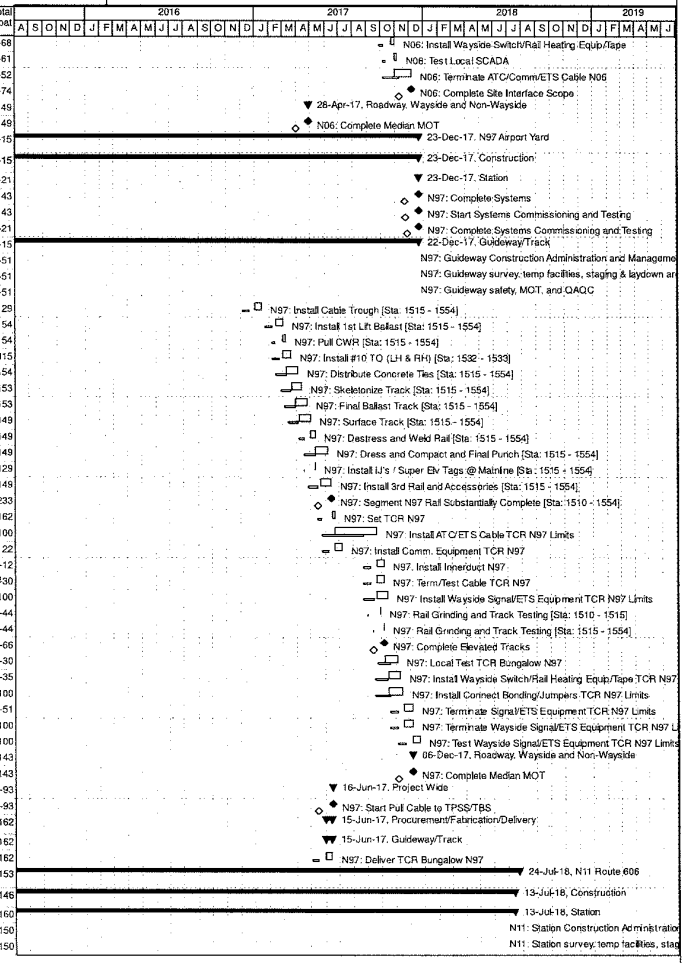
Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
AC07O27100260	N07: Install Wayside Signal/ETS Equipment TCR N07 Limits	16	16	02-Jun-17	23-Jun-17	28-Jun-17	20-Jul-17	-18	-18	-110
AC07O27100270	N07: Install ATC Intrusion JBs N07	17	17	02-Jun-17	26-Jun-17	28-Jun-17	21-Jul-17	-18	-18	-103
AC07O27100290	N07: Term/Test Cable at TPSS #12	7	7	12-Jun-17	20-Jun-17	29-Jun-17	10-Jul-17	-13	-13	-137
AC07O27100300	N07: Test Wayside Signal/ETS Equipment TCR N07 Limits	35	35	26-Jun-17	14-Aug-17	21-Jul-17	08-Sep-17	-18	-18	-110
AC07O27100310	N07: Install Connect Bonding/Jumpers TCR N07 Limits	22	22	26-Jun-17	26-Jul-17	21-Jul-17	21-Aug-17	-18	-18	-97
AC07O27100320	N07: Install Wayside Switch/Rail Heating Equip/Tape TCR N07	23	23	27-Jun-17	28-Jul-17	24-Jul-17	23-Aug-17	-18	-18	-99
AC07O27100330	N07: Install ATC Intrusion Cable N07	12	12	27-Jun-17	13-Jul-17	24-Jul-17	08-Aug-17	-18	-18	-103
AC07O27100350	N07: Install Wayside Signal/ETS Equipment TECR N07 Limits	17	17	29-Jun-17	24-Jul-17	26-Jul-17	17-Aug-17	-18	-18	-124
AC07O27100340	N07: Local Test Station TCR N07	20	20	20-Jul-17	16-Aug-17	08-Aug-17	05-Sep-17	-13	-13	-137
AC07O26100060	N07: Terminate ATC Intrusion JBs N07	35	35	14-Jul-17	31-Aug-17	09-Aug-17	27-Sep-17	-18	-18	-103
AC07O34100460	N07: Rail Grinding and Track Testing [Sta: 1105 - 1171]	1	1	07-Aug-17	07-Aug-17	30-Aug-17	30-Aug-17	-16	-16	-76
AC07O0104240	N07: Complete At-Grade Tracks	0	0		07-Aug-17		30-Aug-17	-23	-23	-120
AC07O0110010	N07: Complete TPSS/TBS	0	0		30-Aug-17		19-Sep-17	-20	-20	-168
Commissioning and Testing		180	180	21-Jun-17	07-Mar-18	11-Jul-17	26-Mar-18	-13	-13	-137
Guideway/Track		180	180	21-Jun-17	07-Mar-18	11-Jul-17	26-Mar-18	-13	-13	-137
AX07O0100010	N07: Test and Connect Pos/Neg Feeders TPSS #12	10	10	21-Jun-17	05-Jul-17	11-Jul-17	24-Jul-17	-13	-13	-117
AX07O0100020	N07: Supplier Test/Commission TPSS #12	20	20	21-Jun-17	19-Jul-17	11-Jul-17	07-Aug-17	-13	-13	-137
AX07O0100030	N07: Test and Connect MV Cable TPSS #12	10	10	06-Jul-17	19-Jul-17	25-Jul-17	07-Aug-17	-13	-13	-117
AX07O0100040	N07: Test/Commission TPSS #12	20	20	20-Jul-17	16-Aug-17	08-Aug-17	05-Sep-17	-13	-13	-117
AX07O0100050	N07: Terminate and Test Signal Cable TCR N07	30	30	17-Aug-17	28-Sep-17	06-Sep-17	17-Oct-17	-13	-13	-137
AC07O33100560	N07: Test/Commission TPSS #12 Signal/ETS System	10	10	17-Aug-17	30-Aug-17	06-Sep-17	19-Sep-17	-13	-13	-117
AX07O0100060	N07: Test/Commission TCR N07 Signal/ETS System	20	20	29-Sep-17	26-Oct-17	18-Oct-17	14-Nov-17	-13	-13	-137
AX07O0100070	N07: Test Devices for Guideways/Track in station	10	10	27-Oct-17	09-Nov-17	15-Nov-17	30-Nov-17	-13	-13	-137
AX07O0100080	N07: Test Train Control for Guideways/Track outside of station	10	10	10-Nov-17	27-Nov-17	01-Dec-17	14-Dec-17	-13	-13	-137
AX07O0100090	N07: Complete Rail Resistance and Ground Test for Guideways/Track	10	10	28-Nov-17	11-Dec-17	15-Dec-17	29-Dec-17	-13	-13	-137
AX07O0100100	N07: Supplier Test/Commission Reston Station	10	10	12-Dec-17	26-Dec-17	02-Jan-18	15-Jan-18	-13	-13	-137
AX07O0100110	N07: Test Devices for Guideways/Track outside of station	10	10	27-Dec-17	10-Jan-18	16-Jan-18	29-Jan-18	-13	-13	-137
AX07O0100120	N07: Test/Commission Reston Station	20	20	11-Jan-18	07-Feb-18	30-Jan-18	26-Feb-18	-13	-13	-137
AX07O0100130	N07: Test/Commission TCR N07	20	20	08-Feb-18	07-Mar-18	27-Feb-18	26-Mar-18	-13	-13	-137
N06 Wiehle Avenue Interface with Phase 1		705	705	27-Mar-15	10-Nov-17	27-Mar-15	07-Dec-17	0	-19	-4
Construction		705	705	27-Mar-15	10-Nov-17	27-Mar-15	07-Dec-17	0	-19	-4
Station		0	0	13-Oct-17	13-Oct-17	07-Nov-17	07-Nov-17	-25	-25	-88
AC06O0100240	N06: Start System Commissioning	0	0	13-Oct-17		07-Nov-17		-25	-25	-88
Guideway/Track		705	705	27-Mar-15	10-Nov-17	27-Mar-15	07-Dec-17	0	-19	-4
AC06O0100000	N06: Guideway Construction Administration and Management	532	532	27-Mar-15	31-Mar-17	27-Mar-15	28-Apr-17	0	-20	102
AC06O0100020	N06: Guideway safety, MOT, and QAQC	532	532	27-Mar-15	31-Mar-17	27-Mar-15	28-Apr-17	0	-20	102
AC06O0100010	N06: Guideway survey, temp facilities, staging & laydown areas	527	527	03-Apr-15	31-Mar-17	03-Apr-15	28-Apr-17	0	-20	102
AC06O27100080	N06: Install Fencing for At-Grade Trackway -	1	1	07-Mar-17	07-Mar-17	30-Mar-17	30-Mar-17	-14	-14	92
AC06O32100040	N06: Install Curb & Gutter for At-Grade Trackway	6	6	07-Mar-17	15-Mar-17	30-Mar-17	11-Apr-17	-14	-14	84
AC06O32100050	N06: Install Sidewalk/Paved Medians for At-Grade Trackway	6	6	16-Mar-17	27-Mar-17	13-Apr-17	21-Apr-17	-16	-16	82
AC06O32100060	N06: Install Asphalt for At-Grade Trackway	4	4	28-Mar-17	31-Mar-17	25-Apr-17	28-Apr-17	-16	-16	82
AC06O34100080	N06: Remove Bumping Post [Sta: 1104 - 1105]	1	1	28-Apr-17	28-Apr-17	25-May-17	25-May-17	-16	-16	-1
AC06O34100090	N06: Resurface Track [Sta: 1104 - 1105]	1	1	01-May-17	01-May-17	29-May-17	29-May-17	-16	-16	-1
AC06O0100210	N06: Trackwork Ready for At Grade Systems (Track)	0	0		01-May-17		29-May-17	-28	-28	-1
AC06O34100100	N06: Rail Grinding and Track Testing [Sta: 1104 - 1105]	1	1	08-Aug-17	08-Aug-17	31-Aug-17	31-Aug-17	-16	-16	-63
AC06O0100220	N06: Complete At-Grade Guideway/Tracks	0	0		08-Aug-17		31-Aug-17	-23	-23	92
AC06O0100120	N06: Segment N06 Rail Substantially Complete [Sta: 1104 - 1105]	0	0		08-Aug-17		31-Aug-17	-23	-23	-95
AC06O34100110	N06: Install Bonding/Rail Connections N06	3	3	09-Aug-17	11-Aug-17	01-Sep-17	06-Sep-17	-17	-17	-68
AC06O32100070	N06: Install Signage for At-Grade Trackway	5	5	09-Aug-17	17-Aug-17	01-Sep-17	12-Sep-17	-14	-14	6
AC06O0100100	N06: Start Site Interface Scope	0	0	14-Aug-17		07-Sep-17		-24	-24	-21
AC06O0100230	N06: Mobilize At-Grade Construction MECT	5	5	14-Aug-17	18-Aug-17	07-Sep-17	13-Sep-17	-17	-17	-23
AC06O27100090	N06: Install ATC Intrusion Detection Warning System N06	4	4	14-Aug-17	17-Aug-17	07-Sep-17	12-Sep-17	-17	-17	-68
AC06O27100100	N06: Install Innerduct and Fiber N06	3	3	18-Aug-17	22-Aug-17	13-Sep-17	15-Sep-17	-17	-17	-68
AC06O27100110	N06: Pull ATC/ETS Cable N06	5	5	23-Aug-17	29-Aug-17	18-Sep-17	22-Sep-17	-17	-17	-68
AC06O27100120	N06: Install Wayside Equipment N06	10	10	30-Aug-17	13-Sep-17	25-Sep-17	06-Oct-17	-17	-17	-68
AC06O27100130	N06: Modifications to Wiehle Ave ATC N06	5	5	14-Sep-17	20-Sep-17	09-Oct-17	13-Oct-17	-17	-17	-68
AC06O27100140	N06: Tie-In at Wiehle Ave Comm N06	6	6	21-Sep-17	28-Sep-17	16-Oct-17	23-Oct-17	-17	-17	-68



Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Change in Finish Date	Total Float
AC06O27100150	N06: Install Wayside Switch/Rail Heating Equip/Tape	5	5	29-Sep-17	05-Oct-17	24-Oct-17	30-Oct-17	-17	-17	-68
AC06O27100170	N06: Test Local SCADA	5	5	06-Oct-17	12-Oct-17	31-Oct-17	06-Nov-17	-17	-17	-61
AC06O27100160	N06: Terminate ATC/Comm/ETS Cable N06	26	26	06-Oct-17	10-Nov-17	31-Oct-17	07-Dec-17	-17	-17	-52
AC06O01100250	N06: Complete Site Interface Scope	0	0		10-Nov-17		07-Dec-17	-27	-27	-74
Roadway, Wayside and Non-Wayside		0	0	31-Mar-17	31-Mar-17	28-Apr-17	28-Apr-17	-28	-28	149
AC06O01100260	N06: Complete Median MOT	0	0		31-Mar-17		28-Apr-17	-28	-28	149
N97 Airport Yard		845	845	29-Sep-14	27-Nov-17	29-Sep-14	23-Dec-17	0	-19	-15
Construction		845	845	29-Sep-14	27-Nov-17	29-Sep-14	23-Dec-17	0	-19	-15
Station		0	0	22-Nov-17	27-Nov-17	22-Dec-17	23-Dec-17	-30	-25	-21
AC97O01100500	N97: Complete Systems	0	0		22-Nov-17		22-Dec-17	-30	-30	-143
AC97O01100510	N97: Start Systems Commissioning and Testing	0	0	23-Nov-17		23-Dec-17		-30	-30	-143
AC97O01100520	N97: Complete Systems Commissioning and Testing	0	0		27-Nov-17		23-Dec-17	-25	-25	-21
Guideway/Track		845	845	29-Sep-14	22-Nov-17	29-Sep-14	22-Dec-17	0	-22	-15
AC97O01100030	N97: Guideway Construction Administration and Management	810	810	29-Sep-14	06-Nov-17	29-Sep-14	06-Dec-17	0	-20	-51
AC97O01100040	N97: Guideway survey, temp facilities, staging & laydown areas	810	810	29-Sep-14	06-Nov-17	29-Sep-14	06-Dec-17	0	-20	-51
AC97O01100050	N97: Guideway safety, MOT, and QAQC	810	810	29-Sep-14	06-Nov-17	29-Sep-14	06-Dec-17	0	-20	-51
AC97O34100470	N97: Install Cable Trough [Sta: 1515 - 1554]	9	9	06-Dec-16	20-Dec-16	03-Jan-17	16-Jan-17	-16	-16	-129
AC97O34100480	N97: Install 1st Lift Ballast [Sta: 1515 - 1554]	11	11	24-Jan-17	07-Feb-17	15-Feb-17	02-Mar-17	-16	-16	-154
AC97O34100500	N97: Pull CWR [Sta: 1515 - 1554]	5	5	08-Feb-17	14-Feb-17	03-Mar-17	09-Mar-17	-16	-16	-154
AC97O34100510	N97: Install #10 TO (LH & RH) [Sta: 1532 - 1533]	11	11	08-Feb-17	23-Feb-17	03-Mar-17	20-Mar-17	-16	-16	-115
AC97O34100520	N97: Distribute Concrete Ties [Sta: 1515 - 1554]	17	17	15-Feb-17	10-Mar-17	10-Mar-17	04-Apr-17	-16	-16	-154
AC97O34100550	N97: Skeletonize Track [Sta: 1515 - 1554]	14	14	28-Feb-17	20-Mar-17	23-Mar-17	12-Apr-17	-16	-16	-153
AC97O34100590	N97: Final Ballast Track [Sta: 1515 - 1554]	16	16	07-Mar-17	29-Mar-17	30-Mar-17	24-Apr-17	-16	-16	-153
AC97O34100600	N97: Surface Track [Sta: 1515 - 1554]	16	16	14-Mar-17	05-Apr-17	06-Apr-17	01-May-17	-16	-16	-149
AC97O34100610	N97: Destress and Weld Rail [Sta: 1515 - 1554]	6	6	06-Apr-17	17-Apr-17	02-May-17	10-May-17	-16	-16	-149
AC97O34100630	N97: Dress and Compact and Final Punch [Sta: 1515 - 1554]	16	16	18-Apr-17	10-May-17	11-May-17	07-Jun-17	-16	-16	-149
AC97O34100620	N97: Install IJ's / Super Elv Tags @ Mainline [Sta: 1515 - 1554]	1	1	18-Apr-17	18-Apr-17	11-May-17	11-May-17	-16	-16	129
AC97O34100640	N97: Install 3rd Rail and Accessories [Sta: 1515 - 1554]	15	15	26-Apr-17	17-May-17	23-May-17	15-Jun-17	-16	-16	-149
AC97O01190650	N97: Segment N97 Rail Substantially Complete [Sta: 1510 - 1554]	0	0		17-May-17		15-Jun-17	-29	-29	-233
AC97O27100040	N97: Set TCR N97	5	5	18-May-17	25-May-17	16-Jun-17	22-Jun-17	-20	-20	-162
AC97O27100060	N97: Install ATC/ETS Cable TCR N97 Limits	62	62	26-May-17	22-Aug-17	23-Jun-17	20-Sep-17	-20	-20	-100
AC97O27100070	N97: Install Comm. Equipment TCR N97	10	10	26-May-17	08-Jun-17	23-Jun-17	07-Jul-17	-20	-20	22
AC97O27100110	N97: Install Innerduct N97	11	11	23-Aug-17	07-Sep-17	21-Sep-17	05-Oct-17	-20	-20	-12
AC97O27100120	N97: Term/Test Cable TCR N97	12	12	23-Aug-17	08-Sep-17	21-Sep-17	06-Oct-17	-20	-20	30
AC97O27100130	N97: Install Wayside Signal/ETS Equipment TCR N97 Limits	17	17	23-Aug-17	15-Sep-17	21-Sep-17	13-Oct-17	-20	-20	-100
AC97O34100660	N97: Rail Grinding and Track Testing [Sta: 1510 - 1515]	1	1	01-Sep-17	01-Sep-17	28-Sep-17	28-Sep-17	-16	-16	-44
AC97O34100670	N97: Rail Grinding and Track Testing [Sta: 1515 - 1554]	1	1	13-Sep-17	13-Sep-17	06-Oct-17	06-Oct-17	-16	-16	-44
AC97O01100400	N97: Complete Elevated Tracks	0	0		13-Sep-17		06-Oct-17	-23	-23	-66
AC97O27100140	N97: Local Test TCR Bungalow N97	20	20	22-Sep-17	19-Oct-17	09-Oct-17	03-Nov-17	-11	-11	-30
AC97O27100150	N97: Install Wayside Switch/Rail Heating Equip/Tape TCR N97	20	20	18-Sep-17	13-Oct-17	16-Oct-17	10-Nov-17	-20	-20	-35
AC97O27100160	N97: Install Connect Bonding/Jumpers TCR N97 Limits	24	24	18-Sep-17	19-Oct-17	16-Oct-17	16-Nov-17	-20	-20	-100
AC97O27100170	N97: Terminate Signal/ETS Equipment TCR N97 Limits	12	12	20-Oct-17	06-Nov-17	17-Nov-17	06-Dec-17	-20	-20	-51
AC97O27100180	N97: Terminate Wayside Signal/ETS Equipment TCR N97 Limits	12	12	20-Oct-17	06-Nov-17	17-Nov-17	06-Dec-17	-20	-20	-100
AC97O27100190	N97: Test Wayside Signal/ETS Equipment TCR N97 Limits	12	12	07-Nov-17	22-Nov-17	07-Dec-17	22-Dec-17	-20	-20	-100
Roadway, Wayside and Non-Wayside		0	0	06-Nov-17	06-Nov-17	06-Dec-17	06-Dec-17	-30	-30	-143
AC97O01100280	N97: Complete Median MOT	0	0		06-Nov-17		06-Dec-17	-30	-30	-143
Project Wide		0	0	18-May-17	18-May-17	16-Jun-17	16-Jun-17	-29	-29	-93
AC97O01100440	N97: Start Pull Cable to TPSS/TBS	0	0	18-May-17		16-Jun-17		-29	-29	-93
Procurement/Fabrication/Delivery		10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-162
Guideway/Track		10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-162
AP97O26100140	N97: Deliver TCR Bungalow N97	10	10	04-May-17	17-May-17	02-Jun-17	15-Jun-17	-20	-20	-162
N11 Route 606		868	868	27-Mar-15	28-Jun-18	27-Mar-15	24-Jul-18	0	-18	-153
Construction		861	861	27-Mar-15	19-Jun-18	27-Mar-15	13-Jul-18	0	-18	-146
Station		793	793	01-Jul-15	19-Jun-18	01-Jul-15	13-Jul-18	0	-18	-160
AC11S01100090	N11: Station Construction Administration and Management	689	689	01-Jul-15	16-May-18	01-Jul-15	11-Jun-18	0	-15	-150
AC11S01100100	N11: Station survey, temp facilities, staging & laydown areas	689	689	01-Jul-15	16-May-18	01-Jul-15	11-Jun-18	0	-15	-150

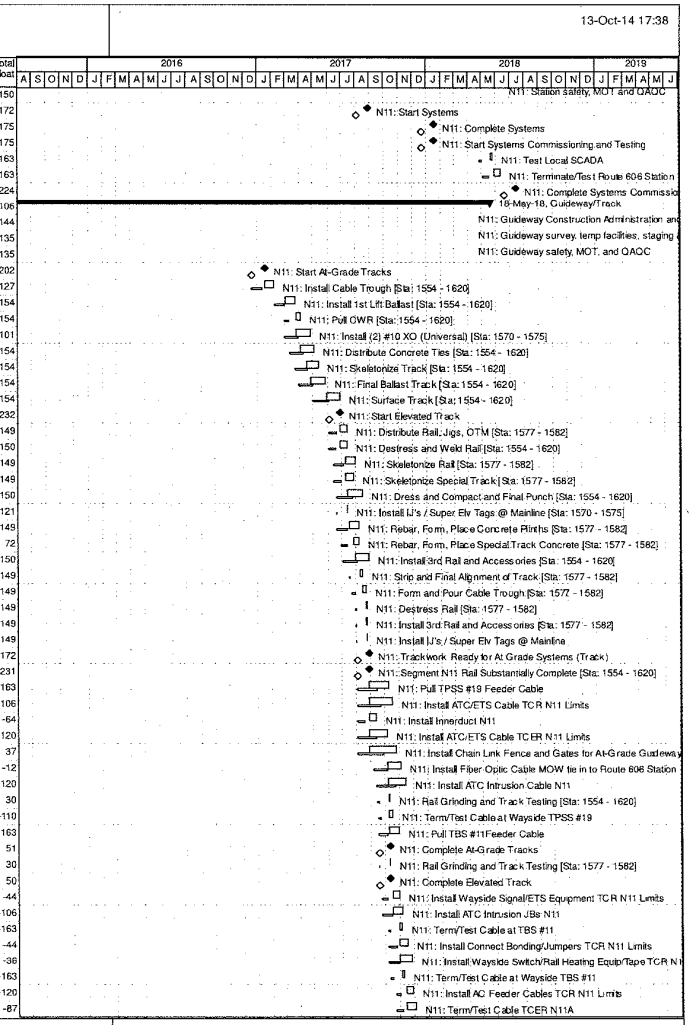


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
AC11S01100110	N11: Station safety, MOT and QAQC	689	689	01-Jul-15	16-May-18	01-Jul-15	11-Jun-18	0	-15	-150
AC11O01201200	N11: Start Systems	0	0	04-Aug-17		29-Aug-17		-25	-25	-172
AC11O01201240	N11: Complete Systems	0	0		22-Dec-17		18-Jan-18	-27	-27	-175
AC11O01201230	N11: Start Systems Commissioning and Testing	0	0	23-Dec-17		19-Jan-18		-27	-27	-175
AC11S27100620	N11: Test Local SCADA	5	5	26-Apr-18	02-May-18	21-May-18	25-May-18	-17	-17	-163
AC11S27100630	N11: Terminate/Test Route 606 Station	10	10	03-May-18	16-May-18	29-May-18	11-Jun-18	-17	-17	-163
AC11O01201250	N11: Complete Systems Commissioning and Testing	0	0		19-Jun-18		13-Jul-18	-24	-24	-224
Guideway/Track		821	821	27-Mar-15	25-Apr-18	27-Mar-15	18-May-18	0	-17	-106
AC11O01100090	N11: Guideway Construction Administration and Management	768	768	27-Mar-15	12-Mar-18	27-Mar-15	04-Apr-18	0	-17	-144
AC11O01100100	N11: Guideway survey, temp facilities, staging & laydown areas	708	708	27-Mar-15	12-Mar-18	27-Mar-15	04-Apr-18	0	-16	-135
AC11O01100110	N11: Guideway safety, MOT, and QAQC	708	708	27-Mar-15	12-Mar-18	27-Mar-15	04-Apr-18	0	-16	-135
AC11O01201080	N11: Start At-Grade Tracks	0	0	21-Dec-16		17-Jan-17		-27	-27	-202
AC11O34100480	N11: Install Cable Trough [Sta: 1554 - 1620]	15	15	21-Dec-16	12-Jan-17	17-Jan-17	06-Feb-17	-16	-16	-127
AC11O34100490	N11: Install 1st Lift Ballast [Sta: 1554 - 1620]	15	15	08-Feb-17	01-Mar-17	03-Mar-17	24-Mar-17	-16	-16	-154
AC11O34100500	N11: Pull CWR [Sta: 1554 - 1620]	7	7	02-Mar-17	10-Mar-17	27-Mar-17	04-Apr-17	-16	-16	-154
AC11O34100510	N11: Install (2) #10 XO (Universal) [Sta: 1570 - 1575]	20	20	02-Mar-17	30-Mar-17	27-Mar-17	25-Apr-17	-16	-16	-101
AC11O34100520	N11: Distribute Concrete Ties [Sta: 1554 - 1620]	20	20	13-Mar-17	11-Apr-17	05-Apr-17	04-May-17	-16	-16	-154
AC11O34100530	N11: Skeletonize Track [Sta: 1554 - 1620]	17	17	24-Mar-17	19-Apr-17	19-Apr-17	12-May-17	-16	-16	-154
AC11O34100540	N11: Final Ballast Track [Sta: 1554 - 1620]	20	20	31-Mar-17	01-May-17	26-Apr-17	29-May-17	-16	-16	-154
AC11O34100550	N11: Surface Track [Sta: 1554 - 1620]	20	20	02-May-17	05-Jun-17	30-May-17	28-Jun-17	-16	-16	-154
AC11O01201110	N11: Start Elevated Track	0	0	06-Jun-17		29-Jun-17		-23	-23	-232
AC11O34100580	N11: Distribute Rail, Jigs, OTM [Sta: 1577 - 1582]	10	10	06-Jun-17	20-Jun-17	29-Jun-17	14-Jul-17	-16	-16	-149
AC11O34100570	N11: Destress and Weld Rail [Sta: 1554 - 1620]	9	9	06-Jun-17	19-Jun-17	29-Jun-17	13-Jul-17	-16	-16	-150
AC11O34100590	N11: Skeletonize Rail [Sta: 1577 - 1582]	15	15	14-Jun-17	05-Jul-17	10-Jul-17	31-Jul-17	-16	-16	-149
AC11O34100600	N11: Skeletonize Special Track [Sta: 1577 - 1582]	12	12	14-Jun-17	29-Jun-17	10-Jul-17	26-Jul-17	-16	-16	-149
AC11O34100610	N11: Dress and Compact and Final Punch [Sta: 1554 - 1620]	22	22	20-Jun-17	24-Jul-17	14-Jul-17	16-Aug-17	-16	-16	-150
AC11O34100620	N11: Install IJ's / Super Elv Tags @ Mainline [Sta: 1570 - 1575]	1	1	20-Jun-17	20-Jun-17	14-Jul-17	14-Jul-17	-16	-16	-121
AC11O32100360	N11: Rebar, Form, Place Concrete Plinths [Sta: 1577 - 1582]	15	15	21-Jun-17	13-Jul-17	17-Jul-17	07-Aug-17	-16	-16	-149
AC11O34100630	N11: Rebar, Form, Place Special Track Concrete [Sta: 1577 - 1582]	9	9	30-Jun-17	14-Jul-17	27-Jul-17	08-Aug-17	-16	-16	72
AC11O34100640	N11: Install 3rd Rail and Accessories [Sta: 1554 - 1620]	20	20	05-Jul-17	03-Aug-17	31-Jul-17	28-Aug-17	-16	-16	-150
AC11O34100650	N11: Strip and Final Alignment of Track [Sta: 1577 - 1582]	3	3	18-Jul-17	20-Jul-17	10-Aug-17	15-Aug-17	-16	-16	-149
AC11O34100660	N11: Form and Pour Cable Trough [Sta: 1577 - 1582]	6	6	24-Jul-17	31-Jul-17	16-Aug-17	23-Aug-17	-16	-16	-149
AC11O34100670	N11: Destress Rail [Sta: 1577 - 1582]	1	1	01-Aug-17	01-Aug-17	24-Aug-17	24-Aug-17	-16	-16	-149
AC11O34100680	N11: Install 3rd Rail and Accessories [Sta: 1577 - 1582]	2	2	01-Aug-17	02-Aug-17	24-Aug-17	25-Aug-17	-16	-16	-149
AC11O34100690	N11: Install IJ's / Super Elv Tags @ Mainline	1	1	02-Aug-17	02-Aug-17	25-Aug-17	25-Aug-17	-16	-16	-149
AC11O01201190	N11: Trackwork Ready for At Grade Systems (Track)	0	0		03-Aug-17		28-Aug-17	-25	-25	-172
AC11O01190700	N11: Segment N11 Rail Substantially Complete [Sta: 1554 - 1620]	0	0		03-Aug-17		28-Aug-17	-25	-25	-231
AC11O27100260	N11: Pull TPSS #19 Feeder Cable	30	30	04-Aug-17	15-Sep-17	29-Aug-17	10-Oct-17	-17	-17	-163
AC11O27100200	N11: Install ATC/ETS Cable TCR N11 Limits	35	35	04-Aug-17	22-Sep-17	29-Aug-17	17-Oct-17	-17	-17	-106
AC11O27100210	N11: Install Innerduct N11	11	11	04-Aug-17	18-Aug-17	29-Aug-17	13-Sep-17	-17	-17	-64
AC11O27100220	N11: Install ATC/ETS Cable TCER N11 Limits	28	28	04-Aug-17	13-Sep-17	29-Aug-17	06-Oct-17	-17	-17	-120
AC11O32110380	N11: Install Chain Link Fence and Gates for At-Grade Guideway	37	37	04-Aug-17	29-Sep-17	29-Aug-17	25-Oct-17	-16	-16	37
AC11O27100500	N11: Install Fiber Optic Cable MOW tie in to Route 606 Station	21	21	08-Sep-17	06-Oct-17	06-Oct-17	03-Nov-17	-20	-20	-12
AC11O27100310	N11: Install ATC Intrusion Cable N11	28	28	14-Sep-17	23-Oct-17	09-Oct-17	15-Nov-17	-17	-17	-120
AC11O34100710	N11: Rail Grinding and Track Testing [Sta: 1554 - 1620]	2	2	15-Sep-17	18-Sep-17	10-Oct-17	11-Oct-17	-16	-16	30
AC11O27100380	N11: Term/Test Cable at Wayside TPSS #19	5	5	18-Sep-17	22-Sep-17	11-Oct-17	17-Oct-17	-17	-17	-110
AC11O33100610	N11: Pull TBS #11Feeder Cable	15	15	18-Sep-17	06-Oct-17	11-Oct-17	31-Oct-17	-17	-17	-163
AC11O01201180	N11: Complete At-Grade Tracks	0	0		18-Sep-17		11-Oct-17	-23	-23	51
AC11O34100720	N11: Rail Grinding and Track Testing [Sta: 1577 - 1582]	1	1	19-Sep-17	19-Sep-17	12-Oct-17	12-Oct-17	-16	-16	30
AC11O01201130	N11: Complete Elevated Track	0	0		19-Sep-17		12-Oct-17	-23	-23	50
AC11O27100330	N11: Install Wayside Signal/ETS Equipment TCR N11 Limits	10	10	25-Sep-17	06-Oct-17	18-Oct-17	31-Oct-17	-17	-17	-44
AC11O27100340	N11: Install ATC Intrusion JBs N11	16	16	25-Sep-17	16-Oct-17	18-Oct-17	08-Nov-17	-17	-17	-106
AC11O27100270	N11: Term/Test Cable at TBS #11	4	4	09-Oct-17	12-Oct-17	01-Nov-17	06-Nov-17	-17	-17	-163
AC11O27100360	N11: Install Connect Bonding/Jumpers TCR N11 Limits	13	13	09-Oct-17	25-Oct-17	01-Nov-17	17-Nov-17	-17	-17	-44
AC11O27100370	N11: Install Wayside Switch/Rail Heating Equip/Tape TCR N11	17	17	09-Oct-17	31-Oct-17	01-Nov-17	27-Nov-17	-17	-17	-36
AC11O27100290	N11: Term/Test Cable at Wayside TBS #11	4	4	13-Oct-17	18-Oct-17	07-Nov-17	10-Nov-17	-17	-17	-163
AC11O33100620	N11: Install AC Feeder Cables TCR N11 Limits	7	7	24-Oct-17	01-Nov-17	16-Nov-17	28-Nov-17	-17	-17	-120
AC11O27100420	N11: Term/Test Cable TCER N11A	12	12	24-Oct-17	08-Nov-17	16-Nov-17	05-Dec-17	-17	-17	-87



Primary Baseline | Remaining Work | ◇ Baseline Milestone
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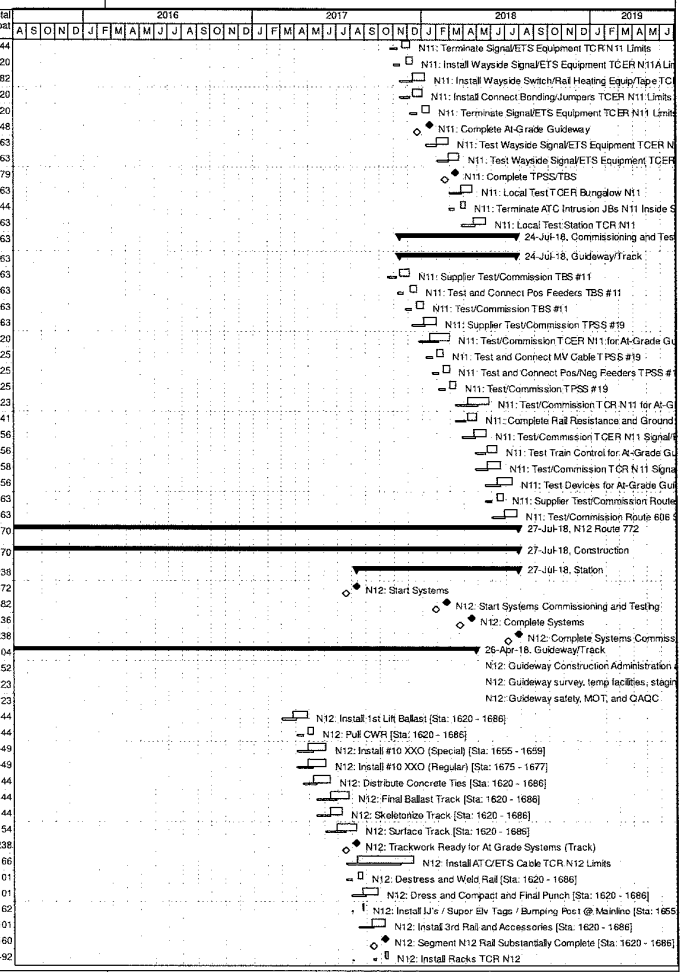
Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Change in Finish Date	Total Float
AC11O27100430	N11: Terminate Signal/ETS Equipment TCR N11 Limits	12	12	26-Oct-17	10-Nov-17	20-Nov-17	07-Dec-17	-17	-17	-44
AC11O27100440	N11: Install Wayside Signal/ETS Equipment TCER N11A Limits	10	10	02-Nov-17	15-Nov-17	29-Nov-17	12-Dec-17	-17	-17	-120
AC11O27100470	N11: Install Wayside Switch/Rail Heating Equip/Tape TCER N11A	17	17	16-Nov-17	12-Dec-17	13-Dec-17	08-Jan-18	-17	-17	-82
AC11O27100480	N11: Install Connect Bonding/Jumpers TCER N11 Limits	13	13	16-Nov-17	06-Dec-17	13-Dec-17	02-Jan-18	-17	-17	-120
AC11O27100490	N11: Terminate Signal/ETS Equipment TCER N11 Limits	12	12	07-Dec-17	22-Dec-17	03-Jan-18	18-Jan-18	-17	-17	-120
AC11O01201220	N11: Complete At-Grade Guideway	0	0		22-Dec-17		18-Jan-18	-27	-27	-48
AC11O27100390	N11: Test Wayside Signal/ETS Equipment TCER N11 Limits	18	18	10-Jan-18	02-Feb-18	02-Feb-18	27-Feb-18	-17	-17	-163
AC11O27100400	N11: Test Wayside Signal/ETS Equipment TCER N11A Limits	18	18	05-Feb-18	28-Feb-18	28-Feb-18	23-Mar-18	-17	-17	-163
AC11S01110010	N11: Complete TPSS/TBS	0	0		20-Feb-18		15-Mar-18	-23	-23	-179
AC11O27100450	N11: Local Test TCER Bungalow N11	20	20	01-Mar-18	28-Mar-18	26-Mar-18	20-Apr-18	-17	-17	-163
AC11O27100460	N11: Terminate ATC Intrusion JBs N11 Inside Station	8	8	01-Mar-18	12-Mar-18	26-Mar-18	04-Apr-18	-17	-17	-144
AC11O27100410	N11: Local Test Station TCR N11	20	20	29-Mar-18	25-Apr-18	23-Apr-18	18-May-18	-17	-17	-163
Commissioning and Testing		176	176	19-Oct-17	26-Jun-18	13-Nov-17	24-Jul-18	-17	-17	-163
Guideway/Track		176	176	19-Oct-17	26-Jun-18	13-Nov-17	24-Jul-18	-17	-17	-163
AX11O01100020	N11: Supplier Test/Commission TBS #11	15	15	19-Oct-17	08-Nov-17	13-Nov-17	05-Dec-17	-17	-17	-163
AX11O01100030	N11: Test and Connect Pos Feeders TBS #11	10	10	09-Nov-17	22-Nov-17	06-Dec-17	19-Dec-17	-17	-17	-163
AX11O01100040	N11: Test/Commission TBS #11	10	10	27-Nov-17	08-Dec-17	20-Dec-17	04-Jan-18	-17	-17	-163
AX11O01100050	N11: Supplier Test/Commission TPSS #19	20	20	11-Dec-17	09-Jan-18	05-Jan-18	01-Feb-18	-17	-17	-163
AX11O01100100	N11: Test/Commission TCER N11 for At-Grade Guideway	30	30	26-Dec-17	06-Feb-18	19-Jan-18	01-Mar-18	-17	-17	-120
AX11O01100060	N11: Test and Connect MV Cable TPSS #19	10	10	10-Jan-18	23-Jan-18	02-Feb-18	15-Feb-18	-17	-17	-125
AX11O01100080	N11: Test and Connect Pos/Neg Feeders TPSS #19	10	10	24-Jan-18	06-Feb-18	16-Feb-18	01-Mar-18	-17	-17	-125
AX11O01100090	N11: Test/Commission TPSS #19	10	10	07-Feb-18	20-Feb-18	02-Mar-18	15-Mar-18	-17	-17	-125
AX11O01100150	N11: Test/Commission TCR N11 for At-Grade Guideway	35	35	15-Mar-18	02-May-18	09-Apr-18	25-May-18	-17	-17	-123
AX11O01100130	N11: Complete Rail Resistance and Ground Test for At-Grade Guideway 1	15	15	15-Mar-18	04-Apr-18	09-Apr-18	27-Apr-18	-17	-17	-141
AX11O01100110	N11: Test/Commission TCER N11 Signal/ETS System	20	20	29-Mar-18	25-Apr-18	23-Apr-18	18-May-18	-17	-17	-156
AX11O01100140	N11: Test Train Control for At-Grade Guideway 11O	15	15	26-Apr-18	16-May-18	21-May-18	11-Jun-18	-17	-17	-156
AX11O01100070	N11: Test/Commission TCR N11 Signal/ETS System	20	20	26-Apr-18	23-May-18	21-May-18	18-Jun-18	-17	-17	-158
AX11O01100180	N11: Test Devices for At-Grade Guideway 11O	23	23	17-May-18	19-Jun-18	12-Jun-18	13-Jul-18	-17	-17	-156
AX11O01100120	N11: Supplier Test/Commission Route 606 Station	10	10	17-May-18	31-May-18	12-Jun-18	25-Jun-18	-17	-17	-163
AX11O01100160	N11: Test/Commission Route 606 Station	20	20	01-Jun-18	28-Jun-18	26-Jun-18	24-Jul-18	-17	-17	-163
N12 Route 772		869	869	31-Mar-15	03-Jul-18	31-Mar-15	27-Jul-18	0	-18	-170
Construction		869	869	31-Mar-15	03-Jul-18	31-Mar-15	27-Jul-18	0	-18	-170
Station		351	351	19-Jul-17	03-Jul-18	11-Aug-17	27-Jul-18	-23	-24	-238
AC12O01102480	N12: Start Systems	0	0	19-Jul-17		11-Aug-17		-23	-23	-72
AC12O01102570	N12: Start Systems Commissioning and Testing	0	0	30-Jan-18		22-Feb-18		-23	-23	-82
AC12O01102590	N12: Complete Systems	0	0	23-Mar-18		17-Apr-18		-25	-25	-136
AC12O01102600	N12: Complete Systems Commissioning and Testing	0	0		03-Jul-18		27-Jul-18	-24	-24	-238
Guideway/Track		803	803	31-Mar-15	03-Apr-18	31-Mar-15	26-Apr-18	0	-17	-104
AC12O01101130	N12: Guideway Construction Administration and Management	782	782	31-Mar-15	03-Apr-18	31-Mar-15	26-Apr-18	0	-17	-152
AC12O01101140	N12: Guideway survey, temp facilities, staging & laydown areas	631	631	31-Mar-15	03-Apr-18	31-Mar-15	26-Apr-18	0	-13	-123
AC12O01101150	N12: Guideway safety, MOT, and QAQC	631	631	31-Mar-15	03-Apr-18	31-Mar-15	26-Apr-18	0	-13	-123
AC12O34100320	N12: Install 1st Lift Ballast [Sta: 1620 - 1686]	21	21	03-Mar-17	03-Apr-17	27-Mar-17	26-Apr-17	-15	-15	-144
AC12O34100330	N12: Pull CWR [Sta: 1620 - 1686]	8	8	04-Apr-17	17-Apr-17	27-Apr-17	09-May-17	-15	-15	-144
AC12O34100340	N12: Install #10 XXO (Special) [Sta: 1655 - 1659]	23	23	04-Apr-17	09-May-17	27-Apr-17	05-Jun-17	-15	-15	-49
AC12O34100350	N12: Install #10 XXO (Regular) [Sta: 1675 - 1677]	23	23	04-Apr-17	09-May-17	27-Apr-17	05-Jun-17	-15	-15	-49
AC12O34100360	N12: Distribute Concrete Ties [Sta: 1620 - 1686]	21	21	18-Apr-17	17-May-17	10-May-17	14-Jun-17	-15	-15	-144
AC12O34100380	N12: Final Ballast Track [Sta: 1620 - 1686]	25	25	18-May-17	28-Jun-17	15-Jun-17	24-Jul-17	-15	-15	-144
AC12O34100370	N12: Skeletonize Track [Sta: 1620 - 1686]	16	16	18-May-17	15-Jun-17	15-Jun-17	10-Jul-17	-15	-15	-144
AC12O34100390	N12: Surface Track [Sta: 1620 - 1686]	28	28	06-Jun-17	18-Jul-17	29-Jun-17	10-Aug-17	-16	-16	-154
AC12O01102470	N12: Trackwork Ready for At Grade Systems (Track)	0	0		18-Jul-17		10-Aug-17	-23	-23	-238
AC12O27100390	N12: Install ATC/ETS Cable TCR N12 Limits	84	84	19-Jul-17	14-Nov-17	11-Aug-17	11-Dec-17	-17	-17	-166
AC12O34100410	N12: Destress and Weld Rail [Sta: 1620 - 1686]	8	8	19-Jul-17	31-Jul-17	14-Aug-17	23-Aug-17	-16	-16	-101
AC12O34100430	N12: Dress and Compact and Final Punch [Sta: 1620 - 1686]	20	20	01-Aug-17	29-Aug-17	24-Aug-17	25-Sep-17	-16	-16	-101
AC12O34100420	N12: Install IJ's / Super Elv Tags / Bumping Post @ Mainline [Sta: 1655 - 1	2	2	01-Aug-17	02-Aug-17	24-Aug-17	25-Aug-17	-16	-16	62
AC12O34100440	N12: Install 3rd Rail and Accessories [Sta: 1620 - 1686]	20	20	18-Aug-17	14-Sep-17	11-Sep-17	09-Oct-17	-16	-16	-101
AC12O01190400	N12: Segment N12 Rail Substantially Complete [Sta: 1620 - 1686]	0	0		14-Sep-17		09-Oct-17	-25	-25	-160
AC12O27100380	N12: Install Racks TCR N12	5	5	15-Sep-17	21-Sep-17	10-Oct-17	16-Oct-17	-17	-17	-92

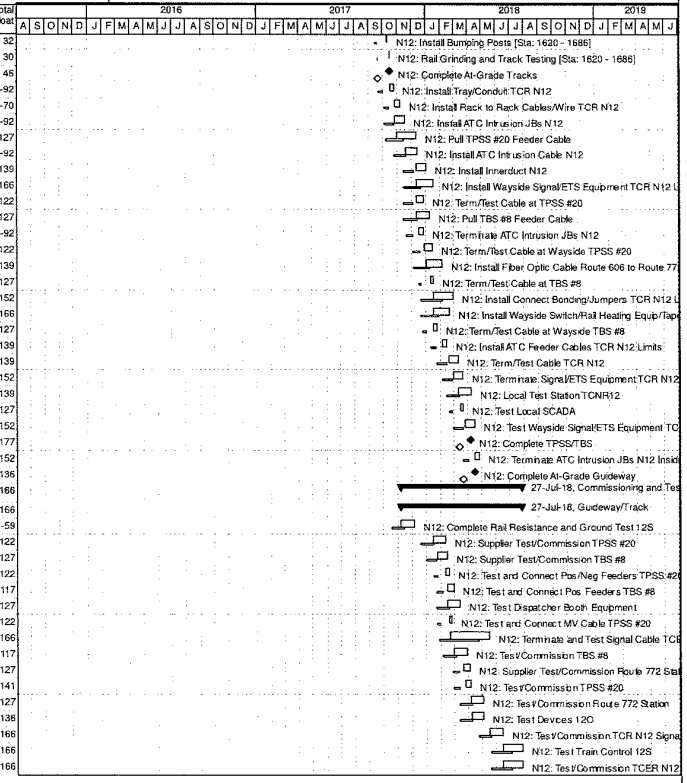


Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

Data Date = 01-Jul-14

PCO 820080 Town Center Pkwy Support Structure (Developed from U12ACA) | Fragnet Impact_2 | 13-Oct-14 17:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Original Start	Orig. Finish	Start	Finish	Change in Start Date	Chnage in Finish Date	Total Float
AC12O34100460	N12: Install Bumping Posts [Sta: 1620 - 1686]	2	2	15-Sep-17	18-Sep-17	10-Oct-17	11-Oct-17	-16	-16	32
AC12O34100480	N12: Rail Grinding and Track Testing [Sta: 1620 - 1686]	1	1	20-Sep-17	20-Sep-17	16-Oct-17	16-Oct-17	-16	-16	30
AC12O01102490	N12: Complete At-Grade Tracks	0	0		20-Sep-17		16-Oct-17	-26	-26	46
AC12O27100400	N12: Install Tray/Conduit TCR N12	8	8	22-Sep-17	03-Oct-17	17-Oct-17	26-Oct-17	-17	-17	-92
AC12O27100410	N12: Install Rack to Rack Cables/Wire TCR N12	8	8	04-Oct-17	13-Oct-17	27-Oct-17	07-Nov-17	-17	-17	-70
AC12O27100550	N12: Install ATC Intrusion JBs N12	16	16	04-Oct-17	25-Oct-17	27-Oct-17	17-Nov-17	-17	-17	-92
AC12O27100460	N12: Pull TPSS #20 Feeder Cable	28	28	09-Oct-17	15-Nov-17	01-Nov-17	12-Dec-17	-17	-17	-127
AC12O27100570	N12: Install ATC Intrusion Cable N12	18	18	26-Oct-17	20-Nov-17	20-Nov-17	15-Dec-17	-17	-17	-92
AC12O27100470	N12: Install Innerduct N12	14	14	15-Nov-17	06-Dec-17	12-Dec-17	02-Jan-18	-17	-17	-139
AC12O27100480	N12: Install Wayside Signal/ETS Equipment TCR N12 Limits	25	25	15-Nov-17	21-Dec-17	12-Dec-17	17-Jan-18	-17	-17	-166
AC12O33100410	N12: Term/Test Cable at TPSS #20	11	11	16-Nov-17	04-Dec-17	13-Dec-17	28-Dec-17	-17	-17	-122
AC12O27100370	N12: Pull TBS #8 Feeder Cable	20	20	16-Nov-17	15-Dec-17	13-Dec-17	11-Jan-18	-17	-17	-127
AC12O27100580	N12: Terminate ATC Intrusion JBs N12	8	8	21-Nov-17	04-Dec-17	18-Dec-17	28-Dec-17	-17	-17	-92
AC12O33100420	N12: Term/Test Cable at Wayside TPSS #20	11	11	05-Dec-17	19-Dec-17	29-Dec-17	15-Jan-18	-17	-17	-122
AC12O27100500	N12: Install Fiber Optic Cable Route 606 to Route 772 Station	24	24	07-Dec-17	11-Jan-18	03-Jan-18	05-Feb-18	-17	-17	-139
AC12O27100440	N12: Term/Test Cable at TBS #8	5	5	18-Dec-17	22-Dec-17	12-Jan-18	18-Jan-18	-17	-17	-127
AC12O27100530	N12: Install Connect Bonding/Jumpers TCR N12 Limits	31	31	22-Dec-17	06-Feb-18	18-Jan-18	01-Mar-18	-17	-17	-152
AC12O27100540	N12: Install Wayside Switch/Rail Heating Equip/Tape TCER N12	25	25	22-Dec-17	29-Jan-18	18-Jan-18	21-Feb-18	-17	-17	-166
AC12O27100450	N12: Term/Test Cable at Wayside TBS #8	5	5	26-Dec-17	02-Jan-18	19-Jan-18	25-Jan-18	-17	-17	-127
AC12O27100560	N12: Install ATC Feeder Cables TCR N12 Limits	9	9	12-Jan-18	24-Jan-18	06-Feb-18	16-Feb-18	-17	-17	-139
AC12O27100451	N12: Term/Test Cable TCR N12	16	16	25-Jan-18	15-Feb-18	19-Feb-18	12-Mar-18	-17	-17	-139
AC12O27100461	N12: Terminate Signal/ETS Equipment TCR N12 Limits	16	16	07-Feb-18	28-Feb-18	02-Mar-18	23-Mar-18	-17	-17	-152
AC12O27100471	N12: Local Test Station TCNR12	20	20	16-Feb-18	15-Mar-18	13-Mar-18	09-Apr-18	-17	-17	-139
AC12O27100490	N12: Test Local SCADA	5	5	21-Feb-18	27-Feb-18	16-Mar-18	22-Mar-18	-17	-17	-127
AC12O27100481	N12: Test Wayside Signal/ETS Equipment TCR Limits	16	16	01-Mar-18	22-Mar-18	26-Mar-18	16-Apr-18	-17	-17	-152
AC12S01110010	N12: Complete TPSS/TBS	0	0		14-Mar-18		06-Apr-18	-23	-23	-177
AC12O27100590	N12: Terminate ATC Intrusion JBs N12 Inside Station	8	8	23-Mar-18	03-Apr-18	17-Apr-18	26-Apr-18	-17	-17	-152
AC12O01102580	N12: Complete At-Grade Guideway	0	0		23-Mar-18		17-Apr-18	-25	-25	-136
Commissioning and Testing		182	182	20-Oct-17	03-Jul-18	08-Nov-17	27-Jul-18	-13	-17	-166
Guideway/Track		182	182	20-Oct-17	03-Jul-18	08-Nov-17	27-Jul-18	-13	-17	-166
AX12O01100060	N12: Complete Rail Resistance and Ground Test 12S	20	20	20-Oct-17	16-Nov-17	08-Nov-17	07-Dec-17	-13	-13	-59
AX12O01100080	N12: Supplier Test/Commission TPSS #20	20	20	20-Dec-17	18-Jan-18	16-Jan-18	12-Feb-18	-17	-17	-122
AX12O01100010	N12: Supplier Test/Commission TBS #8	15	15	03-Jan-18	23-Jan-18	26-Jan-18	15-Feb-18	-17	-17	-127
AX12O01100090	N12: Test and Connect Pos/Neg Feeders TPSS #20	5	5	19-Jan-18	25-Jan-18	13-Feb-18	19-Feb-18	-17	-17	-122
AX12O01100030	N12: Test and Connect Pos. Feeders TBS #8	10	10	24-Jan-18	06-Feb-18	16-Feb-18	01-Mar-18	-17	-17	-117
AX12O01100020	N12: Test Dispatcher Booth Equipment	20	20	24-Jan-18	20-Feb-18	16-Feb-18	15-Mar-18	-17	-17	-127
AX12O01100100	N12: Test and Connect MV Cable TPSS #20	5	5	26-Jan-18	01-Feb-18	20-Feb-18	26-Feb-18	-17	-17	-122
AX12O01100070	N12: Terminate and Test Signal Cable TCER N12	60	60	30-Jan-18	23-Apr-18	22-Feb-18	16-May-18	-17	-17	-166
AX12O01100120	N12: Test/Commission TBS #8	20	20	07-Feb-18	06-Mar-18	02-Mar-18	29-Mar-18	-17	-17	-117
AX12O01100040	N12: Supplier Test/Commission Route 772 Station	10	10	28-Feb-18	13-Mar-18	23-Mar-18	05-Apr-18	-17	-17	-127
AX12O01100110	N12: Test/Commission TPSS #20	10	10	01-Mar-18	14-Mar-18	26-Mar-18	06-Apr-18	-17	-17	-141
AX12O01100050	N12: Test/Commission Route 772 Station	20	20	14-Mar-18	10-Apr-18	06-Apr-18	03-May-18	-17	-17	-127
AX12O01100130	N12: Test Devices 12O	20	20	15-Mar-18	11-Apr-18	09-Apr-18	04-May-18	-17	-17	-138
AX12O01100140	N12: Test/Commission TCR N12 Signal/ETS System	20	20	24-Apr-18	21-May-18	17-May-18	14-Jun-18	-17	-17	-166
AX12O01100160	N12: Test Train Control 12S	30	30	22-May-18	03-Jul-18	15-Jun-18	27-Jul-18	-17	-17	-166
AX12O01100150	N12: Test/Commission TCER N12	30	30	22-May-18	03-Jul-18	15-Jun-18	27-Jul-18	-17	-17	-166



Primary Baseline | Remaining Work | ◇ Baseline Milestone
Actual Work | Critical Remaining Work | ◆ Milestone

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Data Date = 01-Jul-14

ESTIMATE NARRATIVE

MWAA PCO 130
CRC PCO 820080

PROPOSAL SCOPE OF WORK

1. **Initiating Document** = MWAA-P2-01149.
2. **RFIs** = None.
3. **Correspondence** = CRC-0372, MWAA-P2-01242, MWAA-P2-02205, MWAA-P2-02256, CRC-0146, CRC-0189, CRC-0835
4. **Submittals** = P00346 dated 8/15/14 (DP042 30%)
5. **Transmittals** = None.
6. **E-Mails** = None.

The scope for this estimate comprises the design and construction of the Town Center Parkway Rail Support Structure requested by MWAA in letters P2-01242, P2-02205, and P2-02256.

The design scope for this proposal is detailed in the attached proposal from Parsons (DT_LTR_0400 dated 10/17/2014), hereby made a part of this proposal. The design work encompasses the effort to progress the design of the proposed support structure from 30% to IFC.

The construction scope to build the structure based on the 30% design drawings and it is further detailed in the attached "30% Rail Support Structure submittal" dated 7/10/2014, prepared by CRC and attached to this proposal.

The Cost Estimate and Schedule Analysis are the result of a request from Fairfax County for MWAA to add the Town Center Parkway Rail Support Structure to the Phase 2, Package A Project (hereafter called the "Support Structure"). This Support Structure is not part of the Statement of Work or any other contract document originally included in CRC's Contract.

On 4/22/14, CRC submitted an RFC proposal to advance the design up to the 30% stage under letter CRC-0372 and agreed with MWAA to provide design and construction estimates as well as a schedule impact evaluation upon execution of a change order. On 7/24/14, MWAA issued CO-015 for this extra-work .

This cost estimate and schedule analysis submittal completes the scope of work for Change Order Fifteen (DB-CO-015).

PROPOSAL CLARIFICATIONS AND QUALIFICATIONS

1. CRC has prepared a fragnet for the scope of the changed work outlined in this proposal and it is attached for your review and approval. At this time, CRC anticipates that the changed scope of work specifically identified herein is not impacting the Scheduled Substantial Completion Date (SSCD), if the following milestones are met:
    a. Directive Letter from MWAA to proceed with design on or before 11/30/2014.
    b. Directive Letter from MWAA to proceed with construction on or before 3/15/15. This, in order to support start of construction by 9/17/15.

c. Approval of the impact from II-B changes (PCO 810046, and 820046) as well as the settlement of the schedule impacts addressed in CRC PCO 810192.

Upon receipt of the approved fragnet, CRC will insert into the latest approved schedule update and evaluate potential impacts to the SSCD, if any, so that the results can be communicated to MWAA.

2. CRC may request additional compensation, and/or a future time extension, which, in the future, may be justified as the result of this changed work and the unforeseeable cumulative effect with other changed work.

3. Not used.

4. We reserve the right to revise this proposal at any time prior to formal acceptance if the conditions upon which this proposal is based are changed or it becomes known that a portion of the changed scope has been priced in error.

5. Scope represented in this proposal is limited to that which is specifically noted in the Proposal Scope of Work and that which is specifically priced. Should additional scope resulting from unforeseen circumstances associated with this proposal be identified, a revised or supplemental proposal will be submitted.

6. We include qualifications, clarifications, and exclusions noted in the enclosed subcontractor proposals.

7. CRC and our subcontractors will not proceed with this subject work until this change order is approved or written direction to proceed is provided by MWAA.

8. CRC has provided MWAA with additional bond coverage associated with this changed scope of work, and all subcontractors have included additional bond coverage as part of their pricing submitted herein.

9. CRC has included only those scope items delineated in the Pricing Qualifications and Clarifications described herein as being the responsibility of the Contractor. We do not include the traffic barrier walls, nor any actual drainage utility work.

PRICING CLARIFICATIONS

1. On Tuesday 9/9/14, representatives of MWAA, CRC, Fairfax County, Parsons-Brinckerhoff and WMATA met to discuss the design progress done by CRC during the development of the 30% design package DP-042. This meeting had been requested in order to obtain consensus from all parties on the design that had been developed in accordance with the request from MWAA and in preparation for receiving a Directive Letter from MWAA to proceed with finalizing the design (from 30% to IFC). Further to this, MWAA issued clarifications that apply to the estimate being submitted hereby, in letters MWAA-P2-02205, MWAA-P2-02256.

2. This pricing is based on the 30% Design Submittal drawings (DP-042) dated 06/02/2014 from the Design Team, as part of CRC PCO 810080. We also looked briefly at the 90% drawings for Grading and Drainage (DP-010) as well as 100% Utilities (DP-13.1) in Parsons office on 7/7/14. We note that the latest utility (drainage) information is not

shown on the 30% drawings, but we have attempted to incorporate pricing from said drainage information into our proposal.

3. Although the Parsons' pricing proposal (letter c0400) includes the design being IFC on 10/12/15, CRC will work with MWAA and all other design review parties to find ways to expedite the design and its review process in order to achieve the beginning of construction by mid September of 2015, in accordance with the construction fragnet included herein.

4. The pricing is based on a cast-in-place and on-grade concrete deck, cast integral to a center pier and abutment walls consisting of drilled secant piles.

5. The width of the roof slab on-grade is 50 feet. The length of the roof slab on-grade is 124 feet. The length of each secant wall is 57 feet.

6. No interferences or impacts to TPSS #12 nor the stormwater management pond to the north of the DTR and to the west of TPSS #12 have been included, although it is apparent that some may exist for future work needs of the Town Center Parkway.

7. Top of rail is at Elevation 402.42 ft at Sta. 1145+00.

8. Total thickness of roof slab, mud slab, and protection slab is 4'-9".

9. Roadway to Underside of Bridge clearance requirement is 26.83 feet. This clearance will be provided by others in the future.

10. Additional thickness of sub-ballast is required due to the concrete slab needing to be below the drainage utilities.

11. Waterproofing included as per direction from MWAA in letter MWAA-P2-02256.

12. Subsurface soils are in accordance with the provided geotechnical report from ECS, Ltd dated June 3, 2013. Maximum N-values are 100/3 for drilling.

13. Excavated soils are not contaminated. To clarify, Unknown Pre-Existing Hazardous conditions, if any, will be addressed as per Articles 9 and 14 of the Design/Build Contract.

14. This price includes ASTM A706 reinforcing rebar.

15. f'c = 6,000 psi (maximum) for concrete secant piles and 5,000 psi for the concrete slab.

16. Secant piles are 48" diameter, are spaced at ~ 3'-4" on center, and extend from Elev. ~394 to Elev. ~341 including a 17 feet toe below the maximum limit of future excavation.

17. A steel WF section is included in the primary secant piles. A heavy rebar cage is included for the secondary secant piles.

18. Temporary excavation support is required to protect the DIAAH during excavation for the 4 ft roof slab.

19. A material upgrade to the track underdrain is included.

20. Cross hole sonic logging is required at secondary piles only.

21. Utility locating and temporary traffic control are included in the Phase 2, Package A, base scope of work, not this proposal.

22. The existing electric line at approximate elevation 393.0 as it crosses the centerline of the OB track will be relocated with the Phase 2 work because it conflicts with the construction of the 15" SD lateral under consideration by the Phase 2, Package A original scope of work.

23. In anticipation to scope growth, we have added approximately 10% to our construction direct cost for each category of labor, equipment, materials and subcontractors.

24. This pricing is based on the assumption that CRC will be allowed to run construction traffic on top of the finished slab. CRC had planned to use this location as a staging area during construction of the Phase 2 original scope. We have included the cost of a 4 inch slab to protect the waterproofing and the finish product.

25. This pricing includes the erection of the inner fence and concrete barrier wall (between the IB and OB tracks), to be done just before the start of the track work by CRC. To allow this, CRC will use mechanical couplers to tie the barrier wall to the 4 foot slab.

26. Please note that the retaining walls shown (TYP) shown on drawing N12-SB-012 are not attached to the slab and are not structurally designed to span thru the secant piles once the future excavation (by others) occurs.

27. The pricing includes excavation to bottom of the proposed 4' thick slab and does not include any over-excavation that may be needed due to poor soil conditions.

28. Our pricing includes the additional 6 piles as requested during RDR meeting on 10/15/14 as requested by WMATA/MWAA.

29. PE boring geotechnical information provided in Phase 2, Package A Project, shall be the basis for determining potential Differing Site Conditions.

30. This pricing includes the cost associated with the 34.5 kV duct bank relocation, from approximately STA 1146+52 to STA 1144+50. This was also requested by MWAA/WMATA at the RDR meeting on 10/15/14. However, this relocation of the 34.5 kV does not include any additional costs for Dominion Virginia Power. CRC assumes this additional costs, if any, will be addressed as per Articles 7.2 and 14.1.6 of the Design Build Contract.

CRC CALCULATION SUMMARY

Dulles Corridor Metrorail Project - Phase 2, Package A

DESIGN/BUILDER	Capital Rail Constructors	**DATE**	17-Oct-14
ADDRESS	198 Van Buren Street		
	Suite 250		
	Herndon, VA 20170		
TELEPHONE	571-375-1500		
E-MAIL	mark.blackmon@capitalrailconstructors.com		

CRC PCO No. 820080 **MWAA PCO No.** 130

Title of PCO: Town Center Parkway Track Support Structure

Scope of Work:

The scope of work for this proposal entails the completion of a Structural Design Package (DP 042) from 30% to IFC, for the proposed Town Center Parkway Track Support Structure. This proposal also includes the Construction Estimate based on 30% design in accordance with letter MWAA-P2-02205 dated 9/29/14 and MWAA-P2-02256 dated 10/3/14.

SUMMARY OF PROPOSAL

A . Direct Costs	$	6,897,071.77
B . Overhead	$	741,105.13
C . Profit	$	488,237.77
D . Fees for Permits, Licenses, Tests, State and Local Inspections	$	-
E . Insurance	$	37,511.78
F . Bond	$	90,295.83
G . Administrative Cost	$	-
H . Risk	$	426,084.88
I . Total Cost	$	8,680,307.16
	Round $	8,680,307.00

The overall time of performance of CRC's Work due to this Change Order: Remains Unchanged 0

The overall amount that will be paid to DBE Subcontractors due to this Change Order: Increases By $ 69,900.00

Percentage of DBE for this Change Order 0.81%

CRC'S CHECKLIST

* Supporting documentation is attached to substantiate the proposal summarized above, including all subcontractor proposals.
* This proposal is for the complete and final resolution of the scope as depicted in the listed change documents as clarified herein.
* A fragnet of schedule activities necessary to perform the work is attached with predecessors and successors identified.
* The "Request for Change Order Certification" is attached for CRC and the Prime subcontractors providing pricing herein.

SIGNATURE:

PRINT NAME AND TITLE: Juan Moncaleano - CRC Contract Administration Manager

CRC CALCULATION SUMMARY

CRC PCO No.	820080	MWAA PCO No.	130

Capital Rail Constructors

CRC'S SUMMARY

CAPITAL RAIL CONSTRUCTORS (CRC)		Prop #:	CRC-820080
1 . **Labor** (Complete Including Wages, Burden, Subsistence/Travel, and Premium Time.)		$	1,135,479.95
2 . **Equipment and Materials** (Items Incorporated Into the Work Only. Complete Including Tax and Freight/Transportation.)		$	2,336,545.30
3 . **Construction Equipment, Material, and Consumables** (Complete Including Tax and Freight/Transportation.)		$	1,161,114.46
4 . **Subtotal CRC's Direct Costs (Not including Professional Services)**	Sum of Lines 1, 2, and 3	$	**4,633,139.71**
4a . **Other Construction Direct Cost** (Safety, QC, Environmental Control, Survey, Outreach)		$	562,042.61
5 . **Overhead on Self Performed Work Only (Not including Professional Services)**	10% of Line 4 and 4a	$	519,518.23
6 . **Subtotal CRC's Direct Costs + Direct Cost Overhead (Not including Professional Services)**		$	**5,714,700.55**
7 . **Professional Services Labor Direct Cost including audited OH rate on Labor**		$	28,778.30
8 . **Overhead on Self Performed Professional Services Work Only**	5% of Line 7	$	1,438.92
9 . **Other Non-Labor Direct Cost**			
10 . **Subtotal CRC's Direct Costs + Direct Cost Overhead (Professional Services)**	Sum of Lines 7, 8, and 9	$	**30,217.22**
11 . **Subtotal CRC's All Direct Costs + All Direct Cost Overhead**	Sum of Lines 6 and 10	$	**5,744,917.77**
12 . **Profit on Self Performed Work Only (Not Including Professional Services)**	If Absolute Value of Line 6 <= $100k = 10%, <= $500k = 7%, Else 5%	$	285,735.03
13 . **Profit on Self Performed Professional Services Work Only**	10% of Line 7	$	2,877.83
14 . **Subtotal CRC's All Direct Costs + All Direct Cost Overhead + All Direct Cost Profit**		$	**6,033,530.63**
15 . **Direct Costs of All Subcontractors at All Tiers**	Sum of "Direct Cost" Column in Detailed Summary of Proposal sheet for All Subs	$	1,673,111.15
16 . **Overhead Total of All Subcontractors at All Tiers**	Sum of "Overhead" Column in Detailed Summary of Proposal sheet for All Subs	$	136,492.42
17 . **Profit Total of All Subcontractors at All Tiers**	Sum of "Profit" Column in Detailed Summary of Proposal sheet for All Subs	$	149,431.58
18 . **Total of Insurance for All Subcontractors at All Tiers**	Sum of "Insurance" Column in Detailed Summary of Proposal sheet for All Subs	$	-
19 . **Total of Bond for All Subcontractors at All Tiers**	Sum of "Bond" Column in Detailed Summary of Proposal sheet for All Subs	$	28,319.85
20 . **Total of Administrative Cost for All Subcontractors at All Tiers**	Sum of "Admin Cost" Column in Detailed Summary of Proposal sheet for All Subs	$	-
21 . **Overhead Mark-Up on Lower Tier Direct Costs (5%)**	5% of Line 15	$	83,655.56
22 . **Profit on Lower Tier Direct Costs (3%)**	3% of Line 15	$	50,193.33
23 . **Subtotal of All Direct Costs, Overhead, and Profit (With Lower Tier Costs, Overhead, Profit, and Miscellaneous)**		$	**8,154,734.52**
24 . **CRC's Insurance Premium**	**0.46%** 0.46% of Line 23	$	37,511.78
25 . **CRC's Bond Premium**	**0.76%** 0.76% of Line 23	$	61,975.98
26 . **CRC's Risk**	**5.23%** 5.23% of Line 23	$	426,084.88
27 . **Subtotal of CRC's Change Proposal**		$	**8,680,307.16**
28 . **Total of Risk for All Subcontractors at All Tiers**		$	-
29 . **Fees for Permits, Licenses, Tests, State and Local Inspections**		$	-
30 . **Deduct of Overhead if Maximum Aggregate is Exceeded**		$	-
31 . **Deduct of Profit if Maximum Aggregate is Exceeded**		$	-
32 . **Administrative Cost for CRC (Applicable to Credit Proposals Only)**		$	-
33 . **Total of CRC's Change Proposal**		$	**8,680,307.16**

Request for Change Order - Detailed Summary

CRC PCO #	820080
MWAA PCO #	130

	Direct Costs	Overhead	Profit	Insurance	Bond	Administrative Cost	Risk	Total	DBE Portion	Man Hours
Capital Rail Constructors	$ 5,223,960.62	$ 604,612.71	$ 338,806.19	$ 37,511.78	$ 61,975.98	$ -	$ 426,084.88	$ 6,692,952.16		350
Parsons (Design)	$ 692,337.00	$ 38,415.00	$ 95,489.00			$ -		$ 826,241.00	$ 69,900.00	3,837
Subcontracts Construction (TBD)	$ 980,774.15	$ 98,077.42	$ 53,942.58		$ 28,319.85	$ -		$ 1,161,114.00		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
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						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
						$ -		$ -		
Overhead Deduct (if necessary)		$ -						$ -		
Profit Deduct (if necessary)								$ -		
						$ -		$ -		
Total	$ 6,897,071.77	$ 741,105.13	$ 488,237.77	$ 37,511.78	$ 90,295.83	$ -	$ 426,084.88	$ 8,680,307.16	$ 69,900.00	4,187.00
% of Direct Cost		10.75%								
% of Direct Cost + Overhead			6.39%							

CRC DESIGN INTEGRATION AND CONSTRUCTION MANAGEMENT

CRC PCO No.	**820080**
Title of PCO:	**Town Center Parkway Track Support Structure**
Date:	**17-Oct-14**

CRC Staff for Design Support	Total Hours	Direct Labor Rate	Extension
2014			
D/C Integration Deputy Manager	10	$ 98.39	$ 983.90
D/C Integration Coordinator - Track	10	$ 80.70	$ 807.00
D/C Integration Coordinator - Civil	130	$ 81.78	$ 10,631.40
D/C Integration Coordinator - Stations	200	$ 81.78	$ 16,356.00
			$ -
			$ -
Hours:	350		$ 28,778.30

CRC Staff for Construction Management	Total Hours	Direct Labor Rate	Extension
			$ -
Hours:	0		$ -

INCLUDED IN THE CALCULATION OF THE DIRECT CONSTRUCTION COST

Direct Cost (Construction Labor, Equipment, Construction Equipment and Materials)	$ 4,633,139.71
Subcontract Costs (Construction Only)	$ 1,161,114.00
CRC Staff for Construction Management	$ -
	$ 5,794,253.71

Other Construction Direct Costs	% This Change	Extension
Engineering Support During Construction (ESDC)	2.17%	$ 125,735.31
Quality Control	5.25%	$ 304,198.32
Environmental Control	0.23%	$ 13,326.78
Survey and Engineering	0.65%	$ 37,662.65
Safety	0.83%	$ 48,092.31
Cleanup/Dumpster	0.29%	$ 16,803.34
Community Relations/Outreach	0.28%	$ 16,223.91
		$ 562,042.61

Capital Rail Constructors

CONSTRUCTION DIRECT COST SUMMARY
820080 - Town Center Parkway Track Support Structure

DESCRIPTION	QUAN	UNIT U/M	Labor	Permanent Materials	Construction Equip&Material	Subcontracts	GRAND TOTAL
General Conditions	1	LS	$ 282,718	$ -	$ 109,619	$ -	$ 392,337
Secant Piles	3,493	LF	$ 158,658	$ 1,003,710	$ 330,582	$ 275,810	$ 1,768,760
Mat Slabs/Pile Wall Cap Beams	4,610.00	SF	$ 147,107	$ 166,749	$ 15,168	$ -	$ 329,024
Knee Walls/Parapets (Bearing on Mat Slab Only)	4,619.00	SF	$ 53,923	$ 13,318	$ 6,928	$ -	$ 74,169
Approach Slabs	917	SF	$ 9,387	$ 9,437	$ 724	$ -	$ 19,548
Rebar - Supply & Install (Mild Steel)	126.00	TON	$ -	$ 136,283	$ -	$ 108,604	$ 244,887
Excavation	1,298	CY	$ 28,038	$ 53,000	$ 95,251	$ 124,000	$ 300,289
Fencing and Precast Beam Support	500.00	LF	$ 8,227	$ 59,360	$ 6,461	$ 17,500	$ 91,548
Thermal/Moisture Protection	4,770.00	SF	$ 8,005	$ 81,767	$ 968	$ 55,260	$ 146,000
MOT	1.00	LS	$ 42,108	$ -	$ 103,092	$ -	$ 145,200
MOT Devices and Signs	1.00	LS	$ -	$ -	$ 18,480	$ -	$ 18,480
Rock Excavation	1.00	LS	$ 9,048	$ -	$ 22,152	$ -	$ 31,200
Mechanical Couplers	1,093.00	EA	$ 49,077	$ 82,002	$ 1,093	$ -	$ 132,172
Protection Slab (4" thick)	6,534.00	SF	$ 17,570	$ 17,664	$ 1,355	$ -	$ 36,589
Allowance for Concrete Slab Gap	1.00	LS	$ 144,061	$ 144,828	$ 11,111	$ -	$ 300,000
Additional Drill Rig	1.00	EA			$ 116,000	$ -	$ 116,000
Cadwelding for rebar	1.00	LS	$ -	$ -	$ -	$ 162,000	$ 162,000
J&B for relocation of 34.5kV Duct Bank	150.00	LF				$ 225,000	$ 225,000
Additional Secant Piles	350.00	LF	$ 15,898	$ 100,572	$ 33,124	$ 27,636	$ 177,230
Additional Premium for A706 weldable rebar at secant piles	1.00	LS		$ 21,780			
6% Tax on Material and Construction Material				$ 113,428	$ 52,326		$ 165,755
GRAND TOTAL			$ 973,825	$ 2,003,898	$ 924,434	$ 995,810	$ 4,876,188

Construction Pricing Adjustment to Bid Rates			Escalation		Scope Growth	$ Scope Growth	
Labor @ 3% (per annum starting 2013)	6%	%	$ 973,825	$ 58,430	10%	$ 103,225	$ 1,135,480
Equipment @ 4% (per annum starting 2014)	4%	%	$ 316,638	$ 12,666	10%	$ 32,930	$ 362,234
Permanent Materials @ 3% (per annum starting 2013)	6%	%	$ 2,003,898	$ 120,234	10%	$ 212,413	$ 2,336,545
Construction Materials @ 3% (per annum starting 2013)	6%	%	$ 607,796	$ 36,468	10%	$ 64,426	$ 708,691
Subs / Suppliers 3% (per annum starting 2013)	6%	%	$ 995,810	$ 59,749	10%	$ 105,556	$ 1,161,114
SUB-TOTAL			$ 4,897,968	$ 287,545		$ 518,551.30	
TOTAL IIB CONSTRUCTION COST							

Labor	Permanent Materials	Construction Equip&Material	Subcontracts	GRAND TOTAL
$ 1,135,480	$ 2,336,545	$ 1,070,925	$ 1,161,114	$ 5,704,064

Risk/Contingency Calculation

Factor	Rate	Weight 0% - 10%	Value
1. Degree of Risk	25	10.00%	2.50%
2. Relative Difficulty of Work	20	7.50%	1.50%
3. Size of Job	15	2.00%	0.30%
4. Period of Performance	15	2.50%	0.38%
5. Subcontracting	25	2.20%	0.55%
	Risk Factor:		**5.23%**

Reasons for Weights Assigned
1. Degree of Risk Above Average. Work site in DTR's median
2. Relative Difficulty of Work Average
3. Size of Job $8.1M
4. Period of Performance 5 MONTHS
5. Subcontracting Subcontracted labor and design.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

October 21, 2014

Mr. Mark Canale
Fairfax County
4050 Legato Rd
Suite 400
Fairfax, VA 22182-2228

Project [8-13-C001] Dulles Corridor Metrorail Project, Phase 2 Pkg A

Location Code (multi)	N07 – Reston Town Center
Subject Code (multi)	102 – Contract Administration
Action Required	Yes
Response Required By	11/21/2014
Letter Number	MWAA-P2-02391
Reference	CRC-0952, MWAA-P2-02256, MWAA-P2-02205, Fairfax Letter 05/07/14
Initials	kr/bmg

Subject MWAA-P2-02391 - Town Center Parkway Support Structure Change Order Proposal

Dear Mr. Canale:

As requested by Fairfax County, attached is the full Change Order proposal received from Capital Rail Constructors (CRC) for the design and construction of the Town Center Parkway Rail Support Structure.

Should Fairfax County wish to proceed with adding this work to the Package A scope as a County-funded betterment, please notify the Metropolitan Washington Airports Authority no later than November 21, 2014 so that the change order can be executed and direction provided to CRC by November 30, 2014. The funding agreement with the County outlining the payment terms and process for this work must also be completed by this date.

If there are any further questions, or wish to meet with CRC to discuss any aspects of their proposal, please contact Karl Rohrer at (703) 572-0533.

Sincerely,

Kevin Volbrecht, P.E.
Project Director - Package A

cc
Gabi Daniel (Metropolitan Washington Airports Authority (MWAA))
Anne Field (Metropolitan Washington Airports Authority (MWAA))
Mike Harris (Metropolitan Washington Airports Authority (MWAA))
Nancy Hsu (Metropolitan Washington Airports Authority (MWAA))
Karl A. Rohrer (Metropolitan Washington Airports Authority (MWAA))
Charles Stark (Metropolitan Washington Airports Authority (MWAA))
James L Van Zee (Metropolitan Washington Airports Authority (MWAA))
R. L. Whedon (Metropolitan Washington Airports Authority (MWAA))

Metropolitan Washington Airports Authority (MWAA)
198 Van Buren St Suite 300 Herndon, VA 20170

Request for Change Order Certification

CRC PCO #	820080		
CRC Request for Change Letter #	0952	Date	10/17/14

Per Article 19.3.4 of the Design-Build Contract

To the best of the certifier's knowledge and belief:

a. this Request for Change Order is made in good faith, and the documents containing supporting information provided by Subcontractor are current, accurate, and complete as of the date of this certification
b. the amount of additional compensation and/or time of performance requested accurately reflects a reasonable adjustment in the cost and time of performance to which Subcontractor reasonably believes we are entitled

For the purpose of clarification:

a. "current, accurate" means, as to each document, that it is: (i) the version of that document used in preparing Subcontractor's request for adjustment of the Contract Price and/or the Scheduled Substantial Completion Date and to quantify the amount of such adjustment; (ii) contains information that Subcontractor used in preparing our request for adjustment of the Contract Price and/or Scheduled Substantial Completion Date and to quantify the amount of such adjustment; and (iii) is a true copy of that document.
b. "complete" means that the documents submitted to MWAA are all the documents used by Subcontractor in preparing our request for adjustment of the Contract Price and/or the Scheduled Substantial Completion Date and to quantify the amount of such adjustment.

Certified by:

Name: Juan Moncaleano
Title: CRC Change Orders Manager

10/17/14
Date

Board Agenda Item
November 18, 2014

INFORMATION - 1

Recognition of Comprehensive Annual Financial Reports and the Annual Budget by the Government Finance Officers Association; Performance Measurement Program by the International City/County Management Association; and Investment Policy by the Association of Public Treasurers

The Government Finance Officers Association of the U.S. and Canada (GFOA) has again recognized the superior quality of financial information Fairfax County makes available to the public. The County's Comprehensive Annual Financial Report (CAFR), the Integrated Sewer System's CAFR, the CAFRs of all three Fairfax County retirement systems, and the County's Annual Budget were recognized with GFOA's highest forms of recognition.

The County's CAFR was awarded the Certificate of Achievement for Excellence in Financial Reporting for the thirty-seventh consecutive year and the Integrated Sewer System received this certificate for the eleventh consecutive year. The Certificate of Achievement for Excellence in Financial Reporting was also awarded to all three Fairfax County retirement systems (the Employees', Police Officers and Uniformed Retirement Systems) by GFOA for their respective CAFRs. This marks the fourth consecutive year that all three systems have received this award since first applying for consideration. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. An impartial panel determined that the CAFRs demonstrated a constructive "spirit of full disclosure" to clearly communicate their financial stories and motivate potential users to read the CAFRs. All awards were based on the CAFRs for the fiscal year ended June 30, 2013.

This is the thirtieth consecutive year that Fairfax County has received GFOA's Distinguished Budget Presentation Award. In September 2014, GFOA notified the County that the FY 2015 Budget met the criteria for this award, which represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff in meeting the highest principles of public budgeting. To receive this award, a budget must be judged proficient in each of four major categories: as a policy document, financial plan, operations guide and communications guide.

In addition, the County's budget received the following special recognition from GFOA as part of the Distinguished Budget Presentation Award:

- "Outstanding as a Policy Document"
- "Outstanding as a Communications Device"
- "Special Performance Measures Recognition"

In July 2014, the International City/County Management Association (ICMA) announced that it had awarded its Certificate of Excellence to Fairfax County for the seventh consecutive year. The County is among only 29 jurisdictions across the nation being recognized for their superior efforts and results in performance measurement and management with this award – the organization's highest level of recognition – from the ICMA Center for Performance Measurement™ (CPM). The Certificate of Excellence is the highest of CPM's three levels of recognition, and pays special tribute to the County's efforts in identifying and reporting to the public key outcome measures and surveying of residents and employees, as well as the pervasiveness of performance measurement in our organization's culture.

The Association of Public Treasurers of the U.S. and Canada presented the County with the Association's Investment Policy Certificate of Excellence Award. This was the sixteenth consecutive year the County's investment policy received this award – recognition of the County's comprehensive written policy that meets stringent criteria set forth by this organization of treasury professionals.

ENCLOSED DOCUMENTS:
None

STAFF:
Susan W. Datta, Chief Financial Officer
Chris Pietsch, Director, Department of Finance
Jeffrey Weiler, Director, Retirement Administration

Board Agenda Item
November 18, 2014

INFORMATION - 2

Contract Award – Groundwater Planning, Remediation, and Sampling Consulting

On July 10, 2014, the Department of Purchasing and Supply Management issued a Request for Proposal (RFP) soliciting consultants for groundwater planning, remediation, and sampling services. The Department of Public Works and Environmental Services, Solid Waste Management Program requires performance of groundwater monitoring services at the I-95 Landfill Complex and the I-66 Transfer Station Landfill. The consultants will review and update existing plans, including the Surface Water Monitoring Plans, the Groundwater Sampling and Analysis Plans, and the Corrective Action Monitoring Plan. In addition to planning, the selected contractors will conduct sampling events, prepare monitoring reports, develop remediation strategies, and provide additional related support.

RFP2000001226 was publicly advertised in accordance with the requirements of the Fairfax County Purchasing Resolution. Five offerors submitted responsive proposals before the closing date of August 18, 2014. The County Purchasing Agent approved of the Selection Advisory Committee (SAC), who evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the evaluation of the proposals, the SAC negotiated with two of the highest-rated offerors, which resulted in selection of ARM Group Inc. and Draper Aden Associates. The SAC recommends contracts awarded to these firms based on their demonstrated ability to meet the County requirements defined in the RFP. Both awardees are classified as small businesses.

The Department of Tax Administration has verified that the selected firms meet Fairfax County Business, Professional, and Occupational License (BPOL) requirements.

Unless otherwise directed by the Board of Supervisors, the Purchasing Agent will proceed to award contracts to ARM Group Inc. and Draper Aden Associates. The contract term is five years from the award date.

FISCAL IMPACT:
Services rendered through these contracts will total approximately $2,750,000 over the five year term. Funding will be available during this period from Fund 40170, I-95 Refuse Disposal.

ENCLOSED DOCUMENTS:
Attachment 1 – List of Offerors

STAFF:
Cathy A. Muse, Department of Purchasing and Supply Management
James W. Patteson, Fairfax County Public Works and Environmental Services

ATTACHMENT 1

RFP 2000001226 – List of Offerors

Name	SWAM Status
ARM Group Inc.	Small Business
Draper Aden Associates	Small Business
Resource International, LTD.	Small Business
SCS Engineers	Large Business
Stantec	Large Business

Board Agenda Item
November 18, 2014

11:05 a.m.

Matters Presented by Board Members

Board Agenda Item
November 18, 2014

12:00 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. *Sulema Diaz-Pineda v. William M. Arnest, John Carney, Officer Chang, Michelle M. Conroy, Walter R. Fasci, Andrew M. Hirshey, Officer Hyang, Peter G. Masood, Jose R. Morillo, Lieutenant Reed, Officer Ruff, Timothy B. Scholling, and Justin M. Urbaniak*, Case No. 1:14-cv-768 (E.D. Va.)

2. *Sebastian Cerda v. Fairfax County Department of Family Services*, Record No. 2030-13-4 (Va. Ct. App.)

3. Erroneous Real Estate Tax Assessment Appeals filed by Wilkes Artis, Chartered, Against Board of Supervisors of Fairfax County, Virginia (Fx. Co. Cir. Ct.) (All Districts)

4. *Virginia Ann Brown v. County of Fairfax, Brian Joseph Byerson, Delvine John Egan, John Doe, and H & R Transport, Ltd.*, Case No. CL13008303-00 (Pr. Wm. Co. Cir. Ct.)

5. *In Re: November 6, 2013, Decision of the Fairfax County Board of Zoning Appeals; Board of Supervisors, Fairfax County, Virginia, and Leslie B. Johnson, Fairfax County Zoning Administrator v. NRG EV Services, LLC, d/b/a eVgo, and Westview Associates, LLC* (Fx. Co. Cir. Ct.) (Sully District)

6. *Pat McHugh Natural Stone, LLC v. Marc H. Bentlin, Linda M. Bentlin, Samuel I. White, P.C., Prosperity Home Mortgage, LLC, Prosperity Mortgage Company, Glasser & Glasser, P.L.C., Mortgage Electronic Registration Systems, Inc., CitiBank, N.A., Fairfax County Federal Credit Union, Joseph Thomas, Brenda Jackson, Virginia Department of Transportation, Media General Cable of Fairfax County, Inc., Virginia Electric and Power Company, and Board of Supervisors of Fairfax County*, Case No. CL-2014-0006333 (Fx. Co. Cir. Ct.) (Springfield District)

7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John Hicks, Betty Pearson-Pavone, Dallas Hicks, Harold E. Pearson, Alice Hicks, and Edward Hicks*, Case No. CL-2012-0013536 (Fx. Co. Cir. Ct.) (Providence District)

8. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Ted J. Fares*, Case No. CL-2013-0019056 (Fx. Co. Cir. Ct.) (Mason District)

9. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert E. Stroup***,** Case No. CL-2012-0000352 (Fx. Co. Cir. Ct.) (Providence District)

10. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mery Raquel Vilcapoma Inga, Hung Nguyen and Hiep Nguyen*, Case No. CL-2008-0006906 (Fx. Co. Cir. Ct.) (Mason District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duane S. Whitney, Edward N. Whitney, Arthur M. Whitney, Pamela V. Whitney, Rhonda L. Whitney, Candace Alexander, and Jeanette Alexander*, Case No. CL-2007-0005644 (Fx. Co. Cir. Ct.) (Providence District)

12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mann Realty, Inc., and 495 Shipping, Inc.*, Case No. CL-2010-0005205 (Fx. Co. Cir. Ct.) (Mount Vernon District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judy V. Marshall***,** Case No. CL-2014-0000688 (Fx. Co. Cir. Ct.) (Providence District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James G. Miller, Trustee of the James G. Miller Living Trust, and Atlantic Construction Fabrics, Inc.*, Case No. CL-2009-0002430 (Fx. Co. Cir. Ct.) (Sully District)

16. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Blanka Krizek*, Case No. CL-2013-0008510 (Fx. Co. Cir. Ct.) (Dranesville District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Westwood Buildings Limited Partnership, Istanbuli Mediterranean Grill, Inc., d/b/a Mint Café, Anis Rhanime, and Moe Rafaie*, Case No. CL-2014-0007202 (Fx. Co. Cir. Ct.) (Hunter Mill District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard Chiu*, Case No. CL-2013-0007284 (Fx. Co. Cir. Ct.) (Mason District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James M. Shifflett, Sr., et al.*, Case No. CL-2009-0014727 (Fx. Co. Cir. Ct.) (Mount Vernon District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edward E. Ankers, Jr.*, Case No. CL-2006-0010511 (Fx. Co. Cir. Ct.) (Hunter Mill District)

21. *Zenglai Ge and Hongyan Guo v. Fairfax County Board of Supervisors*, Case No. CL-2014-0010272 (Fx. Co. Cir. Ct.) (Dranesville District)

22. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. The Retter Family Trust*, Case No. CL-2014-0001639 (Fx. Co. Cir. Ct.) (Providence District)

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

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tony A. Hicks and Christina V. Hicks*, Case No. CL-2014-0002384; *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. Tony A. Hicks and Christina V. Hicks*, Case No. CL-2014-0002383 (Fx. Co. Cir. Ct.) (Springfield District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John L. Butterfield and Nancy S. Butterfield*, Case No. CL-2014-0010617 (Fx. Co. Cir. Ct.) (Dranesville District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Paul Chau*, Case No. CL-2014-0011502(Fx. Co. Cir. Ct.) (Lee District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Roger T. Wood*, Case No. CL-2014-0007886 (Fx. Co. Cir. Ct.) (Mason District)

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34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Stephen R. Himelfarb, Anne S. Himelfarb, and Daniel S. Himelfarb*, Case No. CL-2014-0014162 (Fx. Co. Cir. Ct.) (Dranesville District)

35. *Oscar Benitez v. Fairfax County Risk Management and Herbert Michael Napper*, Case No. GV14-008942 (Fx. Co. Gen. Dist. Ct.)

36. *Nationwide Property & Casualty Ins. Co. a/s/o Gregory Delcotto v. Fairfax County*, Case No. GV14-022548 (Ffx. Co. Gen. Dist. Ct.)

37. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Catherine S. Green*, Case No. GV14-011794 (Fx. Co. Gen. Dist. Ct.) (Sully District)

38. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert L. Sheldon and Doris A. Sheldon*, Case No. GV14-016767 (Fx. Co. Gen. Dist. Ct.) (Lee District)

39. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael Collins*, Case No. GV14-021793 (Fx. Co. Gen. Dist. Ct.) (Mason District)

40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Margaret Gardner*, Case No. GV14-0021794 (Fx. Co. Gen. Dist. Ct.) (Providence District)

41. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Charles R. Cunningham and Patsy A. Cunningham, Trustees, Cunningham Family Trust*, Case No. GV14-021796 (Fx. Co. Gen. Dist. Ct.) (Lee District)

42. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John D. Williamson and Tracy A. Williamson*, Case No. GV14-021795 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kia Younger*, Case No. GV14-022052 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

44. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Priya Krishnan and Natarajan Krishnan***,** Case No. GV14-022051 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

45. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. John M. Eliff, III*, Case No. GV14-022436 (Fx. Co. Gen. Dist. Ct.) (Mason District)

46. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. 8222 Frye Road, LLC*, Case No. GV14-022610 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steve McEntee, Heir to Richard L. and Virginia L. McEntee, and His Successors-in-Interest*, Case Nos. GV14-022695 and GV14-022696 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Marta Kowalczyk*, Case No. GV14-022693 (Fx. Co. Gen. Dist. Ct.) (Providence District)

49. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Loan Thi Thuy Nguyen a/k/a. Thuy Loan T. Nguyen*, Case No. GV14-022694 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

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Board Agenda Item
November 18, 2014

3:00 p.m.

Public Hearing to Receive Comment from Citizens on the Proposed Legislative Program to be Presented to the 2015 Virginia General Assembly

ENCLOSED DOCUMENTS:
Attachment I – Draft Fairfax County Legislative Program for the 2015 Virginia General Assembly
Attachment II – Draft Human Services Issue Paper

These attachments are also available at: www.fairfaxcounty.gov/government/board

STAFF:
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Preliminary DRAFT 2015 Fairfax County Legislative Program

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(Note: Language added after October 21, 2014 is highlighted.)

ATTACHMENT 1

Preliminary DRAFT 2015 Fairfax County Legislative Program

Fairfax County and the Commonwealth have long maintained a strong partnership in promoting economic development. The County has created a strong business climate, with a fair and competitive tax structure, excellent schools, an educated workforce, and services and amenities that attract new businesses every year. Both the Commonwealth and the County have benefited from this partnership.

Unfortunately, it has been the practice of the Commonwealth to significantly underfund core services, leaving localities to fill funding gaps with local revenues in order to maintain essential services. This poses a particular threat to economic development efforts, as state funding cuts in recent years, coupled with the impact the recession has had on local revenues, threaten to destroy the very attributes that draw and retain businesses. Without solutions that provide funding to keep pace with the growth of Virginia's economy, the state is at risk of slipping further in economic competiveness.

The Commonwealth's partnership with localities is a key factor in maintaining that competitiveness. As the state now grapples with a new and substantial revenue shortfall, it is critically important that Virginia continue to invest the resources necessary to educate its citizens at all levels, ensure the rule of law, protect its natural resources, provide for the basic needs of the less fortunate and build a sound infrastructure, in order to remain a competitive state and an attractive place for economic development. The critical state-local funding partnership must continue to be restored so that the Commonwealth can emerge from the current fiscal crisis even stronger, as an investment in Virginia will pay dividends for years to come.

Priorities

Funding Core Services

1.) K-12 Funding – Joint Position with the Fairfax County School Board
It is essential that the state fully meet its Constitutional responsibility to adequately fund K-12 education, including full funding for the biennial re-benchmark of Virginia's Standards of Quality (SOQ). ***(Position on full restoration of Cost of Competing Adjustment (COCA) funding shared by region.)***

Critical gaps continue to widen between the SOQ, the funding for those standards, and the actual local costs of providing a high quality education. Fairfax County and other Northern Virginia localities more than meet their responsibilities for K-12 education through large contributions to the State General Fund, strong local effort, and the effect of high local composite indices, which diverts state funding away from this region. Conversely, state funding for K-12 has declined significantly in recent years – in FY 2009, K-12 funding comprised over 35 percent of the state General Fund, but by FY 2014, investments in K-12 education had fallen to less than 30 percent of the General Fund. In fact, since FY 2009 Virginia has implemented sizable structural budget cuts to K-12, costing localities more than $1.7 billion per biennium statewide.

The Boards strongly support:

- Realistic and fully-funded Standards of Quality which keep pace with ever-evolving accountability requirements within the Standards of Accreditation and the Standards of Learning;
- Recognition of cost of living variations throughout the Commonwealth in state funding formulas in order to more accurately determine a locality's true ability to pay, particularly for high cost of living areas;
- Restoration of full funding for Cost of Competing Adjustment (COCA), an additional factor used in the state K-12 funding formula, recognizing the higher salaries required in identified high cost of living and competitive wage market regions to attract and retain the highest quality instructional and support personnel;
- Appropriate recognition in state funding formulas of the increased costs required to serve children with higher level needs, including special education students (a category encompassing students with intellectual or physical disabilities as well as those with mental/behavioral health issues; costs are approximately 100 percent more than general education), those learning English as a second language (costs are approximately 30 percent more than general education), and those living in economically disadvantaged households (costs are approximately 10 percent more than general education); and,
- Increased state resources for early childhood education programs, which help young children enter kindergarten prepared to succeed.

Additionally, the Boards strongly oppose:

- State budget cuts that disproportionately target or affect Northern Virginia; and,
- Structural cuts or formula changes which further weaken the partnership between the state and localities.

Unfortunately, recent budget decisions by the General Assembly, like the elimination of COCA funding for support positions, exacerbate the stresses on the state-local K-12 partnership, by making permanent, structural cuts in state funding that localities expressly sought to avoid. The overall and cumulative effect of these structural changes continues to be felt by artificially lowering the state baseline for funding K-12 going forward.

Failure to adequately meet the needs of the youngest Virginians can create repercussions for individual families, the larger community and the Commonwealth, while investments in early childhood and K-12

education can provide a foundation for learning and achievement, often reducing or eliminating the need for more costly interventions and remediation, and spurring the state's economic development. *(Revises and updates previous position.)*

2.) Transportation Funding

The Commonwealth should continue and build upon the successful enactment of significant, new transportation revenues by the 2013 General Assembly.

Statewide and regional funding generated by HB 2313 provides substantial new resources needed to begin addressing the transportation needs of Northern Virginia and the Commonwealth. While HB 2313 moves the Commonwealth in the right direction, transportation funding challenges remain.

- **Allocation of Statewide Revenues –**
  - It is critical that Northern Virginia continue to receive its fair share of statewide revenues, as required by **HB 2313**. If any changes to the HB 2313 revenues are considered, alternative revenues must generate funds at least equal to those previously approved.
  - The Commonwealth Transportation Board is authorized to provide up to $500 million to projects before funds are provided to the construction fund. As a result, the secondary construction program will receive no significant new funds until after FY 2020. This is especially alarming as localities have not received funds for this program since FY 2010. Though the Secretary of Transportation is currently analyzing methods to provide assistance for local transportation projects, this $500 million set-aside should be eliminated or modified at the very least, to ensure equitable distribution of funds to each region. In addition, consideration should be given to updating the highway funding allocation formulas to better reflect congestion relief and highway maintenance needs throughout the Commonwealth.
  - **SB 1140** (2013) requires the implementation of new methodologies for transit funding. The County is concerned about changes made that go beyond the intent of the legislation – specifically, the County remains opposed to the Department of Rail and Public Transportation's decision to change the allocation of state funds for capital costs from the non-federal cost of a project to the total cost. As the Fairfax Connector and several other Northern Virginia systems do not receive federal funds, this change only increases the local share that Northern Virginia systems must pay while reducing the share for those systems in the Commonwealth that provide far less local funding.
  - During the 2014 Session, the General Assembly passed **HB 2,** which creates a new process for allocating statewide transportation funds. It is important that as this process moves forward, it includes significant local input. The County looks forward to providing input as this process is developed and is available to assist with these efforts. The new process will not be used until the Six-Year Program that begins on July 1, 2016. In the meantime, the Commonwealth should allow projects already in development to continue to move forward, as not doing so could significantly delay implementation of even those projects that are ultimately selected for funding through HB 2. *(This position may be revised pending further implementation by the Administration this fall.)*
- **Transit Bond Funding – The Commonwealth should work to address the "bond cliff" issue to ensure that transit systems continue to receive the state resources needed to provide critical transit services.** In 2018, state transit funding is expected to decline by over 60 percent, when bond funds authorized in 2007 are expected to be depleted. *(Regional position.)*
- **Secondary and Local Road Conditions – The Commonwealth should make efforts to ensure that the maintenance needs of secondary and local roads are met.** HB 2313 has helped to reduce the maintenance backlog for roads in the Commonwealth. However, while pavement conditions on interstates and primary systems have improved, conditions for secondary roads continue to decline.
- **Transportation and Economic Success – The Commonwealth should provide funding assistance for the transportation needs of major employment centers, in order to lay the groundwork for economic success.** Fairfax County contains several major employment centers that generate public benefit for the County and the Commonwealth. For these centers, including areas such as Springfield, Seven Corners, and Reston, to remain successful and accommodate

predicted growth, they must transform into sustainable, transit-oriented, and walkable communities. That transformation has already begun in Tysons, where significant improvements in transit access have been made, but additional resources are needed to ensure that pedestrian, bicycle, and transit modes thrive and roadway congestion is addressed. The Board of Supervisors approved its Six-Year Transportation Project Priorities (TPP), which assumes significant funding from Fairfax County, as well as funding from regional and statewide sources. The projects in the TPP focus on making investments to strengthen the County's major employment centers, and it is important that the state and federal governments similarly recognize their importance by providing the funding needed to complete the transportation projects that have been identified in these areas.

- **Metro – The Commonwealth should continue to support Metro 2025.** The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro developed a strategic plan that will guide decisions over the next 10 years and ensure that the system continues to support the region's competitiveness in the future. Metro proposes a number of initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains, resulting in the ability to move an additional 35,000 customers per hour; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network that includes a variety of improvements allowing buses to bypass traffic congestion. Additional resources are critical to ensuring the success of this effort, as WMATA prepares to purchase the train cars necessary for increased capacity needs. Further, improvements to the system's core capacity are needed before any future extensions can be considered. Continued state support of Metro 2025 will help keep Metro, Northern Virginia, and the Commonwealth moving forward. *(Regional position.)*

A modern, efficient, multimodal transportation system is essential to the Commonwealth, and is intrinsically tied to continued economic development and the ability to compete in a global economy. Fairfax County, along with localities throughout the state, continues to provide millions in local funds for transportation each year, and the County and the Commonwealth must continue to work together to ensure that our infrastructure needs are met. *(Revises and updates previous transportation funding position.)*

3.) State Budget

The Commonwealth should rebalance its resources and responsibilities so that the funding partnership with localities is restored, ensuring the delivery of critically needed services in communities throughout Virginia. State established standards for locally delivered services must be accompanied by state funding that is adequate to successfully provide those services, and accountability for successes and failures should be reciprocal, ensuring both the state and localities accept responsibility commensurate with their respective roles.

The depth and breadth of state cuts to localities in recent years has severely stressed the state-local funding partnership. State aid to localities decreased by approximately $1 billion since FY 2009, including a five year period in which the Commonwealth required localities to return funds to the state in order to help balance the state's budget – essentially creating a new reverse concept of "local aid to the Commonwealth," which translated into more than $20 million in state funding cuts to Fairfax County. Towards the end of FY 2014, a combination of factors led to a massive state revenue shortfall of approximately $2.4 billion for the 2014-2016 biennium; though local governments were largely spared from the first round of state budget cuts, there is significant concern about the potential effects of future cuts.

While direct aid to localities was 52 percent of the General Fund (GF) in FY 2009, it only accounted for 44 percent of the General Fund in FY 2014. And K-12, the most critical core service shared by the state and localities, has dropped from 35 percent of the General Fund in FY 2009 to less than 30 percent in FY 2014. The allocation of resources is, in fact, a way of prioritizing areas of critical importance for the state. If core services and shared state-local programs are not at the top of that list, the pro-business environment Virginia has become known for will be jeopardized.

In addition to the two County priorities of K-12 and Transportation, action should be taken at the 2015 General Assembly on the following budget items:

- Full restoration of Cost of Competing Adjustment (COCA) funding for K-12 support positions in the 2014-2016 biennium budget. (see also page 3) *(Regional position.)*

- Restoration, or at a minimum level funding, for HB 599 law enforcement funding. (see also page 9)

- Provision of sufficient state funding for services to individuals leaving the Northern Virginia Training Center, ensuring the Commonwealth fulfills its responsibility to implement the federal settlement agreement. (see also page 11)

- Restoration of funding for human services programs, which serve the most vulnerable Virginians. (see also the Human Services Issue Paper)

Regrettably, a national report indicates that, during the recent national recession, only a handful of state governments cut more funds to local governments and school districts than did Virginia. Though the Commonwealth's budget shortfall was the 20th largest in the nation, the state funding cut to localities was third highest among states. Essentially, Virginia has relied on cuts to localities and school divisions to a greater extent than most other states. As the state seeks to bridge the substantial 2014-2016 biennium budget funding shortfall, it must avoid further structural cuts or changes to funding formulas for locally delivered programs and services; rather, the Commonwealth should focus on one-time funding reductions where needed, to ensure that core services are not adversely affected for years to come. *(Revises and updates previous position.)*

Governance

A strong state and local partnership is essential to Virginia's success and the ability of both levels of government to respond to the needs of their residents. As the form of government closest to the people, local government must be provided the flexibility to serve the needs of residents, which can vary greatly from one part of the Commonwealth to another.

4.) Local Authority

Existing local government authority should be preserved, particularly in such key areas as taxation and land use, and the protection of public health, safety, and welfare, where local governments must have sufficient authority to govern effectively. Further, local authority should be enhanced to provide localities more flexibility in the administration of local government, as appropriate community solutions differ significantly from one area of the state to another. Finally, local government representatives should be included on all commissions or other bodies established by the state for the purpose of changing or reviewing local revenue authority or governance.

The local tax structure, which has become outdated and over-reliant on property taxes, must be modernized. Local government revenues must be diversified, including the provision of equal taxing authority for counties and cities, without state mandated restrictions on use, or caps on capacity. Where possible, the state should consider updating state and local taxes to reflect changes in the economy or technology; avoid any expansion of revenue-sharing mechanisms controlled by the state; avoid any new state mandates while fully funding and/or reducing current requirements; avoid any diminution of current local taxing authority (including BPOL and machinery and tools taxes) and lessen restrictions currently imposed on local revenues; or lessen current restrictions on the use of state funds now provided to localities for shared responsibilities.

Local land use authority must also be preserved. Local government is the level of government best suited to equitably and effectively deal with local land use issues, ensuring orderly and balanced growth and redevelopment with direct public participation and accountability in this critical process. Further restrictions on local use of eminent domain, in addition to the 2013 amendment to the Virginia Constitution, are unnecessary; Fairfax County has been extremely judicious and wholly appropriate in its very selective use of

condemnation. Moreover, additional legislation in this area should be avoided while courts adjudicate this recent constitutional change to what was a long-settled area of law.

Each level of government has unique strengths. However, as a Dillon Rule state, local governments in Virginia are significantly restricted in their authority, which impedes the ability of localities to react quickly and efficiently to emerging problems. In many instances, an overemphasis on statewide uniformity does not adequately consider the particular issues experienced in growing and urbanizing localities in Northern Virginia, limiting the ability of local governments to respond to community standards and priorities. (Consumer protection is an example of an area in which local government is often better equipped to address local concerns.) At a minimum, the state should empower localities to solve their own problems, by providing increased authority or discretion for services that have no compelling priority or impact for the Commonwealth, thus eliminating the need to seek permission for ministerial matters from the General Assembly each year. Additionally, reinstatement of the requirement that all bills with a local fiscal impact be filed by the first day of the General Assembly session would be an important step in signaling the GA's willingness to recognize local fiscal concerns as new legislation is considered, by allowing localities the maximum time possible to highlight potential impacts. Furthermore, local governments must be included as full participants on any state commissions and study committees examining local issues, allowing for a more complete assessment of such issues and reflecting the governing partnership that must exist between the state and localities to ensure the effective administration of government. *(Updates and reaffirms previous position.)*

Position Statements

Environment

Global Climate Change/Environmental Sustainability Initiatives
Support efforts to reduce the County's greenhouse gas emissions and operational demand for energy through efficiency, conservation, and education. The basis for these efforts is Fairfax County's strategic direction and commitment to achieve environmental and energy goals, including those set forth in the Board's 2004 Environmental Agenda, the 2009 Energy Policy, and the County's Comprehensive Plan.

Support funding of renewable energy grant programs and incentives to assist the development and growth of energy businesses and technologies. Support renewable distributed energy generation and opportunities for consumers to purchase or generate renewable energy, including expanding the availability of net metering programs.

Support legislation which would provide state income tax incentives for businesses or residents to defray a portion of the cost of new construction or improvements which save energy and mitigate adverse environmental impacts. *(Updates and reaffirms previous positions.)*

Support legislation clarifying that third-party power purchase agreements (PPAs) for renewable energy are legal within the established limits for net metering customers of investor-owned utilities. PPAs can facilitate the adoption of renewable energy by homeowners and other energy consumers by reducing the up-front costs, thus assisting in reducing greenhouse gas emissions and other forms of pollution. *(Reaffirms previous position. Legislation passed in 2013 to authorize a limited pilot program for such arrangements; the State Corporation Commission is in the process of implementing this program.)*

Land Conservation
Support the Governor's goal to preserve 400,000 acres of open space and working lands statewide. Additionally, continue to support prioritizing the Virginia Land Preservation Tax Credit to encourage the preservation of land for public use. In addition to other benefits, the preservation of open space contributes to watershed protection, an important issue as the state works to reduce nutrient pollution in the Chesapeake Bay. (*Updates and reaffirms previous position.)*

Reducing Environmental Contamination from Plastic and Paper Bags
Support legislation or other efforts which would encourage the use of reusable shopping bags, consistent with the County's waste reduction goals and environmental stewardship efforts. As in previous sessions, it is anticipated that legislation to ban plastic bags or impose a fee for their use may be introduced again in 2015. Such legislation would need to be examined by the County for efficacy, cost, and ease of administration. *(Updates and reaffirms previous position. EQAC has requested that this position remain in the Program.)*

Funding

Economic Development
Support a strong partnership between the Commonwealth and the County as Virginia's economy adapts to a changing fiscal landscape. Virginia has historically been among the top states in the nation in per capita federal spending, and both the state and the County have benefited from significant federal investments in military and civilian employment, along with associated contracting industries. However, the effects of federal budget cuts and sequestration have had a negative impact on County and state revenues, as high-paying professional and contracting jobs have been replaced by lower-paying jobs in the service sector. In the short term, state support for the World Police and Fire Games, which will be hosted by the County in July 2015, will

pay significant dividends for the County and the Commonwealth, providing both international exposure and increased tax revenues. In the long term, a multi-faceted approach will be needed to position the County for future growth, including investments to:

- Ensure a workforce equipped for emerging, high-growth industries;
- Diversify the local economy by attracting new industries to Fairfax County, while continuing to support businesses already located in the County;
- Protect existing federal facilities within the County; and,
- Maintain an environment conducive to recruiting additional federal installations. *(New position.)*

Public Safety/Courts Funding

Public safety is a core service for the Commonwealth, as it is for localities. Protecting the Commonwealth's residents and ensuring the successful operation of all aspects of the justice system requires appropriate state funding for this state-local partnership, including law enforcement, the courts, and jails/corrections. Continued and substantial state cuts in recent years, in addition to the underfunding that already exists, have placed an increased burden on localities to fund these state responsibilities. To that end, Fairfax County supports reversing this trend through adequate state funding for the following:

- **HB 599 – The Commonwealth should restore, or at a minimum maintain, HB 599 law enforcement funding.** This critical funding, provided to localities with police departments, is a priority for localities throughout the Commonwealth. Approximately 65 percent of all Virginians currently depend on local police departments for public safety services. This program strives to equalize state funding between cities, counties, and towns with police departments and localities in which the sheriff provides law enforcement. If state funding had increased with state revenues, as is required, Fairfax County would have received approximately $21 million in additional funding over the past five years. *(Updates and reaffirms longstanding Board position.)*
- **Jails – The Commonwealth should adequately compensate localities at a level which is commensurate with the state's responsibility for local jail operations.** Local governments in Virginia have historically borne a disproportionate burden of supporting jail confinement costs, as a result of significant underfunding by the Commonwealth. *(Reaffirms previous position.)*
- **Courts – The Commonwealth should adequately fund Virginia's courts, to ensure a well-functioning judicial branch.** The overall underfunding of Virginia's court system continues to place additional burdens on localities and the judicial system. Providing sufficient funding for the salaries of court personnel, including clerks, magistrates, Commonwealth's Attorneys, public defenders, district court employees, and probation office employees, among others, is a critical state responsibility. *(Revises and reaffirms previous position. Follow-up on the implementation of the November 2013 Virginia Judicial Workload Assessment Report by the National Center for State Courts to assess more accurately the added weight to be given in cases requiring the use of interpreters is due to be completed November 1, 2015.)*

Water Quality Funding

Support budget action at the 2015 General Assembly to ensure adequate state appropriations to the Water Quality Improvement Fund to make full and timely payments under point source upgrade contracts with local governments; also support continuation of and increased funding to the Stormwater Local Assistance Fund (SLAF).

Fairfax County and local governments throughout Virginia face mounting costs for water quality improvements for sewage treatment plants, urban stormwater, combined sewer overflows (CSOs) and sanitary sewer overflows (SSOs). The state has made significant progress in providing funding in recent years, including deposits to the WQIF of surplus funds and the establishment and funding of the SLAF ($28 million in matching grant funds was allocated for SLAF in 2014). However, in order to meet federal Chesapeake Bay requirements, additional state assistance for urban stormwater needs will be required (the Senate Finance Committee estimates these costs to be between $9.4 billion and $11.5 billion by 2025), while additional funding will likely also be needed for wastewater treatment plant upgrades in the Chesapeake Bay watershed. The state must partner with localities in order to meet these federal mandates to ensure the success of this

effort, and such funding must continue to increase if Virginia is to meet its commitments for the Chesapeake Bay. *(Updates and reaffirms previous position.)*

General Laws

Elections
Support legislation to promote participation in elections, including allowing any registered voter to vote absentee without requiring that the voter state a reason ("no-excuse" absentee voting), and providing for extended polling hours statewide to allow voters additional time to reach polling places. Legislation intended to enhance security regarding elections must be carefully analyzed to ensure that it strikes a balance between maintaining the integrity of elections while not discouraging the exercise of the franchise. The effects of recently-enacted voter ID legislation should be examined for potentially harmful consequences before further legislation in this area is introduced. Similarly, reactions at the state and federal levels to the recent Supreme Court decision striking down Section IV of the Voting Rights Act, which eliminated the requirement that changes to Virginia's election laws be "pre-cleared," should be closely monitored. Monitor consideration of an option for local governments to extend polling hours in the case of an emergency. Support greater state financial support for election administration. *(Reaffirms previous position.)*

Sexual Orientation
Support legislation to permit the County, as an urban county executive form of government, to prohibit discrimination in the areas of housing, real estate transactions, employment, public accommodations, credit, and education on the basis of sexual orientation. Fairfax County has already taken actions pursuant to existing state enabling legislation in the preceding areas on the basis of race, color, religion, sex, pregnancy, childbirth, and disability. *(Reaffirms previous position.)*

Health

Alternative On-Site Sewage Systems
Support legislation that would require sellers of residential property to directly disclose to prospective purchasers that an AOSS is on the property and that the system will have to be operated and maintained in accordance with applicable standards and requirements. Support legislation that would provide localities with additional tools to ensure adequate reporting of periodic private-sector inspections and that would allow localities to abate or remedy violations of laws regarding the operation and/or maintenance of such systems. Oppose legislation that would further restrict local government authority to regulate the installation of such systems within the locality, including but not limited to authority to ensure installation according to approved designs and development plans, establish minimum setback distances and installation depths, and prohibit such systems within or near wetlands and other environmentally sensitive areas, unless such systems are approved by the Virginia Department of Health for use in the particular circumstances and conditions in which the proposed system is to be operating. *(Revises and updates previous position to reflect proposals currently under consideration by the Virginia Department of Health and a work group of stakeholders.)*

Lyme Disease
Support funding initiatives that will advance research, surveillance, reporting, diagnostics, and treatment for Lyme disease, as recommended by the Lyme Disease Task Force convened in 2011 by the Governor and the Secretary of Health and Human Resources. Cases of Lyme disease have been on the rise in Virginia, with 805 confirmed and 305 probable cases reported to the Centers for Disease Control and Prevention in 2012. *(Updates and reaffirms previous position.)*

Human Services

Early Intervention Services for Infants and Toddlers with Disabilities/Part C

Support sustainable funding and infrastructure for Part C Early Intervention, which is a state/federal entitlement program that provides services for Virginia's infants and toddlers. In order to address immediate concerns, support increasing funding by $2 million GF in FY 2015 and $2.3 million GF in FY 2016 to support growth in services to children who do not qualify for Medicaid. Additionally, approximately $2 million GF is needed to increase rates and align them with actual costs (from $132 per month to $175 per month) for the Medicaid Early Intervention Targeted Case Management Program, which provides early intervention services for children eligible for Medicaid.

The Commonwealth of Virginia has long contracted with the Fairfax-Falls Church Community Services Board (CSB) to provide Early Intervention therapeutic services for infants and toddlers with developmental delays in areas such as speech, eating, learning, and movement. The CSB, which is the Local Lead Agency for Fairfax County as part of the state's compliance with the federal Individuals with Disabilities Education Act (IDEA) Part C grant, provides services through the Infant and Toddler Connection (ITC) program. ITC is funded through a combination of federal, state, local, and insurance sources.

As the benefits of early intervention have become more widely known throughout the nation, enrollment in this program has grown. The Fairfax-Falls Church CSB experienced a 38 percent growth in enrollment in its ITC program between FY 2011 through FY 2013, with a further increase of 7.1 percent in FY 2014. It is anticipated that ITC will continue to grow at an average rate of six to eight percent annually. The program has gone from serving 1,287 children on average each month in FY 2013 to serving 1,379 children on average per month in FY 2014. In response to a significant funding shortfall, the 2013 General Assembly provided an additional $2.3 million in FY 2013 and $6 million statewide in FY 2014; however, for FY 2015 and FY 2016, the General Assembly kept the funding at the FY 2014 level. Increased funding will continue to be necessary to keep pace with the demand for this critical program. *(Revises and reaffirms previous position.)*

Funding – Northern Virginia Training Center (NVTC)

Support additional state funding for community placements, including critically-needed housing, for individuals leaving the Northern Virginia Training Center. Also support additional state funding for increased Medicaid waiver rates to support those placements, to ensure the Commonwealth fulfills its responsibility to implement the federal settlement agreement.

As a result of a state decision following the settlement agreement negotiated with the U. S. Department of Justice, the Commonwealth will be closing four of the state's five training centers, which provide residential treatment for individuals with intellectual and developmental disabilities. Ensuring the creation of sufficient and appropriate housing for individuals leaving the training center must be a top priority for the Commonwealth, and is essential to the implementation of this agreement.

Community Services Boards (CSBs) are responsible for transitioning all persons at training centers into community-based residential and day support services operated by the CSB, private non-profit or for-profit providers based on funds available as well as the choices of those being discharged to the community. Unfortunately, residential, employment, and day support in the region is already at capacity and expansion has been impeded by high real estate and service delivery costs paired with insufficient waiver rates. Although there has been some expansion, it is not sufficient to serve all the individuals who wish to remain in Northern Virginia by the scheduled closing of NVTC (there are currently 83 individuals from Fairfax County residing in training centers, primarily at NVTC).

In 2013, the Commonwealth established bridge funds for individuals leaving NVTC, intended to provide temporary financial support for services that will eventually be funded through new Medicaid waivers, which are currently being developed. Additionally, the Commonwealth has received federal approval for exceptional rates for congregate residential services for individuals with complex needs, but additional guidance remains

under development. This uncertainty has created difficulty for providers and the CSB in seeking to prepare for the eventual release of NVTC residents.

Recognizing that existing capacity in community-based services is not yet adequate to accommodate the closure of NVTC, the state elected to delay closure of the facility until March 2016. In order to make that delay effective, state efforts to increase community-based services must be accelerated and expanded. It is estimated that approximately $7.7 million in state start-up funding will be needed in Northern Virginia to expand community-based residential placements and day support services, including the creation of 14 new community Intermediate Care Facilities (ICF) and 20 Intellectual Disability (ID) waiver homes.

In addition to creating this expanded capacity, the current Medicaid ID waiver reimbursement rates will need to increase to ensure sufficient, quality services, comparable to the services currently provided by training centers. It is estimated that additional state funding of approximately $10.1 million per year will be needed to operate these services. NVTC is an intermediate care facility (ICF) which has provided cost-based reimbursement for community services. Fairfax County has long supported increasing Medicaid waiver rates for all recipients, which allow Medicaid reimbursement for services provided in the home and community for people with intellectual and developmental disabilities, among others. However, meeting the unique conditions of those transitioning from NVTC requires both increasing and restructuring some existing waiver rates, and should be an essential component of any state solution. Waiver rates are currently well below the cost of providing necessary services, and do not provide sufficient flexibility to meet the needs of the NVTC population. Support changes to waivers that would:

- Increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area;
- Increase congregate waiver rates to compensate a sustainable, well trained workforce and service support model;
- Establish higher rates to address the needs of individuals with high, complex and intense needs for support, including employment and day services;
- Increase reimbursement rates to enable the hiring of professional nurses;
- Enhance or reconfigure waiver services to fully reimburse nursing and behavioral supports;
- Restructure billing units to allow sufficient reimbursement for the provision of appropriate and adequate services; and,
- Include appropriate levels of funding to create a range of community residential arrangements and infrastructure.

Successfully implementing the Department of Justice settlement is the Commonwealth's responsibility and obligation. Sufficient and timely state funding for the NVTC population is an essential component of that effort. *(Updates and reaffirms previous position.)*

Medicaid Eligibility and Access to Care

Support increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned by the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Virginia's Medicaid program provides access to health care services for people in particular categories (low-income children and parents, pregnant women, older adults, and persons with disabilities). Costs are shared between the federal government and the states, and states are permitted to set their own income and asset eligibility criteria within federal guidelines. Virginia's current eligibility requirements are so strict that although it is the 12th largest state in terms of population and 10th in per capita personal income, Virginia ranked 44th in Medicaid enrollment as a proportion of the state's population and 46th in per capita Medicaid spending.

The national recession has placed additional pressures on Medicaid, resulting in more Americans being eligible for this essential program, and the Commonwealth faces a critical decision, as it considers again whether or not to pursue the Medicaid expansion included in the federal health care reform law, along with the sizable federal funding provided for those newly eligible enrollees. During the 2014 session, a compromise

proposal was offered to utilize the additional federal funding that would be available under Medicaid expansion to subsidize insurance premiums for low-income Virginians purchasing private insurance. A subsequent proposal, considered during the 2014 special session, would have created a framework for the use of the additional federal dollars to assist low-income Virginians with the employee's share of employer-sponsored insurance, or to subsidize premiums for the plans included in the federally-managed health insurance exchanges. The failure of both proposals leaves the question of Medicaid expansion in doubt in Virginia; however, it is important to note that expansion would provide coverage to as many as 248,000 Virginians, including 27,000 individuals in Fairfax County. Newly eligible individuals would include low-income adults (individuals earning less than $16,104 per year or families earning less than $32,913 per year), low-income children who lose Medicaid when they turn 19, and adults with disabilities not eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).

It is clear at this time that the cost to the Commonwealth will be minimal in the first few years, while the savings in indigent and uncompensated care could be significant. Additionally, increasing less expensive preventative care and reducing more expensive emergency care could improve the overall health of residents of the Commonwealth, while slowing the growth in insurance premiums and reducing the "hidden tax" currently borne by all Virginians. As a result, Fairfax County supports increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned in the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Oppose actions that shift Medicaid costs to localities, such as through Medicaid service funding reductions, changes to eligibility that shrink access, or other rule changes that erode the social safety net.

Irrespective of Virginia's decision on the Medicaid expansion, or of any other federal funding cuts or reductions in federal requirements which may be considered by Congress, it is essential that the Commonwealth avoid taking actions that effectively shift costs to localities. Due to the increasingly critical shortage of private providers, poor reimbursement rates, and other factors that play a role in an overall increase in Medicaid program costs, ensuring success with any cost containment strategies will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. In particular, information technology initiatives to improve program administration should be coordinated with local program administrators. Fairfax County supports cost containment measures that utilize innovation, increase efficiency and targeted service delivery, and use of technology to reduce Medicaid fraud, in order to ensure the best allocation of resources without reducing services or access to care. Decisions made regarding other aspects of the Affordable Care Act should be carefully considered to avoid unintentionally increasing the number of uninsured Virginians by limiting the types of acceptable private plans, potentially increasing pressure on the social safety net. *(Revises and reaffirms previous position.)*

Land Use

Proffers

Existing local authority to accept cash and in-kind proffers from developers must be retained without restrictions to assist localities in providing the capital facilities and infrastructure needed to serve new development, and to maintain local community standards that keep and improve the quality of life, and encourage and spur economic development. Any proposal for replacing such proffer commitments with development impact fees must be at the option of each locality. *(Reaffirms previous position.)*

Public Safety

Accessibility
Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility to public places and to housing.

According to the U.S. Census Bureau's 2013 American Community Survey, approximately 74,000 Fairfax County residents have a disability, which includes people with hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulties. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Fairfax County supports access for people with disabilities and older adults in public and private facilities; in particular, the County supports increasing accessibility through incentives, voluntary standards for accessible housing and educational outreach to businesses, building officials, advocacy groups and the Commonwealth.

The lack of affordable, accessible, integrated housing is a major barrier facing older adults and people with disabilities throughout the Commonwealth. Innovative options to help ensure that older adults and people with disabilities can stay in their homes include increasing the accessible housing stock in newly constructed multi-family housing (encompassing apartment buildings, condos, and assisted living housing, among others); expanding the Rental Choice Virginia demonstration grant to cover more people; raising the maximum annual allotment of the Livable Homes Tax Credit; and establishing a comparable grant to help pay for much-needed home modifications. Improved accessibility in public buildings, housing, transportation, and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(Updates and reaffirms previous position.)*

Dangerous Weapons in Public Facilities
Support legislation to allow local governments to prohibit the possession of dangerous weapons in or on any facility or property owned or leased by the locality, with certain exceptions, including any person who has been issued a permit to carry a concealed handgun. Violation of such an ordinance would be punishable as a misdemeanor. It is particularly important that the County have such authority for any facility or property owned or leased by the County serving large populations of youth under the age of 18. Current law permits private property owners to decide whether or not to permit dangerous weapons on their property. *(Reaffirms previous position.)*

Pneumatic Guns
Support legislation that would authorize a locality to adopt an ordinance that would ban the possession of pneumatic guns on school grounds, with an exemption for persons participating in school-sponsored activities. Pneumatic guns, particularly those fired by pump action or carbon dioxide gas cartridges, are capable of muzzle velocities that can result in skin or ocular penetration. A particular concern of County law enforcement is that modern pneumatic guns often strongly resemble firearms. Given the potential for injury caused by these guns, legislation which would allow localities to ban their possession on school property would provide important protection. The General Assembly has already banned the possession of a long list of weapons on school grounds, thus recognizing that schools should be a "safe zone." *(Reaffirms previous position, which was previously included as an initiative. The County's 2012 bill on this subject passed the Senate, but failed in a House subcommittee.)*

Taxation

Communications Sales and Use Tax
Support legislation to protect the financial interests of local governments based upon declining revenues in the communications sales and use tax. After lengthy negotiations, the 2007 GA repealed many local telecommunications taxes and replaced them with a statewide communications tax. The expectation at that time was that the new communications tax would grow and localities would, at a minimum, receive the same amount of funding as they received in FY 2006 ($85.5 million for Fairfax County). However, this tax has eroded and in FY 2014, the County only received approximately $79 million. Consequently, any consideration of formula changes must be avoided until and unless communications tax revenues increase sufficiently to ensure revenue neutrality for localities, as agreed upon when this compromise was reached. Additionally, changes in market area, customers served, new technologies and perhaps the rate itself must be examined to ensure a modern communications tax system for localities, which reflects and reacts to an ever-changing landscape. *(Reinstates and updates position included in previous Programs.)*

Transportation

Secondary Road Devolution
Oppose any legislation that would require the transfer of secondary road construction and maintenance responsibilities to counties, especially if these efforts are not accompanied with corresponding revenue enhancements. While there are insufficient resources to adequately meet the maintenance and improvement needs of secondary roads within the Commonwealth, the solution to this problem is not to simply transfer these responsibilities to local governments that have neither the resources nor the expertise to fulfill them. Further, oppose any legislative or regulatory moratorium on the transfer of newly constructed secondary roads to VDOT for the purposes of ongoing maintenance. *(Reaffirms previous position.)*

Pedestrian and Transit Safety
Safe access to transit facilities can be improved through infrastructure investments and better traffic safety laws. With the opening of the Silver Line, along with significantly increased Fairfax Connector service and more concentrated growth, more residents and workers in the County are choosing to walk and use transit. Fairfax County supports revisions to Virginia's existing pedestrian law that clarify the responsibilities of both drivers and pedestrians, in order to reduce the number of pedestrian injuries and fatalities that occur each year. In particular, support legislation that would require motorists to stop for pedestrians in crosswalks at unsignalized intersections on roads where the speed is 35 mph or less, and at unsignalized crosswalks in front of schools. *(Reinstates and updates position included in previous Programs.)*

FAIRFAX COUNTY
2015 Transportation Fact Sheet

Transportation Conditions

- Only 31 percent of secondary roads in Fairfax County have pavement in Fair or Better condition. This is 29 percent lower than the statewide average of 60 percent, and far short of VDOT's target of 82 percent. While the County's interstates and primary roads have improved from previous years, there are still significant unmet roadway maintenance needs in Fairfax County.

- According to the Texas Transportation Institute (TTI), delays endured by the average commuter in the Northern Virginia and the Washington Metropolitan Region in 2011 were 67 hours, 29 hours more than the national average and worst among the nation's 439 urban areas. The average commuter wasted about 32 gallons of fuel in 2011 due to congestion, also ranking the region as the worst in the nation.

- Transit agencies provide over 156 million passenger trips in Northern Virginia on bus and rail annually (a 22% increase in the past decade). Approximately three-quarters of transit trips in the Commonwealth are in Northern Virginia, and the TTI has found that the Washington, D.C. region's investments in transit have saved $711 million annually in reduced fuel use and delay in traffic.

- In 2012, Fairfax County reported $3 billion in unmet transportation needs over the next 10 years; due to the passage of HB 2313 and the County's Tysons Funding Plan, that deficit has been reduced to $790 million.

The Current Situation

- HB 2313 (2013) provides approximately $300 million in annual regional transportation revenues, which is a significant step in addressing the estimated $950 million annual transportation revenue shortfall calculated by the Northern Virginia Transportation Authority.

- In 2013, the County began developing a cost/benefit analysis to be used as one of the factors in its project selection process. It also initiated a Countywide Dialogue on Transportation (CDOT) to seek community feedback. This effort included public meetings, presentations by request, interactive mapping, and an online survey. The information gathered was used to assist the Board in adopting a priority project list for the County.

- The County continues to work to improve and streamline project delivery, including coordinating between County departments and with outside agencies, including VDOT, and eliminating or reducing steps in the process. It is essential that Fairfax County, the Commonwealth, and other regional entities work together to implement projects with the new funds to ensure the County is addressing residents' needs as quickly as possible.

Sample Project Costs

• Traffic Signal Upgrade:	$ 300,000	• Road Widening Project:	$ 135 million
• Major Interchange:	$ 160 million	• Multi-modal Transit Center:	$ 70 million
• Intersection Improvement:	$ 5 million	• Metrorail Car:	$ 2.2 million
• Roadway Extension:	$ 30 million	• Transit Bus:	$ 500,000

HB 2313 has provided significant resources to improve the County's transportation system. Efficient project implementation will be important to ensure these revenues are used wisely. In the future, additional investments will be necessary to ensure a modern, efficient, multimodal transportation system. This is essential to the Commonwealth and is intrinsically tied to continued economic success and the ability to compete in a global economy. Fairfax County, along with localities throughout the state, continues to provide millions in local funds for transportation each year, and the County and the Commonwealth must continue to work together to ensure that infrastructure needs are met.

(Note: New language added since October 21 Legislative Committee meeting is highlighted.)

Draft 2015 Fairfax County Human Services Issue Paper

This human services issue paper is a supplement to the 2015 Fairfax County Legislative Program. Fairfax County has long recognized that investments in critical human services programs can and do save public funds by minimizing the need for more costly services. This is not the time to abandon those essential investments.

Though 2009 is credited as being the end of the Great Recession, its impact has continued to take a toll on our most vulnerable residents. Many Virginians are still struggling to regain their footing and their ability to help themselves out of their present situations. The poverty rate in Virginia is currently 11.1 percent. At present, there are 64,851 people in Fairfax County living in poverty. Additionally, the number of people living in deep poverty in Fairfax County – with an income less than about $9,545 for a family of three – jumped to 31,378 in 2013. Since the start of the economic downturn, an additional 4,247 children have slipped into poverty, bringing the total number to over 19,000, or 7.3 percent, of Fairfax's children.

The recent implementation of federal sequestration, and accompanying federal funding cuts, has adversely affected an already struggling population, further threatening to unravel the social safety net through significant reductions in domestic discretionary spending. These federal actions have had an impact on Virginia's own revenue sources as actual revenues have significantly missed projections in FY 2014, leading to state budget reductions. In Virginia, the state and local partnership to fund core services has already been weakened by state budget actions over the past few years, with new cuts to be implemented in FY 2015 and FY 2016. Further stressing a weakened state/local partnership in Northern Virginia is the need for additional state funding to adequately accommodate individuals transitioning out of the Northern Virginia Training Center, in compliance with the Department of Justice (DOJ) settlement with the Commonwealth.

All of these short- and long-term uncertainties continue to threaten the safety net provided by local governments at a time when their own fiscal health has not been fully restored. A strong safety net for our most vulnerable populations remains an essential public service.

In order to achieve the stated public policy goals, state and local governments must partner to achieve the following outcomes:

- Protect the vulnerable;
- Help people and communities realize and strengthen their capacity for self-sufficiency;
- Whenever needed, help link people to health services, adequate and affordable housing and employment opportunities;
- Ensure that children thrive and youth successfully transition to adulthood;
- Ensure that people and communities are healthy through prevention and early intervention;
- Increase capacity in the community to address human service needs; and,
- Build a high-performing and diverse workforce to achieve these objectives.

It is the goal of the Fairfax County Board of Supervisors to work with the County's General Assembly delegation to achieve these objectives.

Priorities

Early Intervention Services for Infants and Toddlers with Disabilities/Part C

Support sustainable funding and infrastructure for Part C Early Intervention, which is a state/federal entitlement program that provides services for Virginia's infants and toddlers. In order to address immediate concerns, support increasing funding by $2 million GF in FY 2015 and $2.3 million GF in FY 2016 to support growth in services to children who do not qualify for Medicaid. Additionally, approximately $2 million GF is needed to increase rates and align them with actual costs (from $132 per month to $175 per month) for the Medicaid Early Intervention Targeted Case Management Program, which provides early intervention services for children eligible for Medicaid.

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Funding -- Northern Virginia Training Center (NVTC)

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disabilities. Ensuring the creation of sufficient and appropriate housing for individuals leaving the training center must be a top priority for the Commonwealth, and is essential to the implementation of this agreement.

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In addition to creating this expanded capacity, the current Medicaid ID waiver reimbursement rates will need to increase to ensure sufficient, quality services, comparable to the services currently provided by training centers. It is estimated that additional state funding of approximately $10.1 million per year will be needed to operate these services. NVTC is an intermediate care facility (ICF) which has provided cost-based reimbursement for community services. Fairfax County has long supported increasing Medicaid waiver rates for all recipients, which allow Medicaid reimbursement for services provided in the home and community for people with intellectual and developmental disabilities, among others. However, meeting the unique conditions of those transitioning from NVTC requires both increasing and restructuring some existing waiver rates, and should be an essential component of any state solution. Waiver rates are currently well below the cost of providing necessary services, and do not provide sufficient flexibility to meet the needs of the NVTC population. Support changes to waivers that would:

- Increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area;

- Increase congregate waiver rates to compensate a sustainable, well trained workforce and service support model;
- Establish higher rates to address the needs of individuals with high, complex and intense needs for support, including employment and day services;
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- Include appropriate levels of funding to create a range of community residential arrangements and infrastructure.

Successfully implementing the Department of Justice settlement is the Commonwealth's responsibility and obligation. Sufficient and timely state funding for the NVTC population is an essential component of that effort. *(Updates and reaffirms previous position.)*

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The national recession has placed additional pressures on Medicaid, resulting in more Americans being eligible for this essential program, and the Commonwealth faces a critical decision, as it considers again whether or not to pursue the Medicaid expansion included in the federal health care reform law, along with the sizable federal funding provided for those newly eligible enrollees. During the 2014 session, a compromise proposal was offered to utilize the additional federal funding that would be available under Medicaid expansion to subsidize insurance premiums for low-income Virginians purchasing private insurance. A subsequent proposal, considered during the 2014 special session, would have created a framework for the use of the additional federal dollars to assist low-income Virginians with the employee's share of employer-sponsored insurance, or to subsidize premiums for the plans included in the federally-managed health insurance exchanges. The failure of both proposals leaves the question of Medicaid expansion in doubt in Virginia; however, it is important to note that expansion would provide coverage to as many as 248,000 Virginians, including 27,000 individuals in Fairfax County. Newly eligible individuals would include low-income adults (individuals earning less than $16,104 per year or families earning less than $32,913 per year), low-income children who

lose Medicaid when they turn 19, and adults with disabilities not eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).

It is clear at this time that the cost to the Commonwealth will be minimal in the first few years, while the savings in indigent and uncompensated care could be significant. Additionally, increasing less expensive preventative care and reducing more expensive emergency care could improve the overall health of residents of the Commonwealth, while slowing the growth in insurance premiums and reducing the "hidden tax" currently borne by all Virginians. As a result, Fairfax County supports increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned in the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Oppose actions that shift Medicaid costs to localities, such as through Medicaid service funding reductions, changes to eligibility that shrink access, or other rule changes that erode the social safety net.

Irrespective of Virginia's decision on the Medicaid expansion, or of any other federal funding cuts or reductions in federal requirements which may be considered by Congress, it is essential that the Commonwealth avoid taking actions that effectively shift costs to localities. Due to the increasingly critical shortage of private providers, poor reimbursement rates, and other factors that play a role in an overall increase in Medicaid program costs, ensuring success with any cost containment strategies will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. In particular, information technology initiatives to improve program administration should be coordinated with local program administrators. Fairfax County supports cost containment measures that utilize innovation, increase efficiency and targeted service delivery, and use of technology to reduce Medicaid fraud, in order to ensure the best allocation of resources without reducing services or access to care. Decisions made regarding other aspects of the Affordable Care Act should be carefully considered to avoid unintentionally increasing the number of uninsured Virginians by limiting the types of acceptable private plans, potentially increasing pressure on the social safety net. *(Revises and reaffirms previous position.)*

Position Statements

State Resource Investments for Keeping People in Their Communities

Human services programs serve a wide range of people, including low income individuals and families; children at risk for poor physical and mental health, and educational outcomes; older adults, persons with physical and intellectual disabilities; and, those experiencing mental health and substance use issues. These individuals want the same opportunities every Virginian wants – not just to survive, but to thrive, by receiving the services they need while remaining in their homes and communities, allowing continued connections to family, friends, and their community resources. In recent years, changes in philosophy have led public policy to embrace this direction, as a more cost-effective, beneficial approach – allowing those with special needs to lead productive lives in their own communities, through care and support that is much less expensive than institutional care.

Meeting these needs requires a strong partnership between the Commonwealth and local government. This is particularly true in the area of funding, which is necessary to create and maintain these home and community-based services, and must be seen as an investment in the long-term success of the Commonwealth. Unfortunately, it has increasingly become the practice of the Commonwealth to significantly underfund core human services or neglect newer best practice approaches, leaving localities to fill gaps in the necessary services through local revenues in order to meet these critical needs. Fairfax County understands the fiscal challenges the Commonwealth has faced; however, while state revenues are recovering, local revenues are not bouncing back as quickly.

The process of fundamentally reorganizing and restructuring programs and outdated service delivery systems for vulnerable populations in order to more successfully achieve positive outcomes requires an adequate state investment, which will ultimately pay dividends for years to come.

Medicaid Waivers

Support funding and expansion for Virginia's Medicaid waivers that provide critical home and community-based services for qualified individuals.

Medicaid funds both physical and mental health services for people in particular categories (low-income children and parents, pregnant women, older adults, and persons with disabilities). It is financed by the federal and state governments and administered by the states. Federal funding is provided based on a state's per capita income – the federal match rate for Virginia is 50 percent. Because each dollar Virginia puts into the Medicaid program draws down a federal dollar, what Medicaid will pay for is a significant factor in guiding the direction of state human services spending. However, states set their own income and asset eligibility criteria within federal guidelines; Virginia's requirements are so strict though it is ranked 8th in per capita personal

income, it is 49th in Medicaid spending for persons with intellectual and developmental disabilities.

For the most part, each state also has the discretion and flexibility to design its own Medicaid service program and can choose from a menu of optional services and waiver services in the state plan. Virginia offers fewer optional Medicaid services than many other states (in addition to federally mandated services), though Medicaid recipients in Virginia may also receive coverage through home and community-based "waiver" programs, which allow states to "waive" the requirement that an individual must live in an institution to receive Medicaid funding. Waivers result in less expensive, more beneficial care than care provided in institutional settings. Waiver services are especially important for low-income families, older adults, people with disabilities and seriously ill individuals in Virginia, where Medicaid eligibility is highly restrictive. The average cost of institutionalizing a person at a state training center is approximately $263,530 per year ($314,772 at the Northern Virginia Training Center). By contrast, the cost of providing services for a person in the community through the use of a waiver is approximately $140,611 on average.[1] Virginia can serve two people in the community for each person in a training center.

The number and type of waivers is set by the General Assembly, and the extensive waiting lists for some demonstrate the significant barriers that exist in the Commonwealth (current Virginia waivers include Alzheimer's Assisted Living, Day Support for Persons with Intellectual Disabilities, Elderly or Disabled with Consumer-Direction, Intellectual Disabilities, Technology Assisted and Individual and Family Developmental Disabilities Support).

Fairfax County supports the following adjustments in Medicaid waivers:

- **Support automatic rate increases and an increase in the Northern Virginia differential.** While nursing homes receive annual cost of living adjustments, this rate adjustment is not available to providers of Medicaid waiver services. Virginia ranks 47th among the states in the provision of home and community-based services. To reduce reliance on institutions such as nursing homes and state training centers, increase the source of less costly community-based services, and ensure the availability and quality of Medicaid providers for personal care and other Medicaid community based services, a fundamental rebalancing of reimbursements within Virginia's Medicaid program is necessary. At a minimum, this includes restoring reductions to Virginia's Medicaid waiver services from the 2010-2012 biennial budget; rates should equal at least 90 percent of cost. Additionally, increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area.
- **Create new consolidated waiver.** Merge the Intellectual Disability (MR/ID) Waiver with the Individual and Family Developmental Disabilities (DD) Waivers, as proposed in the 2013 Department of Behavioral Health and Disability Services (DBHDS) request for proposals. Expand covered services to include a range of residential options, while implementing a system of individual budgeting to allow greater flexibility in access to services, including behavioral and medical supports. Assign new consolidated waiver slots based upon urgency of need, while making some accommodations for individuals already on the DD waiver waiting list. Revise and expand the eligibility criteria for the

[1] Updated cost figures from Virginia Department of Behavioral Health and Developmental Services.

new waiver to include individuals whose needs are related to communication/social skills, brain injuries, and individuals who are blind and/or deaf. As the Department of Behavioral Health and Developmental Services (DBHDS) and the Department of Medical Assistance Services (DMAS) work with a stakeholder group to ensure development of a person-centered waiver system with sufficient funding for services, it is critical that consolidation enhance – not reduce – the breadth of services provided under the new waiver. Thorough and detailed analysis is needed prior to consideration of such changes, so that any potential impacts to those affected are clearly understood and mitigated. Any consolidation must include funding that allows an appropriate level of services to continue for individuals who are presently receiving those services in the community. Additionally, utilization of a new waiver model must ensure that the management structure and reimbursement rates account for service model and regional cost differences unique to the Northern Virginia area. *(Revises and reaffirms previous position.)*

- **Support increased waiver funding.** Funding is needed to serve the more than 8,500[2] people statewide who are eligible but waiting for ID or DD waiver services. In Fairfax County (as of July 2014), over 1,000 people with intellectual disabilities are on the wait list for services; of those, more than 700 are considered to have "urgent" needs, one crisis away from requiring emergency services and potential institutionalization. More than 800 of those needing ID services qualify for waivers. Increased funding would allow individuals to receive services in the community rather than in a nursing facility or institution, would assist in the requirements and spirit of the DOJ settlement with the Commonwealth, and would bring Virginia into compliance with the Olmstead Decision. *(Updates and reaffirms previous position.)*
- **Support funding for an expansion of services.** Additional medical and behavioral services are needed under Virginia's existing Medicaid waivers, for individuals whose needs extend beyond the standard benefits available. Waiver enhancements such as increased medical and behavioral support components, higher rates for these and other waiver services, and higher Northern Virginia differentials are needed to enhance success in community-based services for individuals transitioning out of training centers under the DOJ settlement with the Commonwealth as well as for people currently on waiting lists.
- **Support Expansion of Home and Community-Based Services.** New federal initiatives such as the Community First Choice option allow for states to streamline and improve their Medicaid plans to expand home and community-based services at a higher federal reimbursement rate. At a time when Virginia is planning to move residents from state training centers into the community, the Commonwealth should incorporate Community First Choice into its 2014 Medicaid state plan and seek other opportunities to serve older adults and people with disabilities in their homes and communities.
- **Restore and Preserve the Elderly and Disabled with Consumer Direction (EDCD) Waiver, and Eliminate the 56 Hour Cap**: The EDCD Medicaid waiver is the only option for thousands of Virginians to stay in their own homes and avoid unnecessary placement in a nursing facility. After significant state funding reductions in recent years, several areas of the EDCD waiver must be preserved and restored in order to fully benefit

[2] Updated cost figures from Virginia Department of Behavioral Health and Developmental Services.

Fairfax County's most vulnerable older adults and adults with disabilities, including: keeping the Long Term Care Medicaid eligibility threshold at 300 percent of SSI; restoring recent reductions to home and community-based Medicaid providers; allowing for flexibility in Medicaid's administrative requirements to maximize options for consumer-directed care; and, restoring respite care service hours to a maximum of 720 hours a year. Additionally, the EDCD waiver has a maximum of 56 personal care hours per week, which is insufficient to provide the support and services needed to allow recipients to remain in the community, and should be eliminated. *(New position.)*

- **Support consumer empowerment**. Services to help consumers enhance life skills, achieve greater independence, and offer the option of consumer directions and choice should be a priority.

Children and Families

Comprehensive Services Act (CSA)

Support continued state responsibility for funding mandated CSA foster care and special education services on a sum-sufficient basis, and support continuation of the current CSA local match rate structure, which incentivizes serving children in the least restrictive community- and family-based settings. Also, support the current structure which requires that service decisions are made at the local level and are provided based on the needs of the child, and oppose any changes to the current CSA program that would shift costs to local governments or disrupt the responsibilities and authorities as assigned by the Comprehensive Services Act including CSA funding for youth 18-21 who entered foster care prior to their 18th birthday.

The Comprehensive Services Act is a 1993 Virginia law that provided for the pooling of eight funding streams used to plan and provide services to children who have serious emotional or behavioral problems; who may need residential care or services beyond the scope of standard agency services; who need special education through a private school program; or who receive foster care services. It is a state-local partnership which requires an aggregate local match of approximately 46%. The purpose of CSA is to provide high-quality, child-centered, family focused, cost effective, community-based services to high-risk youth and their families. Children receiving certain special education and foster care services are the only groups considered mandated for service. Because there is "sum sufficient" language attached to these two categories of service, this means that for these youth, whatever the cost, funding must be provided by state and local government. Fairfax County strongly opposes any efforts to cap state funding or eliminate the sum sufficient requirement, as the Commonwealth must not renege on its funding commitment to CSA.

In recent years, the state changed the local match rate structure, in order to incentivize the provision of community-based services, which are less expensive and more beneficial to the children and families participating in CSA. Since that time, overall costs for CSA have declined, illustrating the success that the state can achieve by working cooperatively with local governments. It is essential that this state and local partnership be maintained – changes to CSA law, policy or implementation guidelines should focus on solutions that acknowledge the critical

roles played by both levels of government, but should not favor one side of the partnership over the other. *(Reaffirms previous position.)*

Child Day Care Services

Support state child care funding for economically disadvantaged families not participating in TANF/VIEW, known as "Fee System Child Care," and support an increase in child care service rates. Also, support continuation of Fairfax County's waiver to use a local sliding fee scale for child care payments, rather than a statewide fee scale.

Particularly during periods of economic downturn, a secure source of General Fund dollars is needed statewide to defray the cost of child care, protecting state and local investments in helping families move off of welfare and into long-term financial stability.

Research clearly indicates that the employment and financial independence of parents is jeopardized when affordable child care is outside of their reach. Parents may be forced to abandon stable employment to care for their children or they may begin or return to dependence on welfare programs. In order to maintain their employment, some parents may choose to place their children in unregulated, and therefore potentially unsafe, child care settings. Without subsidies to meet market prices, low-income working families may not access the quality child care and early childhood education that helps young children enter kindergarten prepared to succeed. In the Fairfax community, where the median annual income of families receiving fee-system child care subsidies is just under $25,000, the cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year. Many of these families are truly "the working poor" who require some assistance with child care costs in order to help them achieve self-sufficiency.

Additionally, for over 15 years, Fairfax County has had a waiver from the Virginia Department of Social Services (VDSS) to use a local sliding fee scale, rather than the state fee scale, to determine parent co-payments for child care. This local fee scale has been incorporated into the state's Child Care and Development Fund plan (CCDF), which is submitted to the federal government every two years. The Fairfax County fee scale has worked well for local families, as it takes into consideration economic challenges specific to living in this high cost area. A recent state decision to disallow the use of local fee scales in favor of a statewide fee scale will result in Fairfax County families paying from 5 percent to 10 percent of their gross income for care, rather than the 2.5 percent to 10 percent they are currently paying – a significant increase, particularly for those at the lowest income levels. VDSS has indicated that the reason for denial of this waiver is a preference for a uniform, statewide fee scale. However, while a strong state and local partnership is essential to the delivery of many services, local governments must be provided the flexibility to serve the needs of residents, which can vary greatly from one part of the Commonwealth to another. The current waiver system has been very successful for many years in Fairfax County, and "uniformity" is not a compelling reason for reducing the County's local authority to respond to the needs of working families. *(Reaffirms previous position.)*

Early Childhood Education

Support increased state resources for early childhood education programs, which help young children enter kindergarten prepared to succeed.

Research has increasingly shown the importance of high quality early childhood education programs to children's cognitive and social emotional development and their school success. Such programs have become economic development issues, as business organizations like the U.S. Chamber of Commerce have cited potentially positive impacts on national economic security, linking early childhood education and the creation of a highly skilled workforce. While failure to adequately meet the needs of the youngest Virginians can create repercussions for individual families, the larger community and the Commonwealth, it is clear that investments in early childhood education can provide a foundation for learning and achievement, often reducing or eliminating the need for more costly remediation later. *(Reaffirms previous position.)*

Foster Care/Kinship Care

Support legislation and resources to encourage the increased use of kinship care, keeping children with their families, including the development of a legal framework, such as guardianship, to allow kinship caregivers to make decisions for children in their care. Also support legislation that would allow youth in Foster Care to be adopted between the ages of 18-20 and extend the availability of subsidy for this population.

In 2008, Virginia embarked on a Children's Services Transformation effort, to identify and develop ways to find and strengthen permanent families for older children in foster care, and for those who might be at risk of entering foster care. The Transformation, founded on the belief that everyone deserves and needs permanent family connections to be successful, is leading to significant revisions in Virginia's services for children. Through kinship care (when a child lives with a relative), children remain connected to family and loved ones, providing better outcomes.

These kinship care arrangements are typically informal, with no legal agreements in place between the parents and the kin caregiver. In many cases, legal custody is not an option for kinship providers, due to the unwillingness of the relative to go through a proceeding with the biological parent(s) that may be viewed as adversarial, or the financial hardships associated with hiring legal counsel. Guardianship, which is a formal legal process allowing courts to grant legal authority to kinship caregivers to act on behalf of a child, is an alternative allowed in many states. The legal authority granted through guardianship would provide kinship caregivers the ability to make medical or educational decisions for the children in their care, authority they do not have under current, informal kinship care arrangements. *(Reaffirms previous position.)*

Support legislation that would allow youth in Foster Care to be adopted between the ages of 18-20 and extend the availability of subsidy for this population.

Once a youth turns 18, he or she can continue to receive services through foster care, but he or she is no longer eligible for an adoption subsidy. This lack of financial support may impact families' ability to adopt older youth. By extending the adoption subsidy to age 21, more Virginia youth may have the opportunity to find permanent homes. *(Reaffirms previous position.)*

Juvenile Justice

The Commonwealth should provide adequate funding through the Virginia Juvenile Community Crime Control Act (VJCCCA).

The Virginia Juvenile Community Crime Control Act (VJCCCA) was established in 1995 by the General Assembly, and restructured funding for local juvenile justice programming. State funds were appropriated to assist localities in providing cost-effective services to meet the needs of juveniles involved in the juvenile justice system, through programs designed to:

- Prevent juvenile offenders from further penetrating the justice system;
- Maintain youth in community-based programs, rather than in state corrections centers;
- Facilitate re-entry and prevent recidivism; and,
- Help troubled youth return to a more productive life and better future.

In the last ten years, funding for these programs has been reduced by over 67 percent. These cuts have created significant impacts in Fairfax County, and have required the termination of important programs. *(Reaffirms previous position; moved from Legislative Program.)*

Youth Safety

Support additional state funding for programming to prevent and reduce risk factors that lead to youth violence, alcohol/drug use, mental health problems and other poor outcomes, while increasing protective factors including mental wellness and healthy coping strategies.

Research has identified a set of risk factors that predict an increased likelihood of drug use, delinquency, mental health problems, and violent behavior among youth. These factors include: experiencing trauma and early aggressive behavior; lack of nurturing by caregivers; availability of alcohol and other drugs; and, even a lack of problem-solving skills. Conversely, research has also identified protective factors, such as developed social skills, strong parenting and positive involvement from caring adults, and involvement in community activities that can influence and mitigate risk factors. Funding is needed to implement evidence-based, effective strategies to prevent and reduce risk factors that lead to youth violence, alcohol/drug use, mental health problems, and other poor outcomes.

The urgency of this funding need is reflected in results from the Virginia 2013 Youth Survey, which provides some troubling information. In a statistically reliable sample of high school students across the Commonwealth, 21.9 percent reported being bullied on school property; 6.1 percent have been threatened or injured with a weapon on school property; 5.4 percent have missed one or more of the past 30 days of school because they felt unsafe at school or traveling to or from school; 25.7 percent reported feeling sad or hopeless daily for two or more weeks to the extent that they could not engage in their typical daily activities; and 14.7 percent reported seriously considering suicide. Targeting funding towards programs that improve the health, well-being and safety of young people throughout the state, while seeking to reduce dangerous and risky behaviors, is essential to all Virginians.

In Fairfax County, an annual youth survey found that youth in 10th and 12th grades are at significant higher risk for depression and suicide ideation than their peers statewide. In addition, approximately one out of six 8th, 10th and 12th graders reported being attacked by someone in the

past year, and over half reported being a victim of bullying. *(Revises and reaffirms previous position.)*

Older Adults and Adults with Disabilities

Support for Older Adults and Adults with Disabilities to Stay in Their Own Homes
Support funding for nutrition, transportation, in-home, chore and companion services that help people live in their homes.

Services provided to keep older adults and adults with disabilities in their own homes, such as personal assistance, home-delivered meals, transportation, service coordination, and adult day/respite supports – provided by the Commonwealth's twenty-five Area Agencies on Aging (AAAs) save Virginia taxpayers money while helping older Virginians function independently, keeping them in the least restrictive setting of their choice, building on family support, decreasing the risk of inappropriate institutionalization, and improving life satisfaction. In addition, chore and companion services are funded locally and by the Virginia Department for Social Services and assist eligible older adults and adults with disabilities with activities of daily living (bath and housekeeping).

During our current economic recession, it is especially important that the Commonwealth spend its long-term care dollars wisely by investing in its home and community-based services for older adults and adults with disabilities. *(Updates and reaffirms previous position.)*

People with Disabilities
Support maintenance and expansion of services that promote the independence, self-sufficiency, and community integration of youth and adults with disabilities through direct state General Fund monies on an annual basis.

Virginia's highly restrictive Medicaid eligibility requirements preclude many low-income Virginians with disabilities from receiving much-needed services. Funds would be used to provide independent living and other services and supports that preserve existing, community living situations and keep families together; prevent unnecessary and more costly institutional placement; promote pursuit of training and employment options; and, improve an individual's quality of life and ability to contribute to society.

In addition, support additional state funding to eliminate or reduce waiting lists for personal assistance services provided through the Department of Aging and Rehabilitative Services. This program provides assistance for people with physical disabilities who are employed and do not qualify for many home-based services provided through Medicaid. These individuals may need an attendant in the morning and evening, but not during the day at work. Investments in this program help allow individuals with disabilities to continue working, an important part of maintaining their independence. *(Reaffirms previous position.)*

Disability Services Board (DSB)

Support reinstatement of state funding sufficient to enable every locality, either singly or regionally, to have a Disability Services Board (DSB), so that the key provisions of §51.5-48 can be implemented.

DSBs enable localities to assess local service needs and advise state and local agencies of their findings; serve as a catalyst for the development of public and private funding sources; and, exchange information with other local boards regarding services to persons with physical and sensory disabilities and best practices in the delivery of those services. Without such a network of local representatives with expertise in these issues, the opportunity for valuable statewide collaboration will be lost. *(Reaffirms previous position.)*

Accessibility

Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility to public places and to housing.

According to the U.S. Census Bureau's 2013 American Community Survey, approximately 74,000 Fairfax County residents have a disability, which includes people with hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulties. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Fairfax County supports access for people with disabilities and older adults in public and private facilities; in particular, the County supports increasing accessibility through incentives, voluntary standards for accessible housing and educational outreach to businesses, building officials, advocacy groups and the Commonwealth.

The lack of affordable, accessible, integrated housing is a major barrier facing older adults and people with disabilities throughout the Commonwealth. Innovative options to help ensure that older adults and people with disabilities can stay in their homes include increasing the accessible housing stock in newly constructed multi-family housing (encompassing apartment buildings, condos, and assisted living housing among others); expanding the Rental Choice Virginia demonstration grant to cover more people; raising the maximum annual allotment of the Livable Homes Tax Credit; and establishing a comparable grant to help pay for much-needed home modifications. Improved accessibility in public buildings, housing, transportation, and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(Updates and reaffirms previous position.)*

Health, Well Being, and Safety

Temporary Assistance for Needy Families (TANF)

Support an increase in the TANF reimbursement rates in Virginia, which have only been increased once since 1985.

Virginia's TANF reimbursement rates have only been raised one time in the last 25 years, which was an increase of 10 percent in 2000. Currently, a family of three receives less than $3,840 per year, only a fifth of the federal poverty level. While the TANF caseload in Virginia has been reduced by 58 percent since the start of Welfare Reform in 1995, Fairfax County's average monthly TANF caseload has increased from 1,268 in FY 2008 to 1,632 in FY 2012 (a 29 percent increase). In the future, if rates were indexed for inflation, it would prevent further erosion of recipients' ability to meet the basic needs of children in their own care or in kinship care (relative care). *(Reaffirms previous position.)*

Community Action Agencies

Support continued state funding for Community Action Agencies.

Community Action Agencies in Virginia develop a wide range of educational, employment, housing, crisis intervention, community and economic development opportunities for people with very low incomes (under 125 percent of poverty). Since 1988, Virginia has supplemented federal Community Services Block Grant (CSBG) dollars provided to localities with state funding (through a combination of state General Funds and TANF funds). This critical funding has led to economic stability for hundreds of thousands of Virginia's poorest citizens and improved their communities. However, from FY 2010 through FY 2014, the state decreased its funding for this essential program, and nearly eliminated all state funding in FY 2012. While the County received $762,019 for this program in FY 2009 (including the state contribution), in FY 2014, it received approximately $475,038, a 38 percent decrease. While the state added TANF funds in FY 2015, there is still much uncertainty about the federal CSBG dollars as funds are vulnerable to be cut in FY 2015. The state needs to ensure that these vital services to low-income residents are maintained by keeping this additional funding in the budget. *(Updates and reaffirms previous position.)*

Domestic Violence

Support additional state funding to provide counseling and other services to children who are exposed to domestic violence.

Research indicates that witnessing domestic violence can be extremely traumatic for children, potentially leading to depression, anxiety, nightmares and academic disruptions. In fact, the trauma can be very similar to when children experience abuse themselves. Unfortunately, according to the 2011 Fairfax County Youth Survey, seven percent of FCPS students (an estimated 13,000 students) indicated that they have witnessed physical violence between their parents. Additional state funding is necessary to respond to the needs of these children through services that include therapeutic and psycho-educational interventions, as well as parenting classes for both victim and offender parents. Such services are crucial to helping families rebuild their lives after violence, and are an important component in breaking the inter-generational cycle of violence in these families and in our communities. *(The Virginia State Crime Commission has convened a workgroup to examine issues related to funding for domestic violence programs, and is expected to discuss recommendations in November 2014.) (New position.)*

Mental Health

Mental Health

Support the continuation of efforts for mental health reform at the state level and support additional state funding, as part of the promised down payment of such funding to improve the responsiveness of the mental health system. Also, support state funding to create Crisis Response Treatment Programs for assessment of individuals experiencing behavioral health crises.

Significant strides in mental health reform were made by the 2014 GA, after a Virginia tragedy just prior to the session cast a bright light on weaknesses in the state's mental health system. However, it is critical that the state continue to make progress in this important area and provide sufficient resources for Fairfax County to implement recent and future reforms; specifically, adequate resources are needed to ensure that the hundreds of Fairfax County residents with serious mental illness and disabling substance dependence receive intensive community treatment following an initial hospitalization or incarceration. Housing assistance and supports that can be tailored to individual needs are critical for ensuring that such individuals can access the services they need while remaining in their communities.

Additionally, regional pilot programs to create Crisis Response Treatment Programs would provide intervention and treatment services to assess and stabilize individuals experiencing an emotional or psychiatric emergency. The benefits of such programs include reducing the number of voluntary and involuntary hospitalizations and substantially reducing or even eliminating the involvement of public safety officers in responding to a psychiatric crisis situation, while linking individuals in crisis to less restrictive, ongoing, community-based treatment options. *(Two work groups have been convened to examine additional strategies for reforming mental health services – the Governor's Task Force on Improving Mental Health Services and Crisis Response is expected to report in October 2014, and the Joint Subcommittee to Study Mental Health Services in the Commonwealth in the 21st Century is expected to report in December 2017). (Revises and reaffirms previous position.)*

Substance Use Disorder

Support increased capacity to address and prevent substance use disorder through robust community-based treatment and prevention programs.

Across Virginia, law enforcement and health care professionals identify the need to combat drug abuse as a high priority, as the statewide rate of drug-caused deaths in 2011 was higher than that of motor vehicle accidents. Nearly 400,000 Virginians engaged in non-medical use of pain relievers in 2013, primarily those aged 18-25.[1] The 2013-2014 Fairfax County Youth Behavior Survey of eighth, tenth, and twelfth graders reveals that almost 3,000 respondents have used painkillers without a doctor's note, and approximately 300 respondents have used heroin. Too often, use of prescription opioids (such as morphine and oxycodone) and heroin result in death, with 268 fatal heroin and/or prescription opioid overdoses in Fairfax County from 2007 to mid-

[1] Data from the Virginia Department of Behavioral Health and Developmental Services (DBHDS).

September 2014.[2] Tragically, lack of substance use disorder treatment services exacerbates the issue; more than 200,000 Virginians each year need substance use disorder treatment services but are not receiving them. Such individuals place a high demand on the state's already overburdened public safety and social services system, particularly local emergency rooms, psychiatric hospitals, jails and crisis care departments. Without appropriate and timely intervention and treatment, the alarming number of young adult substance users will continue to require expensive public interventions throughout their lives.

The recently created Governor's Task Force on Prescription Drug and Heroin Abuse, along with the Attorney General's Heroin and Prescription Drug Abuse Strategy, are significant steps toward developing a comprehensive statewide approach to tackling substance use disorder. At the local level, effective community-based prevention programs can reduce rates of substance use disorder and delay the age of first use. In the last two years, the Northern Virginia region has supported a successful Peer Recovery Support Services pilot program, designed and delivered by people who themselves have substance use disorders and are in recovery. Positive results have included reduced recidivism and relapse, increased self-sufficiency, and significant improvements in 12 core quality of life indicators, including a 22 percent increase in sobriety and a 20 percent improvement in employment. This successful and cost-effective program should be continued, and could be a model for statewide expansion. *(Updates and reaffirms previous position.)*

Emergency Responsiveness

Support sufficient state funding for intensive community resources, allowing individuals to transition safely and expediently from psychiatric hospitals to community care.

The 2014 GA made significant strides in responding to mental health emergencies, providing funding in FY 2015 for 11 additional psychiatric hospital beds at the Northern Virginia Mental Health Institute for individuals experiencing mental health crises. However, state funding remains insufficient for the intensive community resources that allow hospitalized individuals to transition to community care. At present, 25-33 percent of Northern Virginia's local state hospital beds are continually occupied by individuals unable to transition to community care due to lack of services. This is in spite of the fact that the cost to serve an individual in the community, even one in need of intensive services to manage serious mental illness, is a fraction (15-25 percent) of the cost of providing such services in a hospital setting. Increased investments in intensive mental health community services could have long-term financial benefits, in addition to the benefits of returning individuals to the community more quickly. *(Updates and reaffirms previous position.)*

Community-Based Services for Children and Youth

Support increased capacity for crisis response and intensive community services for children and youth.

The General Assembly and the Governor are to be commended for supporting funding for more community-based crisis response for youth and their families. To respond effectively to the need,

[2] Data distributed by the Virginia Office of the Chief Medical Examiner at the Virginia Heroin and Prescription Drug Summit.

this service model must be fully funded. Additional capacity in the Child and Family service system is necessary to address the needs of children and their families requiring intensive community services, to help maintain children safely in their own homes and reduce the need for foster care or residential treatment as the first alternative. One of the programs of concern is the Healthy Families program, which is a nationally recognized home visiting program that has produced tangible positive outcomes in the Commonwealth. Significant funding reductions in recent years have resulted in the elimination of programs in some jurisdictions and threaten the viability of remaining Healthy Families sites. The program provides home-based education and support to first-time parents who have social histories that put them at risk starting during pregnancy until the child reaches age three. *(Updates and reaffirms previous position.)*

Services for Transitional Youth

Support enhanced residential and mental/behavioral health services for transitional youth.

In Virginia, significantly more public services are available to children in need of mental and behavioral health treatment than to adults in need of similar services. As a result, once they turn eighteen, youth may no longer receive all of the assistance that was previously provided to address their needs. It is critical that the Commonwealth focus additional resources on transitional age youth (ages 16 to 24) who have received intensive mental/behavioral health services and/or been in out-of-home placements, to ensure they receive the essential services needed for a successful transition to adulthood.

Services from which transitional youth typically age out include: children's mental health services; home-based services supports; case management; supervised, supported, or group home settings; educational support; specialized vocational support, preparation, and counseling; preparation for independent living; and, social skills training. Though some private and public sector transitional support services attempt to bridge this gap, such programs are scarce and primarily geared toward higher-functioning young adults. Although the state has been successful in reducing the number of youth in out-of-home placements, many young people over 18 and their families continue to need transitional supportive housing and case management. The state should develop policies and utilize evidence-based practices that, coupled with appropriate funding, create, enhance, and sustain youth-in-transition services, including residential supports, case management, and mental health services. *(New position.)*

Psychiatric and Substance Use Disorder Services for Older Adults

Support coordinated strategies to meet the growing need for psychiatric and substance use disorder services for older adults, promoting recovery and community inclusion.

The need for psychiatric and substance use disorder services for older adults is growing, but the capacity to meet the growing need is limited. Services must be cost-efficient, accessible, and outcome driven. Strategies are needed to coordinate and combine the best of traditional approaches with emerging best practices to promote recovery and community inclusion, including:

- Recognition of the need to work holistically with the older adult population;
- Revision of policies that perpetuate service silos;
- Easier navigation of the support system for older adults and their families;

- Better education for health professionals and the community about disorders that can affect older adults and how best to help them; and
- Affordable and accessible housing and transportation resources to help the growing population of older adults with psychiatric and substance use disorder service needs to allow them to continue to live safely in the community. *(Updates and reaffirms previous position.)*

FAIRFAX COUNTY
2015 Human Services Fact Sheet

Poverty for a family of four in Fairfax County in 2014 is defined by the federal government as a family annual income of less than $23,850. The poverty rate in Fairfax County is 5.8% of the population, or 64,851 people.

In Fairfax County in 2013 *(latest data available – reported September 2014):*

- 19,704 (or 7.3%) of all children (under age 18) live in poverty;
- 6,531 (or 5.3%) of all persons over the age of 65 live in poverty;
- 10,435 (or 9.7%) of African Americans live in poverty;
- 18,878 (or 10.48%) of Hispanics live in poverty;
- 22,138 (or 3.8%) of Non-Hispanic Whites live in poverty;
- 15.8% of families headed by single-women with children under 18 live in poverty;
- 4% of married couple families with children under 18 live in poverty;
- 172,053 (or 15.4%) of County residents have incomes under 200% of poverty ($44,100 year for a family of four);
- 66% of people receiving County services for mental illness, substance use disorder or intellectual disabilities in 2010 had incomes below $10,000.

Employment

- The unemployment rate in June 2014 was 4.4% (up from 3.0% in July 2008, but down from a high of 5.6% in January of 2010). This represents approximately 27,500 unemployed residents looking for work.

Housing

- In 2013, the average monthly rent of a one-bedroom apartment was $1,408, an increase of 21% since 2007.
- In 2011, over 1,150 individuals who receive County services for mental illness, intellectual disability and/or substance use disorders needed housing but could pay no more than $205/month for rent.

Health

- An estimated 129,716 or 11.6% of County residents were without health insurance in 2010.

Ability to Speak English

- 13.5% of County residents over age 5 do not speak English proficiently. 36.4% of County residents over age 5 speak a language other than English at home.

Child Care

- The cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year. Full time care for an infant costs $14,500 to $16,000 per year. By way of comparison, tuition and fees for an average college in Virginia costs $8,800.

Food

- In 2013-2014 school year, Fairfax County Public Schools reported that 50,629 students (or 27.8 percent of enrollment) were eligible for free or reduced lunch.

Domestic Violence

- Each month in Fairfax County, domestic violence hotlines receive almost 260 calls, victims request 65 family abuse protective orders, over 160 domestic violence arrests are made, and 14 families escape to an emergency domestic violence shelter.
- The demand for emergency shelter for victims of domestic violence remains high. Due to the shortage of emergency shelter beds, 283 eligible households were turned away in FY13.
- Domestic violence is the leading cause of homicide in our county (domestic violence routinely accounts for about 50% of all homicides each year).
- In the Fairfax County Domestic Violence Fatality Review Team's analysis of 2009 and 2010 domestic violence-related homicides, children witnessed 20% of the homicides.
- Fairfax County Child Protective Services report 17% (400) of all CPS intakes involved domestic violence. Additionally, 35% (24) of children entering foster care reported witnessing domestic violence.

Caseloads Have Increased Significantly in Fairfax County:

- The overall Public Assistance caseload is up 75% from FY 2008 (51,939) to FY 2014 (90,910).
- The County's Medicaid caseload increased from 37,130 in FY 2008 to 56,213 in FY 2014 – a 51% increase.
- The County's SNAP (Food Stamp) average monthly caseload increased from 11,610 in FY 2008 to 26,080 in FY 2014 (a 125% increase).
- In FY 2014, the Community Health Care Network (CHCN) provided 50,174 visits to 14,678 unduplicated patients. During the year, 20,434 patients were enrolled. Of those patients seeking care, the average number of visits, per patient, ranged between 3.2 – 3.6, which is within the 'scope of standard care' for this population.
- With the Federal Health Insurance Marketplace reopening for open enrollment on November 15, 2014, staff is once again developing the capacity to work with eligible CHCN patients and help them enroll in health insurance available on the Marketplace as part of the Affordable Care Act. It is estimated that nearly 1,000 patients currently receiving care through the CHCN will be eligible for health insurance through the Marketplace. Once these patients acquire health insurance, they can be transitioned to other community providers, freeing capacity to serve additional patients in the CHCN.
- Between FY 2011 and FY 2014, the County's Infant and Toddler Connection (ITC) early intervention services for children with developmental delays experienced a 16% increase in demand from an average of 1,002 children served per month to an average of 1,163 children per month.

Board Agenda Item
November 18, 2014

3:00 p.m.

Public Hearing on RZ 2014-PR-006 (Trustees of First Baptist Church of Merrifield) to Rezone From R-3 and HC to C-3 and HC, to Permit an Expansion of an Existing Place of Worship (Church), Nursery School, and Childcare, with an Overall Floor Area Ratio of 0.44, Located on Approximately 1.69 Acres of Land (Providence District)

This property is located on the South side of Porter Road, approximately 200 ft. E. of its intersection with Gallows Rd. Tax Map 49-4 ((1)) 36, 37 and 37A; 49-4 ((3)) 8, 8A and 9.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 30, 2014, the Planning Commission voted 10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-PR-006, subject to the execution of proffers consistent with those dated September 12, 2014;
- Modification of the peripheral lot landscaping requirements in favor of the landscaping and streetscapes shown on the GDP;
- Modification of the front yard setbacks in favor of the setbacks shown on the GDP and as specified in Section 2-418 of the Zoning Ordinance; and
- Direct the Director of DPWES to permit approval of a deviation from the tree preservation target percentage in favor of the proposed landscaping shown on the GDP and as proffered.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4466495.PDF

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

RZ 2014-PR-006 – TRUSTEES OF FIRST BAPTIST CHURCH OF MERRIFIELD

After Close of the Public Hearing

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

Commissioner Hart: Thank you, Mr. Chairman. I'm happy to pinch hit tonight for Commissioner Lawrence. Let me first thank Billy O'Donnell for his help on this case. Let me also thank all the folks that came out for showing their support and, more importantly, for not speaking.

Chairman Murphy: I can give him a big "Amen" on that one. I'll tell you that.

Commissioner Hart: This is a very straightforward case; an expansion of an existing church that has been in the Merrifield area longer than any of us. It meets all the requirements. It has a very substantial proffer package, has staff's favorable recommendation with which I concur and Commissioner Lawrence concurs as well. I will therefore, Mr. Chairman, have three motions. First, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2014-PR-006, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED SEPTEMBER 12, 2014.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-PR-006, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Hart.

Commissioner Hart: Second, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING MODIFICATIONS: A MODIFICATION OF THE PERIPHERAL LOT LANDSCAPING REQUIREMENTS IN FAVOR OF THE LANDSCAPING AND STREETSCAPES SHOWN ON THE GDP AND A MODIFICATION OF THE FRONT YARD SETBACKS IN FAVOR OF THE SETBACKS SHOWN ON THE GDP AND AS SPECIFIED IN SECTION 2-418 OF THE ZONING ORDINANCE.

Commissioner Hall: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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

Commissioner Hall: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-0. Commissioners Flanagan and Lawrence were absent from the meeting.)

JN

Board Agenda Item
November 18, 2014

3:00 p.m.

Public Hearing on RZ 2014-MA-003 (Markham Place LLC) to Rezone From PDC,CRD, HC and SC to PRM, CRD, HC, and SC to Permit Mixed Use Development, Waivers and Modifications in a CRD With an Overall Floor Area Ratio of 2.42, and a Waiver #4604-WPFM-002-1 to Allow Underground Storm Water Detention Facility in Residential Development, Located on Approximately 3.44 Acres of Land (Mason District)

This property is located on the east side of Markham Street, approximately 263 feet north of its intersection with Little River Turnpike. Tax Map 71-1 ((20)) 2.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 30, 2014, the Planning Commission voted 10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approve RZ 2014-MA-003, subject to the execution of proffers consistent with those dated October 10, 2014;

- Modification of Section 2-506, Paragraph 2, to allow an architectural projection to exceed maximum height limits, as depicted on the CDP/FDP;

- Modification of the minimum loading space requirements to allow two indoor loading docks in place of the five spaces required;

- Modification of Section 17-201, Paragraph 4, to accept the proposed roadway dedications and improvements, as shown on the CDP/FDP, as satisfying all immediate roadway dedication and construction requirements at site plan stage;

- Approve waiver of Section 17-201, Paragraph 3a service drive requirement along Little River Turnpike;

- Modification of Section 17-201, Paragraph 7, to not require installation of “no parking” signs in the area designated as interim street parking on the CDP/FDP;

- Approve waiver #4606-WPFM-002-1 of Section 6-303.8 of the Public Facilities Manual (PFM) to allow an on-site, underground stormwater detention facility in a residential development, subject to the conditions contained in Appendix 16, dated April 8, 2014;

- Modify Section 11-102, Paragraph 12 and direct the Director of DPWES to modify PFM Section 7-0802, Paragraph 2, to allow for the projection, of no more than four percent of the stall area, of structural columns into parking stalls in the parking structure, and to allow those parking spaces to count towards the number of parking spaces required;

- Direct the Director of DPWES to modify PFM Section 7-0405, Paragraph 6, to allow a minimum distance of less than 25 feet between entrances, as indicated on the CDP/FDP;

- Direct the Director of DPWES to modify Tree Preservation Target, per PFM Section 12-0508, Paragraph 3a(3), in lieu of proposed vegetation shown on the CDP/FDP; and

- Direct the Director of DPWES to modify PFM Section 12-0601.1B to permit the reduction of the minimum planter opening area for trees used to satisfy the tree cover requirement, in favor of that shown on the CDP/FDP and/or as proffered.

In a related action, the Planning Commission voted10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to approve FDP 2014-MA-003, conditioned upon the Board of Supervisors' approval of the RZ 2014-MA-003.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467423.PDF

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

RZ/FDP 2014-MA-003 – MARKHAM PLACE, LLC

After Close of the Public Hearing

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

Commissioner Hall: Thank you, Mr. Chairman. This has been a long time coming. I know that the people in the Annandale revitalization group has been working diligently and I know they would love all come sing their praises, but as I explained to them, I really want to get home before the sun rises and they've agreed to just let me move on the motion. So I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE REZONING 2014-MA-003, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 10, 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 RZ 2014-MA-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE REQUESTED WAIVERS AND MODIFICATIONS ASSOCIATED WITH THE REZONING 2014-MA-003, DATED OCTOBER 30TH, 2014, WHICH WERE DISTRIBUTED TO YOU TODAY AND SHALL BE INCLUDED IN THE RECORD OF THIS CASE.

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: And finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF the final development plan 2014-MA-

Chairman Murphy: – approve final development –

Commissioner Hall: – approve – APPROVE THE FINAL DEVELOPMENT PLAN 2014-MA-003, CONDITIONED UPON THE BOARD OF SUPERVISORS' APPROVAL OF THE REZONING 2014-MA-003.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of that motion? All those –

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Hart: – and the development conditions for the FDP.

Chairman Murphy: Right.

Commissioner Hall: – and the development conditions for the FDP.

Chairman Murphy: All those in favor of the motion to approve FDP 2014-MA-003 –

William O'Donnell, Zoning Administration, Department of Planning and Zoning: Commissioner Murphy, before you go onto that supplemental, there aren't any conditions for the FDP. It's purely conditioned on the fact that the rezoning would be approved.

Chairman Murphy: Okay, all those in –

Commissioner Hall: Are you okay, now?

Chairman Murphy: All those in favor of the motion to approve FDP 2014-MA-003, subject to the Board's approval of the rezoning and the Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-0. Commissioners Flanagan and Lawrence were absent from the meeting.)

JN

Board Agenda Item REVISED
November 18, 2014

3:00 p.m.

Public Hearing on RZ 2014-BR-007 (NVR, Inc.) to Rezone From R-1 to PDH-3 to Permit Residential Development with an Overall Density of 2.88 du/Acres, Located on Approximately 13.88 Acres of Land (Braddock District)

This property is located in the south east quadrant of the intersection of Lee Highway and Forest Hill Drive. Tax Map 56-2 ((4)) 1; 56-2 ((1)) 54, 55, 57, 58 and 59.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-BR-007, subject to Option A, as depicted on Sheet 5 of the CDP/FDP and including a full public road connection and execution of proffers consistent with those dated November 13, 2014;

- Approval of a waiver of the 600 feet maximum length requirement for a private street per Paragraph 2 of Section 11-302 of the Zoning Ordinance;

- Approval of a waiver of the service drive requirement along Route 29; and

- Direct the Director of the Department of Public Works and Environmental Services to approve a deviation from the tree preservation target required per Section 12-0508 of the Public Facilities Manual, in accordance with deviation request letter.

In a related action the Commission voted voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to approve FDP 2014-BR-007, subject to Option A, as depicted on Sheet 5 of the CDP/FDP and including a full public road connection and subject to the Development Conditions dated November 13, 2014, and further conditioned upon the Board of Supervisors approval of RZ 2014-BR-007.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468139.PDF

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

RZ/FDP 2014-BR-007 – NVR, INC.

Decision Only during Commission Matters
(Public Hearing held on 11/06/14)

Commissioner Hurley: Thank You, Mr. Chairman. This is regarding the case that was deferred a week ago; RZ/FDP 2014-BR-017 [*sic*], which is NVR, Inc. Most elements of this application have received overwhelming, though not unanimous, approval from the staff, the community, and the Braddock Land Use Committee. The general layout, the number of houses, the plans for open space, tree preservation, and stormwater management have all received few, if any, adverse comments. Retaining walls were added to the plans during the last week, but they should have no adverse impact. They will not even be visible outside the development. There are three outstanding manners – matters, but I believe the Planning Commission should vote on this application this evening so that it can move forward to the Board of Supervisors. The first outstanding matter is how much stormwater detention ponds can be enhanced yet still be accepted by the County for public maintenance. This judgment call affects the amount of HOA escrow funds that might be proffered. This question has a larger implication beyond this particular development because the issue will affect future developments that also will have some sort of stormwater detention pond. I urge staff to create some sort of PFM guidelines on this matter. The second matter is reimbursement of design fees to relocate the traffic signal at Forest Hill and Lee Highway. As shown in Proffer 16 and, at the request of the community, the applicant has proffered to add a right turn lane from Forest Hill to Lee Highway. This additional lane does not appear to be warranted merely by the addition of these forty houses, especially if the development connects to Delsignore Road and thence to Shirley Gate Road. Therefore this lane is a public benefit. The traffic signal at Forest Hill and Lee Highway – – the pole is being moved anyway because of the current widening of Lee Highway. As shown in the third bullet of Appendix 10, FCDOT is seeking $13,875 from the applicant as reimbursement for design and coordination fees to relocate the traffic signal mast arm light pole to accommodate the proffered right turn lane. At this point staff has not determined the design fees if the design fees are a public benefit. And staff is working with the County Attorney to resolve this issue. The third outstanding matter, and the most contentious issue in this rezoning application, is whether the new subdivision road should be connected through the existing cul-de-sac, that has been in existence in the southeast corner of the property for decades, and thereby create connectivity from Forest Hill Drive through to Shirley Gate Road. Although some neighbors believe the impact of the future connection should be studied in more detail, VDOT does not require a traffic study for such a relatively small increase in overall traffic on adjacent roads. With Option A of this application, a full public road connection would be built and open to public use after the new roads are accepted by VDOT or in about two to three years. Back in 1979 this body, the Planning Commission, recommended approval of the development to the east, now called Deerfield Forest, with the understanding that when the acreage that is part of the current rezoning was eventually developed, connectivity would then be established. In contrast, under Option B no allowance would be made for the connection ever to be built. Connection C [*sic*]is a hybrid, with the necessary roads built in the new development, but no completed connection until some future

about a hundred additional vehicle trips per day would be added to Delsignore with a date. If 20 percent of the traffic from the new development were to use the proposed connection, corresponding 100 fewer trips on Forest Hill, which currently carries about 500 cars a day. These numbers are miniscule compared to the 21,000 vehicles a day that Shirley Gate was already carrying, according to a VDOT report from 2012. We have heard and read and carefully considered the concerns of the neighbors who would be most affected by such a connection. Several speakers expressed concern that if these streets were to be connected then vehicles from not only these 40 new houses would use the connection but also the immediate neighbors, both to the east and west, who would use the new connection to get into and out of their neighborhoods. It is noted that some of the speakers who spoke in opposition to a connection also stated that if it were available, they would use it. A greater connection to the neighborhood is that other Lee Highway traffic and particularly traffic using Shirley would use the new connection to bypass heavy traffic jams. Some speakers requested some sort of traffic calming devices, perhaps even new stoplights at the intersection at Nancyann and Shirley Gate Road. Developers are not permitted on their own initiative to install speed bumps or stop signs or traffic signals on public roads. Those are all part of a formal process in which the county partners with VDOT, which also requires the community petition for such measures after certain minimum thresholds are achieved. However, developers are permitted to install stop signs on private roads and this applicant is offering to do so at the proposed "T" intersection at the tot lot. In addition, HOAs may limit parking on their private roads to HOA members and their guests, which will ease proposed – potential parking problems for the new residents in this development. My fellow commissioners who use Lee Highway are aware of the widening project currently under construction. When complete, eastbound 29 will gain not only an additional through lane but also a dedicated right-turn lane. These two additional traffic lanes should greatly approve – improve traffic flow and alleviate the desire to seek a bypass through neighborhood streets. As for traffic in the opposite direction – northbound Shirley Gate traffic seeking to make a left turn onto westbound Lee Highway – I am very familiar with the current pattern. This is how I got to this meeting this evening. Previous traffic studies are not clear regarding possible impacts from all these combinations and permutations and to add to the complications of predicting future traffic volumes. The County has funded and is about to begin a feasibility study regarding a potential connection from the Fairfax County Parkway to Shirley Gate at its intersection with Braddock Road. An additional, longer-term project is a potential grade-separated interchange at the intersection of Shirley Gate, Waples Mill, and Lee Highway. While the combined impact of all these projects is unknown, what is known is that Lee Highway is the site of all too many accidents. Last night, at about 6:40, was the third time in about as many months that my own trip was delayed by such an accident. Dozens of cars heading north on Shirley Gate Road chose to make U-turns back to Braddock Road to escape the jam. On such occasions the traffic through a new connection would become very heavy indeed; yet, an emergency bypass would be of great value to the entire central Fairfax community and that's something we have to consider also – is the entire community. Even with the current Lee Highway widening, the proposed connection from Shirley Gate to the Parkway, and the more distant grade separation at the intersection of Shirley Gate and Lee Highway, we - the county - need more connectivity. With this application, we have a developer who is proffering to build a connection that the county planned 35 years ago. Traffic is much heavier now. Option C, to build the future connecting roads, yet block the

connection until needed, is not feasible in part because any developer-proffered funds to connect the roads later cannot be held in escrow for longer than seven years. In any case, it would be poor planning to build a connection but not use it until after nearby roads approach gridlock. As it is, Option A, to build through this new subdivision a full public road connection to be open for public use after the issuance of the last occupancy permit, would still not be implemented until two to three years from now. This developer has made significant modifications to this application in response to suggestions and concerns raised by the staff, by the community, and by the Braddock Land Use Committee. Therefore, Mr. Chairman,

I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE CDP/FDP, INCLUDING A FULL PUBLIC ROAD CONNECTION AND EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED 13 NOVEMBER, 2014.

Commissioners Hall, Hedetniemi, and Migliaccio: Second.

Chairman Murphy: Seconded by Ms. Hall and Mr. Migliaccio. Is there a discussion – and Ms. Hurley [*sic*].

Commissioner Hart: Mr. Chairman?

Chairman Murphy: – and Mrs. Hedetniemi. Yes, Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I was not here the night of the public hearing, but I did watch the video afterwards and I do intend to participate in the decision. I was going to make one observation. It was interesting watching the public hearing, rather than sitting in the room and hearing it. I think if we had a chance to do over some of the decisions that – that the county has made over the last 40 or 50 years on residential development, we probably would not have so many communities with single-ended or long, convoluted ways in and out. There would be more connections back and forth. And I think part of the effort in Tysons has been to try and retrofit a grid of connecting streets onto an area that had bigger loops and less direct connections. We create more problems when we leave the connections out. We tend to intensify the congestion on the choke points that are remaining and when this kind of thing comes up, I think we're better off completing the connections that were planned, in this case in 1979. I think we're better off with the connection, and so I'm going to support the motion tonight.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-BR-007, Option A only, say aye.

Commissioners: Aye.

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

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS WAIVE THE 600 FEET MAXIMUM LENGTH REQUIREMENT FOR A PRIVATE STREET AND WAIVE THE SERVICE DRIVE REQUIREMENT ALONG ROUTE 29.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

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

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO APPROVE A DEVIATION FROM THE TREE PRESERVATION TARGET, IN ACCORDANCE WITH THE DEVIATION REQUEST LETTER INCLUDED ON THE CDP/FDP.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Commissioner Hurley: And last-

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: And lastly, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE CDP/FDP, INCLUDING A PUBLIC ROAD CONNECTION –

Chairman Murphy: Hold on just a minute. Do we have development conditions on this application?

Commissioner Hurley: No.

Chairman Murphy: We do.

Commissioner Hurley: No, not in the - - the new staff report does not have them.

Kris Abrahamson, Zoning Evaluation Division, Department of Planning and Zoning: Commissioner Murphy, in the original staff report there were actually development condition.

The applicant, in subsequent proffers proffered to those, so they've been deleted. So there's no conditions at the present time.

Chairman Murphy: Okay, should we change the motion, then, that says "proposed development conditions" and –
Ms. Abrahamson: Yes.

Chairman Murphy: – and make it –

Commissioner Hurley: Correct, yes.

Chairman Murphy: I'm sorry to interrupt. I thought we might need a declaration here. I'm sorry. Go ahead.

Commissioner Hurley: I'll restate –

Chairman Murphy: Yes, go ahead.

Commissioner Hurley: I'll restate the last one.

Chairman Murphy: Try to keep it straight here, okay.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2000 - - again, FDP 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE FDP - - CDP/FDP, INCLUDING A PUBLIC future [*sic*] ROAD CONNECTION, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED NOVEMBER 13, 2014 AND FURTHER CONDITIONED UPON BOARD OF SUPERVISORS APPROVAL OF RZ 2014-BR-007.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Hart: On that one, not "public future connection" but a "full public connection."

Commissioner Hurley: "FULL PUBLIC ROAD CONNECTION." Correct.

Commissioner Hart: You said "future" and I don't think "future" is in the motion.

Commissioner Hurley: "Future," - - correct; a full public road connection.

Chairman Murphy: Okay, so noted. All those in favor of the motion, say aye.

Commissioners: Aye.

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

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(Each motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
November 18, 2014

3:00 p.m.

Public Hearing on a Proposed Ordinance to Approve a Regional Joint Action Agreement for the Northern Virginia Long-Term Care Ombudsman Program

ISSUE:
The proposed ordinance will allow the approval of the Regional Joint Action Ordinance for the Northern Virginia Long-Term Care Ombudsman Program between the four participating jurisdictions, specifically, the Counties of Fairfax, Loudoun and Arlington and the City of Alexandria.

RECOMMENDATION:
The County Executive recommends approval of the proposed ordinance to allow approval of the Regional Joint Action Agreement for the Northern Virginia Long-Term Care Ombudsman Program, pursuant to Va. Code Ann. 15.2-1300.

TIMING:
On October 28, 2014, the Board authorized advertisement of a public hearing scheduled for November 18, 2014, at 3:00 p.m.

BACKGROUND:
In September 1984, the Board of Supervisors approved the County's participation in the Northern Virginia Long-Term Care Ombudsman Program. In September 1985, a joint action agreement was signed by the Executives for the Counties of Fairfax, Arlington, Loudoun, and Prince William, as well as the City of Alexandria. Prince William County, although initially part of the joint action agreement, withdrew from the regional program in July 2013.

The Northern Virginia Long-Term Care Ombudsman Program provides long-term care services to residents. Services include the investigation and the resolution of complaints or concerns that relate to the health, safety, welfare, or rights of some of the county's most vulnerable residents; the recruitment, training, and oversight of volunteers that contribute to the well-being of the residents; providing education and consultation to the public; providing technical assistance to other community and county agencies and to the facilities themselves.

Board Agenda Item
November 18, 2014

The Northern Virginia Long-Term Care Ombudsman Program originates from the Older Americans Act, a federal provision, which requires every state to have a state long term care ombudsman program and encourages the development of sub-state programs. Virginia's State Long-Term Care Ombudsman designated Fairfax County as the administrative unit to annually receive federal and state funding from the Virginia Division for the Aging for the participating jurisdictions. Each of the participating jurisdictions, the Counties of Fairfax, Arlington, Loudoun and the City of Alexandria will contribute financially for the staff and the ongoing operation of the program.

As the Administrative Unit for the Northern Virginia Long-Term Care Ombudsman Program, Fairfax County provides the day to day administration of the program and its services. A policy board composed of directors of the Area Agencies on Aging of the participating local jurisdictions provides guidance and reports to the participating member jurisdictions on the federally mandated activities and functions of the program. The Director of the Fairfax Area on Aging serves as the Chair of the Policy Board.

In order to maintain a continuation of services for the protection, health, safety and welfare of our elder citizens and to provide services and continued communication to their families, this Regional Joint Action Agreement between the participating jurisdictions should be updated and approved. Additionally, the structure of the Northern Virginia Long-Term Care Ombudsman Program should be codified, including but not limited to the liability and liability insurance for Ombudsman Staff and its volunteers.

FISCAL IMPACT:
The fiscal impact for Fairfax County in the implementation of this agreement for the Program Year 2014 is included herein:

The Northern Virginia Long-Term Care Ombudsman Program's cost is estimated at $600,000 annually and is operated under the Long-Term Care Ombudsman Grant. The participating members of the Joint Action Agreement share in the annual operating expenses, which are proportionally based on the allocation of age 60 years or older populations and the licensed long-term care bed count in each jurisdiction. Fairfax County maintains more than two times as many facilities as the three other participating jurisdictions combined. Fairfax County contributes approximately $335,000 annually, while the participating jurisdictions in combination with state and federal funding make up the remaining balance. Annually, the allocation is reviewed and adjusted accordingly to reflect changes in any of the formula factors.

Board Agenda Item
November 18, 2014

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Joint Action Agreement By and Between the Counties of Fairfax, Arlington, Loudoun and the City of Alexandria
Attachment 2: Proposed Ordinance

STAFF:
Nannette M. Bowler, Director, Department of Family Services
Barbara Antley, Division Director, Adult and Aging Services, Department of Family Services
Sharon Lynn, Director, Fairfax Area Agency on Aging, Department of Family Services
Laura Nichols, Director, Northern Virginia Long-Term Care Ombudsman Program
Gail Ledford, Director, Department of Administration for Human Services
Lee Ann Pender, Division Director, Department of Administration for Human Services
Alison Baez, Contract Analyst, Department of Administration for Human Services
Sue Smith, Financial Specialist III, Department of Administration for Human Services
Donna R. Banks, Assistant County Attorney, VI, Office of the Fairfax County Attorney

NORTHERN VIRGINIA LONG-TERM CARE OMBUDSMAN PROGRAM

JOINT ACTION AGREEMENT

This Northern Virginia Long-Term Care Ombudsman Program Joint Action Agreement is entered into pursuant to Va. Code Ann. §15.2-1300 by and among the Counties of Arlington, Fairfax, Loudoun, and the City of Alexandria, herein referred to as the Member Jurisdictions. This Agreement sets forth the services to be delivered, and the roles and responsibilities of the Member Jurisdictions, including the funding to be provided by each Member Jurisdiction for the Northern Virginia Long-Term Care Ombudsman Program (NVLTCOP).

WHEREAS, this Agreement succeeds a previous agreement dated September 6, 1985, among the Member Jurisdictions, that expired on June 30, 1987; and the NVLTCOP has been operating without a written agreement under substantially the same terms and conditions thereafter of the 1985 agreement since the 1987 expiration; and

WHEREAS, the NVLTCOP is funded in part by the Federal Administration for Community Living (ACL) through the Older Americans Act (OAA), Title VII funds, State Ombudsman award, and the Department of Medical Assistance Services (DMAS) Ombudsman funds, all of which flow through and are administered by the Virginia Division for the Aging (VDA) of the Virginia Department for Aging and Rehabilitative Services (DARS); in addition, all of the Member Jurisdictions help fund the NVLTCOP through an annual contribution based on the formula outlined in section 11 of this Agreement; and

WHEREAS, the VDA provides funding and general oversight of the Office of the State Long-Term Care Ombudsman (OSLTCO) that oversees mandated Ombudsman Program functions in Virginia and the NVLTCOP operates as part of a statewide long-term care ombudsman program that is directed by the OSLTCO; and

WHEREAS, the Congress of the United States has passed legislation and the President of the United States has signed into law the Older Americans Act of 1965, as amended, which requires every state to have a state ombudsman program and encourages the development of sub-state programs; and

WHEREAS, the OAA (Title VII, Chapter 2, Section 712, (a) (5) of the OAA allows the State Ombudsman to designate an entity as a sub-state ombudsman entity and may certify an employee to represent the entity in carrying out the duties of the OSLTCO; and

WHEREAS, the State Ombudsman has designated the Fairfax Area Agency on Aging (FAAA) as a sub-state Ombudsman Program, and

WHEREAS, the VDA, through an annual contract (Area Plan) and through a separate remittance for DMAS Ombudsman funds, awards funding to Fairfax County, on behalf of the Member Jurisdictions, for the operation of the NVLTCOP; and

WHEREAS, the Member Jurisdictions will provide advice and guidance to the NVLTCOP regarding the activities of the NVLTCOP; and

WHEREAS, the Member Jurisdictions desire to achieve efficient and coordinated delivery of ombudsman services in a manner that will effectively serve the adult residents of the Member Jurisdictions who live in nursing facilities and assisted living facilities, and, to the extent feasible, recipients of home- and community-based services, in a manner designed to respond to meet local needs and to be accountable to local elected and appointed officials, the VDA; and the OSLTCO; and

WHEREAS, for these and other reasons, it is appropriate that the Member Jurisdictions provide funding to jointly operate, through this multi-jurisdictional Agreement, a regional program known as the NVLTCOP, which carries out the mandated functions of a sub-state ombudsman program under programmatic supervision of the OSLTCO; and

WHEREAS, to this end, the Member Jurisdictions desire to establish a regional long-term care ombudsman program (the NVLTCOP) by means of this Agreement; the NVLTCOP will develop, administer and operate the regional ombudsman program in accordance with the OAA Regulations, the VDA, and the OSLTCO; and

WHEREAS, Va. Code Ann. §15.2-1300 (2008), enables counties and cities to enter into joint action agreements with one another for joint or cooperative exercise of any power, privileges or authority which one is capable of exercising severally;

NOW, THEREFORE, BE IT RESOLVED, the Member Jurisdictions do mutually covenant and agree as follows:

1. Program: The Member Jurisdictions hereby establish the Northern Virginia Long-Term Care Ombudsman Program (NVLTCOP).

2. Geographical Area: The geographical areas to be served under by the NVLTCOP pursuant to this Agreement include the combined geographical area of all Member Jurisdictions and named localities within their boundaries:

   City of Alexandria

Arlington County

Fairfax County (including the Cities of Fairfax and Falls Church)

Loudoun County

By the signatures below of the chief administrative officials, these Member Jurisdictions adopt the aforementioned purposes and accept the terms and conditions of this Agreement.

3. Statutory Authority of the Signatories: Title 15.2, of the Code of Virginia describes establishes the City of Alexandria and the Counties of Arlington, Fairfax, and Loudoun as being units of general local government having general corporate and police powers and with the power to levy taxes and spend funds.

4. Administrative Unit: By mutual agreement of the parties, the County of Fairfax is designated as the administrative unit to receive and administer funds for the NVLTCOP.

5. Powers and Responsibilities of the County of Fairfax: As the Administrative Unit, Fairfax County shall have the authority to contract with city, county, State, Federal and private organizations and agencies for the delivery of services deemed appropriate for the NVLTCOP and to enter into agreements with appropriate city, county, state, federal and private organizations and agencies to adequately carry out the purposes of the NVLTCOP, so long as the terms of such contracts and agreements do not violate the Policies and Procedures of the OSLTCO or the requirements stated in Title VII of the OAA.

   It is agreed that for the day-to-day administration of NVLTCOP activities and operations that the County Executive of the County of Fairfax, shall appoint the FAAA as the program administrator ("Program Administrator").

   NVLTCOP operations and policy decisions will comply with the policies set by and decisions rendered by the OSLTCO.

   Additionally, it is agreed that the County of Fairfax shall provide all procurement and fiscal services related to the NVLTCOP, and personnel services as appropriate.

   Other acts of the Northern Virginia Long-Term Care Ombudsman Administrative Unit will be in response to policies established by the OSLTCO, the Policy Board (as defined herein below) and the VDA.

6. Policy Board: A four (4) member Policy Board shall provide advice and guidance to the NVLTCOP, and shall report to the Member Jurisdictions and their local officials regarding the NVLTCOP's federally mandated functions and activities in compliance with the Policies and Procedures established by the OSLTCO. Because the Policy Board's members will be the persons filling certain Director positions in the Member Jurisdictions (see below), this Agreement does not provide for term limits for Policy Board members.

7. Policy Board Membership: The Policy Board shall be composed of one individual member representing each Member Jurisdiction. This individual shall be the Area Agency on Aging Director of the Member Jurisdiction's Agency on Aging or another person who is designated by the Member Jurisdiction's Area Agency on Aging Director to represent his or her respective Member Jurisdiction in accordance with that Member Jurisdiction's county or city practices and requirements. The chairperson ("Chairperson") of the Policy Board will be the Director of the Fairfax Area Agency on Aging (FAAA). The FAAA's Director will be the County of Fairfax's member on the four-member Policy Board.

8. Policy Board Meetings and Voting: The Policy Board shall schedule semi-annual meetings and may meet at additional times as deemed necessary by the Chairperson in consultation with the other members of the Policy Board.

   The presence and participation of any three of the Policy Board's four members shall constitute a quorum.

   Each Member Jurisdiction shall have one vote on the Policy Board. So long as a quorum is present, the Policy Board may make decisions by a majority of votes cast.

   The NVLTCOP staff shall be responsible for drafting and maintaining the minutes of the Policy Board meetings.

   The staff of the NVLTCOP, being funded in part by the participating Member Jurisdictions, shall provide staff support to the Policy Board meetings.

   The Policy Board may adopt additional rules for its proceedings provided that they are consistent with law and not inconsistent with provisions of this Agreement.

9. Duties and Responsibilities of the FAAA as Program Administrator:

   a. Implement the NVLTCOP in compliance with all applicable laws and regulations, including the regulations of the OAA and the policies and requirements set forth by the OSLTCO and the VDA.

   b. Negotiate Memoranda of Agreements between local, State and Federal agencies where appropriate. Work in coordination with the OSLTCO to continuously monitor, evaluate and take corrective action when necessary in a

manner consistent with Title VII, Chapter 2, Sec. 712 of the OAA and with the OSLTCO's Policies and Procedures set forth by the OSLTCO.

c. Have the authority to supervise NVLTCOP staff and volunteers' activities to ensure consistency with the OSLTCO's Policies and Procedures set forth by the OSLTCO.

d. Assure the FAAA's and the Policy Board's freedom from conflict of interest with regard to long-term care institutions and issues.

e. Obtain approval from the OSLTCO for the credentials of the individuals to be designated the local ombudsmen.

f. Provide personnel support to the NVLTCOP in accordance with the Fairfax County Pay for Performance System rules and procedures.

g. Assist the VDA and the OSLTCO with audits as required and report the results thereof to the Policy Board and others consistent with applicable State and Federal requirements.

h. Ensure that the NVLTCOP provides Policy Board members and OSLTCO with standard program reports and statistics. These reports will indicate program activity specifically within the geographical boundaries of each Member Jurisdiction.

i. Provide volunteer insurance coverage for all volunteers assigned to the NVLTCOP in accordance with the most current coverage at the time of a claim, under Fairfax's County Volunteer Coverage program, regardless of the location at which the volunteer services were provided.

10. <u>Duties and Responsibilities of the NVLTCOP</u>:

a. Receive, investigate, and work to resolve complaints made by or on behalf of residents of nursing facilities, assisted living facilities and other long-term care settings as described in the Policies and Procedures of the OSLTCO.

b. Receive, investigate and work to resolve complaints made by or on behalf of persons aged 60 and older receiving home and community-based long-term care services.

c. Observe the requirements and rights to access assisted living facilities, nursing facilities, continuing care retirement communities, community long-term care facilities, and their medical records as provided for in the Code of Virginia, §2.2-705.

d. Observe the requirements of confidentiality for complainants as provided for in Federal law, including Title VII, Chapter 3 of the OAA and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Code of Virginia,

including §2.2-706, and the Virginia Privacy Protection Act. Maintain a secure file for complaints in accordance with Federal law, including the HIPAA, and the Code of Virginia, including the Virginia Privacy Protection Act. Ensure procedures are in place to protect the identity, confidentiality, and privacy of complainants, residents and recipients of services.

e. Report and record complaints and reports in the manner specified by the OSLTCO Policies and Procedures.

f. Hire, train and supervise NVLTCOP staff and volunteers in accordance with Policies and Procedures set forth by the OSLTCO, and Fairfax County.

g. Recruit, screen, train, and directly supervise the NVLTCOP volunteers in accordance with the Policies and Procedures set forth by the OSLTCO and the NVLTCOP.

h. Conduct publicity and outreach efforts concerning the availability of the NVLTCOP to receive and investigate complaints and provide information concerning the long-term care system.

i. Provide information and education regarding long-term care resources and the rights of residents and potential residents of nursing facilities and assisted living facilities.

j. Working in coordination with the OSLTCO, identify, document and make recommendations concerning major issues affecting the well-being of residents of long-term care facilities and monitor the development and implementation of Federal, State and local laws, regulations and policies that relate to long-term care.

k. Consult with community groups, agencies, legal service programs, and individuals in order to assist them in effectively serving long-term care clients.

l. Consult with the OSLTCO for assistance as needed and to forward to the OSLTCO any complaints which cannot, in the Program Administrator's opinion, be resolved by the NVLTCOP sub-state program.

m. Submit to Member Jurisdictions an annual list of long-term care facilities which the NVLTCOP serves or will serve in the planning and service area.

11. Allocation of Funds: Any funds that are appropriated by the Member Jurisdictions for the NVLTCOP shall be expended for the mutual benefit of the long-term care recipients residing in the Member Jurisdictions.

In August or September of each year, NVLTCOP shall provide the Policy Board with an annual summary of the **projected** Member Jurisdictions' appropriations for the next Area Plan fiscal year. The projections are based on the financial information available at that time.

Each Member Jurisdiction's appropriation to NVLTCOP costs will be calculated using the formula below based on each Member Jurisdiction's respective proportion of the population aged 60 and older of the Northern Virginia population, based on the American Community Survey data most recently used by the VDA (50% of the formula), and the number of licensed long-term care beds in that Member Jurisdiction (50% of the formula).

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Member Jurisdiction's Appropriation = [(Total Personnel Cost + Operating Costs) – Total Federal and State Revenue] x Member Jurisdiction's Relative Share of Cost

Term	Definition
Member Jurisdiction Relative Share of Cost =	[% of total licensed long-term care beds (nursing and assisted living) in the jurisdiction + total population in the jurisdiction aged 60 and older as a % of the Northern Virginia population aged 60 and older based on the American Community Survey data most recently used by the VDA] / 2
Total Federal and State Revenue =	Federal Ombudsman award + State Ombudsman award + DMAS funds
Total Personnel Cost =	Proposed salaries including Fairfax County fringe benefit rate (Salaries are estimated at the time of the projected budget letter. Any salary increases are determined by the Fairfax County Board of Supervisors and are not known until the end of the Fairfax County Budget cycle which is typically in April/May of each year.)
Operating Costs =	Non-personnel expenditures related to staff trainings, volunteer trainings, mileage, database, publications, supplies, and other program activities

Any written amendment to this Agreement that is signed by authorized representatives of all of the Member Jurisdictions and that reflects any changes to this funding formula shall be executed prior to any changes to these formulae taking effect.

12. Appropriations by Member Jurisdictions: The Program Administrator shall be responsible for calculating formula allocation costs based upon the NVLTCOP's actual operating budget (determined by the Fairfax County Board of Supervisors) and VDA funding. The Billing Statement is sent to each Member Jurisdiction after VDA provides the FAAA with the Summary of Obligations indicating the funding to be expected from VDA. Each Member Jurisdiction will contribute its share to the program on an annual basis in one lump sum. Notwithstanding any term or condition of this Agreement to the contrary, all funds for payments by any Member Jurisdiction to the NVLTCOP pursuant to this Agreement are subject to the availability of an annual appropriation for this purpose by the governing body of each Member Jurisdiction. In the event of non-appropriation of funds by the governing body of any Member Jurisdiction, the Policy Board will convene to discuss the non-appropriation and will ask the governing bodies of the Member Jurisdictions to address the non-appropriation.
    A financial report of operating expenditures, including aggregate salary information, and other operating expenses, will be provided annually to each Member Jurisdiction through their designated Policy Board Member.

13. Participation in Optional Activities: No program activities will be imposed on any Member Jurisdiction participating in this Agreement should such Member Jurisdiction decide that such program activities would be detrimental to the best interests of that Member Jurisdiction.

14. Authority of the OSLTCO: The Member Jurisdictions acknowledge the authority of the OSLTCO over the NVLTCOP program activities that are mandated by the OAA.

15. Limitations on Obligations to Long-Term Care Recipients: Any obligation, whether expressed or implied in this Agreement to provide services through the NVLTCOP is expressly limited to the extent that such services can be provided by means of and under the terms of the Fairfax VDA Contract and the Policies and Procedures and other guidance of the OSLTCO.

16. Delegated Signatory Authority: To the extent that such documents relate directly to the NVLTCOP, The parties hereto Member Jurisdictions delegate signatory authority to the County Executive, of the County of Fairfax, or his designee, for grant applications to the Governor of Virginia, on agreements with state and local agencies, on agreements with VDA and the OSLTCO, and on sub-grants and subcontracts and related grant agreements within the scope of the approved grants and applicable regulations.

17. Term and Effective Date: This Ordinance Agreement shall be in effect from the date of on which it is last signature signed by an authorized representative of a Member Jurisdiction ("Effective Date") until September 30, 2032, or until the NVLTCOP is terminated by the Member Jurisdictions or by the Commonwealth of Virginia, whichever occurs first. If the Commonwealth of Virginia terminates the NVLTCOP, Fairfax County will notify member jurisdictions six months in advance of the termination. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the Counties of Fairfax, Arlington, Loudoun, and the City of Alexandria as participants in this Agreement; (ii) execution of the Agreement by all members.

18. This agreement shall remain in full force and effective from its Effective Date until September 30, 2032, or until the NVLTCOP is terminated.

19. Termination: This Agreement shall not be terminated by withdrawal of any Member Jurisdiction(s).

    Any Member Jurisdiction, which is party hereto, shall have the right to withdraw from this Agreement and the NVLTCOP by written notice from their respective jurisdiction's executive level authorized official to the other Member Jurisdictions and the FAAA at least 90 days prior to the date on which that Member Jurisdiction's withdrawal will take effect.

    A withdrawing Member Jurisdiction shall have no responsibility under this Agreement for NVLTCOP actions that take place on or after the date that withdrawal will take effect.

20. Effect of Termination: Should a Member Jurisdiction withdraw from this Agreement, that Member Jurisdiction will be deemed to have waived all rights to services provided under the NVLTCOP and to any funding allocated to the NVLTCOP.

21. Disposition of Assets: As Program Administrator, FAAA shall be responsible for procuring and holding, for the duration of this Agreement, any real assets obtained with VDA funds during the course of this Agreement for the duration of this Agreement. Should the NVLTCOP Member Jurisdictions terminate this Agreement or the Member Jurisdictions or the Commonwealth terminate(s) NVLTCOP, its operations and this agreement, any real assets that are held by the Program Administrator for the purposes of this Agreement or NVLTCOP in excess of $10,000 shall be liquidated and the proceeds from such sale will be divided among the then-current Member Jurisdictions in accordance with the proportion of the then-current funding allocation formula, within 180 days of termination.

22. Additional Covenant: This Agreement is in no way to be construed as an indication of a joint effort of the Member Jurisdictions in any manner other than that which is expressly indicated in other sections described above.

Furthermore, the Member Jurisdictions individually covenant and agree that this Agreement shall not be introduced or referred to in any future proceeding, judicial or administrative, concerning a change in the geographical boundaries hereto of the Member Jurisdictions or of Planning District 8.

23. Severance Provision: If any provision of this Agreement is found or determined by a court of competent jurisdiction to be invalid, the remaining provisions still shall remain in full force and effect.

24. Assignment: No Member Jurisdiction may assign, transfer, convey, sublet, or otherwise dispose of any of its rights or duties under this Agreement and the NVLTCOP created by it without the prior written consent of all of the other Member Jurisdictions by and through representatives duly authorized to bind them.

25. Amendments: This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind each Member Jurisdiction.

26. No Waiver: The failure of any Member Jurisdiction to exercise in any respect a right provided for in this Agreement shall not be deemed to waive subsequently the same right or any other right hereunder.

27. No Waiver of Sovereign Immunity: Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement or any action taken by any Member Jurisdiction or the NVLTCOP pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of any Member Jurisdiction. The Member Jurisdictions intend for this provision to be read as broadly as possible.

28. Notices: Unless otherwise provided herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

IF TO FAIRFAX COUNTY:

County Executive

12000 Government Center Parkway

Fairfax, VA 22035

IF TO ARLINGTON COUNTY:

County Manager

2100 Clarendon Boulevard, Suite 302

Arlington, Virginia 22201

IF TO THE CITY OF ALEXANDRIA:

City Manager

301 King Street

Alexandria, Virginia 22314

IF TO LOUDOUN COUNTY:

County Administrator

1 Harrison St. SE, Mail Stop #02

Leesburg, VA 20175

IN WITNESS WHEREOF, the undersigned persons duly certify that they are authorized to enter into this Agreement on behalf of their respective Member Jurisdictions and that their respective jurisdictions are legally bound thereby.

City of Alexandria

_____ _____

Rashad M. Young, City Manager Date

Arlington County

_____ _____

Barbara M. Donnellan, County Manager Date

Loudoun County

_____ _____

Tim Hemstreet, County Administrator Date

Fairfax County

_____ _____

Edward L. Long Jr., County Executive Date

ATTACHMENT 2

ADOPTION OF AN ORDINANCE TO

APPROVE A REGIONAL JOINT ACTION AGREEMENT FOR

THE NORTHERN VIRGINIA LONG-TERM CARE OMBUDSMAN PROGRAM

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, November 18, 2014, the Board after having first given notice of its intention so to do, in the manner prescribed by law, adopted an ordinance regarding the approval of a Regional Joint Action Agreement for the Northern Virginia Long-Term Care Ombudsman Program, said ordinance so adopted being in the words following, to-wit:

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA:

1. That pursuant to the authority granted by Va. Code Section 15.2-1300, the Regional Joint Action Agreement for the Northern Virginia Long-Term Care Ombudsman Program by and among the Counties of Fairfax, Loudoun and Arlington, as well as the City of Alexandria, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the County of Fairfax hereby adopts and enters into the attached agreement.

GIVEN under my hand this 18th day of November, 2014

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CATHERINE A. CHIANESE
Clerk to the Board of Supervisors

Board Agenda Item
November 18, 2014

3:00 p.m.

Public Hearing on RZ 2013-PR-009 (Tysons Westpark, L.C.) to Rezone from C-7, HC and SC to PTC, HC and SC to Permit Mixed Use Development with an Overall Floor Area Ratio up to 6.37 to Approve the Conceptual Plans, and to Approve Waiver # 826-WPFM-002-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Development, Located on Approximately 5.37 Acres of Land (Providence District)

This property is located in the S.E. quadrant of the intersection of Leesburg Pike and Westpark Drive. Tax Map 29-3 ((15)) 8.

The Board of Supervisors deferred this public hearing from the October 28, 2014, Board meeting to November 18, 2014, at 3:00 p.m.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 23, 2014, the Planning Commission voted11-0-1 (Commissioner de la Fe abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2013-PR-009, subject to the proffers dated October 23, 2014;
- Waiver of Section 2-505 of the Zoning Ordinance to permit structures and vegetation on a corner lot as shown on the CDP/FDP;
- Waiver of Paragraph 7 of Section 6-505 of the Zoning Ordinance requiring the designation of specific outdoor dining areas on the CDP to that as contained in the proffers;
- Waiver of Paragraph 1 of Section 6-506 to allow a district size of less than 10 acres for an application;
- Modification of Paragraph 3E of Section 10-104 to permit a maximum fence height of eight feet around outdoor recreational courts/fields shown on an FDP;
- Modification of Section 11-201 and 11-203 of the Zoning Ordinance to permit a reduction in the required number of loading spaces to that shown on the CDP/FDP;
- Modification of Paragraph 12 of Section 11-102 and Paragraph 1 of Section 6-509 of the Zoning Ordinance to allow for tandem spaces and valet spaces

controlled by building management to count towards required parking specified in the Zoning Ordinance;

- Modification of Paragraph 4 of Section 11-202 of the Zoning Ordinance requiring a minimum distance of 40 feet of a loading space in proximity to drive aisles, to that shown on the CDP/FDP;

- Waiver of Section 11-302 of the Zoning Ordinance to allow a private street to exceed 600 feet in length as shown on the CDP;

- Waiver of the service drive requirement along Leesburg Pike;

- Modification of Section 17-201 of the Zoning Ordinance to permit the streetscape and on-road bike lane system shown on the CDP/FDP in place of any trails and bike trails shown for the subject property on the Comprehensive Plan;

- Waiver of Paragraph 3 of Section 17-201 of the Zoning Ordinance to provide any additional interparcel connections to adjacent parcels beyond that shown on the CDP/FDP and as proffered;

- Waiver of Paragraph 4 of Section 17-201 of the Zoning Ordinance requiring any further dedication, construction, or widening of existing roads beyond that which is indicated on the CDP/FDP and proffers;

- Waiver of Paragraph 7 of Section 17-201 of the Zoning Ordinance to permit the applicant to establish parking control signs and parking meters along private streets within and adjacent to the development;

- Modification of Section 12-0508 of the PFM to allow for tree preservation target deviations as justified by PFM 12-0508.3A(1) and 3A(3);

- Modification of Section 12-0510 of the PFM to permit trees located in rights-of-way and easements to count toward the 10-year tree canopy requirement subject to the proffered replacement provisions; and

- Waiver to allow the use of underground stormwater management and best management practices in a residential development (826-WPFM-002-1) subject to the Conditions dated August 26, 2014, contained in Attachment A of Appendix 11 of the staff report.

In a related action, the Planning Commission voted voted11-0-1 (Commissioner de la Fe abstained from the vote) to approve FDP 2013-PR-009, subject to the Development Conditions dated October 8, 2014 and subject to the Board of Supervisors' approval of RZ 2013-PR-009.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4466543.PDF

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

RZ/FDP 2013-PR-009 – TYSONS WESTPARK, LC

Decision Only During Commission Matters
(Public Hearing held on October 22, 2014)

Commissioner Lawrence: And lastly tonight, we had a case that we had a public hearing on last night. And because we got the staff report late, I deferred the decision until tonight to give everybody a chance to have a look. And the applicant is present. Are there any further – oh, we did get a revised version of Proffer 15A today by email, which addresses the question about the inclusion of vaults. And we also got a list of waivers and modifications, which I am going to move on block. Does anyone have any further questions of the applicant?

Chairman Murphy: Apparently not.

Commissioner Lawrence: Seeing and hearing none. Mr. Chairman, before we go on verbatim, I would like to make a very brief comment. This case shows a number of things. One, this is a very small site in comparison to the size of sites we are looking for in Tysons for the PTC. However, the applicants in this case and those adjacent have done very closely-coordinated planning to the point where I think we can say it amounted to concurrent planning for it. And that allowed us to develop a coherent urban environment to cover that much land at least. I think that was very important. Secondly, this case illustrates the flexibility that we have in the plan. Specifically, some adjustment was made to the height limitations on some of the buildings that the applicant proposes. No one should think that that flexibility extends across Tysons. That is peculiar to this site and the balance that was reached for staff approval and my concurrence on this site. Thirdly, we have flexibility of proffers. The applicant has done their best to look into the future and future-proof what we're going to have to have in the way of proffers. We know for sure that we don't know what's going to take place, but we are confident that it's going to be a long time to go through the redevelopment of Tysons. I think this case illustrates that very nicely. Finally, it was due to the cooperation of the applicant and the work with staff that we ended with a very nice piece of work. Thank you, Mr. Chairman. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2013-PR-009, SUBJECT TO THE PROFFERS DATED OCTOBER 23RD, 2014.

Commissioners Hart and Hedetniemi: Second.

Chairman Murphy: Seconded by Mr. Hart and 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 RZ 2013-PR-009, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?
Commissioner de la Fe: Abstain.

Chairman Murphy: Motion carries. Mr. de la Fe abstains.

Commissioner de la Fe: Not present.

Chairman Murphy: Not present for the public hearing.

Commissioner Lawrence: Next, Mr. Chairman, I need the applicant. Ms. Baker, would you please come down? Ms. Baker, will you confirm for the record that the applicant agrees to the proposed development conditions now dated October 8th, 2014?

Elizabeth Baker, Agents Applicant, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: I do confirm it.

Commissioner Lawrence: Thank you very much.

Chairman Murphy: Would you just identify yourself for the record, please?

Ms. Baker: Elizabeth Baker, Walsh Colucci.

Chairman Murphy: Thank you. Mr. Lawrence.

Commissioner Lawrence: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2013-PR-009, SUBJECT TO DEVELOPMENT CONDITIONS DATED OCTOBER 8, 2014 AND SUBJECT TO THE BOARD'S APPROVAL OF RZ 2013-PR-009.

Commissioners Hart and Hedetniemi: Second.

Chairman Murphy: Same seconds. Is there a discussion of the motion? All those in favor of the motion to approve FDP 2013-PR-009, subject to the approval by the Board of Supervisors of the Rezoning and the Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Lawrence: Finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE MODIFICATIONS AND WAIVERS, AS LISTED IN THE HANDOUT DATED OCTOBER 23RD, 2013, that was provided today –

Commissioner Hart: Second.

Commissioner Lawrence: -and which shall be made a part of the record of this case.

Commissioners Hart and Hedetniemi: Second.
Chairman Murphy: Same seconds. We just saved an hour and a half, by the way. Is there a discussion of the motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Lawrence: Mr. Chairman, thank you very much indeed. Thank you, Bobby. Thank you, Elizabeth and the applicant's team.

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(Each motion carried by a vote of 11-0-1. Commissioner de la Fe abstained.)

JLC

Board Agenda Item REVISED
November 18, 2014

3:00 p.m.

Public Hearing on SE 2014-SU-016 (Mai-Huong Thi Nguyen / Helen Home Daycare L.L.C.) to Permit a Home Child Care Facility, Located on Approximately 13,860 Square Feet of Land Zoned PDH-2 and WS (Sully District)

This property is located at 13506 Ridge Rock Drive, Chantilly, 20151. Tax Map 44-4 ((2)) 193.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing was held on October 29, 2014 and the decision was deferred to Thursday, November 13, 2014, when it deferred for decision only to November 20, 2014. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467326.PDF

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

Board Agenda Item
November 18, 2014

3:30 p.m.

Public Hearing on RZ 2014-PR-004 (Amherst Property LLC) to Rezone from C-3 to PTC to Permit Mixed Use with an Overall Density of 1.8. Which Includes Bonus Density for Workforce Housing, and a Waiver # 25530-WPFM-001-1 to Permit the Location of Underground Stormwater Management Facilities in a Residential Area, Located on Approximately 5.75 Acres of Land (Providence District)

This property is located West of Jones Branch Drive, approximately 400 feet North of its intersection with Westpark Drive. Tax Map 29-4 ((7)) 6 and 7B pt. (Concurrent with PCA 88-D-005-08).

and

Public Hearing on PCA 88-D-005-08 (Amherst Property LLC) to Amend the Proffers for RZ 88-D-005 Previously Approved for Office Use to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 1.8, Which Includes Bonus Density for Workforce Dwelling Units, Located on Approximately 5.75 Acres of Land Zoned C-3 (Providence District)

This property is located West of Jones Branch Drive, approximately 400 feet North of its intersection with Westpark Drive. Tax Map 29-4 ((7)) 6 and 7B pt. (Concurrent with RZ 2014-PR-004).

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 6, 2014, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 88-D-005-08;
- Approval of RZ 2014-PR-004, subject to the execution of proffers consistent with those dated October 8, 2014; and
- Approval of the following modifications and waivers:
  - Waiver to allow the use of underground stormwater management and best management practices in a residential development (25530-WPFM-001-1) subject to the Conditions dated June 10, 2014, contained in Attachment A of Appendix 11 of the staff report.

- 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.

- Waiver of Paragraph 1 of Section 6-506 of the Zoning Ordinance to permit a minimum district size of less than ten (1 0) acres for a PTC zoned parcel.

- Modification of Section 2-506 of the Zoning Ordinance to allow for a parapet wall, cornice or similar projection to exceed the height limit established by more than three (3) feet as may be indicated on the FDP to screen mechanical equipment.

- Waiver of Section 17-201(3)(b) of the Zoning Ordinance to provide any additional interparcel connections to adjacent parcels beyond that shown on the Plans and as proffered.

- Modification of Zoning Ordinance Section 17-201 and Public Facilities Manual (PFM) Section 8-0201.3 to waive all trails and bike trails in favor of the streetscape and on-road bike lane system shown on the plans.

- Waiver of Section 17-201 (7) of the Zoning Ordinance to allow establishment of parking control, signs and parking meters along private streets within the development.

- Waiver of Section 17-201(4) of the Zoning Ordinance requiring any further dedication and construction for widening of existing roads to address Comprehensive Plan requirements beyond that which is indicated in the Plans and proffers.

- Waiver and/or Modification of Section 13-202 of the Zoning Ordinance and 12-0514.2 of the PFM requiring 5% interior parking lot landscaping in favor of that shown on the CDP/FDP.

- Modification of PFM Section 12-0515b minimum planter opening area for trees used to satisfy the tree cover requirement in favor of that shown on the CDP/FDP.

- Modification to allow trees located above any proposed percolation trench or bioretention areas to count towards county tree cover requirements as depicted on the CDP/FDP.

- Modification of the 10 year tree canopy requirements in favor of that shown on the Plans and as proffered.

- Modification of the Zoning Ordinance and PFM for required tree preservation target and ten percent canopy to be calculated as shown on the overall CDP.

Board Agenda Item
November 18, 2014

In a related action the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to approve FDP 2014-PR-004, subject to the Development Conditions dated November 4, 2014, and subject to the Board's approval of RZ 2014-PR-004.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467321.PDF

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

RZ/FDP 2014-PR-004 & PCA 88-D-005-08

After Close of the Public Hearing

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

Commissioner Hedetniemi: Thank you Mr. Chairman. The transportation staff member, Jeff, has been very patient and I had him lined up to talk more about the TMD program, but I think everyone has covered that very adequately. Mr. Chairman , I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 88-D-005-08.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? All those in favor of the motion to approve PCA 88-D-005-08, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2014-PR-004, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 8TH, 2014.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-PR-004, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Before I make the motion on the Final Development Plan, does the applicant agree with the proposed development conditions dated November 4th, 2014?

Elizabeth Baker, Land Use Planner, Applicant's Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: Yes, we do.

Commissioner Hedetniemi: Thank you. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-PR-004, SUBJECT TO DEVELOPMENT

CONDITIONS DATED NOVEMBER 4TH, 2014, AND SUBJECT TO THE BOARD'S APPROVAL OF THE REZONING.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion to approve FDP 2014-PR-004, subject to the Board's approval of the rezoning, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE MODIFICATIONS AND WAIVERS AS LISTED ON THE COVER SHEET OF THE OCTOBER 15, 2014, STAFF REPORT, WHICH IS PART OF THE RECORD OF THIS CASE.

Commissioner Litzenberger: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 10-0. Commissioners Hart and Lawrence were absent from the meeting.)

JN

Board Agenda Item
November 18, 2014

3:30 p.m.

Public Hearing on SE 2014-MV-028 (Ejigayeha Ayalew - JC'S Child Care) to Permit a Home Child Care Facility, Located on Approximately 4,330 Square Feet of Land Zoned PDH-4 (Mount Vernon District)

This property is located at 9607 Sloway Coast Drive, Lorton, 22079. Tax Map 107-3 ((6)) 182.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 6, 2014, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-MV-028, subject to the Development Conditions dated October 30, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4466293.PDF

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

SE 2014-MV-028 – EJIGAYEHU AYALEW (JC'S CHILD CARE)

Decision Only during Commission Matters
(Public Hearing held on 10/23/14)

Commissioner Flanagan: SE 2014-MV-028, however, has made excellent progress and so it is ready to be a decision this evening. I'd like to ask the applicant - - is the applicant here? If you would come down, please. Welcome and thank you for the cooperation that you have provided us since the public hearing.

Chairman Murphy: Hold on a minute. Would you please identify yourself for the record.

Ejigayehu Ayalew, Owner, JC's Child Care: My name is Ejigayehu Ayalew. I live at 9607 Sloway Coast Drive, Lorton, Virginia.

Chairman Murphy: Okay, thank you.

Commissioner Flanagan: Mr. Chairman, I request that the applicant confirm for the record that their agreement to the proposed development conditions now dated October 30, 2014 – you agree with the conditions – that they have now?

Ms. Ayalew: Yes, I do.

Commissioner Flanagan: Thank you.

Chairman Murphy: Thank you. You may go back to your seat. Thank you very much.

Commissioner Flanagan: With that Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-MV-028, SUBJECT TO THE CONDITIONS DATED OCTOBER 30, 2014.

Commissioners Hedetniemi, Litzenberger, and Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant, Ms. Hedetniemi, and Mr. Litzenberger. 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 2014-MV-028, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 10-0. Commissioners Hart and Lawrence were absent from the meeting.)

JN

Board Agenda Item
November 18, 2014

3:30 p.m.

Public Hearing on SE 2014-MV-029 (Negat H. Iehdego/ Negat's Home Child Care) to Permit a Home Child Care Facility, Located on Approximately 1,598 Square Feet of Land Zoned PDH-4. (Mount Vernon District)

This Public Hearing has been Withdrawn

Board Agenda Item
November 18, 2014

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2014-I-A1, Located at 5285 Port Royal Road, Between Forbes Place and Woodruff Court (Braddock District)

ISSUE:
Plan Amendment (PA) 2014-I-A1 considers amending the Comprehensive Plan guidance to facilitate the conversion of a portion of an existing warehouse to accommodate a self-storage facility at an intensity up to 1.0 Floor Area Ratio (FAR) and rental of trucks, as well as residential uses.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 9, 2014, the Planning Commission voted unanimously (Commissioners James Migliaccio, Earl Flanagan, Tim Sargeant, and Chairman Peter Murphy, were absent from the meeting) to recommend to the Board of Supervisors adoption of a Planning Commission Alternative to the proposed Comprehensive Plan text for 2014-I-A1 as shown on page 5 of the staff report dated September 11, 2014, with modifications, in bold italics, as follows:

> **ADD:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Annandale Planning District, Amended through 4-29-2014, Ravensworth Industrial Area, Land Use Recommendations, page 88:
>
> > "3. As an option, Tax Map Parcels 70-4 ((10)) 503 and 503A may be appropriate for self-storage uses ***and rental of trucks*** up to an intensity of 1.0 FAR~~.~~ ***provided that any*** ~~***Any***~~ redevelopment should be contained within the existing structure. ~~***and should not generate vehicle trips above the base plan***~~.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – October 9, 2014
Board of Supervisors' public hearing – November 18, 2014

Board Agenda Item
November 18, 2014

BACKGROUND:
On April 8, 2014, the Board of Supervisors (BOS) authorized PA 2014-I-A1 for Tax Map Parcels 70-4 ((10)) 503 and 503A, located at 5285 Port Royal Road, Springfield, VA 22151. The authorization directed staff to consider the conversion of a portion of an existing warehouse to accommodate a self-storage facility at an intensity up to 1.0 FAR, rental of trucks and, consider residential uses on the property.

The non-residential aspects of the proposed Plan amendment present an opportunity to reactivate an underutilized property, expand critical industrial uses in the Ravensworth Industrial Area and create an opportunity for a self-storage use that could serve the surrounding residential uses. While the intensity on this property would be greater than the surrounding area, which is planned for a maximum of .30 FAR, limiting the redevelopment to a low trip generating use, without exterior modifications, would minimize the transportation and visual impact of the increased intensity. The inclusion of residential uses on the subject property is not recommended because it would be inconsistent with the existing Comprehensive Plan guidance for the Ravensworth Industrial Area, which specifically states that residential uses are not recommended for the area.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim
Attachment II: Planning Commission Handout dated October 9, 2014

The Staff Report for 2014-I-A1 has been previously furnished and is available online at:
http://www.fairfaxcounty.gov/dpz/fairfaxforward/pa/portroyal.htm

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Leanna O'Donnell, Chief Policy and Plan Development Branch, PD, DPZ
Tarek Bolden, Planner II, Policy and Plan Development Branch, PD, DPZ

ATTACMENT 1

Planning Commission Meeting
October 9, 2014
Verbatim Excerpt

PA 2014-I-A1 – COMPREHENSIVE PLAN AMENDMENT (5285 PORT ROYAL ROAD/RAVENSWORTH INDUSTRIAL AREA) (Braddock District)

After Close of the Public Hearing

Vice Chairman de la Fe: I will close the public hearing and turn to Mrs. Hurley for a motion.

Commissioner Hurley: Thank you, Mr. Chairman. As staff indicated, this Amendment would modify the Plan language for Tax Map Parcels 70-4 ((10)) 503 and 503A to facilitate the conversion of a portion of an existing warehouse to accommodate a self-storage facility at an intensity up to 1.0 Floor Area Ratio (FAR). The language distributed this evening with my motion dated 9 October, 2014 includes changes to the staff recommendation that further clarify the language related to the proposed use and the transportation impacts. Staff has indicated that additional p.m. peak-hour trips may occur over the base plan so I propose that we remove that condition. The minimal number of trips that will be generated with the proposed self-storage unit is consistent with Plan objectives to discourage high p.m. peak hour uses in the Ravensworth Industrial Area. My proposed change is noted in bold italics. Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF A PLANNING COMMISSION ALTERNATIVE TO THE STAFF RECOMMENDATION FOR PA 2014-I-A1, AS SHOWN ON TONIGHT'S HANDOUT AND DATED OCTOBER 9, 2014.

Commissioner Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Commissioner Litzenberger. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Thank you very much.

//

(The motion carried by a vote of 8-0. Commissioner Flanagan, Migliaccio, Murphy, and Sargeant were absent from the meeting.)

JLC

MOTION
October 9, 2014

Commissioner Ellen J. Hurley, Braddock District
Planning Commission Public Hearing and Decision

Plan Amendment 2014-I-A1

Motion:

As staff indicated, the amendment would modify the Plan language for Tax Map Parcels 70-4 ((10)) 503 and 503A to facilitate the conversion of a portion of an existing warehouse to accommodate a self-storage facility at an intensity up to 1.0 Floor Area Ratio (FAR). The language distributed this evening with my motion dated October 9, 2014 includes changes to the staff recommendation that further clarify the language related to the proposed use and the transportation impacts. Staff has indicated that additional P.M. peak hour trips may occur over the base plan, so I propose that we remove that condition. The minimal number of trips that will be generated with the proposed self-storage use is consistent with Plan objectives to discourage high P.M. peak hour uses in the Ravensworth Industrial Area.

My proposed change is noted in bold italics. Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of a Planning Commission Alternative to the staff recommendation for Plan Amendment 2014-I-A1, as shown on tonight's handout dated October 9, 2014.

End of Motion

PLANNING COMMISSION ALTERNATIVE
PROPOSED PLAN LANGUAGE
Plan Amendment 2014-I-A1

Recommended modifications to the Comprehensive Plan are shown as underlined for text to be added and as ~~strikethrough~~ as text to be deleted.

RECOMMENDATION

Staff recommends the Comprehensive Plan be modified as shown below. Text proposed to be added is shown as underlined and text proposed to be deleted is shown with a ~~strikethrough~~.

ADD: Fairfax County Comprehensive Plan, 2013 Edition, Area I, Annandale Planning District, Amended through 4-29-2014, Ravensworth Industrial Area, Land Use Recommendations, page 88:

"3. As an option, Tax Map Parcels 70-4 ((10)) 503 and 503A may be appropriate for self-storage uses ***and rental of trucks*** up to an intensity of 1.0 FAR~~.~~ ***provided that any*** ~~***Any***~~ redevelopment should be contained within the existing structure. ~~***and should not generate vehicle trips above the base plan.***~~

LAND USE PLAN MAP: The Comprehensive Land Use Plan Map would not change.

TRANSPORTATION PLAN MAP: The Countywide Transportation Plan Map would not change.

Board Agenda Item
November 18, 2014

4:00 P.M.

Public Hearing on Proposed Amendments to the Code, Chapter 84.1, Public Transportation, Regarding Taxicab Rates and Penalties for Operating an Uncertificated Taxicab

ISSUE:
At its public hearing on September 16, 2014, the Consumer Protection Commission (CPC) approved recommendations to the Board for a 3.5 percent increase in taxicab fares and to revise penalty provisions for violations of Chapter 84.1.

RECOMMENDATION:
The County Executive recommends that the Board accept the CPC recommendations and amend Chapter 84.1, Public Transportation, to increase taxicab fares by 3.5 percent and to revise penalty provisions for violations of Chapter 84.1.

TIMING:
On October 28, 2014, the Board authorized a public hearing to be held on November 18, 2014, at 4:00 p.m.

BACKGROUND:
At its public hearing on September 16, 2014, the Consumer Protection Commission (CPC) voted 8-0 to recommend to the Board of Supervisors (Board) that it amend Chapter 84.1 of the County Code, relating to Public Transportation, to increase taxicab fares by 3.5 percent and to revise penalty provisions for operating an uncertificated taxicab. A copy of the report prepared by staff on behalf of the CPC is provided as Attachment 1. A copy of the proposed amended ordinance is provided as Attachment 2. The Board last approved a change in taxicab rates in October 2012, when it adopted an increase of 4.7 percent.

Pursuant to Section 84.1-6 of the County Code, staff annually assesses the adequacy of rates for taxicab service in Fairfax County. In recent years, this annual assessment has been accompanied by a request for a rate increase by the Fairfax Drivers Association or by a certificated taxicab operator. However, no petitions for a rate increase were received in 2014 from either an association or an operator.

Section 84.1-6-2(d) of the Code prescribes use of the Fairfax County Taxicab Industry Price Index (FCTIPI) when assessing the need for a rate change. The FCTIPI is a weighted average of five readily-available national indices compiled by the U.S. Bureau of Labor Statistics (BLS) that relate to the cost of providing transportation service. The weights of the FCTIPI are designed to reflect the cost occurrence considered typical of taxicab providers. The FCTIPI analysis determines the weighted change in five indices since the last adoption of taxicab rates, which then may be adjusted by plus or minus 2 percent. Essentially, application of the FCTIPI formula yields a result that serves as the mid-point of a 4 percent range.

In assessing taxicab rates in 2014, staff first applied the FCTIPI to the period from the last approved increase (October 2012) to the date of its analysis (July 2014). The results yielded a weighted change of 3.5 percent in the FCTIPI. In reaching its recommendation, staff also considered several economic factors relevant to taxicab service:

- *Gasoline prices.* The per-gallon cost of regular unleaded gasoline was comparable to or slightly below the cost of gasoline when rates were last changed in 2012.
- *Driver licensing data.* FY2014 taxicab driver licensing data suggested that current rates appeared adequate to attract and retain taxicab drivers.
- *Competition.* Staff recognized that certificated taxicab drivers are facing increasing competition from uncertificated smartphone-dispatch services offering both premium and lower-cost alternatives to the county's taxicab fleet. Two of these providers – Uber and Lyft – received temporary operating authority from the Virginia Department of Motor Vehicles in August 2014.
- *Rate comparison.* With a 3.5 percent increase, the county's taxicab rates would be among the top in the region.

The CPC's September 16, 2014 recommendation also addresses the Code's penalty provisions. On March 25, 2014, the Board directed staff to provide updates on enforcement of illegal taxicab activity in Fairfax County. Thereafter, it was determined that to facilitate enforcement it was necessary to revise Section 84.1-9-1 to more closely conform to state law.

Two members of the public spoke at the CPC's September 16, 2014 public hearing. Both speakers – one a driver, the other an industry representative – supported a rate increase for taxicab service. No comments were received on the proposed Code revision regarding penalties for violations of Chapter 84.1. Following the receipt of public comment and discussion, the Consumer Protection Commission voted 8-0, with one abstention, to recommend to the Board that Chapter 84.1 be amended to increase taxicab fares by 3.5 percent and to revise penalties for violations of Chapter 84.1.

Board Agenda Item
November 18, 2014

ENCLOSED DOCUMENTS:

Attachment 1 – Consumer Protection Commission Recommendations to the Board of Supervisors on Proposed Revisions to Fairfax County Code Chapter 84.1 Regarding Taxicab Rates and Penalties for Operating an Uncertificated Taxicab

Attachment 2 – Proposed Ordinance Amending Chapter 84.1 of the Fairfax County Code, Relating to Public Transportation

STAFF:

David J. Molchany, Deputy County Executive
Michael S. Liberman, Director, Department of Cable and Consumer Services
John Burton, Assistant County Attorney
Susan Hafeli, DCCS, Utility Analyst

ATTACHMENT 1

Consumer Protection Commission Recommendations to the Board of Supervisors on Proposed Revisions to Fairfax County Code Chapter 84.1 Regarding Taxicab Rates and Penalties for Operating an Uncertificated Taxicab

Department of Cable and Consumer Services
Public Utilities Branch

October 28, 2014

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Introduction

This report was prepared on behalf of the Consumer Protection Commission (CPC or Commission) and the Board of Supervisors by staff of the Public Utilities Branch in the Department of Cable and Consumer Services (DCCS) as a result of the Commission's recommendations at its September 16, 2014 public hearing. Section 1 of this report provides an overview of the taxicab industry in Fairfax County. Sections II and III discuss recommendations regarding rates for taxicab services, and penalties for the unauthorized provision of taxicab service, respectively. Section IV is a concluding discussion that summarizes these recommendations. Section V contains the recommendations to the Board of Supervisors following the Consumer Protection Commission's public hearing of September 16, 2014.

I. The Taxicab Industry in Fairfax County

Five taxicab companies hold certificates to operate in Fairfax County. These five companies, which are authorized to operate a total of 654 taxicabs throughout the county, are identified in Table 1 below. Currently, 45 of the 654 taxicabs, or 6.9 percent of the county's taxicab fleet, are designated as wheelchair-accessible.

Table 1. Authorized Taxicab Operators

Owner	*Trade Name*	*Number of Taxicabs*		*Operating Since*
		Total Authorized	*Wheelchair-Accessible*	
Murphy Brothers, Inc. (owned by Transportation General, Inc.)	Fairfax Yellow Cab	306	21	1968
Fairfax Taxi, Inc. (owned by Transportation General, Inc.).	Red Top Cab of Fairfax	111	6	1989
Paul Wallace Management, Inc.	Springfield Yellow Cab and Reston-Herndon Cab	125	5	1982
L&Z Transportation, Inc.	White Top	73	3	1994
SuperTaxi, Inc. (owned by Veolia Transportation, Inc.)	enviroCAB	39	10	Authorized 2014

Chapter 84.1 of the County Code pertains to taxicab regulation. Under Section 84.1-6, the county's certificated taxicab companies are required to submit biennial reports in odd-numbered years that contain data on number of trips, paid miles, and other measures of taxicab services and the demand for those services. According to the companies' most recent reports, taxicabs operated by the county's certificated providers make approximately 2.4 million taxi trips per year, serve about 3 million passengers,

and generate in excess of $40 million in annual revenues. The average trip length is approximately seven miles.

The taxi industry is primarily a one-shift business in Fairfax County. It is provided by taxicab drivers who are independent contractors associated with one of the five certificate holders; the drivers are not company employees. According to FY2014 data, a total of 839 individuals maintain Fairfax County hack licenses authorizing them to drive a taxicab in the county. Taxicab drivers either lease their cabs from the taxicab companies, or own their own cabs and pay "stand dues" to a company. Lease fees/car payments and fuel represent the majority of the operating expenses for most drivers.

As independent operators, individual driver income is highly variable depending upon factors including the number of hours and days a driver chooses to work, the number of calls received by dispatch, a driver's awareness of market opportunities and ability to cultivate repeat customers, and economic growth and development within the County.

In the period April through June 2014, staff surveyed the county's taxicab drivers to obtain information about the taxicab business in Fairfax County, including estimates of drivers' incomes. Approximately 23 percent of the county's taxicab drivers were interviewed. The average net take-home pay for the drivers surveyed was $29,500, with reported individual incomes ranging from $9,000 to $63,000.[1]

II. Taxicab Rate Recommendations

A. The Fairfax County Code establishes the framework for rate reviews

Section 84.1 Article 6 of the Fairfax County Code sets the criteria for evaluation and establishment of rules, regulations, rates, fares, and charges applicable to taxicab service. A copy of Article 6 is provided as Exhibit 1. Under Section 84.1-6-1, the objective when setting rates is to "assure safe, economical, adequate, and reliable privately operated taxicab service for the riding public."

Under Section 84.1-6-2(a), "[c]hanges in any rule, regulation, rate, fare, charge, and or practice thereto, for taxicab services rendered by certificate holders, may be approved by the Board after notice and hearing held by the [CPC] or upon recommendation of the Director." Neither the taxicab companies nor the drivers association filed a petition with the county in 2014 requesting a change in rates.

Section 84.1-6-2(d) of the Code prescribes use of the Fairfax County Taxicab Industry Price Index (FCTIPI) when assessing the need for a rate change. The FCTIPI, shown in Table 2, below, is a weighted average of five readily-available national indices compiled by the U.S. Bureau of Labor Statistics (BLS) that relate to the cost of providing

[1] Bureau of Labor Statistics reported in May of 2013, that the five-year average taxicab driver income in the Washington DC metropolitan area was $30,188.

taxicab services. The weights of the FCTIPI are designed to reflect the cost occurrence considered typical of taxicab providers:

Table 2. Fairfax County Taxicab Industry Price Index

Taxicab Cost Element	*BLS Index*	*Weight*
Salaries, wage and profits	Consumer Price Index	0.62
Vehicle purchase	New cars	0.14
Fuel	Motor fuel	0.11
Insurance and other	Other private transportation services	0.08
Maintenance, parts and equipment	Private transportation maintenance and repairs	0.05
TOTAL COMPOSITE INDEX		1.00

As provided in the Code, an FCTIPI analysis determines the weighted change in the five indices since the last adoption of taxicab rates, which then may be adjusted by plus or minus 2 percent. Essentially, application of the FCTIPI formula yields a result that serves as the mid-point of a 4 percent range.

B. The FCTIPI formula yields a total price index increase of 3.5 percent

In conformance with Section 84.1-6-2, the FCTIPI is the primary measure used to assess the need for a change in taxicab rates since the last adoption of rates. The Board last approved a change in taxicab rates in October 2012, when it adopted an increase of 4.7 percent.

In evaluating taxicab rates in 2014, staff applied the FCTIPI to the period from the last approved increase (October 2012) to the date of its analysis (July 2014). The results, as shown in Table 3 below, yield a weighted change of 3.5 percent n the FCTIPI.[2]

Table 3. FCTIPI Results October 2012 – July 2014

BLS Index	*% Change*	*x*	*Weight*	=	*Weighted Change*
Consumer Price Index	3.9%	x	0.62	=	2.4%
New cars	1.2%	x	0.14	=	0.2%
Motor fuel	4.9%	x	0.11	=	0.5%
Other private transportation services	3.0%	x	0.08	=	0.2%
Private transportation maintenance and repairs	3.1%	x	0.05	=	0.2%

[2] Given the discretionary 2.0 percent plus/minus adjustment, the results indicate support for an increase in the range of 1.5 to 5.5 percent.

BLS Index	*% Change*	*x*	*Weight*	=	*Weighted Change*
TOTAL PRICE INDEX CHANGE					**3.5%**
FCTIPI Result of 3.5% ± 2% = 1.5% to 5.5%					

C. Other factors to consider

The Fairfax County Code permits the results of the FCTIPI analysis to be adjusted up or down by up to 2 percent. In developing its recommendation, staff considered a number of factors affecting the taxicab industry that might warrant an adjustment to the results of the FCTIPI analysis. These factors include: trends in gasoline prices, driver retention and attraction, increased competition from smartphone dispatch services, and regulated taxicab rates charged in neighboring jurisdictions. As discussed in the following paragraphs, it is staff's recommendation that the factors considered do not indicate the need for either an upward or downward adjustment of the FCTIPI result.

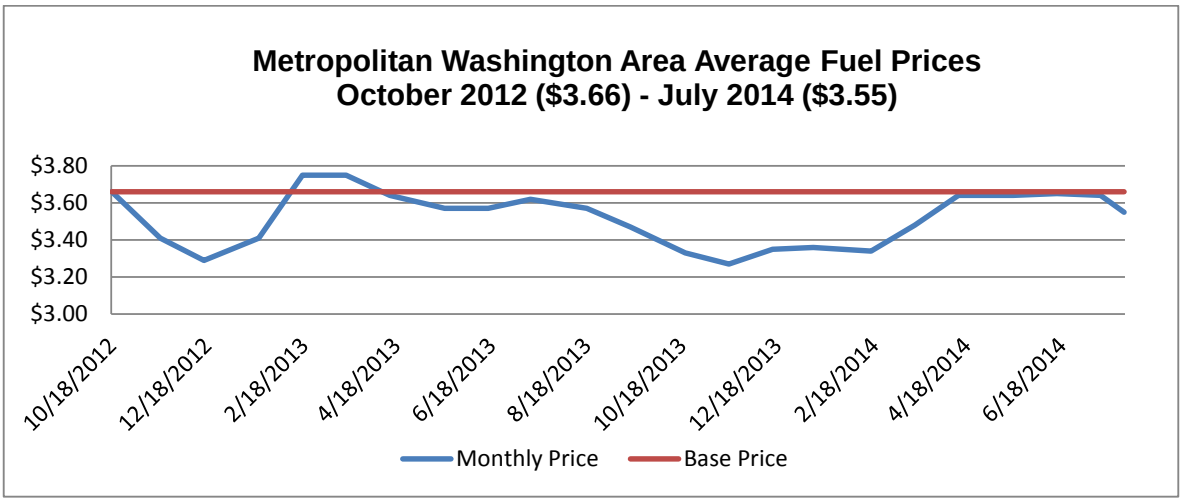
1. The cost of gasoline is comparable to or below the price in effect when rates were last changed

Fuel prices are a significant expense item, comprising the second highest expense item for taxicab drivers after lease fees or stand dues. The per-gallon cost of regular unleaded gasoline is comparable to or slightly below the cost when rates were last changed, indicating that an adjustment to the 3.5 percent increase may not be warranted.

In 2012, when rates were last changed, the price for a gallon of regular unleaded gasoline ranged from $3.74, when staff conducted its analysis (June 2012) to $3.66, when the Board adopted the 4.7 percent increase (October 2012). As of July 27, 2014, the cost of a gallon of regular unleaded gasoline in the Metropolitan Washington area was $3.55, or slightly below the 2012 prices.[3] Table 4 shows the fluctuations in gasoline prices since the Board's October 2012 action. For the most part gasoline prices today are roughly comparable to prices in October 2012.

[3] See *AAA Mid-Atlantic Weekend Gas Watch* (July 27, 2014), "Gas Prices Roll Back as Summer Driving Season Rolls On," available at http://midatlantic.aaa.com/pga/newsreleases.

Table 4. Trends in Gasoline Prices



2. Driver licensing data suggests rates are adequate to retain and attract taxicab drivers

As part of its analysis, staff reviewed data regarding taxicab driver license renewals and new issuances to assess whether existing rates are adequate to retain existing drivers and also to attract new drivers to the industry. Staff has considered stable or increasing issuance rates as an indication that license holders are generally satisfied with the income potential associated with driving a taxicab.

As shown in Table 5, below, in FY2014 DCCS issued a total of 839 taxicab driver licenses, or about a 7 percent increase from FY2013 license issuances. A portion of this increase may be related to the Board's February 2014 approval of 78 additional taxicab certificates. FY2014 taxicab license renewals reached 93 percent, a five-year high.

Table 5. Taxicab Driver License Issuances

Year	*New Licenses*	*License Renewals*	*Total Licenses*	*Percent Renewal*
FY2014	113	726	839	93%
FY2013	93	689	782	80%
FY2012	185	672	857	86%
FY2011	91	694	785	90%
FY2010	113	654	767	83%

3. Certificated taxicabs are facing competition from smartphone-dispatch services

Since taxicab rates were last increased in 2012, smartphone-dispatch service providers such as Uber Technologies, Inc. (Uber) have created networks of uncertificated operators that increasingly compete with Fairfax County taxicabs. The state appears to support this competition. On August 6, 2014, the offices of Governor Terry McAuliffe and Attorney General Mark Herring announced an agreement granting temporary operating authority to Uber and a similar service, Lyft.[4]

Uber provides a range of services, from high-end premium offerings to a low-cost option, UberX, that relies on individuals using their private vehicles to provide transportation service. Because it does not consider itself a taxi service, Uber has not sought county authorization and does not adhere to requirements applicable to county-regulated taxicabs, such as driver testing and licensing, vehicle insurance and inspection, and wheelchair-accessibility.

Uber publishes its rates on its website, subject to the caveat that "[a]t times of intense demand, our rates change over time to keep vehicles available" (i.e., "surge pricing").[5] These rates are shown in Table 6, below (along with Fairfax County's current and proposed rates). Uber also charges flat rates between certain specified locations.

Table 6. Uber Service Pricing in the Washington, D.C. Area versus Fairfax County Rates

Type of Uber Service	*Base Rate*	*Per-Mile Charge*	*Per-Minute Charge*	*Minimum Fare*	*Cancellation Fee*
UberSUV	$14.00	$3.65	$0.45	$25.00	$10.00
Uber Black	$7.00	$3.00	$0.35	$12.00	$10.00
UberXL (group service)	$4.00	$2.50	$0.35	$7.00	$5.00
UberX	$3.10	$1.40	$0.29	$5.70	$5.00

Fairfax County Taxicab Services	*Drop Charge*	*Per-Mile Charge*	*Waiting Time*	*Minimum Fare*	*Cancellation Fee*
Current rates	$3.25	$2.10	$0.30/51 sec.	N/A	N/A
Proposed rates	$3.50	$2.16	$0.36/61 sec.	N/A	N/A

Although the Uber pricing model makes a comparison with Fairfax County taxicab rates difficult, a standard-priced UberX trip may be less expensive than a taxicab trip provided

[4] *Virginia Reaches Temporary Agreement to Allow Safe, Regulated Operation of Uber and Lyft* (August 6, 2014) at https://governor.virginia.gov/news/newsarticle?articleId=5726.
[5] See https://www.uber.com/cities/washington-dc (August 7, 2014).

by a Fairfax County taxicab. Consequently, during the interviews with drivers in the April to June period 2014, some drivers expressed the concern that a rate increase may negatively affect their business. A rate increase would appear to have little or no effect on the competition provided by the higher-end Uber services, however, as these services are already priced more expensive than Fairfax County certificated taxicabs.

4. Proposed Fairfax County taxicab rates compared to other jurisdictions in the Washington D.C. region

So that the recommended increase does not disproportionately affect a single class of passengers (short-trips versus longer-trips), staff recommends that a 3.5 percent increase in taxi rates be implemented by increasing the two rate elements that comprise a passenger's taxicab fare: the initial (drop) charge and the per-mile charge. An increase that falls entirely on the drop charge has a disproportionate impact on customers that take primarily short-trips. An increase that falls entirely on the mileage charge has a disproportionate impact on customers that take primarily longer trips.

Under staff's proposal, the rate increase would be applied to both the drop and mileage charge, with the initial drop charge increasing $0.25, from $3.25 to $3.50, and the mileage charge increasing $0.06, from $2.10 to $2.16. The per-mile increase would be accomplished by changing the billing increment from one-seventh of a mile ($0.30 x 7 = $2.10) to one-sixth of a mile ($0.36 x 6 = $2.16). Additionally, the waiting-time increment and rate would change from $0.30 per 51 seconds to $0.36 per 61 seconds. Exhibit 2 provides the recommended changes to Section 84.1-6-3, regarding rates, charges, and fares. Exhibit 3 contains a sample billing comparison between current rates and those reflecting the 3.5 percent increase as recommended in the staff proposal.

Table 7 compares the (1) taxicab rates authorized by neighboring jurisdictions, (2) taxicab rates authorized by the Metropolitan Washington Airports Authority for Washington Flyer taxicabs providing service to and from Dulles International Airport, and (3) rates charged by certain Uber services. If the 3.5 percent increase were to be approved, a 7-mile trip would cost $18.26 (not including tip) in Fairfax County while a comparable 7-mile taxicab trip would cost $17.10 in Arlington County, $18.00 in Montgomery County, $18.08 if provided by Washington Flyer, $18.10 in the District of Columbia, and $18.12 in the City of Alexandria.

Table 7. Regional Rate Comparison[6]

	Drop Charge	*1st Mile*	*Per-Mile Charge*	*7-Mile Fare*
UberX	$3.10	$4.40	$1.40	$15.45*
Arlington County	$2.75	$4.50	$2.10	$17.10
Fairfax County – Current	**$3.25**	**$5.05**	**$2.10**	**$17.65**
Montgomery County	$4.00	$6.00	$2.00	$18.00
Washington Flyer (Dulles)	$3.50	$5.12	$2.16	$18.08
District of Columbia	$3.25	$5.14	$2.16	$18.10
City of Alexandria	$3.36	$5.16	$2.16	$18.12
Fairfax County – 3.5% Increase	**$3.50**	**$5.30**	**$2.16**	**$18.26**
Uber Black	$7.00	$10.00	$3.00	$28.00*

* UberX and Uber Black rates are variable and can change upward due to time of day and demand. Fares also include per-minute charges of $0.29 and $0.45, respectively, which are not reflected in the sample charges.

III. Recommendation regarding Penalties for Violation of Chapter 84.1

Operating an unlicensed taxicab within Fairfax County violates Section 84.1-2-1 of the County Code, which provides that "[n]o person will operate or permit to be operated a taxicab or taxicabs in the County without having been approved for and been issued operator's certificates by the County." Under Section 84.1-9, regarding penalties, violation of any provision of Chapter 84.1, including Section 84.1-2-1, is a Class 3 misdemeanor and enforcement rests primarily with the Fairfax County Police Department (FCPD). Va. Code Ann. § 46.2-2066 provides that violations of regulations of a governing body made pursuant to the authority granted in Chapter 46.2 are misdemeanors and punishable by a fine of not more than $100 for the first offense and not more than $500 for each subsequent offense. Therefore, staff recommends that Section 84.1-9-1 be revised to conform to state law. Provided below is the complete text of Section 84.1-9-1 as it currently reads and the proposed revision. The proposed revision, which is also provided in Exhibit 4, deletes the phrase "Class 3" and adds language that tracks the language of Va. Code Ann. Section 46.2-2066:

> CURRENT Section 84.1-9-1. General penalties.
> Any person who violates or causes to be violated any provision of this Chapter will be guilty of a Class 3 misdemeanor.

[6] Fare calculation for a seven mile taxicab trip assumes no waiting time. Under Section 84.1-6-3(c)(3), a passenger may be charged "waiting time" while a taxicab is stopped or slowed for traffic for a speed less than 10 miles per hour.

PROPOSED Section 84.1-9-1. General penalties.
Any person who violates or causes to be violated any provision of this Chapter will be guilty of a ~~Class 3~~ misdemeanor punishable by a fine of not more than $100 for the first offense and not more than $500 for each subsequent offense.

IV. Staff Findings and Recommendations

The following summarizes staff findings and recommendations regarding taxicab rates and penalties for operating an unlicensed taxicab:

Staff recommends a 3.5 percent increase in taxicab rates consistent with the weighted change shown by the Fairfax County Taxicab Industry Price Index (FCTIPI):

- The Code establishes the FCTIPI as the primary measure to assess the need for a change in taxicab rates and fares since the last adoption of rates. A rate change was last adopted in 2012.

- The FCTIPI shows a weighted change of 3.5 percent since the last approved increase (2012) to July 2014. Given that the Code establishes a range of plus or minus 2 percent, it appears a potential taxicab rate increase lies within the range of 1.5 to 5.5 percent.

- Staff examined a number of factors to determine the need for either an upward or downward adjustment of up to 2 percent, as permitted by the Code. On balance, these factors indicate that there is no need for an adjustment and therefore that a rate increase of 3.5 percent, which corresponds to the FCTIPI weighted change, is reasonable.

- A 3.5 percent increase in taxicab rates should be implemented in a manner that does not disproportionately affect a single class of passengers. Staff therefore recommends that a 3.5 percent increase be implemented by:
    - increasing the initial (drop) charge by $0.25, or from $3.25 to $3.50;
    - increasing the per-mile charge by $0.06, or from $2.10 to $2.16;
    - revising the billing increment from 1/7th of a mile to 1/6th of a mile, or from $0.30 per 1/7th mile ($2.10) to $0.36 per 1/6th mile ($2.16); and
    - revising the waiting time increment and rate to correspond to the revised mileage billing increment, or from $0.30 per 51 seconds to $0.36 per 61 seconds.

Staff also recommends that Section 84.1-9 of the County Code be revised so that it conforms to state law.

V. Consumer Protection Commission Recommendations

On September 16, 2014, the Consumer Protection Commission held a public hearing on the matters of a proposed rate increase of 3.5 percent in taxicab fares, and on changes to the Code regarding penalties for the unauthorized provision of taxicab service. At the public hearing, two members of the public spoke, both of whom supported a rate increase for taxicab service. No comments were received on the staff recommendation to revise the Code regarding penalties for the unauthorized provision of taxicab service.

Following the receipt of public comment and discussion, the Consumer Protection Commission voted to recommend to the Board of Supervisors staff's proposal of a 3.5 percent increase in taxicab fares, as well as approval of changes to the Code regarding penalties for the unauthorized provision of taxicab service.

EXHIBIT 1

Fairfax County Code, Chapter 84.1, Article 6,
Rules, Regulations, Rates, Fares, and Charges

EXHIBIT 1

Section 84.1-6-1. Criteria for establishment of rules, regulations, rates, fares, and charges.

In the exercise of its authority to regulate taxicab service, the Board will consider factors relevant to the need to assure safe, economical, adequate, and reliable privately operated taxicab service for the riding public. (4-00-84.1; 56-08-84.1.)

Section 84.1-6-2. Changes to rules, regulations, rates, fares, and charges; procedures.

(a) Changes in any rule, regulation, rate, fare, charge, and or practice thereto, for taxicab services rendered by certificate holders, may be approved by the Board after notice and hearing held by the Commission or upon recommendation of the Director.

(b) On an annual basis the Board may consider changes in rates, fares or charges, upon petition by a certificate holder or a driver association. Any petition filed by a certificate holder or driver association for changes in rates, fares or charges must be filed simultaneously with the Clerk to the Board and the Director by June 30. A copy of such requests must be sent by the Director to the Commission, certificate holders, and any driver association within seven calendar days of submission to the Clerk to the Board.

(c) Any petition for a change in rates, fares or charges will contain the following:

(1) The rates, fares or charges which are proposed for approval; and

(2) A sample billing analysis which will show the cost to riders for trips ranging from one mile to twenty miles in one-mile increments, using existing rates and proposed rates, including for each increment, the percent change.

(d) Rate change petitions will be analyzed by the Director, using information submitted under Section 84.1-5-2, Subsection (c) of this Section, and other relevant data. The Director will use the following standard in consideration of whether the request is justified: The change in the Fairfax County Taxicab Industry Price Index since the last adoption of rates (plus or minus two percent), in the Fairfax County Taxicab Industry Price Index, which is in the following form:

Fairfax County Taxicab Price Index

Taxicab Cost Element	BLS Index	Weight
Salaries, Wages, and Profits	CPI	0.62

EXHIBIT 1

Vehicle Purchase	New Cars	0.14
Fuel	Motor Fuel	0.11
Insurance and Other	Other Private Transportation Services	0.08
Maintenance, Parts, and Equipment	Private Transportation Maintenance and Repairs	0.05
TOTAL COMPOSITE INDEX		1.00

(e) The Commission will review all recommendations or petitions for rate changes, along with the report of the Director, and the Commission will hold a hearing to consider evidence related to such recommendations or petitions for changes in rates, fares and charges, or any rule, regulation, or practice thereto, as soon as analysis and scheduling permit. After holding a public hearing and after such further investigation as the Commission may deem advisable, the Director will convey the recommendations of the Commission and the Director concerning the appropriate taxicab rates to the Board for consideration and approval.

(f) Except for emergency rate relief, certificate holders will provide notice to the public of proposed changes in fares, rates, charges, rules, regulations or practices thereto, by means of a sign posted in a conspicuous place in each of their vehicles operated as taxicabs in Fairfax County. Such notice will be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and will contain substantially the following legend:

Notice of Proposed Fare Change
(Insert the Name of the Certificate Holder)

A proposed change in taxicab fares is under consideration by the Fairfax County government. The proposed fares are: (Insert description of the proposed changes). The proposed taxicab fare change will be considered by the Consumer Protection Commission at a public hearing on (insert date, time, and location). Any interested person may appear before the Commission to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable Communications and Consumer Protection at 703-222-8435.

Notices with respect to the request for a rate change will be posted at least 15 calendar days prior to the Consumer Protection Commission public hearing and the

Board of Supervisor's public hearing and will remain posted until the change in fares is denied or becomes effective.

(g) Emergency rate relief requests will be considered in as timely a manner as possible, under the same procedures and criteria as set forth herein, except that emergency rate relief petitioners must demonstrate that dire financial needs as a result of circumstances beyond their control necessitate an increase prior to the next annual filing period. The filing date requirement found in 84.1-6-2(c) does not apply to an Emergency rate relief request. A rate review according to Section 84.1-6-2, Subsections (a) through (f) will supersede any rate change granted on an emergency basis. (4-00-84.1; 56-08-84.1.)

Section 84.1-6-3. Rates, fares, and charges established.

(a) Rates, fares, and charges for transportation and related services performed by certificate holders and their driver agents will be established as set forth herein upon the approval by ordinance by the Board.

(b) It will be unlawful for the certificate holder or driver of any taxicab to charge, or knowingly allow to be charged, any fare or service charge except as is provided in this Article.

(c) Taxicab Rates

(1) Mileage Rate

first one-seventh of a mile or fraction thereof $3.25

each subsequent one-seventh of a mile or fraction thereof $0.30

(2) Additional Passenger Rate

For each passenger over 12 years of age, entering and departing the taxicab at the same location as any other passenger $1.00

When more than one passenger enters a taxicab at the same time bound for different destinations, the fare will be charged as follows: Whenever a passenger gets out the fare will be paid and the meter will be reset, at the next destination when the passenger gets out the fare will be paid, and the meter will be reset.

(3) Waiting Time - For each 51 seconds of waiting time $0.30

Time begins five minutes after the appointed pickup time and arrival at the place where the taxicab was called. (No time will be charged for early response to the call.) Waiting time may be charged while the taxicab is stopped, or slowed for traffic for a speed less than ten miles per hour. While such time is charged, there will be no charge for mileage. Time consumed for delays or stopovers in route at the direction of the

passenger. Waiting time does not include time lost caused by the inefficiency of a taxicab or a taxicab driver.

(4) Other Charges - None of the charges authorized below will be allowed unless the driver informs the passenger of such charges at the point of pickup.

Grocery bags - or similar sized articles, per item handled by the driver in excess of two bags per passenger (Not to exceed $1.00 charge per passenger) $0.25

Luggage - per item (If handled by the driver) $0.50

Large luggage - minimum of three cubic feet. (If handled by the driver) $2.00

Personal service - Each time the driver is required to leave the vicinity of the taxicab at the request of the passenger will constitute a separate personal service. No such charge will be made for an individual with a disability $0.75

All service animals will be transported and free of charge when accompanying an individual with a disability .....No Charge

Animals (other) - will be transported only at the discretion of the driver and only if the passenger agrees to keep the animal under control. A charge for each animal will not exceed $1.00

(5) Tolls - paid by the driver along a route to a passenger's destination may be added to the passenger's fare provided the passenger was informed of the toll and given the option of taking an alternative route which does not require the payment of the toll. If more than one passenger is transported, the driver may not recover more than the total toll actually paid during the trip.

(6) Surcharge - Where the taxicab driver paid an airport surcharge the surcharge may be added to the fare of the trip.

(7) Cleaning Charge - If the taxicab is left in an unsanitary condition which requires the taxicab to be cleaned immediately after completion of the trip $4.00

(8) Rate cards provided by the Department of Cable Communications and Consumer Protection will be posted in such a manner as to be easily visible to all passengers in a taxicab.

(9) A notice, provided by the Department of Cable Communications and Consumer Protection will be posted in each taxicab in such a manner as to be easily visible to all passengers. That notice will advise passengers that comments and complaints about taxicab service may be directed to

the Fairfax County Department of Cable Communications and Consumer Protection, and the notice will include the address and phone number to which such comments and complaints may be forwarded.

(10) When a driver has taken into a taxicab a passenger for transportation and has actually begun the transportation of such passenger, no other person will be received by the driver into such taxicab until the destination is reached, without the consent of such original passenger; and except as otherwise provided herein, no charge will be made for an additional passenger except when the additional passenger rides beyond the original passenger's destination, and then only for the additional distance traveled.

(11) Operators may offer to senior citizens and persons with disabilities discounts for taxicab service in an amount not to exceed 25 percent for all applicable rates and charges for transportation and other services.

(A) Any operator offering a discount rate must make the rate available to both senior citizens and individuals with disabilities.

(B) Any such discount rate and the eligibility criteria for the discount rate must be posted by the operator offering the discount in each taxicab for which it holds a certificate.

(C) Notice of any discontinuance or modification of a discount rate must be posted by the operator in each taxicab for which it holds a certificate 30 calendar days prior to being discontinued or modified.

(D) Any such discount rate and a description of how it will be implemented must be registered with the Director 30 calendar days prior to the discount being offered.

(E) Discontinuance or modification of a discount rate program must be registered with the Director 30 calendar days prior to being discontinued or modified. (4-00-84.1; 2-01-84.1; 24-05-84.1; 56-08-84.1; 30-12-84.1.)

EXHIBIT 2

Proposed Revisions to Section 84.1-6-3,
Rates, Fares, and Charges Established
With Staff Recommended Changes

EXHIBIT 2

Section 84.1-6-3. Rates, fares, and charges established.

(a) Rates, fares, and charges for transportation and related services performed by certificate holders and their driver agents will be established as set forth herein upon the approval by ordinance by the Board.

(b) It will be unlawful for the certificate holder or driver of any taxicab to charge, or knowingly allow to be charged, any fare or service charge except as is provided in this Article.

(c) Taxicab Rates

(1) Mileage Rate

first one-~~seventh~~ sixth of a mile or fraction thereof .....~~$3.25~~ $3.50

each subsequent one-~~seventh~~ sixth of a mile or fraction thereof .....~~$0.30~~ $0.36

(2) Additional Passenger Rate

For each passenger over 12 years of age, entering and departing the taxicab at the same location as any other passenger $1.00

When more than one passenger enters a taxicab at the same time bound for different destinations, the fare will be charged as follows: Whenever a passenger gets out the fare will be paid and the meter will be reset, at the next destination when the passenger gets out the fare will be paid, and the meter will be reset.

(3) Waiting Time - For each ~~51~~ 61 seconds of waiting time .....~~$0.30~~ $0.36

Time begins five minutes after the appointed pickup time and arrival at the place where the taxicab was called. (No time will be charged for early response to the call.) Waiting time may be charged while the taxicab is stopped, or slowed for traffic for a speed less than ten miles per hour. While such time is charged, there will be no charge for mileage. Time consumed for delays or stopovers in route at the direction of the passenger. Waiting time does not include time lost caused by the inefficiency of a taxicab or a taxicab driver.

(4) Other Charges - None of the charges authorized below will be allowed unless the driver informs the passenger of such charges at the point of pickup.

Grocery bags - or similar sized articles, per item handled by the driver in excess of two bags per passenger (Not to exceed $1.00 charge per passenger) $0.25

Luggage - per item (If handled by the driver) $0.50

Large luggage - minimum of three cubic feet. (If handled by the driver) $2.00

Personal service - Each time the driver is required to leave the vicinity of the taxicab at the request of the passenger will constitute a separate personal service. No such charge will be made for an individual with a disability $0.75

All service animals will be transported and free of charge when accompanying an individual with a disability .....No Charge

Animals (other) - will be transported only at the discretion of the driver and only if the passenger agrees to keep the animal under control. A charge for each animal will not exceed $1.00

(5) Tolls - paid by the driver along a route to a passenger's destination may be added to the passenger's fare provided the passenger was informed of the toll and given the option of taking an alternative route which does not require the payment of the toll. If more than one passenger is transported, the driver may not recover more than the total toll actually paid during the trip.

(6) Surcharge - Where the taxicab driver paid an airport surcharge the surcharge may be added to the fare of the trip.

(7) Cleaning Charge - If the taxicab is left in an unsanitary condition which requires the taxicab to be cleaned immediately after completion of the trip $4.00

(8) Rate cards provided by the Department of Cable Communications and Consumer Protection will be posted in such a manner as to be easily visible to all passengers in a taxicab.

(9) A notice, provided by the Department of Cable Communications and Consumer Protection will be posted in each taxicab in such a manner as to be easily visible to all passengers. That notice will advise passengers that comments and complaints about taxicab service may be directed to the Fairfax County Department of Cable Communications and Consumer Protection, and the notice will include the address and phone number to which such comments and complaints may be forwarded.

(10) When a driver has taken into a taxicab a passenger for transportation and has actually begun the transportation of such passenger, no other person will be received by the driver into such taxicab until the destination is reached, without the consent of such original passenger; and except as otherwise provided herein, no charge will be made for an additional passenger except when the additional passenger rides beyond the

original passenger's destination, and then only for the additional distance traveled.

(11) Operators may offer to senior citizens and persons with disabilities discounts for taxicab service in an amount not to exceed 25 percent for all applicable rates and charges for transportation and other services.

(A) Any operator offering a discount rate must make the rate available to both senior citizens and individuals with disabilities.

(B) Any such discount rate and the eligibility criteria for the discount rate must be posted by the operator offering the discount in each taxicab for which it holds a certificate.

(C) Notice of any discontinuance or modification of a discount rate must be posted by the operator in each taxicab for which it holds a certificate 30 calendar days prior to being discontinued or modified.

(D) Any such discount rate and a description of how it will be implemented must be registered with the Director 30 calendar days prior to the discount being offered.

(E) Discontinuance or modification of a discount rate program must be registered with the Director 30 calendar days prior to being discontinued or modified.

EXHIBIT 3

Sample Billing Analysis

EXHIBIT 3

SAMPLE BILLING ANALYSIS

Initial (Drop) Charge of $3.50 and Mileage Charge of $2.16

Trip Length (Miles)	Current Trip Cost	Proposed Trip Cost	% Increase Over Current Trip Cost
1	$5.05	$5.30	5.0%
2	$7.15	$7.46	4.3%
3	$9.25	$9.62	4.0%
4	$11.35	$11.78	3.8%
5	$13.45	$13.94	3.6%
6	$15.55	$16.10	3.5%
7	**$17.65**	**$18.26**	**3.5%**
8	$19.75	$20.42	3.4%
9	$21.85	$22.58	3.3%
10	$23.95	$24.74	3.3%
11	$26.05	$26.90	3.3%
12	$28.15	$29.06	3.2%
13	$30.25	$31.22	3.2%
14	$32.35	$33.38	3.2%
15	$34.45	$35.54	3.2%
16	$36.55	$37.70	3.1%
17	$38.65	$39.86	3.1%
18	$40.75	$42.02	3.1%
19	$42.85	$44.18	3.1%
20	$44.95	$46.34	3.1%

EXHIBIT 4

Proposed Revisions to Section 84.1-9-1,
General Penalties
With Staff Recommended Changes

EXHIBIT 4

Section 84.1-9-1. General penalties.

Any person who violates or causes to be violated any provision of this Chapter will be guilty of a ~~Class 3~~ misdemeanor punishable by a fine of not more than $100 for the first offense and not more than $500 for each subsequent offense.

AN ORDINANCE AMENDING
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO PUBLIC TRANSPORTATION

Draft of October 28, 2014

Changes from advertised version are shown in [brackets]

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 84.1-6-3 and 84.1-9-1, all relating to rates, charges and penalties for taxicab service.

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

1. **That Sections 84.1-6-3 and 84.1-9-1 of the Fairfax County Code are amended and readopted as follows:**

Section 84.1-6-3. Rates, fares, and charges established.

(a) Rates, fares, and charges for transportation and related services performed by certificate holders and their driver agents will be established as set forth herein upon the approval by ordinance by the Board.

(b) It will be unlawful for the certificate holder or driver of any taxicab to charge, or knowingly allow to be charged, any fare or service charge except as is provided in this Article.

(c) Taxicab Rates

(1) Mileage Rate

first one-~~seventh~~ sixth of a mile or fraction thereof .....~~$3.25~~ $3.50

each subsequent one-~~seventh~~ sixth of a mile or fraction thereof .....~~$0.30~~ $0.36

(2) Additional Passenger Rate

For each passenger over 12 years of age, entering and departing the taxicab at the same location as any other passenger $1.00

When more than one passenger enters a taxicab at the same time bound for different destinations, the fare will be charged as follows: Whenever a passenger gets out the fare will be paid and the meter will be reset, at the next destination when the passenger gets out the fare will be paid, and the meter will be reset.

(3) Waiting Time - For each ~~51~~ 61 seconds of waiting time .....~~$0.30~~ $0.36

Time begins five minutes after the appointed pickup time and arrival at the place where the taxicab was called. (No time will be charged for early

response to the call.) Waiting time may be charged while the taxicab is stopped, or slowed for traffic for a speed less than ten miles per hour. While such time is charged, there will be no charge for mileage. Time consumed for delays or stopovers in route at the direction of the passenger. Waiting time does not include time lost caused by the inefficiency of a taxicab or a taxicab driver.

(4) Other Charges - None of the charges authorized below will be allowed unless the driver informs the passenger of such charges at the point of pickup.

Grocery bags - or similar sized articles, per item handled by the driver in excess of two bags per passenger (Not to exceed $1.00 charge per passenger) $0.25

Luggage - per item (If handled by the driver) $0.50

Large luggage - minimum of three cubic feet. (If handled by the driver) $2.00

Personal service - Each time the driver is required to leave the vicinity of the taxicab at the request of the passenger will constitute a separate personal service. No such charge will be made for an individual with a disability $0.75

All service animals will be transported and free of charge when accompanying an individual with a disability .....No Charge

Animals (other) - will be transported only at the discretion of the driver and only if the passenger agrees to keep the animal under control. A charge for each animal will not exceed $1.00

(5) Tolls - paid by the driver along a route to a passenger's destination may be added to the passenger's fare provided the passenger was informed of the toll and given the option of taking an alternative route which does not require the payment of the toll. If more than one passenger is transported, the driver may not recover more than the total toll actually paid during the trip.

(6) Surcharge - Where the taxicab driver paid an airport surcharge the surcharge may be added to the fare of the trip.

(7) Cleaning Charge - If the taxicab is left in an unsanitary condition which requires the taxicab to be cleaned immediately after completion of the trip $4.00

(8) Rate cards provided by the Department of Cable [~~Communications~~ and Consumer ~~Protection~~ Services] will be posted in such a manner as to be easily visible to all passengers in a taxicab.

(9) A notice, provided by the Department of Cable [~~Communications~~ and Consumer ~~Protection~~ Services] will be posted in each taxicab in such a manner as to be easily visible to all passengers. That notice will advise passengers that comments and complaints about taxicab service may be directed to the Fairfax County Department of Cable [~~Communications~~ and Consumer ~~Protection~~ Services] and the notice will include the address and phone number to which such comments and complaints may be forwarded.

(10) When a driver has taken into a taxicab a passenger for transportation and has actually begun the transportation of such passenger, no other person will be received by the driver into such taxicab until the destination is reached, without the consent of such original passenger; and except as otherwise provided herein, no charge will be made for an additional passenger except when the additional passenger rides beyond the original passenger's destination, and then only for the additional distance traveled.

(11) Operators may offer to senior citizens and persons with disabilities discounts for taxicab service in an amount not to exceed 25 percent for all applicable rates and charges for transportation and other services.

(A) Any operator offering a discount rate must make the rate available to both senior citizens and individuals with disabilities.

(B) Any such discount rate and the eligibility criteria for the discount rate must be posted by the operator offering the discount in each taxicab for which it holds a certificate.

(C) Notice of any discontinuance or modification of a discount rate must be posted by the operator in each taxicab for which it holds a certificate 30 calendar days prior to being discontinued or modified.

(D) Any such discount rate and a description of how it will be implemented must be registered with the Director 30 calendar days prior to the discount being offered.

(E) Discontinuance or modification of a discount rate program must be registered with the Director 30 calendar days prior to being discontinued or modified.

Section 84.1-9-1. General penalties.

Any person who violates or causes to be violated any provision of this Chapter will be guilty of a ~~Class 3~~ misdemeanor punishable by a fine of not more than $100 for the first offense and not more than $500 for each subsequent offense.

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

3. **That the provisions of this ordinance shall take effect on December 6, 2014.**

GIVEN under my hand this day of _____ 2014.

_____

Clerk to the Board of Supervisors

Board Agenda Item
November 18, 2014

4:00 p.m.

Public Hearing on the Issuance of a County Revenue Bond to Finance Silver Line Parking Garages Through the Fairfax County Economic Development Authority

ISSUE:
Public hearing to consider the issuance of a County Revenue Bond, an element of the plan to finance Silver Line parking garages in Fairfax County through the Fairfax County Economic Development Authority.

RECOMMENDATIONS:
The County Executive recommends that, as required by the Public Finance Act, the Board of Supervisors conduct a public hearing on the proposed issuance of a County revenue bond to finance Silver Line parking garages through the Fairfax County Economic Development Authority. At the conclusion of the public hearing, 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 Silver Line parking garages (the "County Resolution").
- Approval of the form and authorization to execute of the Loan Agreement (including the Form of Bond) between the EDA and Board of Supervisors, which 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 "Loan Agreement").
- Approval of the form of the 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 "Trust Agreement").
- The County Executive further recommends that each of the approvals detailed above be contingent on the closing of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan to the County.

TIMING:
On October 28, 2014, the Board authorized a public hearing to be held on November 18, 2014, at 4:00 p.m.

BACKGROUND:
In exchange for a commitment from the United States Department of Transportation to make the TIFIA loan proceeds available to the County, the County agreed that it would use its best efforts to build two new parking garages at the to-be-built Herndon and Innovation Center Metrorail stations. Despite the County's extensive negotiations with TIFIA, final terms on the loan agreement have not been reached and a closing date has not been set. Nevertheless, in the event the County elects to build these garages, it must begin developing the financing for these garages now so that construction of the garages may begin in coordination with construction of Phase II of the Silver Line project.

Assuming the County agrees to build these garages, the County will own and operate these two parking facilities. Given the estimated costs of constructing these parking garages (approximately $115 million), it is recommended that the County finance these costs. Specifically, staff proposes that the Board request the Fairfax County Economic Development Authority issue Metrorail Parking System Revenue Bonds for this purpose in an amount not to exceed $142 million. The proceeds of these bonds would then be loaned to the County pursuant to the terms of the Loan Agreement (Attachment 1). The County would repay the EDA using a combination of parking surcharge revenues from the existing Metrorail Parking Facilities in Fairfax County and revenues from new Metrorail Parking Facilities owned by the County.

The Plan of Finance
The current parking fee at the Metrorail Parking Facilities in Fairfax County operated by the Washington Metropolitan Area Transportation Authority (WMATA) is composed of two parts: (1) a base fee used to pay for operation and maintenance costs; and (2) a surcharge that is used to pay the outstanding debt service on existing Metrorail Parking Facilities. Under the existing surcharge agreement, WMATA holds the collected surcharge revenue and disburses it upon the County's request.

WMATA, however, has agreed to amend the surcharge agreement. The updated surcharge agreement, as fully detailed in the October 28, 2014, Action Item, transfers custody of the surcharge revenues to the County and will allow the County to use parking surcharge revenues to offset costs for financing the construction of the new garages at the Herndon and Innovation Center Stations.

The surcharge account has an available balance of approximately $19 million and receives an additional $5 million annually, with $3 million of that available to the County following payment of $2 million in outstanding debt service on existing Metrorail Parking Facilities. Under the revised surcharge agreement, "surcharge revenues can only be used for planning, development, financing (including, but not limited to, the payment of

debt service), construction, operation, maintenance, insurance, improvement and expansion" of the Metrorail Parking Facilities.

In addition to the surcharge revenues, the County will use the parking fees collected at the Herndon and Innovation Center Metrorail Parking Facilities to pay the financed costs of constructing the two new parking facilities. These parking fees are projected to generate an additional $5 million annually.

FISCAL IMPACT:
The revenues received under the amended surcharge agreement and the parking fees will be deposited into a new Parking Revenue Fund that will be created to manage these surcharge and parking fees and the expenses associated with the County owned Metrorail parking facilities. It is estimated that the total revenue deposited annually into this new Parking Revenue Fund will be approximately $10 million annually, and all of this revenue will be dedicated to offset the costs of financing, operations, and maintenance that are related to the County owned parking facilities. The one-time transfer of approximately $19 million (as of June 2014) from the parking surcharge account balance at WMATA to the County is currently planned to be used to reduce the amount of debt issued to construct the Herndon and Innovation Metrorail Stations parking facilities. This is a similar financing structure that was used to construct previous County parking garages that included Huntington, Vienna I, and Vienna II. In the past, revenues from the parking garage account were also used to supplement other funding for parking garages at the West-Falls Church and Franconia-Springfield Metrorail Stations.

ENCLOSED DOCUMENTS:
Attachment 1 – Loan Agreement
Attachment 2 – Form of Bond (Exhibit B to Loan Agreement)
Attachment 3—Resolution
Attachment 4—Trust Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Division Chief, Coordination & Funding Division, FCDOT
Erin C. Ward, Senior Assistant County Attorney
Patricia Moody McCay, Assistant County Attorney
Joe LaHait, Debt Coordinator, Department of Management & Budget

County & EDA

LOAN AGREEMENT

This Loan Agreement (this "Loan Agreement"), dated as of _____, 201_, by and between the Fairfax County Economic Development Authority ("EDA") and the Board of Supervisors of Fairfax County, Virginia (the "County").

SECTION I. DEFINITIONS

For purposes of this Loan Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the following respective meanings:

"Additional Payments" shall have the meaning set forth in Section 3.01(d).

"additional project" means any additional parking facilities, to be financed and controlled by the County, to be constructed and operated to provide parking for Metrorail patrons and designated as such by resolution of the Board of Supervisors of the County.

"Basic Payments" means the payments made or to be made by the County, to or for the account of EDA, in respect of scheduled interest and principal payments on the EDA Bonds.

"Bond Payment Date" means each Interest Payment Date and Principal Payment Date on the EDA Bonds.

"County Bond" means the bond, in the form as set forth in Exhibit B hereto, to be issued by the County to EDA to evidence the obligation of the County to make the Basic Payments.

"County Payments" means the Additional Payments and Basic Payments.

"EDA Bonds" means the $_____ Fairfax County Economic Development Authority Fairfax County Metrorail Parking System [Project] Revenue Bonds Series 201_, dated _____, 20__.

"fiscal year" means the fiscal year of the County. As of the date of this Loan Agreement, the County's fiscal year begins on July 1 of one calendar year and ends on June 30 of the next succeeding calendar year.

"Holder of the EDA Bonds" means collectively the registered owner and, if the registered owner is a nominee, the beneficial owners of the EDA Bonds.

"Interest Payment Date" means each _____ _ and _____ _, commencing ___ _, 201_ each such date being a date when interest is scheduled to be due and payable on the EDA Bonds.

"Loan Agreement" means this Loan Agreement as the same may be amended by written agreement of the parties with the consent of the Holder of the EDA Bonds as provided in Section 4.04 hereof.

"Net Metrorail Parking System Revenues" means the net revenues realized by the County from the operation of its Fairfax County Metrorail Parking System and credited to the County's Metrorail Parking System Revenues Subfund in the Special Fund, such net revenues in any period being the difference between the gross revenues of such System in such period and the current expenses of the County in such period in operating and maintaining such System.

"Pledged Revenues" has meaning given to such term in Section 3.02 hereof.

"Principal Payment Date means each _____ _ upon which the principal of any Bond is due and payable (whether at maturity or upon sinking fund redemption).

"Project" means collectively the parking facilities, to be financed and owned by the County, planned for the Herndon Station and the Innovation Center Station on WMATA's Silver Line and to be constructed and operated to provide parking for Metrorail patrons at such Stations.

"project" means any one, and "projects" means collectively all, of the parking facilities included in the definitions of Project and "additional projects."

"Purchaser" [means the underwriter or underwriters that shall have been awarded the EDA Bonds pursuant to [competitive bidding or negotiated sale] and shall purchase the EDA Bonds from EDA on the date hereof.]

"Special Fund" means the Metrorail Parking Pledged Revenues Fund, a special revenues fund established on the books of account of the County, containing two subfunds: the Metrorail Parking System Revenues Subfund and the Metrorail Parking System Surcharge Revenues Subfund.

"Surcharge Revenues" means certain parking surcharge fees on parking spaces within certain WMATA controlled parking facilities collected by WMATA and transferred to the County for deposit in the County's Metrorail Parking Surcharge Revenues Subfund in the Special Fund.

"System" or "Fairfax County Metrorail Parking System" means the initial system, created and defined by resolution, adopted on November 18, 2014, by the Board of Supervisors of the County, of parking facilities serving various Metrorail Stations in the County, being the County controlled parking garages at the Wiehle-Reston East, Herndon and Innovation Center Metrorail Stations, and includes any additional projects designated as such by resolution of the Board of Supervisors of the County.

"Trust Agreement" means the Trust Agreement, dated as of _____, 201_ between EDA and the Trustee, pursuant to which EDA assigns to the Trustee the County Bond and substantially all of EDA's rights under this Loan Agreement, including EDA's rights to receive County Payments under, and to enforce the terms and provisions of, this Loan Agreement.

"Trustee" means _____ with a principal corporate office in _____.

"WMATA" means Washington Metropolitan Area Transit Authority.

SECTION II. ISSUANCE OF THE EDA BONDS BY EDA

Section 2.01. Issuance of the EDA Bonds. EDA agrees to issue the EDA Bonds on or before _____, 20__. The Purchaser has agreed to buy the EDA Bonds from EDA on or about _____, 20__.

Section 2.02. Purpose for the Issuance of the EDA Bonds. EDA agrees to loan the net proceeds of the EDA Bonds to the County in order for the County to apply such funds, together with other funds available for the purpose, to the construction of the Project and to pay for certain costs of issuance of the EDA Bonds, all as approved by the County, and for no other purpose, all pursuant to the terms of the Trust Agreement.

SECTION III. UNDERTAKINGS BY THE COUNTY

Section 3.01. Basic Payments and Additional Payments. (a) The County hereby agrees to make Basic Payments on each Bond Payment Date as set forth on **Exhibit A** hereto subject to the provisions of Section 3.02. The County shall evidence its obligation to make the Basic Payments by issuing and delivering to EDA the County Bond in the form as set forth on **Exhibit B**.

(b) The County may, at its option, prepay the Basic Payments in whole or in part on any date on or after _____, 20__ 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 redemption of the EDA Bonds in accordance with their terms. Upon such redemption, EDA shall credit the principal amount of the EDA Bonds so redeemed against the Basic Payments and reduce the remaining Basic Payments otherwise payable in an amount equal to the sum of (i) the principal amount of the EDA Bonds so redeemed, (ii) the interest on the EDA Bonds so redeemed and (iii) the interest that would have accrued on such EDA Bonds so redeemed but for such redemption.

(c) The County also agrees to make as Additional Payments for the Project all other amounts (other than Basic Payments) payable by the County to EDA under this Loan Agreement as set forth below in subsection (d) of this Section 3.01.

(d) The County will pay as Additional Payments the following:

1) all reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) of the Trustee and, to the extent permitted by law, the costs and expenses of holding the Trustee harmless 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 including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing the Project, the preparation of this Loan Agreement and the Trust Agreement, any expenses payable by EDA under the Trust Agreement and not otherwise payable by the County under this Loan Agreement, and, to the extent permitted by law, the costs and expenses of holding EDA harmless 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 Loan Agreement or the EDA Bonds or the Trust Agreement.

Section 3.02. Payments from Special Fund. The obligation of the County to make the County Payments under this Loan Agreement is limited to, and the County hereby pledges to such County Payments, the "Pledged Revenues" credited to the Special Fund, such Pledged Revenues being the (i) the Net Metrorail Parking System Revenues credited to the Metrorail Parking System Revenues Subfund of the Special Fund and (ii) the Surcharge Revenues credited to the Metrorail Parking Surcharge Revenues Subfund of the Special Fund.

Section 3.03. County Covenants. (a) The County covenants that it will set, maintain and adjust from time to time the rates and charges for the services of the Fairfax County Metrorail Parking System such that in each fiscal year the sum of the Pledged Revenues and the available funds in the Special Fund is at least sufficient to pay all of the obligations of the County payable from such Fund, including the County Payments scheduled to become due in such fiscal year. It shall not constitute a breach of the foregoing covenant if the sum of the Pledged Revenues in any fiscal year is less than the sum required by such covenant unless there is a default in payment on the EDA Bonds.

(b) The County may issue or incur additional indebtedness payable from Pledged Revenues for an additional project or additional projects or to refund or refinance the County Bond or any such additional indebtedness or other System obligation payable from Pledged Revenues, such additional indebtedness to be secured by a separate loan agreement or similar contract; provided, however, that other than the County Bond and the County Payments owing in respect of the County Bond and on account of the [initial] Fairfax County Metrorail Parking System [Project] Revenue Bond, Series ….., the County covenants that it will not issue or incur any additional indebtedness payable from the Pledged Revenues, whether for an additional project or to refund or pay any System indebtedness or other System obligation unless the County shall have first delivered to EDA or its assignee the following:

(i) A certificate of the County's chief financial officer that the County was in compliance with its covenant set forth in subsection (a) of this Section in each of the last [two] fiscal years [for which audited financial statements are available],

(ii) A certificate of the County's chief financial officer setting forth (A) the amount of the County Payments scheduled to become due in each fiscal year beginning with the current fiscal year and ending with the final maturity of the EDA Bonds, which County Payments may be reduced in each of the fiscal years by the amounts, if any, set aside with the Trustee from the proceeds of the EDA Bonds or from the balance to the credit of the Special Fund to pay interest on the EDA Bonds ("Adjusted County Payments") and (B) the maximum amount of Adjusted County Payments scheduled to become due in any fiscal year referred to clause (A) of this paragraph, and

(iii) A written estimate of the County's chief financial officer, who may rely on the forecast of another County employee or independent consultant, of, (I) separately, the Net Metrorail Parking System Revenues and the Surcharge Revenues to be received by the County in (W) any previous fiscal year for which audited financial statements are not available, (X) the current fiscal year, (Y) if applicable, each fiscal year prior to the first complete fiscal year in which the additional project for which the EDA Bonds are to be issued is projected to be placed in service, and (Z) the first five fiscal years following the last fiscal year in which any project for which EDA Bonds have been or are being issued and is not yet in service is projected to be placed in service or, if there is no such project, for the next three fiscal years, (II) the balances to the credit of the Special Fund as of the end of each such fiscal year, and (III) the anticipated transfers to the Special Fund of non-general funds to be appropriated for each such fiscal year, and

(c) A certificate of the chief financial officer of the County stating that the percentage derived by dividing (i) each of the amounts for each of the fiscal years referred to in the applicable subclauses (W), (X) and (Y) of clause (I) provided in the estimate required by paragraph (iii) of subsection (b) of this Section by the amounts for the same fiscal years set forth in the estimate required by clause (A) of paragraph (ii) of subsection (b) of this Section is not less than 100% and (ii) for each applicable fiscal year the sum of the amounts referred to in subclause (Z) of clause (I), in clause (II) and in clause (III) of paragraph (iii) of subsection (b) of this Section provided in the estimate required by such paragraph by the amount set forth in the certificate required by clause (B) of paragraph (ii) of subsection (b) of this Section is not less than 100%.

(d) (i) The County covenants that it will cause each project to be constructed in conformity with law and all requirements of all other governmental authorities having jurisdiction and that it will cause each project to be completed with all expedition practicable.

(ii) The County shall require adequate performance and payment bonds, or their legal equivalent, in connection with contracts for the construction of each project and will cause each contractor to carry such worker's compensation or employers' liability insurance as may be required by law and such public liability and property damage insurance, including provisions to

indemnify and save the County harmless, and such builders' risk insurance, if any, as the County may deem appropriate.

(iii) The County covenants that it will establish and enforce reasonable rules and regulations governing the use of the System and the operation thereof, that all conditions of employment and all compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the System will be reasonable, that no more persons will be employed by it than are necessary, that all persons employed by it will be qualified for their respective positions, that it will maintain and operate the System in an efficient and economical manner, that, from the revenues of the System and from any other available moneys, it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements of the System, and that it will, in a manner not inconsistent with this Loan Agreement, comply, subject to the right to contest, with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the System; provided, however, that nothing in this Loan Agreement shall prohibit the County from contracting on reasonable terms with others for the operation and/or maintenance of all or any part or function of the System.

(iv) The County covenants that, except as permitted by this Loan Agreement, it will not create or suffer to be created any lien or charge upon the System or upon the Pledged Revenues, and that, from the revenues of the System or other available funds, it will pay all taxes and assessments, or payments in lieu thereof, or other municipal or governmental charges lawfully levied or assessed upon the System or the Pledged Revenues, and that it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or the Pledged Revenues; provided, however, that nothing in this clause shall require the County to pay or cause to be discharged, or make provision for, any such tax, assessment, lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(v) The County covenants that it will maintain, or cause to be maintained, a practical insurance program, with reasonable terms, conditions, provisions and costs, which the County determines (i) will afford adequate protection against loss caused by damage to or destruction of the System or any part thereof and (ii) will include reasonable liability insurance on the System for bodily injury and property damage resulting from the construction or operation of the System. All such insurance policies shall be carried in a responsible insurance company or companies authorized and qualified to assume the risks thereof, provided that the County may self insure against public liability for bodily injury and property damage, loss of revenues or other revenues normally covered by use and occupancy insurance and other risks not enumerated herein in accordance with and as permitted by law and up to such levels as the County's senior risk manager may be recommend.

(vi) The County further covenants that, immediately after any substantial damage to or destruction of the System or any part thereof, it will cause plans and specifications for

repairing, replacing or reconstructing the damaged or destroyed property (either in accordance with the original or a different design) and an estimate of the cost thereof to be prepared. The proceeds of all insurance received in the circumstances described in the preceding paragraph shall be credited to the Fairfax County Metrorail Parking System Revenues Subfund and to the extent necessary shall be applied to the repair, replacement or reconstruction of the damaged or destroyed property. Nothing in the foregoing sentence, however, shall obligate the County to repair or replace any System facility if the County determines otherwise and the Chief Financial Officer of the County states in writing that such failure is not expected to adversely affect the County's ability to comply with the provisions of its covenant in subsection (a) of this Section.

The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

(vii) The County covenants that it will:

(A) Keep accurate books and records of, and compile financial statements reflecting, the revenues credited and expenditures charged to the Special Fund, all in accordance with applicable generally accepted accounting principles.

(B) Cause an audit to be performed, and a report prepared thereon, of such financial statements for each fiscal year in accordance with generally accepted auditing standards by an independent public accountant, or firm of such accountants.

(C) Within thirty (30) days after receipt of the audit report mentioned above, make public a copy of the audited annual financial statements, accompanied by the opinion of the auditor.

(viii) The County may from time to time sell, exchange or otherwise dispose of any System facilities, equipment, motor vehicles, machinery, fixtures, apparatus, tools, instruments or other movable property if it determines that such articles are no longer needed or are no longer useful in connection with the System or that such disposition would not adversely affect the ability of the County to comply with its covenant in subsection (a) of this Section, and the proceeds thereof shall be credited to the Metrorail Parking System Revenues Subfund in the Special Fund.

(ix) The County covenants that, on or before the 90th day preceding the first day of each Fiscal Year, it will prepare with respect to the System a preliminary budget of Pledged Revenues, current expenses and capital expenditures for the ensuing Fiscal Year. The County further covenants that on or before the last day in such fiscal year it will finally adopt a budget of Pledged Revenues and System current expenses and the budget of capital expenditures for the System for the ensuing fiscal year (which budgets together with any amendments thereof or supplements thereto as hereinafter permitted being herein sometimes collectively called the "annual budget").

Each such budget of capital expenditures shall show separately the amounts, if any, to be expended during such fiscal year from moneys derived from indebtedness and from moneys credited to the Special Fund, together with a statement of the purposes for which such amounts are to be expended.

(x) The County covenants that moneys in the Special Fund used for the payment of the System current expenses and capital expenditures will not exceed an amount which is reasonable and necessary for maintaining, repairing and operating the System in an efficient and economical manner, and that the total amount of such current expenses and capital expenditures in any fiscal year will not exceed the amount provided therefor in the annual budget for such fiscal year or any amendment thereof or supplement thereto unless such expenses or expenditures shall be required by conditions beyond the control of the County happening during such fiscal year and which could not reasonably have been contemplated at the time of the adoption of the annual budget.

(xi) Notwithstanding any other provision of this Loan Agreement, the County may, at any time or from time to time, issue or incur subordinate indebtedness and obligations for any purpose of the County in connection with the System. Such subordinate indebtedness or obligations shall be payable out of and may be secured by a pledge of such amounts in the Special Fund as may from time to time be available therefor, provided that any such payment or pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge and lien created under the County Bond and this Loan Agreement in favor of EDA Bonds.Section 3.04. County Executive to Request Appropriations.

(a) [Alternative 1] In order to provide additional assurance of the timely payment of the Basic Payments, the Board of Supervisors of the County covenants that it will cause the County Executive in preparing the County's operating budget for each fiscal year subsequent to fiscal year 20____, so long as the EDA Bonds remain outstanding under the Trust Agreement, to include an appropriation from the County's General Fund of a sum sufficient to provide and pay on any and each Bond Payment Date in such fiscal year the amount, if any, by which (i) the interest on the EDA Bonds or the principal installment and the interest on the EDA Bonds payable on such Bond Payment Date exceed (ii) the amount of Pledged Revenues and any other available funds held by the Trustee for the purpose of making such payment of debt service. The obligation of the County under this subsection (a) of this Section 3.04 to make any such payment is in all respects subject to the provisions of subsection (b) of this Section 3.04.

[Alternative 2] In the event that at any time during any fiscal year while the EDA Bonds remain outstanding under the Trust Agreement, the Trustee shall notify the County in writing that the amount to the credit of the debt service reserve [fund/subfund/account] under the Trust Agreement is less than the requirement therefor established by the Trust Agreement, the County shall forthwith budget, appropriate and pay from its General Fund to the Trustee the amount of such deficiency. The obligation of the County under this subsection (a) of this Section 3.04 to make any such payment is in all respects subject to the provisions of subsection (b) of this Section 3.04.

(b) The obligation of the County to make any payments under this Loan Agreement other than from Pledged Revenues is contingent upon the appropriation by the Fairfax County Board of Supervisors for the relevant fiscal year of funds from which these payments can be made. The County shall not be liable for any amounts which may be payable pursuant to subsection (a) of this Section 3.04 unless and until such funds have been appropriated for payment and then only to the extent thereof. This Loan Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.05. Consent to Assignment. The County hereby agrees that EDA shall assign to the Trustee for the EDA Bonds substantially all of EDA's rights under this Loan Agreement, including EDA's rights to receive County Payments under, and to enforce the terms and provisions of, this Loan Agreement.

SECTION IV. MISCELLANEOUS

Section 4.01. Loan Agreement not a Debt. This Loan Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 4.02. Third Party Beneficiaries. This Loan Agreement shall inure to the benefit of EDA, the County and the Holder of the EDA Bonds, and no other persons shall be deemed third party beneficiaries of this Loan Agreement.

Section 4.03. Net Contract. The County shall make all County 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 3.01, and under no circumstances or conditions shall EDA be expected or required to make any payment of any kind with respect to the Project or be under any obligation or liability hereunder, except as provided in this Loan Agreement or the Trust Agreement.

Section 4.04. Amendments. This Loan Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by EDA and the County and otherwise as provided in and subject to the requirements of the Trust Agreement.

Section 4.05. Effective Date. This Loan Agreement shall take effect immediately upon its execution and delivery.

Section 4.06. Termination. This Loan Agreement shall terminate upon the earlier of the retirement and the defeasance of all of the EDA Bonds.

Section 4.07. Counterparts. This Loan Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Loan

Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.08. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[This space left blank intentionally]

IN WITNESS WHEREOF, EDA and the County have caused this Loan Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

Chairman

[SEAL]

ATTEST:

By: _____
Secretary

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____
County Executive

[SEAL]

ATTEST:

By: _____
Clerk to the Board of Supervisors

Exhibit A

Basic Payments

Bond Payment Date	Principal	Interest	Total
	$ -	$	$

Exhibit B

Form of County Bond

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY, VIRGINIA
METRORAIL PARKING SYSTEM PROJECT REVENUE BOND
SERIES 201[_]

Fairfax County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Fairfax County Economic Development Authority (in such capacity, the "Payee"), or its assigns, on the Bond Payment Dates set forth in Schedule I (or earlier as hereinafter referred to), without the presentation and surrender hereof, the respective Principal Installments set forth therein, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency interest on the sum of unpaid Principal Installments, such Principal Installments and interest being payable on the dates provided in Schedule I hereto, solely from such sources, from the date hereof until the final Principal Installment shall have been paid. Each Principal Installment and interest payment shall be paid on or before the due date thereof by wire transfer to the payee or its assignee at the address endorsed hereon.

This Bond is issued pursuant to a resolution adopted by the Board of Supervisors of the County on November 18, 2014, as supplemented and amended on _____ __, 201_ (the "Resolution"). This Bond is being issued in accordance with the provisions of a Loan Agreement, dated as of _____ _, 201_ (the "Loan Agreement"), between the County and the Fairfax County Economic Development Authority ("EDA"), to evidence the obligation of the County, pursuant to the terms of the Loan Agreement, to repay a loan from EDA at times and in amounts sufficient for EDA to pay in full the debt service on its "Fairfax County Metrorail Parking System Project Revenue Bonds, Series 201[_]" when and as the same shall become due and payable .

This Bond is a limited obligation of the County payable solely from the "Pledged Revenues" (as defined in the Resolution) credited to the County's "Metrorail Parking System Pledged Revenues Fund," a special revenue fund created on the books of account of the County (the "Special Fund"). The County's pledge of Pledged Revenues under the Resolution includes (i) first, the "Net Revenues" of the Fairfax County Metrorail Parking System (as defined in the Resolution) credited to the "Metrorail Parking System Revenues Subfund" established in the Special Fund and (ii) then, if and to the extent necessary, the "Surcharge Revenues" (as defined in the Resolution) credited to the "Metrorail Parking Surcharge Revenues Subfund" also created in the Special Fund.

The County has covenanted in the Loan Agreement that it will set the rates and charges for the services of the Fairfax County Metrorail Parking System such that in each fiscal year the

sum of the Pledged Revenues received in such year, together with any other available funds credited to the Fairfax County Metrorail Parking System Revenues Subfund and the Fairfax County Metrorail Parking Surcharge Revenues Subfund, will be not less than 100% of the sum of the Principal Installments and the interest thereon payable on the Bond Payment Dates in such year, all as provided in the Loan Agreement.

The County covenants that it will not issue or incur any additional bonds or other debt obligations payable from the Pledged Revenues except as provided and permitted in the Loan Agreement.

This Bond is issued and the Resolution was adopted under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the provisions, restrictions and limitations of the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and other applicable law.

Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of the County are pledged to the payment of the Principal Installments or the interest thereon. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or the County to levy any taxes whatever therefor or to make any appropriation for its payment except from the special funds pledged therefor.

The Principal Installments may be prepaid by the County prior to their respective due dates, on not less than 45 days' notice given to EDA or its assigns, either in whole or in part, on any date, at the option of the County, from any moneys that may be made available for such purpose, in the amount of the Principal Installment or Installments, or portion thereof, to be prepaid, together with the interest accrued thereon to the date fixed for prepayment.

Any notice of any such prepayment may state that it is conditioned upon there being available an amount of money sufficient to make the prepayment, including the interest accrued thereon to the prepayment date, and any conditional notice so given may be rescinded at any time before the prepayment is due if any such condition so specified is not satisfied. If a prepayment does not occur after a conditional notice is given due to an insufficient amount of funds, the corresponding notice of prepayment shall be deemed to be revoked.

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

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

IN WITNESS WHEREOF, Fairfax County, Virginia has caused this Bond to be executed with [a facsimile of] the signature of the Chairman or Vice Chairman of its Board of Supervisors and its official seal to be impressed hereon and attested by the Clerk or any Deputy Clerk of its Board of Supervisors and this Bond to be dated the __ day of _____, 201_.

_____	_____
[Deputy] Clerk, Board of Supervisors	**[Vice] Chairman, Board of**

Fairfax County, Virginia **Supervisors,**
Fairfax County, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, as Trustee under that certain Trust Agreement, dated as of ____ _, 201_ as amended and supplemented (the "Trust Agreement") between the Fairfax County Economic Development Authority and the Trustee, relating to Fairfax County Economic Development Authority Fairfax County Metrorail Parking System Project Revenue Bonds, Series 201[_], the within Bond, and all rights thereunder.

Dated: _____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman

ASSIGNEE'S ADDRESS

The assignee _____, Trustee under the aforementioned Trust Agreement hereby advises that the address to which wire transfers of the aforementioned Principal Installments and interest payments are to be made is:

_____
_____
_____
_____

[_____]

By: _____
Authorized Representative

ACTIVE 59174998v.7

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, November 18, 2014, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS; CREATING THE FAIRFAX COUNTY METRORAIL PARKING SYSTEM; REQUESTING THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY TO AUTHORIZE AND ISSUE METRORAIL PARKING SYSTEM REVENUE BONDS; APPROVING THE FORM AND AUTHORIZING EXECUTION OF A LOAN AGREEMENT BETWEEN THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE COUNTY; APPROVING THE FORM OF A TRUST AGREEMENT BETWEEN THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND A TRUSTEE; AND GRANTING AUTHORITY TO EXECUTE AND DELIVER OTHER INSTRUMENTS.

WHEREAS, the Metrorail system ("**Metrorai**l") operated by the Washington Metropolitan Area Transit Authority ("**WMATA**") provides Fairfax County, Virginia (the "**County**") residents with access to one of the largest and most modern regional transit systems in the world. Prior to the construction of a new 23.1-mile extension of Metrorail, known as the Silver line, that will connect the Tysons, Reston, Herndon, and Dulles Airport areas of the County to the existing Metrorail, there were five Metrorail stations located in the County: the West Falls Church-VT/UVA, Dunn Loring-Merrifield and Vienna-Fairfax/GMU Stations on Metrorail's Orange line, the Franconia-Springfield Station on Metrorail's Blue line, and the Huntington Station on the Metrorail's Yellow line. The Van Dorn Station, which is located in the City of Alexandria, on Metrorail's Blue line, and the East Falls Church Station, which is located in Arlington County, on Metrorail's Orange line, also serve County residents. These seven Metrorail stations are referred to collectively as the "**Existing Fairfax County Metrorail Stations**."

WHEREAS, after completion of the Silver line, there will be eight additional Metrorail stations located in the County: McLean Station, Tysons Corner Station, Greensboro Station, Spring Hill Station, Wiehle - Reston East Station, Reston Town Center Station, Herndon Station and Innovation Center Station (collectively, the "**Silver Line Fairfax County Metrorail Stations**").

WHEREAS, the County has consistently determined and identified in both its Capital Improvement Programs and its Comprehensive Plans that "[i]t will be impossible to meet travel demand solely by roadways" and, as result, has determined and identified "[p]rovid[ing] public transportation facilities such as rail transit and commuter rail in major radial and intracounty commuter corridors" and "[p]rovid[ing] park-and-ride lots along major intercounty and intracounty corridors and at transfer points such as rail stations…" as objectives to be achieved.

WHEREAS, the Washington, D.C., metropolitan area (the "**D.C. Metro Area**"), including the County, has been designated by the U.S. Environmental Protection Agency (the

"**EPA**") as a marginal nonattainment area for the EPA's eight-hour ozone national ambient air quality standard ("**NAAQS**") and as a nonattainment area for the annual fine particulate matter ("**$PM_{2.5}$**") NAAQS. The County has consistently supported The Metropolitan Washington Council of Governments' efforts to improve air quality standards in the D.C. Metro Area, including meeting the EPA's eight hour ozone NAAQS and annual $PM_{2.5}$ NAAQS. Providing parking facilities at Metrorail stations in the County makes available commuting alternatives through the use of the Metrorail which will (i) reduce reliance on motor vehicles and congestion on County roadways and (ii) support efforts to improve air quality throughout the County and the entire D.C. Metro Area.

WHEREAS, reduction of traffic congestion in the County is a priority for the Board of Supervisors of Fairfax County, Virginia (the "**Board**"), and is a significant factor in transportation projects that are supported by the County. The County promotes transportation projects that reduce congestion during typically high volume periods and that maximize regional mobility to prevent or reduce the loss of life in the event of a homeland security emergency in the D.C. Metro Area. Promoting the use of the Metrorail by County residents by providing parking facilities for vehicles and bicycles at Metrorail stations reduces vehicle traffic on roads and highways within in the County, further advances the use of the Metrorail as an easier, efficient alternative to motor vehicle transportation and provides a safer, more efficient transportation system throughout the D.C. Metro Area.

WHEREAS, consistent with these objectives, the County, in cooperation with WMATA and the Fairfax County Economic Development Authority ("**EDA**"), has financed the construction of parking facilities at the Vienna-Fairfax/GMU Station and Huntington Station through the issuance of bonds payable from proceeds of a surcharge (the "**Surcharge**") on all WMATA-controlled park and ride spaces located in the County and at the East Falls Church Station and the Van Dorn Station (such parking facilities are referred to herein as the "**WMATA Controlled Parking Facilities**" and the parking spaces associated with such facilities being collectively referred to herein as the "**WMATA Controlled Parking Spaces**"). The Surcharge has been collected by WMATA since 1989 pursuant to the terms of agreements with the County - currently the Amended and Restated Surcharge Implementation Agreement, dated as of May 1, 1999 (the "**1999 Surcharge Agreement**") – and set aside and retained in the Surcharge Reserve Account created thereby, as reserve for the County, and held in trust by WMATA (the "**WMATA Surcharge Reserve Account**").

WHEREAS, the County has also financed the construction of a portion of a parking structure at the Wiehle – Reston East Station, the terminus of Phase I of the Silver line, through the issuance of bonds by EDA secured by an agreement with the County by the terms of which the County has agreed, subject to annual appropriation for the purpose, to pay from its general funds amounts equal to debt service on EDA's bonds. Such portion of such structure is referred to as the "**Wiehle Metrorail Parking Facility.**"

WHEREAS, the County agreed in a 2011 Memorandum of Understanding with the Metropolitan Washington Airports Authority, the Commonwealth of Virginia Department of Transportation, Loudoun County, WMATA and the United States Department of Transportation, that the County would, as part of its contribution to the development of Phase II of the Silver line (including the Reston Town Center Station, Herndon Station and Innovation Center Station) in

the County, subject to certain conditions, undertake to provide parking facilities at the Herndon Station and the Innovation Center Station, and WMATA agreed in principle to changes in the 1999 Surcharge Agreement that would enable the County to use Surcharge revenues to finance parking facilities at the Herndon Station and the Innovation Center Station.

WHEREAS, the Board of Supervisors approved on _____ __, 2014 a Second Amended and Restated Surcharge Implementation Agreement between WMATA and the County (the "**Surcharge Agreement**") by the terms of which WMATA will continue to levy and collect the Surcharge on WMATA Controlled Parking Spaces and, subject to certain withholding, will pay the balance in the Surcharge Reserve Account and future Surcharge revenues to the County for credit to a subfund within a special fund of the County known as the "**County Metrorail Parking System Pledged Revenues Fund**" and for application by the County to Metrorail parking purposes.

WHEREAS, the changes to the 1999 Surcharge Agreement reflected in the Surcharge Agreement will enable the County to finance with revenue bonds the cost of construction of the additional parking facilities at the Herndon Station and the Innovation Center Station and to pay the debt service associated with and cost of operation and maintenance of the Wiehle Metrorail Parking Facility and the parking facilities at the Herndon Station and the Innovation Center Station from the revenues thereof, the Surcharge revenues received by the County under the Surcharge Agreement and other available funds of the County; now therefore,

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

Section 1. **Findings and Determinations**. The Board hereby makes the following findings and determinations:

(a) The provision of the additional parking facilities at the Herndon Station and the Innovation Center Station (the "**Project**") will advance the objectives that the Board has set forth in its Comprehensive Plan and Capital Improvement Program. More broadly, the Wiehle Metrorail Parking Facility, the existing surface parking spaces proximate to the Herndon Station, and the Project (collectively, "**Fairfax County Metrorail Parking Facilities**"), along with the WMATA Controlled Parking Facilities, will further the purposes of enhancing the capacity and quality of service of public transportation corridors in the County, the effort to improve air quality and decrease pollution throughout the County and the entire D.C. Metro Area and reduce vehicle traffic congestion on County roads and highways.

(b) The construction of the Project will be particularly beneficial to the users of the WMATA Controlled Parking Facilities and the Wiehle Metrorail Parking Facility by, among other things, reducing overcrowding at such facilities. These benefits demonstrate conclusively that there is a beneficial, functional relationship between the WMATA Controlled Parking Facilities and the Fairfax County Metrorail Parking Facilities.

(c) The WMATA Controlled Parking Facilities and the Fairfax County Metrorail Parking Facilities will constitute an integrated, interdependent system of parking facilities

in the County that benefit all County residents and particularly all County residents using Metrorail.

(d) While the provision of additional parking spaces in the Fairfax County Metrorail Parking Facilities will benefit all County residents generally, such facilities will provide directly a particularized benefit to the Metrorail patrons who park there and indirectly a particularized benefit to the Metrorail patrons who park at WMATA Controlled Parking Facilities (by lessening congestion there).

(e) The final construction costs of the Wiehle Metrorail Parking Facility and the current estimated costs of construction of the Project at the Herndon Station and Innovation Center Station are such that were the Board to set rates for the parking spaces at the Fairfax County Metrorail Parking Facilities at levels intended to recover the entire costs of such spaces, such rates would substantially exceed what Metrorail patrons currently pay to park at WMATA Controlled Parking Spaces such that prospective patrons of Metrorail would be discouraged to pay to park at the Fairfax County Metrorail Parking Facilities and defeat the purpose of providing such spaces.

(f) The combination of the Surcharge on the WMATA Controlled Parking Spaces and rates at the Fairfax County Metrorail Parking Facilities to finance all the costs of construction of the Project and to pay the costs of operation and maintenance of the Fairfax County Metrorail Parking Facilities will result in the rates paid by Metrorail patrons at WMATA Controlled Parking Spaces in the County (which rates include the Surcharge) and the rates paid by Metrorail patrons at Fairfax County Metrorail Parking Facilities being approximately equal, thereby promote utilization of all parking spaces at Metrorail Stations in the County and thereby disperse Metrorail ridership among all Metrorail Stations in the County.

(g) The combination of the Surcharge on the WMATA Controlled Parking Spaces and rates at the Fairfax County Metrorail Parking Facilities will provide the County with revenues that with other available funds will be sufficient to finance all the costs of construction of the Project and to pay the associated debt service and costs of operation and maintenance of the Fairfax County Metrorail Parking Facilities.

Section 2. **Creation of Fairfax County Metrorail Parking System.** Based on its findings and determinations set forth above, the Board hereby creates for administrative and financing purposes the "**Fairfax County Metrorail Parking System**," consisting of all the identified Fairfax County Metrorail Parking Facilities and any additional parking facilities that the County controls and that the Board determines will serve Metrorail patrons with the goals of establishing and maintaining rates for all such spaces that are approximately equal to those (including the Surcharge) charged at WMATA Controlled Parking Spaces in the County and promoting utilization of all Metrorail stations in the County.

Section 3. **Creation of a Special Revenue Fund**. There is hereby created on the books of account of the County a special revenue fund to be designated "Metrorail Parking System Pledged Revenues Fund" (the "Special Fund") and within such special revenue fund two subfunds to be designated "Metrorail Parking System Revenues Subfund" and "Metrorail

Parking System Surcharge Revenues Subfund." The Special Fund is created for the purpose of recording the revenues of, transfers to and expenditures thereof for the Fairfax County Metrorail Parking System and the subfunds are created for recording separately the revenues of and expenditures of such revenues for the Fairfax County Metrorail Parking System and the transfers and expenditures of Surcharge revenues.

Section 4. **Request for Authorization of Bonds**. EDA is hereby requested to authorize the issuance of its revenue bonds ("**EDA Bonds**"), in one or more series, in an aggregate principal amount of up to $142,000,000 to pay the capital costs of the Project, including the funding of interest during construction, any debt service reserves, underwriting fees and original issue discount, closing costs, credit enhancement fees and other issuance expenses, such EDA Bonds to be known as "Fairfax County Metrorail Parking System Project Revenue Bonds, Series … [letter/year]" and to be secured as provided in the Trust Agreement hereafter mentioned.

Section 5. **Approval of the forms and authorization of the execution of certain documents.** There are hereby approved at this meeting of the Board of Supervisors, forms of the following documents:

a. A revenue bond or bonds, entitled "Fairfax County Metrorail Parking System Revenue Bond, Series … [letter/year – same as EDA Bonds] (the "**County Metrorail Parking System Revenue Bond**"), evidencing the obligation of the County to repay EDA for the loan of the EDA Bond proceeds from the County's "**Pledged Revenues**" credited to the Metrorail Parking System Pledged Revenues Fund.

b. A Loan Agreement between EDA and the County (the "**Loan Agreement**") by the terms of which EDA agrees to loan the proceeds of the EDA Bonds to the County and the County agrees to repay the loan from Pledged Revenues or, subject to appropriation, other funds and to issue the County Metrorail Parking System Revenue Bond in evidence of its obligation to repay from Pledged Revenues such loan.

c. A Trust Agreement between EDA and a bank or trust company that will provide for the issuance of and security for the EDA Bonds, such EDA Bonds to be payable solely from Pledged Revenues and either a debt service reserve or annual appropriations by the Board of funds to provide additional security for the EDA Bonds.

Section 6. **Miscellaneous**. Each of the Chairman or Vice Chairman of the Board or the County Executive or the Chief Financial Officer the County is authorized to execute and deliver, in substantially the forms approved by the Board in Section 5, each of the Loan Agreement and the County Metrorail Parking System Revenue Bond and such other certificates, documents or pleadings evidencing the determinations made or other actions carried out pursuant to the authority granted in this resolution, and their execution of any such document or other certificate,

document or pleading shall be conclusive evidence of their approval of any changes to the forms thereof presented to the Board and that they are in the best interests of the County.

Section 7. **Appointment of Counsel**. EDA is hereby requested to designate the law firm of Sidley Austin LLP as Bond Counsel for the EDA Bonds.

Section 8. **Effective Date**. This resolution shall take effect immediately upon its adoption.

A Copy Teste:

_____

Clerk to the Board of Supervisors

ATTACHMENT 4

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Virginia

To

_____, Trustee

TRUST AGREEMENT

Dated as of _____, 201_

Authorizing the Issuance of and Securing
Fairfax County Metrorail Parking System Project/Refunding Revenue Bonds

[***In order to afford the Authority and the County flexibility in their choice of credit enhancement of the primary Parking Revenues credit for the Authority's Bonds, the Loan Agreement and this Trust Agreement have been prepared to provide as alternatives either (i) a funded debt service reserve and a County "moral obligation" debt service reserve deficiency makeup obligation or (ii) a County obligation to budget and appropriate a "sum sufficient" in each fiscal year to pay any debt service coming due in such fiscal year for which Parking Revenues are insufficient. Either obligation will be made expressly subject to the appropriation of the required amounts by the Board of Supervisors of the County for the applicable fiscal year. The Authority and the County will choose between these alternatives at the time of the issuance of the first series of the Initial Bonds, and the Loan Agreement and this Trust Agreement will be modified accordingly by deleting the inappropriate references to the alternative not selected***.]

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THIS TRUST AGREEMENT, dated for convenience of reference as of the 1st day of _____, 201_, by and between

FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY,

a political subdivision of the Commonwealth of Virginia (the "Authority") created by Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended (together with other applicable law, the "Authority Act"), and

_____,

a banking corporation duly organized and existing under the laws of the [United States of America] and having a corporate trust office in _____, which is authorized under such laws to exercise corporate trust powers and is subject to examination by [federal] authority, as trustee (said banking corporation and any bank, banking association or trust company becoming successor trustee under this Trust Agreement being hereinafter sometimes called the "Trustee"),

W I T N E S S E T H:

WHEREAS, the Authority, under its Authority Act, is authorized to borrow money for any of its purposes and make loans to any governmental entity for the purposes of the Authority Act such as providing financing for parking facilities, including parking structures, and to issue its bonds, payable solely from the revenues and receipts derived from payments received by the Authority in connection with such loans; and

WHEREAS, the Authority has determined to borrow money for the purpose and issue its bonds to provide a portion of the funds required to enable the Fairfax County, Virginia (the "County"), to finance the construction of County controlled parking structures and surface lots and related facilities and improvements such as pedestrian bridges that provide access for Washington Metropolitan Area Transit Authority ("WMATA") customers to and from the entrance plazas, bus drop off areas, park and ride areas, and connecting sidewalks related to such parking facilities at WMATA Metrorail stations ("Parking Facilities")], such bonds to be payable from the revenues and receipts of the Authority derived from parking revenues collected from customers of parking facilities controlled by the County at WMATA Metrorail stations ("County Parking Revenues") and certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA (the "Surcharge Revenues" and together with the "County Parking Revenues," the "Parking Revenues"); and

WHEREAS, the County and WMATA have entered into a Second Amended and Restated Surcharge Implementation Agreement, dated and effective as of _____, 2014 (the "Surcharge Agreement"), which provides, among other things, the agreement of WMATA to collect the Surcharge Revenues and provide them to the County; and

WHEREAS, the Authority and the County have entered into a Loan Agreement, dated _____, 2014 (the "Loan Agreement") which provides among other things, an agreement by the County to make the required Principal and Interest Requirements (hereinafter defined) payments on the Initial Bonds (hereinafter defined) from the Fairfax County Metrorail Parking System Pledged Revenues Fund, a special revenues fund created on the books of the County; and

WHEREAS, the County has requested the Authority to exercise its powers under the Authority Act and authorize the issuance of its bonds and enter into this Trust Agreement for the purpose of providing the funds necessary for the County to finance a portion of the Parking Facilities; and

[WHEREAS, under the Loan Agreement, the County has also agreed that in the event that the amount credited to the Reserve Subfund (hereinafter mentioned) created under this Trust Agreement is less than required, the County will, on the terms and conditions set forth in the Loan Agreement and subject to the appropriation by its Board of Supervisors of moneys for such purpose, pay to the Trustee for the account of the Authority an amount equal to the deficiency in the amount required to be on deposit to the credit of the Reserve Subfund ("County Reserve Payments"); and]*

[WHEREAS, under the Loan Agreement, in order to provide additional assurance of the timely payment of the Principal and Interest Requirements on the Initial Bonds, the Board of Supervisors of the County covenants that it will cause the County Executive in preparing the County's operating budget in each fiscal year for so long as the Initial Bonds remain outstanding, to include an appropriation from the County's General Fund of a sum sufficient to provide and pay on any Interest Payment Date and Principal Payment Date in such fiscal year, the amount, if any, by which (i) the amount of the interest on the Bonds payable on such Interest Payment Date or the principal installment payable on such Principal Payment Date exceeds (ii) the amount of Parking Revenues and any other available funds held by the Trustee for the purpose of making such payments (the "Sum Sufficient Payments"). The obligation of the County to make any such Sum Sufficient Payment is subject to appropriation by the County's Board of Supervisors for such purposes.]*[*]

WHEREAS, it may be necessary, convenient or appropriate for the Authority to issue additional Series of its obligations, payable on a parity with the Initial Bonds, to provide additional funds in respect of financing Parking Facilities and to refund obligations theretofore issued; and

WHEREAS, the Authority has determined that its bonds, the certificate of authentication to be endorsed by the Bond Registrar thereon as provided herein, and the form of assignment shall be, respectively, substantially in the following forms, with such variations, omissions and insertions as are required or permitted by this Trust Agreement, including any resolution supplementing or amending this Trust Agreement:

[*] The Authority and the County will select one of these two alternative provisions to enhance the credit of the Initial Bonds afforded by the Parking Revenues.

[Securities Depository Legend]
[Form of Face of the Bonds]

United States of America Commonwealth of Virginia

Fairfax County Economic Development Authority
Fairfax County Parking System Project Bonds
Series _____

No. _____ $_____

[Initial) Interest Rate	Maturity Date	Original Issue Date	CUSIP No.
_____	_____	_____	_____

Holder/Registered Owner:

_____

_____

Principal Amount _____Dollars

[1] Fairfax County Economic Development Authority (the "Authority"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Holder named above, or registered assigns, on the Maturity Date set forth above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the corporate trust office _____, in the _____ (the "Bond Registrar" and "Paying Agent"), the Principal Amount set forth above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency interest on said Principal Amount on [each _____ 1 and _____ 1, commencing _____1 _____,] solely from such sources, from the date hereof or the [_____ 1 or _____ 1] next preceding the date on which this Bond is authenticated unless it is authenticated on [_____ 1 or _____ 1], in which event from such date, (at the Interest Rate set forth above] until the principal amount hereof is paid. The interest so payable and punctually paid or duly provided for on any interest payment date will, as provided in the Trust Agreement hereinafter referred to, be paid to the person in whose name this Bond (or one or more Predecessor Bonds, as defined in the Trust Agreement) is registered at the close of business on the regular record date for such interest [, which shall be the _____ or_____ (whether or not a business day)] next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such regular record date, and may be paid to the person in whose name this Bond

(or any Predecessor Bond) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Bond Registrar, notice whereof being given by the Bond Registrar by mail to the Holders not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this Series may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Trust Agreement. [Bonds not issued by means of a book-entry system shall contain the following statement: Such payment of interest shall be by check mailed to the registered owner at such owner's address as it appears on the bond registration books of the Authority maintained by the Bond Registrar.] All such payments shall be made in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

[A] Revise paragraph [1] as appropriate for Capital Appreciation Bonds and for such Bonds that become Current Interest Bonds.

[2] This Bond is one of a duly authorized Series of revenue bonds of the Authority, designated "Fairfax County Parking System Project Bonds, Series ____" (the "Initial Bonds"), issued under a Trust Agreement, dated as of _____, 201_, by and between the Authority and _____, Trustee, as amended and supplemented as permitted thereby, being hereinafter referred to as the "Trust Agreement"). The Initial Bonds are being issued to provide a portion of the funds, to finance the construction of Fairfax County, Virginia (the "County") controlled parking structures and surface lots and related facilities and improvements such as pedestrian bridges at Washington Metropolitan Area Transit Authority ("WMATA") Herndon and Innovation Center Metrorail stations and from the entrance plazas, bus drop off areas, park and ride areas, and connecting sidewalks related to such parking facilities.

_____, a corporation having trust powers, duly organized and doing business under the laws of the [United States of America], with a corporate trust office in _____, has been appointed Trustee, Bond Registrar [and Paying Agent for the Bonds] under the Trust Agreement. The Bonds, together with any Additional Bonds and Refunding Bonds (as defined in the Trust Agreement) issued and then outstanding are referred to herein as the "Bonds."

[Bonds issued pursuant to book-entry system shall contain the following paragraphs. The Bonds being issued shall be initially held by means of a book-entry system administered by the Securities Depository (as defined in the Trust Agreement). On receipt of the documents referred to in the Trust Agreement, the Trustee shall authenticate one Bond registered in the name of the Securities Depository Nominee, and issue such Bond to the Securities Depository to be immobilized in its custody; provided that if The Depository Trust Company, New York, New York ("DTC") is acting as Securities Depository, such Bond shall be issued to Cede & Co. to be immobilized in its custody pursuant to the rules and procedures of DTC. Thereafter, in the event that Bonds are issued to the Owners thereof in bond (physical) form, the Trustee will authenticate and deliver to the Owners new Bonds in the principal amount equal to the aggregate principal amount of Bonds then outstanding (less the principal amount of the Bonds not held by means of a book-entry system), registered in the name of the Owners, in exchange for the Bond then held by the Securities Depository and the Securities Depository shall surrender such Bond

then held by it to the Trustee for cancellation and destruction in accordance with the terms of the Trust Agreement.

If any Bonds are held by means of a book-entry system, such book-entry system will evidence beneficial ownership of the Bonds so held (or, as applicable, positions held by the Securities Depository's participants, beneficial ownership being evidenced in the records of such participants) in authorized denominations. Registration and transfers of ownership shall be effected on the records of the Securities Depository (and, as applicable, its participants) pursuant to rules and procedures established by the Securities Depository, and the Bond Registrar will provide the Securities Depository with all information required for such purposes. The Authority, the Trustee, the Paying Agent and the Bond Registrar will recognize the Securities Depository Nominee, while the registered owner of the Bonds so held, as the Owner of the Bonds for all purposes, including (i) payments of principal and purchase price of, and interest on, the Bonds, (ii) notices and (iii) voting. Transfer of principal, interest and purchase price payments to beneficial owners of the Bonds so held will be the responsibility of the Securities Depository (or, as applicable, its participants and other nominees of such beneficial owners). The Issuer, the Trustee, the Paying Agent and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, the Securities Depository's participants (if any) or persons acting through such participants. While the Securities Depository Nominee is the owner of the Bonds so held, notwithstanding the provisions hereinabove contained, payments of principal and purchase price of and interest on such Bonds shall be made in accordance with the Authority's letter of representations. If, at any time, DTC shall be appointed and act as Securities Depository hereunder, the Paying Agent shall act as "Issuing and Paying Agent" in accordance with DTC's rules and procedures, with respect to the Series ____ Bonds.]

[3] The Bonds are limited obligations of the Authority payable solely from the Trust Estate (as defined in the Trust Agreement) and from other moneys pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including the Authority and the County) are pledged to the payment of the principal of or the interest or premium, if any, on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including the Authority and the County) to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged therefor. The Authority has no taxing power.

[Printed Bonds shall contain the following statement: ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH SET FORTH HERE.

(18] **IN WITNESS WHEREOF,** Fairfax County Economic Development Authority, Virginia has caused this Bond to be executed with the facsimile signatures of its Chairman and its Secretary and a facsimile of its official seal to be imprinted hereon and this Bond to be dated the 1st day of _____, _____.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY VIRGINIA

By_____[FACSIMILE SIGNATURE]_____
Chairman of the Fairfax County Economic Development Authority Virginia

By_____[FACSIMILE SIGNATURE]_____
Secretary of the Fairfax County Economic Development Authority Virginia

[FACSIMILE OF OFFICIAL SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is a bond issued under the provisions of the within-mentioned Trust Agreement.

_____
Bond Registrar

By_____
Authorized Signatory

Date of authentication:

_____

[Form of Reverse of Printed Bonds]

[4] The Authority has entered into a Loan Agreement dated as of _____, 201_ (the "Loan Agreement") with the Fairfax County, Virginia Board of Supervisors (the "County") pursuant to which the County, subject to the terms and conditions of such agreement, has agreed to make Basic Payments (as defined in such Agreement) in amounts intended to be sufficient to pay the principal of and interest on the Initial Bonds. The obligation of the County under the Loan Agreement to make payments required thereby in any fiscal year of the County is payable solely from the Pledged Revenues (as defined in the Loan Agreement) credited to the Fairfax County

Metrorail Parking System Pledged Revenues Fund, a special fund created on the books of the County. "Pledged Revenues" consist of (i) the Fairfax County Metrorail Parking System Net Revenues (as defined in the Trust Agreement) credited to the Fairfax County Metrorail Parking System Revenues Subfund within the aforementioned special fund and (ii) the Surcharge Revenues (as defined in the Trust Agreement) credited to the Fairfax County Metrorail Parking Surcharge Revenues Subfund within the aforementioned special fund.

[Under the Loan Agreement the County has agreed, subject to the appropriation by the County of moneys for such purpose, to pay to the Trustee for the account of the Authority an amount equal to any deficiency in the Reserve Subfund held by the Trustee under the Trust Agreement and pledged to the payment of the Initial Bonds. Under the Trust Agreement and Loan Agreement, all such payments by the County are to be deposited to the credit of the Reserve Subfund.]* [Under the Loan Agreement, the County has agreed to cause the County Executive to include an appropriation in the County's operating budget in each fiscal year the Initial Bonds are outstanding of a sum sufficient to provide and pay on any interest payment date and principal payment date in such fiscal year, the amount, if any, by which (i) the interest on the Initial Bonds payable on such interest payment date or the principal installment of the Initial Bonds payable on such principal payment date exceeds (ii) the amount of Parking Revenues and any other available funds held by the Trustee for the purpose of making such payments.][*]

Under the Trust Agreement, the Authority has assigned to the Trustee as security for the Initial Bonds its rights to receive the payments of Parking Revenues sufficient to pay the debt service on the Initial Bonds, its rights to receive the appropriations described in the preceding paragraph and such payments [,together with the Debt Service Reserve Subfund,] constitute the "Trust Estate" that is pledged under the Trust Agreement to the payment of the Initial Bonds.

(4A) [<u>Insert as appropriate paragraphs concerning credit enhancement</u>.]

[5] Reference is made to the Trust Agreement for a more complete statement of the provisions thereof and of the rights and duties of the Authority, the Trustee, the Bond Registrar, the Paying Agent for the Bonds and the Holders. A copy of the Trust Agreement is on file and may be inspected at the corporate trust office of the Trustee in _____, _____. By the purchase and acceptance of this Bond, the Holder hereof signifies assent to all of the provisions of the aforementioned documents.

[6] This Bond is issued and the Trust Agreement was entered into under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the provisions, restrictions and limitations of 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

[7] [The Initial Bonds are issuable as fully registered bonds in the denomination of $5,000 or any whole multiple thereof. At the corporate trust office of the Bond Registrar in _____, _____, in the manner and subject to the limitations and conditions provided in the Trust Agreement, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the

[*] The bracketed sentences in this paragraph are alternative provisions.

same Series and maturity, of any authorized denomination or denominations and bearing interest at the same rate.]

[8] The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer; the Authority shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of any authorized denomination or denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same Series and maturity and bearing interest at the same rate. Neither the Authority nor the Bond Registrar shall be required to make any exchange or registration of transfer of any Bond during the [fifteen (15)] days immediately preceding the date of the Authority's giving notice of redemption or after such Bond has been selected for redemption.

[9] The Initial Bonds are subject to redemption, at the option of the Authority, in whole on any date not earlier than _____ 1, 20__, or in part on any interest payment date not earlier than _____ 1, 20__. Any such redemption will be at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the redemption date:

[10] The Initial Bonds maturing on _____ 1,20__ are required to be redeemed on _____ and on _____ in each year thereafter in accordance with the sinking fund requirements of the Trust Agreement. Such redemption shall be at the principal amount thereof, plus accrued interest to the redemption date, and without premium.

[11] If less than all of the Initial Bonds of any one maturity shall be called for redemption, the particular Initial Bonds or portions of Initial Bonds to be redeemed shall be selected by the Trustee by such method as the Trustee in its sole discretion shall determine.

[12] At least [thirty (30)] days but not more than [ninety (90)] before the redemption date of any Initial Bonds, whether such redemption is in whole or in part, the Authority shall cause a notice of any such redemption signed by the Authority to be mailed, certified mail, return receipt requested, to all Holders (as defined in the Trust Agreement) of Initial Bonds to be redeemed in whole or in part, but any defect in such notice or the failure so to mail any such notice to the Holder of any Initial Bond shall not affect the validity of the proceedings for the redemption of any other Initial Bonds. On the date fixed for redemption, notice having been mailed in the manner provided in the Trust Agreement, the Initial Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date; provided that any optional redemption shall be, and such notice of redemption shall state that such redemption is, conditioned upon there being available under the terms of the Trust Agreement moneys sufficient to pay such redemption price and accrued interest on such redemption date. If a portion of this Bond shall be called for redemption a new Initial Bond or Initial Bonds in principal amount equal to the unredeemed portion hereof will be issued to the Holder upon the surrender hereof.

[12A] <u>Insert as appropriate for Capital Appreciation Bonds, paragraphs concerning the Accreted Value</u>.

[13] The owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement.

[14] Modifications or alterations of the Trust Agreement, or any resolution supplemental thereto, may be made only to the extent and in the circumstances permitted by the Trust Agreement.

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

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

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

[Form of Assignment]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

_____

[Please Print or Typewrite Name, Tax Identification Number and Address of Transferee] the Bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

* * * * *

and

WHEREAS, under the Constitution and laws of the Commonwealth of Virginia, including the Authority Act, the Authority is authorized to enter into this Trust Agreement and to issue its bonds as hereinafter provided, to apply the proceeds of such bonds for the purposes

herein authorized, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted;

WHEREAS, the execution and delivery of this Trust Agreement have been duly authorized by resolution of the Authority; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement have happened, exist and have been performed as so required, in order to make this Trust Agreement a legal, valid and binding trust agreement for the security of the bonds in accordance with its terms; and

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

GRANTING CLAUSE

NOW, THEREFORE, this Trust Agreement witnesseth, that in consideration of the premises, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the bonds by the Holders (as hereafter defined) thereof and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee at or before the execution and delivery of this Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the bonds are to be issued, authenticated, delivered, 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 the bonds at any time issued and outstanding hereunder and the interest and the redemption premium, if any, thereon according to their tenor, purport and effect, and covenants, agreements and conditions therein and herein contained, the Authority does hereby

(a) assign all rights, title and interest of the Authority in and to the Loan Agreement, including, without limitation, the County Bond (as defined in the Loan Agreement) and its rights to receive Parking Revenues and [County Reserve Payments] [Sum Sufficient Payments], reserving the rights of the Authority to receive notices, reports and other statements to be given to the Authority thereunder and its rights to indemnity for Authority Liabilities (as hereafter defined);

(b) pledge the payments received pursuant to the Loan Agreement, all moneys and securities (other than Excess Earnings as hereinafter defined) in the Debt Service Subfund [and Reserve Subfund (each][(as hereinafter defined), and, until applied in payment of any cost of the Project or otherwise applied as permitted under this Trust Agreement, all moneys and securities (other than Excess Earnings) in the Construction Subfund (as hereinafter defined);

to the Trustee, and unto its successors and assigns, in trust, forever;

HABENDUM CLAUSE

TO HAVE AND TO HOLD the same forever, subject, however, to the reserved rights of the Authority under the Loan Agreements and to the exceptions, reservations and matters

therein and herein recited but **IN TRUST, NEVERTHELESS,** for the equal and proportionate benefit and security of (i) the Holders from time to time of the bonds authenticated and delivered hereunder and issued by the Authority and outstanding, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one bond over any other bond, by reason of priority in the issue, sale or negotiation thereof or otherwise and (ii) each Credit Facility (as hereinafter defined) issuer;

DEFEASANCE CLAUSE

PROVIDED, HOWEVER, that if, after the right, title and interest of the Trustee in and to the trust estate pledged and assigned to it under this Trust Agreement shall have ceased, terminated and become void in accordance with Article XIII hereof, the principal of and redemption premium, if any, and the interest on all of the bonds shall have been paid to the Holders of the bonds and all Authority Liabilities shall have been paid or otherwise discharged, then this Trust Agreement and all covenants, agreements and other obligations of the Authority hereunder shall cease, terminate and become void, and thereupon the Trustee shall cancel and discharge this Trust Agreement and execute and deliver to the Authority such instruments and writings as shall be required to evidence the discharge hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

This Trust Agreement further **WITNESSETH,** and it is expressly declared, that all bonds issued and secured hereunder are to be issued, authenticated and delivered and the Trust Estate and funds herein pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes is as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Holders of said bonds, as follows:

ARTICLE I.

DEFINITIONS

Section 101. Meaning of Words and Terms. In addition to words and terms defined in the Preamble or elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Account or Accounts" means any one or more of the accounts from time to time created in any of the Subfunds established by a Trust Agreement.

"Accountant" means any nationally recognized certified public accountant or firm of independent public accountants or in the case of the computation of rebate liability a financial consulting corporation, in any case, of recognized experience and qualifications.

"Accreted Value" means, with respect to any Capital Appreciation Bond, the principal amount thereof plus accrued interest thereon, compounded on the Compounding Dates and at the approximate interest rate or rates set forth therein, all as more fully described in the Supplemental Trust Agreement authorizing the issuance of such Capital Appreciation Bond. The Accreted Value at any Compounding Date shall be the amount set forth in the Accreted Value Table as of such date. The Accreted Value on any date other than a Compounding Date shall be equal to the Accreted Value of such Capital Appreciation Bond as of the preceding Compounding Date plus a portion of the difference between the Accreted Value of such Capital Appreciation Bond as of the preceding Compounding Date (or the dated date if the date of computation is before the first Compounding Date) and the Accreted Value of such Capital Appreciation Bond as of the immediately succeeding Compounding Date, computed based on the assumption that interest accrues during any period in equal daily amounts on a basis of a 360-day year of twelve 30-day months.

"Accreted Value Table" means the table denominated as such which appears as an exhibit to a Supplemental Trust Agreement providing for the issuance of Capital Appreciation Bonds.

"Additional Bonds" means Fairfax County Metrorail Parking System Project Revenue Bonds authorized pursuant to Section 209 of this Trust Agreement.

"Authority" means the Fairfax County Economic Development Authority, created pursuant to the Authority Act, and its successors.

"Authority Act" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law including the Industrial Development and Revenue Bond Act (being Chapter 49 of Title 15.2, Code of Virginia, as amended from time to time).

"Authority Bonds" or **"Bonds"** (i) the Initial Bonds that may be issued by the Authority in connection with the financing of the Dulles Rail Phase II Parking Facilities, (ii) Additional Bonds and (iii) Refunding Bonds.

"Authority Liabilities" means all expenses and obligations of the Authority under this Trust Agreement (other than Bonds and the principal, interest and any redemption premiums thereon and amounts paid or provided for from the proceeds of Bonds) including, without limitation: (i) fees and expenses of the Trustee, Paying Agent and Bond Registrar as Trust Agreement Expenses and (ii) any amount payable by the Authority to the United States of America as Rebate Liability.

"Authority Representative" means any one of the persons designated to act on behalf of the Authority by written certificate furnished to a Trustee containing the specimen signature of such person and signed on behalf of the Authority by its Chairman or Vice-Chairman.

"Board of Supervisors" means the board of supervisors as the governing body of the County.

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

"**Bond Owner**", "**Owner of Bonds**", "**Bondowner**", "**Owner**" or **"Holder"** means, when used with respect to Bonds, the registered owner of any Bond.

"Bond Registrar" means, for the Bonds of any Series, the Bond Registrar at the time serving as such under this Trust Agreement and performing the duties set forth herein and in the applicable Supplemental Trust Agreement, whether the original or a successor Bond Registrar.

"Bond Year" means the period commencing on the first day of [____] of any calendar year ending on the last day of [___] of the following calendar year or such other annual period commencing and ending on the dates specified in a Supplemental Trust Agreement.

"**Bonds**" means the Authority Bonds.

"**Business Day**" means any Day other than a Saturday, Sunday or other day on which The New York Stock Exchange or banks are authorized or required to close in New York, New York or Richmond, Virginia.

"Capital Appreciation Bonds" mean the Bonds in any Series designated as Capital Appreciation Bonds in the Supplemental Trust Agreement authorizing the issuance of the Series and on which all or a portion of the interest payable thereon is compounded on a specified Compounding Date or Dates and paid thereafter.

"Closing" means the date on which Bonds are delivered against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

"Commonwealth" means the Commonwealth of Virginia.

["Completion Date" means the date of completion of payment of the Costs of Parking Facilities Projects.]

"Compounding Date" means the date or dates on which accrued interest on Capital Appreciation Bonds is compounded as more fully set forth in the Supplemental Trust Agreement authorizing the issuance of such Bonds.

"Construction Subfund" means a Subfund by that name established by this Trust Agreement and includes any separate Accounts or subaccounts established by the terms of any Supplemental Trust Agreement or any agreement pursuant thereto.

"Construction Account" means a Construction Account within the Construction Subfund created and so designated by Section 501 of this Trust Agreement.

"Costs of Issuance" means the items of expense relating to the authorization, sale and issuance of Bonds, which items of expense may include, without limitation: travel expenses; printing costs; costs of reproducing documents; computer fees and expenses; filing and recording fees; initial fees and charges of the Trustee, Registrar, Paying Agent and other fiduciaries; initial fees and charges of banks, insurers or other parties pursuant to guarantees, bond insurance policies and Credit Facilities; underwriters' discounts; fees and expenses of underwriters; legal fees and charges; consulting fees and charges including costs of traffic studies and other feasibility studies conducted in connection with the sale of the Bonds; auditing fees and expense; financial advisor's fees and charges; costs of credit ratings; insurance premiums; fees and charges for the execution, transportation and safekeeping of Bonds; and any other administrative or other costs of issuing such Bonds and investing the Bond proceeds.

"Costs of Issuance Account" means a Costs of Issuance Account within the Construction Subfund created and so designated by Section 501 of this Trust Agreement.

["Costs"] as applied to any Parking Facilities Project shall mean, without intending thereby to limit or restrict any proper definition of such word under the Authority Act, all items of cost set forth in Section 403 of this Trust Agreement.

"County" means the County of Fairfax, Virginia.

"County Executive" means either the County Executive of Fairfax County, Virginia, or any person succeeding to the principal functions thereof.

"County Parking Revenues" means the net revenues realized by the County from the operation of its Fairfax County Metrorail Parking System and credited to the Fairfax County Metrorail Parking System Revenues Subfund, such net revenues in any period being the difference between the gross revenues of the Fairfax County Metrorail Parking System in such

period and the current expenses of the County in such period in operating and maintaining the Fairfax County Metrorail Parking System.

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

[**"County Reserve Payments"** means those payments, if any, under an applicable Payment Agreement in which the County has agreed, subject to the appropriation by the County of moneys for such purposes to pay to the Trustee for the account of the Authority an amount equal to any deficiency in the Reserve Subfund.]

"Credit Bank" means as to any particular Series of Bonds, the person (other than an Insurer) providing a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility, as designated in the Supplemental Trust Agreement providing for the issuance of such Bonds.

"Credit Facility" means as to any particular Series of Bonds, a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility (other than an insurance policy issued by an Insurer), as approved in the Supplemental Trust Agreement providing for the issuance of such Bonds.

"Current Interest Bonds" means Bonds the interest on which is payable on the Interest Payment Dates provided therefor in a Supplemental Trust Agreement.

"Days" means calendar days, unless otherwise designated.

"Debt Service Subfund" means the Subfund by that name created and so designated by Section 501 of this Trust Agreement, and includes any separate Accounts or subaccounts established by the terms of any Supplemental Trust Agreement or any agreement pursuant thereto.

"Debt Service Requirements" means, for any Bond Year, the aggregate of (a) the Principal and Interest Requirements on Bonds of all Series then outstanding for such Bond Year and (b) the payments required to be made in respect of Parity Indebtedness for such Bond Year; provided, however, that interest expense shall be excluded from the determination of Debt Service Requirements to the extent that such interest is to be paid from the proceeds of Bonds or Parity Indebtedness or from investment (but not reinvestment) earnings thereon [(other than proceeds and investment earnings on deposit in the Reserve Subfund)] if such proceeds shall have been invested in Defeasance Obligations and to the extent such earnings may be determined precisely. The Authority may provide in a Supplemental Trust Agreement that interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds, be included in the determination of Debt Service Requirements.

"Defaulted Interest" means Defaulted Interest as defined in Section 203 of this Trust Agreement.

"Defeasance Obligations" means Government Obligations and the obligations described in clause (C) of the definition of "Investment Obligations".

"Deposit Day" means the last Business Day of each ____ and ____ (or for any Series of Bonds any other day that may be designated in the Supplemental Trust Agreement as a "Deposit Day"), on which day a deposit is required in order that the sum of the available moneys on deposit on the next Interest Payment or Interest and Principal Payment Date shall be equal to the principal of and interest and redemption premium, if any, due and payable on the Bonds on such Date.

"Event of Default" means with respect to this Trust Agreement any of those events set forth in Section 801 of this Trust Agreement.

"Fairfax County Metrorail Parking System" means the initial system, created and defined by resolution, adopted on _____ __, 2014, by the Board of Supervisors of the County, of parking facilities serving various Metrorail Stations in the County, being the County controlled parking garages at the Wiehle [East Reston], Herndon and Innovation Center Metrorail Stations, and includes any additional projects designated as such by resolution of the Board of Supervisors of the County.

"Fairfax County Metrorail Parking Surcharge Revenues Subfund" means the subfund within the Fairfax County Metrorail Parking Pledged Revenues Fund in which the Surcharge Revenues are held.

"Fairfax County Metrorail Parking Pledged Revenues Fund" means the special revenues fund created on the books of account of the County, containing (i) the County Parking Revenues credited to the Fairfax County Metrorail Parking System Revenues Subfund and (ii) the Surcharge Revenues credited to the Fairfax County Metrorail Parking Surcharge Revenues Subfund.

"Fairfax County Metrorail Parking System Revenues Subfund"means the subfund within the Fairfax County Metrorail Parking Plegded Revenues fund in which the Parking Revenues are held.

"Fiduciary" or Fiduciaries" means the Trustee, the Registrar, the Paying Agent, and any escrow, authenticating or other agent of the Authority or County or of any other Fiduciary, or any or all of them, as the context may require.

"Fiscal Year" means the consecutive 12-month period beginning July 1 and ending June 30 of the following year, or such other fiscal year of twelve months as may be determined by the County and the Authority.

"Fitch" means Fitch, Inc., its successors and assigns, and if Fitch Investors Service, Inc., shall no longer perform the functions of a securities rating agency, "Fitch" shall be

deemed to refer to any other nationally recognized securities rating agency designated by the County or the Authority in its stead.

"Fund" means the Metrorail Parking Projects Project Fund established by this Trust Agreement.

"General Assembly" means the General Assembly of the Commonwealth.

"Generally Accepted Accounting Principles" or **"GAAP"** means such accepted accounting practice as, in the opinion of the Accountant, conforms at the time to a body of generally accepted accounting principles.

Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or evidences of indirect ownership of such obligations.

"Indebtedness" means (a) the Bonds, (b) any Parity Indebtedness, and (c) all other indebtedness of the Authority relating to Parking Facilities Projects and payable from the Trust Estate.

"Initial Bonds" has the meaning ascribed to it in Section 208.

"Initial Parking Facilities Project" means the parking facilities to be financed and owned by the County at the Herndon and Innovation Center WMATA Metrorail stations. The Initial Parking Facilities Project is within the definition of "Parking Facilities Projects" for purposes of this Trust Agreement.

"Insurer" means, as to any particular maturity or any particular Series of the Bonds, the person undertaking to insure such Bonds, as designated in the Supplemental Trust Agreement providing for the issuance of such Bonds.

"Interest Payment Date" means an [April 1] or [October 1], as the case may be; provided, however, that Interest Payment Date may mean, if so provided in a Supplemental Trust Agreement permitted by this Trust Agreement, such other date or dates provided therein or permitted thereby.

"Interest Period" means each period from and including an Interest Payment Date to and including the day immediately preceding the next Interest Payment Date.

"Interest Rate" means any interest rate borne or to be borne by a Series of Bonds.

"Interest Requirement" for any Bond Year, as applied to Bonds of a Series, means the total of the sums that would be deemed to accrue on such Bonds during such Bond Year if the interest on the Current Interest Bonds of such Series were deemed to accrue daily during such year in equal amounts; provided, however, that interest expense shall be excluded from the determination of Interest Requirement to the extent that such interest is to be paid from the proceeds of Bonds or from investment (but not reinvestment) thereof [(other than proceeds

and investment earnings on deposit in the Reserve Subfund)] if such proceeds shall have been invested in Defeasance Obligations and to the extent such earnings may be determined precisely. The Authority may provide in a Supplemental Trust Agreement that interest expense on Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds be included in the determination of Interest Requirement.

"Investment Obligations" means Government Obligations and, to the extent from time to time permitted by the laws of the State, (A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration, (v) United States Postal Service and (vi) any other agency or instrumentality of the United States of America now or hereafter created, which obligations are backed by the full faith and credit of the United States of America; (B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks; (vi) Federal Financing Bank, (vii) Federal Farm Credit System and (viii) Federal Home Loan Mortgage Corporation; (C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's, S&P and Fitch (or any two of the three if the third such rating agency does not provide a rating) in one of two highest rating categories (without regard to gradations such as "plus" or "minus" or numerical modifiers, of such categories); (D) investments pursuant to the Government Non-Arbitrage Act, Chapter 47, Title 2.2, Code of Virginia, 1950, as amended; (E) certificates of deposit or time deposits of (i) any bank, any branch of any bank, trust company or national banking association (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000; provided, however, that such certificates of deposit or time deposits shall be fully secured to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above; or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, Code of Virginia, 1950, as amended, whose parent State bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1-32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent State bank or bank holding company, as the case may be, is not less than $50,000,000 ("a subsidiary trust company"); provided, however, that such certificates of deposit or time deposits shall be fully secured, to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above; (F) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000, or (ii) a subsidiary trust company described in item (E)(ii) above, or (iii) a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) and (B) above and having on the date of the repurchase agreement a fair market value equal to at least 102% of the amount of the repurchase obligation of the bank or trust company; provided,

however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations; (G) subject to the ratings requirements set forth below, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated AAAm-G or AAAm by S&P or Aaa by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations and (H) any and all investments authorized by the Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia, 1950, as amended). Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the repurchase agreement is obligated to repurchase the Investment Obligations. Any investment in obligations described in (A), (B) and (C) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

"Loan Agreement" means the Loan Agreement dated as of _____, 201_ between the Authority and the Board of Supervisors pursuant to which the County, subject to the terms and conditions of such agreement, has agreed to make Basic Payments (as defined in such Agreement) in amounts intended to be sufficient to pay the principal of and interest on the Initial Bonds. The Loan Agreement is within the definition of "Payment Agreements." References to the Loan Agreement include the County Bond (as defined in the Loan Agreement) that evidences the County's obligation to make the payments required of it by the Loan Agreement.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if Moody's Investors Service, Inc., shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County or the Authority in its stead.

"[N]ewspaper" means a newspaper regularly published in the English language in each of five consecutive days each week.

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

"Opinion of Counsel" means a written opinion of an attorney or firm or firms of attorneys acceptable to the Authority and the Trustee and who (except as otherwise expressly provided herein) may be counsel for the Authority, the County or either of them, or the Trustee.

"Parity Indebtedness" means any Indebtedness incurred in accordance with the provisions of Section 704 hereof and payable on a parity with the Principal and Interest Requirements of Bonds issued under the provisions of this Trust Agreement. Parity Indebtedness does not include Bonds.

"Parking Facilities Projects" shall include Initial Parking Facilities Project and the financing, planning, developing, constructing and improving of County-controlled parking structures and surface lots and related facilities and improvements such as pedestrian bridges that provide access for WMATA patrons to and from the entrance plazas, bus drop off areas, park and ride areas, and connecting sidewalks related to such parking facilities at WMATA Metrorail stations.

"Parking Revenues" means the County Parking Revenues and the Surcharge Revenues.

"Paying Agent" means, for any Series of Bonds, the paying agent or tender agent designated as such and performing the duties set forth in the Supplemental Trust Agreement providing for the issuance of such Bonds.

"**Payment Agreement**" shall mean the Loan Agreement and any other note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County shall be obligated to make (i) solely from Parking Revenues, Payments on such dates and in such amounts as shall be sufficient for the Authority to make timely payment of all amounts that may become due and payable on a Series of Bonds, and (ii) [County Reserve Payments][Sum Sufficient Payments] subject only to the appropriation by the Board of Supervisors of the County of funds for the purpose of the County's making such payments.

"**Payments**" shall mean payments of money that the County is or may become obligated to make under a Payment Agreement.

"Payment of Bonds" or **"Payment of a Series of Bonds"** means payment in full of all principal or purchase price of, redemption premium, if any, and interest on the applicable Bonds or Series of Bonds.

"[P]erson" means and includes an association, unincorporated organization, a corporation, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond. For purposes of this definition, any Bond authenticated and delivered under Section 212 of this Trust Agreement in lieu of a mutilated, destroyed, stolen or lost Bond shall be deemed to evidence the same debt as the mutilated, destroyed, stolen or lost Bond.

"[P]rincipal" means (i) with respect to the principal amount of any Capital Appreciation Bond, the Accreted Value thereof (the difference between the stated amount to be paid at maturity and the Accreted Value being deemed unearned interest) except as used in this Trust Agreement in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default, in which cases "principal" means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Value and the initial public offering price being deemed interest) but when used in connection with determining whether the Holders of the requisite principal amount of Bonds then outstanding have given any request, demand, authorization, direction, notice, consent or waiver, "principal" means the Accreted Value and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable at maturity.

"Principal and Interest Requirements" for any Bond Year means the sum of the Principal Requirement and the Interest Requirement for such Year.

"Principal Payment Date" means each April 1 upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to sinking fund redemption; provided, however, Principal Payment Date may mean, if so provided by a Supplemental Trust Agreement, such other date or dates as may be provided thereby or permitted therein.

"Principal Requirement" means, for any Bond Year, as applied to Bonds of a Series, the total of the sums that would be deemed to accrue on such Bonds during such Bond Year if the principal of the Current Interest Bonds of such Series due on a particular Principal Payment Date were deemed to accrue daily, beginning on a date exactly 12 months previous, during such period in equal amounts and the Accreted Value of the Capital Appreciation Bonds of such Series, as of the applicable Principal Payment Date, were deemed to accrue daily during such Year in equal amounts to but not including the applicable Principal Payment Date.

"Rating Agency" means any one or more, as the context may require, of the following that as of the date of applying this definition maintain, at the Authority's request, a rating on the applicable Bonds: Fitch, Moody's and S&P.

"Rebate Subfund" means a Rebate Subfund created and so designated by Section 501 of this Trust Agreement, and includes any separate accounts or sub-accounts established by the terms of any Supplemental Trust Agreement or any agreement pursuant thereto.

"Rebate Liability" means the amount or amounts periodically determined by an Accountant selected by the Authority Representative, to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended.

"Record Date" as used with respect to any Interest Payment Date for any Series of Bonds offered and sold to the public means the date designated in any Supplemental Trust Agreement as the record date for the payment of interest on such Series of Bonds, or if no Record Date is so designated (i) with respect to interest not in default, the fifteenth day next preceding such Interest Payment Date with respect to such Series and (ii) with respect to defaulted interest, the fifth day preceding payment thereof.

"Redemption Date" means the date upon which any Bonds are to be redeemed prior to their respective stated maturities pursuant to the redemption provisions of any Supplemental Trust Agreement.

"Redemption Price" means, with respect to Bonds or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and this Trust Agreement.

"Refunding Bonds" means Fairfax County Metrorail Parking System Refunding Revenue Bonds issued, in one or more Series, for the purpose of refunding a like or different principal amount of Authority Bonds and authenticated and delivered pursuant to this Trust Agreement.

[**"Reserve Subfund"** means the Fairfax Metrorail Parking System Debt Service Reserve Subfund created and so designated by Section 501 of this Trust Agreement.]

[**"Reserve Subfund Insurance Policy"** means the insurance policy or surety bond or irrevocable letter of credit or guaranty deposited in the Reserve Subfund in lieu of or in partial substitution for cash on deposit or to be deposited therein. Such Reserve Subfund Insurance Policy shall be payable (upon the giving of notice as required thereunder) on any Interest or Principal Payment Date (for the Series of Bonds in respect of which it was deposited) on which a deficiency exists in the Debt Service Subfund. The issuer providing such Reserve Subfund Insurance Policy shall be (A) an insurer that has been assigned for bonds insured by the issuer of such Policy, ratings by Moody's, S&P and Fitch (or any two of the three if the third such rating agency does not provide a rating) in one of two highest rating categories (without regard to gradations, such as "plus" or "minus" or numerical modifiers, of such categories) or (B) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have been assigned ratings by Moody's, S&P and Fitch (or any two of the three if the third such rating agency does not provide a rating) in one of the two highest rating categories (without regard to gradations such as "plus" or "minus" or numerical modifiers).]

[**"Reserve Subfund Requirement"** [as to Bonds, means as of any date of calculation, an amount of cash, securities or Reserve Subfund Insurance Policy, or a combination thereof, equal to the maximum amount of principal and interest scheduled to become due in the current or any future Fiscal Year on the Bonds outstanding ("MADS"); provided, however, (Y) for the initial Series of the Bonds issued pursuant to Section 208, the Reserve Subfund Requirement shall be MADS for any Fiscal Year subsequent to the Fiscal Year ending June 30, 20__ and (Z) to the extent the Code limits the amount of the proceeds of any Series that may be deposited to the credit of the Reserve Subfund, the Reserve Subfund Requirement upon and subsequent to the issuance of such Series shall be equal to the lesser of (I) MADS on the Bonds outstanding after the issuance of such Series of Bonds and (II) the sum of (a) the Reserve Subfund Requirement on the Bonds outstanding prior to the issuance of such Series of Bonds and (b) the maximum amount of proceeds of the Series of Tax-Exempt Bonds permitted by the Code to be used to fund the Reserve Subfund and invest the Reserve Subfund at an unrestricted yield, as more particularly provided in the applicable Supplemental Trust Agreement.]

In the event the Authority determines to provide for deposits to a separate account within the Reserve Subfund in respect of any Parity Indebtedness, the term "Reserve Subfund Requirement" may be amended to include such additional deposits.

"S&P" means Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, its successors and assigns, and, if Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designed by the County or the Authority in its stead.

"Secretary" means the Secretary or any Assistant Secretary of the Authority or any person succeeding to the principal functions thereof.

"Securities Depository" means The Depository Trust Company, New York, New York or other recognized securities depository selected by the Authority, which maintains a book-entry system in respect of one or more Series of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

"Securities Depository Nominee" means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Bond Registrar the Bond certificates to be delivered and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

"Serial Bonds" means the Bonds that are stated to mature in consecutive annual installments and that are so designated in a Supplemental Trust Agreement.

"Series" means Bonds identified as a separate Series which are authenticated and delivered on original issuance and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to any Supplemental Trust Agreement.

"Sinking Fund Requirement" means, 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, as contemplated in Section 301 of this Trust Agreement.

"Special Record Date" for the payment of any Defaulted Interest on Bonds means a date fixed by a Trustee or by the Bond Registrar pursuant to Section 203 of this Trust Agreement.

"State" means the Commonwealth of Virginia.

"Subfund" or **"Subfunds"** means any one or more, as the case may be, of the separate special subfunds established by this Trust Agreement or by any Supplemental Trust Agreement.

[**"Sum Sufficient Payments"** means those payments, made by the County, if any, under the provisions of an applicable Payment Agreement in which the County has appropriated from its General Fund a sum sufficient to provide and pay on any Interest Payment Date and Principal Payment Date, the amount by which (i) the amount of the Interest Requirements on Bonds payable on such Interest Payment Date or the Principal Requirements on Bonds payable on such Principal Payment Date exceeds (ii) the amount of Parking Revenues and any other available funds held by the Trustee for the purpose of making such payments.]

"Supplemental Trust Agreement" means an amendment or supplement, executed by the Authority and the Trustee, to this Trust Agreement, and in conformity with the provisions of Article XI hereof, providing for the issuance of a Series of Bonds or for the incurrence of Parity Indebtedness and setting forth the provisions and details thereof not inconsistent herewith including any amendments and supplements thereto permitted hereby and any other such agreement permitted by Article XI hereof.

"**Surcharge Agreement**" means the Second Amended and Restated Surcharge Implementation Agreement between the County and WMATA, dated and effective as of _____, 2014, which provides, among other things, the agreement of WMATA to collect the Surcharge Revenues and provide them to the County.

"Surcharge Revenues" means certain parking surcharge fees on parking spaces within certain WMATA controlled parking facilities collected by WMATA and transferred to the County for deposit is the Fairfax County Metrorail Parking Surcharge Revenues Subfund, as provided in the Surcharge Agreement.

"Tax-Exempt Bonds" means Bonds the interest on which is intended to be excludable from the gross income of the Owners thereof for federal income tax purposes.

"Term Bonds" means 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 a Supplemental Trust Agreement.

"Trust Agreement" means this Trust Agreement, authorizing the Initial Bonds and providing for the issuance of Series of Additional and Refunding Bonds, as supplemented and amended as permitted hereby.

"Trust Agreement Expenses" means those fees and expenses of the Trustee contemplated by Section 903 of this Trust Agreement and the fees and expenses of any Paying Agent and the Bond Registrar that shall been approved in writing by the Authority Representative.

"Trustee" means the trustee at the time acting as such under this Trust Agreement whether the original or a successor trustee.

"Trust Estate" means,

(a) the items enumerated in clauses (a) and (b) of the Granting Clause of this Trust Agreement; and

(b) proceeds of the foregoing.

"Virginia Code" or **"Code of Virginia"** means the Code of Virginia of 1950, as amended.

"WMATA" means Washington Metropolitan Area Transit Authority.

Section 102. Rules of Construction. (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "Holder" and "person" shall include the plural as well as the singular number.

(b) Where the character or amount of any asset, liability or term of income or expense is required to be determined or any consolidation, combination or other accounting computation

is required to be made for the purpose hereof or for the purpose of any document, affidavit or certificate to be executed and delivered in accordance with or pursuant to this Trust Agreement, the same shall be done in accordance with generally accepting accounting principles; provided, however, that whenever the context makes clear that the requirement is that cash, or its equivalent, be available to meet Indebtedness, computations regarding such requirement shall be computed on a cash, and not on a generally accepted accounting basis.

(c) All references to the payment of the principal amount of Bonds includes the payment of the Accreted Value of any Capital Appreciation Bonds. In any case where the principal amount of Bonds is required to be determined, the Accreted Value of any Capital Appreciation Bond at the time of such determination shall be treated as the outstanding principal amount thereof.

(d) All references to the principal corporate trust office for so long as U.S. Bank National Association is the Trustee, Bond Registrar, or Paying Agent shall mean its corporate trust office in the City of Richmond, Virginia.

[End of Article I]

ARTICLE II.

DETAILS OF BONDS; ISSUANCE OF BONDS

Section 201. Limitation on Issuance of Bonds. No Bonds may be issued under the provisions of this Trust Agreement except in accordance with the provisions of this Article.

Section 202. Form and Numbering of Bonds. Unless otherwise provided in the applicable Supplemental Trust Agreement, the definitive Bonds are issuable in fully registered form in the denomination of $5,000 or any whole multiple thereof. The definitive Bonds issued under the provisions of this Article shall be substantially in the form hereinabove set forth, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Trust Agreement and the applicable Supplemental Trust Agreement. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto.

Section 203. Details and Execution of Bonds. Unless otherwise provided in the applicable Supplemental Trust Agreement, the Bonds shall be dated, shall bear interest until their payment, such interest to the maturity thereof being payable semi-annually on April 1 and October 1 in each year, and shall be stated to mature (subject to the right of prior redemption), all as hereinafter provided.

Unless otherwise provided in the applicable Supplemental Trust Agreement, each Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first Interest Payment Date in which event it shall bear interest from its date; provided, however, that if at the time of authentication of any Bond, interest is in default, such Bond shall bear interest from the date to which interest has been paid.

Unless otherwise provided in the applicable Supplemental Trust Agreement, the Bonds shall be executed with the signatures or facsimile signatures of the Chairman and of the Secretary and a facsimile of the official seal of the Authority shall be impressed or imprinted thereon.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also any Bonds may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bonds shall be the proper officers to sign such Bonds although at the date of such Bonds such persons may not have been such officers.

Except as otherwise provided in a Supplemental Trust Agreement, both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of

America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in the applicable Supplemental Trust Agreement, the principal of and premium on, if any, all Bonds shall be payable at the principal corporate trust office of the Bond Registrar upon the presentation and surrender of such Bonds as the same shall become due and payable. Provided, however, that if any arrangement concerning payment on Bonds exists between the Authority and a Securities Depository, the Trustee shall set aside and the Bond Registrar, or Paying Agent if any, shall remit by wire transfer to such Securities Depository, in Federal Reserve or other immediately available funds, the amounts required for paying principal of, and premium if any, on such Bonds as the same shall become due and payable. In no event shall such wire transfer be made later than 12:00 Noon, Fairfax County, Virginia time on the Principal Payment Date or date for the payment of premium, if any.

Interest on any Bond that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid by the Trustee by check to any person who is not a Securities Depository Nominee in whose name that Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date for such Interest Payment Date. Provided, however, that if any arrangement concerning payment on Bonds exists between the Authority and a Securities Depository, the Trustee shall set aside and the Bond Registrar, or Paying Agent if any, shall remit by wire transfer to such Securities Depository, in Federal Reserve or other immediately available funds, the amounts required for paying interest on such Bonds as the same shall become due and payable. In no event shall such wire transfer be made later than 12:00 Noon, Fairfax County, Virginia time on the Interest Payment Date.

Any interest on any Bond that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the Holder as of the relevant Regular Record Date solely by virtue of such Holder's having been such Holder on such Date; and such Defaulted Interest may be paid by the Authority, at its election in each case, as provided in subparagraph A or B below:

A. The Authority may elect to make payment of any Defaulted Interest on the Bonds to the persons in whose names such Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Authority shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be a date that will enable the Trustee to comply with the next sentence hereof), and at the same time the Authority shall deposit or cause to be deposited with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subparagraph provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 days nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Authority of such Special Record Date and, in the name and at the expense of the Authority, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to

be mailed, first-class postage prepaid, to each Holder at his address as it appears in the registration books maintained under Section 206 of this Trust Agreement not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the Authority, cause a similar notice to be published at least once in a financial journal distributed in the Borough of Manhattan, City and State of New York, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and of the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds (or their respective Predecessor Bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following subparagraph B.

B. The Authority may make payment of any Defaulted Interest on the Bonds in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Authority to the Trustee of the proposed payment pursuant to this subparagraph, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, that were carried by such other Bond, and each such Bond shall bear interest from a date such that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 204. Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth, duly executed by the Bond Registrar, shall be entitled to any benefit or security under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication on the Bond shall have been duly executed by the Bond Registrar, and such certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Trust Agreement. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

Section 205. Exchange of Bonds. Bonds, upon surrender thereof at the principal corporate trust office of the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series and maturity, of any denomination or denominations authorized by this Trust Agreement and bearing interest at the same rate as the registered Bonds surrendered for exchange.

The Authority shall make provision for the exchange of the Bonds at the principal corporate trust office of the Bond Registrar.

Section 206. Registration of Transfer of Bonds. The Bond Registrar shall keep books for the registration, exchange and registration of transfer of Bonds and if so provided in a Supplemental Trust Agreement, Parity Indebtedness, as provided in this Trust Agreement and in the applicable Supplemental Trust Agreement. The Bond Registrar shall evidence acceptance of the duties, obligations and responsibilities of Bond Registrar by execution of the certificate of authentication on the Bonds.

The transfer of any Bond may be registered only upon the books kept for the registration of transfer of Bonds upon surrender of such Bond to the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar.

Upon any such exchange or registration of transfer, the Authority shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Trust Agreement, in the aggregate principal amount equal to the principal amount of such Bond surrendered, of the same Series and maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Authority shall execute and the Bond Registrar shall authenticate and deliver Bonds within a commercially reasonable time, according to then prevailing industry standards, in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. No service charge shall be made for any registration of transfer or exchange of Bonds, but the Authority and the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Bonds. Except as provided in a Supplemental Trust Agreement, neither the Authority nor the Bond Registrar shall be required (i) to issue, register the transfer of or exchange Bonds during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds under Section 303 of this Trust Agreement and ending at the close of business on the day of such mailing or (ii) to register the transfer of or to exchange any Bond so selected for redemption in whole or in part.

Section 207. Ownership of Bonds. The Authority, the Trustee, any Paying Agent or the Bond Registrar and any agent of the Authority, the Trustee, any Paying Agent or the Bond Registrar, may treat the person in whose name any Bond is registered on the books of the Authority kept by the Bond Registrar pursuant to Section 206 hereof as the Holder of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest on, such Bond, and for all other purposes whatsoever, whether such Bond be overdue, and, to the extent permitted by law, neither the Authority, the Trustee, any Paying Agent or the Bond Registrar nor any such agent shall be affected by any notice to the contrary.

Section 208. Authorization and Issuance of the Initial Bonds. There shall be initially issued at one time or in Series from time to time under and secured by this Trust Agreement revenue bonds of the Authority, designated "Fairfax County Economic Development Authority Fairfax County Metrorail Parking System Project Revenue Bonds" (the "Initial

Bonds"), in an aggregate principal amount not to exceed _____Dollars ($___,___,000), for the purpose of providing funds, together with any other available funds, for paying all or any portion of the Costs of the Initial Parking Facilities Project. Such Initial Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Serial Bonds, Term Bonds, or any combination thereof, shall have such Series designation or designations, if any, shall be dated and shall be stated to mature, subject to the right of prior optional and mandatory sinking fund redemption, if any, on the dates and in the principal amounts, shall have such other details, shall be sold in such manner to such purchasers upon the payment of such purchase price, may be insured and may be secured in whole or in part by a Credit Facility, all as shall be provided by the applicable Supplemental Trust Agreement.

Except as to any Credit Facility or insurance policy in respect of the Bonds [or any Reserve Subfund Insurance Policy] and as to any differences in the rate or rates of interest, the maturities or the provisions for redemption or purchase and except for such differences, if any, respecting the use of moneys in various accounts in the [Reserve Subfund or] Debt Service Subfund, the Initial Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Trust Agreement as all other Bonds, if any, hereafter issued under this Trust Agreement.

The Initial Bonds shall be executed substantially in the form and in the manner hereinabove set forth or as provided herein and in the applicable Supplemental Trust Agreement and shall be deposited with the Bond Registrar for authentication, but before each Series of the Initial Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar the following:

(a) an executed counterpart, or a copy, certified by the Secretary of the Authority, of this Trust Agreement;

(b) an executed counterpart, or a copy, certified by the Secretary, of the Supplemental Trust Agreement or Supplemental Trust Agreements fixing details of the Initial Bonds, approving any Credit Facility [or Reserve Subfund Insurance Policy], approving the sale of the Initial Bonds to the purchasers thereof, and directing the authentication and delivery of the Initial Bonds to or upon the order of such purchasers upon payment of the purchase price therein set forth and the accrued interest thereon;

(c) an executed counterpart or a copy, certified by a County Representative or the Secretary of the Authority, of the Loan Agreement;

(d) an opinion or opinions of counsel for the Authority, subject to customary exceptions and qualifications, to the effect that (1) this Trust Agreement has been duly executed and delivered by the Authority and is in full force and effect; (2) the Authority has all necessary power and authority to apply the proceeds of the Initial Bonds for the purposes described in this Trust Agreement; (3) the Supplemental Trust Agreement referred to in clause (b) above has been duly executed and delivered by the Authority and is in full force and effect, and the issuance of the Initial Bonds has been duly and validly authorized and all conditions precedent to the delivery of such Initial Bonds have been fulfilled and (4) no provision of such Initial Bonds or of the Trust

Agreement, including the applicable Supplemental Trust Agreement authorizing the Initial Bonds, results in or constitutes a default under any material agreement, indenture or other instrument to which the Authority is a party or by which the Authority is or may be bound;

(e) any additional documents or opinions required by the provisions of the Supplemental Trust Agreement or an agreement with a Credit Bank or Insurer and any Credit Facility or insurance policy issued by an Insurer in respect of a Series of the Initial Bonds [or any Reserve Subfund Insurance Policy];

(f) to the extent applicable, an original executed counterpart of any Credit Facility with respect to any such Initial Bonds upon the issuance thereof;

(g) an Opinion or Opinions of Counsel, subject to customary exceptions and qualifications, substantially to the effect that each of the Loan Agreement, including any supplement or amendment thereto, and any Credit Facility, and any such bond insurance policy [and any Reserve Subfund Reserve Policy] delivered in connection with the issuance of the Initial Bonds has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and binding obligation of such parties enforceable in accordance with its terms; and

(h) an Opinion of Bond Counsel, subject to customary exceptions and qualifications, that the issuance of such Initial Bonds has been duly authorized, that such Bonds are valid and binding obligations of the Authority entitled to the benefits and security of this Trust Agreement and, if such Initial Bonds are to be Tax-Exempt Bonds, that the interest on such Initial Bonds is excludable from gross income of the Owners for purposes of federal income taxation or, if such interest is not excludable, that the issuance and the intended use of the proceeds of such Initial Bonds will have no adverse effect on the tax-exempt status of any other Tax-Exempt Bonds.

When the documents mentioned in paragraphs (a) to (h), inclusive, of this Section shall have been filed with the Bond Registrar and when the Series of the Initial Bonds shall have been executed and authenticated by the Bond Registrar upon the request of the Authority, as required by this Trust Agreement, the Bond Registrar shall deliver such Series of the Initial Bonds to or upon the order of the purchasers named in the Supplemental Trust Agreement mentioned in paragraph (b) of this Section, but only upon payment to the Authority of the purchase price of the Initial Bonds and of the accrued interest, if any, thereon.

The proceeds (including accrued interest, if any) of the Initial Bonds, together with any other funds made available to the Authority, shall be deposited by the simultaneously with the delivery of the Initial Bonds as follows:

(1) with the Trustee, to the credit of a special account in the Construction Subfund ("Construction Account");

(2) with the Trustee, to the credit of the Debt Service Subfund an amount equal to the accrued interest, if any, on the Initial Bonds;

[(3) with the Trustee, to the credit of the Reserve Subfund an amount or a Reserve Subfund Insurance Policy, or a combination thereof, equal to the amount required to make the amount then to the credit of the Reserve Subfund equal to the Reserve Subfund Requirement;] and

(4) with the Trustee, to the credit of a special account in the Construction Subfund (the "Costs of Issuance Account") the amount specified by an Authority Representative, the balance remaining after the foregoing deposits have been made.

Section 209. Additional Bonds. Additional Series of Bonds of the Authority ("Additional Bonds"), in addition to the Bonds issued under Sections 208 and 210 of this Article, may be issued from time to time under and secured by this Trust Agreement, subject to the conditions hereinafter provided in this Section, for the purpose of providing funds, with any other available funds, for paying all or any portion of the remaining unpaid Costs of the Initial Parking Facilities Project not funded by Initial Bonds or Costs of other Parking Facilities Projects. Before Additional Bonds of any Series shall be issued under this Section, the Authority shall enter into a Supplemental Trust Agreement authorizing the issuance of such Bonds, fixing the amount and the details thereof and the purpose thereof. Such Additional Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Term Bonds, Serial Bonds, or any combination thereof, shall have such Series designation or designations, if any, shall be dated and shall be stated to mature, subject to the right of prior optional and mandatory sinking fund redemption, if any, on the dates and in the principal amounts, shall have such other details, shall be sold in such manner to such purchasers upon the payment of such purchase price, may be insured and may be secured in whole or in part by a Credit Facility, all as shall be provided by the Supplemental Trust Agreement. Except as to any Credit Facility or insurance policy in respect of the Additional Bonds [or any Reserve Subfund Insurance Policy] and as to any differences in the rate or rates of interest, the maturities or the provisions for redemption or purchase and except for such differences, if any, respecting the use of moneys in various accounts in the [Reserve Subfund or] Debt Service Subfund, such Series of Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Trust Agreement as all other Bonds theretofore or thereafter issued under this Trust Agreement.

Prior to or simultaneously with the delivery of such Additional Bonds by the Bond Registrar to or upon the order of the purchasers thereof, there shall be filed with the Bond Registrar items comparable to those described in paragraphs (b) through (h) of Section 208 and a certificate signed by the Chairman or Vice Chairman of the Authority and dated the date of such issuance, to the effect that to the best of knowledge of the signer:

(1) upon and immediately following such issuance, no Event of Default under the Trust Agreement, and no event or condition which, with the giving of notice or lapse of time or both, would become an Event of Default under this Trust Agreement, will have occurred and be continuing, or if such Event of Default or event or condition has occurred and is continuing, it will be cured upon the issuance of such Series of Additional Bonds; and

(2) all of the approvals, limitations, conditions and provisions precedent to the issuance of such Series of Additional Bonds in accordance with the Authority Act or otherwise have been obtained, observed, met and satisfied.

When (i) the documents mentioned above in this Section shall have been filed with the Bond Registrar, and (ii) the Additional Bonds shall have been executed by the Authority and authenticated by the Bond Registrar upon the request of the Authority as required by this Trust Agreement, the Bond Registrar shall deliver the Additional Bonds at one time to or upon the order of the purchasers named in the Supplemental Trust Agreement but only upon payment to the Authority of the purchase price of such Additional Bonds and the accrued interest, if any, thereon.

The proceeds (including accrued interest, if any) of such Additional Bonds together with any other funds made available by the Authority, shall be deposited by the Authority, simultaneously with the delivery of the Additional Bonds, the same as provided in paragraphs (1), (2), [and] (3) [and (4)] of Section 208 for the proceeds of the Initial Bonds.

Section 210. Refunding Bonds. Series of Refunding Bonds of the Authority may be also issued from time to time under and secured by this Trust Agreement, subject to the conditions hereinafter provided in this Section, for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding, including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding. Before any such Series of Refunding Bonds shall be issued under the provisions of this Section, the Authority shall enter into a Supplemental Trust Agreement authorizing the issuance of such Bonds, fixing the amount and the details thereof and describing the Indebtedness to be refunded. Such Refunding Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Serial Bonds, Term Bonds, or any combination thereof, shall have such Series designation or designations, if any, shall be dated and shall be stated to mature, subject to the right of prior optional and mandatory sinking fund redemption, if any, on the dates and in the principal amounts, shall have such other details, shall be sold in such manner to such purchasers upon the payment of such purchase price, may be insured and may be secured in whole or in part by a Credit Facility, all as may be provided in the Supplemental Trust Agreement authorizing the issuance of such Series of Refunding Bonds. Except as to any Credit Facility[,] [or] insurance policy [or Reserve Subfund Insurance Policy] and as to any differences in the maturities or the rate or rates of interest or the provisions for redemption and except for such differences, if any, respecting the use of moneys in various accounts in the [Reserve Subfund, or] Debt Service Subfund, such Refunding Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Trust Agreement as all other Bonds theretofore or thereafter issued under this Trust Agreement.

Such Refunding Bonds shall executed substantially in the form and in the manner hereinabove set forth or as provided herein and in the applicable Supplemental Trust Agreement and shall be deposited with the Bond Registrar for authentication, but before such Refunding Bonds shall be delivered by the Bond Registrar, there shall be filed with the Bond Registrar items comparable to those described in paragraphs (b) through (h) of Section 208 and a certificate signed by the Chairman or Vice Chairman of the Authority and dated the date of such

issuance, to the effect that to the best of knowledge of the signer no Event of Default under the Trust Agreement exists or if such Event of Default or an event or condition which, with the giving of notice or lapse of time or both, would become an Event of Default under this Trust Agreement has occurred and is continuing, it will be cured upon the issuance of such Series of Refunding Bonds.

The Trustee or any Credit Bank or Insurer may require the Authority to submit or cause to be submitted to it such other documents and certifications as such party in its judgment may reasonably require in connection with the issuance of such Refunding Bonds, including such documents showing that provision has been duly made for the payment or redemption or defeasance of all of the Indebtedness to be refunded.

When (i) the documents mentioned in the preceding paragraphs of this Section shall have been filed with the Trustee, and (ii) the Refunding Bonds described in the Supplemental Trust Agreement shall have been executed by the Authority and authenticated by the Bond Registrar upon the request of the Authority, as required by this Trust Agreement, the Bond Registrar shall deliver such Refunding Bonds, at one time to or upon the order of the purchasers thereof, but only upon payment to the Authority of the purchase price of such Bonds and the accrued interest thereon. The Bond Registrar shall not deliver such Refunding Bonds unless in the written determination of an Accountant, the proceeds (excluding accrued interest) of such Refunding Bonds, together with any other money deposited or to be deposited with the Trustee for such purpose, and the interest that shall accrue or accrete upon any Defeasance Obligations acquired pursuant to clause (3) below of this Section, shall be not less than an amount sufficient to pay the principal and the redemption premium, if any, of the Indebtedness to be refunded and the interest that will accrue or accrete thereon to the respective redemption and maturity dates.

The proceeds of such Refunding Bonds (including accrued interest, if any) and any other funds made available by the Authority shall be applied by the Secretary of the Authority simultaneously with the delivery of the Refunding Bonds in accordance with the provisions of Section 208 and then as follows:

(1) an amount that, together with the interest that shall accrue on the Defeasance Obligations acquired pursuant to this clause (1), shall be sufficient to pay the principal of and redemption premium, if any, and the interest on the Indebtedness to be refunded hereunder shall be paid to the Trustee as escrow agent, for deposit to the credit of a special account to be held in trust by the Trustee for the sole and exclusive purpose of paying such principal, redemption premium and interest; and money held for the credit of such account shall, as nearly as may be practicable and reasonable, be invested and reinvested by such Trustee, as directed by the Authority, in Defeasance Obligations that shall mature or be subject to redemption by the holder thereof at the option of such holder, at such time or times as shall be necessary or desirable to effectuate the purpose of such Refunding Bonds as stated in the applicable Supplemental Trust Agreement; and

[(2) such amount shall be paid to the Trustee for deposit to the credit of any account established in the Reserve Subfund as shall be required by reason of the issuance of the Refunding Bonds then proposed to be delivered and the Supplemental Trust Agreement authorizing the issuance of the Refunding Bonds under this Section (which

amount shall be not less than the minimum amount required, if any, to make the balance to the credit of the Reserve Subfund equal to the amount of the Reserve Subfund Requirement on account of all Series of Bonds outstanding immediately after the issuance of the Refunding Bonds); and]

(3)[(2)]any balance of such proceeds shall be paid to the Trustee for deposit to the credit of the Debt Service Subfund.

In the event that after a valuation by the Trustee of the amounts to the credit of the Debt Service Subfund [or Reserve Subfund] or any account created therein pursuant to this Trust Agreement, the Trustee determines that the balance of the credit of such Subfund or account exceeds the amount required to be on deposit therein on account of all Bonds and Parity Indebtedness to be outstanding after the issuance of the Refunding Bonds, such excess may, at the direction of an Authority Representative, be transferred to the escrow fund established for the refunded Indebtedness.

Section 211. Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon request of the Authority, the Bond Registrar shall authenticate and deliver, in lieu of definitive Bonds and subject to the same limitations and conditions, typewritten, printed, engraved or lithographed temporary Bonds, in the form of fully registered Bonds in the denomination (except as otherwise provided in the Supplemental Trust Agreement) of $5,000 or any whole multiple thereof, substantially of the tenor of the Bonds set forth in this Trust Agreement and with such appropriate omissions, insertions and variations as may be required.

Until definitive Bonds are ready for delivery, any temporary Bond may, if so provided by the Authority by resolution, be exchanged at the principal corporate trust office of the Bond Registrar, without charge to the Holder thereof, for an equal aggregate principal amount of temporary fully registered Bonds of authorized denominations, of like tenor, of the same maturity and bearing interest at the same rate.

If temporary Bonds shall be issued, the Authority shall cause the definitive Bonds to be prepared and to be executed and delivered to the Bond Registrar, and the Bond Registrar, upon presentation to it at its principal office of any temporary Bond, shall cancel the same and authenticate and deliver in exchange therefor at the place designated by the Holder, without charge to the Holder thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Trust Agreement as the definitive Bonds to be issued and authenticated hereunder.

Section 212. Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond secured hereby shall become mutilated or be destroyed, stolen or lost, the Authority shall cause to be executed, and the Bond Registrar shall authenticate and deliver, a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, and the Holder shall pay the reasonable expenses and charges of the Authority and the Bond Registrar in connection

therewith and, in case of a Bond destroyed, stolen or lost, the Holder shall file with the Bond Registrar evidence satisfactory to it and to the Authority that such Bond was destroyed, stolen or lost, and of his ownership thereof, and shall furnish the Authority and the Bond Registrar indemnity satisfactory to them. If any such Bond has matured or has been called for redemption, instead of issuing a new bond the Trustee may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond that is mutilated, destroyed, stolen or lost shall constitute an additional contractual obligation of the Authority, whether the destroyed, stolen or lost Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued under this Trust Agreement. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, stolen or lost Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

[End of Article II]

ARTICLE III.

REDEMPTION OF BONDS

Section 301. Redemption Dates and Prices. (a) The Bonds issued under the provisions of this Trust Agreement may be made subject to mandatory, extraordinary mandatory and optional redemption by the Authority, either in whole or in part, and at such times and prices as may be provided in the respective Supplemental Trust Agreements.

(b) In addition, the Term Bonds are required to be redeemed to the extent of the Sinking Fund Requirements, if any, therefor established by the Supplemental Trust Agreement providing for the issuance thereof.

Section 302. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the minimum denomination authorized by the applicable Supplemental Trust Agreement or in whole multiples of such minimum denomination. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum denomination authorized by the applicable Supplemental Trust Agreement. If less than all of the Bonds of a particular maturity of a Series shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee by such method as the Trustee in its sole discretion shall determine.

Section 303. Redemption Notice. (a) Except as otherwise provided in a Supplemental Trust Agreement, at least thirty (30) but not more than ninety (90) days before the redemption date of any Bonds, whether such redemption be in whole or in part, the Trustee shall cause a notice of any such redemption signed by the Authority to be mailed, certified mail, return-receipt requested to all Holders owning Bonds to be redeemed in whole or in part, but any defect in such notice or the failure so to mail any such notice to any Holder owning any Bonds shall not affect the validity of the proceedings for the redemption of any other Bonds. Each such notice shall set forth the Bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, the Series, and if less than all the Bonds of a Series shall be called for redemption, the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and of the same Series and maturity will be issued.

(b) Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price, consisting of par plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

(c) Except as otherwise provided in a Supplemental Trust Agreement, such redemption notices shall also be sent to each person to which the Authority shall have agreed in any agreement, with or for the benefit of the Holders, of the Authority entered into pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 304. Effect of Calling for Redemption. If the Authority gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if money to pay the redemption price of the affected Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the Trustee holds money available to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, such Bonds shall cease to be entitled to any benefits or security under this Trust Agreement or to be deemed outstanding; and the Holders of such Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof, plus accrued interest to the date of redemption. Bonds and portions of Bonds for which irrevocable instructions to pay or to call for redemption on one or more specified dates have been given to the Trustee and the Bond Registrar in form satisfactory to them shall not thereafter be deemed to be outstanding under this Trust Agreement and shall cease to be entitled to the security of or any rights under this Trust Agreement, other than rights to receive payment of the Redemption Price thereof and accrued interest thereon, to be given notice of redemption in the manner provided in Section 303, and, to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds if money or Government Obligations, or a combination of both, sufficient to pay the Redemption Price of such Bonds or portions thereof, together with accrued interest thereon to the date upon which such Bonds are to be paid or redeemed, are held in separate accounts by the Trustee or the Bond Registrar in trust for the holders of such Bonds.

Section 305. Redemption of Portion of Bonds. If a portion of an outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Authority shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such Holder or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same Series and maturity and bearing interest at the same rate. The Bond Registrar, as soon as practicable after the becoming available of funds for such partial redemption, shall obtain new sets of CUSIP numbers pertaining to the respective refunded and remaining outstanding portions of Bonds of the like description or descriptions selected for redemption. Such new CUSIP numbers, shall be provided, if possible, with the original CUSIP numbers, in the applicable defeasance and redemption notices to be given with respect to such Bonds.

Section 306. Cancellation. Bonds so redeemed, presented and surrendered shall be cancelled upon the surrender thereof.

Section 307. Use of Defeasance Obligations to Redeem Bonds. For purposes of all Sections in this Article, Defeasance Obligations shall be deemed to be sufficient to pay or

redeem Bonds on a specified date including any such date available to redeem such Bonds under the applicable Supplemental Trust Agreement if the principal of and the interest on such Defeasance Obligations, when due, will be sufficient to pay on such date the Redemption Price of, and the interest accruing on, such Bonds to such date.

[End of Article III.]

ARTICLE IV.

CONSTRUCTION SUBFUND

Section 401. Construction Subfund. A special subfund within the Route Metrorail Parking Projects Project Fund is hereby established and designated "Metrorail Parking Projects Project Construction Subfund". The Trustee shall deposit in the Construction Subfund a portion of the proceeds of each Series of Bonds in the amount and manner directed under the Supplemental Trust Agreement providing for the issuance of such Series. The Trustee shall maintain within the Construction Subfund the Construction Account and the Costs of Issuance Account (as described below) and such additional accounts as may be provided for herein and in any Supplemental Trust Agreement. Deposits shall be made to the credit of the Construction Subfund and any special accounts as provided in the applicable Supplemental Trust Agreement.

Section 402. Payments from the Construction Subfund. The Trustee shall use money in the Construction Subfund solely as follows:

(a) (1) Money in the Construction Account shall be used solely to pay or reimburse the County for the payment of any Costs of the Parking Facilities Projects for which the County is liable, and pending such use, may be invested, at the direction of an Authority Representative but in accordance with a schedule of estimated disbursements furnished by and updated from time to time by the County, in Investment Obligations in accordance with the provisions of Article VI.

(2) All investment income resulting from the investment of the Construction Account shall be credited to a subaccount in the Construction Account as realized and, except in the case of any moneys reserved to pay any Rebate Liability, transferred on or before each Deposit Day. An Authority Representative may direct the Trustee to transfer any moneys reserved to pay Rebate Liability to the Rebate Subfund in accordance with the Supplemental Trust Agreement. Any losses resulting from the investment of the Construction Account shall be charged first against the investment income to the credit of the subaccount in the Construction Account and then against the principal to the credit of the Construction Account.

(3) To withdraw funds to the credit of the Construction Account to pay or reimburse the County for payment of Costs of Parking Facilities Projects, there shall be filed with the Trustee as a condition precedent to each disbursement a requisition in the form of Exhibit A to this Trust Agreement, signed by a County Representative, stating to the best knowledge of the signer, that (A) the obligation has been incurred by or is otherwise payable by the County to pay Costs of the Parking Facilities Project, (B) the item is a proper charge against the Construction Account, and (C) the obligation has not been the basis for a prior requisition which has been paid.

(4) If the maturities of all Bonds outstanding shall have been accelerated pursuant to Section 802, all of the money in the Construction Account shall be transferred to the Debt Service Subfund.

(b) (1) Money in the Costs of Issuance Account shall be used solely to pay or reimburse the Costs of Issuance incurred in connection with the issuance of Bonds, and pending such use,

may be invested, at the direction of an Authority Representative in Investment Obligations in accordance with the provisions of Article VI.

(2) All investment income resulting from the investment of the Costs of Issuance Account shall remain to the credit of such Account. Any losses resulting from the investment of the Construction Account shall be charged first against the investment income to the credit of the subaccount in the Construction Account and then against the principal to the credit of the Construction Account.

(3) To withdraw funds to the credit of the Costs of Issuance Account to pay or reimburse Costs of Issuance, there shall be filed with the Trustee as a condition precedent to each disbursement a requisition in the form of Exhibit B to this Trust Agreement, signed by a County Representative or an Authority Representative, stating that to the best knowledge of the signer, that (A) the obligation has been incurred by or is otherwise payable by the County to pay the Costs of Parking Facilities Projects for which the County is liable, (B) the item is a proper charge against the Costs of Issuance Account and (C) the obligation has not been the basis for a prior requisition which has been paid.

Section 403. Cost. For the purpose of this Trust Agreement, the Cost of the Parking Facilities Projects shall embrace such costs as are eligible costs within the purview of the Authority Act and, without intending thereby to limit or restrict any proper definition of such Cost, shall include the following:

(a) the cost of acquiring by purchase, and the amount of any deposit in court or award or final judgment in, or any settlement or compromise of, any proceeding to acquire by eminent domain, such lands, property, property rights, rights of way, easements, franchises and other interests as may be deemed necessary or convenient for, options and partial payments thereon, the cost of demolishing or removing or relocating any buildings or structures or land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, and the amount of any damages incident to or consequent upon, any costs related to any Parking Facilities Project and all other costs as certified by the County, as appropriate, which have been incurred by it;

(b) preparation of surveys, cost estimates, appraisals, plans and specifications for, and fees for architectural, engineering, supervisory and consulting services, the costs of obtaining governmental or regulatory permits, licenses, franchises and approvals for the construction, and any other fees or expenses necessary or incidental to determining the feasibility or practicability of any Parking Facilities Project;

(c) all other costs related to any Parking Facilities Project, including, without limitation, EDA Liabilities, initial or acceptance fees of the Trustee, the Bond Registrar or of any Trustee, Paying Agent, legal, accounting and financial advisory fees and expenses, underwriting or private placement fees, fees of any Insurer or Credit Bank, filing and rating agencies' fees and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the validation of the Bonds, the preparation, execution and filing of this Master Trust Agreement and any Payment Agreement and any financing statements and all other documents in connection therewith, and payment of all fees, costs and expenses for the preparation of

Payment Agreement(s), this Trust Agreement and the Bonds, including recording fees and documentary stamp taxes, if any, and any other fees, intangible taxes and expenses necessary or incident to the issuance and sale of the Bonds;

(d) repayment of all temporary borrowings made by and advances to the Authority or the County in connection with any Parking Facility Project; and

(e) interest to accrue on the Bonds during the estimated construction period of the Parking Facilities Projects and for a reasonable period thereafter.

Section 404. Disposition of Balance in Construction Subfund. If so directed by an Authority Representative and upon the Trustee's receipt of a certificate, signed by an Authority Representative, stating which items of the Costs of Parking Facilities Projects, if any, have not been paid (including amounts reimbursable to the Authority or the County) and for the payment of which money should be reserved in the Construction Subfund, whether in the Construction Account or in the Costs of Issuance Account, the balance of any money remaining in excess of the amount to be reserved for payment of unpaid items of the Costs of the Parking Facilities Projects or Costs of Issuance shall, at the direction of the Authority Representative, be applied to one or more of the following uses:

(a) to transfer to the Rebate Subfund any amounts representing earnings on proceeds of Bonds deposited in the Construction Subfund required to pay any applicable Rebate Liability;

(b) to deposit in a special account created in the Debt Service Subfund to purchase or redeem Bonds of the applicable Series in accordance with Section 503; or

(c) if the Authority shall cause to be delivered to the Trustee an Opinion of Bond Counsel that the exclusion from gross income of the Owners of interest on any Tax-Exempt Bonds will not be adversely affected, to pay scheduled installments of Debt Service Requirements on the applicable Series of Bonds.

[End of Article IV]

ARTICLE V.

PROJECT FUND AND SUBFUNDS

Section 501. Establishment of Fund and Subfunds. There is hereby created the Metrorail Parking Projects Project Fund as a discrete fund of the Authority.

In addition to any subfunds or accounts that may be created pursuant to a Supplemental Trust Agreement or other resolution not inconsistent herewith, there are hereby created within the Metrorail Parking Projects Project Fund of the Authority the following subfunds, each of which is to be held by the Trustee:

(i) Metrorail Parking Projects Debt Service Subfund (the "Debt Service Subfund");

(ii) [Metrorail Parking Projects Debt Service Reserve Subfund (the "Reserve Subfund");] and

(iii) Metrorail Parking Projects Rebate Subfund (the "Rebate Subfund").

The money in each of said Subfunds shall be held in trust and applied as hereinafter provided.

Section 502. Funds Received. Except as otherwise specifically provided by this Trust Agreement, all Trust Estate moneys received by the Trustee shall be deposited in the Metrorail Parking Projects Project Fund. The moneys to the credit of the Metrorail Parking Projects Project Fund shall be subject to a lien and charge in favor of the Holders until applied and paid out as herein authorized.

Semi-annually, on or before each Deposit Day the Trustee shall from moneys to the credit of the Metrorail Parking Projects Project Fund

(i) first, deposit into the Debt Service Subfund, after first taking into account any accrued interest deposited from the proceeds of any Bonds and then any amounts received pursuant to [Sections 402, 403, 504 and 506]

(1) an amount equal to the interest due on the Bonds on the next Interest Payment Date, and

(2) if the next Interest Payment Date is also a Principal Payment Date, the amount, if any, required to increase the amount then held for the credit of the Debt Service Subfund to an amount equal to the sum of (i) the amount of interest scheduled to become due on such date, (ii) the aggregate principal amount of the Serial Bonds that will become due and payable on such date, and (iii) the amount of the Sinking Fund Requirement for the Term Bonds on such date;

(ii) [second, deposit to the Reserve Subfund, an amount that, together with the amount credited to such Subfund on such date, is equal to the current Reserve Subfund Requirement;]

(iii) third, pay any Trust Agreement Expenses or Authority Liabilities for which other funds are not available, as determined by an Authority Representative, so much of any balance as such Representative may direct; and

(iv) fourth, deposit to the Rebate Account in respect of any Rebate Liability for which other funds are not available, as determined by an Authority Representative, so much of any balance as such Representative may direct.

The payments and deposits required pursuant to this Section shall be cumulative, and the amount of any deficiency on any Deposit Day shall be added to the amount otherwise required to be paid or deposited thereafter until such time as such deficiency shall have been made up.

[Five (5) days] prior to each Deposit Day, the Trustee shall notify the County and the Authority of the amount of investment income or other moneys available in the form of cash or Investment Obligations in the Debt Service Subfund [and the Reserve Subfund] on the Deposit Day or that will be available, without any reinvestment, on the next Interest Payment Date to pay principal, premium or interest coming due on the Bonds.

(b) Notwithstanding the foregoing provisions of clauses (i), (ii) and (iv) of subsection (a), if there shall be to the credit of the applicable Subfund or any special account created therein on a Deposit Day the amount required to be on deposit to the credit of the Subfund or any special account created therein on the next Interest Payment Date or the next Principal Payment Date or the next Parity Indebtedness payment date, no further deposit into such Subfund on account of the requirements of said clause (i), (ii) or (iv) shall then be required.

Section 503. Application of Moneys in Debt Service Subfund. All interest accruing on the Bonds up to the date of their delivery shall be paid from the amounts deposited in the Debt Service Subfund pursuant to Section 208, 209 or 210 of this Trust Agreement. Except as otherwise provided in this Trust Agreement, moneys in the Debt Service Subfund shall be used solely for the payment of Parity Indebtedness and the principal of and premium, if any, and the interest on the Bonds. The Trustee shall on each Interest Payment Date withdraw from such moneys and transfer to the Bond Registrar or Paying Agent, who shall remit to each Holder, the amounts required for paying the interest on such Bonds on such date, and on each Principal Payment Date the Trustee shall withdraw from such moneys and transfer to the Bond Registrar or Paying Agent who shall set aside in trust, the amounts required for paying the principal of and premium, if any, on the Bonds due on such date. Payment of Parity Indebtedness shall be timely made from moneys set aside for such purpose, and such amounts shall be paid or shall be deposited in trust with the Bond Registrar or any Paying Agent for such purpose.

The Trustee shall endeavor as directed by an Authority Representative to purchase Bonds prior to maturity at the most advantageous prices obtainable, such prices not to exceed the principal amount of such Bonds. The Trustee shall pay the purchase price and accrued interest

on such Bonds from the Debt Service Subfund; provided, however, that money in the Debt Service Subfund may be used by the Trustee at the direction of an Authority Representative, to purchase Bonds for cancellation only to the extent said moneys are in excess of the amount required for payment of the Bonds and Parity Indebtedness theretofore matured or called for redemption and the total amount of interest and principal scheduled to become due on the next succeeding Interest Payment Date or Principal Payment Date, respectively; and provided further that except as provided in a Supplemental Trust Agreement, no such purchase shall be made within the period of forty-five (45) days immediately preceding any Interest Payment Date on which the Bonds are subject to call for redemption under the provisions of this Trust Agreement except from moneys other than moneys set aside or deposited for the redemption of Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Debt Service Subfund may be applied as provided in the applicable Supplemental Trust Agreement to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of and premium, if any, and interest on Bonds.

Section 504. [Application of Moneys in Reserve Subfund. Moneys to the credit of the Reserve Subfund shall be subject to a lien and charge in favor of the Holders.

(a) Not later than each Interest Payment Date for the Bonds then outstanding the Trustee shall transfer from the Reserve Subfund to the Debt Service Subfund

(1) if such Interest Payment Date is not a Principal Payment Date, the amount, if any, required to increase the amount then held to the credit of the Debt Service Subfund to an amount equal to the amount of interest scheduled to become due on such date; or

(2) if such Interest Payment Date is also a Principal Payment Date, the amount, if any, required to increase the amount then held for the credit of the Debt Service Subfund to an amount equal to the sum of (i) the amount of interest scheduled to become due on such date, (ii) the aggregate principal amount of the Serial Bonds that will become due and payable on such date, and (iii) the amount of the Sinking Fund Requirement for the Term Bonds on such date.

The Trustee shall notify the Authority and the County of any such withdrawal from the Reserve Subfund.

If the amount transferred from the Reserve Subfund to the Debt Service Subfund pursuant to the foregoing provisions of this Section shall be less than the amount required to be transferred under such provisions, any amount thereafter deposited to the credit of the Reserve Subfund shall be immediately transferred to the Debt Service Subfund as, and to the extent, required to make up any such deficiency.

(b) In the event that two or more accounts have been established in the Reserve Subfund as contemplated by Sections 208, 209, 210, and 704 the necessary withdrawals shall be made solely from and to the extent of moneys credited to the account corresponding to such Series of Bonds; otherwise, such accounts shall be drawn upon pro rata in accordance with the

amounts of principal and interest coming due on the Bonds of different Series to the extent necessary to remedy such deficiencies.

(c) Except as provided in a Supplemental Trust Agreement and consistent with the provisions with respect to Excess Earnings in Section 504(g) below, if on the last Business Day prior to any Deposit Day preceding each April 1st, the amount of moneys held for the credit of the Reserve Subfund shall exceed the Reserve Subfund Requirement as then calculated, the Trustee shall transfer from the Reserve Subfund the amount of such excess that does not consist of Excess Earnings to the Debt Service Subfund.

(d) Whenever the amount on deposit in the Reserve Subfund is less than the Reserve Subfund Requirement, the Trustee shall notify the Authority and the County of the amount of the deficiency. Upon notification, the Authority shall as soon as possible deliver to the Trustee the amount of such deficiency, [drawing upon the County Reserve Payments to be made available by the County pursuant to the Payment Agreements.]

(e) In the case of Bonds secured by a Credit Facility, amounts on deposit in a separate account in the Reserve Subfund may be applied as provided in the applicable Supplemental Trust Agreement to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of and premium, if any, and interest on such Bonds.

(f) Any provision of this Trust Agreement to the contrary notwithstanding, no moneys to the credit of the Reserve Subfund may be withdrawn and applied to the payment of Parity Indebtedness unless the Authority shall have provided for deposits to a separate account within the Reserve Subfund with respect to such Parity Indebtedness.

(g) With respect to each applicable Series of Bonds, the Excess Earnings in the Reserve Subfund shall be transferred immediately upon receipt to the Rebate Fund but only to the extent that the amount to the credit of the Reserve Subfund exceeds the Reserve Subfund Requirement.

(h) In lieu of the required deposits or transfers to the Reserve Subfund specified in [Section 208, 209, 210 and 502 and 506], or from time to time after any such deposits and transfers have been made, the Authority may cause to be deposited into the Reserve Subfund for the benefit of the holders of the Bonds a Reserve Subfund Insurance Policy in an amount equal to (1) the difference between the Reserve Subfund Requirement and the sums, if any, then on deposit in the Reserve Subfund or being deposited in the Reserve Subfund concurrently with such Reserve Subfund Insurance Policy, or (2) any amount up to the Reserve Subfund Requirement, to be released at the direction of the Authority Representative. The Reserve Subfund Insurance Policy shall be payable (upon the giving of notice as required thereunder) on any due date on which money shall be required to be withdrawn from the Reserve Subfund for deposit into the Debt Service Subfund and applied to the payment of principal or interest on any Bonds if such withdrawal cannot be met by cash (including cash resulting from the liquidation of Investment Obligations) on deposit in the Reserve Subfund. If a disbursement is made pursuant to a Reserve Subfund Insurance Policy provided pursuant to this subsection, the Authority is obligated either (i) to reinstate the maximum limits of such Reserve Subfund Insurance Policy or (ii) to deposit into the Reserve Subfund funds in the amount of the disbursement made under

such Reserve Subfund Insurance Policy, or a combination of such alternatives, as shall provide that the amount in the Reserve Subfund equals the Reserve Subfund Requirement, all as provided in the applicable Supplemental Trust Agreement.

Notwithstanding anything contained in this Subsection, no deposit into the Reserve Subfund of a Reserve Subfund Insurance Policy will be effective until the Trustee receives written confirmation from each Rating Agency rating the Bonds, or any of them, at the request of the Authority that the rating for the affected Series of Bonds will not be downgraded or withdrawn as a result of the substitution.]

[Alternative Section 504. Sum Sufficient Payments.]

[No later than each Deposit Day, the Trustee shall notify the County and the Authority of the deficiency, if any, to the amount required to be on deposit in the Debt Service Subfund for payment of the interest due on the Bonds and if the next Interest Payment Date is also a Principal Payment Date, the amount, if any, required to increase the amount then held for the credit of the Debt Service Subfund to an amount equal to the sum of (i) the amount of interest scheduled to become due on such date, (ii) the aggregate principal amount of the Serial Bonds that will become due and payable on such date, and (iii) the amount of the Sinking Fund Requirement for the Term Bonds on such date. Upon notification, the Authority shall as soon as possible deliver to the Trustee the amount of such deficiency, drawing upon the Sum Sufficient Payments to be made available by the County pursuant to an applicable Payment Agreement.]

Section 505. Rebate Subfund.

(a) Except with respect to earnings on funds and accounts qualifying for exceptions to the rebate requirements of Section 148 of the Code, the Authority shall determine and pay or cause to be paid, from any legally available source, the Rebate Liability to the United States of America, as and when due, in accordance with Section 148(f) of the Code, as provided in this Section, and shall retain records of all such determinations until six years after Payment of Bonds.

(b) The Trustee shall hold the money deposited in the Rebate Subfund for payment to the United States in accordance with the Supplemental Trust Agreement. An Authority Representative may direct the Trustee to transfer to the Rebate Subfund all or any part of Excess Earnings from any Subfund or Account in accordance with the Supplemental Trust Agreement. **The Rebate Subfund is not pledged to and shall not be used for the payment of the Bonds.** After final Payment of the Bonds and final payment of any Rebate Liability pursuant to the Supplemental Trust Agreement, any amount remaining in the Rebate Subfund shall be paid to the Authority.

Section 506. Moneys Held in Trust. All moneys that the Trustee shall have withdrawn from the Debt Service Subfund or shall have received from any other source and set aside or transferred to the Bond Registrar or any Paying Agent for the purpose of paying any of the Bonds or Parity Indebtedness hereby secured, either at the maturity thereof or by purchase or call for redemption, or for the purpose of paying interest on the Bonds or Parity Indebtedness, shall be held in trust for the respective Holders. Except as otherwise provided in a Supplemental Trust Agreement, any moneys that are so set aside or transferred and that remain unclaimed by the Holders or by the owners of Parity Indebtedness for a period of three (3) years after the date

on which such Bonds or Parity Indebtedness have become payable shall be paid to the County, or to such successor as may then be entitled by law to receive the same, and thereafter the Holders or owners, as the case may be, shall look only to the County, or to such successor, as the case may be, for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility with respect to such money.

Section 507. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be delivered to the Bond Registrar when such payment, redemption or purchase is made, and such Bonds shall be cancelled. All Bonds cancelled under any of the provisions of this Trust Agreement shall be destroyed by the Bond Registrar, which shall execute a certificate in duplicate, describing the details of the Bonds so cancelled and destroyed, and one executed certificate shall be filed with the Authority and one executed certificate shall be retained by the Bond Registrar.

Section 508. Disposition of Subfund Balances. After provision shall be made for the payment of all outstanding Bonds issued and Parity Indebtedness incurred under this Trust Agreement, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, the Trustee shall pay all amounts in any Subfund then held by it under this Trust Agreement to the County.

[End of Article V.]

ARTICLE VI.

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 601. Security for Deposits. Any and all moneys deposited under the provisions of this Trust Agreement shall, to the extent provided herein, be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor of the Authority. Such moneys shall be held in trust and applied in accordance with the provisions of this Trust Agreement.

All moneys deposited with the Trustee hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency or held by the Authority shall be continuously secured, for the benefit of the Authority and the Holders, in the manner provided by State law for the security for public funds; provided, however, that it shall not be necessary for the Bond Registrar or any Paying Agent to give security for the deposit of any moneys with it for the payment of the principal of or the redemption premium or the interest on any Bonds, or, except as specifically required by this Trust Agreement, for the Authority or any Trustee to give security for any moneys that shall be represented by obligations purchased under the provisions of this Article as an investment of such moneys.

All moneys shall be credited to the particular subfund or account to which such moneys belong.

Section 602. Investment of Moneys. Moneys held for the credit of all subfunds and accounts therein shall be continuously invested and reinvested by or at the direction of an Authority Representative by telephonic communication subsequently confirmed in writing.

Moneys held for the credit of the Rebate Subfund and the Construction Subfund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, at the times required. Pending final disposition thereof, any moneys held for the credit of the Construction Subfund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, not later than one year after the date of such investment.

Moneys held for the credit of the Debt Service Subfund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, not later than the respective dates when the moneys held for the credit of said Subfund will be required for the purposes intended.

Moneys held for the credit of the Reserve Subfund shall, as nearly as may be practicable, be invested and reinvested to the extent permitted by law in Government Obligations or Investment Obligations described in clauses (A) and (B) of the definition of Investment Obligations in Section 101 of this Trust Agreement, which obligations shall mature, or shall be subject to redemption at the option of the holder thereof, not later than the final maturity of the Bonds; provided, however, that in the event of a withdrawal of and transfer by the Trustee of

moneys from the Reserve Subfund to the Debt Service Subfund with the result that the balance in the Reserve Subfund shall for any period be less than the Reserve Subfund Requirement, all such cash deposited or resulting from investments to the credit of the Reserve Subfund shall be invested in Investment Obligations that shall mature, or be subject to redemption at the option of the holder thereof, not later than the next Interest Payment Date after the date of such investment or reinvestment until there shall again be to the credit of the Reserve Subfund an amount equal to the Reserve Subfund Requirement. Provided, further, that notwithstanding the first sentence of this paragraph, moneys for the credit of the Reserve Subfund may be invested in repurchase obligations meeting the requirements described in clause (F) of the definition of Investment Obligations, and subject to the following requirements that (1) such obligations are flexible repurchase agreements with a term not greater than the final maturity of the applicable Series of Bonds, (2) the counterparty to the agreement or its guarantor, has ratings on its senior debt or claims paying ability of not less than "AA" from S&P, "Aa2" from Moody's and "AA" from Fitch, except that such ratings from any two of these three Rating Agencies shall suffice if the third rating agency provides no rating, (3) collateral is provided in the form of Government Obligations or obligations of federal agencies described in (A) of the definition of Investment Obligations, (4) such collateral is held in the amount of 102% of the amount of the repurchase amount, (5) such collateral is held by an independent third party agent and (6) such collateral is marked to market at least weekly. Provided, however, that if the ratings referenced in (2) above, from all three Rating Agencies are the highest given by such Rating Agencies, then the requirements described in (4) and (6) above are modified so that collateral may be held in the amount of 102% of the amount of the repurchase amount and marked to market at any interval which is not less often than monthly.

Investment Obligations acquired with moneys and credited to any Subfund or account held by or under the control of the Trustee or the Authority shall, while so held, be deemed at all times to be part of such Subfund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized upon the disposition or maturity of such investment shall be credited to or charged against such Subfund or account; provided, however, that the interest accruing thereon and any profit realized or any loss realized upon the maturity or disposition of such investment prior to the close out of the Construction Account in the Construction Subfund, as evidenced in accordance with the provisions of Section 403 of this Trust Agreement, shall, in the case of the Debt Service Subfund, the Reserve Subfund and the Rebate Subfund, be credited to or charged against the Subfund or Account of which it is a part, respectively. The Trustee, at the direction of the Authority Representative with respect to all Subfunds and Accounts, shall sell or cause to be sold at the best price obtainable or reduce to cash a sufficient amount of such Investment Obligations whenever it shall be necessary so to do in order to provide moneys to make any payment or transfer of moneys from any such Subfund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment.

Whenever a payment or transfer of moneys between two or more of the Subfunds established pursuant to Articles IV and V of this Trust Agreement is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article, provided that the Investment

Obligations transferred are those in which moneys of the receiving Subfund could be invested at the date of such transfer.

Section 603. Valuation. For the purpose of determining the amount on deposit to the credit of any such Subfund or Account, obligations in which money in such Subfund or Account shall have been invested shall be valued at amortized cost if the average weighted life of the investments to the credit of such Subfund or Account is five years or less or if more than five years at the market value or the amortized cost thereof, whichever is lower. A Reserve Subfund Insurance Policy shall be valued at the amount that the Trustee is authorized to draw upon to pay debt service on Bonds.

The Trustee shall value the Investment Obligations in the Subfunds and Accounts held by it at least once in every Bond Year on the last Business Day prior to the Deposit Day each April 1st and report such balances to the Authority and the County. In addition, the Investment Obligations shall be valued by the Trustee at any time requested by an Authority Representative on reasonable notice (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar month.

[End of Article VI.]

ARTICLE VII.

GENERAL COVENANTS AND REPRESENTATIONS

Section 701. Payment of Principal, Interest and Premium. The Authority 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 Bonds at the places, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof.

The Bonds are payable solely from the Trust Estate derived by the Authority from the Payment Agreements and other money pledged under this Trust Agreement. The Bonds issued under this Trust Agreement shall not be deemed to constitute a pledge of the faith and credit of the State or of any political subdivision thereof, including the Authority and the County. Neither the faith and credit of the State nor the faith and credit of the Authority or the County are pledged to the payment of the principal of or premium, if any, or interest on the Bonds, and the issuance of the Bonds shall not directly or indirectly or contingently obligate 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 this Trust Agreement. The Authority has no taxing power.

Section 702. Covenant to Perform of the Authority. The Authority shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Trust Agreement and in any Bond executed, authenticated and delivered hereunder. The Authority represents that it is duly authorized under the Constitution and laws of the State, particularly the Authority Act, to issue the Bonds authorized hereby and to enter into this Trust Agreement and pledge the Trust Estate, in the manner and to the extent herein set forth as security for the Bonds; that all action on its part for the issuance of the Bonds initially issued hereunder and the execution and delivery of this Trust Agreement has been duly and effectively taken; and that such Bonds in the hands of the Holders thereof are and will be valid and binding limited obligations of the Authority according to their terms.

Section 703. Covenants with Credit Banks, Insurers, etc. The Authority may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit- or liquidity-support that shall enhance the security or the value of such Bonds and thereby reduce the Principal and Interest Requirements on such Bonds. Such covenants may be set forth in the applicable Supplemental Trust Agreement and shall be binding on the Authority, the Trustee, the Bond Registrar, the Depositaries and all the Holders of Bonds the same as if such covenants were set forth in full in this Trust Agreement.

Section 704. Limitations on Parity Indebtedness. (a) The Authority may incur and refund Parity Indebtedness, provided that the documents providing for such Parity Indebtedness shall specify the amounts and due dates of the Debt Service Requirements of such Parity Indebtedness and the principal and interest components of such Debt Service Requirements and that the Trustee shall determine that all the requirements of Section 209, or all the requirements of Section 210, as appropriate, of this Trust Agreement shall have been met the same as if such

Parity Indebtedness to be incurred were an additional Series of Bonds to be issued under the provisions of Section 209 or 210, respectively; provided however that [Parity Indebtedness shall not have a lien on the Reserve Subfund and that] at the election of the Authority, Parity Indebtedness may or may not have the benefit of the covenants of the County contained in Payment Agreements relating to [the Reserve Subfund][the Sum Sufficient Payments].

(b) The Authority covenants that it will faithfully fulfill all lawful requirements of all contracts or agreements creating such Parity Indebtedness and that it will require all other parties thereto to fulfill their lawful obligations thereunder.

Section 705. Further Instruments and Actions. At the request of the Trustee, the Bond Registrar or any other fiduciary for the owners of Parity Indebtedness, the Authority shall execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement.

Section 706. County Appropriations. In the event that [the Trustee shall make a withdrawal from the Reserve Subfund pursuant to Section 504(a), and the amount to the credit of the Reserve Subfund shall be less than the Reserve Subfund Requirement, the Trustee shall notify the Authority of such withdrawal in accordance with Section 504(a) and the Authority hereby covenants that it shall, through an Authority Representative, (i) notify the County of such withdrawal and the date thereof, and the difference between the amount of the Reserve Subfund Requirement and the amount to the credit of the Reserve Subfund and (ii) request the County to budget, if it shall not have already done so, and appropriate and pay to the Trustee pursuant to [the Payment Agreements.] *OR* [Sum Sufficient Payments are required to be made pursuant to Section 504, the Trustee shall forthwith notify the County and the Authority of such requirement.]

[End of Article VII.]

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 801. Events of Default. Each of the following events is hereby declared an Event of Default:

(a) payment of any installment of interest on any Bonds or any Parity Indebtedness shall not be made when the same shall become due and payable; or

(b) payment of the principal of or the redemption premium, if any, on any Bonds or any Parity Indebtedness shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or pursuant to a Sinking Fund Requirement or otherwise; or

(c) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Trust Agreement or any resolution supplemental hereto and such default shall continue for ninety (90) days after receipt by the Authority of a written notice from the Holders of a majority in aggregate principal amount of Bonds then outstanding specifying such default and requiring the same to be remedied; provided, however, that no Event of Default under the provisions of this paragraph (c) shall occur so long as the Authority is in good faith acting to remedy the default and such default is curable by such remedial action.

The foregoing provisions of subsection (c) of this section are subject to the following limitations: if by reason of force majeure, the Authority is unable in whole or in part to carry out any of its agreements herein contained, the failure of the Authority to carry out any such agreements shall not be deemed an Event of Default during the continuance of such inability, including a reasonable time for the removal of the effect thereof.

The term "force majeure" shall mean any cause, circumstance or event that is not reasonably foreseeable and that is not within the control of the Authority, including, without limitation, the following: 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, 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 of or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; or shortages of or inability to obtain labor, materials, supplies or transportation.

The Authority agrees, however, to use its best efforts to remedy with all reasonable dispatch any force majeure preventing it from carrying out its agreements.

Upon the occurrence of an Event of Default known to the Authority, the Trustee, shall give prompt written notice to the Authority specifying the nature of the Event of Default. The Authority shall give the Trustee notice of all events of which it is aware that either constitute

Events of Default under this Trust Agreement or, upon notice by or to the Authority or the passage of time, would constitute Events of Default hereunder.

Section 802. Acceleration of Maturities. Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 801, then and in every such case the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or this Trust Agreement to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Trust Agreement, moneys shall have accumulated in the Debt Service Subfund sufficient to pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Bonds then outstanding (except the principal of any Bonds not then due and payable by their terms and the interest accrued on such Bonds since the last Interest Payment Date) and sufficient to satisfy the Sinking Fund Requirements of the then current Bond Year, and the charges, compensation, expenses, disbursements, advances and liabilities of the Bond Registrar and the Trustee and all other amounts then payable by the Authority hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and any default in the observance or performance of any covenant, condition, agreement or provision contained in the Bonds or this Trust Agreement (other than a default in the payment of the principal of such Bonds then due and payable only because of a declaration under this Section) shall have been remedied to the satisfaction of the Trustee, then, in every case, the Trustee shall, by written notice to the Authority, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 803. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 801 of this Article, then and in every such case the Trustee may proceed and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall proceed to protect and enforce its rights and the rights of the Holders under the laws of the State or under this Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee or by such Holders, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming and remaining due from the Authority for principal, interest or otherwise under any of the provisions of this Trust Agreement or of the Bonds, together with interest on overdue payments of principal at the rate or rates of interest payable on any Bonds outstanding and all costs and expenses of collection and of all proceedings hereunder, without prejudice to any other right or remedy of the Trustee or of the Holders and to recover and enforce any

judgment or decree against the Authority, but solely as provided herein, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

Section 804. Pro Rata Application of Funds. [***Verify that this provision applicable*** -- Anything in this Trust Agreement to the contrary notwithstanding, if at any time the moneys in the Debt Service Subfund shall not be sufficient to pay the interest on or the principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of Section 802), such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as provided in this Section.

(a) If the principal of all the Bonds shall not have become or shall not have been declared due and payable, all such moneys shall be applied

first: to the payment to the persons entitled thereto of all installments of interest on the Bonds then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds that shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Trust Agreement), in the order of their due dates, with interest on the principal amount of such Bonds at the respective dates upon which such Bonds became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; and

third: to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of Article V.

(b) If the principal of all the Bonds, shall have become or shall have been declared due and payable, all such moneys shall be applied

first: to the payment to the persons entitled thereto of all installments of interest on the Bonds due and payable on or prior to maturity, if any, in the order in which

such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, and then to the payment of any interest due and payable after maturity on the Bonds, ratably, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and

second: to the payment of the principal of the Bonds, ratably, to the persons entitled thereto, without preference or priority of any Bond over any other Bond.

(c) If the principal of all the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 802 then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due and payable or be declared due and payable, the moneys remaining in and thereafter accruing to the Debt Service Subfund shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future, the deposit of such moneys with any paying agents, or otherwise setting aside such moneys, in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Holder of Bonds or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee or Bond Registrar shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the Holder of any Bond until such Bond shall be surrendered to the Trustee or the Bond Registrar for appropriate endorsement, or for cancellation if fully paid.]

Section 805. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case, the Authority, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

Section 806. Control of Proceedings by Holders. Anything in this Trust Agreement to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of

Bonds then outstanding shall have the right, subject to the provisions of Section 903 of this Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement.

Section 807. Restrictions Upon Actions by Individual Holders. Except as provided in Section 812 of this Article, no Holder shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust hereunder or for any other remedy hereunder unless such Holder previously shall have given to the Trustee, the Authority and the Bond Registrar written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Holder shall have made a written request of the Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and unless, also, there shall have been offered to the Trustee, reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Holders of not less than a majority in aggregate principal amount of Bonds then outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Holders hereunder. It is understood and intended that, except as otherwise above provided, no one or more Holders shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Holders and that any individual rights of action or other right given to one or more of such Holders by law are restricted by this Trust Agreement to the rights and remedies herein provided.

Section 808. Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Trust Agreement or under any Bonds may be enforced by the Trustee without the possession of any Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Holders hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders.

Section 809. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 810. Delay Not a Waiver. No delay or omission by the Trustee or of any Holder in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence

therein; and every power or remedy given by this Trust Agreement to the Trustee and to the Holders may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 811. Notice of Default. The Trustee shall provide to the Bond Registrar to mail, by certified mail, return receipt requested, to all Holders at their addresses as they appear on the registration books written notice of the occurrence of any Event of Default set forth in Section 801 of this Article, within thirty (30) days after the Trustee shall have notice of the same, that any such Event of Default shall have occurred.

Section 812. Right to Enforce Payment of Bonds Unimpaired. Nothing in this Article shall affect or impair the right of any Holder to enforce the payment of the principal of and the interest on his Bond or the obligation of the Authority to pay the principal of and the interest on each Bond to the Holder thereof at the time and place in said Bond expressed.

Section 813. Rights of Credit Bank and Insurer. Notwithstanding anything contained in this Trust Agreement to the contrary, until the Authority has reimbursed a Credit Bank or any Insurer for amounts paid under a Credit Facility or under an insurance policy to pay the interest on or the principal of any Bonds, (a) such Bonds shall be deemed to be outstanding and such Credit Bank or Insurer shall succeed to the rights and interests of the Holders to the extent of the amounts paid under the Credit Facility or insurance policy until such amount has been reimbursed and (b) upon presentation to the Bond Registrar, such Bond shall be registered in the name of the Credit Bank or Insurer or its nominee.

[End of Article VIII.]

ARTICLE IX.

CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

Section 901. Acceptance of Duties. _____, with a corporate trust office in _____, is hereby appointed as Trustee under this Trust Agreement and accepts the duties, obligations and trusts imposed upon said bank by this Trust Agreement. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

None of the provisions contained in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 902. Trustee Not Liable for Failure of the Authority to Act. The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Authority or because of the loss of any money arising through the insolvency or the act or default or omission of any other Trustee in which such money shall have been deposited under the provisions of this Trust Agreement. The Trustee shall not be responsible for the application or investment of any of the proceeds of Bonds or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, investment, payment, withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 903. Compensation and Indemnification of Trustee. Subject to the provisions of any contract with the Authority or the County relating to compensation, the Authority shall pay the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder and shall indemnify and save the Trustee harmless against any liabilities that it may incur in the proper exercise and performance of its powers and duties hereunder but solely from moneys available for such purpose under the terms of this Trust Agreement.

Section 904. Trustee May Rely on Certificates. If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee and in any case in which

this Trust Agreement provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Trust Agreement, any request, notice, certificate or other instrument from the Authority or the County to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any Authority Representative or County Representative respectively, and the Trustee may accept and rely upon a certificate signed by any Authority Representative and County Representative as to any action taken by the Authority and the County, respectively.

Section 905. Notice of Default. Except upon the happening of any event of default specified in clauses (a) or (b) of Section 801 of this Trust Agreement, the Trustee shall not be obliged to take notice or be deemed to have notice of any event of default hereunder, unless specifically notified in writing of such event of default by the owners of not less than a majority in aggregate principal amount of the Indebtedness hereby secured and then outstanding in respect of the Indebtedness.

Section 906. Trustee May Deal in Bonds. The bank or trust company acting as Trustee under this Trust Agreement, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued under and secured by this Trust Agreement, may join in any action that any bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee or a Trustee under this Trust Agreement, may engage or be interested in any financial or other transaction with the Authority or the County and may maintain any and all other general banking and business relations with the Authority or the County with like effect and in the same manner as if the Trustee were not a party to this Trust Agreement; and no implied covenant shall be read into this Trust Agreement against the Trustee in respect of such matters.

Section 907. Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein and in the Bonds (excluding the Bond Registrar's certificate of authentication on the Bonds) shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 908. Reliance on Certain Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, or upon the written opinion of any attorney, engineer, accountant or financial professional believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Trust Agreement or otherwise to the giving to any person of notice of the provisions hereof. The Trustee shall not be

responsible for insuring the Parking Facilities Projects or collecting any insurance moneys, or for the validity of the execution by the Authority of this Trust Agreement or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds.

Section 909. Resignation and Removal of Trustee Subject to Appointment of Successor. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 913.

Section 910. Resignation of Trustee. The Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing to be given to the Authority, the County and to be mailed to all owners of Bonds and Parity Indebtedness, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

Section 911. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing filed with the Authority executed by the owners of not less than a majority in principal amount of the Bonds and Parity Indebtedness hereby secured and then outstanding. A facsimile copy of each such instrument shall be delivered promptly by the Authority to the Trustee. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Authority pursuant to resolution or of the owners of not less than a majority in aggregate principal amount of the Bonds and Parity Indebtedness then outstanding under this Trust Agreement. The Trustee may also be removed at any time, without regard to any action or omission by the Trustee, by the Authority provided that the Authority is not at such time in default under the provisions of this Trust Agreement.

Section 912. Appointment of Successor Trustee. If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall appoint a Trustee to fill such vacancy. The Authority shall cause notice of any such appointment to be mailed to the County and all owners of Bonds and Parity Indebtedness.

At any time within one year after any such vacancy shall have occurred, the owners of a majority in principal amount of the Bonds and Parity Indebtedness hereby secured and then outstanding, by an instrument or concurrent instruments in writing, executed by such owners and filed with the Authority, may appoint a successor Trustee, that shall supersede any Trustee theretofore appointed by the Authority. Facsimile copies of each such instrument shall be delivered promptly by the Authority to the predecessor Trustee, to the Trustee so appointed and to the County.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within ten (10) days after the vacancy shall have occurred, the Authority, the County, the Holder of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction within the State to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars ($50,000,000).

Section 913. Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Authority and the County, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority or the County, and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 903, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request be executed, acknowledged and delivered by the Authority.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Trust Agreement and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

[End of Article IX.]

ARTICLE X.

EXECUTION OF INSTRUMENTS BY HOLDERS, PROOF OF OWNERSHIP OF BONDS, AND DETERMINATION OF CONCURRENCE OF HOLDERS

Section 1001. Execution of Instruments by Holders. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by any Holder may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holders or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of the Authority with regard to any action taken by either under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(b) The ownership of Bonds shall be proved by the registration books kept under the provisions of Section 206 of this Trust Agreement.

Nothing contained in this Article shall be construed as limiting the Authority to such proof, it being intended that the Authority may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Holder shall bind every future Holder of the same Bond in respect of anything done by such Holder or a Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Authority shall not be required to recognize any person as a Holder or to take any action at his request unless such Bonds shall be deposited with it.

[End of Article X.]

ARTICLE XI.

SUPPLEMENTAL TRUST AGREEMENTS

Section 1101. Supplemental Agreements Without Consent of Holders. The Authority from time to time and at any time, may enter into such supplements and amendments to this Trust Agreement as shall be consistent with the terms and provisions of this Trust Agreement (which Trust Agreement 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 the Authority under the provisions of this Trust Agreement, or

(d) to add to the covenants and agreements of the Authority in this Trust Agreement other covenants and agreements thereafter to be observed by the Authority or to surrender any right or power herein reserved to or conferred upon the Authority, or

(e) to provide for the issuance of Initial, Additional and Refunding Bonds and to provide for such other related matters as may be required or contemplated by or appropriate under this Trust Agreement, or

(f) to make change necessary to comply with the requirements of Moody's, S&P or Fitch, or their successors, or

(g) to make any other change that, in the judgment of the Authority, would not materially adversely affect the interests of the Holders of the Bonds.

Section 1102. 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 Bonds then outstanding that will be affected by a proposed supplement or amendment to this Trust Agreement shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by the Authority into such supplement or amendment as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this 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 Bonds issued hereunder, or (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the moneys credited to the Debt Service Subfund, [Reserve Subfund,] or Construction Subfund other than the pledge and

lien created by this Trust Agreement, or (d) a preference or priority of any Bonds over any other Bonds, or (e) a reduction in the aggregate principal amount of 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 Trust Agreement as authorized in Section 1101 of this Article.

If at any time the Authority shall determine that it is desirable to enter any supplement or amendment to this Trust Agreement for any of the purposes of this Section, the Authority 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 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. The Authority 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 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, the Authority 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 Bonds then outstanding that are affected by a proposed supplement or amendment to this 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, the Authority 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 Bonds outstanding that are affected by a proposed supplement or amendment to this 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 the Authority 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 Trust Agreement pursuant to the provisions of this Section, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of the Authority, the County, the Trustee, the Bond Registrar and all Holders shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Trust Agreement as so modified and amended.

Section 1103. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority or the County shall not be deemed outstanding Bonds for the purpose of any consent or other action or any calculation of outstanding Bonds provided for in this Article or Article XII, and the Authority, the County as holders of such 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, the Authority shall furnish the Trustee a certificate or certificates signed by an Authority Representative or County Representative as applicable upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1104. 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 Trust Agreement, or any term or provision therein contained, is desirable, having in view the purposes of such instrument, the needs of the Authority, the rights and interests of the Holders and the owners of any Parity Indebtedness, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the Authority, the County or to any Holder or to any owner of Parity Indebtedness or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment to this 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 the Authority, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this 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.

[End of Article XI]

ARTICLE XII.

SUPPLEMENTS AND AMENDMENTS TO OTHER AGREEMENTS

Section 1201. Supplements and Amendments Not Requiring Holders' Consent. The Authority may enter into supplements and amendments to any Payment Agreements and any Credit Facility only in accordance with the provisions of this Article. From time to time and at any time, the Authority may enter into such supplements and amendments that, in the judgment of the Authority, would not materially adversely affect the interests of the Holders after 30 days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, the Authority may enter into other supplements and amendments to such agreements, and the Trustee may consent to such amendments and supplements to such agreements that, in the judgment of the Authority, would not materially adversely affect the interests of the Holders (which supplements and amendments shall thereafter form a part thereof),

(a) to cure any ambiguity or formal defect or omission in any of such agreements or in any supplement or amendment thereto, or

(b) to grant to or confer upon the Authority or the Trustee, for the benefit of the Holders, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders or the Authority or the Trustee, or

(c) to make any other change in any of such agreements, provided only that no such change would, in the judgment of the Authority, materially adversely affect the interests of the Holders.

Amendments or supplements to such agreements pursuant to this Section 1201 may be made without the consent of the Holders.

Section 1202. Supplements and Amendments Requiring Holders' Consent. Except for supplements or amendments provided for in Section 1201, the Authority shall not enter into and the Trustee shall not consent to any supplement or amendment to any of the Payment Agreements and any Credit Facility 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 Bonds then outstanding shall have consented to and approved the execution thereof, in the same manner as provided for in Section 1102 hereof in the case of supplements and amendments to this 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 1104 hereof in the case of supplements and amendments to this Trust Agreement.

[End of Article XII.]

ARTICLE XIII.

DEFEASANCE

Section 1301. Defeasance. When (a) the Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Trust Agreement, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all 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 Bonds then outstanding to the maturity date or dates of such Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional redemption thereof, (c) if Bonds are to be called for redemption, irrevocable instructions to call the Bonds for redemption shall have been given by the Authority and (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by the Authority, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in this Trust Agreement shall thereupon cease, determine and become void and, on demand of the Authority and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Bond Registrar, to the effect that all conditions precedent to the release of this Trust Agreement have been satisfied, the Trustee shall release this Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by the Authority and shall turn over surplus in any and all balances remaining in all Subfunds in accordance with the provisions of Section 508 of this Trust Agreement, other than moneys held for the redemption or payment of Bonds. Otherwise, this 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 Trust Agreement, the Authority, 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 and the respective information repositories and services specified in Article III setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) the deposit of such moneys or Defeasance Obligations so held by it, and (c) that this 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 Trust Agreement as may be necessary and convenient for the registration, transfer and exchange of 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.

[End of Article XIII.]

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

Section 1401. Effect of Dissolution of the Authority. In the event the Authority for any reason shall be merged or annexed or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of the Authority shall bind or inure to the benefit of the successor or successors of the Authority from time to time and any officer, board, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the terms "Authority" as used in this Trust Agreement shall include its successor or successors.

Section 1402. Effect of Covenants. All covenants, stipulations, obligations and agreements of the Authority contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided in this Trust Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Authority by the provisions of this Trust Agreement shall be exercised or performed by the Authority, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Authority or of any agent, officer or employee of the Authority in his individual capacity, and neither the members of the Authority nor any agent, officer or employee of the Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1403. Successorship of Paying Agent and Bond Registrar. (a) Any bank or trust company with or into which any Paying Agent or the Bond Registrar may be merged or consolidated, or to which the assets and business of such Paying Agent or the Bond Registrar may be sold, shall be deemed the successor of such Paying Agent and Bond Registrar for the purposes of this Trust Agreement. If the position of any Paying Agent or the Bond Registrar shall become vacant for any reason, the Authority, provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by the Authority in connection therewith, shall appoint a bank or trust company having a combined capital surplus and undivided profits of not less than $50,000,000 to fill such vacancy within 30 days after the Authority receives notice of such vacancy.

(b) The Bond Registrar shall give notice of each appointment of such successor by mailing written notice of such event by first class mail, postage prepaid, to all registered owners

of the Bonds at their addresses as they appear on the registration books. Neither the Authority nor the Bond Registrar, however, shall be subject to any liability to any Bondholder by reason of its failure to mail any such notice.

Section 1404. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Authority or the Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the Authority --

Fairfax County Economic Developmental Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Attention: Executive Director

With a copy thereof sent to:

Thomas O. Lawson, Esq.
Lawson and Silek, P.L.C.
10805 Main Street, Suite 200
Fairfax, Virginia 22030

With a second copy sent to:

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: County Executive

(b) As to the Trustee --

Attention:

(c) As to the County,

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: County Executive

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram, facsimile transmission or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee or the Authority under the provisions of this Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 1301 of this Trust Agreement, subject at all reasonable times to the inspection of the Authority and any Holder and the agents and representatives thereof.

Section 1405. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the Authority or the Bond Registrar shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, the Authority or the Bond Registrar shall give notice in such other manner as in the judgment of the Authority or the Trustee or the Bond Registrar shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 1406. Parties, Bond Registrar, and Holders Alone Have Rights under Agreement. Except as herein otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Trustee, the Bond Registrar, the Authority and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision hereof, this Trust Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Trustee, the Bond Registrar, the Authority and the Holders.

Section 1407. Effect of Partial Invalidity. In case any one or more of the provisions of this Trust Agreement or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement or the Bonds, but this Trust Agreement and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or this Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 1408. Effect of Covenants. All covenants, stipulations, obligations and agreements of the Authority contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent permitted by the Constitution and laws of the State. This Trust Agreement is adopted with the intent that the laws of the State shall govern its construction.

Section 1409. No Recourse Against Members, Officers or Employees of the Authority. No recourse under, or upon, any statement, obligation, covenant, or agreement contained in this Trust Agreement; or in any Bond hereby secured; or in any Supplemental Trust Agreement; or in any document or certification whatsoever; or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee or agent of the Authority, as such, for the payment for or to, the Authority or any receiver of either of them, or for, or to, any Holder or otherwise, of any sum that may be due and unpaid upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Authority or any receiver of either of them, or for, or to, any Holder or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Trust Agreement and the issuance of the Bonds.

Section 1410. Expenses Payable under Trust Agreement. All expenses incurred in carrying out this Trust Agreement shall be payable solely from funds derived by the Authority from the Trust Estate in accordance with the provisions of this Trust Agreement.

Section 1411. Dealing in Bonds. The Trustee, the Bond Registrar and any bank or trust company acting as Paying Agent under this Trust Agreement and its directors, officers, employees or agents, and any officer, employee or agent of the Authority or the County, may in good faith, buy, sell, own, hold and deal in any Bonds issued under the provisions of this Trust Agreement and may join in any action which any Holder may be entitled to take with like effect as if such bank or trust company were not the Trustee, the Bond Registrar or a Paying Agent under this Trust Agreement or as if such officer, employee or agent of the Authority or the County did not serve in such capacity.

Section 1412. Payments Due on Sundays and Holidays. Except as otherwise provided in a Supplemental Trust Agreement, in any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Sunday or a legal holiday or not a Business Day, then payment of interest or principal and premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment shall accrue for the period after such date.

Section 1413. Taxable Bonds. The Authority may, if it so elects, issue one or more Series of Bonds the interest on which is (or may be) payable to the Holder as a whole or in part, subject directly or indirectly to federal income taxes so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or to become subject to federal income taxation.

Section 1414. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for

convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 1415. Further Authority. The officers of the Authority and other agents or employees of the Authority are hereby authorized to do all acts and things required of them by this Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Trust Agreement.

Section 1416. Agreement Effective. This Trust Agreement shall take effect immediately upon its execution and delivery.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

_____

Chairman of the Fairfax County
Economic Development Authority, Virginia

(SEAL)

Attest:

_____

Secretary of the Fairfax
County Economic Development
Authority, Virginia

_____

_____

[FORM OF REQUISITION]

Exhibit A

_____
_____
_____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY - Trust Agreement dated as of [_____ __, 20__] Fairfax County Metrorail Parking System Project Revenue Bonds Requisition from the Construction Account of the Construction Subfund

Project: [Dulles Rail Phase II Parking Facilities]

Requisition No. _____
("item number")

This requisition for payment from the [Metrorail Parking Projects Project Construction Subfund] is submitted in accordance with the provisions of the Trust Agreement dated as [____ __, 20__], between the Fairfax Economic Development Authority and you as Trustee. You are hereby notified that you are authorized and directed by the undersigned County Representative to reimburse the County or to pay directly the vendor/contractor from the [_____ Construction Account] for payment of the following obligation:

(i) The item number of such payment:

(ii) The name and address of the Vendor/Contractor to whom reimbursement or payment is due:

[Name]
[Address]

(iii) The amount[s] to be paid: $_____

(iv) Purpose by general classification for which such obligation was paid:

[To reimburse the County for costs of the _____ Project paid by the County through _____ 20_;][1] as follows:
_____

or [To pay the vendor/contractor for _____ in connection with the _____ _____ Project as follows:_____
_____]

[1] The County represents that a check has been issued. Such checks need not clear in order for the County to be reimbursed.

(v) A copy of each supporting [invoice, work order statement] for which reimbursement is sought is attached hereto.

(vi) All of which is hereby certified.

(vii) The required written instructions and officer's certificate (concerning the availability of funds to meet anticipated rebate liability) of an Authority Representative are separately submitted by an Authority Representative for a requisition from the account that includes the applicable Excess Earnings.

Dated _____

[Name]

By:

County Representative

[FORM OF REQUISITION]

Exhibit B

_____
_____
_____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY - Trust Agreement dated as of [_____ __, 20__ Fairfax County Metrorail Parking System Project Revenue Bonds Requisition from the Costs of Issuance Account of the Construction Subfund

Project: Dulles Rail Phase II Parking Facilities]

Requisition No. _____
("item number")

This requisition for payment from the _____ Costs of Issuance Account of the Construction Subfund is submitted in accordance with the provisions of the Trust Agreement dated as of [_____ __, 20__], between the Fairfax Economic Development Authority and you as Trustee. You are hereby notified that you are authorized and directed by the undersigned Authority Representative to reimburse the Authority/County or to pay directly the vendor from the _____ Costs of Issuance Account for payment of the following obligation:

(i) The item number of such payment:

(ii) The name and address of the Authority/County/Vendor to whom reimbursement or payment is due:

[Name]
[Address]

(i) The amount[s] to be paid: $_____

(ii) Purpose by general classification for which such obligation was paid:

[To reimburse Authority/County for costs of the _____ Bonds paid by Authority/County through _____ 20_;] as follows: _____

or [To pay the vendor for _____ in connection with the _____ Bonds as follows:_____
_____]

(iii) A copy of each supporting invoice for which reimbursement is sought is attached hereto.

(iv) All of which is hereby certified.

Dated _____

[Name]

By:

County/Authority
Representative

Board Agenda Item
November 18, 2014

4:00 p.m.

Public Hearing on RZ 2014-SP-005 (Christopher Land, LLC.), RZ to Rezone From R-1 to PDH-2 to Permit Residential Development With an Overall Density of 1.55 Du/Acres, Located on Approximately 4.51 Acres of Land (Springfield District)

This property located on the East side of Gambrill Road on approximately 750 feet North of its intersection with Pohick Road. Tax Map 98-1 ((1)) 44.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 6, 2014, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend the following action to the Board of Supervisors:

- Approve RZ 2014-SP-005, subject to the execution of the proffers dated October 22, 2014;

- Direct the Director of the Department of Public Works and Environmental Services to approve a modification of the Public Facilities Manual to allow construction of a cul-de-sac with a radius of 30 feet, as shown on the CDP/FDP; and

- Direct the Director of the Department of Public Works and Environmental Services to approve a modification of the Public Facilities Manual to allow construction of sidewalks on one side of the cul-de-sac in favor of the landscape treatment and trail connection, as shown on the proposed CDP/FDP and as conditioned.

In a related action, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to approve FDP 2014-SP-005, subject to the Development Conditions Dated October 24, 2014, and the Board's approval of the rezoning and the conceptual development plan.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468398.PDF

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

RZ/FDP 2014-SP-005 – CHRISTOPHER LAND, LLC

After Close of the Public Hearing

Vice Chairman de la Fe: I will close the public hearing. Mr. Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. First, I want to thank Joe Gorney, who did an excellent job shepherding this through the process with the staff, as was mentioned. And Mr. Okon knows that I'm going to disagree with him. This ain't going to remain R-1 when you're living in a much higher density area, even though if this plan is improved - - approved, it is - - by the Board of Supervisors, it's going to be less dense than where you live. And it started off with 13 townhouses with a density of 2.88 dwelling units per acre. It's down to seven homes, single-family detached, with a density of 1.55. You're not going to get that kind of deal in many areas of Fairfax County when you're talking about this kind of rezoning application on this road at this location. It has a very comprehensive package of proffers to include stormwater management proffers, eight proffers on tree preservation, a forest restoration plan, road improvements, and sidewalks. It's a totally good - - it's a very difficult piece of land, I'll grant you; but, the way it has been addressed by the applicant, it is extremely a good application now. And I appreciate Joe and the applicant and the citizens working on this resolution to this. So therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION recommend approval – RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE RZ 2014-SP-055 [*sic*], SUBJECT TO THE EXECUTION OF THE PROFFERS DATED OCTOBER 22ND, 2014.

Commissioners Hall and Sargeant: Second.

Vice Chairman de la Fe: Seconded by Mrs. Hall and Mr. Sargeant. Any discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Mr. Murphy.

Commissioner Murphy: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-SP-005, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED OCTOBER 24TH, 2014, AND THE BOARD'S APPROVAL OF THE REZONING AND THE CONCEPTUAL DEVELOPMENT PLAN.

Commissioners Hall and Sargeant: Second.

Vice Chairman de la Fe: Seconded by Mrs. Hall and Mr. Sargeant. Any discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Mr. Murphy.

Commissioner Murphy: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES TO APPROVE A MODIFICATION OF THE PUBLIC FACILITIES MANUAL TO ALLOW CONSTRUCTION OF A CUL-DE-SAC WITH A RADIUS OF 30 FEET, AS SHOWN ON THE CDP AND FDP.

Commissioners Hall: Second.

Vice Chairman de la Fe: Seconded by Mrs. Hall.

Commissioner Hall: Sorry, but I'm tired.

Vice Chairman de la Fe: Any discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Murphy: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THE BOARD OF SUPERVISORS TO DIRECT THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES TO APPROVE A MODIFICATION OF THE PUBLIC FACILITIES MANUAL TO ALLOW CONSTRUCTION OF SIDEWALKS ON ONE SIDE OF THE CUL-DE-SAC IN FAVOR OF THE LANDSCAPE TREATMENT AND TRAIL CONNECTION, AS SHOWN ON THE PROPOSED CDP/FDP AND AS CONDITIONED.

Commissioners Hedetniemi and Sargeant: Second.

Vice Chairman de la Fe: Seconded by Ms. Hedetniemi and Mr. Sargeant. Any comments? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

//

(Each motion carried by a vote of 10-0. Commissioners Hart and Lawrence were absent from the meeting.)

JN

Board Agenda Item REVISED
November 18, 2014

4:30 p.m.

Public Hearing on SE 2014-SU-044 (Gita D. Kumar / Peek A Boo Child Care Inc.) to Permit a Home Child Care Facility, Located on Approximately 4,334 Square Feet of Land Zoned PDH-8, HC and WS (Sully District)

This property located at 5642 Powers Lane, Centreville, 20120. Tax Map 54-4 ((26)) 201.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-SU-044 subject to the Development Conditions dated November 13, 2014 with the addition of a condition that states, "All pickup and drop-off of children shall take place in the driveway."

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468650.PDF

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

SE 2014-SU-044 – GITA D. KUMAR/PEEK-A-BOO CHILD CARE, INC.

After Close of the Public Hearing

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

Commissioner Litzenberger: Thank you, Mr. Chairman. She already agreed to the development conditions, so I'm not going to have to call her back.

Chairman Murphy: Okay. How are you going to do the two that we added? Are you going to –

William O'Donnell, Zoning Evaluation Division, Department of Planning and Zoning: Commissioner Murphy, there's a couple options. He - Commissioner Litzenberger can add the development condition about the drop-off and pickup today and then what I would suggest is to leave the - Development Condition Number 12 about the state and allow us to fix or wordsmith it before it gets to the Board. So what I would say is do a motion to approve, add the development condition for pickup and drop-off in the driveway, and then we'll work on the other condition.

Commissioner Litzenberger: Okay. When's the Board date on this, through December?

Mr. O'Donnell: December 2nd.

Commissioner Litzenberger: Okay, thank you. I'm ready, Mr. Chairman.

Chairman Murphy: Okay.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-SU-044, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED TODAY, NOVEMBER 13TH, 2014, WITH THE ADDITION OF A CONDITION THAT SAYS, "ALL PICKUP AND DROP-OFF OF CHILDREN SHALL TAKE PLACE IN THE DRIVEWAY."

Chairman Murphy: Do we have an additional on the - twelve. Do you want to state something there, Mr. O'Donnell?

Mr. O'Donnell: What I've said on the record should cover it, but what he's doing is, he's RECOMMENDING APPROVAL OF THE CONDITIONS THAT WERE HANDED OUT THAT HAS THE STATE REFERENCE, BUT WE'RE GOING TO FIX IT BEFORE IT GETS TO THE BOARD.

Chairman Murphy: Okay, is there a second to the motion? Ms. Hall –

Commissioner Hall: Second.

Chairman Murphy: – seconds it. Discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-044, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item REVISED
November 18, 2014

3:30 p.m.

Public Hearing on SE 2014-SU-042 (Montessori Mansion / Naima Qadir Dar) to Permit a Home Child Care Facility, Located on Approximately 8,793 Square Feet of Land Zoned PDH-2 and WS (Sully District)

This property located at 14018 Rose Lodge Place, Chantilly, 20151. Tax Map 44-2 ((20)) 32.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing has been deferred indefinitely.

ENCLOSED DOCUMENTS:
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468748.PDF

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

Board Agenda Item REVISED
November 18, 2014

3:30 p.m.

Public Hearing on SE 2014-SU-031 (Mary Gray / Elf Exploring, Learning & Fun) to Permit a Home Child Care Facility, Located on Approximaely 4,228 Square Feet of Land Zoned PDH-20 and WS (Sully District)

This property is located at 4180 Whitlow Place, Chantilly, 20151. Tax Map 44-2 ((23)) 22.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing will be held on Thursday, November 20, 2014. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468602.PDF

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

Board Agenda Item REVISED
November 18, 2014

5:00 p.m.

Public Hearing on SEA 94-M-047-02 (Home Depot U.S.A., Inc.) to Amend SE 94-M-047 Previously Approved for Fast Food Restaurant; Fast Food Restaurant with Drive-Through Window; Drive-in Financial Institution in a Highway Corridor Overlay District; Reduction in Land Area; Waiver of Certain Sign Regulations; Modification and Waivers in a CRD to Permit an Expansion of an Existing Retail Sales Establishment – Large and Site Modifications on Approximately 30.69 Acres of Land Zoned C-7, CRD, H-C, and SC (Mason District)

This property is located 6210 Seven Corners Center, Falls Church, 22044. Tax Map 51-3 ((16)) (B) 1 A and 51-3 ((1)) 29 A.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 94-M-047-02, subject to the Development Conditions, now dated November 13, 2014;

- Reaffirmation of the 20 percent parking reduction in a CRD, in consideration of the presence of a transit transfer center, a pedestrian crossing of Arlington Boulevard, pedestrian facilities, and the close proximity of multiple stores;

- Reaffirmation of the modification of transitional screening and barrier requirement(s) along the northern boundary of Parcel 29A adjacent to the multi-family development, in favor of the existing conditions;

- Reaffirmation of the modification of barrier requirement(s) along the northern boundary of Parcel 29A adjacent to the Willston Multi-Cultural Center, in favor of the existing conditions;

- Reaffirmation of the waiver of the transitional screening and barrier requirement(s) along the northern boundary of Parcel 1A adjacent to the multi-family development, in favor of the alternatives as shown on the proposed plat and as conditioned;

- Reaffirmation of the modification of the transitional screening and barrier requirement(s) along the eastern boundary of Parcel 1A, in favor of the alternatives as shown on the proposed plat and as conditioned;

- Modification of barrier requirement(s) along the southwestern boundary of Parcel 1A adjacent to the Bailey's Upper Elementary School for the Arts and Sciences, in favor of the alternatives as shown on the proposed plat and as conditioned;

- Reaffirmation of the modification of peripheral parking lot landscaping requirements along all street frontages, in favor of the alternatives as shown on the proposed plat and as conditioned;

- Modification of interior parking lot landscaping requirements, in favor of the alternatives as shown on the proposed plat and as conditioned;

- Reaffirmation of the modification of trail requirement along Arlington Boulevard, in favor of the existing 4-foot wide sidewalk;

- Reaffirmation of the waiver of service drive requirement along Leesburg Pike, in favor of the retention of the existing landscape areas, buffers, and parking; and

- Pursuant to Site Plans 9037-SP-01 and 9037-SP-02, reaffirmation of the waiver of frontage improvements along Leesburg Pike, subject to provision of all necessary ancillary and construction easements; and modification of streetscape and dedications as recommended for the Bailey's Crossroads/Seven Corners CRD.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468397.PDF

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

Planning Commission Attachment 1
Verbatim Excerpt
November 13, 2014

SEA 94-M-047-02 – HOME DEPOT USA, INC.

Decision Only during Commission Matters
(Public Hearing held on 11/05/14)

Commissioner Hall: This evening we have a decision on the Home Depot application and I would you reaffirm – agree - - agree to the proposed development conditions that are dated November 13th, with one little, minor change to condition number 22; the word stamped be replaced with "marked." Do you so?

Andrew Painter, Esquire, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: I do affirm, on behalf of the applicant, that the applicant agrees to all the conditions that were approved and dated November 13th, including the proposed modification to condition 22.

Chairman Murphy: And just for the record, will you identify yourself so we'll know.

Mr. Painter: Andrew Painter, with Walsh, Colucci; speaking on behalf of the applicant, Home Depot USA, Incorporated.

Chairman Murphy: Thank you.

Commissioner Hall: Very well, thank you. With that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 94-M-047-02, SUBJECT TO THE DEVELOPMENT CONDITIONS, NOW DATED NOVEMBER 13TH, 2014.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 94-M-047-02, say aye.

Commissioners: Aye.

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

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE LIST OF MODIFICATIONS AND WAIVERS DATED NOVEMBER 13, 2014, THAT WERE PROVIDED TO YOU TODAY AND FURTHER DISCUSSED IN THE STAFF REPORT. THIS LIST SHALL BE MADE PART OF THE RECORD OF THIS CASE.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
November 18, 2014

5:00 p.m.

Public Hearing to Amend the Deed of Lease with McLean Youth Athletics of Board-Owned Property at 1311 Spring Hill Road (Holladay Field)(Dranesville District)

ISSUE:
Public hearing to amend the Deed of Lease with McLean Youth Athletics (MYA) for Board-owned property at 1311 Spring Hill Road.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to amend the Deed of Lease with MYA for Board-owned property at 1311 Spring Hill Road.

TIMING:
On October 7, 2014, the Board authorized the advertisement of a public hearing to amend the Deed of Lease with MYA for Board-owned property at 1311 Spring Hill Road.

BACKGROUND:
The Board of Supervisors is the owner of a five-acre parcel located at 1311 Spring Hill Road, McLean, Virginia (Tax Map Number 0291 20 C) and situated next to Spring Hill Elementary School. The property (informally referred to as Holladay Field) contains a full-sized athletic field and practice area.

On December 13, 2001, the County entered into a Deed of Lease ("Lease") with McLean Youth Incorporated (MYI), the predecessor to MYA and hereinafter referred to as MYA, in which the County agreed to lease Holladay Field to MYA for a five-year term beginning on January 1, 2002 to December 31, 2006. In exchange, MYA was permitted to make improvements to the field and accepted responsibility for maintenance. During the term of this Lease, MYA has installed hybrid Bermuda grass on the site, maintained the field during the athletic seasons, and winterized the field before the off-season. Either party possessed the right to end the agreement with 120 days' notice. MYA has been a year-to-year periodic tenant since the original lease expiration date of December 31, 2006.

MYA has requested a few changes to the Deed of Lease to protect its investments in the field and to better track the athletic calendar. The revised term will have a retroactive start date of July 1, 2014, and will end on June 30, 2015. MYA has explained that a new termination date of June 30th would correspond with the end of its spring season. The term will be renewed annually unless either party provides notice of nonrenewal by May 1st of any given year the Lease remains in effect.

MYA has also proposed to amend the Deed of Lease to delete the existing 120-day termination provision and replace it with a provision that authorizes either party to terminate the Deed of Lease, effective December 31st, by giving written notice of termination on or before November 1st of the same year. That would give MYA ample time to remove goals, signs, bleachers, and irrigation system from the site before the end of the lease term. Pursuant to the Board's field allocation policy, other recreational groups will continue to be allowed to use twenty (20) percent of available field time at the Holladay Field.

The amendment will also change the street address for the Holladay Field referenced in the Deed of Lease to the correct address: 1311 Spring Hill Road.

FISCAL IMPACT:
None

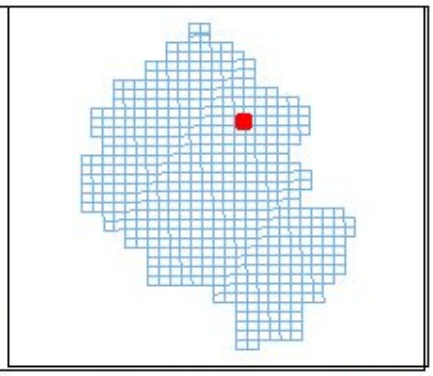
ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft Lease Amendment
Attachment 3 – Original Lease

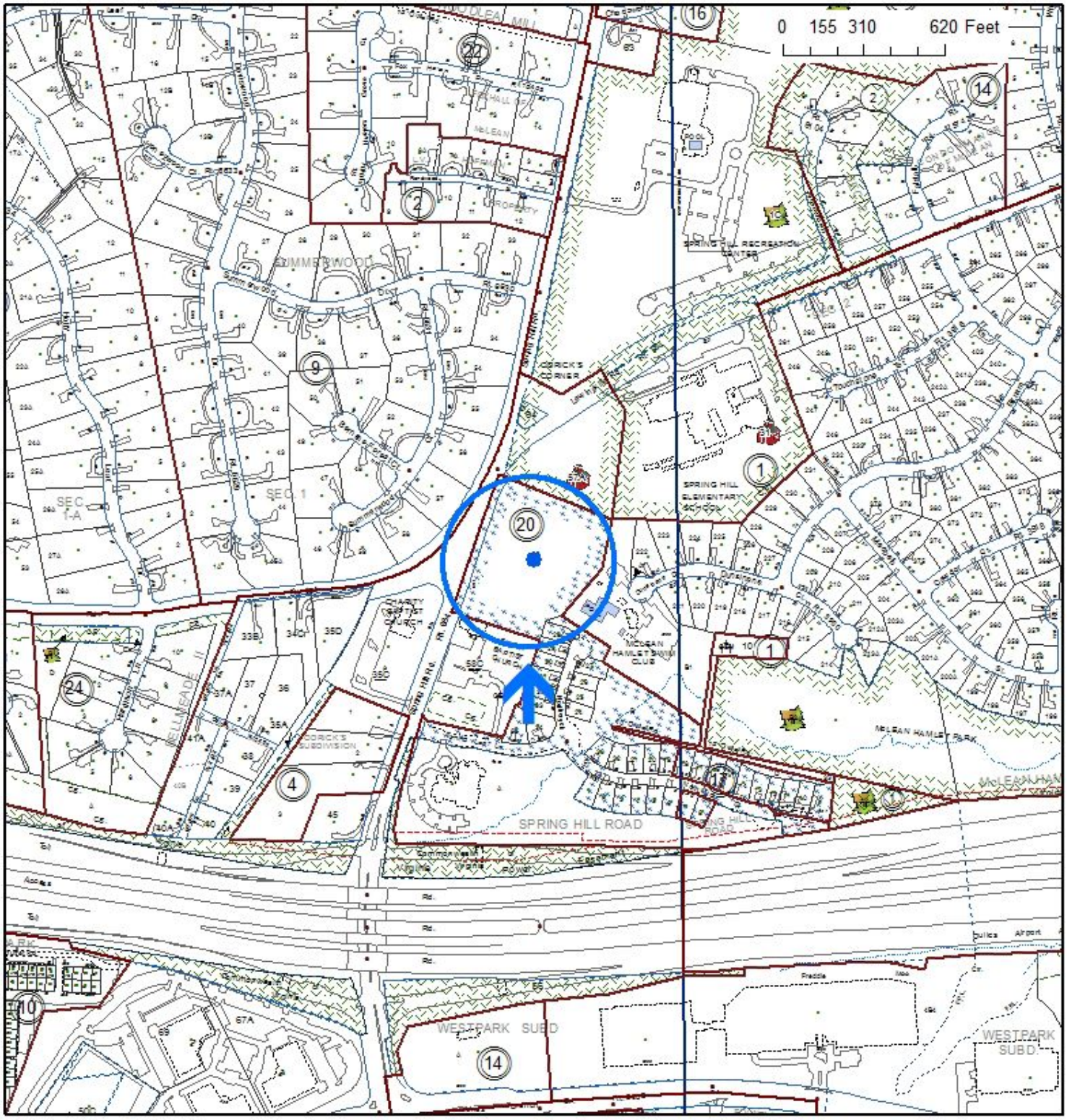
STAFF:
David J. Molchany, Deputy County Executive
José A. Comayagua, Jr., Director, Facilities Management Department

ATTACHMENT 1

Board-Owned Property at 1311 Spring Hill Road, McLean

County Tax Map No. 29-1 ((20)) Parcel C





AMENDMENT TO DEED OF LEASE

THIS AMENDMENT to Deed of Lease is made and entered into this ___ day of ____ 2014, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("Landlord"), and McLEAN YOUTH, INCORPORATED, now known as McLEAN YOUTH ATHLETICS, INC. ("MYA" or “Tenant”); and

WHEREAS on December 13, 2001, MYA entered into a Deed of Lease with the Landlord ("Deed of Lease"), which is attached hereto and incorporated by reference into this Amendment to Deed of Lease; and

WHEREAS paragraph 16 of the Deed of Lease provides that it may be amended or modified by a writing signed by both parties; and

WHEREAS the Landlord and MYA wish to amend the Deed of Lease through this writing to adjust the term of lease to run from the 1st day of July, 2014, to the 30th day of June, 2015, rather than from January 1st to December 31st; and

WHEREAS the Landlord and MYA wish to amend the Deed of Lease through this writing to delete the 60-day notice of non-renewal provision in paragraph 2 of the Deed of Lease, and to provide instead that the Deed of Lease shall continue to automatically renew annually unless notice to the contrary is given by either party on or before May 1st of any given year that the Deed of Lease remains in effect; and

WHEREAS the Landlord and MYA further wish to amend the Deed of Lease through this writing to delete the existing termination provision in paragraph 3 of the Deed of Lease and replace it with a provision that authorizes either party to terminate the Deed of Lease, effective December 31st, by giving written notice of termination on or before November 1st of the same year; and

WHEREAS McLean Youth, Incorporated, by Articles of Amendment admitted to record by the Clerk of the State Corporation Commission on May 21, 2004, changed the name of its corporation from McLean Youth, Incorporated, to McLean Youth Athletics, Inc.; now, therefore,

WITNESSETH:

1. The Landlord and MYA hereby mutually agree that effective July 1, 2014, the term of the Deed of Lease shall no longer run annually from January 1st to December 31st, but shall be amended to begin on the 1st day of July, 2014, and end at midnight on the 30th day of June, 2015, unless sooner terminated pursuant to the termination provision in paragraph 2 below. The Deed of Lease shall continue to automatically renew annually unless written notice to the contrary is given by either party on or before May 1st of any given year the lease remains in effect. In the event either party provides timely, written notice of non-renewal, the Deed of Lease shall become null and void at the end of the effective term.

2. The Landlord and MYA further mutually agree that either party may terminate the lease, within any given year the lease is in effect, by giving written notice of termination on or before November 1st. If either party provides such timely, written notice of termination, the Lease shall terminate at midnight on December 31st of the same year.

3. The Landlord and MYA hereby mutually agree that, by virtue of McLean Youth, Incorporated, officially changing its name to McLean Youth Athletics, Inc., the Deed of Lease and this Amendment shall be by and between the Landlord and McLean Youth Athletics, Inc.

4. Except to the extent modified herein, all of the other terms and conditions of the Deed of Lease dated December 13, 2001, shall continue in full force and effect between the Landlord and MYA.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

WITNESS:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

_____

By:_____
County Executive

McLEAN YOUTH ATHLETICS, INC.

_____

By:_____

ATTACHMENT 3

DEED OF LEASE

THIS DEED OF LEASE made this 13th day of December, 2001, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("Landlord"), and the MCLEAN YOUTH INCORPORATED ("MYI" or "Tenant"), each a "Party" and collectively, the "Parties".

WITNESSETH:

1. **PREMISES:** Landlord hereby leases to Tenant a portion of the property identified by Tax Map No. 29-1-0020 Parcel C which is shown on the attached Exhibits A& B (the "Premises"). Landlord represents and warrants that it is the owner of the Premises, located at 1301 Spring Hill Road in McLean, Virginia,

2. **TERM:** This Lease is hereby granted for a term of five years beginning on the lst day of January, 2002, and ending at midnight on the 31st day of December, 2006, unless sooner terminated pursuant to Paragraph 3. The Landlord and the Tenant agree that this Lease shall be automatically renewed annually unless notice to the contrary is given by either party 60 days prior to the end of the current term, or any annual lease renewal period, and in this event, the Lease shall become null and void at the end of the effective term. If the Lease is automatically renewed then all covenants, conditions, and terms will remain the same except as may otherwise be agreed by the parties pursuant to paragraph 16.

3. **TERMINATION:** This Lease may be terminated at any time, by either party, upon 120 days prior written notice. Provided however, if the Landlord invokes this provision prior to the third anniversary of the start of the term (prior to January 1, 2005), Landlord, during the following fiscal year budget appropriations, shall request the Board of Supervisors refund Tenant the costs of unamortized site improvements undertaken under this lease which are neither removable nor recoupable by Tenant.

4. **CONSIDERATION:** In consideration of the Tenant's use of the subject Premises, Tenant will provide sports-related activities to the community and maintain Premises in a manner satisfactory to the Landlord.

5. **USE:** The Premises are leased to the Tenant for the Tenant's use of the field for games, practices, clinics and other activities consistent with youth sports or community-related activities. The Premises shall not be sublet or assigned without the prior written consent of the Landlord.

The Tenant understands the allocation of these fields will be counted as part of its regularly assigned fields and adjustments will be made to any future Fairfax County field allocations in accordance with the Landlord's Department of Community and Recreation Services field allocation policy.

6. **CARE OF THE PREMISES:** The Premises are leased "as is" and are to be returned to the Landlord at the expiration of this Lease in as good condition as received. Subject to the terms of this Paragraph 6, Tenant shall have the right to make improvements to the Premises and the Landlord reserves the right to require the Tenant, upon the termination of the Lease, to restore the Premises to its condition as of the commencement date of the Lease term at the Tenant's expense, including, but not limited to, the removal of any improvements made by Tenant or Landlord in Tenant's stead pursuant to the terms of this Lease, and the grading and reseeding or resodding of the Premises subject to the provisions of Paragraph 3 of this Lease. The Tenant shall assume all utility expenses directly attributable to the Premises, and will pay all such final utility bills upon the termination of the Lease. The Tenant shall keep the Premises neat and clean and free from nuisances and hazards at all times during the term of the Lease.

The Tenant shall not make any modifications or alterations to the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld. The Tenant shall submit copies of all plans, specifications, and other documentation describing any proposed modifications or alterations to the Landlord for review and approval. The Tenant is responsible for securing all permits and governmental approvals required in connection with the proposed use of the Premises.

All requests to perform any modifications or alterations to the Premises which will require that the field be taken out of service for an entire season shall be submitted to the Landlord prior to June 1st for the fall season and January 1st for the spring season of any given year that this lease remains in effect.

7. **MAINTENANCE AND REPAIR:** The Tenant shall be responsible for all maintenance (including grass seeding if needed), grass cutting and repairs, including the maintenance and repair of all improvements located on the Premises or placed on the Premises in accordance with this Lease. The Tenant shall notify the Landlord of any period during which the Premises will not be available for use due to maintenance 30 days in advance of the work.

8. **INSURANCE REQUIREMENTS:**

Liability for Damage to Personal Property and Persons: All personal property of the Tenant (including the personal property of its employees, business invitees, subtenants, customers, clients, agents, family members, guests or trespassers, etc), in and on said Premises, shall be and remain at the sole risk of the Tenant, and Landlord shall not be liable to them for any damage to, or loss of, such personal property arising from any act of any other persons. The Landlord and its officials, employees, volunteers, and agents shall not be liable for any personal injury to the Tenant (including their employees,

business invitees, subtenants, customers, clients, agents, family members, guests or trespassers, etc.) from the use, occupancy and condition of the Premises. Provided however, that nothing in this provision shall either take from or add to the rights of any individual, organization or governmental entity under the laws of the Commonwealth of Virginia.

Liability Insurance: During the Lease Term, the Tenant will maintain a policy of commercial general liability insurance insuring the Landlord and Tenant against liability arising out of the ownership, use, occupancy, or maintenance of the Premises. The insurance will be maintained for personal injury and property damage liability, adequate to protect the Landlord against liability for injury or death or any person in connection with the use, operation and condition of the Premises, in an amount of not less than ONE MILLION DOLLARS ($1,000,000) occurrence/aggregate. The limits of the insurance will not limit the liability of the Tenant. If the Tenant fails to maintain the required insurance the Landlord may, but does not have to, maintain the insurance at the Tenant's expense. The policy shall expressly provide that it is not subject to invalidation of the Landlord's interest by reason of any act or omission on the part of the Tenant.

Tenant's Insurance Policies: Insurance carried by the Tenant will be with companies reasonably acceptable to the Landlord. The Tenant will deliver to the Landlord a certificate evidencing the existence and amounts of the insurance within thirty (30) days of the execution of this Lease. No policy shall be cancelable or subject to reduction of coverage or other modification except after sixty (60) days prior written notice to the Landlord. Tenant shall, at least 60 days prior to the expiration of the policies, furnish the Landlord with renewals or "binders" for the policies, or Landlord may order the required insurance and charge the cost to the Tenants.

The Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by the Tenant. If the Tenant commits, allows or permits any Increased Risk which causes an increase in the cost of insurance policies, then Tenant shall reimburse Landlord for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Landlord agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

The Landlord shall be named as an "additional insured" on the commercial general liability policy and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Landlord may possess."

9. **INDEMNIFICATION:** The Tenant hereby agrees to indemnify and hold harmless the Landlord, its officers, agents and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Tenant, including his

agents, servants, employees, volunteers, invitees, guests or trespassers arising from the use, occupancy and condition of the Premises.

10. **RESTORATION:** Upon the termination of this Lease, the Tenant shall vacate the Premises and shall remove all personal property and improvements from the Premises at the Landlord's option. If the Tenant fails to vacate the Premises, and, if required by the Landlord, fails to remove any improvements and restore the Premises to its condition as of the commencement date of the Lease term by the date of the termination of this Lease, the Landlord shall have the immediate right to enter upon and take possession of the Premises, to remove any and all personal property of the Tenant and to restore the Premises to its condition as of the commencement date of the Lease term, and the Tenant shall be liable for all costs and fees reasonably incurred by the Landlord in connection therewith, including but not limited to all costs and attorney's fees incurred to enforce the Tenant's obligations hereunder.

11. **BREACH OF LEASE:** If the Tenant uses the Premises for any other purpose than herein stated, or fails to maintain the Premises in the condition herein specified, or otherwise is in breach of any provision of this Lease, and such act or breach remains uncured more than thirty (30) days (or such longer period as reasonably required) after Tenant's receipt of written notice from Landlord of such act or breach, then such act or breach shall constitute a violation of this Lease, in which case the Landlord hereby reserves the right to terminate this Lease, and is hereby expressly given the right to enter the Premises and remove any and all belongings and property of the Tenant, and thereby repossess the Premises without let or hindrance or any right of damage against Landlord by said Tenant or anyone occupying the Premises, and shall have all rights and remedies provided in paragraph 12 of this Lease.

12. **OTHER REMEDIES:** It is also understood and agreed that in case of violation of this agreement in any way by a Party, the other Party hereby reserves and hereby is expressly given the right to take any other action allowable by law for the enforcement of this agreement.

13. **ACCESS TO PREMISES:** The Tenant hereby grants to the Landlord, its agents, employees, contractors or representatives the right to enter on the Premises at any time provided that such entry does not prevent or impair Tenant from using the Premises for the purposes agreed herein.

14. **PARKING:** Premises has no on-site parking. Landlord is not responsible for obtaining and/or providing on-site or off-site parking for Tenant.

15. **NOTICES:** All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when received by hand delivery or by United States First Class, Registered or Certified Mail, postage prepaid, and addressed to the Landlord as follows:

Fairfax County Government
Facilities Management Division
12000 Government Center Parkway
Suite 424 – Attention: Leasing Manager
Fairfax, Virginia 22035-0011

and to the Tenant as follows:

McLean Youth Incorporated

_____
_____
_____
_____

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

16. **MISCELLANEOUS:** This Lease represents the entire agreement between the parties and supersedes all other prior agreements, oral or written, between the parties relating to the Premises. This Lease can be amended or modified only by writing signed by both parties. If any provision of this Lease is found to be invalid by a court of competent jurisdiction, said provision shall be stricken from this Lease and all remaining terms and provision shall remain in full force and effect. This Lease is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, each of the Parties hereto represents and warrants that it has been duly authorized to enter into this Lease and has caused this instrument to be executed by its duly authorized representative on the date first above written.

WITNESS:

Robert L Morgan
ROBERT L MORGAN
LEASING MANAGER

Thomas J Kenny
MYS

LANDLORD:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By R A Stalter 12-7-01
ROBERT A. STALTER
Deputy County Executive

TENANT:

By Forrest Atterton
MCLEAN YOUTH INCORPORATED

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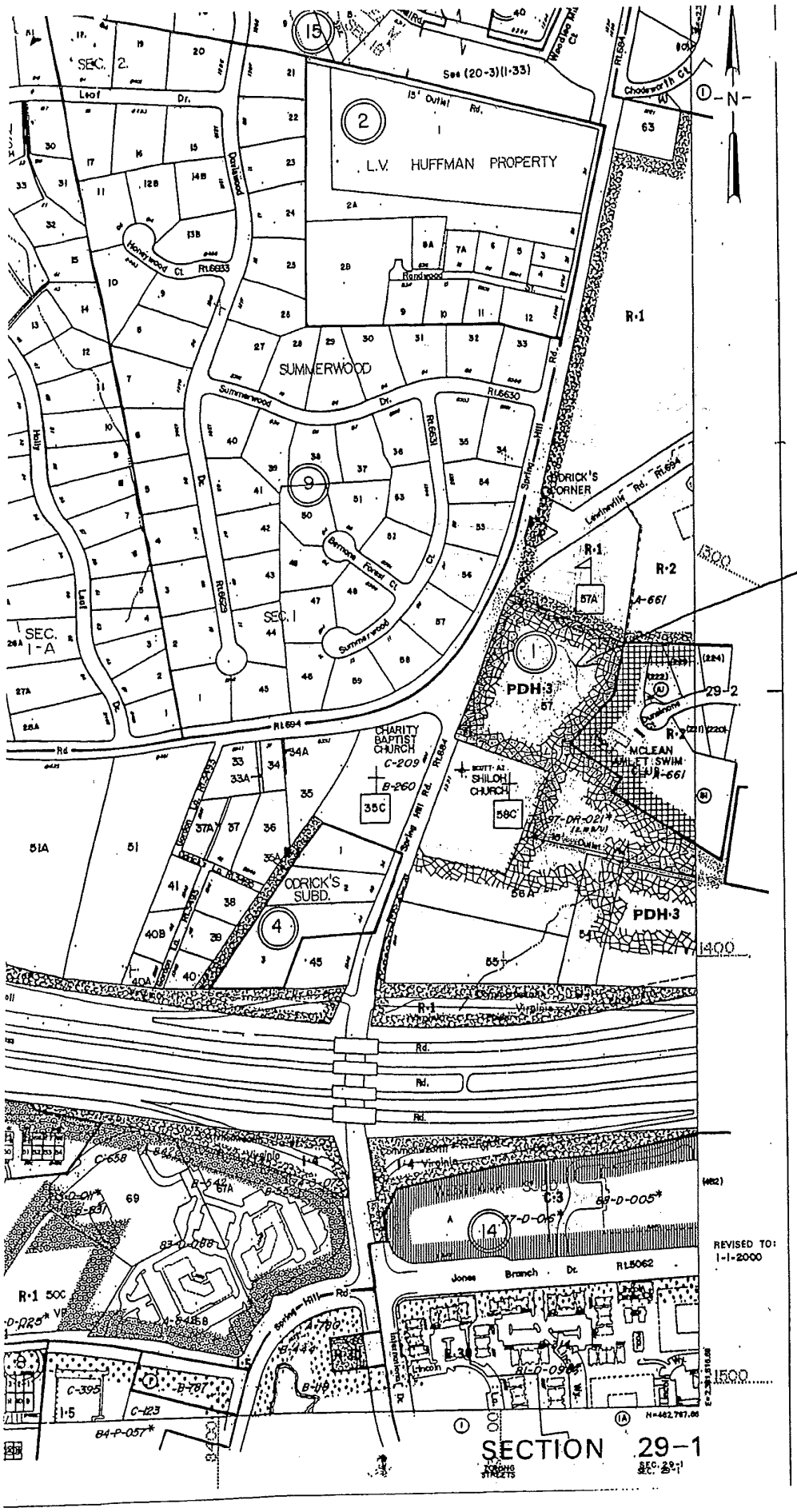
EXHIBIT A



LEASED PREMISES

Board Agenda Item
November 18, 2014

5:00 p.m.

Public Hearing to Establish the Old Columbia Pike Community Parking District (Mason District)

ISSUE:
Public Hearing on proposed amendment to Appendix M, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Old Columbia Pike Community Parking District (CPD).

RECOMMENDATION:
The County Executive recommends that the Board adopt the amendment to the Fairfax County Code shown in Attachment I to establish the Old Columbia Pike CPD.

TIMING:
On October 28, 2014, the Board authorized a Public Hearing to consider the proposed amendment to Appendix M, of the *Fairfax County Code* to take place on November 18, 2014, at 5:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of watercraft; boat trailers; motor homes; camping trailers and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 on the streets in the CPD.

No such CPD shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip or (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3, the Board may establish a CPD if: (1) the Board receives a petition requesting such an establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned or developed as a residential area, (3) the Board receives an application fee of $10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD must contain the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for a petition-based CPD have been satisfied.

The parking prohibition identified above for the Old Columbia Pike CPD is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:
The cost of sign installation is estimated at $850 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Amendment to *The Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment II: Area Map of Proposed Old Columbia Pike CPD

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

Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-83 Old Columbia Pike Community Parking District

(a) *District Designation*.

(1) The restricted parking area is designated as the Old Columbia Pike Community Parking District.

(2) Blocks included in the Old Columbia Pike Community Parking District are described below:

Old Columbia Pike (Route 712)

From the western boundary of 4500 Old Columbia Pike to the eastern boundary of 4308 Columbia Pike, north side only, and from Little River Turnpike to Elmdale Road, south side only.

(b) *District Provisions*.

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

(2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Old Columbia Pike Community Parking District.

(3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip or (iv)

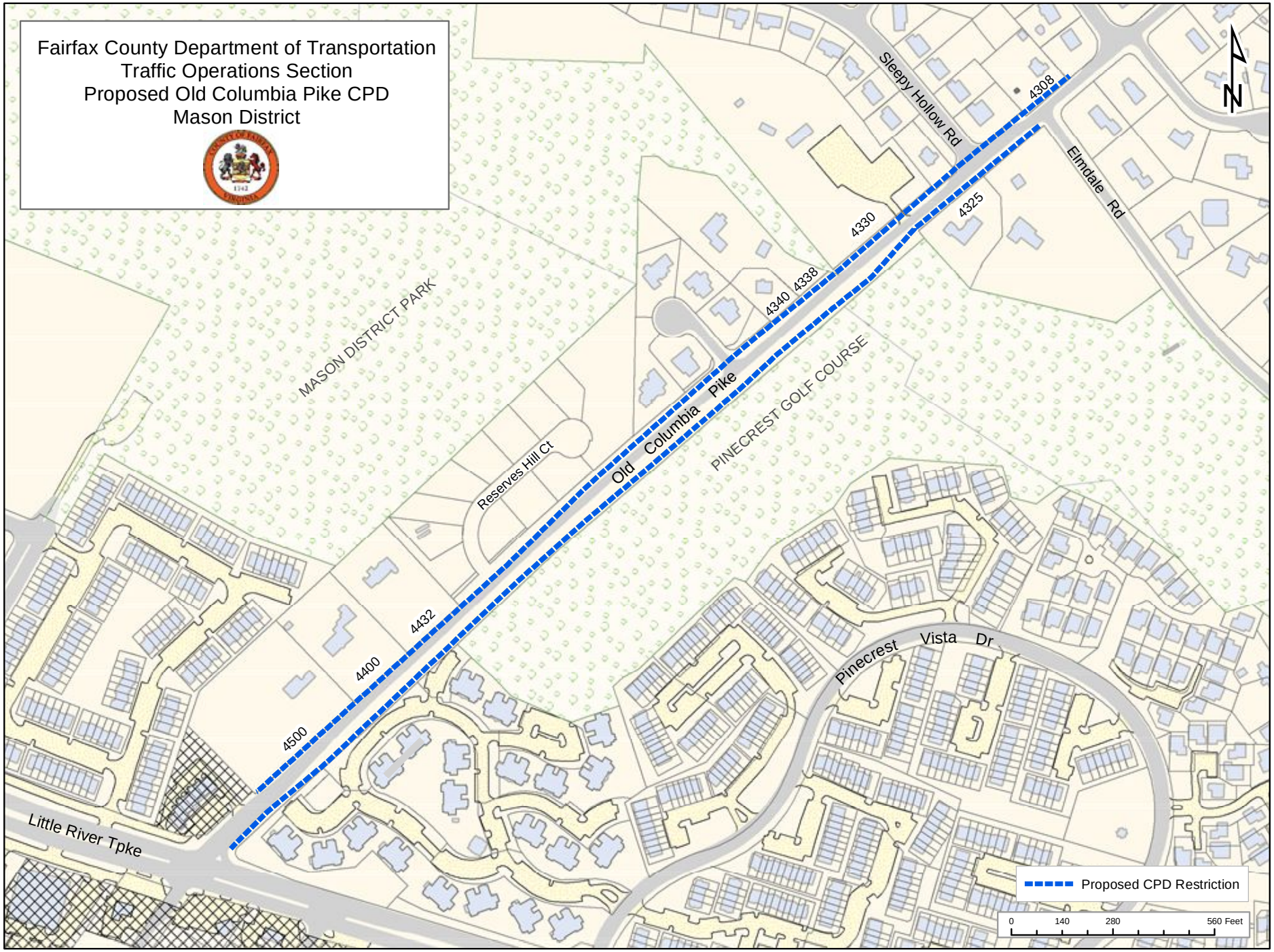
restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

(c) *Signs*. Signs delineating the Old Columbia Pike Community Parking District shall indicate community specific identification and/or directional information in addition to the following:

NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles ≥ 3 Axles
Vehicles GVWR ≥ 12,000 lbs.
Vehicles ≥ 16 Passengers

FAIRFAX COUNTY CODE §82-5B

Attachment II



Board Agenda Item
November 18, 2014

5:00 p.m.

Public Hearing on Proposed Amendment to *The Code of the County of Fairfax, Virginia,* to Add a New Chapter, Chapter 125 (Resident Curator Program Ordinance)

ISSUE:
The proposed amendment adds a new chapter, Chapter 125, Resident Curator Program Ordinance, to *The Code of the County of Fairfax, Virginia* to establish a resident curator program.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendment to *The Code of the County of Fairfax, Virginia*, as set forth in the Staff Report dated September 30, 2014, included as Attachment I.

TIMING:
Board action is requested on November 18, 2014. The Board authorized advertisement of the amendment on October 28, 2014.

BACKGROUND:
In January 2011, the General Assembly amended Va. Code Ann. § 15.2-2306 authorizing localities to develop resident curator programs. Va. Code Ann. § 15.2-2306(A)(4) enables localities to create, by ordinance, "a resident curator program such that private entities through lease or other contract may be engaged to manage, preserve, maintain, or operate, including the option to reside in, any such historic area, property, lands, or estate owned or leased by the locality."

At the direction of the Board, staff in the Department of Planning and Zoning and the Park Authority have worked with the History Commission to evaluate the potential costs and benefits that might result from the implementation of a resident curator program. John Milner Associates prepared a report for the County that examines how states and localities across the country have implemented resident curator programs as a way to foster the maintenance and preservation of publicly owned historic properties. The report also provides recommendations for the establishment of a resident curator program in Fairfax County. The report was provided to the Board and presented at the September 30, 2014, meeting of the Board's Development Process Committee.

Va. Code Ann. § 15.2-2306(A)(4) requires resident curator programs to be established by ordinance. The proposed ordinance is included as a part of Attachment I.

PROPOSED AMENDMENT:
The proposed amendment adds a new chapter, Chapter 125, Resident Curator Program Ordinance, to *The Code of the County of Fairfax, Virginia* and establishes a resident curator program. This program, designed to preserve and maintain historic properties owned or leased by the County, will lease historic properties to individuals or businesses subject to regulations established by the County Executive or his designee. Such regulations will require that resident curators maintain and improve the leased properties according to the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68 (2013), as amended. Additionally, all leases for historic properties included within the resident curator program will provide for public access consistent with the historic property's nature and use.

REGULATORY IMPACT:
None.

FISCAL IMPACT:
If the Board chooses to implement a program after adoption of the Resident Curator Program Ordinance, funding can be evaluated during the FY 2016 budget review. The Fairfax County Park Authority has requested $241,187 be appropriated in the Fiscal Year 2016 budget to fund this program. The cost to administer the program in future years will depend on the number of properties included in the program. Page 65 of the John Milner Associates' report, previously provided to the Board and available online at http://www.fairfaxcounty.gov/parks/plandev/resident-curator-program.htm, reviews the estimated costs and benefits to the County of the program. The report provides estimates of initial costs as well as savings that would be realized once preservation and maintenance is taken on by a curator.

ENCLOSED DOCUMENT:
Attachment I: Staff Report on Proposed Chapter 125 (Resident Curator Program Ordinance)

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department Planning and Zoning (DPZ)

Board Agenda Item
November 18, 2014

Leanna H. O'Donnell, Chief, Policy and Plan Development Branch (DPZ)
Linda C. Blank, Historic Preservation Planner IV (DPZ)

Attachment I

STAFF REPORT

- [x] PROPOSED COUNTY CODE AMENDMENT
- [ ] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendment to *The Code of the County of Fairfax, Virginia*, to Add a New Chapter, Chapter 125 (Resident Curator Program Ordinance)

Authorization to Advertise	October 28, 2014
Board of Supervisors Hearing	November 18, 2014, 5:00 p.m.
Prepared by:	Planning Division Department of Planning and Zoning September 30, 2014

STAFF REPORT

A. Issues:

Proposed amendment to *The Code of the County of Fairfax, Virginia*, to add a new chapter, Chapter 125 (Resident Curator Program Ordinance) to establish a resident curator program.

B. Recommended Action:

Staff recommends that the Board of Supervisors (the Board) adopt proposed Chapter 125 (Resident Curator Program Ordinance).

C. Timing:

Board of Supervisors Authorization to Advertise – October 28, 2014

Board of Supervisors Public Hearing – November 18, 2014, 5:00 p.m.

D. Source:

Department of Planning and Zoning (DPZ)

E. Background:

In January 2011, the General Assembly amended Va. Code Ann. § 15.2-2306 authorizing localities to develop resident curator programs. Va. Code Ann. § 15.2-2306(A)(4) enables localities to create, by ordinance, "a resident curator program such that private entities through lease or other contract may be engaged to manage, preserve, maintain, or operate, including the option to reside in, any such historic area, property, lands, or estate owned or leased by the locality."

At the direction of the Board, staff in the Department of Planning and Zoning and the Park Authority have worked with the History Commission to evaluate the potential costs and benefits that might result from the implementation of a resident curator program. John Milner Associates prepared a report for the County that examines how states and localities across the country have implemented resident curator programs as a way to foster the maintenance and preservation of publicly owned historic properties. The report also provides recommendations for the establishment of a resident curator program in Fairfax County. The report was provided to the Board and will be presented at the September 30, 2014 meeting of the Board's Development Process Committee.

Va. Code Ann. § 15.2-2306(A)(4) requires resident curator programs to be established by ordinance.

F. Proposed Amendments

The proposed amendment adds a new chapter, Chapter 125, Resident Curator Program Ordinance, to *The Code of the County of Fairfax, Virginia* and establishes a resident curator program. This program, designed to preserve and maintain historic properties owned or leased by the County, will lease historic properties to individuals or businesses subject to regulations established by the County Executive or his designee. Such regulations will require that resident curators maintain and improve the leased properties according to the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68 (2013), as amended. Additionally, all leases for historic properties included within the resident curator program will provide for public access consistent with the historic property's nature and use.

G. Regulatory Impact:

None.

H. Fiscal Impact:

The Fairfax County Park Authority has requested $241,187 be appropriated in the Fiscal Year 2016 budget to fund this program. The cost to administer the program in future years will depend on the number of properties included in the program. Page 65 of the John Milner Associates' report, previously provided to the Board, reviews the estimated costs and benefits to the County of the program. The report provides estimates of initial costs as well as savings that would be realized once maintenance is taken on by a curator.

I. Enclosed Documents:

Attachment 1: Proposed Chapter 125, Resident Curator Program Ordinance

The proposed amendment adds a new chapter, Chapter 125, Resident Curator Program Ordinance, to ***The Code of the County of Fairfax, Virginia***

The proposed amendment creates a resident curator program, which authorizes the Board of Supervisors to enter into contracts or leases with private entities for the purpose of preserving and maintaining publicly-owned or leased historic properties.

The new Chapter 125 proposes the following:

- *Purpose and Administration*
- *Definitions of relevant terms;*
- *Areas of Applicability;*
- *Provisions of the Ordinance*

Amend the code of the County of Fairfax, Virginia by adding new Chapter 125 Resident Curator Program Ordinance to read as follows:

CHAPTER 125.
Resident Curator Program Ordinance.

Article 1. General Provisions.

§ 125-1-1. Title.
§ 125-1-2. Authority.
§ 125-1-3. Purpose and Administration.
§ 125-1-4. Definitions.
§ 125-1-5. Areas of Applicability.
§ 125-1-6. Provisions of the Ordinance.

Section 125-1-1. Title.

This Chapter shall hereafter be known, cited, and referred to as the "Resident Curator Program Ordinance" of Fairfax County.

Section 125-1-2. Authority.

This ordinance to establish a resident curator program is enacted pursuant to Virginia Code Ann.§ 15.2-2306(A)(4) (2012) and as amended.

Section 125-1-3. Purpose and Administration.

The purpose and intent of this Chapter is to ensure the general health, safety, and welfare of the citizens of Fairfax County and to preserve and maintain for their use, observation, education, pleasure, and welfare historic properties by establishing a resident curator program whereby private entities are utilized to accomplish the management, preservation, maintenance, and operation of historic properties or structures within Fairfax County in accordance with

established Treatment Standards. The Treatment Standards will promote historic preservation best practices that will help to protect historic properties.

Section 125-1-4. Definitions.

The following words and terms used in this Chapter have the following meanings unless the context clearly indicates otherwise.

"Board" means the Fairfax County Board of Supervisors.

"Historic property" means an area containing one or more buildings or places in which historic events occurred or having special public value because of notable architectural, archaeological or other features relating to the cultural or artistic heritage of the community, of such significance as to warrant conservation and preservation and as such is listed in or determined eligible for listing in *The Fairfax County Inventory of Historic Sites*.

“History Commission” means the Fairfax County History Commission appointed by the Board to help identify, document, record, and preserve the County's historic past.

“Inventory of Historic Sites” means Fairfax County’s list of properties that meet certain eligibility criteria and are officially designated by the County's History Commission.

"Resident curator" means a person, firm, or corporation that leases or otherwise contracts to manage, preserve, maintain, operate, or reside in a historic property in accordance with the provisions of this Ordinance.

"Resident curator program" means a program in which private entities or persons are engaged to accomplish the preservation and maintenance of historic properties owned or leased by Fairfax County.

“Treatment standards” mean the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68 (2013), as amended.

Section 125-1-5. Areas of Applicability.

This Chapter and all provisions adopted hereunder are applicable to all historic properties located within Fairfax County, Virginia, and owned or leased by the Board.

Section 125-1-6. Provisions of the Ordinance.

This Chapter establishes the provisions of the Resident Curator Program in accordance with the provisions of Va. Code Ann. § 15.2-2306 and other applicable statutes.

1) There is hereby established within Fairfax County a Resident Curator Program, which shall be subject to the terms of this Ordinance.

2) The determination of whether any historic property is eligible for the Resident Curator Program shall be made by the County Executive or his designee subject to standards and criteria to be developed by the County Executive or his designee(s), and which shall be subject to the terms of this Ordinance.

3) The determination of whether any person or entity is eligible to serve as a Resident Curator shall be made by the County Executive or his designee subject to standards and criteria to be developed by the County Executive or his designee(s), and which shall be subject to the terms of this Ordinance.

4) In the event that the County Executive determines that an historic property may benefit from the engagement of a Resident Curator, then the County Executive shall develop a lease or other such contract with such Resident Curator that implements the terms of this Ordinance. Any such contract shall be upon a form reviewed and approved by the Office of the County Attorney.

5) The County Executive or his designee shall develop and implement regulations governing the Resident Curator Program and any lease or contract entered into with a Resident Curator shall require that the Resident Curator comply with all such regulations.

6) Any such lease or contract entered into with a Resident Curator shall require that all maintenance and improvement to the historic property shall be conducted in accordance with the Treatment Standards and the lease shall be conditioned on such compliance and on the preservation and maintenance of the historic character of the property at all times during the lease.

7) Any such leases or contracts entered into that preserve historic property shall provide for reasonable public access consistent with the historic property's nature and use.

This ordinance shall take effect upon adoption.

GIVEN under my hand this ____ day of _____, 2014.

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
November 18, 2014

5:30 p.m.

Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 Relating to Election Precincts and Polling Places

ISSUE:
Public hearing to consider an ordinance that proposes to amend and readopt Chapter 7 of the Fairfax County Code to (1) divide Little Run, Holmes and Skyline precincts to form three new precincts and establish polling places; (2) adjust the boundary between Belvoir and Woodlawn precincts; (3) adjust the boundary between Centre Ridge and London Towne No. 2 precincts; (4) rename London Towne No. 1 and London Towne No. 2 precincts and establish a new polling place; (5) relocate the polling places for Terraset and Thoreau precincts; and (6) to readopt the descriptions of Marshall and Westhampton precincts to conform to the adjusted boundary line between Fairfax County and the City of Falls Church.

RECOMMENDATION:
The County Executive recommends adoption of the proposed ordinance except for the relocation of the polling place for Thoreau precinct.

TIMING:
On July 29, 2014, the Board authorized advertised of a public hearing on September 9, 2014, to consider these ordinance amendments. On September 9, 2014, the Board deferred the public hearing until November 18, 2014, because no change in any local election district, precinct, or polling place can be enacted within sixty (60) days next preceding any general election, as specified by Va. Code § 24.2-306. The Clerk to the Board has advertised the new public hearing date.

BACKGROUND:
Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of Virginia Code Sections 24.2-310 and 24.2-310.1. All registered voters who are affected by a change in their polling place will be mailed a new Virginia Voter Information Card in advance of the November general election.

(1) In Braddock District, staff recommends dividing the Little Run precinct along Olley Lane to reduce parking problems at the Little Run Elementary School polling place. The portion of the precinct east of Olley Lane, approximately 1,250 voters, will remain Little Run precinct and will continue to vote at Little Run Elementary School. The portion of the precinct west of Olley Lane, approximately 2,300 voters, will be named "Olde Creek" and its polling place will be established at the Olde Creek Elementary School, located at 9524 Old Creek Drive, Fairfax.

(2) In Hunter Mill District, staff recommends moving the polling place for Terraset precinct from the Terraset Elementary School located at 11411 Ridge Heights Road, Reston, to the Langston Hughes Middle School located at 11401 Ridge Heights Road, Reston. The middle school has a larger parking area and provides better accessibility for the voters than the elementary school which is currently undergoing renovation.

(3) In Dranesville District, staff recommends readopting the description of Westhampton precinct to conform to the new boundary between Fairfax County and the City of Falls Church that was adopted earlier this year. No voters were affected by this boundary change.

(4) In Mason District, staff recommends dividing the Skyline precinct to reduce the number of voters at the Goodwin House polling place where public access and parking are limited. The portion of the precinct that that is south of Leesburg Pike will remain the Skyline precinct with approximately 2,800 voters and its polling place will be moved into the tenant conference center in Three Skyline Place located at 5201 Leesburg Pike, Falls Church. The portion of the precinct to the north of Leesburg Pike with approximately 1,100 voters will be named "Crossroads" and its polling place will be at the Goodwin House Bailey's Crossroads.

(5) In Mason District, staff also recommends dividing Holmes precinct along the boundary between the Eighth and Eleventh Congressional Districts and "resurrecting" Holmes No. 1 and Holmes No. 2 precincts. During the 2011 redistricting process, the Holmes No. 1 and Holmes No. 2 precincts were consolidated into one precinct to conserve resources. In order to comply with the State Board of Elections requirement to report election results by Congressional District, however, the voting equipment must be programmed and the election officers must manage Holmes as if it is two precincts. The voters also are checked in and are given different ballots for the two Congressional Districts. The election officers have requested that the precinct be re-divided to simplify the process for the officers and the voters. Both the new Holmes No. 1 and Holmes No. 2 will continue to vote at Baileys Elementary School.

(6) In Mount Vernon District, staff recommends adjusting the boundary between Belvoir and Woodlawn precincts to redistribute the voting population. During the 2011 redistricting process, Belvoir precinct was divided between the Thirty-Sixth and Thirty-

Ninth Senate Districts and the Forty-Third and Forty-Fourth House of Delegates Districts, creating three separate ballot styles for voters in that precinct. The proposed boundary change will move approximately 525 voters who reside in the Forty-Fourth Delegate District from Belvoir to Woodlawn, eliminating one of the ballot styles. Both the revised Belvoir and Woodlawn precincts will continue to use their existing polling places at the Kingstowne Library and the Knights of Columbus #5998, respectively.

(7) In Providence District, staff recommends readopting the description of Marshall precinct to conform to the new boundary between Fairfax County and the City of Falls Church that was adopted earlier this year. No voters were affected by this boundary change.

(8) In Providence District, staff recommends that the Board not relocate the polling place for Thoreau precinct from the Thoreau Middle School located at 2505 Cedar Lane, Vienna, to the Church of All Nations located at 8526 Amanda Place, Vienna. In the July 29, 2014, Board Item seeking authorization for staff to advertise the proposed amendments, staff had recommended that the Board temporarily relocate that polling place due to renovations at Thoreau Middle School. However, since the original public hearing date was deferred, the renovations at Thoreau Middle School are now sufficiently complete to allow its continued use as a polling location. The attached draft ordinance reflects this change in the staff recommendation by striking out the portion that would have relocated this polling place.

(9) In Sully District, staff recommends adjusting the boundary between Centre Ridge and London Towne No. 2 precincts to redistribute the voting population. Centre Ridge precinct currently has nearly 5,000 registered voters, while London Towne No. 2 precinct has under 1,000 registered voters. The proposed boundary change will move approximately 1,350 voters from Centre Ridge to London Towne No. 2. Staff further recommends changing the name of London Towne No. 2 to “Spindle” and moving its polling place from London Towne Elementary School located at 6100 Stone Road, Centreville, to the Centreville Regional Library located at 14200 St. Germain Drive, Centerville.

(10) In Sully District, staff recommends changing the name of London Towne No. 1 to “London Towne” precinct, and the voters in that precinct will continue to vote at London Towne Elementary School located at 6100 Stone Road, Centreville.

FISCAL IMPACT:
Insignificant. Funding for polling place change notifications is provided in the agency’s FY 2015 Adopted Budget.

Board Agenda Item
November 18, 2014

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2 – Summary of Proposed Changes
Attachment 3 – Descriptions and Maps of Proposed Changes
Attachment 4 – Proposed Ordinance

STAFF:
Cameron Quinn, General Registrar
Corinne Lockett, Assistant County Attorney

Attachment 1: Virginia Code pertaining to Election Polling Places

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

(1986, c. 593, § 24.1-40.7; 1990, c. 500; 1992, c. 425; 1993, c. 641; 2001, c. 614.)

§ 24.2-307. Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

(Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. 515.)

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city if the city is wholly contained within the county election district served by the precinct. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the electoral board to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except (i) as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place or (ii) upon the approval of the local electoral board, inside the structure where the election is conducted, provided that a reasonable person would not observe any campaigning activities while inside the polling place. The local electoral board may approve campaigning activities inside the building where the election is conducted pursuant to clause (ii) when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

(Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707.)

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

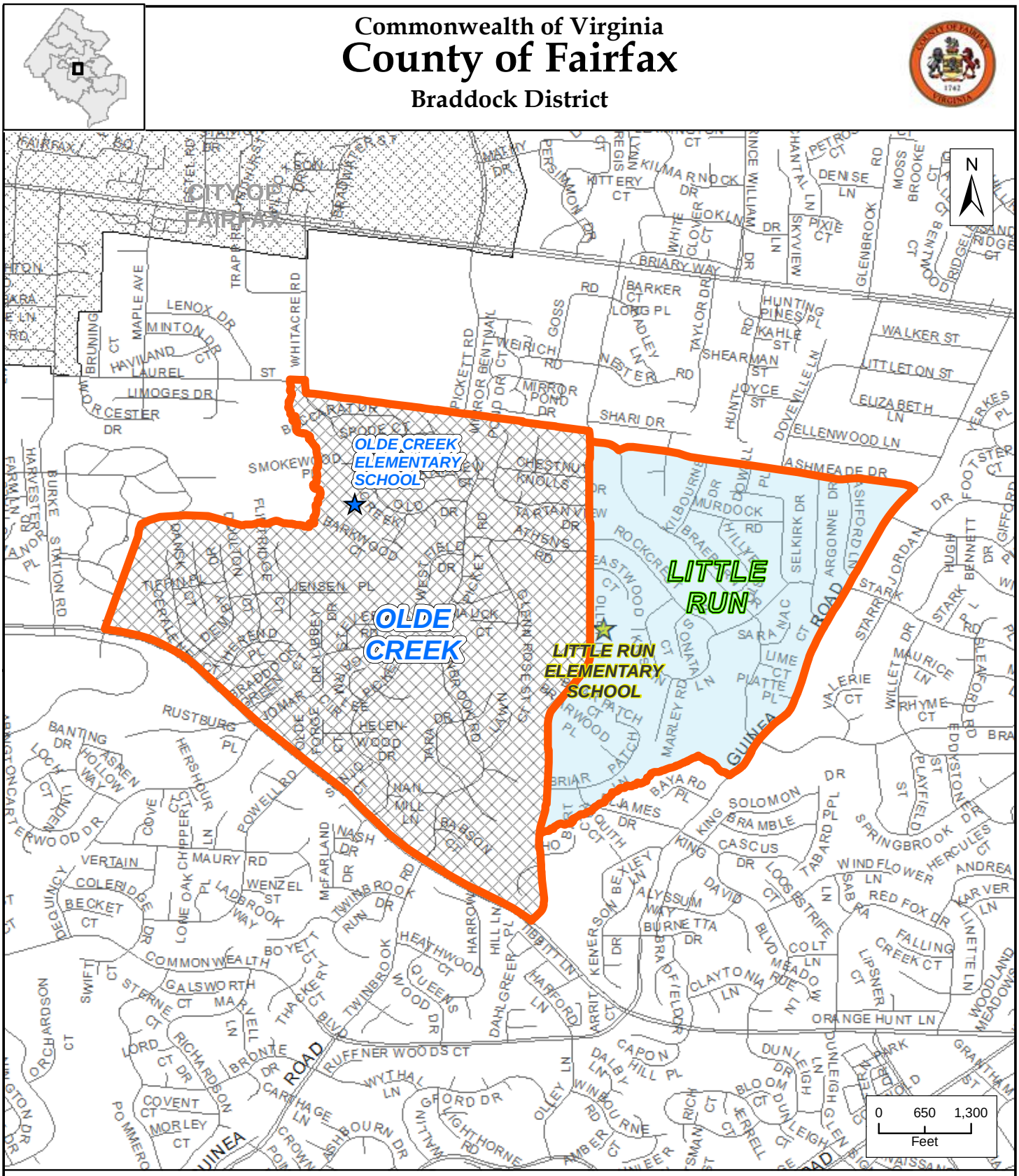
(1993, c. 904, § 24.1-37.1; 1993, c. 641.)

Attachment 2

2014 PROPOSED PRECINCT and POLLING PLACE CHANGES

SUPERVISOR DISTRICT	EXISTING PRECINCT(S)	CURRENT REGISTERED VOTERS*	EXISTING POLLING PLACE(S)	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW POLLING PLACE(S)	NOTES ON CHANGES
BRADDOCK	LITTLE RUN	3,554	Little Run Elem. School	LITTLE RUN "OLDE CREEK"	1,228 2,326	Little Run Elem. School Olde Creek Elem. School	Divide precinct to reduce the number of voters voting at Little Run where parking is limited.
HUNTER MILL	TERRASET	4,172	Terraset Elem. School	TERRASET	4,172	Hughes Middle School	Move polling place for accessibility while Terraset is undergoing renovation.
DRANESVILLE	WESTHAMPTON	2,347	Lemon Road Elem. School	WESTHAMPTON	2,347	Lemon Road Elem. School	Readopt precinct description to conform to Fairfax County and City of Falls Church boundary change.
MASON	SKYLINE	3,945	Goodwin House	SKYLINE "CROSSROADS"	2,829 1,116	Three Skyline Place Goodwin House	Divide precinct to reduce the number of voters at Goodwin House where parking is limited.
MASON	HOLMES	2,651	Bailey's Elem. School	"HOLMES #1" "HOLMES #2"	713 1,938	Bailey's Elem. School Bailey's Elem. School	Divide precinct to eliminate the split Congressional District.
MOUNT VERNON	BELVOIR WOODLAWN	3,024 3,941	Kingstowne Library Knights of Columbus #5998	BELVOIR WOODLAWN	2,499 4,466	Kingstowne Library Knights of Columbus #5998	Adjust precinct boundary to eliminate the split House of Delegates District.
PROVIDENCE	MARSHALL	5,237	Marshall High School	MARSHALL	5,237	Marshall High School	Readopt precinct description to conform to Fairfax County and City of Falls Church boundary change.
PROVIDENCE	THOREAU	1,813	Thoreau Middle School	THOREAU	1,813	The Church of All Nations	Move polling place temporarily while Thoreau Middle School is under renovation.
SULLY	CENTRE RIDGE LONDON TOWNE #2	4,930 832	Centre Ridge Elem. School London Towne Elem. School	CENTRE RIDGE "SPINDLE"	3,584 2,178	Centre Ridge Elem. School Centreville Regional Library	Adjust boundary to redistribute voters and change precinct name and polling place.
SULLY	LONDON TOWNE #1	4,049	London Towne Elem. School	LONDON TOWNE	4,049	London Towne Elem. School	Rename precinct.

***** Registered voters as of June 23, 2014



Proposed Division of Little Run Voting Precinct

- Proposed Olde Creek Precinct
- Updated Little Run Precinct
- Proposed New Polling Place
- Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Braddock District

PRECINCT 109: LITTLE RUN

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FIRST**

DESCRIPTION:
Beginning at the intersection of Olley Lane and Braeburn Drive, thence with Braeburn Drive in an easterly direction to its intersection with Ashmeade Drive, thence with Ashmeade Drive in an easterly direction to its intersection with Guinea Road, thence with Guinea Road in a southwesterly direction to its intersection with Long Branch (stream), thence with the meanders of Long Branch in a northwesterly direction to its intersection with an unnamed stream, thence with the unnamed stream in a southwesterly direction to its intersection with Olley Lane, thence with Olley Lane in a generally northerly direction to its intersection with Braeburn Drive, point of beginning.

POLLING PLACE: Little Run Elementary School
4511 Olley Lane, Fairfax

MAP GRIDS: 69-2, 69-4

NOTES: Established as Little Run Precinct - February 1982
Name changed to Olde Creek Precinct - March 1996
Precinct description revised and readopted - March 2003
Precinct renamed and boundary adjusted – July 2011
Delegate District changed from 37th to 41st – July 2011
Precinct divided – November 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Braddock District

PRECINCT 114: OLDE CREEK

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FIRST**

DESCRIPTION:
Beginning at the intersection of Long Branch (stream) and Laurel Street, thence with Laurel Street in an easterly direction to its intersection with Whitacre Road, thence with Whitacre Road in a southerly direction to its intersection with the south boundary of the Fairfax County School Property on which Woodson High School and Frost Middle School are located, thence with the boundary of the Fairfax County School Property and a projection of this boundary to an abandoned outlet road in an easterly direction to its intersection with Olley Lane, thence with Olley Lane in a generally southerly direction to its intersection with Braddock Road, thence with Braddock Road in a northwesterly direction to its intersection with the Calvary Memorial Park (cemetery) Road, thence with the Calvary Memorial Park Road in a general northerly direction to its intersection with a projection of an unnamed stream, thence with the projection and the unnamed stream in an easterly direction to its intersection with Long Branch, thence with the meanders of Long Branch to its intersection with Laurel Street, point of beginning.

POLLING PLACE: Olde Creek Elementary School
9524 Olde Creek Drive, Fairfax

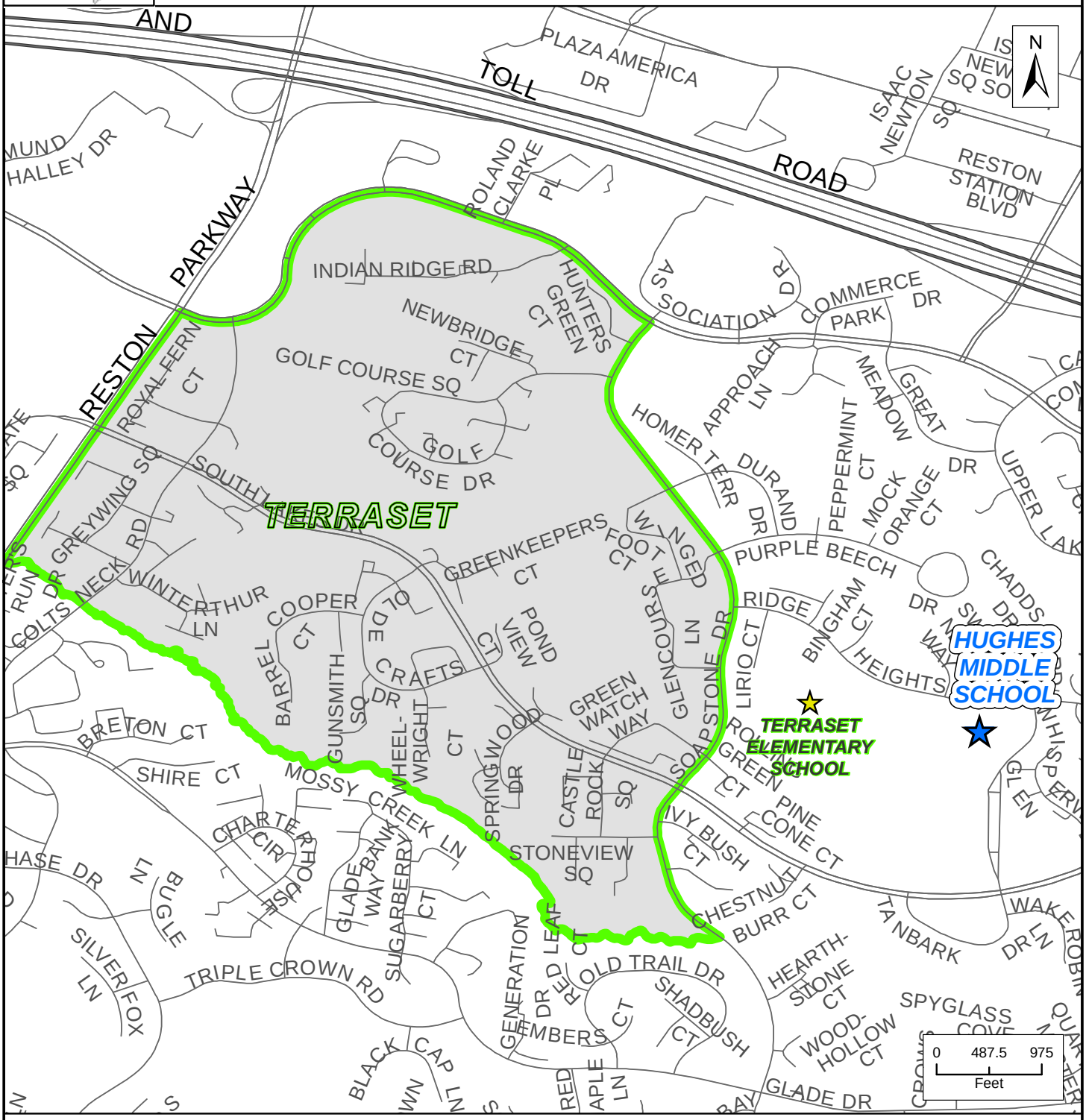
MAP GRIDS: 58-3, 58-4, 69-1, 69-2, 69-3, 69-4

NOTES: Established November 2014

Commonwealth of Virginia

County of Fairfax

Hunter Mill District



Proposed Polling Place Change for Terraset Voting Precinct

★ Proposed New Polling Place

★ Current Polling Place

September 2014

Commonwealth of Virginia

COUNTY OF FAIRFAX

Hunter Mill District

PRECINCT 225: TERRASET

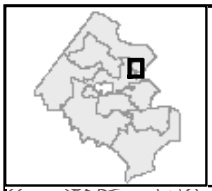
CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-SIXTH**

DESCRIPTION:
Beginning at the intersection of Reston Parkway and Sunrise Valley Drive, thence with Sunrise Valley Drive in a generally easterly direction to its intersection with Soapstone Drive, thence with Soapstone Drive in a southerly direction to its intersection with Snakeden Branch (stream), thence with the meanders of Snakeden Branch in a northwesterly direction to its intersection with Reston Parkway, thence with Reston Parkway in a northeasterly direction to its intersection with Sunrise Valley Drive, point of beginning.

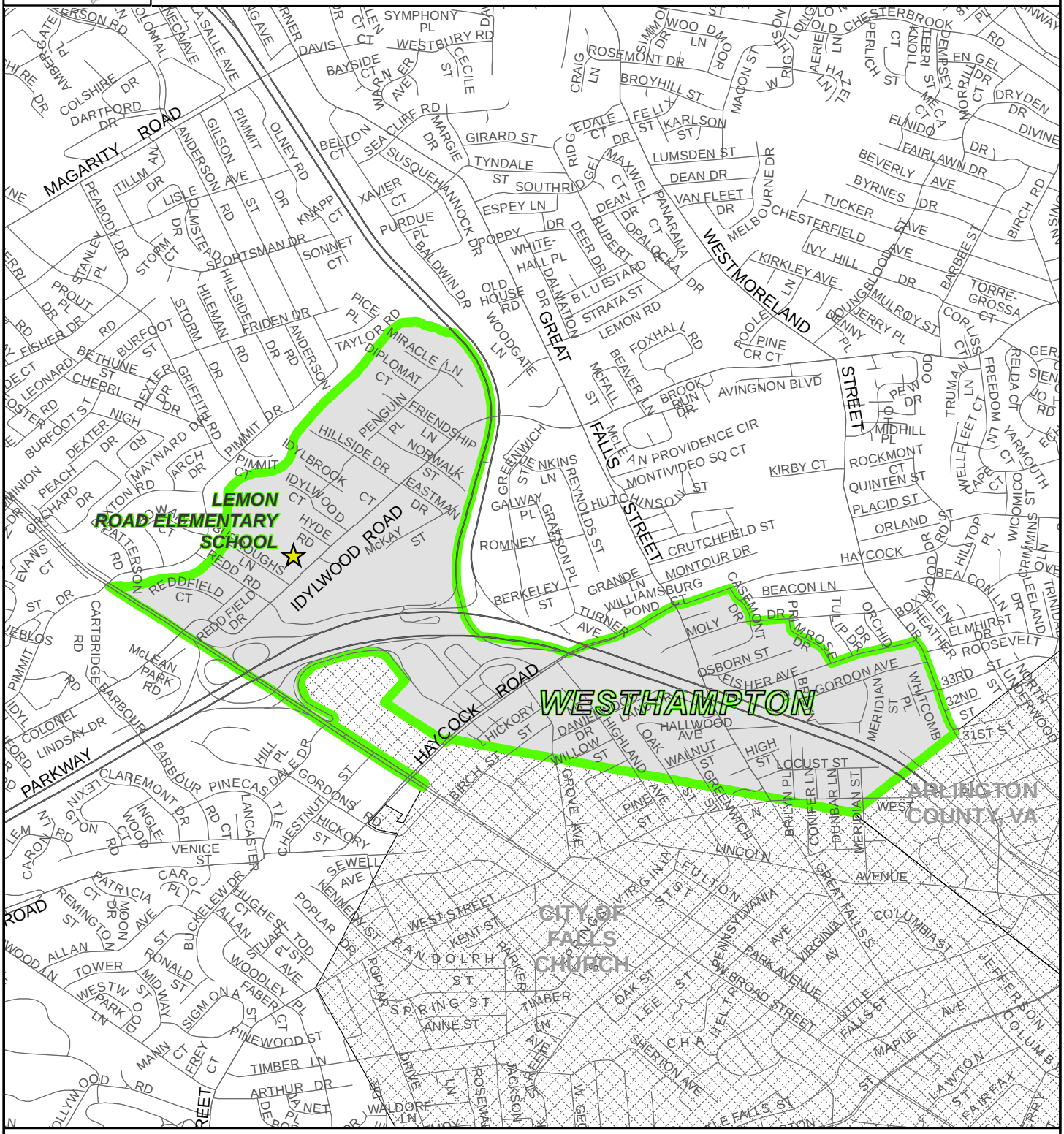
POLLING PLACE: ~~Terraset Elementary School~~ Hughes Middle School
~~11411~~ 11401 Ridge Heights Road, Reston

MAP GRIDS: 17-3, 17-4, 26-1, 26-2, 26-4

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Congressional District changed from 8th to 11th – January 2012
Polling Place moved – November 2014



Commonwealth of Virginia
County of Fairfax
Dranesville District



Precinct: 317 WESTHAMPTON

Polling Place: Lemon Road Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 700 1,400
Feet

N

January 2014

- REVISED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Dranesville District

PRECINCT 317: WESTHAMPTON

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Pimmit Run (stream) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a southerly direction to its intersection with Interstate 66, thence with Interstate 66 in an easterly direction to its intersection with Haycock Road, thence with Haycock Road in a northeasterly direction to its intersection with Casemont Drive, thence with Casemont Drive in a southerly direction to its intersection with Moly Drive, thence with Moly Drive in an easterly direction to its intersection with Primrose Drive, thence with Primrose Drive in a southeasterly direction to its intersection with Fisher Avenue, thence with Fisher Avenue in an northeasterly direction to its intersection with Westmoreland Street, thence with Westmoreland Street in a southeasterly direction to its intersection with the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southwesterly direction to its intersection with the north corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a westerly, northeasterly, northwesterly, westerly, (around the George Mason High School property), then southeasterly direction to its intersection with Leesburg Pike (Route 7), thence with Leesburg Pike in a northwesterly direction to its intersection with Pimmit Run, thence with the meanders of Pimmit Run in a generally northeasterly direction to its intersection with the Washington Dulles Access and Toll Road, point of beginning.

POLLING PLACE: Lemon Road Elementary School
7230 Idylwood Road, Falls Church

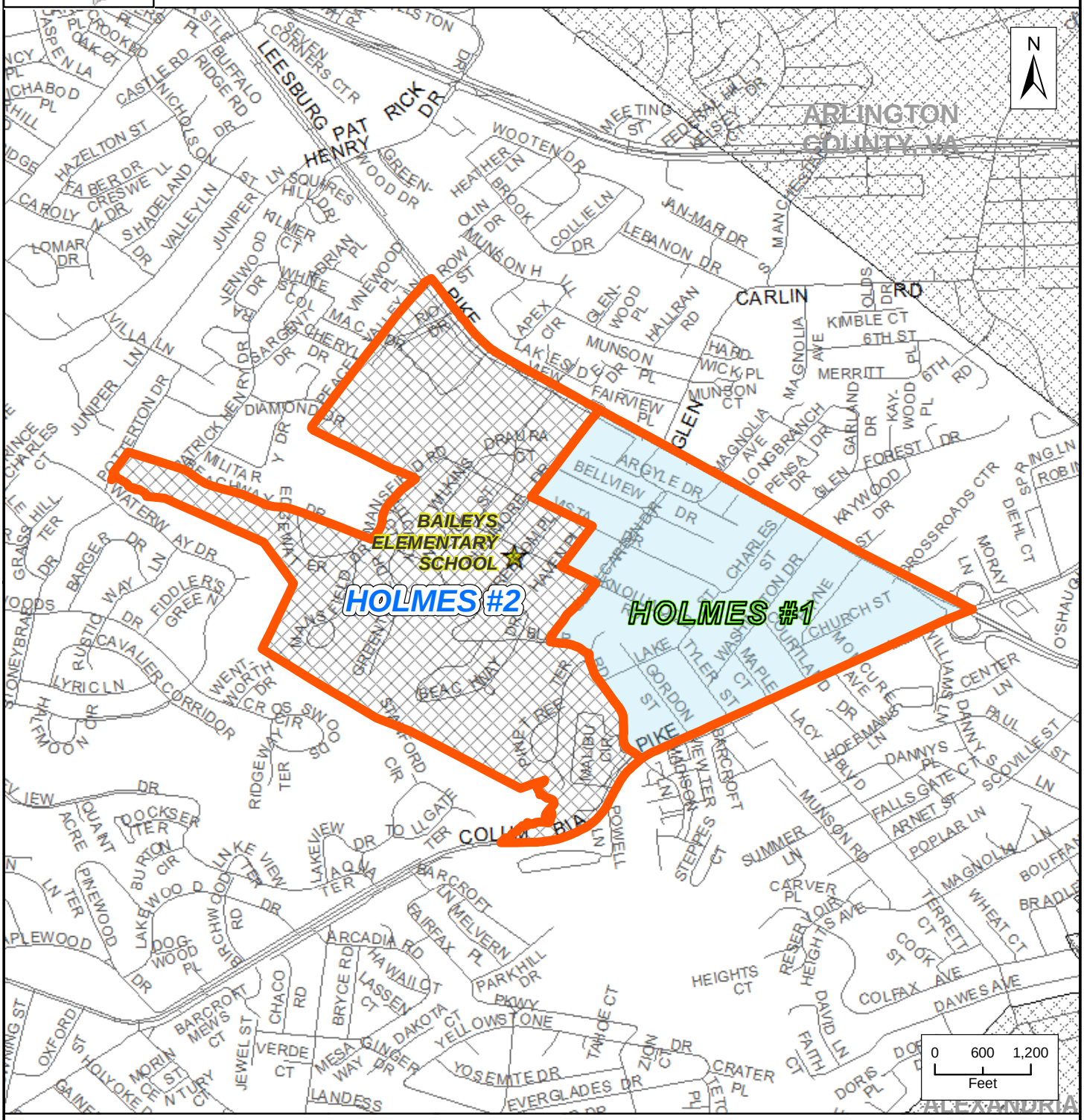
MAP GRIDS: 40-1, 40-2, 40-3, 40-4

NOTES: Established June 1971
Boundary adjusted to conform to Congressional District line - March 2002
Precinct description revised and readopted – March 2003
Boundary adjusted with City of Falls Church – January 2014

Commonwealth of Virginia

County of Fairfax

Mason District



Proposed Division of Holmes Voting Precinct

Updated Holmes #1 Precinct

Current Polling Place

Proposed Holmes #2 Precinct

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 506: HOLMES NO. 1

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Glenmore Drive and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a southwesterly direction to its intersection with Blair Road, thence with Blair Road in a northwesterly direction to its intersection with Glen Carlyn Drive, thence with Glen Carlyn Drive in a northeasterly direction to its intersection with Knollwood Road, thence with Knollwood Road in a northwesterly direction to its intersection with Haven Place, thence with Haven Place in a northeasterly direction to its intersection with Vista Drive, thence with Vista Drive in a northwesterly direction to its intersection with Glenmore Drive, thence with Glenmore Drive in a northeasterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Baileys Elementary School
6111 Knollwood Drive, Falls Church

MAP GRIDS: 61-2, 61-4

NOTES: Established July 2011
Precinct combined Holmes No. 1 and Holmes No. 2 – July 2011
Precinct re-divided – November 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 530: HOLMES NO. 2

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Peace Valley Lane and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with Glenmore Drive, thence with Glenmore Drive in a southwesterly direction to its intersection with Vista Drive, thence with Vista Drive in a southeasterly direction to its intersection with Haven Place, thence with Haven Place in a southwesterly direction to its intersection with Knollwood Drive, thence with Knollwood Drive in a southeasterly direction to its intersection with Glen Carlyn Drive, thence with Glen Carlyn Drive in a southwesterly direction to its intersection with Blair Road, thence with Blair Road in a generally southeasterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a southwesterly direction to its intersection with Holmes Run (stream), thence with the meanders of Holmes Run in a northwesterly direction into and through Lake Barcroft to its intersection with Potterton Drive, thence with Potterton Drive in a northeasterly direction to its intersection with Beachway Drive, thence with Beachway Drive in a southeasterly direction to its intersection with Mansfield Road, thence with Mansfield Road in a northeasterly direction to its intersection with Peace Valley Lane, thence with Peace Valley Lane, a projection of Peace Valley Lane and Peace Valley Lane in a northwesterly, then northeasterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Baileys Elementary School
6111 Knollwood Drive, Falls Church

MAP GRIDS: 51-3, 61-1, 61-2, 61-3, 61-4

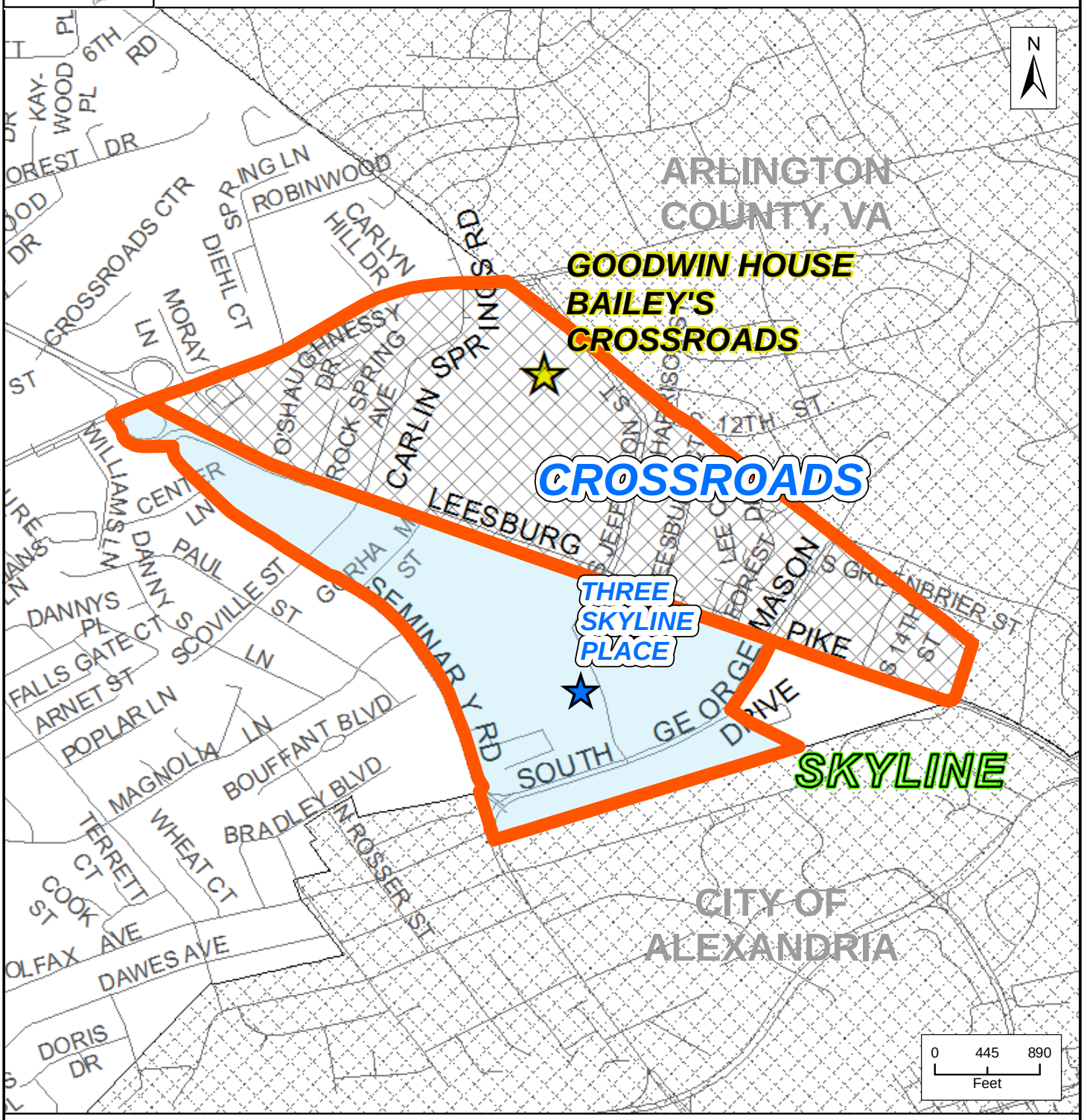
NOTES: Re-established November 2014

506-Holmes #2 / November 2014

Commonwealth of Virginia

County of Fairfax

Mason District



Proposed Division of Skyline Voting Precinct

- Proposed Crossroads Precinct
- Updated Skyline Precinct
- Proposed New Polling Place
- Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 514: CROSSROADS

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-NINTH**

DESCRIPTION:
Beginning at the intersection of Columbia Pike and the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southeasterly, then southerly direction to its intersection with Leesburg Pike (Route 7), thence with Leesburg Pike in a northwesterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a northeasterly direction to its intersection with the Arlington County/Fairfax County Line, point of beginning.

POLLING PLACE: Goodwin House Bailey's Crossroads
3440 South Jefferson Street, Falls Church

MAP GRIDS: 61-2, 62-1

NOTES: Established November 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 520: SKYLINE

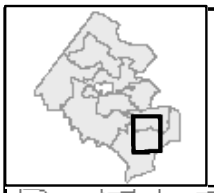
CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-NINTH**

DESCRIPTION:
Beginning at the intersection of Seminary Road and Leesburg Pike (Route 7) thence with Leesburg Pike in a southeasterly direction to its intersection with South George Mason Drive, thence with South George Mason Drive in a southwesterly direction to its intersection with an unnamed parking lot access road along the southwestern boundary of the Skyline Plaza property, thence with the access road and a projection of the access road along the Skyline Plaza property line in a southeasterly direction to its intersection with the corporate boundary of the City of Alexandria, thence with the Corporate Boundary of the City of Alexandria in a southwesterly direction to its intersection with Seminary Road, thence with Seminary Road in a generally northwesterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: ~~Goodwin House Bailey's Crossroads~~ Three Skyline Place
~~3440 South Jefferson Street~~ 5201 Leesburg Pike, Falls Church

MAP GRIDS: 61-2, 61-4, 62-1, 62-3

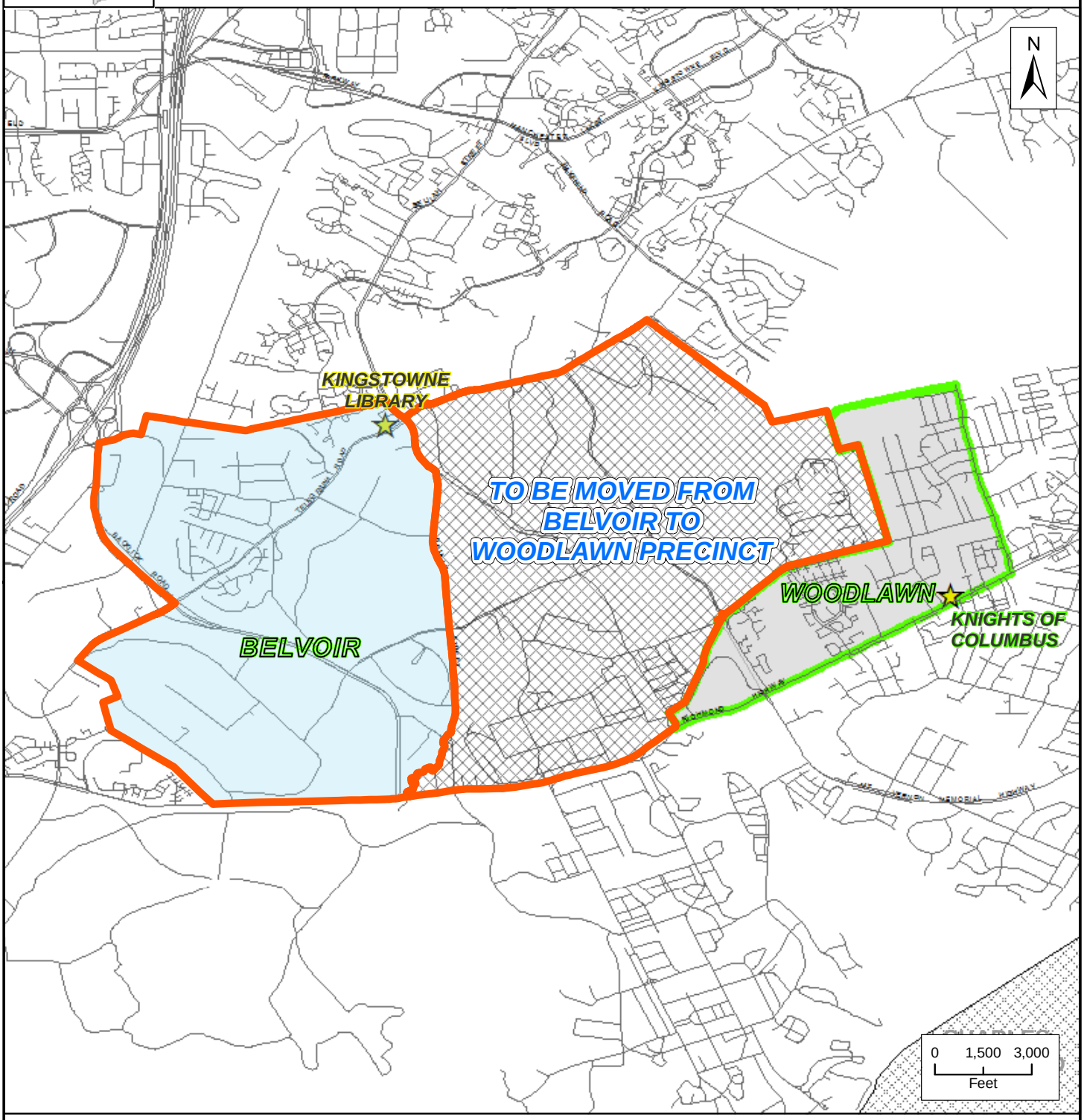
NOTES: Established July 1981
Polling place moved from Skyline Mall – March 2003
Precinct description revised and readopted – March 2003
Polling place moved – March 2010
Boundary adjusted, polling place moved – July 2011
Senate District changed from 31st to 35th – July 2011
Delegate District changed from 46th to 49th – July 2011
Precinct divided – July 2013
Precinct divided – November 2014



Commonwealth of Virginia

County of Fairfax

Mount Vernon District



Proposed Division of Belvoir Voting Precinct

Updated Belvoir Precinct

Current Polling Place

To Be Moved to Woodlawn Precinct

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 619: BELVOIR

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SIXTH / THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-THIRD ~~/ FORTY-FOURTH~~**

DESCRIPTION:
Beginning at the intersection of Backlick Road and Newington Road, thence with Newington Road in an easterly direction to its intersection with the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a northerly direction to its intersection with the Virginia Power Easement, thence with Virginia Power Easement in an easterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in an southerly direction to its intersection with Beulah Street at Woodlawn Road, thence with Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Beulah Road, thence with Beulah Road in a southerly direction to its intersection with Backlick Road, thence with Backlick Road in a northwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a southwesterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a westerly direction to its intersection with Britten Drive, thence with Britten Drive in a northwesterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a generally northwesterly direction to its intersection with Newington Road, point of beginning.

POLLING PLACE: Kingstowne Library
6500 Landsdowne Centre, Alexandria

MAP GRIDS: 99-1, 99-2, 99-3, 99-4, 100-1, 100-3, 101-3, 108-1, 108-2, 108-3, 108-4, 109-1, 109-3

NOTES: Established July 1998
Precinct description revised and readopted – March 2003
Senate and Delegate boundaries changed – July 2011
Boundary adjusted – November 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX
Mount Vernon District

PRECINCT 627: WOODLAWN

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SIXTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FOURTH**

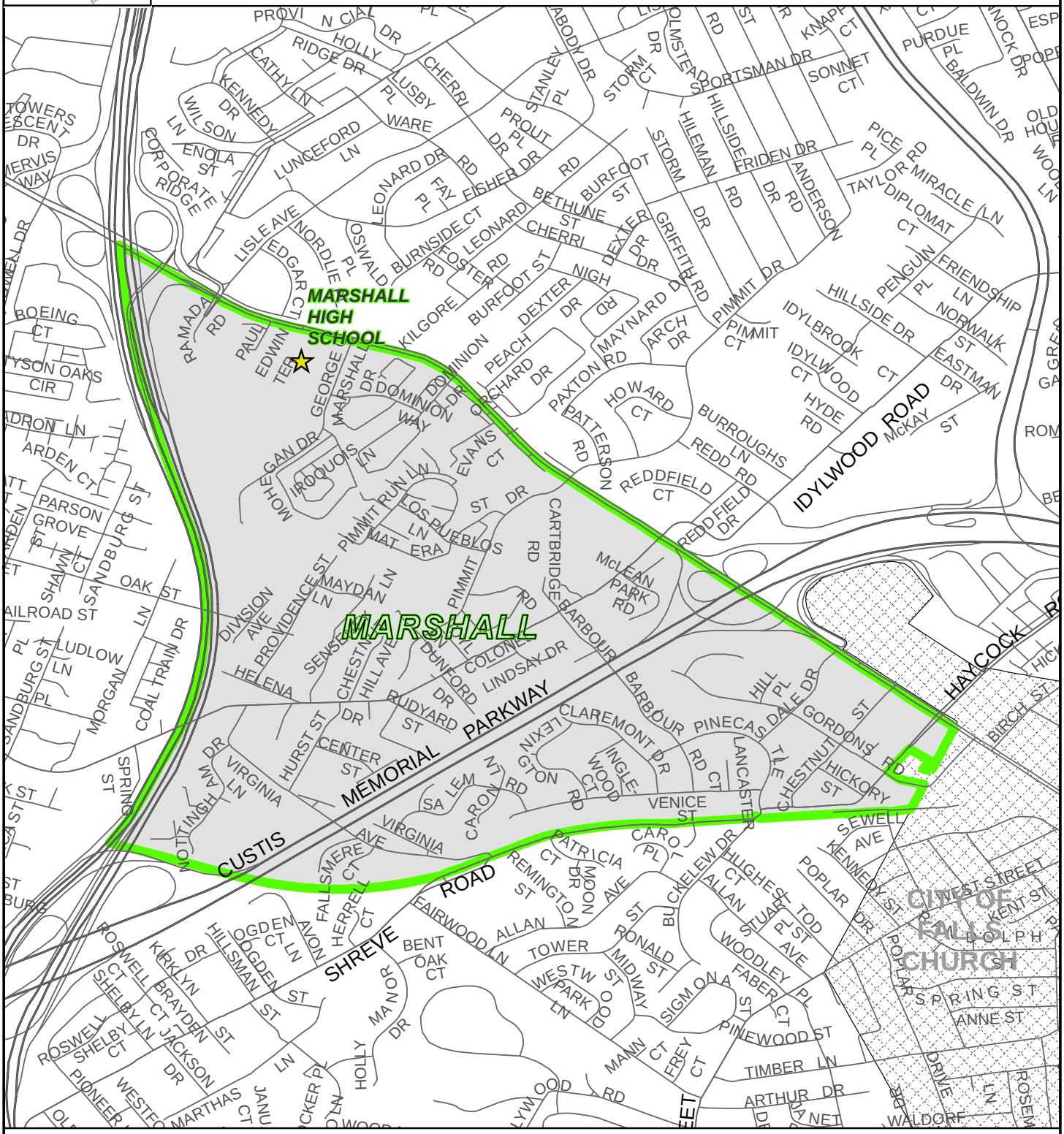
DESCRIPTION:
Beginning at the intersection of [the old alignment of] Beulah Street and Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with the north boundary of the Fort Belvoir Military Reservation, thence with the boundary of the Fort Belvoir Military Reservation in a northeasterly, then southeasterly direction to its intersection with the western boundary of Huntley Meadows Park, thence with boundary of Huntley Meadows Park in a southeasterly, then northeasterly direction to its intersection with Frye Road, thence with Frye Road in a southerly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a southwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a southeasterly direction to its intersection with Beulah Street, thence with Beulah Street in a northerly direction to its intersection with a projection of and [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street in a northerly direction to its intersection with Telegraph Road, point of beginning.

POLLING PLACE: Woodlawn Elementary School
8505 Highland Lane, Alexandria

MAP GRIDS: 100-1, 100-2, 100-3, 100-4, 101-1, 101-3, 109-1, 109-2, 110-1

NOTES: Established July 1981
Moved from Lee District to Mount Vernon District-2001 Redistricting
Precinct description revised and readopted – March 2003
Precinct divided – April 2011
Precinct boundary adjusted – July 2011
Precinct boundary adjusted – November 2014

Commonwealth of Virginia
County of Fairfax
Providence District



Precinct: 708 MARSHALL

Polling Place: Marshall High School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 550 1,100
Feet

N

January 2014

- REVISED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 708: MARSHALL

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of the Capital Beltway (I-495) and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with the west corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a southwesterly, westerly, northeasterly, northwesterly, southwesterly, easterly, (around the City of Falls Church Maintenance Yard property) and then a southerly direction to its intersection with the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a westerly direction to its intersection with the Capital Beltway, thence with the Capital Beltway in a generally northerly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Marshall High School
7731 Leesburg Pike, Falls Church

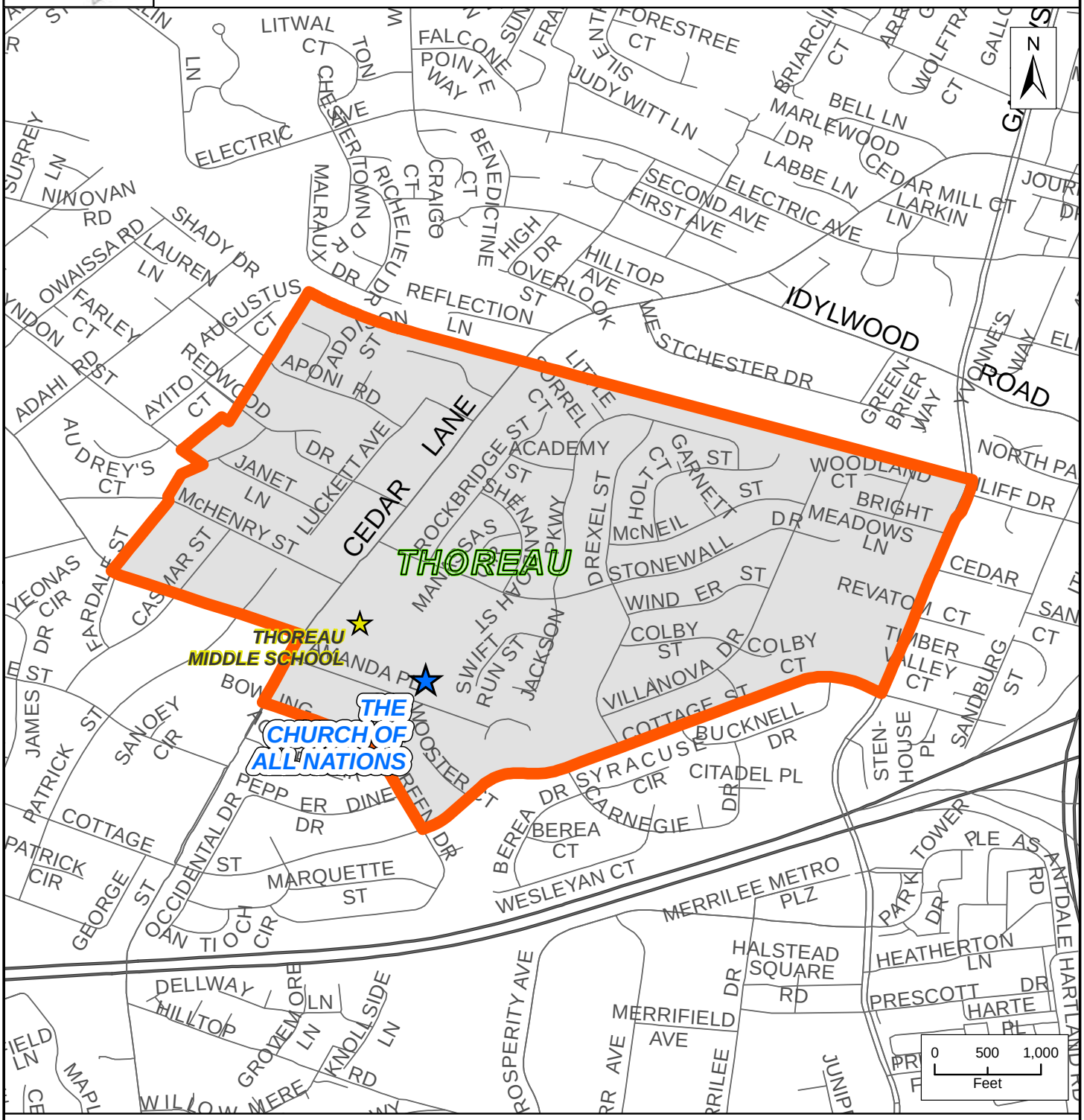
MAP GRIDS: 39-2, 39-4, 40-1, 40-3

NOTES: Established 1963
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way
Precinct description revised and readopted – March 2003
Senate district changed from 32nd to 35th - July 2011
Boundary adjusted with City of Falls Church – January 2014

Commonwealth of Virginia

County of Fairfax

Providence District



Proposed Polling Place Change for Thoreau Voting Precinct

★ Proposed New Polling Place

★ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 720: THOREAU

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of the east corporate boundary of the Town of Vienna and the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a southeasterly direction to its intersection with Gallows Road, thence with Gallows Road in a southwesterly direction to its intersection with Cottage Street, thence with Cottage Street in a generally southwesterly direction to its intersection with Bowling Green Drive, thence with Bowling Green Drive in a northwesterly direction to its intersection with the east corporate boundary of the Town of Vienna, thence with the corporate boundary of the Town of Vienna in a northeasterly, then northwesterly, then northeasterly direction to its intersection with the Washington and Old Dominion Railroad Regional Park, point of beginning.

POLLING PLACE: ~~Thoreau Middle School~~ The Church of All Nations
~~2505 Cedar Lane~~ 8526 Amanda Place, Vienna

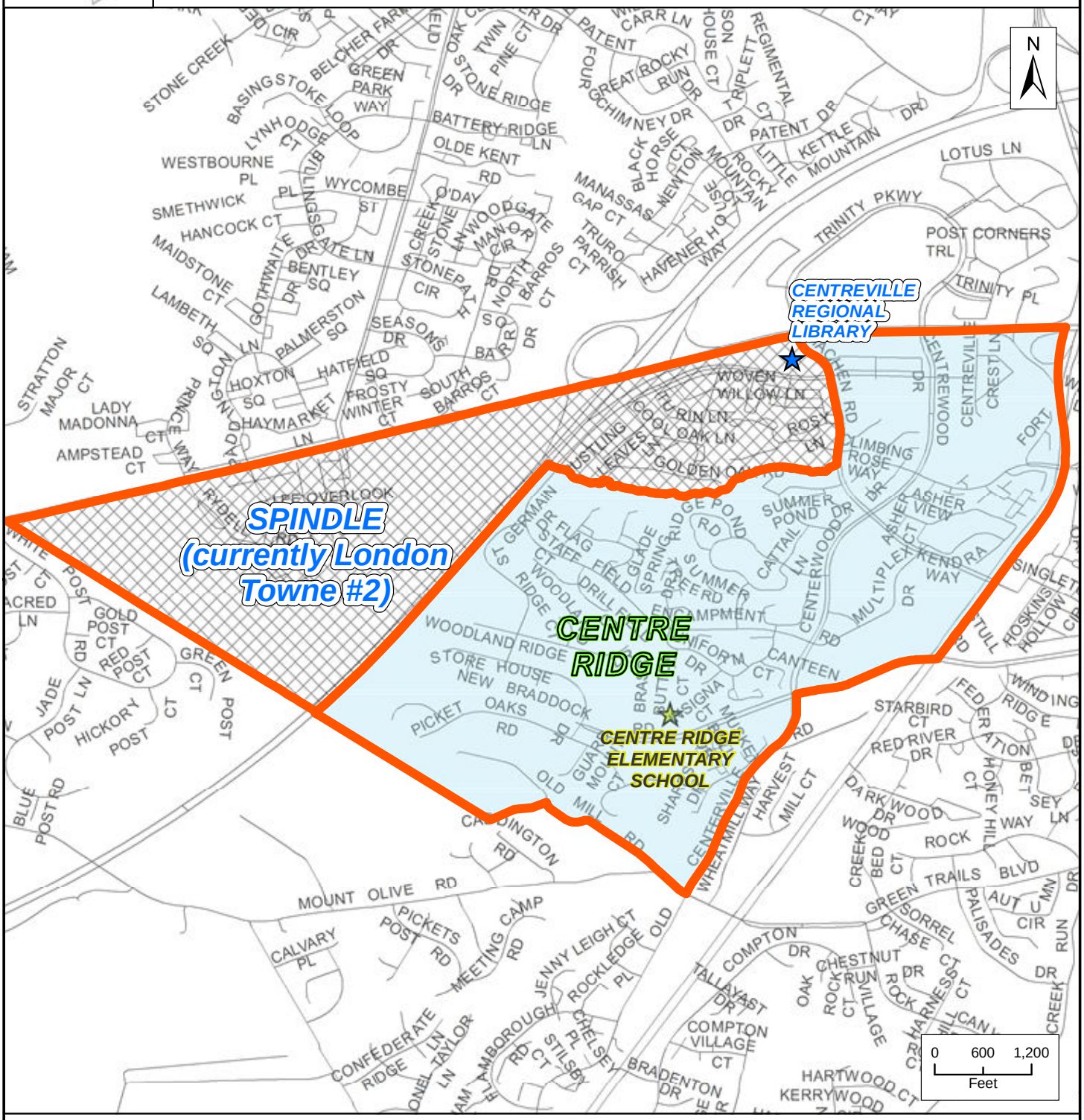
MAP GRIDS: 39-3, 39-4, 49-1, 49-2

NOTES: Established July 1981
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way
Precinct description revised and readopted – March 2003
Delegate District changed from 53rd to 35th - July 2011
Polling place changed temporarily – November 2014

Commonwealth of Virginia

County of Fairfax

Sully District



Proposed Division of Centre Ridge Voting Precinct

Proposed New Precinct (Spindle)

Updated Centre Ridge Precinct

Proposed New Polling Place

Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 901: CENTRE RIDGE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Machen Road and Lee Highway (Route 29), thence with Lee Highway in an easterly direction to its intersection with Centreville Road, thence with Centerville Road in a generally southwesterly direction to its intersection with New Braddock Road, thence with New Braddock Road in a westerly direction to its intersection with Old Centreville Road, thence with Old Centreville Road in a southwesterly direction to its intersection with Old Mill Road, thence with Old Mill Road in a northwesterly direction to its intersection with the Colonial Pipe Line Company Easement, thence with the Colonial Pipe Line Company Easement in a southwesterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northwesterly direction to its intersection with Interstate 66, thence with Interstate 66 in northwesterly direction to its intersection with an unnamed tributary of Big Rocky Run (stream) to the south of Golden Oak Road, thence with the meanders of the unnamed tributary in an easterly direction to its intersection with Machen Road, thence with Machen Road in a northerly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: Centre Ridge Elementary School
14400 New Braddock Road, Centreville

MAP GRIDS: 54-3, 54-4, 65-1, 65-2

NOTES: Established - May 1993
Boundary adjusted - August 2001
Precinct description revised and readopted – March 2003
Congressional District changed from 10th to 11th – January 2012
Boundary adjusted – July 2012
Precinct boundary adjusted – November 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 924: ~~LONDON TOWNE NO. 2~~ SPINDLE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of the Columbia Liquified Natural Gas Easement and Lee Highway (Route 29), thence with Lee Highway in a northeasterly direction to its intersection with Machen Road, thence with Machen Road in a southerly direction to its intersection with an unnamed tributary of Big Rocky Run (stream) to the south of Climbing Rose Way, thence with the meanders of the unnamed tributary in a westerly direction to its intersection with Interstate 66, thence with Interstate 66 in a southwesterly direction to its intersection with the Columbia Liquified Natural Gas Easement, thence with the Columbia Liquified Natural Gas Easement in a northwesterly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: ~~London Towne Elementary School~~ Centreville Regional Library
~~6100 Stone Road~~ 14200 St. Germain Drive, Centreville

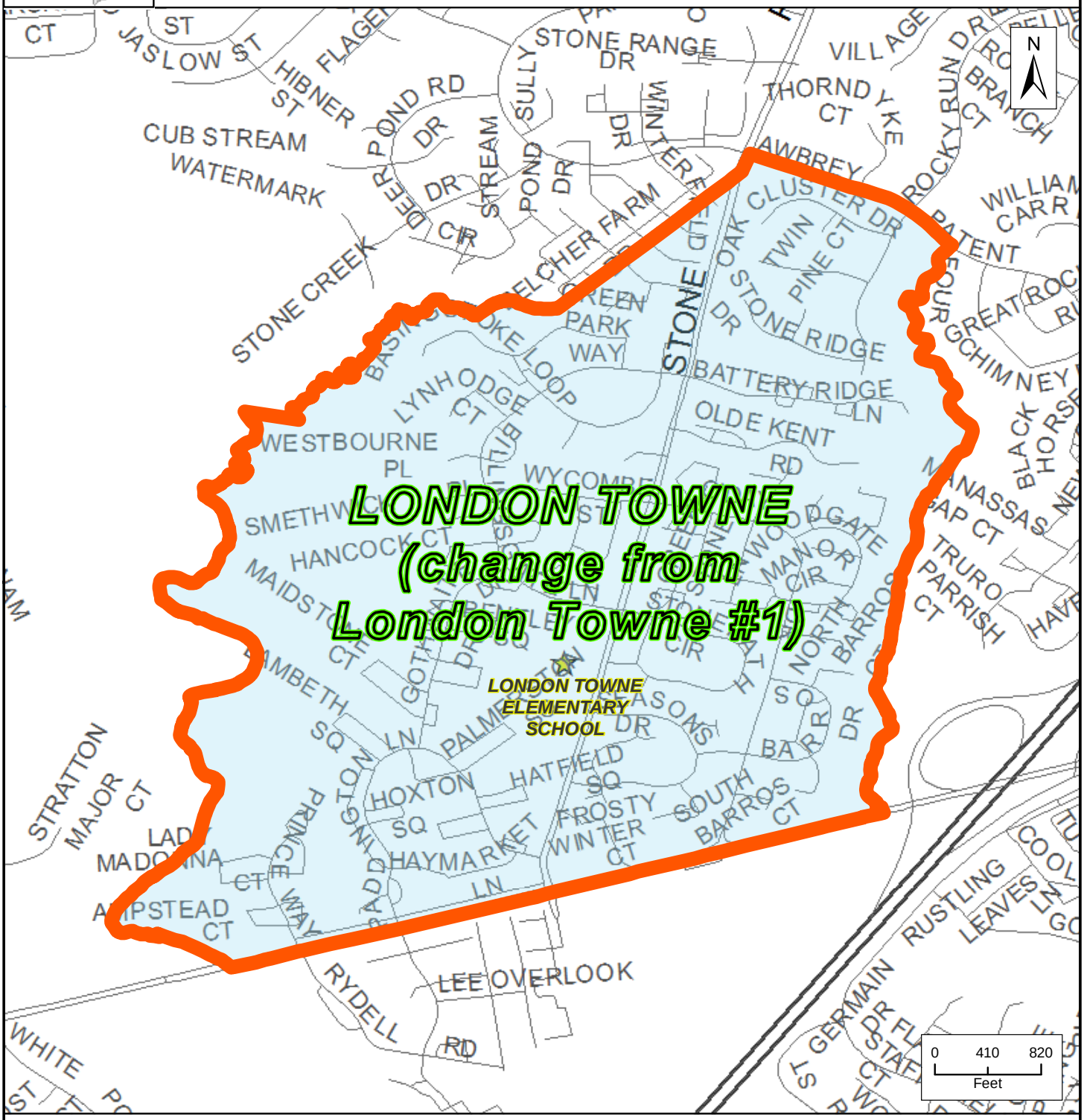
MAP GRIDS: 53-4, 54-3, 64-2, 65-1

NOTES: Established May 2001
Precinct description revised and readopted – March 2003
Precinct boundary adjusted and precinct renamed – July 2011
Congressional District changed from 10th to 11th – January 2012
Precinct boundary adjusted and precinct renamed – September 2014

Commonwealth of Virginia

County of Fairfax

Sully District



Proposed Name Change for London Towne #1 Voting Precinct

London Towne #1 Precinct

Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 910: LONDON TOWNE ~~NO. 1~~

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-SEVENTH**

DESCRIPTION:
Beginning at the intersection of Stone Road and Awbrey Patent Drive, thence with Awbrey Patent Drive in a southeasterly direction to its intersection with Big Rocky Run (stream), thence with the meanders of Big Rocky Run in a generally southerly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a southwesterly direction to its intersection with Cub Run (stream), thence with the meanders of Cub Run in a generally northerly direction to its intersection with an unnamed branch of Cub Run (north of the Transcontinental Gas Pipeline Corporation Easement), thence with the meanders of the unnamed branch of Cub Run in a northeasterly direction to its intersection with the Transcontinental Gas Pipeline Corporation Easement at the southern end of Belcher Farm Drive, thence with the Transcontinental Gas Pipeline Corporation Easement in a northeasterly direction to its intersection with Stone Road at, thence with Stone Road in a northerly direction to its intersection with Awbrey Patent Road, point of beginning.

POLLING PLACE: London Towne Elementary School
6100 Stone Road, Centreville

MAP GRIDS: 53-4, 54-1, 54-3

NOTES: Established May 2001
Precinct description revised and readopted – March 2003
Delegate District changed from 67th to 37th – July 2011
Precinct boundary adjusted and precinct renamed – July 2011
Congressional District changed from 10th to 11th – January 2012
Precinct name changed – September 2014

PROPOSED ORDINANCE TO AMEND AND READOPT SECTIONS OF CHAPTER 7 OF THE FAIRFAX COUNTY CODE TO REFLECT THE FAIRFAX COUNTY - FALLS CHURCH BOUNDARY LINE AND ELECTION PRECINCT ADJUSTMENTS, TO ESTABLISH NEW PRECINCTS FOR BRADDOCK, MASON, AND SULLY DISTRICTS AND TO RELOCATE POLLING PLACES FOR CERTAIN PRECINCTS

Draft of October 29, 2014 v.2
Change from authorized ordinance shown in [brackets].

AN ORDINANCE to amend and readopt Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 of the Fairfax County Code to reflect adjustments in the boundary line between Fairfax County and the City of Falls Church, election precinct adjustments for Braddock, Mason, and Sully Districts, and relocation of polling places for certain precincts.

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

1. That Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 of the Fairfax County Code are amended and readopted:

Section 7-2-4. Braddock District.

The Braddock District shall consist of these election precincts: Bonnie Brae, Burke Centre, Canterbury, Cardinal, Chapel, Danbury, Eagle View, Fairview, Heritage, Keene Mill, Kings Park, Lake Braddock, Laurel, Little Run, Monument, North Springfield, Olde Creek, Ravensworth, Robinson, Sideburn, Signal Hill, Terra Centre, University, Villa, Wakefield, and Woodson.

Section 7-2-8. Mason District.

The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Crossroads, Edsall, Glen Forest, Holmes No. 1 and Holmes No. 2, Hummer, Lincolnia, Masonville, Parklawn, Plaza, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline ~~[1]~~, Sleepy Hollow, Walnut Hill, Westlawn, Weyanoke, and Willston.

Section 7-2-12. Sully District.

The Sully District shall consist of these election precincts: Brookfield, Bull Run, Carson, Centre Ridge, Centreville, Chantilly, Compton, Cub Run, Deer Park, Difficult Run, Franklin, Green Trails, Kinross East, Kinross West, Lees Corner No. 1, Lees Corner No. 2, London Towne ~~No. 1, London Towne No. 2~~, Navy, Old Mill, Poplar Tree, Powell, Rocky Run, Spindle, Stone North, Stone South, Stonecroft, Vale, Virginia Run, and Waples Mill.

Section 7-2-13. General provisions.

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, ~~and~~ July 9, 2013, and [~~September 9, 2014~~, November 18, 2014,] and kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

2. Polling place locations for new precincts identified in the first clause of this ordinance are established at:

Supervisor District	Precinct	Polling Place
Braddock	Olde Creek (new)	Olde Creek Elementary School 9524 Old Creek Drive Fairfax, Virginia 22032
Mason	Crossroads (renamed-formerly part of Skyline)	Goodwin House Bailey's Crossroads 3440 South Jefferson Street Falls Church, Virginia 22041
	Holmes No. 1 and Holmes No. 2 (Holmes divided into two precincts with same polling place)	Bailey's Elementary School 6111 Knollwood Drive Falls Church, Virginia 22041
Sully	Spindle (formerly London Towne No. 2)	Centreville Regional Library 14200 St. Germain Drive Centreville, Virginia 20121
	London Towne (formerly London Towne No. 1)	London Towne Elementary School 6100 Stone Road Centreville, Virginia 20120 [(no change in location)]

3. That the election polling places of the following precincts are relocated:

Supervisor District	Precinct	Polling Place
Hunter Mill	Terraset	From: Terraset Elementary School 11411 Ridge Heights Road Reston, Virginia 20191 To: Langston Hughes Middle School 11401 Ridge Heights Road Reston, Virginia 20191
Mason	Skyline	From: Goodwin House Bailey's Crossroads 3440 South Jefferson Street Falls Church, Virginia 22041 To: Three Skyline Place 5201 Leesburg Pike Falls Church, Virginia 22041
[~~Providence~~	~~Thoreau~~	~~From:~~ ~~Thoreau Middle School~~ ~~2505 Cedar Lane~~ ~~Vienna, Virginia 22180~~ ~~To:~~ ~~Church for of All Nations~~ ~~8526 Amanda Place~~ ~~Vienna, Virginia 22180~~]

4. That this ordinance shall become effective upon adoption.

GIVEN under my hand this _____ day of November, 2014.

_____
Catherine A. Chianese
Clerk to the Board of Directors

Board Agenda Item
November 18, 2014

5:30 p.m.

Public Hearing on RZ 2014-PR-013 (Tysons West Assemblage, LLC.) to Rezone from I-4 and HC to I-4, C-8 and HC to Permit Industrial and Commercial Uses With an Overall Floor Area Ratio (FAR) of 0.48 and a Waiver of Open Space Requirements, Located on Approximately 7.08 Acres of Land (Providence District)

This property is located on the North side of Tyco Road, East of its intersection with Leesburg Pike, 22182. Tax Map 29-1 ((25)) 1 and 2. (Concurrent with SE 2014-PR-040).

and

Public Hearing on SE 2014-PR-040 (Tysons West Assemblage, LLC.) to Permit Vehicle Sales, Rental and Ancillary Service Establishment, Located on Approximately 2.59 Acres of Land Zoned C-8 and HC (Providence District)

This property is located at 8500 Tyco Road, Vienna, 22182. Tax Map 29-1 ((25)) 1pt. (Concurrent with RZ 2014-PR-013).

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing was held on Wednesday, November 5, 2014, the Commission voted 10-0 (Commissioners de la Fe and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-PR-013, subject to the proffers dated November 3, 2014;
- Approval of the following waivers and modifications:
  - Waiver of the 15 percent open space requirement of Sect. 4-808 of the Zoning Ordinance (ZO) to permit 11.2 percent open space in the C-8 area of the project site;
  - Waiver of the 15 percent open space requirement of Sect. 5-408 of the ZO to permit 8.97 percent open space in the I-4 area of the project site;
  - Modification of the transitional screening requirements of Sect. 13-303 and waiver of the barrier requirements of Sect. 13-304, respectively, of the ZO, on the northern boundary of the property, to permit the existing vegetation as shown on the Generalized Development Plan (GDP)/Special Exception (SE) Plat;
  - Modification of peripheral parking lot landscaping requirement of Sect. 13-203 of the ZO in favor of maintaining existing vegetation along the eastern boundary of the

subject property as shown on the GDP/SE Plat;

- Waiver of Par. 14 of Sect. 17-201 of the ZO to permit the existing street lights along Tyco Road depicted on the GDP/SE Plat;

- Waiver of Par. 4 of Sect. 17-201 of the ZO to allow only for the dedication and construction of roads as indicated on the GDP/SE Plat and in the proffers;

- Modification of Par. 11 of Sect. 11-102 of the ZO to permit parking lot surfacing to that which currently exist as shown on the GDP/SE Plat;

- Modification of the 10 percent tree canopy requirements to permit the canopy as shown on the GDP/SE Plat; and

- Approval of SE 2-14-PR-040, subject to the Development Conditions dated November 5, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467780.PDF

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

RZ 2014-PR-013/SE 2014-PR-040 – TYSONS WEST ASSEMBLAGE, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you, Mr. Chairman. I'm channeling Commissioner Lawrence tonight. I will do my best to do as good a job as he would've done. This a really unusual opportunity for Virginia and for Tysons to have the only Tesla dealership established. And I think it is a credit to the applicant and to the staff that they have worked diligently and helped make this happen. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2014-PR-013, SUBJECT TO THE PROFFERS DATED NOVEMBER 3RD, 2014.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-PR-013, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Mr. Chairman, I move that the Planning-

Chairman Murphy: Before you move on the SE, you might want to ask the applicant if they agree with the development conditions.

Commissioner Hedetniemi: That's coming.

Chairman Murphy: Okay. All right.

Commissioner Hall: Don't rush her.

Chairman Murphy: I'm not rushing.

Commissioner Hedetniemi: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE MODIFICATIONS AND WAIVERS, AS LISTED IN THE HANDOUT DATED NOVEMBER 5, 2014, THAT WAS PROVIDED TO YOU TODAY AND SHALL BE MADE A PART OF THE RECORD OF THIS CASE.

Commissioner Hall: Second.

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

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Mr. Chairman, I request that the applicant confirm for the record his agreement to the proposed development conditions dated November 5, 2014.

Sara Mariska, Agents Applicant, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: The applicant's in agreement with those development conditions.

Commissioner Hedetniemi: Thank you. Mr. Chairman, finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2014-PR-040, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED NOVEMBER 5, 2014.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-PR-040, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Thank you, Mr. Katai. Thank you, Ms. Mariska.

//

(Each motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item REVISED
November 18, 2014

5:30 p.m.

Public Hearing on PCA 88-S-022 (Union Mill Associates Limited Partnership) to Amend the Proffers for RZ 88-S-022 Previously Approved for Community Retail to Permit Modification of Proffers with an Overall Floor Area Ratio of .17 on Approximately 16.37 Acres of Land Zoned C-6 and WS (Sully District)

This property is located in the North West Quadrant of the Intersection of Union Mill Road and Braddock Road. Tax Map 55-3 ((1)) 47A, 47B, 47C, 47F; 66-1 ((1)) 16D, 16E, and 16G.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of PCA 88-S-022, subject to the proffers consistent with those dated October 23, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468257.PDF

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

PCA 88-S-022 – UNION MILL ASSOCIATES LIMITED PARTNERSHIP (Sully District)

After Close of the Public Hearing

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

Commissioner Litzenberger: Thank you, Mr. Chairman. I think I have to call the applicant up one more time to reaffirm they accept the development conditions. Is that correct?

Chairman Murphy: There are no development - - they're all proffers.

Commissioner Litzenberger: Okay, they're all proffers. Well, I'm pleased to be able to take over from the previous Planning Commissioner that approved this so many years ago. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 88-S-022, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 23RD, 2014.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 88-S-022, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN