**FAIRFAX COUNTY**
**BOARD OF SUPERVISORS**
**January 24, 2017**

## AGENDA

| | | |
|---|---|---|
| 8:30 | | Human Trafficking Awareness Month Reception, Lambert Conference Center, Conference Room 8 |
| 9:00 | | EAC Don Smith Award Reception, Lambert Conference Center, Reception Area |
| 9:30 | | Presentations |
| 10:00 | | Presentation of the EAC Don Smith Award |
| 10:10 | | Report on General Assembly Activities |
| 10:20 | | Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees |
| 10:30 | | Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups |
| 10:40 | | Items Presented by the County Executive |
| | **ADMINISTRATIVE ITEMS** | |
| 1 | | Streets into the Secondary System (Mount Vernon, Providence and Sully Districts) |
| 2 | | Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Spot Improvements at the Intersection of Route 123 and Jermantown Road (Providence District) |
| 3 | | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish Parking Restrictions on Fielding Street (Lee District) |
| 4 | | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Graham Residential Permit Parking District, District 34 (Providence District) |
| 5 | | Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill District) |
| 6 | | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District) |

**ADMINISTRATIVE ITEMS (Continued)**

7 Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 01-M-036-02, Pinecrest School, Incorporated (Mason District)

8 Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception SE 2014-MA-003, Kenneth H. Fisher (Mason District)

9 Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Commercial Vehicles in Residential Districts

10 Extension of Review Period for 2232 Application (Hunter Mill District)

11 Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Infrastructure Replacement Program - Conveyance System Rehabilitation - Misc (Providence District)

12 Authorization to Advertise a Public Hearing to Execute a New Cooperative Agreement Between Fairfax County Board of Supervisors and the Towns of Vienna and Herndon to Share Stormwater Service District Fees and Responsibility for Related Services

13 Authorization to Advertise a Public Hearing to Convey Board-Owned Property at 1311 Spring Hill Road to the Fairfax County Park Authority (Dranesville District)

14 Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Planned Development Housing (PDH) District and Group 5 Special Permit, Commercial Recreation Uses

15 Authorization to Advertise a Public Hearing on the Proposed Funding Plan for Reston Transportation Projects (Hunter Mill and Dranesville Districts)

**ACTION ITEMS**

1 Approval of the Board of Supervisors' Meeting Schedule for Calendar Year 2017 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

**ACTION ITEMS**
**(Continued)**

| | |
|---|---|
| 2 | Approval of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Park Police (U.S. National Park Service) |
| 3 | Approval of Interjurisdictional Solid Waste Facility Use Agreement Between Fairfax County and Prince William County |
| 4 | Board Approval of a Resolution Requesting the Fairfax County Economic Development Authority Issue Its County Metrorail Parking System Revenue Bonds Series 2017A for the Herndon and Innovation Center Metrorail Station Parking Garages (Hunter Mill and Dranesville Districts) |
| 5 | Recovering Costs from Sign Violators |
| 6 | Approval of a Standard Project Agreement with Commonwealth for the Van Dorn Street Bicycle and Pedestrian Improvements Project, Adoption of Resolution Authorizing Execution, and Adoption of Supplemental Appropriation Resolution 17149 to Appropriate Grant Funding from the Virginia Department of Transportation (Lee District) |
| 7 | Approval to Amend Fairfax County's Consolidated Plan One-Year Action Plan for FY 2017 |
| 8 | Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Route 28 Widening Project (Prince William County Line to Route 29) (Sully District) |
| 9 | Approval of an Amendment to the Standard Project Agreement with the Virginia Department of Transportation for the Fairfax County Parkway Widening Project from Ox Road (Route 123) to Lee Highway (Route 29) (Springfield and Braddock Districts) |
| 10 | Approval of Standard Project Agreements with the Virginia Department of Transportation for Roadway Improvements on Lee Highway (Route 29) from Pickwick Road to Buckleys Gate Drive (Sully and Springfield Districts) |
| 11 | Approval of Comments on the Transform 66 Inside the Beltway, Eastbound Widening Project (Dranesville and Providence Districts) |

**FAIRFAX COUNTY**
**BOARD OF SUPERVISORS**
**January 24, 2017**

**ACTION ITEMS**
**(Continued)**

| | |
|---|---|
| 12 | Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Route 7 Widening Project from Reston Avenue to Jarrett Valley Drive (Dranesville District) |
| 10:50 | Matters Presented by Board Members |
| 11:40 | Closed Session |
| 3:00 | Annual Meeting of the Fairfax County Solid Waste Authority |

**PUBLIC**
**HEARINGS**

| | |
|---|---|
| 3:30 | Public Hearing on SEA 85-C-069-03 (Chick-Fil-A, Inc.) (Sully District) |
| 3:30 | Public Hearing on PCA 84-P-114-04 (Arden Courts - Fair Oaks of Fairfax VA, LLC) (Springfield District) |
| 3:30 | Public Hearing on SEA 84-P-129-04 (Arden Courts - Fair Oaks of Fairfax VA, LLC) (Springfield District) |
| 3:30 | Public Hearing on PCA 88-L-078 (Fairfax County Redevelopment and Housing Authority) (Lee District) |
| 3:30 | Public Hearing on SEA 94-H-009 (Macs Retail, LLC) (Hunter Mill District) |
| 3:30 | Public Hearing on SEA 93-Y-059-02 (Macs Retail, LLC) (Sully District) |
| 4:00 | Public Hearing on SEA 92-Y-016 (Macs Retail, LLC) (Sully District) |
| 4:00 | Public Hearing on SEA 92-Y-030-02 (CRS Oil, Inc. T/A Centreville Shell) (Sully District) |

**FAIRFAX COUNTY**
**BOARD OF SUPERVISORS**
**January 24, 2017**

**PUBLIC HEARINGS (Continued)**

| | |
|---|---|
| 4:00 | Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 109.1-1-2, 109.1-5-3, 109.1-5-5, and 109.1-5-6 Relating to the County's Solid Waste Ordinance, Chapter 109.1 |
| 4:00 | Public Hearing on Proposed Plan Amendment 2016-I-B1, Located on Seminary Road, South of the Columbia and Leesburg Pike (Route 7) Interchange (Mason District) |
| 4:00 | Public Hearing to Establish the Hilltop Community Parking District (Providence District) |
| 4:00 | Public Hearing on Proposed Plan Amendment 2015-III-FC1, Generally Located Between West Ox Road and Stringfellow Road, North of Interstate-66 (Springfield District) |
| 4:30 | Public Hearing to Lease County-Owned Property at 8350 Richmond Highway to T-Mobile Northeast LLC (Lee District) |
| 4:30 | Public Hearing on an Amendment to The Code of the County of Fairfax, Chapter 82, Article 2, to add a New Section, 82-2-8, Authorizing the Fairfax County School Board to Install and Operate a Video Monitoring System to Enforce the Law Against Passing Stopped School Buses |
| 4:30 | Public Hearing on PCA 95-Y-016-05 (LIDL US Operations, LLC) (Sully District) |
| 4:30 | Public Hearing on SEA 95-Y-024-05 (LIDL US Operations, LLC) (Sully District) |
| 4:30 | Public Hearing on PCA 95-Y-016-06 (Costco Wholesale Corporation) (Sully District) |
| 4:30 | Public Hearing on SEA 95-Y-024-06 (Costco Wholesale Corporation) (Sully District) |
| 5:00 | Public Hearing on RZ 2015-DR-009 (Gulick Group, Inc.) (Dranesville District) |
| 5:00 | Public Hearing on PCA 74-7-047-02/CDPA 74-7-047-02 (INOVA Health Care Services) (Providence District) |

# *Fairfax County, Virginia*

# *BOARD OF SUPERVISORS AGENDA*

**Tuesday**
**January 24, 2017**

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9:30 a.m.

## PRESENTATIONS

- CERTIFICATE – To recognize the Lake Braddock Secondary School Girls Cross Country Team for winning the Virginia 6A Cross Country championship. Requested by Supervisors Cook and Herrity.

- PROCLAMATION – To designate February 2017 as African-American History Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate January 2017 as Human Trafficking Awareness Month in Fairfax County. Requested by Supervisor Herrity.

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

Board Agenda Item
January 24, 2017

10:00 a.m.

Presentation of the Don Smith Award

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Randy R. Creller, Chairperson, Employee Advisory Council (EAC)

Board Agenda Item
January 24, 2017

10:10 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:
None. Materials to be distributed to the Board of Supervisors on January 24, 2017

PRESENTED BY:
Supervisor Jeff McKay, Chairman, Board of Supervisors' Legislative Committee
Edward L. Long Jr., County Executive

Board Agenda Item
January 24, 2017

10:20 a.m.

Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees

ENCLOSED DOCUMENTS:
Attachment 1 - Listing of Interjurisdicational Committees and Inter- and Intra-Governmental Boards and Committees for Calendar Year 2017

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

# INTERJURISDICTIONAL COMMITTEES AND INTER- AND INTRA-GOVERNMENTAL BOARDS AND COMMITTEES FOR CALENDAR YEAR 2017

## INTERJURISDICTIONAL COMMITTEES

### ALEXANDRIA

### ARLINGTON

### DISTRICT OF COLUMBIA

### FAIRFAX CITY

### FALLS CHURCH

### FORT BELVOIR (Board of Advisors/Base Realignment and Closure)

### HERNDON

### LOUDOUN COUNTY

**PRINCE WILLIAM**

**VIENNA**

**INTERGOVERNMENTAL BOARDS AND COMMITTEES**
(including Federal and State)

**COMMUNITY CRIMINAL JUSTICE BOARD**

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)**

**COG BOARD OF DIRECTORS**

**COG METROPOLITAN WASHINGTON AIR QUALITY COMMITTEE**

**COG CHESAPEAKE BAY AND WATER RESOURCES POLICY COMMITTEE**

**COG CLIMATE, ENERGY AND ENVIRONMENTAL POLICY COMMITTEE**

**COG EMERGENCY PREPAREDNESS COUNCIL**

**COG HUMAN SERVICES AND PUBLIC SAFETY COMMITTEE**

**COG REGION FORWARD COMMITTEE**

**COG TASK FORCE ON REGIONAL WATER SUPPLY ISSUES**

**COG NATIONAL CAPITAL REGION TRANSPORTATION PLANNING BOARD**

**GEORGE MASON UNIVERSITY FAIRFAX CAMPUS ADVISORY BOARD**

**INOVA HEALTH CARE SERVICES BOARD**

**INOVA HEALTH SYSTEMS BOARD**

**NORTHERN VIRGINIA REGIONAL COMMISSION (NVRC)**

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTC)**
(including WMATA and VRE Representatives)

**PHASE I DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION**

**PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION**

**POTOMAC WATERSHED ROUNDTABLE**

**ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION**

**VACo BOARD OF DIRECTORS (REGIONAL DIRECTORS)**
(Recommendations. The Board of Supervisors makes recommendations to VACo for consideration.)

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)**
(Appointed by NVTC. The Board of Supervisors makes recommendations for consideration.)

## INTRAGOVERNMENTAL AND OTHER COMMITTEES

**50+ COMMITTEE**
(Committee of the Whole)

**AUDIT COMMITTEE**

**BOARD PROCEDURES COMMITTEE**

**BUDGET POLICY COMMITTEE**
(Committee of the Whole)

**COMMUNITY REVITALIZATION AND REINVESTMENT COMMITTEE**
(Committee of the Whole)

**DEVELOPMENT PROCESS COMMITTEE**
(Committee of the Whole)

**ECONOMIC ADVISORY COMMITTEE**
(Committee of the Whole)

**ENVIRONMENTAL COMMITTEE**
(Committee of the Whole)

**HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE**
(Committee of the Whole)

**HUMAN SERVICES COMMITTEE**
(Committee of the Whole)

**INFORMATION TECHNOLOGY COMMITTEE**
(Committee of the Whole)

**LEGISLATIVE COMMITTEE**
(Committee of the Whole)

**PERSONNEL AND REORGANIZATION COMMITTEE**
(Committee of the Whole)

**PUBLIC SAFETY COMMITTEE**
(Committee of the Whole)

**TRANSPORTATION COMMITTEE**
(Committee of the Whole)

Board Agenda Item
January 24, 2017

10:30 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard January 24, 2017
(An updated list will be distributed at the Board meeting.)

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

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

# APPOINTMENTS TO BE HEARD JANUARY 24, 2017

**(ENCOMPASSING VACANCIES PROJECTED THROUGH JANUARY 31, 2017)**

(Unless otherwise noted, members are eligible for reappointment)

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Clifford L. Fields (Appointed 1/96-1/03 by Hanley; 1/04-1/08 by Connolly, 2/09-1/16 by Bulova) Term exp. 1/17 | At-Large Chairman's Representative | | Bulova | At-Large Chairman's |
| Jane W. Gwinn (Appointed 2/04-1/09 by Bulova; 1/10-1/16 by Cook) Term exp. 1/17 | Braddock District Representative | | Cook | Braddock |
| Kerrie Wilson Appointed 1/10-1/16 by Foust) Term exp. 1/17 | Dranesville District Representative | | Foust | Dranesville |
| Ronald Copeland (Appointed 1/05-1/16 by Hudgins) Term exp. 1/17 | Hunter Mill District Representative | **Ronald Copeland** | Hudgins | Hunter Mill |

**Continued on next page**

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Joseph Blackwell (Appointed 1/06-1/08 by Kauffman, 1/09-1/16 by McKay) Term exp. 1/17 | Lee District Representative | **Joseph Blackwell** | McKay | Lee |
| Eileen J. Garnett (Appointed 1/03-1/16 by Gross) Term exp. 1/17 | Mason District Representative | | Gross | Mason |
| Christopher Moeller; appointed 3/16 by Storck) Term exp. 1/17 | Mount Vernon District Representative | | Storck | Mount Vernon |
| Ernestine Heastie (Appointed 2/04-1/16 by L. Smyth) Term exp. 1/17 | Providence District Representative | | L. Smyth | Providence |
| Philip E. Rosenthal (Appointed 1/92-2/08 by McConnell, 1/09-1/16 by Herrity) Term exp. 1/17 | Springfield District Representative | | Herrity | Springfield |
| LaNoral Thomas (Appointed 2/16 by K. Smith) Term exp. 1/17 | Sully District Representative | | K. Smith | Sully |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Heather Scott; appointed 4/16 by Cook) Term exp. 9/17 *Resigned* | Braddock District Representative | | Cook | Braddock |
| VACANT (Formerly held by Margaret Osborne; appointed 12/14 by McKay) Term exp. 9/16 *Resigned* | Lee District Representative | **Tyler M. Hosford** | McKay | Lee |
| VACANT (Formerly held by Virginia L. Peters; appointed 10/14 by Hyland) Term exp. 9/16 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |

## 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 |
| Mark Drake (Appointed2/09-5/12 by McKay) Term exp. 5/16 | Engineer/Architect/ Planner #2 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 |
|---|---|---|---|---|
| Robert K. Ackerman (Appointed 3/93 by Berger; 1/96-1/02 by Mendelsohn; 1/05 by DuBois; 1/08-1/14 by Foust) Term exp. 1/17 | Dranesville District Representative | | Foust | Dranesville |
| Edward Robichaud (Appointed 2/11-1/14 by Hudgins) Term exp. 1/17 | Hunter Mill District Representative | | Hudgins | Hunter Mill |
| Andrew Concannon (Appointed 9/15 by Gross) Term exp. 1/17 | Mason District Representative | | Gross | Mason |
| VACANT (Formerly held by Brian Elson; appointed 7/13-1/15 by Hyland) Term exp. 1/18 *Resigned* | Mount Vernon District Business Representative | | Storck | Mount Vernon |
| VACANT (Formerly held by Robert A. Peter; appointed 2/09-1/13 by Smyth) Term exp. 1/16 *Resigned* | Providence District Representative | | L. Smyth | Providence |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Grant Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-7/13 by Bulova) Term exp. 6/16 | At-Large #2 Representative | | By Any Supervisor | At-Large |
| Linda Rubinstein (Appointed 4/05-10/13 by Hudgins) Term exp. 10/16 | At-Large #6 Representative | **Linda Perlstein (Rubinstein)** (Hudgins) | By Any Supervisor | At-Large |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Barbara Hyde; appointed 9/13-9/14 by Gross) Term exp. 2/16 *Resigned* | Mason District Representative | | Gross | Mason |
| Gina Marie Lynch (Appointed 11/97-3/14 by Hyland) Term exp. 2/16 | Mount Vernon District Representative | **Gina Marie Lynch** | Storck | Mount Vernon |

**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 |
|---|---|---|---|---|
| VACANT<br>(John Boland; appointed 2/91-9/95 by Dix; 7/01 by Mendelsohn; 9/04-9/07 by DuBois; 9/10-9/13 by Foust)<br>Term exp. 9/16<br>*Resigned* | Attorney Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by John Manganello; appointed 7/15 by Hudgins)<br>Term exp. 9/18<br>*Resigned* | Related Professional Group #4 Representative | | By Any Supervisor | At-Large |

**ATHLETIC COUNCIL (2 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Terry Adams<br>(Appointed 11/11-7/13 by Gross)<br>Term exp. 6/15 | Mason District Alternate Representative | | Gross | Mason |
| VACANT<br>(Formerly held by Jonathan Willmott; Appointed 5/07-4/15 by Hyland)<br>Term exp. 3/17<br>*Resigned* | Mount Vernon District Principal Representative | | Storck | Mount Vernon |

## AUDIT COMMITTEE (2 years)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Christopher Wade (Appointed 1/12-1/14 by Bulova) Term exp. 1/16 | At-Large #1 Representative | | By Any Supervisor | At-Large |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 *Resigned* | Mason District Representative | | Gross | Mason |
| VACANT (Formerly held by Brett Kenney; appointed 10/13-9/15 by Hyland) Term exp. 6/16 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |

## 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 Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 *Resigned* | Alternate #4 Representative | | By Any Supervisor | At-Large |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Ryan Davis; appointed 2/05-12/05 by McConnell; 2/08-1/16 by Herrity) Term exp. 12/17 *Resigned* | Professional #3 Representative | | By Any Supervisor | At-Large |
| M. Yvonne Demory (Appointed 1/07-11/14 by Hudgins) Term exp. 12/16 | Professional #5 Representative | **M. Yvonne Demory** (Hudgins) | By Any Supervisor | At-Large |

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS**
**(2 years – limited to 3 consecutive terms)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Jason M. Chung (Appointed 2/11-9/14 by Frey) Term exp. 9/16 ***Not eligible for reappointment*** | At-Large #2 Representative | | By Any Supervisor | At-Large |
| Jill Patrick (Appointed 9/09-9/14 by Gross) Term exp. 9/15 ***Not eligible for reappointment*** | At-Large #3 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 Stephen Kirby; appointed 12/03-1/08 by Kauffman; 9/11 by McKay) Term exp. 9/15 *Resigned* | Lee District Representative | | McKay | Lee |
| VACANT (Formerly held by Brian Loo; appointed 7/12 by Smyth) Term exp. 9/15 *Resigned* | Providence District Representative | | L. Smyth | Providence |

## CHILD CARE ADVISORY COUNCIL (2 years)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Courtney Park (Appointed 2/10-10/14 by Hudgins) Term exp. 9/16 | Hunter Mill District Representative | | Hudgins | Hunter Mill |
| VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |
| VACANT (Formerly held by Hugh Mac Cannon; appointed 12/09-9/14 by Herrity) Term exp. 9/16 *Resigned* | Springfield District Representative | | Herrity | Springfield |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT<br>(Formerly held by Alan Potter; appointed 3/14 by Smyth)<br>Term exp. 5/16<br>*Resigned* | Providence District Representative | | L. Smyth | Providence |

**CIVIL SERVICE COMMISSION (2 years)**

[NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Ronald Copeland<br>(Appointed 9/04-11/14 by Hudgins)<br>Term exp. 12/16 | At-Large #2 Representative | **Ronald Copeland**<br>(Hudgins) | By Any Supervisor | At-Large |

**COMMISSION FOR WOMEN (3 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Binh Nguyen; appointed 4/13-10/15 by Foust) Term exp. 10/18 *Resigned* | Dranesville District Representative | | Foust | Dranesville |
| VACANT (Formerly held by Maria Jarmila Vorel; appointed 10/13 by Hyland) Term exp. 10/16 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |
| VACANT (Formerly held by Miriam Erickson; appointed 10/11-10/14 by L. Smyth) Term exp. 10/17 *Resigned* | Providence District Representative | | L. Smyth | Providence |

**COMMISSION ON AGING (2 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Eleanor Fusaro; appointed 1/14-5/14 by Hudgins) Term exp. 5/16 *Resigned* | Hunter Mill District Representative | | Hudgins | Hunter Mill |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT<br>(Formerly held by Susan V. Infeld: appointed 9/15 by Hudgins)<br>Term exp. 1/17<br>*Resigned* | At-Large Representative | | By Any Supervisor | At-Large |
| Nancy Susco<br>(Appointed 4/11-1/13 by Bulova)<br>Term exp. 1/17 | At-Large Chairman's Representative | | Bulova | At-Large Chairman's |
| Lillian T. Heizer<br>(Appointed 4/08 by Connolly; 2/09-1/13 by Bulova)<br>Term exp. 1/17 | At-Large Minority Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by Benjamin Gibson; appointed 4/11 by McKay)<br>Term exp. 1/15<br>*Resigned* | Lee District Representative | | McKay | Lee |
| VACANT<br>(Formerly held by Adrienne M. Walters; appointed 3/14 By L. Smyth)<br>Term exp. 1/17<br>*Resigned* | Providence District Representative | | L. Smyth | Providence |
| VACANT<br>(Formerly held by William Stephens; appointed 9/02-1/03 by McConnell; 1/07-1/11 by Herrity)<br>Term exp. 1/15<br>*Resigned* | Springfield District Representative | | Herrity | Springfield |

**COMMUNITY ACTION ADVISORY BOARD (CAAB)**
**(3 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Rodney Scott; appointed 3/11-2/14 by Hudgins) Term exp. 2/17 *Resigned* | Hunter Mill District Representative | | Hudgins | Hunter Mill |
| VACANT (Formerly held by Gregory W. Packer; appointed 9/10-2/13 by Hyland) Term exp. 2/16 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |

**CONFIRMATIONS NEEDED**:

- Mr. Virgil Bodeen as the Community Ministry Representative
- Ms. Valerie C. Cuffee as the George Mason University Representative

**CONSUMER PROTECTION COMMISSION**
**(3 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Adam Samuel Roth; appointed 9/15 by L. Smyth) Term exp. 7/18 *Resigned* | Fairfax County Resident #13 Representative | | By Any Supervisor | At-Large |

## CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

**CONFIRMATIONS NEEDED:**

- Captain Jabar Shabazz as the Sheriff's Office Representative
- Captain Basilio Cachuela, Jr. as the Sheriff's Office Alternate Representative

## 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 |
|---|---|---|---|---|
| VACANT (Formerly held by Alexandria Dixon; appointed 9/14 by L. Smyth) Term exp. 11/16 *Resigned* | At-Large #1 Business Representative | | By Any Supervisor | At-Large |
| Jacqueline Browne (Appointed 9/08-12/11 by Gross) Term exp. 11/14 | Mason District Representative | | Gross | Mason |

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

[NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1 year break from initial 3 full terms, VA Code 37.2-502.

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Jeffrey M. Wisoff; appointed 6/13-6/14 by Smyth) Term exp. 6/17 *Resigned* | Providence District Representative | | L. Smyth | Providence |

**GEOTECHNICAL REVIEW BOARD (3 years)**

**CONFIRMATION NEEDED**:

- Mr. Shaz Moosa as the Primary #3 Representative

**HEALTH CARE ADVISORY BOARD**
**(4 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by David West; appointed 1176-6-92 by Alexander; 6/96-9/04 by Kauffman; 6/08-6/16 by McKay) Term exp. 6/20 *Resigned* | Lee District Representative | **Chafiq Moummi** | McKay | Lee |

**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<br>(Formerly held by Phil Tobey; appointed 6/11-5/14 by Hudgins)<br>Term exp. 6/17<br>*Resigned* | Consumer #2 Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by Ananth Thyagarajan; Appointed 7/15 by Bulova)<br>Term exp. 6/18<br>*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 - 1 | Springfield - 2 |
| Hunter Mill - 3 | Mt. Vernon - 2 | Sully - 2 |

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Barbara Naef<br>(Appointed 6/04-11/13 by Hudgins)<br>Term exp. 12/16<br>*Hunter Mill District Resident* | Archaeologist Representative | **Barbara Naef**<br>(Hudgins) | By Any Supervisor | At-Large |
| Phyllis Walker Ford<br>(Appointed 1/09-12/13 by McKay)<br>Term exp. 12/16<br>*Lee District Resident* | At-Large #3 Representative | **Phyllis Walker Ford**<br>(McKay) | By Any Supervisor | At-Large |

**Continued on next page**

**HISTORY COMMISSION (3 years)**
continued

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Elise Ruff Murray<br>(Appointed 11/83-11/89 by Pennino; 11/92-11/01 by Hanley; 12/04-11/13 by Hudgins)<br>Term exp. 12/16<br>*Hunter Mill District Resident* | Citizen #3 Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by Rachel Rifkind; appointed 12/13 by Gross)<br>Term exp. 9/16<br>*Resigned*<br>*Mason District Resident* | Citizen #7 Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross)<br>Term exp. 12/16<br>*Mason District Resident*<br>Resigned | Historian #1 Representative | | By Any Supervisor | At-Large |
| Anne G. Stuntz<br>(Appointed 3/12-11/13 by Hudgins)<br>Term exp. 12/16<br>*Hunter Mill Resident* | Historian #2 Representative | **Anne G. Stuntz**<br>(Hudgins) | By Any Supervisor | At-Large |

**HUMAN SERVICES COUNCIL (4 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT<br>(Formerly held by Jack Dobbyn; appointed 2/13 by Hyland)<br>Term exp. 7/16<br>*Resigned* | Mount Vernon District #1 Representative | | Storck | Mount Vernon |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| John P. Skudlarek<br>(Appointed 1/04-11/13 by Hyland)<br>Term exp. 12/16 | Mount Vernon District Representative | | Storck | Mount Vernon |

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

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| John W. Herold (Appointed 11/13-1/15 by Bulova) Term exp. 1/17 | At-Large Chairman's Representative | | Bulova | At-Large Chairman's |
| Patricia L. Smith-Solan (Appointed 1/08-1/15 by Hudgins) Term exp. 1/17 | Hunter District Representative | | Hudgins | Hunter Mill |
| VACANT (Formerly held by Brian Murray; appointed 3/08-1/14 by McKay) Term exp. 1/16 *Resigned* | Lee District Representative | | McKay | Lee |
| Joleane Dutzman (Appointed 1/10-1/15 by Hyland) Term exp. 1/17 | Mount Vernon District Representative | | Storck | Mount Vernon |
| Michael J. Beattie (Appointed 7/11-1/14 by Smyth) Term exp. 1/16 | Providence District Representative | | L. Smyth | Providence |
| Caroline C. Kerns (Appointed 2/02-1/15 by Frey) Term exp. 1/17 | Sully District Representative | | K. Smith | Sully |

**OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 *Resigned* | Braddock District Representative | | Cook | Braddock |
| 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 | **Bob Tallman** | McKay | Lee |
| VACANT (Formerly held by Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 *Resigned* | Mount Vernon District Representative | | Storck | Mount Vernon |

**Continued on next page**

**OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)**
continued

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT<br>(Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth)<br>Term exp. 6/14<br>*Resigned* | Providence District Representative | | L. Smyth | Providence |

**PARK AUTHORITY (4 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Faisal Khan<br>(Appointed 2/13 by Bulova)<br>Term exp. 12/16 | At-Large Chairman's Representative | | Bulova | At-Large Chairman's |
| William Bouie<br>(Appointed 2/5-11/12 by Hudgins)<br>Term exp. 12/16 | Hunter Mill District Representative | **William Bouie** | Hudgins | Hunter Mill |
| Ken Quincy<br>(Appointed 2/07-11/12 by L. Smyth)<br>Term exp. 12/16 | Providence District Representative | | L. Smyth | Providence |

## POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Craig Dyson; appointed 1/06-11/13 by Hyland) Term exp. 12/17 *Resigned* | Citizen At-Large #1 Representative | | By Any Supervisor | At-Large |

## REDEVELOPMENT AND HOUSING AUTHORITY (4 years)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by John Betts; appointed 3/11-4/13 by Herrity) Term exp. 4/17 *Deceased* | Springfield District Representative | | Herrity | Springfield |

## ROAD VIEWERS BOARD (1 year)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14 *Resigned* | At-Large #1 Representative | | By Any Supervisor | At-Large |

**Continued on next page**

**ROAD VIEWERS BOARD (1 year)**
continued

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| John W. Ewing (Appointed 2/01-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/16 | At-Large #2 Representative | | By Any Supervisor | At-Large |
| VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 *Resigned* | At-Large #4 Representative | | By Any Supervisor | At-Large |

**SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT (Formerly held by Cleveland Williams; appointed 12/11-3/13 by Hudgins) Term exp. 3/15 *Resigned* | Fairfax County #7 Representative | | By Any Supervisor | At-Large |
| VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 *Resigned* | Fairfax County #8 Representative | | By Any Supervisor | At-Large |

## TENANT LANDLORD COMMISSION (3 years)

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Michael R. Congleton (Appointed 7/13-1/14 by Herrity) Term exp. 1/17 | Citizen Member #1 Representative | | By Any Supervisor | At-Large |
| Antonio E. Gomez (Appointed 1/99-1/02 by Hanley; 3/05-1/08 by Connolly; 1/11-1/14 by Bulova) Term exp. 1/17 | Citizen Member #2 Representative | | By Any Supervisor | At-Large |
| VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 *Deceased* | Condo Owner Representative | | By Any Supervisor | At-Large |
| Paula Park (Appointed 2/14 by Foust) Term exp. 1/17 | Landlord Member #3 Representative | | By Any Supervisor | At-Large |
| Amy Purnell (Appointed 9/16 by Bulova) Term exp. 1/17 | Tenant Member #2 Representative | | By Any Supervisor | At-Large |
| VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 *Resigned* | Tenant Member #3 Representative | | By Any Supervisor | At-Large |

**TREE COMMISSION (3 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| VACANT<br>(Formerly held by Charles Ayers<br>(Appointed 12/13-10/14 by L. Smyth)<br>Term exp. 10/17<br>*Resigned* | Providence District Representative | | L. Smyth | Providence |

**WETLANDS BOARD (5 years)**

| Incumbent History | Requirement | Nominee | Supervisor | District |
|---|---|---|---|---|
| Deana M. Crumbling<br>(Appointed 1/14 by Bulova)<br>Term exp. 7/16 | Alternate #1 Representative | | By Any Supervisor | At-Large |
| VACANT<br>(Formerly held by Julia E. Pfaff; appointed 9/10-11/14 by McKay)<br>Term exp. 12/19<br>*Resigned* | Lee District Representative | | McKay | Lee |
| VACANT<br>(Formerly held by David F. Geneson; appointed 6/93-12/11 by Hyland)<br>Term exp. 12/16<br>*Resigned* | Mount Vernon District #2 Representative | | Storck | Mount Vernon |

Board Agenda Item
January 24, 2017

10:40 a.m.

Items Presented by the County Executive

Board Agenda Item
January 24, 2017

ADMINISTRATIVE – 1

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

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

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

| **Subdivision** | **District** | **Street** |
|---|---|---|
| The Village at Lorton Valley Section 2 | Mt. Vernon | Middle Ruddings Drive |
| | | Wasdale Head Drive |
| | | Hawkshead Drive |
| Wedderburn Estates | Providence | Wedderburn Station Drive |
| Addition to Bailey's Property | Sully | Smallwood Court |
| Katherine T Moore-Moore Road | Sully | Moore Road |

TIMING:
Routine.

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

FISCAL IMPACT:
None.

Board Agenda Item
January 24, 2017

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Forms

STAFF:
Robert A. Stalzer, Deputy County Executive
William D. Hicks, P.E., Director, Land Development Services

Attachment 1

Print Form

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

| | |
|---|---|
| **FAIRFAX COUNTY BOARD OF SUPERVISORS**<br>**FAIRFAX, VA**<br>**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**<br>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.<br>**PLAN NUMBER:** 9101-SD-02<br>**SUBDIVISION PLAT NAME:** The Village at Lorton Valley Section 2<br>**COUNTY MAGISTERIAL DISTRICT:** Mount Vernon |
| **ENGINEERING MANAGER: Imad A. Salous, P.E.**<br>**BY:** Nadia Alphonse | **FOR OFFICIAL USE ONLY**<br>**DATE OF VDOT INSPECTION APPROVAL:** 10/12/2016 |

| STREET NAME | LOCATION | | LENGTH MILE |
|---|---|---|---|
| | FROM | TO | |
| Middle Ruddings Drive | CL Fifth Place (Route 1108) - 284' S CL Dixon Street (Route 1109) | 737' E to CL Sloway Coast Drive (Route 10136) | 0.14 |
| Wasdale Head Drive | CL Fifth Place (Route 1108) - 252' S CL Middle Ruddings Drive | 483' E to CL Linnett Drive (10143) | 0.09 |
| Hawkshead Drive | CL Whitehaven Court (Route 10033) - 233' E CL Fifth Place (Route 1108) | 518' N to CL Wasdale Head Drive | 0.10 |
| | | | |
| | | | |
| | | | |
| | | **TOTALS:** | 0.33 |

**NOTES:**

Middle Ruddings Drive: 5' Concrete Sidewalk on Both Sides to be maintained by Fairfax County.

Wasdale Head Drive: 5' Concrete Sidewalk on North Sidesto be maintained by Fairfax County.

Hawkshead Drive: 5' Concrete Sidewalk on Both Sides to be maintained by Fairfax County.

Attachment 1

Print Form

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

| FAIRFAX COUNTY BOARD OF SUPERVISORS<br>FAIRFAX, VA<br>**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**<br>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.<br>**PLAN NUMBER:** 7929-SD-002<br>**SUBDIVISION PLAT NAME:** Wedderburn Estates<br>**COUNTY MAGISTERIAL DISTRICT:** Providence |
|---|---|
| **ENGINEERING MANAGER: Imad A. Salous, P.E.**<br>**BY:** Nadia Alphonse | **FOR OFFICIAL USE ONLY**<br>**DATE OF VDOT INSPECTION APPROVAL:** 09/23/2016 |

| STREET NAME | LOCATION | | LENGTH MILE |
|---|---|---|---|
| | FROM | TO | |
| Wedderburn Station Drive | CL Cedar Lane (Route 698) - 263' NE CL Wedderburn Lane (Route 1004) | 893' NW to End of Cul-de-Sac | 0.17 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTALS: | 0.17 |

**NOTES:**

Wedderburn Station Drive: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Attachment 1

Print Form

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

| FAIRFAX COUNTY BOARD OF SUPERVISORS<br>FAIRFAX, VA<br>**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**<br>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.<br>**PLAN NUMBER:** 3828-SD-03<br>**SUBDIVISION PLAT NAME:** Addition to Bailey's Property<br>**COUNTY MAGISTERIAL DISTRICT:** Sully |
|---|---|
| **ENGINEERING MANAGER:** Imad A. Salous, P.E.<br>**BY:** Nidia Aguayo | **FOR OFFICIAL USE ONLY**<br>**DATE OF VDOT INSPECTION APPROVAL:** 10/25/2016 |

| STREET NAME | LOCATION | | LENGTH MILE |
|---|---|---|---|
| | FROM | TO | |
| Smallwood Court | Existing Smallwood Court (Route 4882) - 256' E CL Orr Drive (Route 4883) | 230' E to End of Cul-de-Sac | 0.04 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTALS:** | 0.04 |

**NOTES:**

4' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Print Form

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

| FAIRFAX COUNTY BOARD OF SUPERVISORS<br>FAIRFAX, VA<br>**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<br>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.<br>**PLAN NUMBER:** 9774-PI-01<br>**SUBDIVISION PLAT NAME:** Katherine T Moore Farm-Moore Road<br>**COUNTY MAGISTERIAL DISTRICT:** Sully |
|---|---|
| **ENGINEERING MANAGER:** Imad A. Salous, P.E.<br>**BY:** Nadia A. Chaves | **FOR OFFICIAL USE ONLY**<br>**DATE OF VDOT INSPECTION APPROVAL:** 10/18/2016 |

| STREET NAME | LOCATION | | LENGTH MILE |
|---|---|---|---|
| | FROM | TO | |
| Moore Road | CL Lee Highway (Route 29) - 325' E CL Union Mill Road (Route 8285) | 609' S to End of Cul-de-Sac | 0.12 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| NOTES: | | TOTALS: | 0.12 |

Board Agenda Item
January 24, 2017

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Spot Improvements at the Intersection of Route 123 and Jermantown Road (Providence District)

ISSUE:
Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-028-012, Route 123 at Jermantown Road, in Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for February 14, 2017, at 4:00 p.m.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:
This project consists of improvements to the intersection of Chain Bridge Road (Rt. 123) and Jermantown Road (Rt. 655). A right turn lane on southbound Rt. 123 as well as a right turn lane on northbound Rt. 123 will be constructed. The associated improvements include utility relocations and modifications to existing pavement, curb and gutter, sidewalks, traffic signals, and storm sewer enhancements.

Land rights for these improvements are required on four properties, three of which have been acquired by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Dedication, Grading Agreement & Temporary Construction Easement and Utility Easement.

Negotiations are in progress with the affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

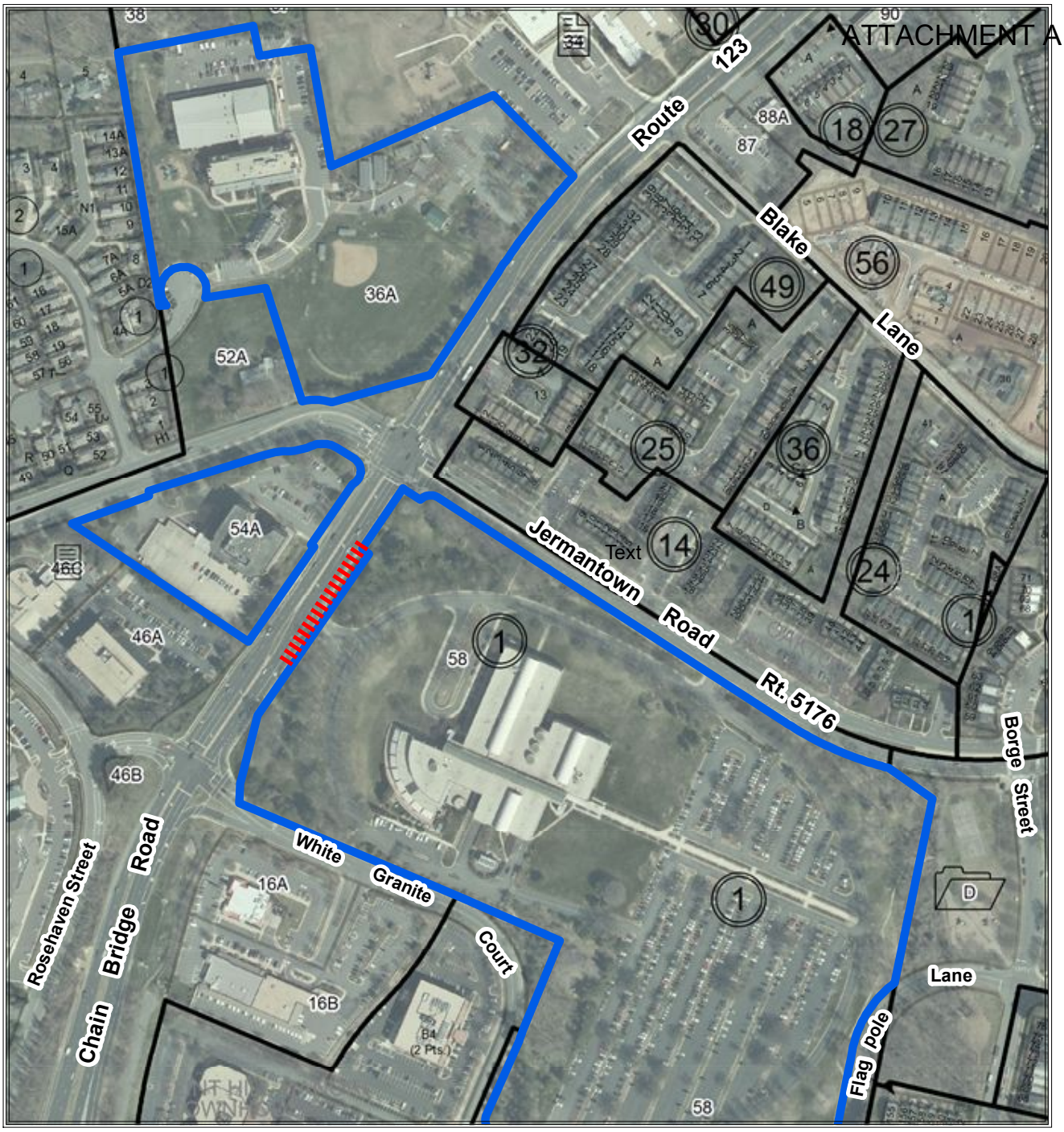
FISCAL IMPACT:
Funding is available in Project 2G40-028-000, Spot Improvements, in Fund 40010, County and Regional Transportation Projects. This project is included in the FY 2017-FY 2021 Adopted Capital Improvement Program (with future Fiscal Years to FY 2026. No additional funding is being requested from the Board and there is no General Fund impact.

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

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

# ROUTE 123 @ JERMANTOWN ROAD

ATTACHMENT A




**Tax Map: 47-2**

**Project 2G40-028-012**
**Providence District**




**Affected Properties:**

**Proposed Improvements:**

0 0.0375 0.075 0.15
Miles

ATTACHMENT B

LISTING OF OUTSTANDING AFFECTED PROPERTIES
AS OF NOVEMBER 17, 2016
Project 2G40-028-012 (RSPI01-01400)
Route 123 at Jermantown Road
(Providence District)

PROPERTY OWNER(S)

1. Flint Hill School 047-2-01-0036A

   Address:
   3012 Chain Bridge Road, Oakton, VA 22124

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish Parking Restrictions on Fielding Street (Lee District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on the south side of Fielding Street in the Lee District.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for February 14, 2017, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment to Appendix R, to prohibit all vehicles from parking along the south side of Fielding Street from Ashton Street to the western driveway of Mount Vernon Woods Elementary School, 24 hours per day, seven days per week.

TIMING:
The Board of Supervisors should take action on January 24, 2017, to provide sufficient time for advertisement of the public hearing on February 14, 2017, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(3) authorizes the Board of Supervisors to restrict parking along secondary roads where it creates a safety hazard for pedestrians, cyclists, or motorists entering or exiting the roadway from driveways or for pedestrians, cyclists, or motorists traveling along that road.

Based on multiple requests from the community and Fairfax County Police, the Lee District office has requested that all parking be prohibited along the south side of Fielding Street from Ashton Street to the western driveway of Mount Vernon Woods Elementary School, 24 hours per day, seven days per week.

Staff reviewed the requested portion of Fielding Street and the surrounding area and found the street to be narrow, making it difficult to traverse if vehicles are parked on both sides. Narrow streets are not unusual for the area. However, the close proximity of the street to Mount Vernon Woods Elementary School results in a safety hazard for pedestrians and motorists, including school buses. Lee District representatives and personnel from the Fairfax County Police Department have agreed that restricting

parking on the south side of Fielding Street from Ashton Street to the western driveway of Mount Vernon Woods Elementary School would mitigate the situation.

FISCAL IMPACT:
The cost of sign installation is estimated at $200 to be paid from Fairfax County Department of Transportation funds.

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

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

Attachment I

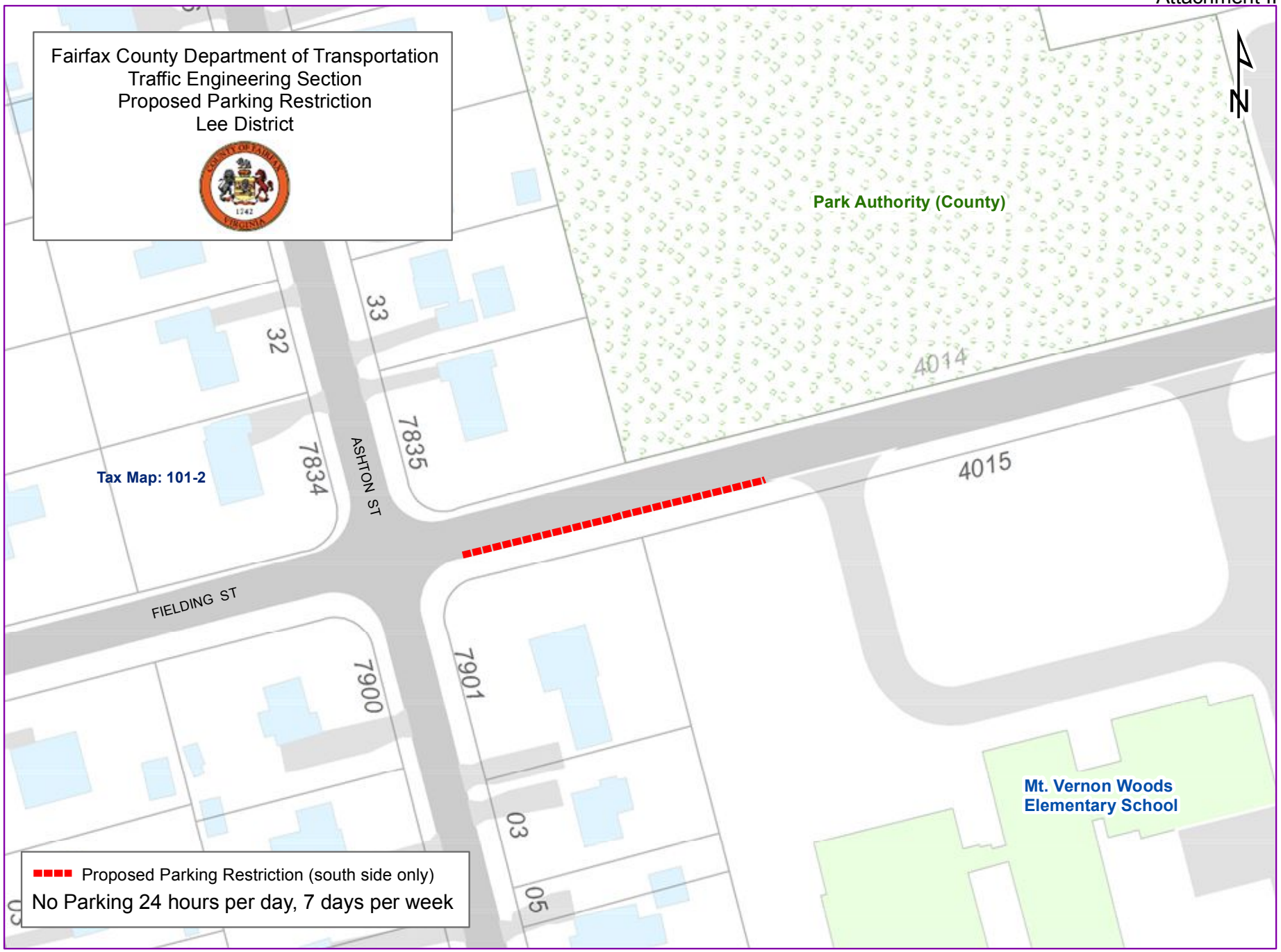
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

*Fielding Street (Route 3123) from Ashton Street to the western driveway of Mount Vernon Woods Elementary School.*
No parking along the south side of Fielding Street from Ashton Street to the western driveway of Mount Vernon Woods Elementary School, seven days per week.

Attachment II



Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Graham Residential Permit Parking District, District 34 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Graham Residential Permit Parking District (RPPD), District 34.

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

TIMING:
The Board should take action on January 24, 2017, to advertise a public hearing for February 28, 2017, at 4:00 p.m.

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

On October 6, 2016, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $650 to be paid from Fairfax County Department of Transportation funds.

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

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

Attachment 1

I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by modifying the following streets in Appendix G-34, Section (b), (2), Graham Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

*Elmwood Drive (Route 1780)*:

From Stuart Drive to Johnson Road, south side only.

*Lawrence Drive (Route 1781)*:

From Elmwood Drive to Fenwick Road.

Attachment II



Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 5

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

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

RECOMMENDATION:
The County Executive recommends that the Board endorse the traffic calming plan for Caris Glenne Drive (Attachment I) consisting of the following:

- One speed hump adjacent to 11690 & 11691 Caris Glenne Drive (Hunter Mill District)
- One speed hump adjacent to 1101 Arboroak Place and 11700 Caris Glenne Drive (Hunter Mill District)

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

TIMING:
Board action is requested on January 24, 2017.

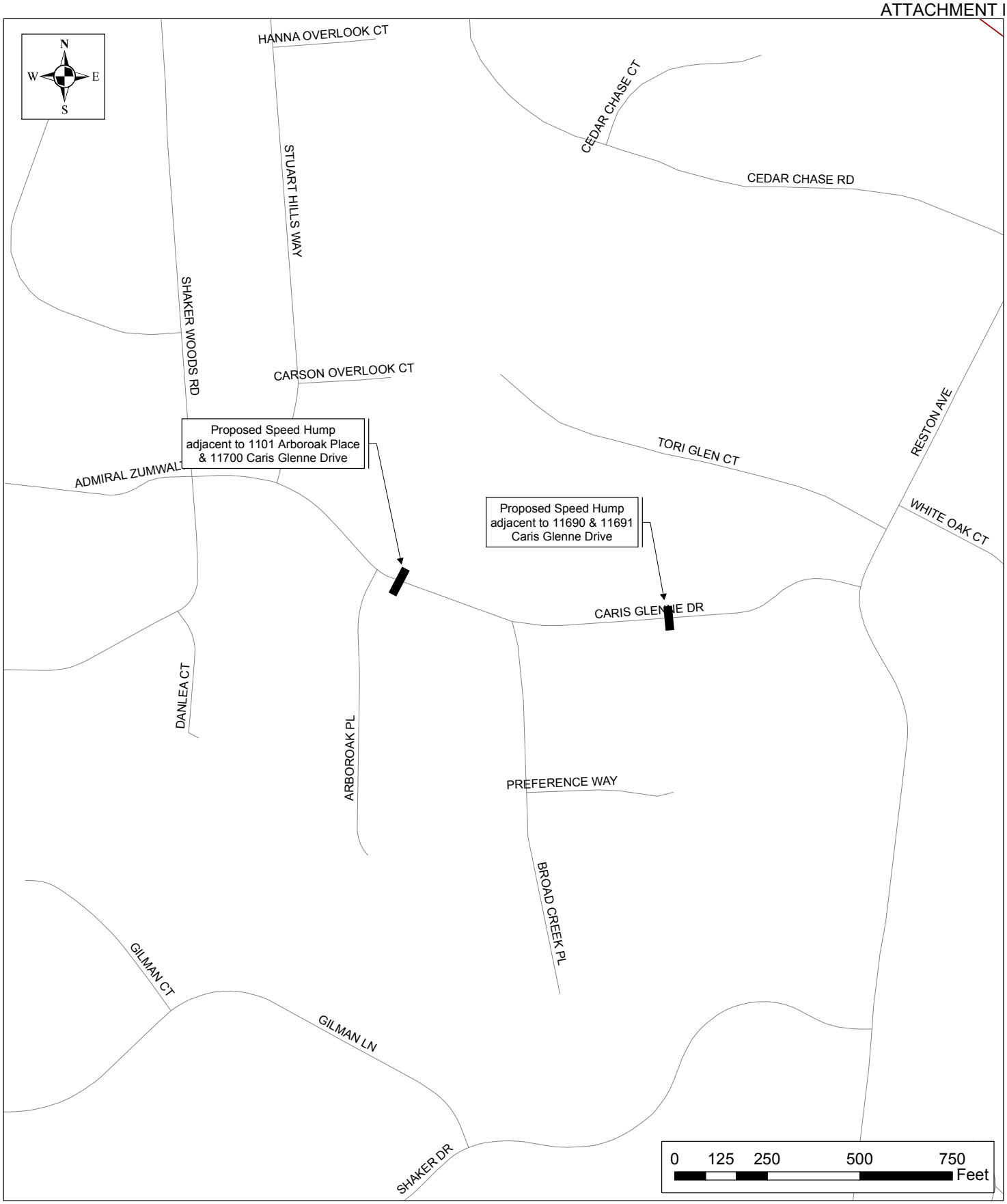
BACKGROUND:
As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners' or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, traffic circles, or multi-way stop signs (MWS), to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisor's office and communities to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On December 7, 2016, the Department of Transportation received verification from the local Supervisor's office

confirming community support for the above referenced traffic calming plan.

FISCAL IMPACT:
Funding in the amount of $14,000 for the traffic calming measures associated with The Caris Glenne Drive project is available in Fund100-C10001, General Fund, under Job Number 40TTCP

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Caris Glenne Drive

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




Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED TRAFFIC CALMING PLAN
CARIS GLENNE DRIVE
Hunter Mill District

Tax Map: 11-2

December 2016

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Culmore Residential Permit Parking District (RPPD), District 9.

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

TIMING:
The Board should take action on January 24, 2017, to advertise a public hearing for February 28, 2017, at 4:00 p.m.

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

On October 6, 2016, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioned block face were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioned block. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated to be $250 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to the Fairfax County Code
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

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

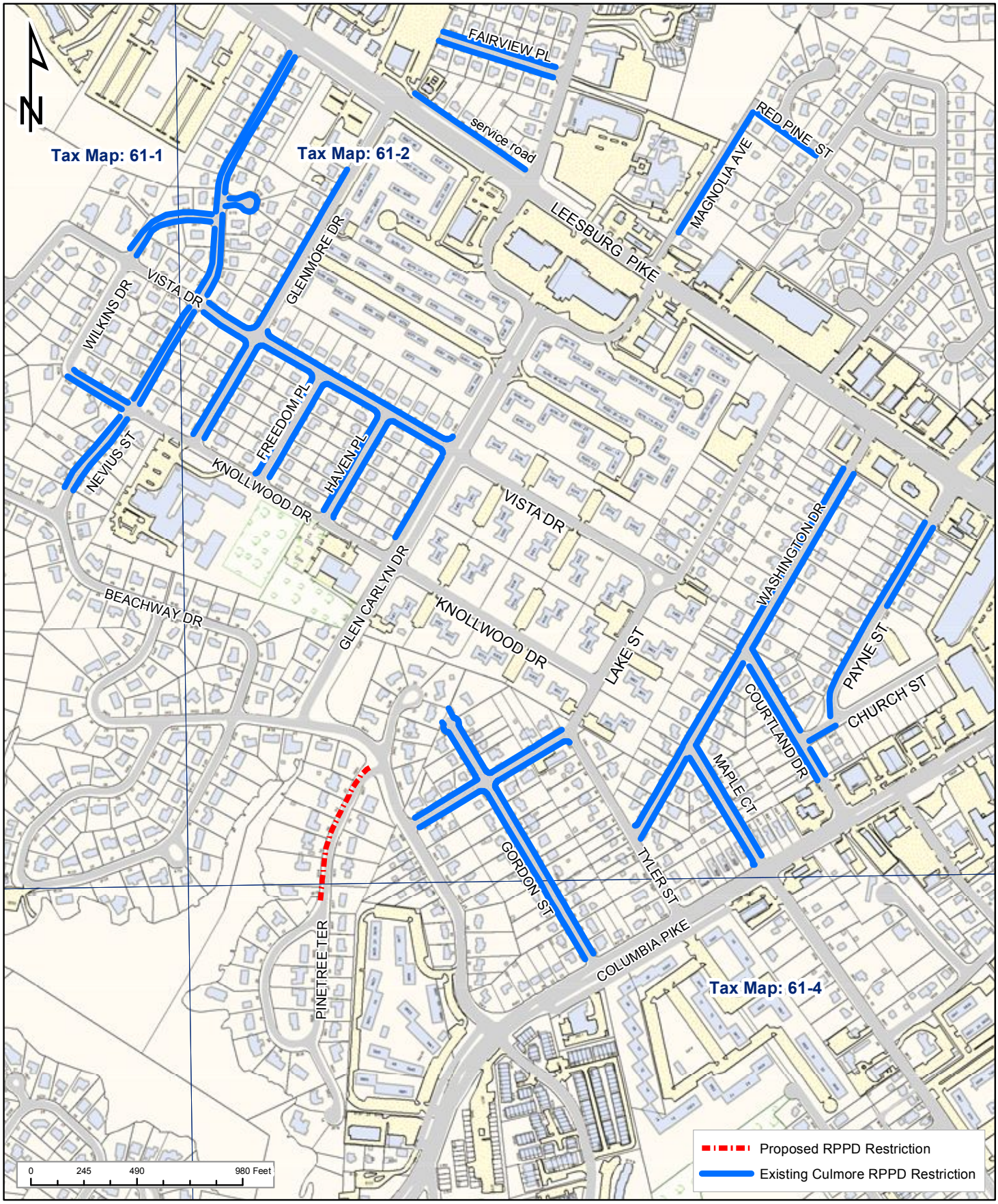
Attachment 1

I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following streets in Appendix G-9, Section (b), (2), C Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

*Pinetree Terrace (Route 986):*
From Blair Road to the southern property boundary of 3516 Pinetree Terrace, west side only




Fairfax County Department of Transportation
Traffic Engineering
Culmore Residential Permit Parking District
Mason District

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 7

Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 01-M-036-02, Pinecrest School, Incorporated (Mason District)

ISSUE:
Board consideration of additional time to obtain a Non-RUP for SEA 01-M-036-02, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twenty-four (24) months additional time for SEA 01-M-036-02 to December 17, 2018.

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 June 17, 2014, the Board of Supervisors approved Special Exception Amendment SEA 01-M-036-02, subject to development conditions. The application was filed in the name of Pinecrest School, Incorporated for the purpose of amending SEA 01-M-036 previously approved for a private school of general education to increase enrollment and grade level, permit the addition of child care and nursery school, replace existing building and associated modifications to site design and development conditions within the R-4 zoning district for the property located at 7209 Quiet Cove, Tax Map 60-3 ((14)) 2B (see Locator Map in Attachment 1). The private school, a Category 3 special exception use, is permitted pursuant to Section 3-404 of the Fairfax County Zoning

Ordinance. SEA 01-M-036-02 was approved with a condition that the use be established as evidenced by the issuance of a Non-RUP for the private school use within thirty (30) months of the approval

date unless the Board grants additional time. The development conditions for SEA 01-M-036-02 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On October 31, 2016, the Department of Planning and Zoning (DPZ) received a letter dated October 31, 2016, from Lynne J. Strobel, agent for the Applicant, requesting twenty-four (24) months of additional time. The approved Special Exception Amendment will not expire pending the Board's action on the request for additional time.

Ms. Strobel states additional time is necessary to commence and complete construction. According to Ms. Strobel's letter, the Applicant has been diligently pursuing construction of the improvements but has encountered delays due to building and site development costs. As a result, the development plans were modified to incorporate changes to the footprint of the building. Due to these changes, a minor modification to the approved special exception amendment was submitted and later approved on February 9, 2016 by Barbara Berlin of the Zoning Evaluation Division (ZED). The associated site plan was revised accordingly and Staff has confirmed with the Department of Public Works and Environmental Services (DPWES) the site plan was approved on September 1, 2016. The request for twenty-four (24) months of additional time will allow the requestor to commence and complete construction prior to the issuance of a new Non-RUP.

Staff has reviewed Special Exception Amendment SEA 01-M-036-02 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a private school within an R-4 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SEA 01-M-036-02 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 Amendment. Finally, the conditions associated with the Board's approval of SEA 01-M-036-02 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twenty-four (24) months additional time is in the public interest and recommends that it be approved.

Board Agenda Item
January 24, 2017

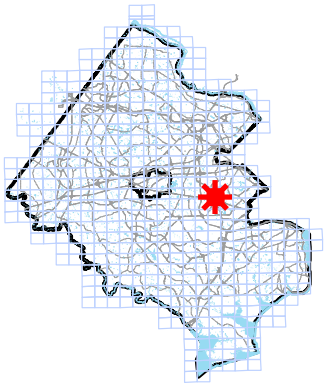
FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated June 18, 2014, to Lynne J. Strobel
Attachment 3: Letter dated October 31, 2016, 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
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

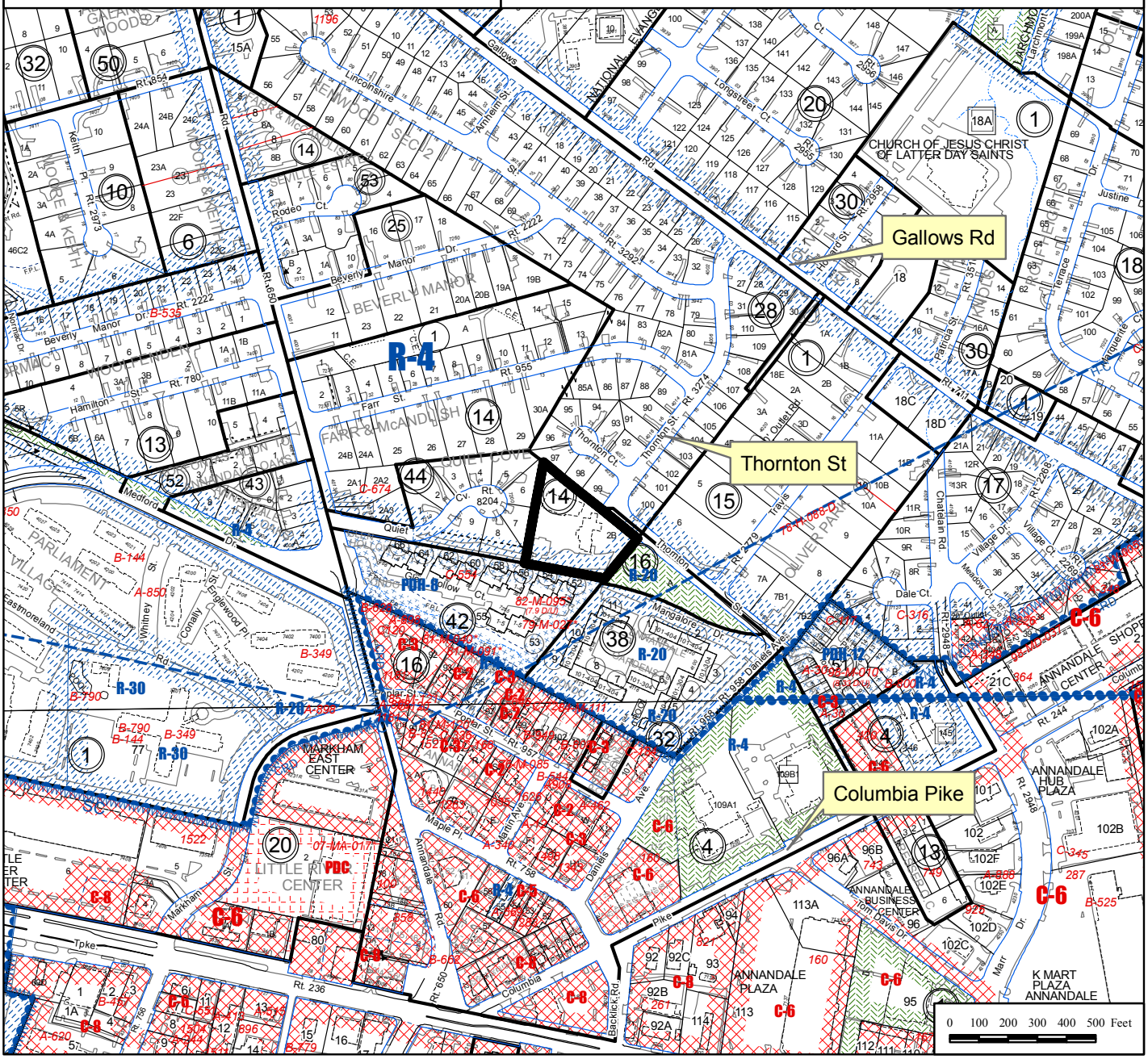
# Special Exception Amendment

**SEA 01-M -036-02**



Applicant: PINECREST SCHOOL, INCORPORATED
Accepted: 08/26/2013
Proposed: AMEND SE 01-M-036 PERVIOUSLY APPROVED FOR NURSERY SCHOOL AND PRIVATE SCHOOL OF GENERAL EDUCATION TO PERMIT THE ADDITION OF CHILD CARE CENTER, MODIFICATIONS OF DEVELOPMENT CONDITIONS AND SITE MODIFICATIONS

Area: 2 AC OF LAND; DISTRICT - MASON
Zoning Dist Sect: 03-040403-040403-0404
Art 9 Group and Use: 3-10 3-11 3-10
Located: 7209 QUIET COVE, ANNANDALE, VA 22003
Zoning: R- 4
Plan Area: 1, ATTACHMENT 1
Overlay Dist:
Map Ref Num: 060-3- /14/ /0002B



# County of Fairfax, Virginia

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

June 18, 2014

**REVISED**
(added exhibits)

Lynne J. Strobel
Walsh, Colucci, Lubeley and Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA 22201

RE: Special Exception Amendment Application SEA 01-M-036-02

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors on June 17, 2014, the Board approved Special Exception Amendment Application SEA 01-M-036-02 in the name of Pinecrest School, Incorporated. The subject property is located at 7209 Quiet Cove, on approximately 2.0 acres of land zoned R-4 in the Mason District [Tax Map 60-3 ((14)) 2B]. The Board's action amends Special Exception Amendment Application SEA 01-M-036 previously approved for a private school of general education to increase enrollment and grade level, permit the addition of child care and nursery school, replace existing building and associated modifications to site design and development conditions, pursuant to Section 3-404 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions which supersede all previous development conditions. Previously approved conditions or those with minor modifications are marked with an asterisk (*).

## General/Operational:

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

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

3. This Special Exception Amendment is subject to the provisions of Article I 7, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Amendment Plat entitled "Special Exception Amendment Plat, Pinecrest School", consisting of six sheets, prepared by Tri-Tek Engineering, dated May 23, 2013, revised through April 3, 2014, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

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

4. The proposed building shall not exceed 8,650 square feet in area, and 25 feet in height, and shall be constructed in general conformance with location, orientation and character shown on the SEA Plat, and the sketch/conceptual elevation submitted by the applicant and included as Exhibit A to these conditions. Exterior materials and colors shall be consistent with the existing building (constructed in 2005) that will remain on the site.

5. Upon issuance of a Non-Residential Use Permit for this Special Exception Amendment, the maximum daily enrollment shall be limited to 180 students, limited to nursery school through 8th grade, with before and after-school child-care available to students enrolled in this private school of general education only. Nursery school enrollment shall be limited to a maximum of 45 students.

6. A maximum of 22 employees shall be on-site at any one time.

7. Upon issuance of a Non-Residential Use Permit for this Special Exception Amendment, Hours of Operation shall be limited to Monday through Friday 7:00a.m. to 6:30p.m, with employee arrivals/departures excluded from this limitation.

8. Weekend activities shall be limited to a maximum of twelve (12) times per year to provide an opportunity for events such as open houses, book fairs, fundraisers, elementary school graduations, annual meetings, and community events. All weekend activities shall be restricted to Saturday from 10:00 a.m. to 10:00 p.m. and/or Sunday from 12:00 p.m. to 6:30p.m. (Commercial contractors, or volunteers numbering fewer than 10 individuals performing such activities as property repair and mowing are not subject to the 12 times per year limitation.) Outdoor work performed on weekends by commercial contractors can only be performed on Sunday. Emergency repairs shall not be subject to this limitation. Parking for these weekend activities shall be accommodated on-site or by alternative arrangement to accommodate any overflow parking off-site, in accordance with Condition 16 (below).*

9. A maximum of eighteen (18) school functions, including, but not limited to, back to school night, open house, grandparents day, academic open house, holiday open house, international day, teacher appreciation dinner, spring fair, kindergarten graduation and an annual summer production/dinner show are permitted during the normal school year. These activities shall be limited as follows:

   A. Any open house held during the school day (7:00a.m. to 6:30p.m. on Monday through Friday) shall occur for a maximum period of two hours at any one time;

   B. School related functions held after school hours on Monday through Friday (beginning no earlier than 6:00p.m.) shall be concluded by approximately 9:30 p.m., although employees may remain on-site after 9:30 p.m. to facilitate clean-

up. Parking for these school functions shall be accommodated on-site or by alternative arrangement to accommodate any overflow parking off-site, in accordance with Condition 16 (below).

At the beginning of each school year, a calendar of all planned after hour meetings, weekend activities and school functions shall be submitted to the presidents of neighboring Homeowners' Associations and those residences adjacent to the school. At a minimum, this calendar and subsequent changes shall include the date of the activity or event, the purpose and the time frame, off-site parking arrangements, if any, and a statement that parking for Pinecrest School activities and events shall be discouraged on adjacent neighborhood streets. Any changes to the calendar shall be submitted to the HOA presidents and adjoining residences at least 14 calendar days prior to the event/activity.

10. No exterior intercom system shall be used for the subject property (with the exception of emergencies).*

11. Building-mounted security lights to be installed on the existing or proposed buildings shall be controlled by motion-activated sensors. All outdoor lighting shall be focused downward and shielded to minimize glare beyond the property, and shall meet the Performance Standards set forth in Article 14 of the Zoning Ordinance.*

12. Outdoor recreation area(s) shall be provided in accordance with that shown on the SEA Plat, and the provisions of Sections 9-309 and 9-310 of the Zoning Ordinance, to accommodate at least 33% of the maximum student enrollment , exclusive of the nursery school enrollment, at any given time. All outdoor recreation areas shall be located outside of the minimum required front yard along Thornton Street.*

13. The outdoor recreation area depicted north of the existing building and south of Lot 99 of the Kenwood Section 3 subdivision shall be constructed of a soft surface designed to minimize sound transmission.*

14. A summer camp may be held when school is not in session, and within permitted operating hours of the private school use.

15. Upon request, school facilities will be available to non-profit and/or community groups for a meeting or similar type of activity, at no cost, no more than once per month, limited to the hours listed in Conditions 8 and 9 (above), and conditioned upon the parking restrictions outlined in Condition 16 (below). These public activities shall be in addition to the school events described in Conditions 8 and 9.

**Access/Parking:**

16. On-site parking shall be consistent with parking depicted on the Special Exception Plat, as determined by DPWES. Parking for employees, parents and visitors shall be

accommodated on-site or according to an off-site agreement, approved by DPWES, to provide a shuttle service to an alternate site (by car, van or bus). Employees shall be directed to utilize parking spaces in a manner that will minimize conflicts with visitors and the daily drop-off/pick-up of children. Overflow parking may be allowed on lawn areas for special events (per Conditions 8 and 9 above), limited to the area shown on the parking exhibit included as Exhibit B of these conditions. Parking shall not be permitted in fire lanes, or along the entrance driveway (which serves as a required fire access lane).

17. Signage shall be posted within the access easement restricting speed limits on the site and throughout the access easement to 10 miles per hour.*

18. The entrance driveway shall be signed and/or striped as a fire lane and shall be widened, as needed, to maintain the 20-foot minimum width required for fire access to the site, to the satisfaction of the Fairfax County Fire Marshal office.

19. All signs shall be in accordance with the provisions of Article 12 of the Zoning Ordinance. No temporary signage shall be allowed on or off-site that does not conform to the requirements of 12-103 of the Ordinance.*

20. Two (2) speed bumps shall be maintained within the access easement and in the general location of the existing stop sign.*

**Transportation Management Plan (TMP):**

21. A Transportation Management Plan ("TMP") shall be developed and implemented by the Applicant in order to minimize the amount of trips generated by the school expansion (specifically related to the intersection of Annandale Road and Quiet Cove) and parking impacts on the adjacent and surrounding road network during the school year. The TMP shall be developed and implemented to complement the physical attributes of the proposed school modifications as may be referenced elsewhere in these conditions and/or reflected on the special exception plat. In addition, the TMP shall include a plan for the mitigation of all off-site parking impacts, such as the provision of offsite parking agreements and shuttles, and/or the pursuit of parking restrictions on Quiet Cove. A copy of the transportation plan shall be submitted to FCDOT within 90 days after the approval of this application. The TMP is an on-going condition and as such shall not expire during the life of this SE, except for the provisions for monitoring and reporting, as described in paragraphs D and E of this condition. The TMP shall include the following components:

    A. TMP Coordinator - Designation of an individual or school committee to develop, implement and monitor the plan and serve as a liaison with the Fairfax County Department of Transportation (FCDOT) and the Quiet Cove neighborhood, as well as the Mason District Supervisor's office. The Applicant shall provide written notice to FCDOT and the Mason District Supervisor as to

the designated TMP Coordinator within 30 days prior to the beginning of the first school year after any approval of this application. Notification of any change in the designated TMP Coordinator shall also be provided to FCDOT and the Mason District Supervisor within 30 days of such a change.

**B.** TMP Reduction Objectives - The goal of the TMP is to limit trips associated with the school to no more than 77 inbound AM trips and 63 outbound AM trips based on an enrollment of 155 students; and no more than 89 inbound AM trips and 73 outbound AM trips based on a projected total enrollment of 180 students. For purposes of this condition, the AM peak hour referenced in this Proffer is considered the peak hour associated with the school use and not the adjacent street peak.

C. Procedure Manual - All parents shall receive written information prior to the commencement of the school year (each September) and again each January that clearly delineates various vehicle routes when driving to/from the school and specific drop-off and pick-up procedures. This information shall also be reviewed verbally with parents at back to school night. Included in the procedure manual shall be written contact information for the TMP Coordinator and the Mason District Supervisor's office. Parents shall be encouraged to report any difficulties associated with accessing the school to the Mason District Supervisor's office, FCDOT, and the Zoning Administrator.

The distributed materials shall include the following:

(i) Driving Restrictions - At any time when driving to or from school property, drivers shall not discharge students on either Thornton Street or Quiet Cove, block neighborhood driveways, fire lanes or intersections, and shall not turn around in neighborhood driveways.

(ii) Drop-off and Pick-up Procedures - During regularly scheduled arrival and dismissal periods, staff and/or volunteers, designated by the TMP Coordinator, shall supervise the unloading and loading of children at all times from their vehicles. All unloading and loading of children shall be done on-site.

D. Monitoring - Beginning with the first September after school enrollment reaches 155 students and continuing for the next consecutive school year, AM inbound and outbound traffic to and from Quiet Cove at Annandale Road, and the entrance to the school on Quiet Cove, shall be measured in fifteen (15) minute intervals during the morning school peak hour on each of two school days during a typical week in October and again in March or April, when other area public schools are in session and not during periods of inclement weather. With the exception of the school's director, neither staff nor parents shall be advised in advance of the days traffic counts will be conducted. The methodology for such counts shall be coordinated with FCDOT prior to the initiation of the first traffic count to be conducted in October. Inbound and outbound traffic shall be measured separately and then added together in fifteen

(15) minute intervals. The morning peak hour school traffic counts are defined as the highest sum of four (4) consecutive fifteen (15) minute counts. The morning peak hour volumes shall be averaged across the two school days and compared to the TMP goal. The goal is met if the observed average in March or April is less than or equal to the goal outlined in Sub-paragraph B. If the goal is met for each of the two years, retesting shall not be required and enrollment may be increased to 180 students.

(i) If the TMP goal is not met, the applicant shall not be permitted to increase student enrollment above the 155 students the following year and must identify additional measures, in consultation with FCDOT, to reduce AM peak hour school traffic and then implement those measures. Retesting shall then be required the next school year (March or April) and continue until the goal is met for two consecutive years at which time retesting shall not be required and enrollment may be increased to 180 students the following school year.

(ii) Notwithstanding the above, if the TMP goal for 155 students is not met for two (2) consecutive years, and the school then implements mandatory shuttling/bussing of students in order to meet the TMP goals, then the school may increase the level of enrollment to 180 students. In such an event, retesting will be required for the subsequent two school years in each March or April. If the goal is not met after two years of subsequent tests, then the enrollment the following school year shall be reduced to 155 students.

(iii)In the event enrollment is rolled back to 155 students pursuant to Subparagraph D(ii), the school would not be permitted to increase enrollment back to 180 students until such time as the results of two consecutive annual traffic counts and/or analyses can demonstrate to the satisfaction of FCDOT that trip goals established in Subparagraph B for 155 students have been met and/or that mandatory shuttling/bussing of students will occur in perpetuity.

(iv)At such time as mandatory shuttling/bussing of students is implemented or at any time after a minimum of two consecutive counts reveals that the trip thresholds have been met for the applicable number of students, then at FCDOT's sole discretion monitoring and/or reporting may discontinued or modified.

E. Reporting - Within 30 days after the first traffic counts referenced in condition D are collected, the Applicant will submit copies of the traffic data and a summary of the measures taken to meet or exceed the goals outlined in Sub-paragraph B to FCDOT and the Mason District Supervisor's office. If additional counts are required in accordance with condition D(i), (ii) or (iii), then copies of these subsequent counts will also be forwarded within 30 days of completion.

**Stormwater Management:**

22. Stormwater management (SWM)/best management practice (BMP) facilities shall be in substantial conformance with the Special Exception Plat, as determined by DPWES, and shall meet all current County Ordinances and/or standards, or a Special Exception Amendment may be required. Sufficient flexibility shall be allowed to accommodate minor modifications to the plan required by the implementation of any new stormwater ordinances.

**Transitional Screening/Landscaping:**

23. A solid barrier, which may include a board-on-board fence six feet in height, shall be maintained along the northern and eastern property boundaries (excluding the area that lies within the front yard of Thornton Street).*

24. Tree plantings shall be installed and maintained as depicted on the Special Exception Amendment Plat with a minimum installation height of six feet. In addition, a decorative six-foot board-on-board fence with alternating vertical boards and decorative one-foot lattice work along the top of the fence shall be maintained along the western property line adjacent to the Quiet Cove subdivision. The overall height of the decorative fence and lattice work shall be seven feet.*

25. Supplemental plantings, generally consistent with that shown on the SEA Plat, shall be provided along the northern and western boundaries to meet the intent of the required Type I, 25-foot wide transitional screening buffers, as determined by the Urban Forester at the time of site plan review.

26. Evergreen trees and shrubs shall be planted along the southern property line, generally consistent with that shown on the Special Exception Amendment Plat, and supplemented, as needed, to sufficiently meet the intent of the Type H barrier requirement along that property line, and to provide a continuous line of evergreen plantings that will provide year-round screening of the onsite activities, including headlight glare from the reconfigured parking areas, as determined by the Urban Forestry Management Division of DPWES.

27. A contiguous row of evergreen plantings as depicted on the Special Exception Amendment Plat shall be maintained along the northern edge of the access road within the ingress/egress easement. The plantings shall extend from the northeastern comer of the access easement to the edge of the stormwater culvert at the intersection of Quiet Cove and the access easement. *

28. Landscaping: Native and non-invasive species, including perennials and seed mixes, shall be used exclusively for landscape and other plantings on the property. Plant

species shall be provided at the time of site plan submission, and shall be subject to the approval of the Urban Forestry Division of DPWES.

**Green Building:**

29. In order to promote sustainable design, the following measures shall be taken in conjunction with the construction of the proposed building:

A. A LEED®-accredited (or equivalent program) professional shall be included as a member of the design team. The LEED®-accredited professional will work with the team to incorporate sustainable design elements and innovative technologies into the proposed building. At the time of site plan submission, documentation will be provided to the Environment and Development Review Branch of DPZ demonstrating compliance with the commitment to engage such a professional.

B. LED or compact fluorescent lamps shall be incorporated in interior building light fixtures.

C. Motion sensor faucets and flush valves and ultralow-flow plumbing fixtures that have a maximum water usage listed below (to be modified with the project-specific fixtures) shall be used. Manufacturers' product data shall be provided prior to the issuance of a Non-RUP.

Water Closet (gallons per flush, gpf) 1.28
Urinal (gpf) 0.5
Showerheads (gallons per minute, gpm*) 20
Lavatory faucets (gpm**) 1.5
Kitchen and janitor sink faucets 2.20
Metering faucets 0.25

*When measured at a flowing water pressure of 80 pounds per square inch (psi).

**When measured at a flowing water pressure of 60 pounds per square inch (psi).

D. An area for the separation, collection and storage of glass, paper, metal, plastic and cardboard generated by employees shall be provided. A dedicated area for the storage of materials to be recycled shall be provided.

E. Low-emitting materials shall be used for all adhesives, sealants, paints, coatings, floor systems, composite wood, and agrifiber products, as well as furniture and furnishings, if available. Low-emitting is defined according to the following table:

| Application | (VOC Limit g/L less water) |
|---|---|
| Carpet Adhesive | 50 |
| Rubber floor adhesive | 60 |
| Ceramic tile adhesive | 65 |
| Anti-corrosive/anti-rust paint | 250 |
| Clear wood finishes | 350 |

Manufacturers' product data shall be provided prior to the issuance of a Non-RUP.

F. Carpet and carpet padding shall be installed that meets the testing and product requirements of the Carpet and Rug Institute Green Label Plus Program. Manufacturers' product data shall be provided prior to the issuance of a Non-RUP.

G. Vinyl composition tile and rubber tile flooring shall be installed that meets the requirements of the FloorScore certification program. Manufacturers' product data and certification letter shall be provided to the issuance of a Non-RUP.

H. Energy Star, or equivalent, appliances and equipment for all refrigerators, water heaters, computers, monitors, water coolers, and other appliances and office equipment (if available) shall be installed. Installation locations and manufacturers' product data, including the Energy Star energy guide if installed, shall be provided prior to the issuance of a Non-RUP.

**Forestry:**

30. Tree Preservation: The applicant shall submit a Tree Preservation Plan and Narrative 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 UFMD.

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 located within the tree save area living or dead with trunks 10 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) and 25 feet outside of the proposed limits of clearing, in the undisturbed area and within 10 feet of the proposed limits of clearing in the area to be disturbed. All trees inventoried shall be tagged in the field with small metal tags so they can be easily identified. If permission is not allowed from the offsite property owner to tag trees, it shall be noted on the tree preservation plan by providing written documentation between the applicant and the offsite property owner. The tree preservation plan shall provide for the preservation of those areas shown for tree preservation, those areas outside of the limits of disturbance 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 12-0507 and 12-0509. Specific tree preservation activities that will maximize the survivability of any tree identified to be preserved, such as: crown pruning, root pruning, mulching, fertilization, compost tea, Cambistat, radial mulching, notes and details for asphalt removal around trees, and others as necessary, shall be included in the plan.

31. Tree Preservation Walk-Through: The Applicant shall retain the services of a Certified Arborist or Registered Consulting Arborist, and shall have the limits of clearing and grading marked with a continuous line of flagging prior to the walk-through meeting. During the tree-preservation walk-through meeting, the Applicant's Certified Arborist or landscape architect shall walk the limits of clearing and grading with an UFMD 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.

32. Limits of Clearing and Grading: The Applicant shall conform strictly to the limits of clearing and grading as shown on the SE Plat, subject to allowances specified in these 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 Plat, 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.

33. 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" condition 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.

34. Root Pruning: The Applicant shall root prune, as needed to comply with the tree preservation requirements of these development conditions. All treatments shall be clearly identified, labeled, and detailed on the erosion and sediment control sheets of the site 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:

    A. Root pruning shall be done with a trencher or vibratory plow to a depth of 18 - 24 inches.

    B. Root pruning shall take place prior to any clearing and grading, or demolition of structures.

    C. Root pruning shall be conducted with the supervision of a Certified Arborist or Registered Consulting Arborist.

    D. An UFMD, DPWES, representative shall be informed when all root pruning and tree protection fence installation is complete.

35. 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 conditioned and as approved by the UFMD. The Applicant shall retain the services of a Certified Arborist or Registered Consulting Arborist to monitor all construction and demolition work and tree preservation efforts in order to ensure conformance with all tree preservation development conditions, 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.

36. Invasive Species Management Plan: The Applicant shall create and implement an invasive species management program for the Tree Conservation Ordinance to include all areas shown to be preserved, where 10-year canopy is being claimed that contains invasive plant material (PFM 12-0404.2B and 12-0509.3D) and clearly identifies targeted species, details removal and treatment techniques, replanting with herbaceous and woody material, monitoring, program duration, etc., as reviewed and approved by the UFMD.

**Construction Phasing:**

37. Outdoor recreation and parking areas shall be provided throughout the construction process to maintain conformance with minimum Ordinance requirements, based on the current enrollment of the school at that time. Outdoor recreation areas shall be protected, to the extent practical, from adverse environmental impacts associated with the construction process, to include dust, noise and other pollutants, and may include temporary fencing, as needed.

38. Outdoor construction activity related to this SEA approval shall be limited to the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 4:00 p.m. on Saturdays. No outdoor construction activities shall be permitted on Sundays or federal holidays. The site superintendent shall notify all employees and subcontractors of these construction hours and shall ensure that the construction hours are respected by all employees and subcontractors.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the new Non-Residential Use Permit has been issued. 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 transitional screening requirements along the north and west boundaries to utilize the existing and proposed vegetation, as shown on the SE plat and as conditioned

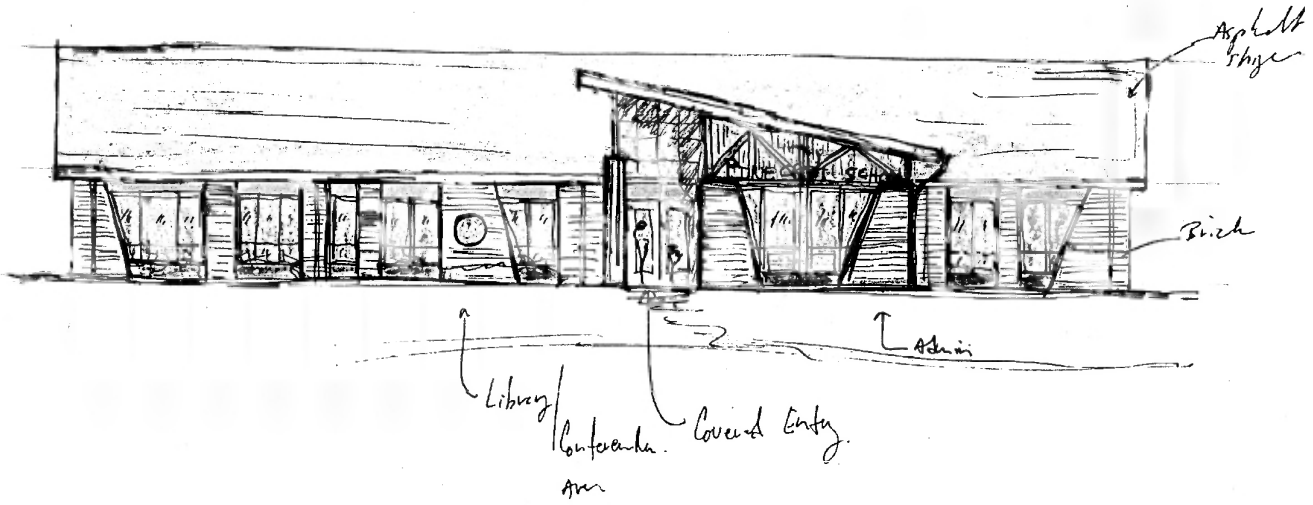
- Modified the loading space requirements for the private school of general education and child care/nursery school uses, in favor of one 15-foot by 25-foot parking space

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova
Supervisor Penelope Gross, Mason District
Tim Shirocky, Acting 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
Michael Davis, Section Chief, Transportation, Planning Division
Donald Stephens, Department of Transportation
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

EXHIBIT A


Asphalt Shyle
Birch
Admin
Library
Conference
Covered Entry

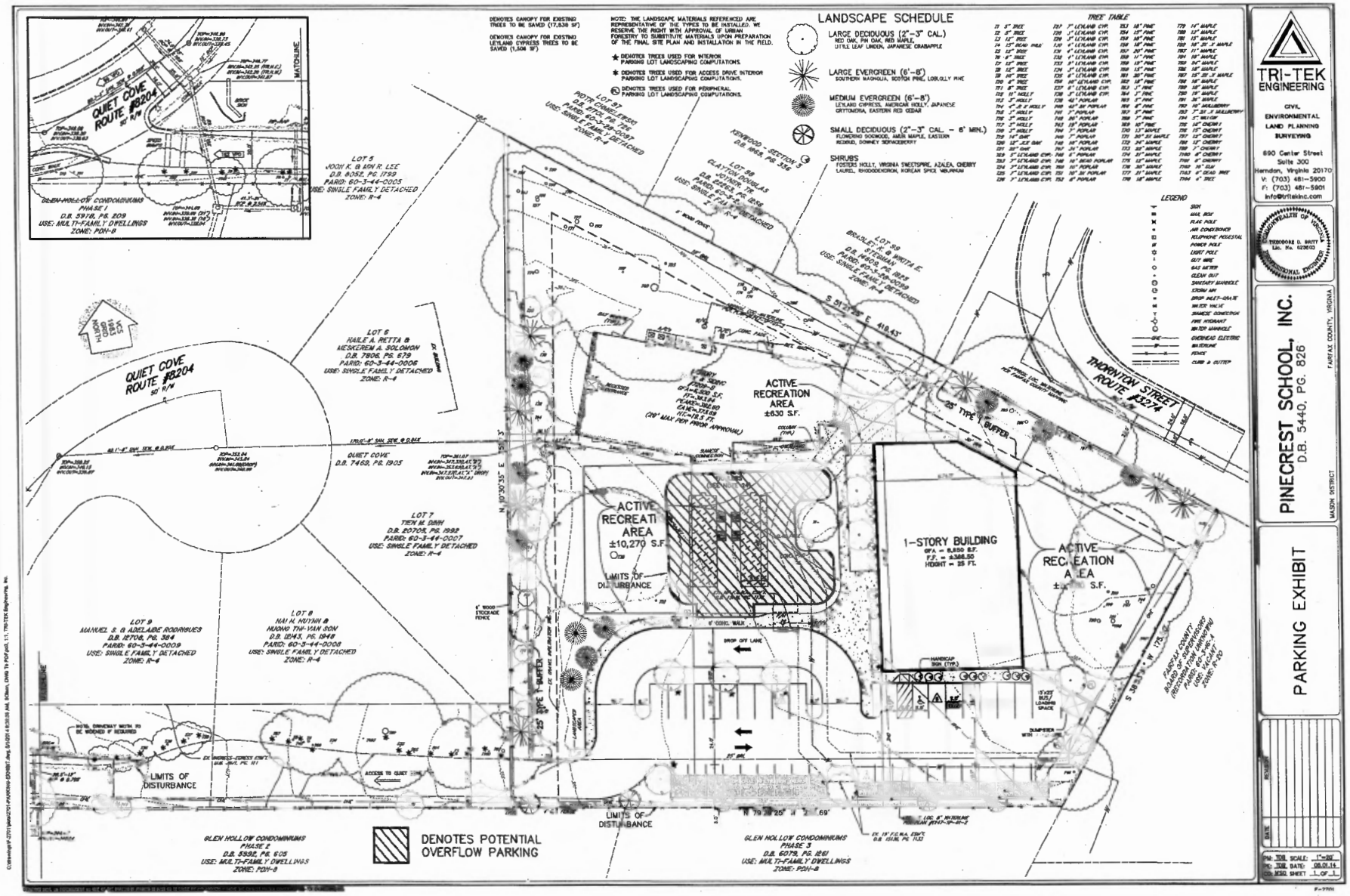

LANDSCAPE SCHEDULE
LARGE DECIDUOUS (2"-3" CAL.)
RED OAK, PIN OAK, RED MAPLE, LITTLE LEAF LINDEN, JAPANESE CRABAPPLE
LARGE EVERGREEN (6'-8')
SOUTHERN MAGNOLIA, SCOTCH PINE, LOBLOLLY PINE
MEDIUM EVERGREEN (6'-8')
LEYLAND CYPRESS, AMERICAN HOLLY, JAPANESE CRYTOMERIA, EASTERN RED CEDAR
SMALL DECIDUOUS (2"-3" CAL. - 6' MIN.)
FLOWERING DOGWOOD, AMUR MAPLE, EASTERN REDBUD, DOWNEY SERVICEBERRY
SHRUBS
FOSTERS HOLLY, VIRGINIA SWEETSPIRE, AZALEA, CHERRY LAUREL, RHODODENDRON, KOREAN SPICE VIBURNUM
TREE TABLE
LEGEND
QUIET COVE ROUTE #8204
50' R/W
THORNTON STREET ROUTE #3274
ACTIVE RECREATION AREA ±630 S.F.
ACTIVE RECREATI AREA ±10,270 S.F.
ACTIVE RECREATION AREA ±
1-STORY BUILDING
GFA = 6,850 S.F.
F.F. = ±386.50
HEIGHT = 25 FT.
LIMITS OF DISTURBANCE
LIMITS OF DISTURBANCE
LIMITS OF DISTURBANCE
25' TYPE 1 BUFFER
25' TYPE 1 BUFFER
DENOTES POTENTIAL OVERFLOW PARKING
LOT 5 JOON K. & MIN R. LEE D.B. 8052, PG. 1739 PARID: 60-3-44-0005 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 6 HAILE A. RETTA & MESKEREM A. SOLOMON D.B. 7906, PG. 679 PARID: 60-3-44-0006 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 7 TIEN M. DINH D.B. 20705, PG. 1998 PARID: 60-3-44-0007 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 8 HAI H. HUYNH & MAIMO THI-VAN SON D.B. 12143, PG. 0948 PARID: 60-3-44-0008 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 9 MANUEL S. & ADELAIDE RODRIGUES D.B. 12706, PG. 304 PARID: 60-3-44-0009 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 97 PROTY CHEA & EVAN D.B. 27014, PG. 1736 PARID: 60-3-29-0097 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 98 CLAYTON DOUGLAS JOYNER, JR. D.B. 10156, PG. 1856 PARID: 60-3-29-0098 USE: SINGLE FAMILY DETACHED ZONE: R-4
LOT 99 BRADLEY G. & WHITA E. STEWMAN D.B. 14808, PG. 1825 PARID: 60-3-29-0099 USE: SINGLE FAMILY DETACHED ZONE: R-4
KENWOOD - SECTION 3 D.B. 9169, PG. 336
GLEN HOLLOW CONDOMINIUMS PHASE I D.B. 5978, PG. 209 USE: MULTI-FAMILY DWELLINGS ZONE: PDH-8
GLEN HOLLOW CONDOMINIUMS PHASE 2 D.B. 5392, PG. 605 USE: MULTI-FAMILY DWELLINGS ZONE: PDH-8
GLEN HOLLOW CONDOMINIUMS PHASE 3 D.B. 6075, PG. 1261 USE: MULTI-FAMILY DWELLINGS ZONE: PDH-8
QUIET COVE D.B. 7469, PG. 1905
FAIRFAX COUNTY BOARD OF SUPERVISORS (RESERVATION PARCEL A) PARID: 60-3-44-0004 USE: VACANT ZONE: R-C/O
TRI-TEK ENGINEERING
CIVIL ENVIRONMENTAL LAND PLANNING SURVEYING
690 Center Street Suite 300 Herndon, Virginia 20170
V: (703) 481-5900
F: (703) 481-5901
info@tritekinc.com
COMMONWEALTH OF VIRGINIA
THEODORE D. BRITT Lic. No. 029803
PROFESSIONAL ENGINEER
PINECREST SCHOOL, INC.
D.B. 5440, PG. 826
FAIRFAX COUNTY, VIRGINIA
MASON DISTRICT
PARKING EXHIBIT
PM: TDB SCALE: 1"=30'
PD: TDB DATE: 08.01.14
CK: MSG SHEET: 1 OF 1

EXHIBIT B

ATTACHMENT 3

2016-1934
FAIRFAX COUNTY
RECEIVED
OCT 31 2016
DIVISION OF
ZONING ADMINISTRATION

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

WALSH COLUCCI
LUBELEY & WALSH PC

October 31, 2016

RECEIVED
Department of Planning & Zoning
NOV 01 2016
Zoning Evaluation Division

***Via Hand Delivery***

Leslie B. Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning & Zoning
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

ATTACHMENT 3

Re: SEA 01-M-036-02
Applicant: Pinecrest School, Incorporated
Fairfax County Tax Map Reference: 60-3 ((14)) 2B

Dear Ms. Johnson:

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

The referenced special exception amendment application was approved by the Board of Supervisors at its hearing held on June 17, 2014. The approval was granted subject to 38 development conditions and a requirement that a non-residential use permit (Non-RUP) be issued within thirty (30) months of the approval date. Therefore, unless a Non-RUP is issued, the approval will expire, without notice, on December 17, 2016. On behalf of the Applicant, I hereby request twenty-four (24) months of additional time to obtain a Non-RUP.

The Applicant has been diligently pursuing construction of the improvements approved in conjunction with the referenced special exception amendment. Several delays have been experienced in the commencement of construction. Due to building and site development costs, the Applicant modified its development plans. The footprint of the proposed new building was modified and the building design slightly adjusted. As a result of these changes, the Applicant submitted and received approval of a request for minor modifications to the approved special exception amendment. The approval letter was issued on February 9, 2016 by Barbara Berlin. Since issuance of Ms. Berlin's letter, the Applicant has diligently pursued approval of its site plan, which is referenced by Fairfax County as #1247-SP-002. The site plan was approved on September 1, 2016, and construction is imminent, but a Non-RUP will not be issued prior to December 17, 2016. Twenty-four (24) months of additional time will ensure the receipt of all necessary permits, completion of all required improvements, and satisfaction of all development conditions.

I would appreciate the acceptance of this letter in accordance with Section 9-015 of the Zoning Ordinance as a request for twenty-four (24) months of additional time to obtain a Non-

RUP as required by the conditions associated with SEA 01-M-036-02. The complexity and length of time associated with the site plan process, including the submission of a request for minor modifications, was unforeseen by the Applicant at the time of the approval. There have been no changes in circumstances that would render the approval of additional time inconsistent with the public interest.

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

Very truly yours,

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

Lynne J. Strobel

LJS/kae
cc: Nicole McDermott
Jaime Kurry
Ted Britt
{A0733326.DOCX / 1 Ltr to Johnson re: Additional Time Request 007410 000002}

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 8

Additional Time to Obtain a Non Residential Use Permit (Non-RUP) for Special Exception SE 2014-MA-003, Kenneth H. Fisher (Mason District)

ISSUE:
Board consideration of additional time to obtain a Non-RUP for SE 2014-MA-003, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twenty-four months additional time for SE 2014-MA-003 to January 29, 2019.

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 July 29, 2014, the Board of Supervisors approved Special Exception SE 2014-MA-003, subject to development conditions. The application was filed in the name of Kenneth H. Fisher for the purpose of permitting a congregate living facility in the R-2 zoning district and Highway Corridor (HC) overlay district for the structure located at 3918 Larchwood Road, Tax Map 61-3 ((13)) 224 (see Locator Map in Attachment 1). The congregate living facility, a Category 3 special exception use, is permitted pursuant to Section 3-204 of the Fairfax County Zoning Ordinance. SE 2014-MA-003 was approved with a condition that the use be established as evidenced by the issuance of a Non Residential Use Permit (Non-RUP) for the congregate living facility use within thirty (30) months of the approval date unless the Board granted additional time. The development conditions for SE 2014-MA-003 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On October 31, 2016, the Department of Planning and Zoning (DPZ) received a letter dated October 31, 2016, from Lynne J. Strobel, agent for the Applicant, requesting twenty-four (24) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

Ms. Strobel states additional time is necessary to secure the appropriate permits, complete the required improvements, and satisfy all of the development conditions. According to Ms. Strobel's letter, the Applicant is a non-profit organization and is inexperienced in the process of obtaining permits and approvals. Ms. Strobel has confirmed the Applicant is diligently raising funds to proceed with obtaining permits and approvals for the construction of the congregate living facility. The request for twenty-four (24) months of additional time will allow the requestor to obtain the appropriate permits and commence and complete construction prior to the issuance of a new Non-RUP.

Staff has reviewed Special Exception SE 2014-MA-003 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a congregate living facility within an R-2 zoning district and HC overlay district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2014-MA-003 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 2014-MA-003 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twenty-four (24) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

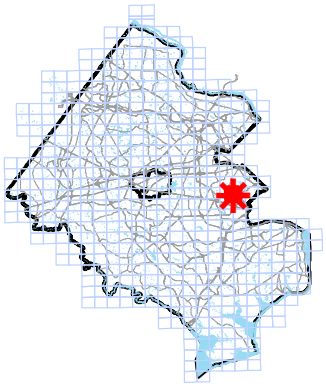
ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated July 30, 2014, to Lynne J. Strobel
Attachment 3: Letter dated October 31, 2016, to Leslie B. Johnson

Board Agenda Item
January 24, 2017

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
Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ
Laura O'Leary, Staff Coordinator, ZED, DPZ

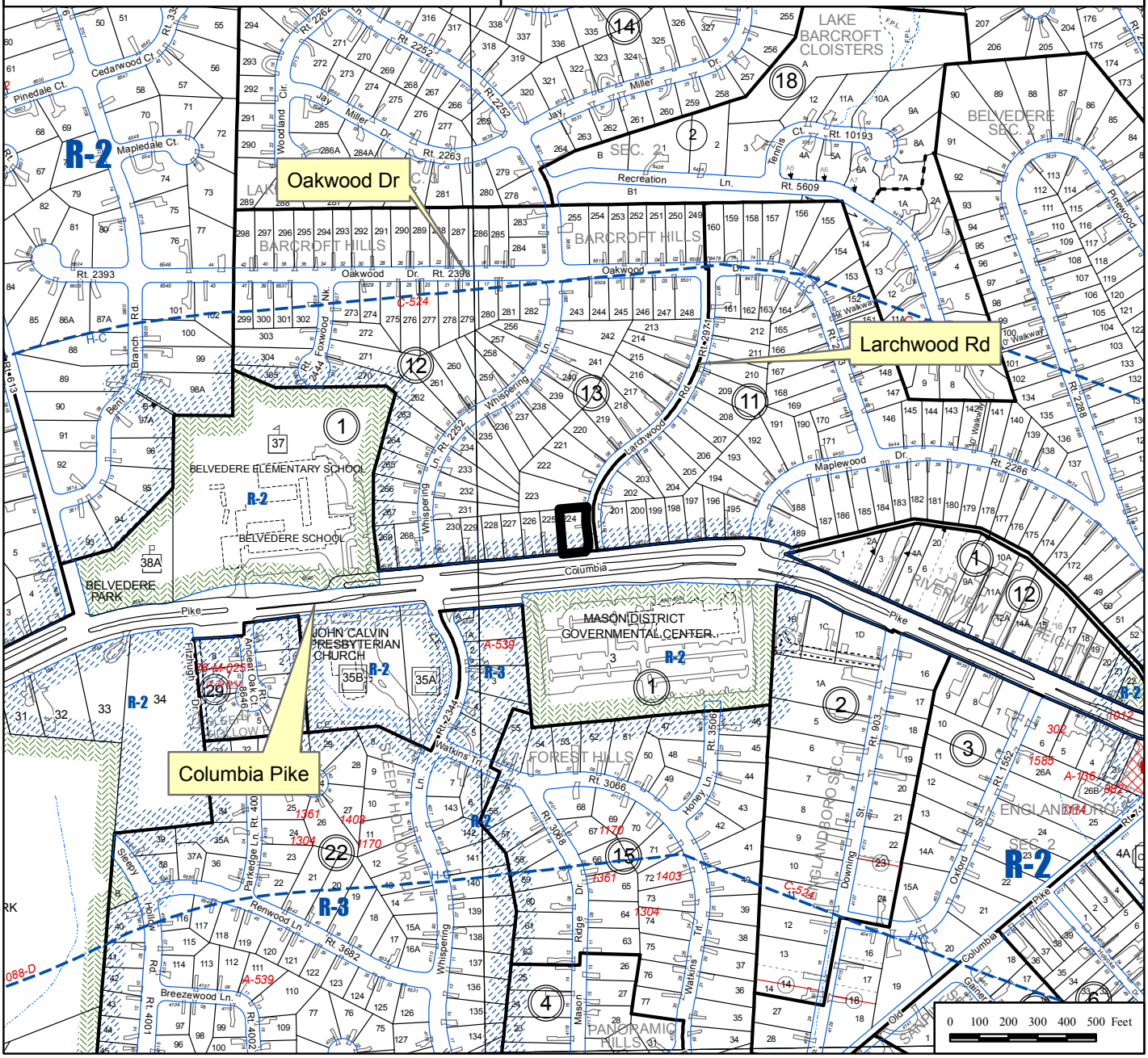
# Special Exception

**SE 2014-MA-003**



| | |
|---|---|
| Applicant: | KENNETH H. FISHER |
| Accepted: | 01/23/2014 |
| Proposed: | CONGREGATE LIVING FACILITY |
| Area: | 13820 SF OF LAND; DISTRICT - MASON |
| Zoning Dist Sect: | 03-0204 |
| Art 9 Group and Use: | 3-5 |
| Located: | 3918 LARCHWOOD ROAD, FALLS CHURCH, VA 22041 |
| Zoning: | R- 2 |
| Plan Area: | 1, |
| Overlay Dist: | HC |
| Map Ref Num: | 061-3- /13/ /0224 |

ATTACHMENT 1



# County of Fairfax, Virginia

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

July 30, 2014

Lynne J. Strobel
Walsh, Colucci, Lubeley and Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA 22201

Re: Special Exception Application SE 2014-MA-003

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on July 29, 2014, the Board approved Special Exception Application SE 2014-MA-003 in the name of Kenneth H. Fisher. The subject property is located at 3918 Larchwood Road, on 13,830 square feet of land, zoned R-2 and HC in the Mason District [Tax Map 61-3 ((13)) 224]. The Board's action permits a congregate living facility, pursuant to Section 3-204 of the Fairfax County Zoning, 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, as qualified by these development conditions.

3. A copy of this Special Exception and the Non-Residential Use Permit shall be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

4. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception Plat entitled Congregate Living Facility, prepared by J2 Engineers, Inc., dated December 23, 2013, revised through May 30, 2014, consisting of two sheets and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Paragraph 4 of Section 9-004 of the Zoning Ordinance.

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

5. Upon the issuance of the Non-RUP for this Special Exception, the maximum daily resident population shall be limited to fifteen (15) persons inclusive of minor children and the total number of resident staff persons or employees shall be limited to one (1) at any one time.

6. There shall be no administrative, business, or general intake functions conducted at the subject facility, which would be inconsistent with the definition of a congregate living facility as defined in Article 20 of the Zoning Ordinance.

7. The four driveway and two garage parking spaces shall be kept available for vehicles at all times and shall not be used for any type of materials storage.

8. An ADA accessible pathway shall be provided from the facility to Larchwood Road.

9. The proposed use shall be in conformance with all applicable Performance Standards in Article 14 of the Zoning Ordinance.

10. Before the issuance of the Non-RUP, the concrete patio at the rear of the house shall be brought into compliance with the Zoning Ordinance. The adjacent landscape retaining wall shall also be brought into compliance with the applicable provisions of the Building Code.

11. An individual shall be designated to serve as the community liaison and a point of contact for the neighborhood citizens. The name, telephone number and e-mail address of this liaison shall be provided to the Mason District Supervisor's office and a designated representative of the adjacent civic association, if available, or neighborhood resident within thirty (30) days of approval of this application and any time the community liaison changes thereafter. The neighborhood shall mutually be responsible for identifying any change in the name of its designated representative.

12. A locked box shall be provided in proximity to the front door of the dwelling unit on the property so that neighbors can submit complaints, suggestions or concerns regarding operation/maintenance of the property. The mailbox shall be accessible and clearly marked for its intended purpose. The mailbox shall be checked at a minimum of twice a week and, if contact information is provided, a written response shall be provided within seven (7) days of receipt.

13. The community liaison and the designated neighborhood representative shall coordinate to schedule a maximum of four meetings a year to discuss topics of mutual interest to the immediate neighborhood. Said meetings shall be held at the Mason District Governmental Center, schedule permitting, or at another mutually agreed location. Fewer than four meetings during the year or none at all is permissible subject to mutual agreement.

14. A telephone number shall be posted near the front door of the dwelling unit that may be called to submit complaints, suggestions or concerns twenty-four hours per day .

15. Routine maintenance shall include a pick-up of trash and litter on the property at least once a week.

16. Outdoor construction shall only be permitted between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 4:00 p.m. on Saturday. Outdoor construction shall not be permitted on Sunday.

17. A. Tree Preservation: The applicant shall submit a Tree Preservation Plan and Narrative as part of the first and all subsequent site or minor 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 UFMD.

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 located within the tree save area living or dead with trunks 12 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) and 25 feet outside of the proposed limits of clearing, in the undisturbed area and within 10 feet of the proposed limits of clearing in the area to be disturbed. All trees inventoried shall be tagged in the field so they can be easily identified. If permission is not allowed from the offsite property owner to tag trees, it shall be noted on the tree preservation plan by providing written documentation between the applicant and the offsite property owner. The tree preservation plan shall provide for the preservation of those areas shown for tree preservation, those areas outside of the limits of disturbance 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 12-0507 and 12-0509. Specific tree preservation activities that will maximize the survivability of any tree identified to be preserved, such as: crown pruning, root pruning, mulching, fertilization, compost tea, Cambistat, radial mulching, notes and details for asphalt removal around trees, and others as necessary, shall be included in the plan."

B. Limits of Clearing and Grading: The Applicant shall conform strictly to the limits of clearing and grading 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 Plat, 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.

C. 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" condition below.

D. Root Pruning: The Applicant shall root prune, as needed to comply with the tree preservation requirements of these development conditions. All treatments shall be clearly identified, labeled, and detailed on the erosion and sediment control sheets of the site 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 - 24 inches.
- Root pruning shall take place prior to any clearing and grading, or demolition of structures.
- Root pruning shall be conducted with the supervision of a Certified Arborist or Registered Consulting Arborist.
- An UFMD, DPWES, representative shall be informed when all root pruning and tree protection fence installation is complete.

E. Native Species Landscaping: All landscaping provided shall be native to the middle Atlantic region to the extent feasible as determined by UFMD. In addition, the quality and quantity of landscaping provided shall be in substantial conformance with the SE Plat, and consist primarily of native species as reviewed and approved by UFMD.

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 required Non-Residential Use Permit (Non-RUP) through established procedures, and this Special Exception Amendment shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception amendment shall automatically expire, without notice, thirty (30) months after the date of approval unless a new (Non-RUP) has been issued to reflect this special exception amendment. 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 Amendment. 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:**

- Waived the transitional screening and barrier requirements along the northern, western and eastern property boundaries in favor of the existing wood fence shown on the SE Plat

- Waived the trail requirements along Columbia Pike in favor of the existing side walk along the service drive

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova
Supervisor Penelope Gross, Mason District
Tim Shirocky, Acting 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
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Michael Davis, Section Chief, Transportation Planning Division
Donald Stephens, 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
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

2016-1535

FAIRFAX COUNTY
RECEIVED
OCT 31 2016
DIVISION OF
ZONING ADMINISTRATION

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

WALSH COLUCCI
LUBELEY & WALSH PC

October 31, 2016

RECEIVED
Department of Planning & Zoning
NOV 01 2016
Zoning Evaluation Division

***Via Hand Delivery***

Leslie B. Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning & Zoning
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

ATTACHMENT 3

Re: SE 2014-MA-003
Applicant: Kenneth H. Fisher
Fairfax County Tax Map Reference: 61-3 ((13)) 224

Dear Ms. Johnson:

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

The referenced special exception application was approved by the Board of Supervisors at its hearing held on July 29, 2014. The approval was granted subject to seventeen (17) development conditions and a requirement that a Non-Residential Use Permit (Non-RUP) be issued within thirty (30) months of the approval date. Therefore, the special exception is due to expire, without notice, on January 29, 2017. On behalf of the Applicant, I hereby request twenty-four (24) months of additional time to obtain the Non-RUP.

The Applicant is a non-profit organization and inexperienced in the process of obtaining permits and approvals associated with zoning and land use. In addition, the Applicant is reliant on donations, grants and other inconsistent sources of funding. As a result of these factors, the implementation of the approval has taken longer than anticipated. The complexity and length of time associated with the implementation process was unforeseen by the Applicant at the time of approval.

I would appreciate the acceptance of this letter in accordance with Section 9-015 of the Zoning Ordinance as a request for twenty-four (24) months of additional time to obtain a Non-RUP as required by the conditions associated with SE 2014-MA-003. Twenty-four (24) months of additional time will ensure the receipt of permits, completion of all required improvements, and satisfaction of all development conditions. There have been no changes in circumstances that would render the approval of additional time inconsistent with the public interest.

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

Very truly yours,

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

Lynne J. Strobel

LJS:kae
cc: Gayan Peart
Ken Fisher

{A0730345.DOCX / 1 Johnson Ltr re: Request for Additional Time 000820 000002}

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 9

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Commercial Vehicles in Residential Districts

ISSUE:
This proposed Zoning Ordinance Amendment is on the 2016 Zoning Ordinance Amendment Work Program and is intended to codify existing interpretations of Zoning Ordinance provisions related to parking commercial vehicles in residential districts and to clarify what constitutes a commercial vehicle. The proposed amendment will provide clarity to citizens and staff as to what specific commercial vehicles are prohibited from parking at dwelling units in residential districts.

RECOMMENDATION:
The County Executive recommends the authorization of the proposed amendment by adopting the resolution set forth in Attachment 1.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise the proposed Planning Commission public hearing on February 22, 2017, at 8:15 p.m., and the proposed Board of Supervisors public hearing on April 4, 2017, at 4:00 p.m.

BACKGROUND:
The enforcement and implementation of the commercial vehicle provisions have been somewhat problematic as it can be difficult to determine what constitutes a commercial vehicle. In addition, there have been a number of appeals of Notices of Zoning Violations concerning commercial vehicles that have been considered by the Board of Zoning Appeals (BZA). Some of the issues and concerns that have arisen are whether the vehicle is used for commercial or personal purposes; the fact that many vehicles used for personal purposes exceed a carrying capacity of 1,500 pounds; whether the Zoning Ordinance adequately describes the permitted size of the commercial vehicle; and whether the vehicle exceeds the weight limit specified in the Zoning Ordinance. In addition, the portion of the commercial vehicle definition referring to the display of advertised lettering must be modified to comply with a recent United States Supreme Court decision. Finally, the growth of the transportation network companies, such as Uber and Lyft, has created a class of vehicles that, while used in part for commercial purposes, retain the appearance of personal vehicles. . For the reasons listed above, the BZA has requested that consideration be given to clarifying the commercial vehicle zoning regulations. Staff from the Department of Code Compliance (DCC) enforces

these regulations and has also recommended that these provisions be clarified. Specifically, the amendment:

(1) Modifies the commercial vehicle definition to delete the carrying capacity criterion for being deemed a commercial vehicle; and replace the display of advertising lettering criterion with a criterion that requires the vehicle to bear or display indicators that the vehicle is designed or used for commercial purposes, including, but not limited to box trucks, step vans or vehicles specifically designed to carry tools and/or special equipment, regardless of capacity.

(2) Modifies the commercial vehicle definition to state that commercial vehicles do not include vehicles actively providing delivery, repair or moving services; or vehicles primarily used for the noncommercial transport of passengers which may display Virginia Department of Motor Vehicles issued transportation network company identifications or other small emblems and do not include any other commercial indicators.

(3) Revises the list of commercial vehicles that are prohibited as an accessory use to a dwelling unit in a residential district to replace wreckers with a gross weight of 12,000 pounds or more with all towing and recovery vehicles and to specifically prohibit: vehicles exceeding a certain length, width or height; vehicles carrying commercial freight in plain view; trailers used for transporting equipment whether attached or unattached to another vehicle; and vehicles with three or more axles.

A more detailed discussion is set forth in the Staff Report, enclosed as Attachment 2.

REGULATORY IMPACT:
The proposed amendment will facilitate the implementation and enforcement of the Zoning Ordinance commercial vehicle provisions in residential districts by providing clarity as to what constitutes a commercial vehicle and to specifically state what commercial vehicles are prohibited from parking at dwelling units in residential districts. This amendment will benefit both citizens and staff.

FISCAL IMPACT:
The proposed amendment will not have a fiscal impact as it can be implemented using existing resources.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution
Attachment 2 – Staff Report

Board Agenda Item
January 24, 2017

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Leslie B. Johnson, Zoning Administrator, DPZ
Elizabeth Perry, Senior Deputy Zoning Administrator, Department of Code Compliance

**ATTACHMENT 1**

# RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on January 24, 2017, at which meeting a quorum was present the following resolution was adopted:

WHEREAS, the enforcement and implementation of the Zoning Ordinance provisions that regulate the parking of commercial vehicles at each dwelling unit in residential districts have been problematic, as it can be difficult to determine what constitutes a permitted commercial vehicle;

WHEREAS, there have been a number of appeals of Notices of Zoning Violation concerning commercial vehicles on residential properties that have been considered by the Board of Zoning Appeals;

WHEREAS, Chapter 82-5-7 of the County Code was adopted in December 2009, and regulates the parking of commercial vehicles on or adjacent to highways in residential districts, and zoning enforcement staff looks to Chapter 82-5-7 as a guide as to what constitutes a prohibited commercial vehicle under the Zoning Ordinance;

WHEREAS, it is appropriate to codify existing interpretations related to parking commercial vehicles in residential districts and to clarify what constitutes a permitted commercial vehicle; and

WHEREAS, public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to Chapter 112 (Zoning Ordinance) of the County Code.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

FAIRFAX COUNTY

V I R G I N I A

# STAFF REPORT

## PROPOSED ZONING ORDINANCE AMENDMENT

Commercial Vehicles in Residential Districts

## PUBLIC HEARING DATES

**Planning Commission** February 22, 2017 at 8:15 p.m.

**Board of Supervisors** April 4, 2017 at 4:00 p.m.

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

January 24, 2017

MES

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

## STAFF COMMENT

The proposed amendment is on the 2016 Priority 1 Zoning Ordinance Amendment Work Program and is intended to codify existing interpretations of Zoning Ordinance provisions related to parking commercial vehicles in residential areas and to clarify what constitutes a commercial vehicle. The proposed amendment will provide clarity to citizens and staff as to what specific commercial vehicles are prohibited from parking at dwelling units in residential districts.

### Current Zoning Ordinance Provisions

#### Commercial Vehicle Definition

Commercial vehicles are currently defined in Article 20 of the Zoning Ordinance as follows:

> COMMERCIAL VEHICLE: Any vehicle with a rated carrying capacity of 1500 pounds (3/4 ton) or more, and any vehicle, regardless of capacity, which displays advertising lettered thereon or which is licensed as a 'for hire' vehicle. For the purpose of this Ordinance, commercial vehicles shall not be deemed to include any vehicle operated by a public agency except those vehicles set forth in Par. 16A of Sect. 10-102, farm vehicle or equipment located on property used for agricultural purposes, motor home, camping trailer, boat, boat trailer, horse trailer or similar recreational equipment recognized as personal property and not for hire, emergency fuel oil delivery truck which has been approved by the County and/or any public or private vehicle used exclusively for the transportation of persons to and from a school, place of religious worship, or activities related thereto.

A commercial vehicle is defined as either a vehicle with a rated carrying capacity of 1,500 pounds or more, or as a vehicle, regardless of capacity, which displays adverting lettered thereon or which is licensed as a ‘for hire’ vehicle. Certain vehicles, such as recreational vehicles, horse trailers and school buses, are specifically excluded from the definition and therefore, are not commercial vehicles.

#### Permitted and Prohibited Commercial Vehicles

Commercial vehicles are regulated as an accessory use in Article 10. Under Par. 16 of Sect. 10-102, the parking of one commercial vehicle per each dwelling unit in residential districts is permitted as an accessory use and such vehicle must be owned and/or operated by the occupant of the dwelling unit at which the vehicle is parked. In addition, the following commercial vehicles are specifically prohibited from parking in residential districts: food trucks, solid waste collection vehicles, tractors and/or trailers of tractor-trailers, dump trucks, construction equipment, cement-mixer trucks, wreckers with a gross weight of 12,000 pounds or more, or similar such vehicles or equipment. While the Zoning Ordinance states that “similar such vehicles and equipment” to those specifically listed vehicles are also prohibited, it does not explicitly describe these vehicles.

## Background

### Reasons for Amendment

The enforcement and implementation of the commercial vehicle provisions have become increasingly problematic as it can be difficult to determine what constitutes a commercial vehicle. Therefore, the Board of Zoning Appeals (BZA) and the Department of Code Compliance (DCC) have requested clarification of the definition of commercial vehicle.

The BZA has considered a number of appeals of Notices of Zoning Violations concerning commercial vehicles. Some of the issues and concerns that have arisen during these appeals are whether the vehicle is used for commercial or personal purposes; the fact that many vehicles used for personal purposes exceed a carrying capacity of 1,500 pounds; whether the Zoning Ordinance adequately describes the permitted size of the commercial vehicle; and whether the vehicle exceeds the weight limit specified in the Zoning Ordinance.

In addition, a recent United States Supreme Court decision requires the definition of commercial vehicle to be amended to remove the reference to "the display of advertised lettering." Finally, the growth of the transportation network companies, such as Uber and Lyft, has created a class of vehicles that, while used in part for commercial purposes, retain the appearance of personal vehicles.

### Sect. 82-5-7 of the County Code

The Zoning Ordinance regulates commercial vehicles parked at dwelling units on residentially zoned properties. Sect. 82-5-7 of the County Code regulates the parking of commercial vehicles on or adjacent to highways in residential districts and is enforced by the Fairfax County Police Department. On December 7, 2009, the Board of Supervisors (Board) adopted Sect. 82-5-7 to further define what constitutes a commercial vehicle and would be prohibited from parking on the right-of-way in residential areas. This amendment was the result of two discussions with the Board's Transportation Committee and included language to prohibit vehicles of a certain length, height, width, and weight, in addition to other types of vehicles, such as those used for transporting lawn care equipment. A copy of Sect. 82-5-7 is provided as Attachment A.

Although Sect. 82-5-7 pertains only to the parking of commercial vehicles on or adjacent to highways in residential district, these provisions have been used for guidance in administering the Zoning Ordinance commercial vehicle provisions. Par. 16A of Sect. 10-102 of the Zoning Ordinance lists commercial vehicles that are specifically prohibited in association with dwelling units in residential districts and includes the phrase "similar such vehicles or equipment". A 2010 interpretation of the Zoning Ordinance used the dimensional size limitations contained in Sect. 82-5-7 to clarify the meaning of "similar such vehicles or equipment." Zoning enforcement staff has used the 2010 interpretation to issue Notices of Violation for prohibited vehicles in residential districts. Three of these Notices of Violation have been appealed and the BZA upheld two. Recently, however, the BZA overturned the Zoning Administrator, finding that a six ton dump truck was not a commercial vehicle because it was used strictly for personal use by the owner. Therefore, staff recommends that the Zoning Ordinance be amended to codify the 2010 interpretation and to

provide additional clarification as to what constitutes a commercial vehicle.

**Development Process Committee**

On October 5, 2016, staff provided a briefing on the proposed amendment to the Board's Development Process Committee meeting. At the meeting, staff was asked to respond to four questions. The first question was whether the proposed commercial vehicle Zoning Ordinance amendment was fully consistent with Sect. 82-5-7 regarding the prohibitions of parking commercial vehicles within the right-of-way of residential districts. In response, staff compared the proposed amendment with Sect. 82-5-7, and the proposed amendment has been modified to encompass the majority of the prohibited vehicles listed in Sect. 82-5-7. However, it is recognized in the proposed amendment that some vehicles that may be appropriate for parking on the street may not be appropriate on private property. For example, it may be appropriate to prohibit all tow trucks and wreckers, not just those in excess of 12,000 pounds, from residential properties, because tow trucks are not residential in character. In addition, certain types of vehicles prohibited from the right-of-way may be appropriate for large lot residential areas, such as horse trailers or farm vehicles. Finally, staff believes it appropriate to prohibit all trailers used for commercial purposes on residentially zoned properties and not just prohibit trailers used for lawn equipment as specified in Sect. 82-5-7 as such trailers may not be in character with the residential development.

The second question posed to staff was whether covering freight with a tarp or other covering would be considered "carrying freight in plain view" with regard to enforcement. Freight that is covered by a tarp is not considered to be freight in plain view. However, such freight would be deemed outside storage under Par. 24 of Sect. 10-102 of the Zoning Ordinance. Outdoor storage in a residential district is a permitted accessory use provided that such storage is located on the rear half of the lot, is screened from the view from the first story window of any neighboring dwelling, and the total area for such outdoor storage does not occupy more than 100 sq. ft. Outdoor storage in residential districts that does not meet these limitations would constitute a zoning violation.

The third question was whether someone could park a fleet of taxis on the street in a residential district. Under Sect. 82-5-7, one resident of each single-family dwelling unit in a residential district may park one taxi on the street. Therefore, a fleet of taxis could not be parked on a street in a residential district, except in the unlikely event each taxi were associated with a different house on the street.. Furthermore, a taxi is considered a commercial vehicle in the Zoning Ordinance and only one commercial vehicle, including taxis, can be parked at each dwelling unit in residential districts.

The fourth question pertained to whether there are any time restrictions regarding parking of commercial vehicles in residential areas in Sect. 82-5-7 or the Zoning Ordinance. Under Sect. 82-5-7, moving vehicles can be parked on the roadway within 48 hours after executing a leasing contract. Although there are currently no commercial vehicle time limitations in residential districts in the Zoning Ordinance, staff believes that it may be appropriate to allow vehicles actively providing delivery, repair or moving services on a temporary basis as such vehicles are necessary and expected in residential districts.

**Proposed Amendment**

**Modify Commercial Vehicle Definition**

The commercial vehicle definition would be revised to include vehicles which display indicators that the vehicle is designed or used for commercial purposes or which is licensed as a 'for hire' vehicle. The 1,500 pound carrying capacity would be deleted from the definition as many personal vehicles, such as large sports utility vehicles, vans and pick-up trucks, exceed the 1,500 pound carrying capacity. As was previously discussed, the reference to lettering has been deleted in response to a recent United States Supreme Court decision. Rather a commercial vehicle must bear or display indicators that the vehicle is designed for commercial purposes. Examples of vehicles with commercial indicators may include box trucks, step vans and vehicles specifically designed to carry tools and/or specialized equipment. Lettering could be an indicator, but not the only indicator that a vehicle is a commercial vehicle. Vehicles, such as taxis and limousines that are licensed by the Virginia Department of Motor Vehicles (DMV) as 'for hire' vehicles, would still be commercial vehicles.

The commercial vehicle definition would continue to specify that the following vehicles are not commercial vehicles: (a) vehicles operated by a public agency – such as fire trucks, police cars, etc.; (b) farm vehicles or equipment used for agricultural purposes; (c) recreational equipment including boats, horse trailers, and recreational vehicles that are recognized as personal property and not for hire; and (d) vehicles used exclusively for the transporting of persons to and from schools or places of worship. Emergency fuel oil delivery trucks have been removed from the list of non-commercial vehicles and have been replaced with vehicles actively providing delivery, repair or moving services. These vehicles were added in recognition that such commercial vehicles are required to provide necessary services in residential districts and would only be permitted for a very limited time period. Finally, it is recognized that Uber and Lyft vehicles are becoming more prevalent and such vehicles are primarily used as personal vehicles. Therefore, it may be appropriate to allow such vehicles on residential properties. However, such vehicles are required by DMV to have notations on license plates or small emblems that could be viewed as commercial indicators under the proposed definition. Therefore, the proposed amendment would add an item to the list of vehicles that are not considered to be commercial vehicles that includes vehicles primarily used for the non-commercial transport of passengers which may display DMV issued transportation network company identifications or other small emblems and do not include any other commercial indicators.

**Clarify Prohibited Commercial Vehicles**

The proposed amendment would still allow the parking of one commercial vehicle per dwelling unit as a permitted accessory use provided that such commercial vehicle is owned and/or operated only by the occupant of the dwelling unit at which it is parked. In addition, the commercial vehicles identified in the bullet points below would be prohibited from parking in a residential district:

- Food trucks, solid waste collection vehicles, tractors and/or trailer of tractor-trailers, dump trucks, construction equipment, cement-mixer trucks, and towing and recovery vehicles.

This is basically the same prohibition that exists in the current Zoning Ordinance, except that the term 'wreckers' has been replaced with 'towing and recovery vehicles' which is the terminology used in Sect. 82-5-7 and by DMV. In addition, towing and recovery vehicles of any weight would be prohibited and not just 'wreckers' exceeding 12,000 pounds. The removal of the weight limitation adds clarity to the definition of prohibited vehicles, as in the past there was some uncertainty whether the weight limitation applied only to wreckers or if it also applied to the other vehicles contained on the prohibited vehicles list.

- Vehicles, including any appurtenances attached to the vehicle, that are greater than 21 feet in length, 8 feet in height or 8½ feet in width.

The height, length and width dimensions are the same as those contained in Sect. 82-5-7. It is noted that the dimensions include any attached appurtenances and include such things as ladders, racks, hoists, etc. Having exact dimensions that can be measured with a tape measure are easy to understand and therefore, facilitate interpretation and enforcement of these provisions.

- Vehicles carrying commercial freight in plain view.

As was noted earlier, this would not include vehicles carrying freight that is covered by a tarp. However, given that such freight would be considered outside storage, the outside storage provisions of the Zoning Ordinance would adequately address vehicles carrying commercial freight that is covered by a tarp.

- Trailers used for transporting equipment whether attached or unattached to another vehicle.

As was noted earlier, Sect. 82-5-7 only regulates trailers that are used for transporting landscaping and lawn equipment. Whereas this may be appropriate on roadways, staff believes that this prohibition should include trailers used for transporting any commercial equipment on private property.

- Vehicles with 3 or more axles.

This limitation is consistent with Sect. 82-5-7.

- Vehicles or equipment that are similar to the above paragraphs.

Because the above list may not be all inclusive, this last item was added in order to provide interpretative flexibility.

**Conclusion**

The enforcement and implementation of the commercial vehicle provisions have been somewhat problematic over time as it can be difficult to determine what constitutes a commercial vehicle. The BZA as well as staff from DCC, who enforce the commercial vehicle zoning regulations, have recommended that the commercial vehicle provisions in residential districts be clarified. The proposed amendment would codify existing interpretations of Zoning Ordinance provisions related

to parking commercial vehicles in residential areas and would clarify what constitutes a commercial vehicle. Given that the proposed amendment will improve clarity to citizens as to what specific commercial vehicles are prohibited from parking on private property in residential areas and will assist in the enforcement of such provisions, staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

**PROPOSED AMENDMENT**

***This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of January 24, 2017 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.***

**Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, Definitions, by modifying the COMMERCIAL VEHICLE definition to read as follows:**

COMMERCIAL VEHICLE: ~~Any~~ Vehicles ~~with a rated carrying capacity of 1500 pounds (3/4 ton) or more, and any vehicle, regardless of capacity,~~ which bear or displays ~~advertising lettered thereon~~ indicators that the vehicle is designed or used for commercial purposes, including but not limited to box trucks, step vans, or vehicles specifically designed to carry tools and/or specialized equipment, regardless of capacity, or which is licensed as a 'for hire' vehicle. For the purpose of this Ordinance, commercial vehicles shall not be deemed to include (1) ~~any~~ vehicles operated by a public agency except those vehicles set forth in Par. 16~~A~~B of Sect. 10-102; (2) ~~any~~ farm vehicles or equipment located on property used for agricultural purposes; (3) motor homes, camping trailers, boats, boat trailers, horse trailers or similar recreational equipment recognized as personal property and not for hire; (4) ~~emergency fuel oil delivery truck which has been approved by the County~~ vehicles actively providing delivery, repair or moving services; (5) ~~and/or~~ public or private vehicles used exclusively for the transportation of persons to and from a school, place of ~~religious~~ worship, or activities related thereto; (6) and vehicles primarily used for the non-commercial transport of passengers which may display Virginia Department of Motor Vehicles issued transportation network company identifications or other small emblems and do not include any other commercial indicators.

**Amend Article 10, Accessory Uses, Accessory Service Uses and Home Occupations, Part 1, Accessory Uses and Structures, Sect. 10-102, Permitted Accessory Uses, by modifying Par. 16 to read as follows:**

Accessory uses and structures shall include, but are not limited to, the following uses and structures, provided that such use or structure shall be in accordance with the definition of Accessory Use contained in Article 20.

16. Parking of one (1) commercial vehicle per dwelling unit in an R district subject to the following limitations:

A. ~~No food truck, solid waste collection vehicle, tractor and/or trailer of a tractor-trailer, dump truck, construction equipment, cement-mixer truck, wrecker with a gross weight of 12,000 pounds or more, or similar such vehicles or equipment shall be parked in any R district.~~ Any commercial vehicle parked in an R district shall be owned and/or operated only by the occupant of the dwelling unit at which it is parked.

B. ~~Any commercial vehicle parked in an R district shall be owned and/or operated only by the occupant of the dwelling unit at which it is parked.~~ The following commercial vehicles shall be prohibited from parking in an R district:

(1) Food trucks, solid waste collection vehicles, tractors and/or trailers of ~~a~~ tractor-trailers, dump trucks, construction equipment, cement-mixer trucks, and towing and recovery vehicles;

(2) Vehicles, including any appurtenances attached to the vehicle, that are greater than twenty-one (21) feet in length, eight (8) feet in height, or eight and a half (8 ½) feet in width;

(3) Vehicles carrying commercial freight in plain view;

(4) Trailers used for transporting equipment whether attached or unattached to another vehicle;

(5) Vehicles with three (3) or more axles; or

(6) Vehicles or equipment that are similar to Paragraphs (1) through (5) above.

- **Section 82-5-7. - Parking commercial vehicles in residential districts.**

(a)

No person shall park any motor vehicle, trailer or semitrailer on or adjacent to the highways of the County when such person parks any such motor vehicle, trailer or semitrailer for commercial purposes. The provisions of this subsection shall not apply to (1) any commercial vehicle when picking up or discharging passengers or (2) utility generators located on trailers and being used to power network facilities during a loss of commercial power.

(b)

No person shall park any commercial vehicle on the highways of the County in areas zoned for residential use. However, one resident of each single-family dwelling unit zoned for residential use may park one vehicle licensed and registered in the Commonwealth of Virginia as a taxicab or limousine on such highways, provided other vehicles are permitted to park thereon, and the provisions of this Subsection do not apply to a commercial vehicle when picking up or discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location. For the purposes of this Subsection, the following terms have the meanings ascribed to them below:

"Commercial vehicle" means: (1) any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semitrailer; (2) any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold; (3) any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle; (4) any vehicle licensed for use as a contract carrier or as a limousine; (5) any vehicle more than 21 feet in length or more than eight feet in height including appurtenances attached to the vehicle, or with a width of 102 inches or more, or with a gross weight of 12,000 or more pounds, other than: commercial vehicles used by a public service company, as defined in § 56-1 or by others working on its behalf; watercraft and motor homes; school buses used on a current and regular basis to transport students; clearly marked privately owned vehicles displaying accessible parking placards or license plates, not for hire, driven by or used for transport of persons with disabilities; commercial vehicles used in the provision of cable television service as defined in § 15.2-2108.1; moving vehicles, within 48 hours of execution of the leasing contract; or commercial vehicles used in the provision of propane gas service; (6) any vehicle carrying commercial freight in plain view; (7) any trailer, semitrailer, or double axle utility trailer, regardless of whether a state safety inspection is required, except those designed to be used as a camper trailer or boat trailer or a single axle utility trailer, regardless of whether such trailer or semitrailer is attached to another vehicle; or (8) any vehicle with three or more axles.

"Utility trailer" means: A small non-motorized trailer which is generally pulled by a motorized vehicle and features an open-top rear cargo area.

"Areas zoned for of residential use" includes all areas of the County which have been zoned to a zoning classification which permits one or more residential dwelling units. The zoning boundaries shall be used in the enforcement of the requirements of this Subsection. However, in any case in which a highway serves as the boundary between an area zoned for residential use and an area zoned for another use, then the centerline of that highway shall be considered as the boundary between the area zoned for residential use and the area zoned for another use. In such cases, the prohibitions of this Subsection shall apply only to the side of the highway that abuts the area zoned for residential use except as otherwise provided in Section 82-5-37(5). In any case in which a service road or frontage road is adjacent to an area zoned for residential use, then the prohibitions of this Subsection shall apply to the side of the highway that abuts the area zoned for residential use except as otherwise provided in Section 82-5-37(5).

(3-13-63; 1961 Code, § 16-122.1; 2-79-82; 47-86-82; 30-97-82; 38-04-82; 53-09-82; 35-10-82.)

Board Agenda Item
January 24, 2017

ADMINISTRATIVE – 10

Extension of Review Period for 2232 Application (Hunter Mill District)

ISSUE:
Extension of review period for 2232 application to ensure compliance with review requirements of *Section* 15.2-2232 of the *Code of Virginia.*

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: FS-H16-41.

TIMING:
Board action is required on January 24, 2017, to extend the review period of the application noted above before its expiration date.

BACKGROUND:
Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission." The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review period for the following application should be extended:

| | |
|---|---|
| FS-H16-41 | AT&T Mobility Corporation<br>11800 Sunrise Valley Drive<br>Reston, VA<br>Hunter Mill District<br>Accepted November 8, 2016<br>Extend to April 7, 2017 |

Board Agenda Item
January 24, 2017

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning, DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ
Douglas W. Hansen, Senior Planner, Facilities Planning Branch, Planning Division, DPZ

Board Agenda Item
January 24, 2017

ADMINISTRATIVE – 11

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Infrastructure Replacement Program - Conveyance System Rehabilitation - Misc (Providence District)

ISSUE:
Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project SD-000034, Conveyance System Rehabilitation, Fund 400-C40100, Stormwater Services.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for February 14, 2017, at 4:00 p.m.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

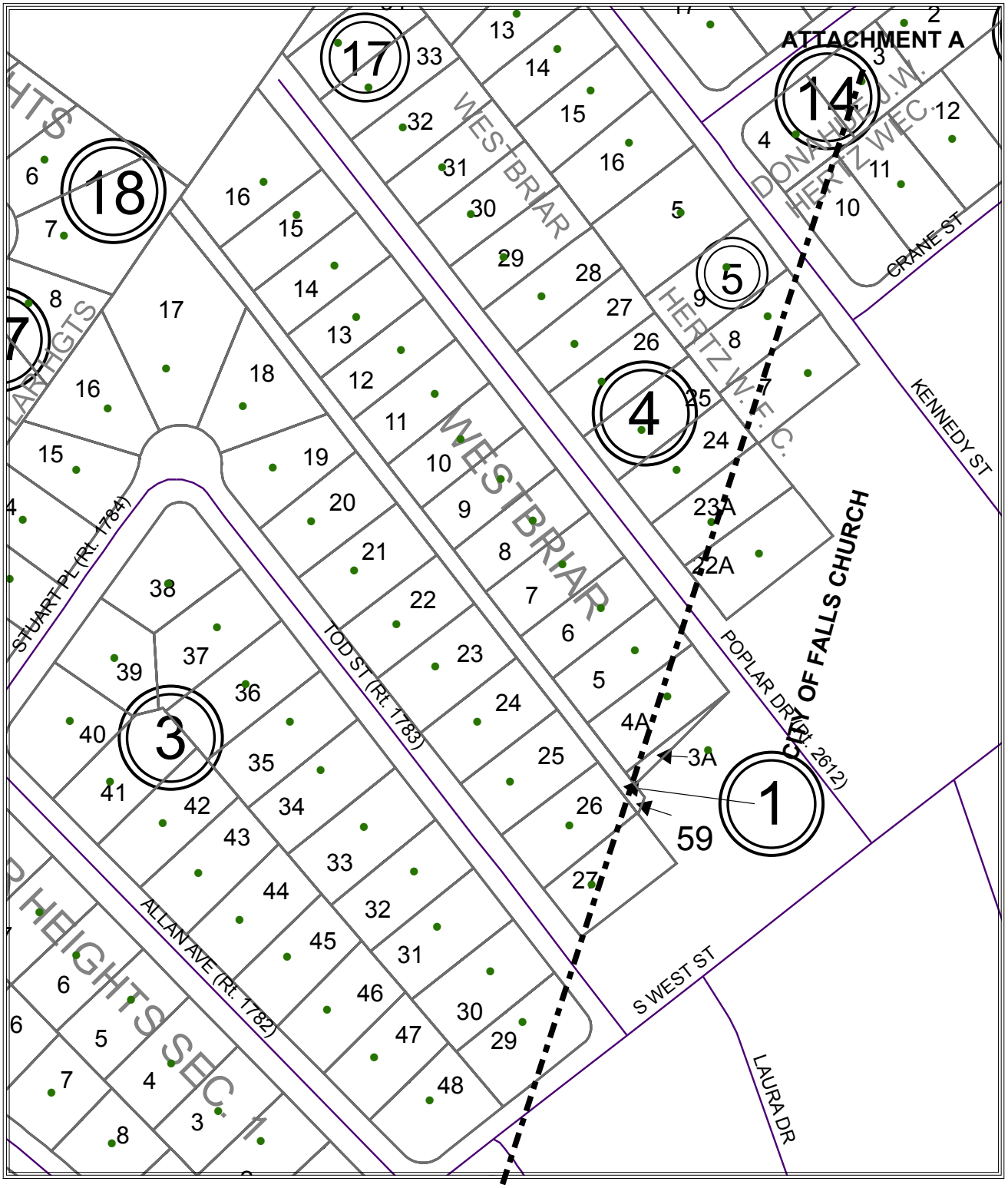
BACKGROUND:
This project consists of the installation of a cured-in-place liner to repair an underground storm drainage pipe located in the rear of several properties on Tod Street as shown on Attachment A. This method of repair requires no land disturbance and will extend the life of the pipe by more than 50 years. The storm drainage facilities were installed in the late 1940's, but land rights to maintain these facilities were not conveyed to the County at that time.

The acquisition of Storm Drainage Easements are required on seven (7) properties and negotiations are in progress with the affected property owners. However, one of the properties involves known and unknown heirs. Because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in an accelerated manner.

FISCAL IMPACT:
Funding is available in Project SD-000034, Conveyance System Rehabilitation, Fund 400-C40100, Stormwater Services. This project is included in the FY2017 - FY2021 Adopted Capital Improvement Program (with Future Fiscal Years to 2026). No additional funding is being requested from the Board.

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

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




# CONVEYANCE SYSTEMS REHABILITATION - MISC

**Project SD-000034-040**

**Tax Map: 50-1** **Providence District** **Scale: Not to Scale**

**Affected Properties:**

**Proposed Improvements:**

ATTACHMENT B

LIST OF OUTSTANDING AFFECTED PROPERTIES
AS OF NOVEMBER 17, 2016
Project SD-000034-040
Conveyance System Rehabilitation - Misc
(Providence District)

PROPERTY OWNER(S)

1. UNKNOWN HEIRS OF LENA SEWALL STAPLES 050-1-01-0059

   Address:
   Right-of-Way Behind Lots 17 Through 27 Tod Street

2. Dan L. Chadwick 050-1-03-0020
   Patricia Mott

   Address:
   7226 Tod Street, Falls Church, Virginia 22046

3. Edd N. Williams, Jr. 050-1-03-0021
   Shirley M. Williams

   Address:
   7224 Tod Street, Falls Church, Virginia 22046

4. Raven Saks Molloy 050-1-03-0022
   David G. Molloy

   Address:
   7222 Tod Street, Falls Church, Virginia 22046

5. David Horgan 050-1-03-0023
   Miriam Horgan

   Address:
   7220 Tod Street, Falls Church, Virginia 22046

6. Chihwei Liu 050-1-03-0024
   Karina Chen
   Yenyen Yu

   Address:
   7218 Tod Street, Falls Church, Virginia 22046

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 12

Authorization to Advertise a Public Hearing to Execute a New Cooperative Agreement Between Fairfax County Board of Supervisors and the Towns of Vienna and Herndon to Share Stormwater Service District Fees and Responsibility for Related Services

ISSUE:
Board authorization to advertise a public hearing to adopt an ordinance approving the execution of the attached cooperative agreement with the Towns of Vienna and Herndon to address stormwater management issues on a regional basis and to share revenues collected through the Stormwater Service District from properties within the Towns.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing to execute a new agreement with the Towns of Vienna and Herndon to share revenues collected through the Stormwater Service District and to implement a regional approach to meeting state and federal stormwater requirements.

TIMING:
The public hearing will be scheduled for February 28, 2017 at 4:30 p.m. The Councils of both of the Towns of Vienna and Herndon have formally approved the recommended agreement.

BACKGROUND:
The County's Stormwater Service District currently includes the Towns of Vienna and Herndon, and property owners within the Towns are billed at the same rate as other property owners within the unincorporated parts of the County. The Towns hold Municipal Separate Storm Sewer System (MS4) permits from the state, and are required by their permits to implement stormwater quality management projects in accordance with state and federal regulations. In July 2012, the Virginia General Assembly passed Virginia Code § 15.2-2303.3, which requires the County to provide the Towns all the funds collected from properties within the Towns pursuant to the Stormwater Service District fee if the Towns request these funds.

Pursuant to Board approval, the County executed separate cooperative agreements with the Town of Vienna and Town of Herndon on April 1, 2014. The cooperative agreements allocated to the Towns a percentage of the revenue from Stormwater Service District fees collected in the Towns and developed a coordinated regional

approach to provide more cost effective and environmentally sound approaches to management of stormwater in compliance with MS4 permits.

The new agreement, which is a three-party agreement that would supersede the previous agreements, improves our regional approach to meet state and federal stormwater requirements. It also clarifies how projects will be selected, implemented, maintained, and how the pollutant reduction benefits will be shared among the jurisdictions to satisfy their respective Total Maximum Daily Load (TMDL) requirements. The Vienna and Herndon Town Councils have approved the new agreement

The financial obligations in the original cooperative agreements with the Towns do not change in the new agreement. The County will continue to bill and collect the Stormwater Service District fees from property owners within the unincorporated parts of the County and the Towns. The Towns will receive 25% of the revenues collected from their respective residents, and such funds must be used to provide stormwater services similar to the stormwater management services that the County provides its residents. The County will use the remaining 75% of the revenues collected from within the Towns to implement and maintain projects on a countywide basis to meet all three localities' requirements under the Chesapeake Bay TMDL and other TMDLs assigned to local waters.

FISCAL IMPACT:
The agreement requires that the County provide the Towns of Vienna and Herndon 25% of the Stormwater Service Districts fees collected from properties within each of the respective Towns, amounting to C $526,400 for Fiscal Year 2016. Pursuant to the agreement, the County is responsible for implementing projects to meet the County's and Towns' TMDL requirements under their respective MS4 permits.

ENCLOSED DOCUMENTS:
Attachment 1: Staff Report
Attachment 2: Cooperative Agreement
Attachment 3: Ordinance Authorizing Execution of Cooperative Agreement

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

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

# STAFF REPORT

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- [√] PROPOSED COUNTY CODE AMENDMENT
- [ ] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Authorization of a proposal to consolidate two separate agreements with the Towns of Vienna and Herndon into a single agreement with the Towns of Vienna and Herndon to address stormwater on a regional basis and to share revenues collected through the Stormwater Service District from properties within the Towns.

| | |
|---|---|
| Authorization to Advertise | January 24, 2017 |
| Planning Commission Hearing | |
| Board of Supervisors Hearing | February 28, 2017 |
| Prepared by: | Craig Carinci<br>DPWES - Stormwater<br>(703) 324-5865<br>February 25, 2014 |

STAFF REPORT

A. Issue:

Board of Supervisors' (Board) authorizing the County to execute a new cooperative agreement with the towns of Vienna and Herndon that addresses stormwater management on a regional basis and to share revenues collected through the Stormwater Service District from properties within the Towns.

B. Recommended Action:

Staff recommends that the Board of Supervisors approve the stormwater agreement with the Town of Vienna and Town of Herndon.

C. Timing:

Board of Supervisors' authorization to advertise – January 24, 2017
Board of Supervisors Public Hearing – February 28, 2017

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed agreement was prepared by DPWES and coordinated with the Town of Herndon, the Town of Vieanna, and the Office of the County Attorney.

F. Background:

The Department of Public Works and Environmental Services is recommending that the Board enter into a three-party agreement with the Towns of Vienna and Herndon to share revenues collected from properties within the Towns and to cooperatively implement and operate stormwater improvement projects to meet state and federal water quality mandates. This agreement will replace the cooperative agreements that the County separately executed on April 1, 2014, with the Town of Vienna and Town of Herndon. Those cooperative agreements between the County and each of the Towns allocated to the Towns a percentage of the revenue from Stormwater Service District fees developed a coordinated regional approach to approach to provide more cost effective and environmentally sound approaches to management of stormwater compliance with state and federal permits.

In 2010, the County adopted a Stormwater Service District, which included the Towns, to provide a dedicated funding source to implement programs in response to more stringent federal and state regulatory requirements and oversight. In 2012, the Virginia General Assembly adopted a bill that requires the

County to return to the Towns all Stormwater Service District revenues collected from property within a Town if requested by the Town.

In response to this bill, staff from the County and Towns reviewed options as well as estimates for each community to meet the Chesapeake Bay requirements mandated by the state. The solution recommended to the Town Councils and Board of Supervisors was a coordinated partnership, whereby the County would continue to set the rates and collect the Stormwater Service District Tax from the entire County, including the Towns, implement projects both in the County and within the Towns to meet Chesapeake Bay water quality standards, and provide the Towns 25% of the revenue collected from properties within each Town for stormwater services provided exclusively by the Towns within the Town limits.

It is being proposed to combine the separate agreements into a single, three-party agreement to improve our regional approach to meet state and federal stormwater requirements. The proposed agreement improves how projects will be selected and how the pollutant reduction benefits will be shared among the jurisdictions to satisfy Total Maximum Daily Load requirements. The Vienna and Herndon Town Councils have approved the new agreement.

Va. Code Section 15.2-1300(B) requires that all such agreements be approved by ordinance, and therefore; this item includes an ordinance to that effect.

**COOPERATIVE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS, THE TOWN OF VIENNA, and 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 _____, 2016, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("FAIRFAX"), the TOWN COUNCIL OF VIENNA, VIRGINIA ("VIENNA"), and the TOWN COUNCIL OF HERNDON, VIRGINIA ("HERNDON") (referenced collectively as the "Parties" or "the Governing Bodies", and individually as the "Party").

**WITNESSETH:**

WHEREAS the Towns of Vienna and Herndon (also referenced herein as "the Towns") are located within Fairfax County (also referenced herein as "the County"); and

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

WHEREAS Fairfax County and the Towns are each subject to a Municipal Separate Storm Sewer System ("MS4") permit issued by the Virginia Department of Environmental Quality ("DEQ"); and

WHEREAS FAIRFAX has cooperated with VIENNA and HERNDON to maintain, operate, and improve their respective 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) (Supp. 2016) to levy and collect an annual fee upon any property located within such Service District ("the Service District Fee"); and

WHEREAS the Towns of Vienna and Herndon are located within Fairfax County's Service District; and

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

WHEREAS, pursuant to Va. Code Ann. § 15.2-2403.3 (Supp. 2016), by virtue of the Towns' maintenance of separate MS4 permits and their location within the Service District, the Towns are entitled to the Service District Fee revenues collected by Fairfax County within their respective jurisdictions; and

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

WHEREAS, each MS4 permit, among other things, 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 that identifies the practices, means, and methods that are to be implemented by the permittee to achieve the required pollutant reductions; and

WHEREAS, the Commonwealth's Chesapeake Bay TMDL Watershed Implementation Plan (referred to herein as "the WIP") establishes the total pollutant reduction loads required to achieve the Chesapeake Bay TMDL and the timeframe for MS4-permit jurisdictions to achieve their assigned pollutant reductions; and

WHEREAS, each MS4 permit also requires the development of action plans for other pollutants where a TMDL assigns a wasteload allocation ("WLA") to the permittee; and

WHEREAS, pursuant to their respective MS4 permits, the Towns submitted their initial Chesapeake Bay TMDL Action Plans to DEQ prior to the deadline of October 1, 2015 while the County's initial Chesapeake Bay TMDL Action Plan will be submitted to DEQ prior to the deadline of April 1, 2017. Action plans for other TMDLs are submitted in accordance with the schedule contained in each MS4 permit; 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, the purpose this Agreement, in part, is for the Parties to work cooperatively to satisfy the pollutant load reduction requirements of their current and future MS4 permits by implementing stormwater management practices within the Parties' jurisdiction that reduce the discharge of pollutants; and

WHEREAS, FAIRFAX, VIENNA, or HERNDON 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, VIENNA, and HERNDON have determined and agreed that the best interests of each locality's residents are fulfilled if FAIRFAX utilizes a portion of the Service District Fees collected by FAIRFAX from properties within the Towns to assist the Towns in maintaining, operating, and improving their respective stormwater systems to achieve the goals of effective regional water quality improvement and local initiatives in these localities and to satisfy certain MS4 permit requirements;

**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 HERNDON, and so long as VIENNA and HERNDON qualify to receive the Service District Fees collected by FAIRFAX from properties within the Towns, FAIRFAX, VIENNA, and HERNDON agree as follows:

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

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 separately the total amount of stormwater fee revenues that were actually collected from properties within VIENNA and HERNDON from the amount of stormwater fee revenues collected elsewhere in FAIRFAX (the "VIENNA STORMWATER FEE" and "HERNDON STORMWATER FEE").

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

8. The Parties acknowledge and agree that PAID VIENNA REVENUES and/or PAID HERNDON REVENUES may be more or less than the amount that is actually due and owing to either or both of the Towns, 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 HERNDON REVENUES for a particular fiscal year are determined to have been less than 25% of the actual stormwater fee actually collected for that fiscal year in HERNDON, 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 in HERNDON. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID HERNDON REVENUES.

11. 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.

12. 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.

13. Once FAIRFAX has determined the amount of the actual VIENNA STORMWATER FEE and HERNDON STORMWATER FEE, which shall occur within 90 days of the fiscal year end, FAIRFAX shall forward the respective amounts to the Towns' Mayors in writing ("FINAL ACCOUNTING"). If VIENNA and/or HERNDON disputes the amount of the FINAL ACCOUNTING, then within 30 days of the Mayors' receipt of this FINAL ACCOUNTING, VIENNA and/or HERNDON, 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 and/or

HERNDON fails to dispute the amount of the FINAL ACCOUNTING within 30 days of either Mayor's receipt thereof, then VIENNA and/or HERNDON shall be deemed to have accepted payment of the respective fiscal year's PAID VIENNA REVENUES or PAID HERNDON REVENUES, which shall result in the waiver of any right to request from FAIRFAX any additional amount of the collected STORMWATER FEE REVENUES. VIENNA's and/or HERNDON's waiver of any such balance, however, is conditioned upon FAIRFAX's obligations to VIENNA and/or HERNDON pursuant to this Agreement.

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

15. Under this Agreement, neither VIENNA nor HERNDON is required to expend any of the paid revenues within any specific amount of time. This Agreement does not affect any other authority that VIENNA or 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.

16. If, at any time in the future, either VIENNA or HERNDON becomes unincorporated or ceases to qualify to receive paid revenues for any reason or terminates its stormwater program or ceases to maintain its stormwater systems, none of the previously paid revenues shall be expended for anything other than the maintenance, operation, and improvement of such Town'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.

**TMDL COMPLIANCE AND THE TMDL ADVISORY COMMITTEE**

17. Fairfax, Vienna, and Herndon agree that Fairfax will implement stormwater management practices throughout the County and in the Towns sufficient to achieve the TMDL pollutant load reduction requirements that are incorporated into each Party's respective current and future MS4 permit.

18. A TMDL Compliance Advisory Committee (hereinafter referred to as the "Advisory Committee") shall be established and shall be comprised of one or more representatives from each governing body.

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

20. The Advisory Committee shall:

a. establish, pursuant to each Party's respective MS4 permit, the nitrogen, phosphorus, and sediment (referred to as "pollutants of concern" or "POCs") load reductions necessary for each individual Party to achieve full compliance with the Chesapeake Bay TMDL and the WIP (referred to herein as "the Chesapeake Bay TMDL Endpoint").

b. establish the "TOTAL POLLUTANT REDUCTION," which is the total amount of each POC that the Parties must reduce in order to reach the Chesapeake Bay TMDL Endpoint.

c. establish the percentage of the TOTAL POLLUTANT REDUCTION for which each locality is responsible. That percentage assigned to each Party shall hereinafter be referred to, respectively, as the "FAIRFAX PERCENTAGE," "VIENNA PERCENTAGE," and "HERNDON PERCENTAGE."

d. as determined by the Advisory Committee, the FAIRFAX PERCENTAGE, VIENNA PERCENTAGE, and the HERNDON PERCENTAGE may be established for each POC, an average of POCs, or by another mutually agreed upon methodology that will allocate pollutant reduction credits for projects completed under this Agreement as provided for in paragraph 27 below, in a manner necessary to meet the Chesapeake Bay TMDL Endpoint.

e. establish a watershed-specific FAIRFAX PERCENTAGE, VIENNA PERCENTAGE, and HERNDON PERCENTAGE to allocate pollutant reduction credits for projects implemented within a watershed to meet a non-Chesapeake Bay TMDL Endpoint.

21. VIENNA and HERNDON may at any time provide FAIRFAX with a list of stormwater management projects to be considered for implementation. Before submitting any such project, the submitting Town must thoroughly investigate and analyze each project to ensure that any such project is feasible. Any project submitted before June 30 of each year will be considered by FAIRFAX for implementation during the following fiscal year. If a project is not implemented, it will continue to be considered for implementation in subsequent fiscal years until such time that the project is determined to be infeasible. Selection of projects for implementation and determination of final feasibility are at the sole discretion of the Director of the Fairfax County Department of Public Works and Environmental Services ("Director").

22. By April 1 of each year, the Director will send to the Towns of VIENNA and HERNDON and/or their designees a proposed list of projects within their jurisdiction.

23. Within 30 days after each Mayors' receipt of this list, the Towns shall provide comments and suggestions regarding each project, its timing, and its costs for implementation,

lifetime maintenance, and replacement. If the Towns provide any comments or suggestions, the Director 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 list sent by the Director, the Director and the disputing Town 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.

24. FAIRFAX will pay for the development of the updated Chesapeake Bay TMDL Action Plan for each Town that is due at the beginning of each new MS4 permit cycle. Each Town will be responsible for routine annual updates as required in the MS4 permits. FAIRFAX will also pay for the initial development of other TMDL action plans necessary for compliance with each Town's MS4 permit and any substantial updates to these action plans required in future permit cycles. The action plans will include all information necessary to demonstrate compliance with MS4 permit requirements. Changes or additions to projects identified in the action plans will be reported to each Town annually in accordance with paragraph 31.

25. FAIRFAX shall be solely responsible for implementing projects under this Agreement, excluding the acquisition of any permanent or temporary land rights necessary to construct and maintain a project located within a Town. The Parties may, as necessary, have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

26. A project is subject to this Agreement if it is funded in whole or in part by the Service District Fee and substantially completed on or after July 1, 2009.

27. For each project substantially completed under this Agreement on or after July 1, 2009, whether the project or facility is located within VIENNA, HERNDON, or elsewhere

within Fairfax County, the Parties will receive a pollutant reduction credit for each POC. The reduction credit is determined by applying the VIENNA PERCENTAGE and the HERNDON PERCENTAGE to the estimated total POC load reductions for each project that is substantially completed pursuant to this Agreement (the "VIENNA CREDIT," "HERNDON CREDIT," "FAIRFAX CREDIT," and collectively "REDUCTION CREDITS"). For completed projects and facilities, the REDUCTION CREDITS shall survive any termination of this Agreement provided that the functionality and performance of completed projects are maintained by the jurisdiction in which the project is constructed, unless otherwise agreed to by the Parties.

28. The Party in whose jurisdiction any stormwater management facility or improvement is constructed under this Agreement shall ensure that the long-term maintenance of such facility or improvement is performed as necessary to maintain the functionality and performance thereof. Each party shall ensure long-term maintenance in accordance with Va. Code Ann. § 62.1-44.15.15:27(E)(2) and 9 Va. Admin. Code §§ 25-870-58 and 112. In the event that a Party's failure to maintain a project completed under this Agreement results in a decrease in the amount of POCs removed therefrom, as determined by DEQ, then that Party shall, at its sole cost, maintain or improve the facility to restore the facility to its original functionality.

29. In the event that a Party is unable to meet its load reduction requirement for a specific reporting period, and another Party has exceeded its load reduction requirement, the Director may, with written notification to the Parties, transfer credit from shared credit projects among Parties in a manner to ensure that each Party is able to meet its load reduction requirement. Any such transfer shall be temporary and last only as long as it is needed to address the immediate shortfall. Further, no transfer will occur or stay in force that would result in a donating Party being in non-compliance with an MS4 permit condition.

30. Any Party that completes a stormwater management project from funds not generated by or transferred through Fairfax County shall be entitled to claim all resulting load reduction credits for purposes of satisfying its MS4 permit requirements.

31. FAIRFAX will prepare an annual report that details the activities performed under this Agreement. 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 before the date the annual report is due to DEQ.

**STAFF TRAINING**

32. Without any additional invitation or payment, VIENNA's and/or HERNDON's staff may attend MS4 permit-related training programs that are conducted or hosted by FAIRFAX. FAIRFAX will provide VIENNA and HERNDON with at least one-month's advance notice of such training opportunities.

**TERMINATION**

33. Any Party may terminate this Agreement by resolution of that Party's governing body. Any such resolution shall be at a public meeting with notice in writing to the non-terminating Parties. Notice shall be made at least three weeks in advance of any such meeting to the Mayor(s) or, as applicable, the County Executive, of Fairfax County. After adoption of any such resolution, the terminating Party shall notify the remaining Parties. 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.

34. If this Agreement is terminated by any party other than FAIRFAX, the Agreement shall remain in force as to the remaining parties. The terminating Town shall have responsibility to maintain and replace, as necessary, any facility constructed under this Agreement that is

located within its boundaries and shall assume all liability for such facility. Unless otherwise agreed to by the Parties, neither Town shall have any liability or responsibility for any facility that is located outside of its jurisdictional boundaries and was developed and implemented under this Agreement.

**ADDITIONAL PROVISIONS**

35. This Agreement is integrated and contains all provisions of the Agreement between the Parties.

36. 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.

37. 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.

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

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

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

41. 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.

42. 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.

43. 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:_____
*(Name and Title)*

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

The foregoing Agreement was acknowledged before me by _____ of the Town of VIENNA, this _____ day of _____ 2016 on behalf of the Town of VIENNA.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

TOWN OF HERNDON

By:_____
*(Name and Title)*

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

The foregoing Agreement was acknowledged before me by _____ of the Town of HERNDON, this _____ day of _____ 2016 on behalf of the Town of HERNDON.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

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 _____ of the County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia this _____ day of _____ 2016.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

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

**AN UNCODIFIED ORDINANCE RELATING TO COOPERATIVE AGREEMENTS WITH THE TOWNS OF HERNDON AND VIENNA TO SHARE CERTAIN STORMWATER SERVICE DISTRICT FEES AND RESPONSIBILITIES FOR RELATED SERVICES**

As Adopted on February 28, 2017

**AN UNCODIFIED ORDINANCE** relating to a cooperative agreement between the Fairfax County Board of Supervisors and the Towns of Herndon and Vienna, Virginia, to share certain fees and responsibilities of the countywide stormwater service district, pursuant to the provisions of Va. Code § 15.2-2403.3 (2012).

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

1. That, pursuant to Va. Code § 15.2-1300(B) (2012), the new Cooperative Agreement between the Fairfax County Board of Supervisors and the Town of Herndon, Virginia, and the Town of Vienna, Virginia, that is attached hereto is hereby approved. This agreement is referred to herein as the "Cooperative Agreement." This Cooperative Agreement rescinds and replaces the Cooperative Agreement between the Fairfax County Board of Supervisors and the Town of Herndon, Virginia, and the Cooperative Agreement between the Fairfax County Board of Supervisors and the Town of Vienna, Virginia, that were approved by the Fairfax County Board of Supervisors on March 25, 2014.

2. That the County Executive and/or his designee(s) is hereby authorized and delegated all necessary authority to sign and perform and administer the new Cooperative Agreement on behalf of the Fairfax County Board of Supervisors.

3. That this ordinance shall take effect upon adoption.

GIVEN under my hand this ____ day of _____, 2017.

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

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Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 13

Authorization to Advertise a Public Hearing to Convey Board-Owned Property at 1311 Spring Hill Road to the Fairfax County Park Authority (Dranesville District)

ISSUE:
Authorization of the Board of Supervisors to advertise a public hearing regarding the conveyance of Board-owned property located at 1311 Spring Hill Road in McLean to the Fairfax County Park Authority (FCPA).

RECOMMENDATION:
The County Executive recommends that the Board authorize a public hearing regarding the proposed conveyance of Board-owned property to the FCPA.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise the proposed public hearing on February 28, at 4:30 p.m.

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 rectangular athletic field and practice area. Field usage is scheduled through Neighborhood and Community Services.

The Park Authority has requested the conveyance of the property to permit greater coordination with the recreational groups utilizing the field. The Park Authority will include the property in their inventory and maintain them in accordance with the adopted Park Authority Maintenance Standards. Since the property was originally dedicated to the Board for recreational purposes, the parcel is not subject to the existing Land Bank Agreement between the Board and the Park Authority.

Staff recommends that the conveyance of the property to the Park Authority be subject to the condition that the parcels must be used for public park and stormwater purposes. Staff further recommends that the conveyances be made subject to the County's reservation of the right to assign to public entities, public utilities, or telecommunications or cable television providers the right to construct improvements on the property for the purpose of providing utilities and other public services. Staff also recommends that any public utilities located on the property that are owned and maintained by County agencies, such as sanitary sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

Board Agenda Item
January 24, 2017

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may disposes of any real property. Staff recommends that the Board authorize the staff to advertise a public hearing to convey the Holladay Field to the Park Authority.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map

STAFF:
David J. Molchany, Deputy County Executive
Robert A. Stalzer, Deputy County Executive
Kirk Kincannon, Director, Fairfax County Park Authority
José A. Comayagua, Director, Facilities Management Department

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 14

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Planned Development Housing (PDH) District and Group 5 Special Permit, Commercial Recreation Uses

ISSUE:
The proposed Zoning Ordinance Amendment is not listed on the 2016 Zoning Ordinance Amendment Work Program, but is prepared in response to a request by the Board of Supervisors (Board) to consider allowing certain indoor recreation uses as a secondary use in the PDH District when shown on an approved development plan.

RECOMMENDATION:
The County Executive recommends the authorization of the proposed amendment by adopting the resolution set forth in Attachment 1.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise the proposed Planning Commission public hearing on February 23, 2017, at 8:15 p.m., and the proposed Board public hearing on February 28, 2017, at 4:00 p.m.

BACKGROUND:
The proposed amendment is in response to a request from the Board to consider whether certain indoor commercial recreation uses would be appropriate for inclusion in the list of uses that could be permitted in a PDH District, subject to representation of such uses on an approved development plan. Sect. 6-103 of the Zoning Ordinance identifies certain commercial recreation uses classified under Part 5 of Article 8 as secondary uses that could be allowed in a PDH District. Under the existing regulations, the PDH District currently allows only billiard and pool halls, bowling alleys, commercial pools/courts, health clubs, miniature golf courses and skating facilities. Part 5 of Article 8 also includes the use called “indoor firing ranges, archery ranges, fencing and other similar indoor recreation uses,” which historically has been used to accommodate uses such as indoor “bounce house”/soft play/children’s party facilities and other similar indoor sports/recreation/entertainment types uses under the phrase “and other similar indoor recreation uses.” This use is not permitted in the PDH District and has not been permitted since the adoption of the current Zoning Ordinance in 1978. The proposed amendment would allow this use, excluding “indoor firing ranges” to be located in a PDH District, provided the use is represented on an approved development plan.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 2.

REGULATORY IMPACT:
Allowing commercial recreation uses that are conducted indoors will allow the needs of the residents of the planned development to be met while ensuring the residential character of the planned development will be maintained and protected, through the requirement that such uses must be shown on an approved development plan.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution
Attachment 2 – Staff Report

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Leslie B. Johnson, Zoning Administrator, DPZ
Lily Yegazu, Senior Assistant to the Zoning Administrator, DPZ

**ATTACHMENT 1**

## RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on January 24, 2017, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, the Planned Development Housing (PDH) District allows for certain secondary uses of a commercial nature that primarily serve the needs of the residents of the planned development in which they are located provided such secondary uses are designed to maintain and protect the residential character of the planned development and adjacent residential neighborhoods;

WHEREAS, Sect. 6-103 of the Zoning Ordinance identifies some commercial recreation uses listed under Part 5 of Article 8 as secondary uses that could be allowed in a PDH District but excludes "indoor fining ranges, archery ranges, fencing and other similar indoor reactional activities" classified under Par. 7 of Group 5 Commercial Recreation Special Permit Use;

WHEREAS, historically the Zoning Administration Division has consistently deemed indoor commercial recreation uses that generally included some kind of indoor play, sports, exercise or recreational activities as most similar to a Group 5 Commercial Recreation Special Permit Use under Par. 7 as "indoor firing ranges, archery ranges, fencing and *other similar indoor recreational activities"* (emphasis added);

WHEREAS, the proposed amendment will offer the opportunity to allow family friendly indoor commercial recreational uses to support the residential development in the PDH District while ensuring the residential character of the planned development will be maintained and protected, through the requirement that such uses must be shown on an approved development plan;

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to Chapter 112 (Zoning Ordinance) of the County Code.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT 2

FAIRFAX COUNTY

VIRGINIA

# STAFF REPORT

## PROPOSED ZONING ORDINANCE AMENDMENT

**Articles 6 and 8 – Planned Development Housing (PDH) District and Group 5 Special Permit, Commercial Recreation Uses**

## PUBLIC HEARING DATES

**Planning Commission** February 23, 2017 at 8:15 p.m.

**Board of Supervisors** February 28, 2017 at 4:00 p.m.

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

January 24, 2017

LY

Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 48 hours advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

## STAFF COMMENT

The proposed Zoning Ordinance Amendment is not listed on the 2016 Zoning Ordinance Amendment Work Program (ZOAWP), but is prepared in response to a request by the Board of Supervisors (Board) to consider allowing certain indoor commercial recreation uses as a secondary use in the Planned Development Housing (PDH) District, when shown on an approved development plan. Staff has reviewed the history of commercial recreation uses and Zoning Administrator interpretations associated therewith and based on this review, staff believes there is opportunity to accommodate additional types of indoor commercial recreation uses within the commercial areas of residential developments zoned to the PDH District.

**Current Provisions**

Under the current provisions of Part 5 of Article 8 regarding Special Permits, all of the Group 5 Commercial Recreation Uses are identified as follows:

**8-501 Group 5 Special Permit Uses**

1. Billiard and pool halls.
2. Bowling alleys.
3. Commercial recreation parks, including mechanical or motorized amusement rides/devices.
4. Commercial swimming pools, tennis courts and similar courts.
5. Dance halls.
6. Health clubs.
7. Indoor firing ranges, archery ranges, fencing and other similar indoor recreational uses.
8. Miniature golf courses.
9. Skating facilities.
10. Any other similar commercial recreation use.

Under the current provisions for secondary uses in the PDH District, Sect. 6-103 identifies some of these Group 5 Commercial Recreation Uses as secondary uses that could be allowed in a PDH District. Specifically, only billiard and pool halls, bowling alleys, commercial swimming pools, tennis courts and similar courts, health clubs, miniature golf courses, and skating facilities are permitted and only when such PDH development contains one or more principal uses and when such commercial recreation use is represented on an approved final development plan.

Among other use limitations set forth in Sect. 6-106, secondary uses of a commercial nature in a PDH District must be designed to primarily serve the needs of the residents of the planned development in which they are located and such uses must be designed so as to maintain and protect the residential character of the planned development and adjacent residential neighborhoods, as well. To achieve this criteria, the Zoning Ordinance limits the amount of land area dedicated for all such commercial and office space in a PDH District development to between 200-400 square feet of commercial space per dwelling unit in the development, depending on the specific PDH District (PDH-1 through PDH-40.) As such, typically only larger PDH zoned communities are able to develop a neighborhood shopping center, often inclusive of a grocery store, drug store and neighborhood-serving uses such as restaurants and retail businesses.

**Background**

The proposed amendment is in response to a request from the Board to consider whether certain Group 5 indoor commercial recreation uses would be appropriate for inclusion in the list of uses that could be permitted in a PDH District, when shown on an approved development plan.

Over the past couple of decades, the Zoning Administration Division has addressed public inquiries as to the appropriate use determination for indoor commercial recreation businesses that generally included some type of play, sports, exercise or recreational equipment; provided space for hosting primarily children's parties; may offer courses or training in the specific sport activity or exercise, and provided a commercial opportunity for the public to pay to partake of the specific activity. For example, use determinations have been made for uses such as trampoline parks, facilities with a variety of "bounce houses" and play equipment, indoor rock climbing/rappelling walls, mechanical bull riding, indoor laser tag, bridge and other card game centers, bungee jumping, go-karting, volleyball/soccer/hockey/basketball/ etc., indoor children's playground, music rehearsal studios, hookah/oxygen/cigar bars and facilities for other similar kinds of "free-time" activities.

It is the long-standing determination of the Zoning Administrator that commercial recreation uses that involve a high level of electronic/computerized/mechanized or other such specific equipment that is used by the participants and for uses located outdoors are determined to be a use under Par. 10 of Sect. 8-501, which provides for "any other similar commercial recreation use." Former use determinations under Par. 10 have included an indoor circus/carnival, indoor music festival center, outdoor water slides, bungee jumping from a crane/platform, and an indoor go-karting facility.

On the other hand, the types of uses that typically provide equipment and apparatus of a less mechanized nature, are located indoors, and where a participant can readily partake of the sport or activity without considerable outfitting or with the provision of special equipment has been deemed to be a Par. 7 use of "indoor firing ranges, archery ranges, fencing *and other similar indoor recreational uses*" (emphasis added.) Determinations under Par. 7 have included bounce house / party facilities, competition card playing (Bridge), rentable music rehearsal studios, indoor soccer fields for tournament / league play, hookah bars, and similar uses.

Staff notes that Par. 7 uses are allowed in a much broader range of zoning districts than the uses permitted under Par. 10. Therefore, even though the use category includes indoor fining ranges, such use is often specifically excluded, while the other uses in the paragraph are not. Under the current provisions, the Par. 7 and Par. 10 uses are allowed as follows:

| Use | Allowed By-Right | Allowed by Special Permit | Not Allowed |
|---|---|---|---|
| Par. 7 uses<br>(Indoor firing ranges, archery ranges, fencing and other similar indoor recreational uses) | PDC, PRC<br>(all uses)<br>PRM, PTC<br>(excluding firing ranges)<br>C-7, C-8<br>(excluding firing ranges) | C-3, C-4, C-5<br>(excluding firing ranges)<br>C-6, C-9<br>(all uses)<br>C-7, C-8<br>(for firing ranges)<br>I-3, I-4, I-5, I-6<br>(all uses) | PDH<br>All R Districts<br>C-1, C-2<br>I-I, I-1, I-2 |
| Par. 10 uses<br>(All other similar commercial recreation use) | PDC, PRC<br>PRM, PTC | C-7, C-8, C-9 | PDH<br>All R Districts<br>C-1 thru C-6<br>All I Districts |

* All P Districts require the use to be shown on an approved development plan.

Staff has seen a broader array of commercial recreation use proposals over the past decade. When the commercial recreation industry evolved to include these indoor sports/entertainment/party facilities, staff made the determination that they could be successfully accommodated in the same zoning districts that permitted the Par. 7 commercial recreation uses identified above. For those uses that were proposed outdoors and/or those that reflected a potentially more intense use with greater potential for impacts on adjacent properties, the uses were deemed to be most similar to the Par. 10 use category.

As fully detailed in the background section of this staff report, neither the Par. 7 uses nor the Par. 10 uses are currently permitted in the PDH District, which has been the case since the adoption of the current Zoning Ordinance in 1978.

**Proposed Amendment**

The proposed amendment will provide the opportunity to allow family friendly indoor recreational uses to support the residential development in the PDH District. Specifically, the proposed amendment will allow indoor archery ranges, fencing and other similar indoor recreational uses in the PDH Districts, only when represented on an approved development plan.

The proposed amendment will specifically exclude indoor firing ranges from the PDH Districts. Previously approved PDH developments may be required to obtain a Final Development Plan Amendment (FDPA) and possibly a Proffer Condition Amendment (PCA), where applicable, to allow this new use classification within a previously approved development.

**Conclusion**

Staff believes that the proposed amendment to allow certain indoor recreational uses in the PDH Districts would offer the opportunity to allow family friendly indoor recreational uses to support the residential development in the PDH District. Allowing commercial recreation uses that are conducted indoors will allow the needs of the residents of the planned development to be met

while ensuring the residential character of the planned development will be maintained and protected, through the requirement that such uses must be shown on an approved development plan.

As such, staff recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following adoption.

**PROPOSED AMENDMENT**

***This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of January 24, 2017, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.***

**Amend Article 6, Planned Development District Regulations, to amend Part 1, PDH-Planned Development Housing District, by amending Par. 5 of Sect. 6-103, Secondary Uses Permitted, to read as follows:**

The following secondary uses shall be permitted only in a PDH District which contains one or more principal uses; only when such uses are presented on an approved final development plan prepared in accordance with the provisions of Article 16; and subject to the use limitations set forth in Sect. 106 below.

5. Commercial recreation uses (Group 5), limited to:

    A. Billiard and pool halls

    B. Bowling alleys

    C. Commercial swimming pools, tennis courts and similar courts

    D. Health clubs

    E. Indoor archery ranges, fencing and other similar indoor recreational uses.

~~E.~~ F. Miniature golf courses

~~F.~~ G. Skating facilities

**Amend Article 8, Special Permits, by amending Part 5, Group 5 Commercial Recreation Uses, by amending Par. 1 of Sect. 8-502, Districts in Which Group 5 Uses May be Located, to read as follows:**

**8-501 Group 5 Special Permit Uses** *(provided for information purposes only)*

1. Billiard and pool halls.
2. Bowling alleys.
3. Commercial recreation parks, including mechanical or motorized amusement rides/devices.
4. Commercial swimming pools, tennis courts and similar courts.
5. Dance halls.
6. Health clubs.
7. Indoor firing ranges, archery ranges, fencing and other similar indoor recreational uses.
8. Miniature golf courses.
9. Skating facilities.
10. Any other similar commercial recreation use.

1. Group 5 uses may be permitted by right in the following districts:

PDH District: Limited to uses 1, 2, 4, 6, indoor archery ranges, fencing and other similar indoor recreational uses, 8 and 9 when represented on an approved development plan
PDC District: Limited to uses 1, 2, 4, 6, 7, 8, 9 and 10 when represented on an approved development plan
PRC District: All uses when represented on an approved development plan
PRM District: Limited to uses 1, 4, 6, indoor archery ranges, fencing and other similar indoor recreational uses, 9 and 10 when represented on an approved development plan
PTC District: Limited to uses 1, 2, 4, 5, 6, indoor archery ranges, fencing and other similar indoor recreational uses, 8, 9 and 10 when represented on an approved development plan

C-3, C-4, C-5 Districts: Limited to uses 4 (indoor) and 6
C-6 District: Limited to uses 4 (indoor), 6 and 8 (indoor)
C-7, C-8 Districts: Limited to uses 2, 4 (indoor), 6, archery ranges, fencing and other similar indoor recreational uses, 8 (indoor) and 9 (indoor)
C-9 District: Limited to use 6

Board Agenda Item
January 24, 2017

ADMINISTRATIVE - 15

Authorization to Advertise a Public Hearing on the Proposed Funding Plan for Reston Transportation Projects (Hunter Mill and Dranesville Districts)

ISSUE:
Board authorization to advertise a public hearing on the proposed funding plan for Reston transportation projects (Reston Transportation Funding Plan) as shown in Attachment 1.

RECOMMENDATION:
The County Executive recommends that the Board approve advertisement of a public hearing on the Reston Transportation Funding Plan.

TIMING:
Board action is requested on January 24, 2017, to provide sufficient time to advertise a public hearing to be held before the Board on February 28, 2017, at 4:30 p.m.

BACKGROUND:
On February 11, 2014, the Board of Supervisors adopted the Reston Phase I Comprehensive Plan Amendment (CPA). This amendment included revised land use and additional transportation facilities for the three Reston Transit Station Areas (TSAs): Wiehle-Reston East, Reston Town Center, and Herndon (Attachment 2).

The CPA optimizes development opportunities associated with the availability of mass transit, while maintaining the stability of existing land uses outside of the TSAs. The TSA designation allows a mixture of residential, office, retail and other commercial uses and provides opportunities for joint public-private development.

The CPA envisions these revised land uses will be served by a multi-modal transportation system. To support that vision, the CPA recommended multimodal roadway improvements, a grid network, intersection improvements, and supporting transit service. As a result, on February 11, 2014, the Board directed the Planning Commission (PC) and staff to develop an inclusive process to prepare a funding plan for the transportation improvements recommended in the CPA and return to the Board with staff's recommendations. The Board further directed staff that the funding plan should include arrangements for financing the public share of Reston infrastructure improvements and facilitate cooperative funding agreements with the private sector.

Subsequent to the Board's action, the Hunter Mill District Supervisor appointed a Reston Network Analysis Advisory Group (Advisory Group) to refine the transportation network included in the CPA and develop the funding plan. Although the Board directed the PC to work with staff on the funding plan, the Advisory Board served as a diversified stakeholder group representing various interests in Reston, and in that capacity fulfilled the charge of the PC.

The Advisory Group provided a forum for Fairfax County Department of Transportation staff to receive input and feedback from residents, property owners, and developers on the Reston Network Analysis (analysis of transportation improvements recommended in the CPA) and associated plans. In its feedback, the Advisory Group was most interested in funding options that include both proffer and service district revenue streams. Staff also solicited feedback on the funding plan from the larger community and other stakeholders at a series of public meetings.

Staff prepared the proposed Reston Transportation Funding Plan, in a manner that balances the feedback received, as outlined in Attachments 3 and 4.

An overview of the proposed transportation service district and county road fund was provided at the Board Transportation Committee (BTC) on October 4, 2016 (Attachment 5). On December 1, 2016, staff briefed the PC Transportation Subcommittee on the proposed funding plan, and activities performed by the Advisory Group in considering the various funding options. Further information on the funding plan and staff's proposal for initial service district and road fund rates (Scenario 12) were provided at the BTC on December 13, 2016, and at the Reston Association (RA) Board on December 15, 2016.

At the December 13, 2016, BTC meeting, staff received comments and requests from Board members. A Board member expressed interest in lowering the cost of improvements and requested design information on the projects. The estimates for the improvements are planning level unit based estimates and will be revised as preliminary engineering work commences. Staff will provide the information requested as it becomes available. A request was made for a public meeting on the funding plan to be held in the Herndon TSA. Staff will continue its outreach efforts on the funding plan and will schedule a future public meeting in the Herndon TSA. A suggestion was made to advertise a window of rates, rather than a specific rate for the service district. The intent of this was to provide an opportunity for additional input from citizens and flexibility for the Board. This suggestion was discussed at the Advisory Group meeting on December 19, 2016.

On December 19, 2016, staff presented further feedback from the BTC, RA Board, and presented Scenario 12 to the Advisory Group. The group discussed the recommendation from the December 13, 2016, BTC meeting that the advertisement for the public hearing include a rate window for the service district as opposed to a single rate. The Advisory Group and public attendees instead preferred to recommend a specific rate for advertisement along with the Reston Transportation Funding Plan.

After receiving public comment and discussion, the Advisory Group voted to support Scenario 12. The Advisory Group also recommended that County staff include sunset provisions for the service district and road fund.

Staff developed 12 different scenarios, and believes the recommendation (Scenario 12) best reflects a compromise based on comments received. The main aspects of the proposed funding plan are as follows:

- The Reston Transportation Funding Plan has three categories of improvements:
  - Roadway Improvements;
  - Intersection Improvements; and
  - A Grid of Streets Network.
- Staff has assumed that existing transit resources in Reston and Herndon will be re-allocated to increase feeder and circulation service when Phase II of the Metrorail Silver Line opens. As a result, no additional funding in transit was included in the Reston Transportation Funding Plan.
- Primary responsibility for funding of Roadway Improvements would come from public revenue sources such as federal, state, regional, and local funding allocated by the County for use on countywide transportation projects. These may include:
  - Federal: Regional Surface Transportation Program, Discretionary Grant Programs.
  - State: Smart Scale, Revenue Sharing.
  - Regional: Northern Virginia Transportation Authority (NVTA) 70% Regional Funds.
  - Local: Commercial & Industrial Tax, General Obligation Bonds, NVTA 30% Local Funds.
- Primary responsibility for funding the Grid Network and Intersection Improvements would come from private revenue sources, such as revenues generated within the Reston TSAs and used exclusively for projects in the Reston TSAs. The private funding comprises:
  - In-kind Contributions: construction of grid segments by developers with new development or redevelopment, donation of right-of-way, or services.
  - Road Fund: pooled cash proffers on a per residential unit or per commercial square foot basis of new development for use on the Grid Network.
  - Transportation Service District (to be created): ad-valorem tax, a tax per $100 of assessed value, on all properties within the Reston TSAs.

FISCAL IMPACT:
The proposed Reston Transportation Funding Plan addresses the $2.27 billion (in 2016 dollars) need for infrastructure improvements to support the recommendations in the Reston Phase I Comprehensive Plan Amendment. The proposed plan allocates roughly $1.2 billion of the improvements over 40 years from public funds – federal, state, local, and regional funds that are anticipated for countywide transportation projects. Approximately $1.07 billion of the improvement costs will be raised from private funds – sources of revenue that are generated within the Reston TSAs and used exclusively for transportation projects in the Reston TSAs; this will require creation of a service district fund and County road fund project for management of revenues. It is anticipated that a fund for the service district will be created in FY 2018, and a new project will be created in Fund 30040 (Contributed Roadway Improvements) for the management of these Reston road fund contributions.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Reston Transportation Funding Plan
Attachment 2: Map of Reston TSAs and Funding Plan Transportation Improvements
Attachment 3: High Level Feedback prepared by the Reston Network Analysis Advisory Group
Attachment 4: Feedback on the development of the Reston Transportation Funding Plan, Staff Observations, and Recommendation
Attachment 5: Presentation to the Board Transportation Committee from 10/4/16
Attachment 6: Presentation to the Board Transportation Committee from 12/13/16

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**Staff Recommendations to the Board on the Reston Transportation Funding Plan**
**January 24, 2017**

Preamble

The Board of Supervisors ("the Board") authorized the Reston Master Plan Special Study on May 18, 2009, and directed staff to initiate Phase I of the study, which is a review of Comprehensive Plan recommendations pertaining to the areas around the three planned Reston Metrorail stations: Reston Town Center Station, Wiehle-Reston East Station and the Herndon Station (Reston Transit Station Areas).

In Fall 2009, a community Task Force of 41 members (25 primary and 16 alternate) was appointed for the Phase I effort by the Board of Supervisors (Reston Master Plan Special Study (Phase I)), which included representatives of Reston resident groups, owners of commercial property in the study area and other interested members of the community. Working with staff, the Task Force was charged with evaluating existing Comprehensive Plan recommendations and identifying changes to guide future transit-oriented development (TOD) in the vicinity of the three Reston stations.

The Task Force and several sub-committees met regularly from 2010 through 2013 to consider approaches to further TOD development at the stations. Subsequently, the Task Force worked with staff to finalize their recommendations which were finalized at their meeting on October 29, 2013.

On February 11, 2014, the Board of Supervisors adopted an amendment to the Comprehensive Plan for Reston, based on the results of the Reston Master Plan Special Study (Phase I). When the Board adopted the Comprehensive Plan amendment for Phase I of Reston, it also adopted a follow-on motion to address funding of associated transportation projects. The funding follow-on motion requested that staff and the Planning Commission develop an inclusive process to prepare a funding plan for the transportation improvements recommended in the Reston Master Plan and return to the Board with its recommendations at an appropriate time.

Staff not only recognizes the significance of the Reston Transit Station Areas (Reston TSAs), but also recognizes that improvements in the Reston TSAs must be balanced with needs in other areas of the County. Staff has taken this need for balance into consideration in staff's recommendations to the Board.

Issue

At its meeting on February 11, 2014, the Board adopted three follow-on motions to address additional work on urban design, transportation analysis and transportation funding for the Phase I update to the Comprehensive Plan for Reston.

To address transportation analysis and transportation funding, the Reston Network Analysis and Advisory Group was developed by the Hunter Mill District Supervisor as a forum for staff to receive feedback from residents, community representatives, business representatives, and developers on the

Reston Network Analysis Study[1] and development of a Reston transportation funding plan. The Advisory Board served as a diversified stakeholder group representing various interests in Reston. Staff also sought feedback on various transportation funding options through public meetings with the larger Reston community and other stakeholders.

Staff's recommendations for funding transportation improvements to support the Comprehensive Plan amendment for Phase I of Reston are set forth below:

Public Funding

Revenues from federal, state, regional, and local funding sources that are allocated by the County for use on countywide transportation projects are described as public revenue sources in the funding plan.

The majority of the existing and future roads in the Reston TSAs will be public streets. The Virginia Department of Transportation (VDOT) is responsible for maintaining public streets in most counties of the Commonwealth, including those within Fairfax County. As such, these funding recommendations do not include costs for maintaining streets that are within the state system. No public dollars will be used to construct private streets.

Private Funding

Revenues generated in the Reston Transit Station Areas (Reston TSAs): Wiehle-Reston East, Reston Town Center, and Herndon TSAs and used exclusively for projects in the Reston TSAs are described as private revenue sources in the funding plan. In-kind contributions, road fund contributions, and service district collections are considered private revenues.

Improvement Categories

Staff has categorized the infrastructure improvements needed to serve Reston TSAs into three categories: Roadway Improvements, Intersection Improvements, and Grid Network (project specifics provided further in this attachment in Table 1, and GIS graphic of the proposed improvements and Grid Network is provided in Image 1. These are based on recommendations in the Fairfax County Comprehensive Plan, 2013 Edition, Area III – Reston, as Amended through October 20, 2015[2]). Each component is addressed below separately.

[1] The purpose of the network analysis, as directed by the Fairfax County Board of Supervisors, is to **evaluate the conceptual grids of streets and road elements at gateways to the Reston Transit Station Areas (TSAs)**, which would result in traffic flowing at acceptable conditions while maintaining a walkable grid of streets. For more information concerning the Reston Network Analysis Study visit FCDOT's web page here, http://www.fairfaxcounty.gov/fcdot/restonnetworkanalysis/.

[2] The Fairfax County Comprehensive Plan, 2013 Edition, Area III – Reston, as Amended through October 20, 2015, http://www.fairfaxcounty.gov/dpz/comprehensiveplan/area3/reston.pdf. Roadway improvements are listed on page 29 and also shown in Figure 7. Grid improvements are detailed in pages 137-139 in Figures 45, 46, and 47.

Roadway Improvements

The Comprehensive Plan Amendment for Reston Phase I includes recommendations for roadway improvements to enhance access and connectivity to, and within, the Reston TSAs.

Recommendation

Staff recommends that the primary responsibility for funding the Roadway Improvements identified in the Comp Plan Amendment should come from federal, state, local, and regional countywide funding sources, since portions of these improvements are outside of the Reston TSAs, see Table 2. These funding sources have traditionally paid for the capital and operating costs of transportation improvements not associated with a particular development. In addition, funds from these sources are more likely to be available when needed for the identified improvements.

Staff estimates that the value of these improvements is $1,200,000,000 (as of 2016).

Intersection Improvements and the Grid Network

The Comprehensive Plan Amendment for Reston Phase I recommends intersection improvements to maintain levels of traffic operations in the Reston TSAs.

The grid network, described in the Comprehensive Plan Amendment for Reston Phase I, is needed to provide convenient connections to transit stations in Reston, distribute multi-modal traffic efficiently, and reduce congestion from main roadways in Reston.

Recommendation:

Staff recommends the cost of construction of the Intersection Improvements and Grid Network be a responsibility of private revenues or contributions from Reston TSAs' landowners/developers and properties, see Table 2. Private sector development should be responsible for on-site improvements, including construction of the on-site portions of the Grid Network, as well as contributions to a road fund to support the construction of off-site portions of the Grid Network and Intersection Improvements. Staff also recommends that collections from a service district over the Reston TSAs be used to support the construction of off-site portions of the Grid Network and Intersection Improvements. The following specific funding mechanisms are recommended for Grid Network and Intersection Improvements implementation.

1) In-kind Contributions: Landowners/developers who seek to redevelop their properties should construct those portions of the Grid Network needed to support their development applications. This would include elements of the Grid Network that are located within and adjacent to development application areas, as well as

off-site links, as determined through the entitlement process to be necessary to support the development.

Staff estimates that the value of these improvements is $716,000,000 (as of 2016).

Important segments of the Grid Network are not expected to be provided through initial phases of redevelopment. Certain grid segments may be located where development may not take place at all, or may not occur for some time. Nevertheless, these segments of the Grid are essential to the continuous functioning of the Reston TSAs to maintain an acceptable level of traffic flow, as well as provide for bus routes, and bicycle and pedestrian connectivity. These links are referred to as the "missing links". These missing links will be funded through revenues from a Road Fund. Revenues from a Service District will support a portion of the missing links and all of the Intersection Improvements, necessary to maintain level of operations on the roadways.

Staff estimates that the total value of the missing links ($305,000,000) and intersections ($44,600,000) is $349,600,000 (as of 2016).

2) Road Fund: Establish a road fund that pools cash proffers on a per residential unit or per commercial square foot basis of new development for use on grid transportation improvements in the Reston TSAs.

The road fund is anticipated to collect approximately $211,000,000, as adjusted for inflation, over the life of the transportation funding plan.

3) Service District: Establish a service district over the Reston TSAs to fund Grid Network and Intersection Improvements located within the Reston TSAs. A service district would enact an ad-valorem tax, a tax per $100 of assessed value, and would apply to all properties within its boundaries. The Reston TSAs service district should fund projects that benefit all of Reston's residential and non-residential land owners.

The service district is anticipated to collect approximately $139,000,000, as adjusted for inflation, over the life of the transportation funding plan.

RECOMMENDED RATES:

To fund the construction of the Reston Transportation Funding Plan, staff recommends:

a) Allocate public funds as outlined in Table 3 of this attachment, through future board actions such as endorsing a funding plan, a future transportation priorities plans, or other actions of the board.
b) Create a Reston Transportation Road Fund over the Reston TSAs with the following rates that is intended to collect approximately $211 million (as adjusted for inflation), Table 4:
    a. Residential per Dwelling Unit Rate: $2,090
    b. Commercial per Square Foot Rate: $9.56
c) Establish a Transportation Service District over the Reston TSAs that is intended to collect approximately $139 million (as adjusted for inflation), Table 4:
    a. Service District Rate per $100 of assessed value: $0.021
d) Adjust the Reston Transportation Road Fund rates and Transportation Service District rates in a manner that is consistent with the Code of Virginia, the County's budget cycle requirements, and cash flow need.
e) Prioritize projects periodically; and,
f) Evaluate the Reston Transportation Funding Plan on a periodic basis to ensure that the funding contribution levels are sufficient, the funding available is being allocated effectively, and projects are proceeding on schedule. A summary of anticipated revenues for Reston Transportation Funding Plan as of FY 2017 is provided in Table 5.
g) Establish a Reston Transportation Service District Advisory Board to provide input on the annual tax rate for the proposed Service District, the transportation project priorities for those projects funded all or in part by the tax district, and project implementation schedules. In addition, the Reston Transportation Service District Advisory Board may also provide input on the annual adjustment of Road Fund rates related to the Grid Network and Intersection Improvements.
h) The Service District and Road Fund will both have sunset provisions to ensure that once the projects identified in the Reston Phase I Comprehensive Plan Amendment are completed, any debt has been paid in full, and any other obligations incurred by the Service District or Road Fund have been satisfied, the Service District and the Road Fund will terminate. Staff will establish the sunset provisions accordingly for each fund and as allowed by state code.

# Reston Transportation Funding Plan

## Projects and Estimates

Projects to be included in the Reston Transportation Funding Plan necessary to support transportation infrastructure improvements identified in the Reston Phase I Comprehensive Amendment are as follows:

*Table 1*

| RESTON FUNDING PLAN PROJECTS | |
|---|---|
| **Projects** | **2016 Estimate** |
| **Roadway Improvements** | |
| Dulles Toll Road Crossing at Soapstone Overpass – Sunrise Valley Drive to Sunset Hills Road | $170,000,000 |
| Dulles Toll Road Town Center Parkway Underpass – Sunrise Valley Drive to Sunset Hills Road | $170,000,000 |
| Fox Mill Road Widening – Reston Parkway to Monroe Street | $60,000,000 |
| Monroe Street Widening – West Ox Road to Town of Herndon | $80,000,000 |
| Pinecrest Road Extension – South Lakes Drive to Sunrise Valley Drive | $25,000,000 |
| Reston Parkway Widening – South Lakes Drive to Dulles Toll Road | $25,000,000 |
| Fairfax County Parkway - Dulles Toll Road to West Ox Road Widening | $80,000,000 |
| Fairfax County Parkway at Sunrise Valley Drive (Interchange) | $400,000,000 |
| South Lakes Drive Overpass – Sunrise Valley Drive to Sunset Hills Road | $90,000,000 |
| West Ox Road Widening – Lawyers Road to Centreville Road | $100,000,000 |
| **Total Roadway Improvements** | **$1,200,000,000** |
| | |
| **Intersection Improvements** | |
| Centreville Road at Sunrise Valley Drive | $10,000,000 |
| Centreville Road/ Dulles Toll Road Eastbound on/off Ramps | $1,500,000 |
| Hunter Mill Road/Sunset Hills Road | $3,500,000 |
| Reston Parkway/Bluemont Way | $4,000,000 |
| Reston Parkway/ Dulles Toll Road Westbound on/off Ramps | $5,000,000 |
| Reston Parkway/New Dominion Parkway | $5,000,000 |
| Reston Parkway/Sunrise Valley Drive | $15,000,000 |
| Wiehle Avenue/ Dulles Toll Road Eastbound on/off Ramps | $600,000 |
| **Total Intersection Projects** | **$44,600,000** |
| | |
| **Grid Network** | **$1,021,000,000** |
| | |
| **Total** | **$2,265,600,000** |

Table 1 Notes

1. Costs shown in this table are for planning purposes only. Actual project costs at time of construction may vary.
2. Roadway maintenance, operational costs are not included, since this is primarily a state responsibility.
3. The Grid Network was mainly estimated by applying VDOT unit construction costs and latest right-of-way cost.
4. Costs do not reflect year of expenditure.
5. Costs will be revised periodically during the life of the Reston Transportation Plan.

## Public and Private Allocations

Public and private revenues will share the costs of the transportation improvements.

Public revenues are those revenues from federal, state, local, and regional funding sources that are allocated by the County for use on countywide transportation projects.

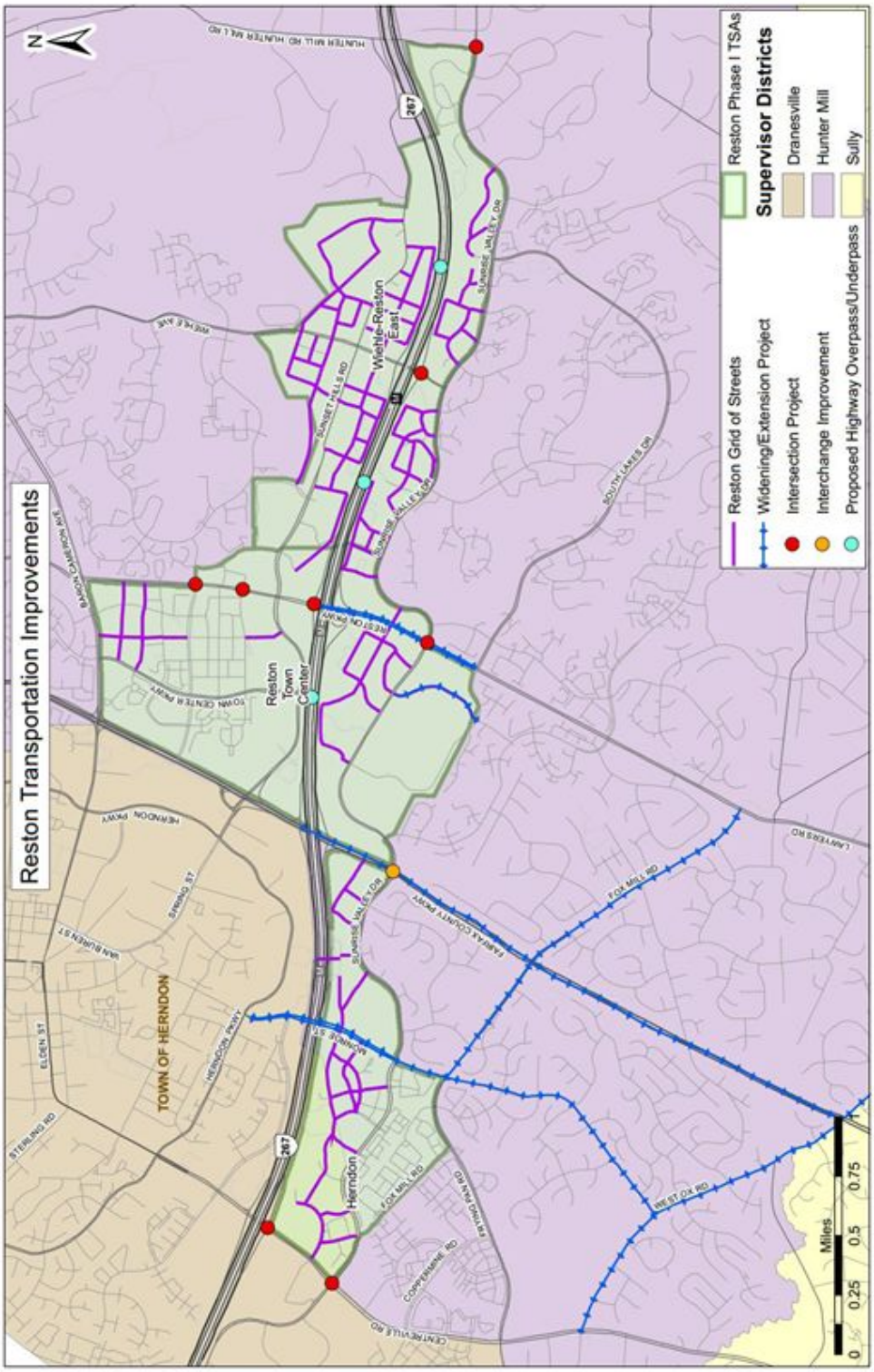
Private revenues are funds generated within the Reston Transit Station Areas (Reston TSAs): Wiehle-Reston East, Reston Town Center, and Herndon TSAs and used exclusively for projects in the Reston TSAs. In-kind contributions, road fund contributions, and service district collections are considered private revenues. No properties outside the Reston TSAs are affected.

The funding plan allocates roadway projects costs to public revenues. The costs related to intersection and grid related improvements are allocated to private revenues, as previously defined.

*Table 2*

| ALLOCATION FRAMEWORK | | |
|---|---|---|
| **Project Category** | **Estimate** | **Allocation ($)** |
| | | |
| **Roadway Improvements** | **$1,200,000,000** | |
| Public Share | 100% | $1,200,000,000 |
| Private Share | 0% | $0 |
| | | |
| **Intersection Improvements** | **$44,600,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $44,600,000 |
| | | |
| **Grid Network** | **$1,021,000,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $1,021,000,000 |
| | | |
| | | |
| **Total** | **$2,265,600,000** | |
| **Public Share** | **53%** | $1,200,000,000 |
| **Private Share** | **47%** | $1,065,600,000 |

*Image 1*


Reston Transportation Improvements
N
Reston Phase I TSAs
Supervisor Districts
Dranesville
Hunter Mill
Sully
Reston Grid of Streets
Widening/Extension Project
Intersection Project
Interchange Improvement
Proposed Highway Overpass/Underpass
Wiehle-Reston East
Reston Town Center
Herndon
TOWN OF HERNDON
267
Miles
0
0.25
0.5
0.75

## Anticipated Funding from Public Revenue Sources

Specific public revenue source and associated revenues may vary over the life of the plan, but public revenues from existing sources are projected to be available to fund the total amount of improvements approved by the Board of Supervisors to support the Reston Phase I Comprehensive Plan Amendment.

*Table 3*

| PUBLIC REVENUE SOURCES | |
|---|---|
| **Revenue Source** | **Amount** |
| **Federal** | |
| Regional Surface Transportation Program (RSTP) | $155,000,000 |
| Federal Discretionary Grant Programs (TBD) | $0 |
| **Total Federal Revenues** | **$155,000,000** |
| | |
| **State** | |
| Smart Scale (HB2) (Construction District Program and State High Priority Program) | $174,500,000 |
| **Total State Revenues** | **$174,500,000** |
| | |
| **Regional** | |
| NVTA 70% Regional Funds | $580,550,000 |
| **Total Regional Revenues** | **$580,550,000** |
| | |
| **Local** | |
| Commercial & Industrial Tax (C&I) | $79,750,000 |
| General Obligation (G.O.) Bonds | $194,000,000 |
| Northern Virginia Transportation Authority (NVTA) 30% Local Funds | $16,200,000 |
| **Total Local Revenues** | **$289,950,000** |
| | |
| **Total Public Revenues** | **$1,200,000,000** |

## Anticipated Funding from Private Revenue Sources

A portion of the total private share is expected to be paid for through in-kind contributions to the grid from developers as redevelopment occurs. The balance of the private share is expected to be paid for through road fund contributions and service district collections.

*Table 4*

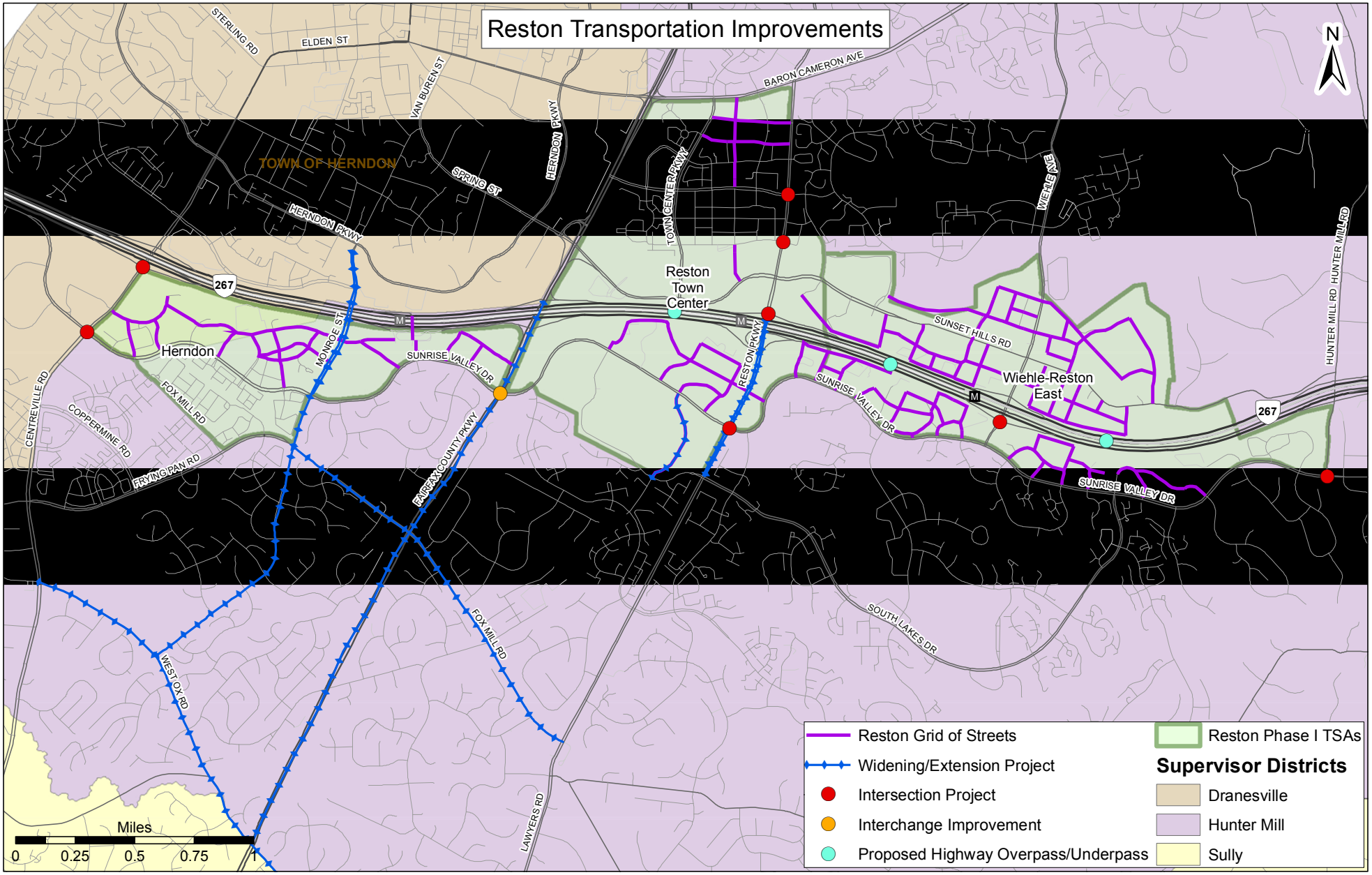
| PRIVATE REVENUE SOURCES | |
|---|---|
| **Revenue Source** | **Amount** |
| In-kind Contributions | $716,000,000 |
| Reston TSA Road Fund | $211,000,000 |
| Service District Contributions | $138,600,000 |
| **Total Private Revenues** | **$1,065,600,000** |

Summary of Anticipated Revenues for Reston Transportation Funding Plan as of FY 2017

*Table 5*

| ROAD IMPROVEMENTS | |
|---|---|
| | |
| Federal | |
| RSTP | $155,000,000 |
| State | |
| Smart Scale (HB2) | $174,500,000 |
| Local | |
| C&I Tax | $79,750,000 |
| GO Bond | $194,000,000 |
| NVTA 30% | $16,200,000 |
| Regional | |
| NVTA 70% | $580,550,000 |
| **Total** | **$1,200,000,000** |
| | |
| **GRID IMPROVEMENTS** | |
| In-kind Contributions | $716,000,000 |
| Reston TSA Road Fund/Service District | $305,000,000 |
| **Total** | **$1,021,000,000** |
| | |
| **INTERSECTION IMPROVEMENTS** | |
| Service District | $44,600,000 |
| | |
| **Total** | **$2,265,600,000** |

| FUNDING SOURCES AS PERCENTAGE OF TOTAL REVENUES | | |
|---|---|---|
| | | |
| RSTP (Federal) | $155,000,000 | 6.84% |
| Smart Scale (State) | $174,500,000 | 7.70% |
| C&I Tax (Local) | $79,750,000 | 3.52% |
| GO Bond (Local) | $194,000,000 | 8.56% |
| NVTA 30% (Local) | $16,200,000 | 0.72% |
| NVTA 70% (Regional) | $580,550,000 | 25.62% |
| In-kind Contributions | $716,000,000 | 31.60% |
| Reston TSA Road Fund/Service District | $349,600,000 | 15.43% |
| | | |
| **Total Revenues** | **$2,265,600,000** | **100.00%** |


Reston Transportation Improvements
N
STERLING RD
ELDEN ST
VAN BUREN ST
HERNDON PKWY
BARON CAMERON AVE
TOWN OF HERNDON
SPRING ST
HERNDON PKWY
TOWN CENTER PKWY
WIEHLE AVE
HUNTER MILL RD
HUNTER MILL RD
267
Reston
Town
Center
M
M
SUNSET HILLS RD
Herndon
MONROE ST
SUNRISE VALLEY DR
RESTON PKWY
SUNRISE VALLEY DR
Wiehle-Reston
East
M
267
CENTREVILLE RD
FOX MILL RD
COPPERMINE RD
FRYING PAN RD
FAIRFAX COUNTY PKWY
SUNRISE VALLEY DR
SOUTH LAKES DR
FOX MILL RD
WEST OX RD
LAWYERS RD
Miles
0
0.25
0.5
0.75
1
Reston Grid of Streets
Widening/Extension Project
Intersection Project
Interchange Improvement
Proposed Highway Overpass/Underpass
Reston Phase I TSAs
Supervisor Districts
Dranesville
Hunter Mill
Sully

**Reston Network Advisory Group (RNAG)**

**Mission Statement**: Following the adoption of the Reston Master Plan Phase 1 update, the Reston Network Advisory Group was created by the Hunter Mill District Supervisor to establish a forum for the County Transportation staff to receive input and feedback from residents and property owners/developers on the Reston Network Analysis and associated plans. Beyond its work helping County staff shape the future multi-modal grid of streets/paths (i.e. "complete streets") within the Reston Transit Station Areas (TSAs), and the mechanisms and timing/prioritization for related transportation project funding, a main output of the team is intended to be structured feedback to the Supervisor and the community about the plans; with a goal of consensus response, but allowing for majority/minority opinion, as needed.

**RNAG High Level Feedback on funding plan** (as approved on 9/26/16):

- Total Project Cost = $2.266B (as presented in County Staff materials)
    - Reston Roadways = $1.20B (100% to be paid by public funding)
    - Reston Intersections = $45M (100% to be paid by private funding)
    - Grid of Streets = $1.021B (100% to be paid by private funding)
- High Level Definitions:
    - Public Funds: Funds available from general taxation; at County, State or Federal levels.
    - Private Funds: Funds available from private entities (e.g. developers) and specific area taxations (e.g. a Service District collected over a specific geographic area where funds are only useable in that area).
- "Road Fund": Of the $1.066B to be paid from Private Funds, it is expected by County Staff that developer in-kind contributions will amount to $716M, or about 32% of the overall project cost. A "road fund" account must be created to pay for the balance of $350M, or about 15% of the overall project cost. The issue presented to RNAG is how to best fund that account: via developer "proffer", via a Service District, or via a combination of both methods.
- Note: There was unanimity from the group that a Tax District scenario (vs. a Service District) is unrealistic and should be taken off the table.
- After much discussion, the RNAG team has become most interested in funding options for the Road Fund which include both proffer and service district revenue streams; e.g. that funding options **8** (Service District pays 30%), **10** (Service District pays 50%), and **11** (Service District pays 38%) presented by Staff merit further analysis.
- There is agreement that there are benefits and drawbacks of both funding approaches, service district and proffer (i.e. developer paid) revenues. Benefit examples include:
    - Service District revenues have the benefit of being predictable and "bondable."
    - Proffer revenues have the benefit of being 'just-in-time' revenues, coming in as development is getting underway.
- There continues to be much discussion on finding an equitable balance between proffer and service district revenues in the various funding options proposed. The RNAG team recognizes that transportation is but one of many important development objectives under the comprehensive plan update that must be funded.
- There is agreement that there should be a sunset provision that terminates the Road Fund and service tax district when all the projects for which they were intended have been funded.

**Feedback on the development of the Reston Transportation Funding Plan, Staff Observations, and Recommendation**

**Feedback from Community Meetings**

- Reston should not be compared to Tysons.
- If a development is profitable, developers should pay for all transportation costs associated with development.
- If a development is not profitable, the County and residents should not be subsidizing the costs associated with development.
- There was concern about developers building the expected in-kind contributions for less than the estimated total.
- Developments that create more traffic impact should pay for more of the improvements.
- The revenues from homeowners should not be used to pay for streets that benefit developers.

**Feedback from Stakeholder Meetings**

- Those who develop early in the funding plan should not have to contribute more to the funding plan than later developments.
- More emphasis should be placed on a service district rather than road funds. Service districts are bondable and more reliable.
- The road fund contribution for commercial property proposed in several of the scenarios is too high, and will make it difficult to develop commercial property in the Reston TSAs.
- Are all of the improvements in the Reston Transportation Funding Plan needed?
- Want to make sure that early developers are treated fairly as opposed to later developers.

**Feedback from Reston Network Analysis and Advisory Group (Advisory Group)**

- The Advisory Group created a written document that provided the group's high level feedback on the proposed Reston Transportation Funding Plan on September 26, 2016.
    - Acceptance of public/private allocation framework.
        - Roadway Improvements to be paid by public funding.
        - Intersection Improvements to be paid by private funding.
        - Grid Network to be paid by private funding.
    - The tax district option is unrealistic and could be removed from further consideration for the funding plan.
    - The Advisory Group is most interested in funding options that include both proffer (road fund) and service district revenue streams.
    - The Advisory Group team recognizes that transportation is but one of many important development objectives under the comprehensive plan update that must be funded.
    - There is agreement that there should be a sunset provision that terminates the Road Fund and service tax district when all the projects for which they were intended have been funded.
    - The Advisory Group directed staff to pursue all further analysis on options 8, 10, and 11.

| Funding Scenarios Proposed to meet $350M Private Share Balance | Contribution Rates and Related Shortfall | | | | | | |
|---|---|---|---|---|---|---|---|
| | Road Fund | | ~~Tax~~/Service District over Reston TSAs | | | | |
| | Residential/DU | Commercial/SF | Other Funding Needed to meet $350M ($M) | ~~Tax District Rate~~ | | Service District Rate | Tax/Service District Contribution to $350M (%) |
| Scenario 1: Tysons residential rates | $2,571 | $18.34 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 2: Tysons commercial rates | $4,627 | $12.63 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 3: Rates proportional to development in Reston TSAs | $7,058 | $5.88 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 4: Tysons rates and Service District over Reston TSAs | $2,571 | $12.63 | $79 | ~~N/A~~ | - | 0.012 | 22% |
| ~~Scenario 5: Tysons rates and Tax District over Reston TSAs~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | - | ~~N/A~~ | ~~22%~~ |
| ~~*Scenario 6: Tysons Rates and Service District over Reston &TSAs~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| ~~*Scenario 7: Tysons Rates and Service District over Small Tax District 5~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| Scenario 8: General adjustment from Tysons rates, -11% | $2,288 | $11.24 | $108 | ~~0.035~~ | ~~or~~ | 0.017 | 31% |
| Scenario 9: Specific adjustments from Tysons rates, +15% residential, -19% commercial | $2,957 | $10.23 | $80 | ~~0.025~~ | ~~or~~ | 0.013 | 23% |
| Scenario 10: Splits $350M equally between Road Fund/Service District and maintains Tysons proportions for Res/Com road fund rates | $1,635 | $8.19 | $175 | ~~N/A~~ | | 0.027 | 50% |
| Scenario 11: Similar total expense per Road Fund (residential) contribution and Service District (avg. home) contribution | $2,080 | $10.09 | $132 | ~~N/A~~ | | 0.020 | 38% |
| Scenario 12: Staff Proposal | $2,090 | $9.56 | $139 | ~~N/A~~ | | 0.021 | 40% |

*Scenario 6 and 7 would not generate significant amounts of additional revenue to warrant additional implementation challenges and were removed from consideration.

**Staff Observations/Responses**

- The Tysons Funding Plan served as a template or starting point for development of the Reston Funding Plan. While staff recognizes that there are differences between Reston and Tysons, the basis for the long range transportation plans for urban areas in Fairfax County will share similar basic foundations of transportation planning. Staff agrees that items such as land values, land uses, vision, and development are different between Reston and all other urban areas in Fairfax County. Staff does not want to create a situation where the transportation funding plan would create a competitive advantage or disadvantage to any area. In addition, several funding rate scenarios were prepared and proposed for the Reston Transportation Funding Plan with input from the Reston Network Analysis and Advisory Group (Advisory Group) that have no relation to Tysons.
- Transportation improvements included in the funding plan were recommended by the Reston Phase I Comprehensive Plan Amendment, which was the result of the Reston Master Plan Special Study. The study of Phase I around the Reston Transit Station Areas (TSAs) took four years and included robust community discussion and participation. These improvements are meant to support the plan's vision for mixed land uses in the Reston TSAs supported by a multi-modal transportation system. The benefits of these improvements apply to all of those who live, visit, or work in Reston and include enhanced road connectivity, new sidewalks, new bike lanes, congestion mitigation, and increased access to the transit stations. The Reston Network Analysis Study also verified the need for the improvements in the Reston TSAs. The Network Analysis was directed by the Board of Supervisors, to evaluate the conceptual grid of streets and road elements at gateways to the Reston TSAs.
- The total cost of the in-kind contributions, to the Grid Network, is calculated using VDOT unit costs and is a planning level estimate. If a developer can construct a section of the Grid Network at a lower cost, it has no negative impact on the funding plan, just as if a Roadway project, to be funded with public funds, is completed for less than the total project estimate. A privately constructed Grid Network segment would be inspected by County and State inspectors, meet the required design guidelines, and ultimately be dedicated as a public street. VDOT will not accept streets that do not meet its standards for maintenance.
- Each development is subject to a traffic impact analysis (TIA). Each development must accommodate the impacts from their TIA in their site plan (construct improvements to mitigate traffic impacts). Additionally, a Road Fund addresses the scale of the development by having developers contribute on a per dwelling unit or per square foot basis.
- Every development is different and staff understands that different developments absorb different costs.
- The County, expects development to occur throughout the life of the funding plan. With the creation of a service district, landowners contribute to the funding plan immediately. A landowner that develops in the later years of the funding plan would have been contributing via the service district from the day the service district was created or the day they purchased the land (the latter of the two dates). Such a landowner would also benefit from increased land values, due to improved transportation.
- There are trade-offs to use of a road fund and a service district. The higher the service district rate, the higher the funding burden on residential property. A road fund places the funding burden on new development. A service district spreads the funding burden over all

development; both existing and future development has to pay into a service district. The contributions from a service district are stable, bondable, and predictable.

- Road Fund rates in Scenario 10 are significantly below Tysons, potentially affecting the competitive balance between Reston and Tysons.
- While Scenario 11 balances the residential contributions between a road fund and a service district, the property owners who pay into the service district may change over the 40 years.

**Staff Recommendation**

After the high level feedback was received from the September 26, 2016, meeting with the Reston Network Analysis and Advisory Group. Staff further analyzed scenarios (8, 10, and 11). This included more detailed information on the impacts to various types of properties, advantages and disadvantages of cash flow characteristics of each option, and forecasted for varying development situations in the future. With this additional information, after further discussions with the Advisory Group, and feedback from the community and stakeholders, staff recommended a new scenario, Scenario 12, for the following reasons:

**Scenario 12**

Residential Rate: $2,090; Commercial Rate: $9.56; Service District Rate: $0.021

- It balances the feedback received from public meetings, stakeholders, and the Advisory Group.
- It includes both a road fund and service district.
- The road fund rates are not disproportionate to other fund areas in the County.
- Service district collections from current homeowners (projected to be approximately $15 million over 40 years) in the Reston TSAs would not exceed the current cost estimates for Intersection Improvements ($44,600.00). This means, the Grid Network is completely paid for by commercial/industrial properties and residential owner occupied properties built after the establishment of the funding plan.
- Rates proposed for the road fund in Scenario 12 are within a range that is not significantly above or below road fund contribution rates in the Tysons Transportation Funding plan.
- The service district rate proposed in Scenario 12 is within the range of the three scenarios for which the Advisory Group had most interest (Scenario 8, 10, and 11).

At the Advisory Group meeting on December 19, 2016, the Advisory Group voted in support of Scenario 12. The vote was 4 ayes, 1 nay, and 2 abstained.

# Reston Transportation Funding Plan

Development and Coordination with the Reston Network Analysis Advisory Group

Board Transportation Committee
October 4, 2016

Tom Biesiadny, Ray Johnson, Janet Nguyen, Ken Kanownik
Fairfax County Department of Transportation

*This presentation was prepared by Fairfax County Department of Transportation staff.
It has not been reviewed or endorsed by the Board of Supervisors.

# Outline

- Background
- Plan Projects and Assumptions
- Coordination with Advisory Group and Meetings
- Advisory Group Work Session Results and Feedback
- Road Fund Guidelines
- Public Revenues and Revenue Summary
- Next Steps

# Background

**Board of Supervisors approved the Reston Phase I Comprehensive Plan amendment on February 11, 2014. Key components include:**

- Addressing the three Reston Transit Station Areas (Wiehle-Reston East, Reston Town Center, and Herndon).
- Envisioning a mix of land uses served by a multi-modal transportation system.
- Recommending a set of road transportation improvements, a grid network, and intersection improvements to achieve the vision.

**Follow-on motion directed staff to develop an inclusive process to prepare a funding plan for the recommended transportation improvements that includes both public and private investment.**

- Public revenues are those revenues allocated by the County for use on Countywide transportation projects.
- Private revenues are generated in Reston and used exclusively for Reston projects. Example private revenue sources: road fund, service district, and/or tax district.

# Background

## Funding Plan

Strategy for providing financial resources to pay for transportation improvements in the Reston Phase I Comprehensive Plan Amendment, Approved February 11, 2014.

**Funding Plan Elements:**

- Span a period of 40 years
- Include public and private contributions
- Allocation of costs between public and private sectors
- Project priorities
- Development of project cash flows

# Plan Assumptions

Constant Dollars:

- Uses present dollars (2015).
- Will not inflate revenues or expenses over 40 year period.
- Assumes that construction costs and revenues used to fund the plan will grow at approximately the same average rate over the 40 year period.
- Will continue to monitor the plan over the 40 years.

Maintenance:

- Operations/maintenance of the new roadway facilities are assumed to be funded by VDOT.
- VDOT is aware of future transportation improvements in Reston.

# Plan Assumptions Continued

Transit Service:

- Unlike Tysons, Reston has a significant amount of existing transit service, providing internal circulation, and connections to areas located outside Reston.
- Improvements were also made with the arrival of the Silver Line to Wiehle-Reston East.
- Tysons prior to opening of Silver Line, had no internal transit circulation and fewer routes accessing Tysons.
- As a result, FCDOT is not proposing to add additional service. Changes in transit needs due to Phase II of Silver Line will be accommodated through restructuring of existing service, using existing resources.
- However, transit needs will continue to be assessed.

# Coordination with the Reston Network Analysis Advisory Group

- Staff has been working in coordination with the Reston Network Analysis Advisory Group to develop the funding plan.
- Reston Network Analysis Advisory Group
  - Mission Statement: Following the adoption of the Reston Master Plan Phase 1 update, the Reston Network Advisory Group was created by the Hunter Mill District Supervisor to establish **a forum for the Fairfax County Transportation staff to receive input and feedback from residents and property owners/developers on the Reston Network Analysis and associated plans**…..*
  - Advisory Group members include landowners, residents, community representatives, and members of the business community.
  - Advisory Group meetings are open to the public.
  - Charge - Review potential strategies for funding Reston transportation improvements.
  - Charge - Provide feedback to staff on potential funding plan scenarios.

*Full mission statement and additional information can be found at: http://www.fairfaxcounty.gov/fcdot/restonnetworkanalysis/advisorygroup.htm

# Advisory Group Meetings

| | | |
|---|---|---|
| November 11, 2015 | - | Introduction to the funding plan and group's purpose. |
| December 14, 2015 | - | Potential sources of revenue to fund the plan. |
| February 22, 2016 | - | Potential cost allocations – how to determine the public/private split. |
| April 11, 2016 | - | Potential funding scenarios - Road Fund/Service District rates. |
| June 20, 2016 | - | Discussed additional revenue sources/funding mechanisms and continued discussion of funding scenarios. |
| August 8, 2016 | - | Provided updates to project estimates and continued discussion of the funding scenarios. |
| September 7, 2016 | - | Advisory Group Work Session. |
| September 12, 2016 | - | Reviewed Advisory Group work session feedback and provided additional analysis on funding scenarios 8, 10, and 11. |
| September 26, 2016 | - | Continued discussions on funding scenarios 8, 10, and 11; development of high level feedback for transportation staff. |

Presentations available at: http://www.fairfaxcounty.gov/fcdot/restonnetworkanalysis/advisorygroup.htm

# Community and Stakeholder Meetings

Community/Public Meetings

- Open to the public.
- Meetings: February 1, 2016, June 27, 2016, November 2016 (date not yet confirmed)

Stakeholder Meetings

- Self-selected group of individuals who are interested in the planned grid of streets in the Reston Transit Station Areas.
- The group primarily consists of property owners and developers in the Transit Station Areas, and their representatives.
- The group is also open to anyone interested in the Network Analysis.
- Meetings: July 15, 2016, August 16, 2016, September 30, 2016

# Project List and Estimates

Projects to be included in the Reston Transportation Funding Plan were either recommended by the Reston Phase I Comprehensive Amendment or were necessary to support the plan.

All estimates are planning level estimates.

*Project is partially or completely located in Dranesville District. Remaining projects are located in Hunter Mill District.

| Reston Funding Plan Projects | |
|---|---|
| **Projects** | **Estimate** |
| **Roadway Projects** | |
| DTR Crossing at Soapstone Overpass – Sunrise Valley Dr to Sunset Hills Rd | $170,000,000 |
| DTR Town Center Parkway Underpass – Sunrise Valley Dr to Sunset Hills Rd | $170,000,000 |
| Fox Mill Road Widening – Reston Parkway to Monroe Street | $60,000,000 |
| Monroe Street Widening – West Ox Road to Town of Herndon* | $80,000,000 |
| Pinecrest Road Extension – South Lakes Dr to Sunrise Valley Dr | $25,000,000 |
| Reston Parkway Widening – South Lakes Drive to DTR | $25,000,000 |
| Route 286 - DTR to West Ox Widening | $80,000,000 |
| Route 286 at Sunrise Valley Drive (Interchange) | $400,000,000 |
| South Lakes Drive Overpass – Sunrise Valley Drive to Sunset Hills Rd | $90,000,000 |
| West Ox Road Widening – Lawyers Road to Centreville Road | $100,000,000 |
| **Total Roadway Projects** | **$1,200,000,000** |
| | |
| **Intersection Projects** | |
| Centreville Road at Sunrise Valley Drive* | $10,000,000 |
| Centreville Road/DTR EB on/off Ramps* | $1,500,000 |
| Hunter Mill Road/Sunset Hills Road | $3,500,000 |
| Reston Parkway/Bluemont Way | $4,000,000 |
| Reston Parkway/DTR WB on/off Ramps | $5,000,000 |
| Reston Parkway/New Dominion Parkway | $5,000,000 |
| Reston Parkway/Sunrise Valley Drive | $15,000,000 |
| Wiehle Avenue/DTR EB on/off Ramps | $600,000 |
| **Total Intersection Projects** | **$44,600,000** |
| | |
| **Grid Network** | **$1,021,000,000** |
| | |
| **Total** | **$2,265,600,000** |

Please note that the information provided in this presentation is not final and is for discussion purposes only.

# Reston Funding Plan Allocation Framework

Six options were proposed to the Advisory Group as methods of allocating costs. This allocation was chosen by staff as the basis for discussion of funding scenarios. Staff is still seeking comments on this proposal.

In this framework, public and private revenues will share costs, approximately equally.

Reston Roadway projects would be paid for with public revenues.

Intersections and the Grid would be paid for with private revenues.

Staff believes it is important to have a methodology and rationale behind proposed strategies to support decision making.

| **Allocation Option 5:** Project Category | | |
|---|---|---|
| **Project** | **Estimate** | **Allocation ($)** |
| | | |
| **Reston Roadways** | **$1,200,000,000** | |
| Public Share | 100% | $1,200,000,000 |
| Private Share | 0% | $0 |
| | | |
| **Reston Intersections** | **$45,000,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $45,000,000 |
| | | |
| **Grid** | **$1,021,000,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $1,021,000,000 |
| | | |
| | | |
| **Total** | **$2,266,000,000** | |
| **Public Share** | **53%** | $1,200,000,000 |
| **Private Share** | **47%** | $1,066,000,000 |

*The public private split for the Tysons Transportation Funding plan is 56/44.

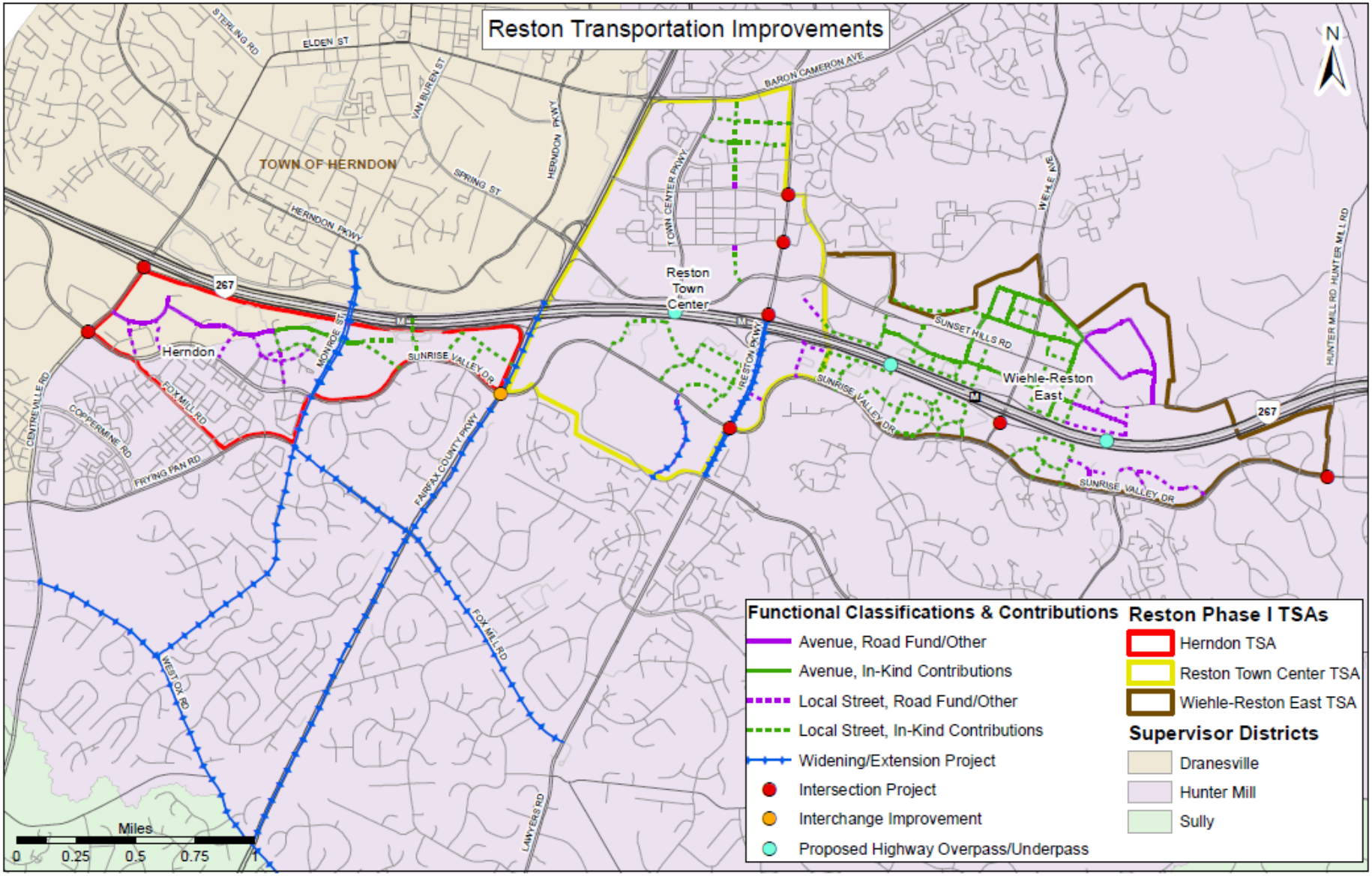
# Private Share of Funding Plan

| | |
|---|---|
| Total Private Share (Total Grid + Intersection Improvements) | $1,066,000,000 |

A portion of the total private share is expected to be paid for through in-kind contributions to the grid from developers as redevelopment occurs. The balance of the private share is expected to be paid for through contributions to another funding mechanism(s).

**Contributions Needed Towards Private Share from Other Funding Mechanism(s)**

| | |
|---|---|
| Grid estimate | $1,021,000,000 |
| Less: Expected developer in-kind contributions to the Grid | $716,000,000 |
| Net funding need from private share for Grid | $305,000,000 |
| Add: Intersections | $45,000,000 |
| **Contributions Needed Towards Private Share From Other Funding Mechanism(s)** | **$350,000,000** |


Reston Transportation Improvements
TOWN OF HERNDON
Herndon
Reston Town Center
Wiehle-Reston East
267
STERLING RD
ELDEN ST
VAN BUREN ST
HERNDON PKWY
SPRING ST
BARON CAMERON AVE
TOWN CENTER PKWY
WEHLE AVE
HUNTER MILL RD
SUNSET HILLS RD
MONROE ST
SUNRISE VALLEY DR
RESTON PKWY
CENTREVILLE RD
FOX MILL RD
COPPERMINE RD
FRYING PAN RD
FAIRFAX COUNTY PKWY
WEST OX RD
LAWYERS RD
N
Miles
0 0.25 0.5 0.75 1
Functional Classifications & Contributions
Avenue, Road Fund/Other
Avenue, In-Kind Contributions
Local Street, Road Fund/Other
Local Street, In-Kind Contributions
Widening/Extension Project
Intersection Project
Interchange Improvement
Proposed Highway Overpass/Underpass
Reston Phase I TSAs
Herndon TSA
Reston Town Center TSA
Wiehle-Reston East TSA
Supervisor Districts
Dranesville
Hunter Mill
Sully

# Private Funding Options

- **Road Fund** pooled cash proffers for use on specific transportation improvements in the Reston TSAs. Applies to new development.
- **Tax District** is established by voluntary petition of landowners in a defined area and is approved by the Board of Supervisors to fund transportation improvements within the defined area. Service District. Applies to commercial and industrial properties.
- **Service District** is approved and established by the Board of Supervisors to fund transportation improvements located within a defined geographic area. Applies to all properties.
- **Other** – staff did not look at mechanisms or strategy that required authorizing legislation from the General Assembly.

| Funding Scenarios Proposed to meet $350M Private Share Balance | Contribution Rates and Related Shortfall | | | | | | |
|---|---|---|---|---|---|---|---|
| | Road Fund | | Tax/Service District over Reston TSAs | | | | |
| | Residential/DU | Commercial/SF | Other Funding Needed to meet $350M ($M) | Tax District Rate | | Service District Rate | Tax/Service District Contribution to $350M (%) |
| Scenario 1: Tysons residential rates | $2,571 | $18.34 | $0 | N/A | | N/A | 0% |
| Scenario 2: Tysons commercial rates | $4,627 | $12.63 | $0 | N/A | | N/A | 0% |
| Scenario 3: Rates proportional to development in Reston TSAs | $7,058 | $5.88 | $0 | N/A | | N/A | 0% |
| Scenario 4: Tysons rates and Service District over Reston TSAs | $2,571 | $12.63 | $79 | N/A | | 0.012 | 22% |
| Scenario 5: Tysons rates and Tax District over Reston TSAs | $2,571 | $12.63 | $79 | 0.025 | | N/A | 22% |
| ~~Scenario 6: Tysons rates and Service District over Reston &TSAs~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| ~~Scenario 7: Tysons rates and Service District over Small Tax District 5~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| Scenario 8: General adjustment from Tysons rates, -11% | $2,288 | $11.24 | $108 | 0.035 | or | 0.017 | 31% |
| Scenario 9: Specific adjustments from Tysons rates, +15% residential, -19% commercial | $2,957 | $10.23 | $80 | 0.025 | or | 0.013 | 23% |
| Scenario 10: Splits $350M equally between Road Fund/Service District and maintains Tysons proportions for Res/Com road fund rates | $1,635 | $8.19 | $175 | N/A | | 0.027 | 50% |
| Scenario 11: Similar total out of pocket expense per Road Fund (residential) contribution and Service District (avg. home) contribution | $2,080 | $10.09 | $132 | N/A | | 0.02 | 38% |

*Scenario 6 and 7 would not generate significant amounts of additional revenue to warrant additional implementation challenges and were removed from consideration.

# Funding Scenarios

**Scenario 1:** Tysons residential rates
**Description:** Uses the same combined Tysons residential per dwelling unit rate and subtracts the amount generated from this rate from the $350 million dollar need for Reston grid and intersection projects to determine the commercial rate needed to fill the balance.

**Scenario 2:** Tysons commercial rates
**Description:** Uses the same combined Tysons commercial per square foot rate and subtracts the amount generated from this rate from the $350 million dollar need for Reston grid and intersection projects to determine the residential rate needed to fill the balance.

**Scenario 3:** Rates proportional to development in Reston TSAs
**Description:** Determines a set of rates that match proportion of total new residential vs. total new commercial development in Reston TSAs. (Approximately 77% residential and 23% commercial.)

**Scenario 4:** Tysons rates and Service District over Reston TSA
**Description:** Uses the Tysons combined rates for residential and commercial and fills any shortfall based on those rates with a service district over the Reston TSAs.

**Scenario 5:** Tysons rates and Tax District over Reston TSAs
**Description:** Uses the Tysons combined rates for residential and commercial and fills any shortfall based on those rates with a tax district over the Reston TSAs.

~~**Scenario 6:** Tysons rates and a Service District over all of Reston and the Reston TSAs~~
~~**Scenario 7:** Tysons rates and Service District over Small Tax District 5~~

# Funding Scenarios

**Scenario 8:** General adjustment from Tysons rates, -11%
**Description:** Uses the Tysons combined rates for residential and commercial and adjusts them downwards by 11% based on an average assessed value difference between all properties in Reston TSAs and Tysons in 2015. A service district over the Reston TSAs fills any remaining funding needs based on the adjusted rates.

**Scenario 9:** Specific adjustments from Tysons rates, +15% residential, -19% commercial
**Description:** Uses the Tysons combined rate for residential and adjusts it upwards by 15%, the commercial rates is adjusted downwards by 19%. These adjustments are based on the average assessed value difference between residential and commercial properties in Reston TSAs and Tysons in 2015. A service district over the Reston TSAs fills any remaining funding needs based on those rates.

**Scenario 10:** Splits $350M equally between Road Fund and a Service District and maintains Tysons proportions for Residential/Commercial road fund rates
**Description:** Splits the private funding shortfall ($350M) equally between a road fund and a service district and determines rates that maintain the same residential to commercial fund area contribution ratio as Tysons.

**Scenario 11:** Similar total out of pocket expense per Road Fund (residential) contribution and Service District (average home) contribution
**Description**: At an average annual service district contribution rate of $0.02/$100 of assessed value, a current resident in the Reston TSAs with an average residence of $260,000 assessed value will have an out of pocket expense, paid over 40 years, equal to a residential per dwelling unit contribution of a developer.

# Advisory Group – Work Session

On September 7th, the advisory group held a work session to discuss the qualities of each funding scenario. As a result of discussions at the session, the following recommendations were made to staff:

- **A tax district over the Reston TSAs is improbable and can be removed from further discussion.** The implementation process for a tax district would require a petition by a majority of commercial and industrial landowners in the Reston TSAs. There has been no interest shown for this mechanism. In addition, commercial/industrial landowners in the Reston TSAs are already paying into a Dulles Rail tax district; Reston residents will also incur benefits from development and transportation improvements.
- **The group is less interested in funding scenarios 1-5 and 9.** The group determined that it would be difficult to build consensus around the rates included in these scenarios with developers citing difficulty in obtaining financing with associated contribution rates, and therefore, difficulty in developer's ability to provide stable levels of development to contribute to improvements in Reston.
- **The group is more interested in funding scenarios 8, 10, and 11 (without the tax district option).** The advisory group requested further analysis to show the financial effect of each of those scenarios on a residential or commercial property.

| Funding Scenarios Proposed to meet $350M Private Share Balance | Contribution Rates and Related Shortfall | | | | | | |
|---|---|---|---|---|---|---|---|
| | Road Fund | | ~~Tax~~/Service District over Reston TSAs | | | | |
| | Residential/DU | Commercial/SF | Other Funding Needed to meet $350M ($M) | ~~Tax District Rate~~ | | Service District Rate | Tax/Service District Contribution to $350M (%) |
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| Scenario 6: Tysons Rates and Service District over Reston &TSAs | $2,571 | $12.63 | $79 | ~~0.025~~ | ~~or~~ | 0.012 | 22% |
| Scenario 7: Tysons Rates and Service District over Small Tax District 5 | $2,571 | $12.63 | $79 | ~~0.025~~ | ~~or~~ | 0.012 | 22% |
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*Scenario 6 and 7 would not generate significant amounts of additional revenue to warrant additional implementation challenges and were removed from consideration.

# Funding Scenario 8, 10, and 11

**Scenario 8:** Uses the Tysons combined rates for residential and commercial and adjusts them downwards by 11% based on an average assessed value difference between all properties in Reston TSAs and Tysons in 2015. A service district over the Reston TSAs fills any remaining funding needs based on the adjusted rates.

**Scenario 10:** Splits the private funding shortfall ($350M) equally between a road fund and a service district and determines rates that maintain the same residential to commercial road fund contribution ratio as Tysons.

**Scenario 11:** At an average annual service district contribution rate of $0.02/$100 of assessed value, a current resident in the Reston TSAs with an average residence of $260,000 assessed value will have an out of pocket expense, paid over 40 years, approximately equal to a residential per dwelling unit contribution of a developer.

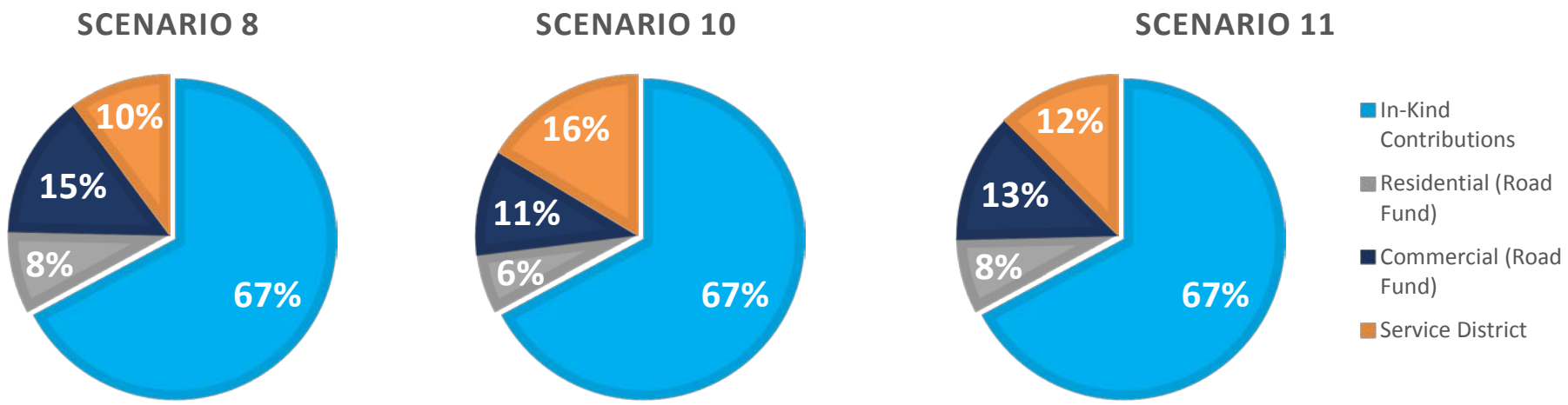
| New Development – Reston TSAs | | | | | All Properties – Reston TSAs | | |
|---|---|---|---|---|---|---|---|
| | Residential* | | Commercial | | Service District | | Contribution to $350M (%) |
| Scenario | Rate per Dwelling Unit | Revenue | Rate per Square Foot | Revenue | Rate+ | Revenue | |
| 8 | $2,288 | $87,000,000 | $11.24 | $155,000,000 | $0.017 | $108,000,000 | 31% |
| 10 | $1,635 | $62,000,000 | $8.19 | $113,000,000 | $0.027 | $175,000,000 | 50% |
| 11 | $2,080 | $79,000,000 | $10.09 | $139,000,000 | $0.020 | $132,000,000 | 38% |

*Residential includes apartments.

+Rate per $100 of assessed value

# Funding Scenario 8, 10, and 11

**Percent Contribution to Total Private Share ($1.066B):**




Road Fund contribution to total private share: 23%

Road Fund contribution to total private share: 17%

Road Fund contribution to total private share: 21%

*Average annual rate for service district. Revenues shown do not account for inflation and are total revenues over 40 years.

# Financial Impact of a Service District by Scenario

| Residential | | | | | | | |
|---|---|---|---|---|---|---|---|
| Assessed Value | | $260,000.00* | | $500,000.00 | | $750,000.00 | |
| Option | Service District Rate | Annual | 40 Year Total | Annual | 40 Year Total | Annual | 40 Year Total |
| 8 | $0.017 | $44.20 | $1,768 | $85.00 | $3,400 | $127.50 | $5,100 |
| 10 | $0.027 | $70.20 | $2,880 | $135.00 | $5,400 | $202.50 | $8,100 |
| 11 | $0.020 | $52.00 | $2,080 | $100.00 | $4,000 | $150.00 | $6,000 |

| Commercial | | | | | | | |
|---|---|---|---|---|---|---|---|
| Assessed Value | | $1,000,000 | | $15,000,000 | | $50,000,000 | |
| Option | Service District Rate | Annual | 40 Year Total | Annual | 40 Year Total | Annual | 40 Year Total |
| 8 | $0.017 | $170 | $6,800 | $2,550 | $102,000 | $8,500 | $340,000 |
| 10 | $0.027 | $270 | $10,800 | $4,050 | $162,000 | $13,500 | $540,000 |
| 11 | $0.020 | $200 | $8,000 | $3,000 | $120,000 | $10,000 | $400,000 |

*Approximate average assessed value in Reston TSAs

# Staff Observations

- Road Fund rates in Scenario 10 are significantly below Tysons, potentially affecting the competitive balance between Reston and Tysons.
- Trade-offs:
  - The higher the service district rate, the higher the burden on residential property.
  - Road Fund: burden is on new development
  - Service Districts: burden is spread over all development; both existing and future development pay. Service district contributions are stable, bondable, and predictable.
- Simplicity helps with understanding and implementation.
- While Scenario 11 balances the residential contributions between a road fund and a service district, the property owners who pay into the service district may change over the 40 years.

# Staff Observations Continued

The transportation improvements planned for the Reston Transit Station areas are meant to provide benefits to both residents and businesses.

- Increased connections disperse traffic
- Increased options for travel – car, bike, and pedestrian facilities
- New parallel routes to existing roads
- Allows avoidance of major arterials for short, local trips
- Intersection and pedestrian safety improvements

# Advisory Group High Level Feedback

On September 27, 2016, the Reston Network Analysis Advisory Group (RNAG) approved a document containing high level feedback on the funding plan. Feedback listed included:

- **Agreement on an understanding of allocation of expenses to public/private revenues** - public revenues would be responsible for the roadway improvements and that private revenues would be responsible for intersection and grid improvements.
- **Tax Districts can be removed from further discussion** - there was unanimity from the group that a Tax District is unrealistic and should be taken off the table.
- **Most interested in scenarios with a Road Fund and a Service District** - RNAG is most interested in funding scenarios which included both proffer (Road Fund) and Service District revenue streams; **e.g. Scenario 8, 10, and 11**.
- **Balance** - There continues to be discussion about the balance between proffer and service district revenues in the funding scenarios proposed and the RNAG recognizes that transportation is but one of many development objectives under the comprehensive plan update that must be funded.

# Road Fund Guidelines

The guidelines are the binding document that the Board of Supervisors approves to establish the road fund area. The guidelines will contain sections defining the following:

- Geographic boundary of the road fund area (Reston TSAs)
- Applicable rezonings
- Approved projects to be paid for by the road fund.
- Contribution rates and schedule
- Creditable expenses
- Annual review

# Public Share

Anticipated public revenues available to go towards the public share of the Reston Transportation Funding Plan.

| Revenue Sources (Estimated) | Total Funding | Available Years |
|---|---|---|
| **Public Funds** | | |
| **Federal** | | |
| Regional Surface Transportation Program (RSTP) | $155,000,000 | FY 23 - 54 |
| Fed Discretionary Grant Program | $0 | N/A |
| **Total Federal Revenues** | **$155,000,000** | |
| | | |
| **State** | | |
| Smart Scale (HB2) (Construction District Program and State High Priority Program) | $174,500,000 | FY 22 - 54 |
| **Total State Revenues** | **$174,500,000** | |
| | | |
| **Local** | | |
| Commercial & Industrial Tax (C&I) | $79,750,000 | FY 21 -30 |
| General Obligation (G.O.) Bonds | $194,000,000 | FY 34 - 54 |
| Northern Virginia Transportation Authority (NVTA) 30% Local Funds | $16,200,000 | FY 17 |
| **Total Local Revenues** | **$289,950,000** | |
| | | |
| **Regional** | | |
| NVTA 70% Regional Funds | $580,550,000 | FY 23 - 54 |
| **Total Regional Revenues** | **$580,550,000** | |
| | | |
| **Total Public Revenues** | **$1,200,000,000** | |

# Reston Funding Revenue Summary

| ROAD IMPROVEMENTS | |
|---|---|
| Federal | |
| RSTP | $155,000,000 |
| State | |
| Smart Scale (HB2) | $174,500,000 |
| Local | |
| C&I Tax | $79,750,000 |
| GO Bond | $194,000,000 |
| NVTA 30% | $16,200,000 |
| Regional | |
| NVTA 70% | $580,550,000 |
| **Total** | **$1,200,000,000** |

| GRID IMPROVEMENTS | |
|---|---|
| In-kind (with Development) | $716,000,000 |
| Reston TSA Road Fund/Service District | $305,000,000 |
| **Total** | **$1,021,000,000** |

| INTERSECTION IMPROVEMENTS | |
|---|---|
| Reston TSA Road Fund/Service District | $44,600,000 |
| **Total Improvements** | **$2,265,600,000** |

| FUNDING SOURCES AS PERCENTAGE OF TOTAL REVENUES | | |
|---|---|---|
| RSTP (Federal) | $155,000,000 | 6.84% |
| Smart Scale (State) | $174,500,000 | 7.70% |
| C&I Tax (Local) | $79,750,000 | 3.52% |
| GO Bond (Local) | $194,000,000 | 8.56% |
| NVTA 30% (Local) | $16,200,000 | 0.72% |
| NVTA 70% (Regional) | $580,550,000 | 25.62% |
| Redevelopment Proposals | $716,000,000 | 31.60% |
| Reston TSA Road Fund/Service District | $349,600,000 | 15.43% |
| **Total Revenues** | **$2,265,600,000** | **100.00%** |

Specific public revenue source and associated revenues may vary over the life of the plan, but public revenues are projected to be available to fund the total amount of improvements approved by the Board of Supervisors for support by public revenues.

# Next Steps

- Continue development of Reston transportation funding plan based on comments received from the BTC
- Continue outreach to the community and stakeholders, including a community meeting.
- Board Public Hearing
- Board approval of a funding plan for Reston transportation improvements by late 2016/early 2017

# Comments/Questions?

# Reston Transportation Funding Plan

Feedback and Staff Recommendation

Board Transportation Committee
December 13, 2016

Tom Biesiadny, Janet Nguyen, Ken Kanownik
Fairfax County Department of Transportation

*This presentation was prepared by Fairfax County Department of Transportation staff.
It has not been endorsed by the Board of Supervisors.

# Agenda

- Review – Background, Projects, Framework, Funding Scenarios
- Recent Meetings
- Summary of Feedback from Community, Stakeholders, and Advisory Group
- Staff Recommendation
- Next Steps/Schedule

# Background

- Board of Supervisors approved the Reston Phase I Comprehensive Plan amendment on February 11, 2014 to address the three Reston Transit Station Areas (Reston TSAs: Wiehle-Reston East, Reston Town Center, and Herndon).
- The plan amendment recommended road transportation improvements, a grid network, and intersection improvements to support its vision for the Reston TSAs.
- A follow-on motion was also adopted that directed staff and the planning commission to develop an inclusive process to prepare a funding plan for the recommended transportation improvements that includes both public and private investment.
- A briefing was made to the Board Transportation Committee on October 4, 2016 on the work being done to develop the funding plan.

# Coordination with the Reston Network Analysis Advisory Group

- Staff has been working in coordination with the Reston Network Analysis Advisory Group to develop the funding plan.
- Reston Network Analysis Advisory Group
  - Mission Statement: Following the adoption of the Reston Master Plan Phase 1 update, the Reston Network Advisory Group was created by the Hunter Mill District Supervisor to establish **a forum for the Fairfax County Transportation staff to receive input and feedback from residents and property owners/developers on the Reston Network Analysis and associated plans**…..*
  - Advisory Group members include landowners, residents, community representatives, and members of the business community.
  - Advisory Group meetings are open to the public.
  - The group reviews potential strategies for allocation of costs, use of funding mechanisms, and revenue generation.
  - Provides feedback to staff on potential funding plan scenarios.

*Full mission statement and additional information can be found at: http://www.fairfaxcounty.gov/fcdot/restonnetworkanalysis/advisorygroup.htm

# Project List and Estimates

Projects to be included in the Reston Transportation Funding Plan were either recommended by the Reston Phase I Comprehensive Amendment or were necessary to support the plan.

All estimates are planning level estimates. Network Analysis study will refine the road widths and will provide priorities.

*Project is partially or completely located in Dranesville District. Remaining projects are located in Hunter Mill District.

| RESTON FUNDING PLAN PROJECTS | |
|---|---|
| **Projects** | **Estimate as of 2016** |
| **Roadway Improvements** | |
| DTR Crossing at Soapstone Overpass – Sunrise Valley Drive to Sunset Hills Road | $170,000,000 |
| DTR Town Center Parkway Underpass – Sunrise Valley Drive to Sunset Hills Road | $170,000,000 |
| Fox Mill Road Widening – Reston Parkway to Monroe Street | $60,000,000 |
| Monroe Street Widening – West Ox Road to Town of Herndon* | $80,000,000 |
| Pinecrest Road Extension – South Lakes Drive to Sunrise Valley Drive | $25,000,000 |
| Reston Parkway Widening – South Lakes Drive to DTR | $25,000,000 |
| Fairfax County Parkway - DTR to West Ox Road Widening | $80,000,000 |
| Fairfax County Parkway at Sunrise Valley Drive (Interchange) | $400,000,000 |
| South Lakes Drive Overpass – Sunrise Valley Drive to Sunset Hills Road | $90,000,000 |
| West Ox Road Widening – Lawyers Road to Centreville Road | $100,000,000 |
| **Total Roadway Improvements** | **$1,200,000,000** |
| | |
| **Intersection Improvements** | |
| Centreville Road at Sunrise Valley Drive* | $10,000,000 |
| Centreville Road/DTR EB on/off Ramps* | $1,500,000 |
| Hunter Mill Road/Sunset Hills Road | $3,500,000 |
| Reston Parkway/Bluemont Way | $4,000,000 |
| Reston Parkway/DTR WB on/off Ramps | $5,000,000 |
| Reston Parkway/New Dominion Parkway | $5,000,000 |
| Reston Parkway/Sunrise Valley Drive | $15,000,000 |
| Wiehle Avenue/DTR EB on/off Ramps | $600,000 |
| **Total Intersection Projects** | **$44,600,000** |
| | |
| **Grid Network** | **$1,021,000,000** |
| | |
| **Total** | **$2,265,600,000** |

Please note that the information provided in this presentation is not final and is for discussion purposes only.

# Reston Funding Plan Allocation Framework

Six options were proposed to the Advisory Group as methods of allocating costs. This allocation has been the basis for discussion of funding scenarios.

In this framework, public and private revenues will share costs, approximately equally.

Reston Roadway projects would be paid for with public revenues.

Intersections and the Grid would be paid for with private revenues.

Staff believes it is important to have a methodology and rationale behind proposed strategies to support decision making.

| **Allocation Option 5:** Project Category | | |
|---|---|---|
| **Project** | **Estimate** | **Allocation ($)** |
| | | |
| **Reston Roadways** | **$1,200,000,000** | |
| Public Share | 100% | $1,200,000,000 |
| Private Share | 0% | $0 |
| | | |
| **Reston Intersections** | **$44,600,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $45,000,000 |
| | | |
| **Grid** | **$1,021,000,000** | |
| Public Share | 0% | $0 |
| Private Share | 100% | $1,021,000,000 |
| | | |
| | | |
| **Total** | **$2,265,600,000** | |
| **Public Share** | **53%** | $1,200,000,000 |
| **Private Share** | **47%** | $1,065,600,000 |

*The public private split for the Tysons Transportation Funding plan is 56/44.

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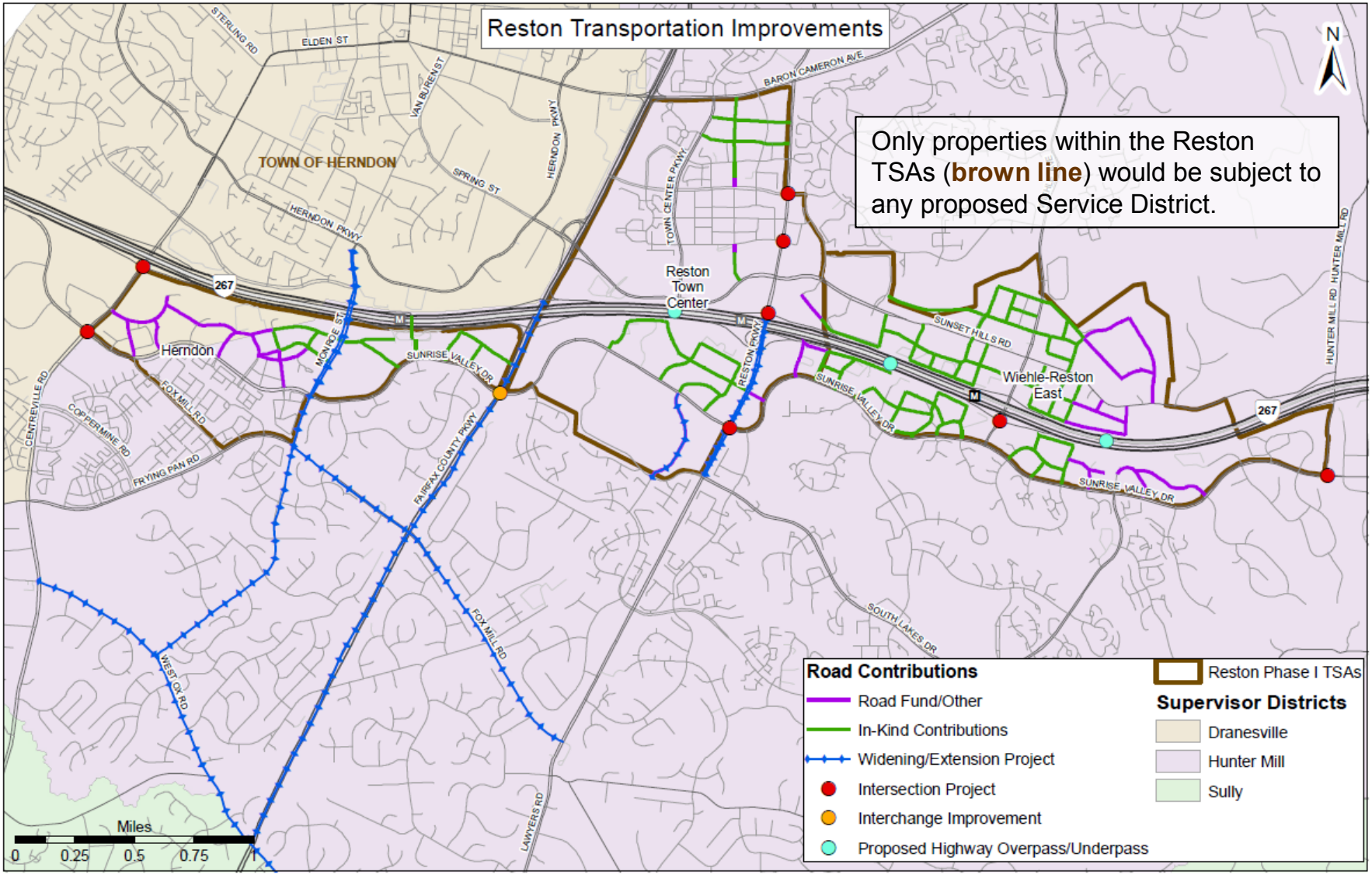
# Private Share of Funding Plan

| | |
|---|---|
| Total Private Share (Total Grid + Intersection Improvements) | $1,066,000,000 |

A significant portion of the total private share is expected to be paid for through in-kind contributions to the grid from developers as redevelopment occurs. The balance of the private share is expected to be paid for through contributions to another funding mechanism(s).

**Contributions Needed Towards Private Share from Other Funding Mechanism(s)**

| | |
|---|---|
| Grid estimate | $1,021,000,000 |
| Less: Expected developer in-kind contributions to the Grid | $716,000,000 |
| Net funding need from private share for Grid | $305,000,000 |
| Add: Intersections | $45,000,000 |
| **Contributions Needed Towards Private Share From Other Funding Mechanism(s)** | **$350,000,000** |


Reston Transportation Improvements
Only properties within the Reston TSAs (brown line) would be subject to any proposed Service District.
N
TOWN OF HERNDON
Herndon
Reston Town Center
Wiehle-Reston East
267
STERLING RD
ELDEN ST
VAN BUREN ST
HERNDON PKWY
SPRING ST
BARON CAMERON AVE
TOWN CENTER PKWY
MONROE ST
SUNRISE VALLEY DR
RESTON PKWY
SUNSET HILLS RD
HUNTER MILL RD
CENTREVILLE RD
COPPERMINE RD
FOX MILL RD
FRYING PAN RD
FAIRFAX COUNTY PKWY
WEST OX RD
LAWYERS RD
SOUTH LAKES DR
Miles
0 0.25 0.5 0.75 1
Road Contributions
Road Fund/Other
In-Kind Contributions
Widening/Extension Project
Intersection Project
Interchange Improvement
Proposed Highway Overpass/Underpass
Reston Phase I TSAs
Supervisor Districts
Dranesville
Hunter Mill
Sully

| Funding Scenarios Proposed to meet $350M Private Share Balance | Contribution Rates and Related Shortfall | | | | | | |
|---|---|---|---|---|---|---|---|
| | Road Fund | | ~~Tax~~/Service District over Reston TSAs | | | | |
| | Residential/DU | Commercial/SF | Other Funding Needed to meet $350M ($M) | ~~Tax District Rate~~ | | Service District Rate | Tax/Service District Contribution to $350M (%) |
| Scenario 1: Tysons residential rates | $2,571 | $18.34 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 2: Tysons commercial rates | $4,627 | $12.63 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 3: Rates proportional to development in Reston TSAs | $7,058 | $5.88 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 4: Tysons rates and Service District over Reston TSAs | $2,571 | $12.63 | $79 | ~~N/A~~ | - | 0.012 | 22% |
| Scenario 5: Tysons rates and Tax District over Reston TSAs | $2,571 | $12.63 | $79 | ~~0.025~~ | - | N/A | 22% |
| ~~Scenario 6: Tysons Rates and Service District over Reston &TSAs~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| ~~Scenario 7: Tysons Rates and Service District over Small Tax District 5~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| Scenario 8: General adjustment from Tysons rates, -11% | $2,288 | $11.24 | $108 | ~~0.035~~ | ~~or~~ | 0.017 | 31% |
| Scenario 9: Specific adjustments from Tysons rates, +15% residential, -19% commercial | $2,957 | $10.23 | $80 | ~~0.025~~ | ~~or~~ | 0.013 | 23% |
| Scenario 10: Splits $350M equally between Road Fund/Service District and maintains Tysons proportions for Res/Com road fund rates | $1,635 | $8.19 | $175 | ~~N/A~~ | | 0.027 | 50% |
| Scenario 11: Similar total expense per Road Fund (residential) contribution and Service District (avg. home) contribution | $2,080 | $10.09 | $132 | ~~N/A~~ | | 0.020 | 38% |

*Scenario 6 and 7 would not generate significant amounts of additional revenue to warrant additional implementation challenges and were removed from consideration.
Please note that the information provided in this presentation is not final and is for discussion purposes only.

# Recent Meetings and Outreach since October 4, 2016

| Date | Event |
|---|---|
| November 7, 2016 | • **Community Meeting** – provided updates regarding development of the Reston Transportation Funding Plan and sought feedback from the community. |
| November 21, 2016 | • **Advisory Group Meeting** – reviewed feedback received from the community, stakeholders, and the Advisory Group; continued discussion of the funding scenarios. |
| December 1, 2016 | • **Planning Commission Transportation Committee** – provided a briefing on the work being done towards development of the Reston Transportation Funding Plan. |

# Summary of Feedback from All Community Meetings

- Reston should not be compared to Tysons.
- If a development is profitable, developers should pay for all transportation costs associated with development.
- If a development is not profitable, the County and residents should not be subsidizing the costs associated with development.
- There was concern about developers building the expected in-kind contributions for less than the estimated total.
- Developments that create more traffic impact should pay for more of the improvements.
- The revenues from homeowners should not be used to pay for streets that benefit developers.

# Summary of Feedback from All Stakeholder Meetings

- Those who develop early in the funding plan should not have to contribute more to the funding plan than later developments.
- More emphasis should be placed on a service district rather than road funds. Service districts are bondable and more reliable.
- The road fund contribution for commercial property proposed in several of the scenarios is too high, and will make it difficult to develop commercial property in the Reston TSAs.
- Are all of the improvements in the Reston Transportation Funding Plan needed?

# Feedback from Advisory Group

The Reston Network Analysis Advisory Group (Advisory Group) created a written document that provided the group's high level feedback on the proposed Reston Transportation Funding Plan on September 26, 2016.

- Agreement on public/private allocation framework.
  - Roadway Improvements to be paid by public funding.
  - Intersection Improvements to be paid by private funding.
  - Grid Network to be paid by private funding.
- The tax district option is unrealistic and could be removed from further consideration for the funding plan.
- The Advisory Group is most interested in funding options that include both proffer (road fund) and service district revenue streams.

# Feedback from Advisory Group Continued

- The Advisory Group team recognizes that transportation is but one of many important development objectives under the comprehensive plan update that must be funded.
- There is agreement that there should be a sunset provision that terminates the Road Fund and service tax district when all the projects for which they were intended have been funded.
- The Advisory Group directed staff to pursue all further analysis on options 8, 10, and 11.

# Funding Scenarios 8, 10, and 11

**Scenario 8:** Uses the Tysons combined rates for residential and commercial and adjusts them downwards by 11% based on an average assessed value difference between all properties in Reston TSAs and Tysons in 2015. A service district over the Reston TSAs only fills any remaining funding needs based on the adjusted rates.

**Scenario 10:** Splits the private funding shortfall ($350M) equally between a road fund and a service district and determines rates that maintain the same residential to commercial road fund contribution ratio as Tysons.

**Scenario 11:** At an average annual service district contribution rate of $0.02/$100 of assessed value, a current resident in the Reston TSAs with an average residence of approximately $260,000 assessed value will have an out of pocket expense, paid over 40 years, approximately equal to a residential per dwelling unit contribution of a developer.

| Road Fund, New Development – Reston TSAs | | | | | All Properties – Reston TSAs | | |
|---|---|---|---|---|---|---|---|
| | Residential* | | Commercial | | Service District | | Contribution to $350M (%) |
| Scenario | Rate per Dwelling Unit | Revenue | Rate per Square Foot | Revenue | Rate+ | Revenue | |
| 8 | $2,288 | $87,000,000 | $11.24 | $155,000,000 | $0.017 | $108,000,000 | 31% |
| 10 | $1,635 | $62,000,000 | $8.19 | $113,000,000 | $0.027 | $175,000,000 | 50% |
| 11 | $2,080 | $79,000,000 | $10.09 | $139,000,000 | $0.020 | $132,000,000 | 38% |

*Residential includes apartments.

+Rate per $100 of assessed value

# Advisory Group Meeting - November 21, 2016

At the latest Advisory Group meeting on November 21, 2016:

- The Advisory Group did not come to a consensus on a final rate scenario.
- Various members of the Advisory Group voiced that each scenario had aspects that were preferable and that each scenario also had aspects that were not preferable.
- There was differing opinion on the appropriate level of specificity of any recommendation.
- The Advisory Group requested additional time to allow for the Reston Association Board to be briefed and to discuss the funding plan.

# Scenario 12

**Staff Proposal:**

- Using the Advisory Group's high level feedback, considering individual member's feedback, stakeholder feedback, and citizen feedback, staff proposes Scenario 12 to address as much of the input as possible.
- This scenario takes into account the ranges in scenarios 8, 10, and 11, and applied some additional refinement based on the feedback received.

**Scenario 12**

- Service District $0.021 per $100 of assessed value
- Residential: $2,090 per dwelling unit
- Commercial: $9.56 per square foot

# Funding Scenarios 8, 10, 11, and 12

| Road Fund, New Development – Reston TSAs | | | | |
|---|---|---|---|---|
| | Residential | | Commercial | |
| Scenario | Rate | Revenue | Rate | Revenue |
| 8 | $2,288 | $87,264,320 | $11.24 | $154,412,602 |
| 10 | $1,635 | $62,358,900 | $8.19 | $112,512,385 |
| 11 | $2,080 | $79,331,200 | $10.09 | $138,614,160 |
| 12 | $2,090 | $79,712,600 | $9.56 | $131,287,400 |

| Service District, All Properties in Reston TSAs | | | |
|---|---|---|---|
| | Service District | | Contribution to $350M (%) |
| Scenario | Rate | Revenue | |
| 8 | $0.017 | $108,323,078 | 31% |
| 10 | $0.027 | $175,128,715 | 50% |
| 11 | $0.020 | $132,054,640 | 38% |
| 12 | $0.021 | $139,000,000 | 40% |

- Apartments would contribute towards the residential road fund rates.
- Service district rate is shown as the annual average rate per $100 of assessed value.
- Revenues shown do not account for inflation and are total revenues over 40 years.

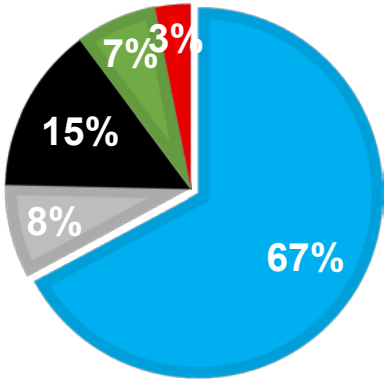
# Funding Scenarios 8, 10, 11, and 12

**Percent Contribution to Total Private Share ($1.066B):**

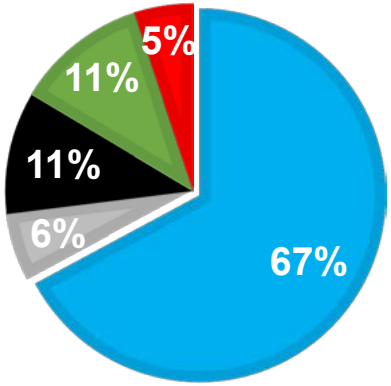
- In-Kind Contributions paid by developers
- Residential (Road Fund) paid by developers
- Commercial (Road Fund) paid by developers
- Service District C&I paid by commercial property owners
- Service District Owner Occupied paid by residents

| Contribution to Total Private Share | | |
|---|---|---|
| **Scenario** | **Road Fund** | **Service District** |
| **8** | 23% | 10% |
| **10** | 17% | 16% |
| **11** | 20% | 13% |
| **12** | 20% | 13% |

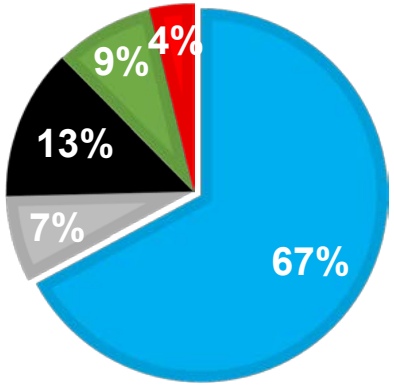
SCENARIO 8



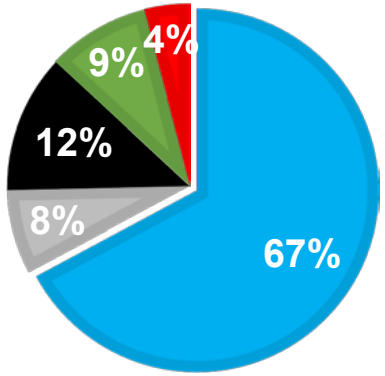

SCENARIO 10




SCENARIO 11




SCENARIO 12



# Financial Impact of a Service District by Scenario

| Residential | | | | | | | |
|---|---|---|---|---|---|---|---|
| Assessed Value | | $260,000.00* | | $500,000.00 | | $750,000.00 | |
| Option | Service District Rate | Annual | 40 Year Total | Annual | 40 Year Total | Annual | 40 Year Total |
| 8 | $0.017 | $44.20 | $1,768 | $85.00 | $3,400 | $127.50 | $5,100 |
| 10 | $0.027 | $70.20 | $2,880 | $135.00 | $5,400 | $202.50 | $8,100 |
| 11 | $0.020 | $52.00 | $2,080 | $100.00 | $4,000 | $150.00 | $6,000 |
| 12 | $0.021 | $54.60 | $2,184 | $105.00 | $4,200 | $157.50 | $6,300 |

| Commercial | | | | | | | |
|---|---|---|---|---|---|---|---|
| Assessed Value | | $1,000,000 | | $15,000,000 | | $50,000,000 | |
| Option | Service District Rate | Annual | 40 Year Total | Annual | 40 Year Total | Annual | 40 Year Total |
| 8 | $0.017 | $170 | $6,800 | $2,550 | $102,000 | $8,500 | $340,000 |
| 10 | $0.027 | $270 | $10,800 | $4,050 | $162,000 | $13,500 | $540,000 |
| 11 | $0.020 | $200 | $8,000 | $3,000 | $120,000 | $10,000 | $400,000 |
| 12 | $0.021 | $210 | $8,400 | $3,150 | $126,000 | $10,500 | $420,000 |

*Approximate average assessed value in Reston TSAs.

# Share of Contributions from Owner Occupied Residential Units

- In response to feedback from the public meeting, several citizens expressed displeasure for the potential to fund the grid of streets with service district funds.
- It is unknown what proportion of new residences in the Reston TSAs will be constructed as owner occupied residential dwelling units (OORDU).
- The current proportion of OORDUs in the Reston TSAs is approximately 22% of the total assessed value.
- Using a very aggressive and highly unlikely projection, 75% of future growth of all residential dwelling units being assigned as OORDUs, the total contribution to the service district at an average annual rate of $0.021/$100 of assessed value is approximately $42 million.
- This shows the OORDUs do not contribute more than the cost of the intersection improvements (estimated at approximately $45 million as of 2016).
- New developments and commercial and industrial properties will contribute the amounts needed to cover the grid network and a portion of the intersection improvements.

# Share of Contributions Owner Occupied Residential Units – Scenario 12

| Owner Occupied Residential Dwelling Unit (OORDU) Analysis Reston TSAs | | | |
|---|---|---|---|
| | **S.D. Rate $0.021 cents per $100** | | |
| | | | |
| Years | 5 Year Aggregate Contribution | Percent OORDU | OORDU Contribution |
| 2017-2021 | $ 10,444,896 | 22% | $ 2,297,877 |
| 2022-2026 | $ 12,423,086 | 24% | $ 2,981,541 |
| 2027-2031 | $ 14,401,276 | 26% | $ 3,744,332 |
| 2032-2036 | $ 16,379,466 | 28% | $ 4,586,250 |
| 2037-2041 | $ 18,357,656 | 30% | $ 5,507,297 |
| 2042-2046 | $ 20,335,846 | 32% | $ 6,507,471 |
| 2047-2051 | $ 22,314,036 | 34% | $ 7,586,772 |
| 2052-2056 | $ 24,292,226 | 36% | $ 8,745,201 |
| **Total** | **$ 138,948,487** | | **$ 41,956,741** |
| | Total Percent to Service District | | 30% |
| | Total Percent to Private Share | | 4% |
| | Total Percent to Funding Plan | | 2% |

# Discussion on Scenario 12

**Staff thoughts:**

- Slightly closer to the planned balance of residential to commercial development in the Reston TSAs. Only properties within the Reston TSAs will be affected.
- Owner occupied contributions do not exceed estimates for Intersection Improvements.
- Road fund rates is within acceptable range from other County fund areas.
- Aligns with input from the Advisory Group's high level feedback document from September 26, 2016, feedback from the community, and feedback from stakeholders.
- To be proposed and discussed at the Reston Association Board Meeting on December 15, 2016 and the Reston Network Advisory Group meeting on December 19, 2016.

Please note that the information provided in this presentation is not final and is for discussion purposes only.

| Funding Scenarios Proposed to meet $350M Private Share Balance | Contribution Rates and Related Shortfall | | | | | | |
|---|---|---|---|---|---|---|---|
| | Road Fund | | ~~Tax~~/Service District over Reston TSAs | | | | |
| | Residential/DU | Commercial/SF | Other Funding Needed to meet $350M ($M) | ~~Tax District Rate~~ | | Service District Rate | Tax/Service District Contribution to $350M (%) |
| Scenario 1: Tysons residential rates | $2,571 | $18.34 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 2: Tysons commercial rates | $4,627 | $12.63 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 3: Rates proportional to development in Reston TSAs | $7,058 | $5.88 | $0 | ~~N/A~~ | - | N/A | 0% |
| Scenario 4: Tysons rates and Service District over Reston TSAs | $2,571 | $12.63 | $79 | ~~N/A~~ | - | 0.012 | 22% |
| Scenario 5: Tysons rates and Tax District over Reston TSAs | $2,571 | $12.63 | $79 | ~~0.025~~ | - | N/A | 22% |
| ~~Scenario 6: Tysons Rates and Service District over Reston &TSAs~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| ~~Scenario 7: Tysons Rates and Service District over Small Tax District 5~~ | ~~$2,571~~ | ~~$12.63~~ | ~~$79~~ | ~~0.025~~ | ~~or~~ | ~~0.012~~ | ~~22%~~ |
| Scenario 8: General adjustment from Tysons rates, -11% | $2,288 | $11.24 | $108 | ~~0.035~~ | ~~or~~ | 0.017 | 31% |
| Scenario 9: Specific adjustments from Tysons rates, +15% residential, -19% commercial | $2,957 | $10.23 | $80 | ~~0.025~~ | ~~or~~ | 0.013 | 23% |
| Scenario 10: Splits $350M equally between Road Fund/Service District and maintains Tysons proportions for Res/Com road fund rates | $1,635 | $8.19 | $175 | ~~N/A~~ | | 0.027 | 50% |
| Scenario 11: Similar total expense per Road Fund (residential) contribution and Service District (avg. home) contribution | $2,080 | $10.09 | $132 | ~~N/A~~ | | 0.020 | 38% |
| Scenario 12: Staff Proposal | $2,090 | $9.56 | $139 | ~~N/A~~ | | 0.021 | 40% |

# Next Steps/Tentative Schedule

| Date | Event |
|---|---|
| January 2017 | • Dates to be determined, Community and Stakeholder Outreach |
| January 24, 2017 | • Request authorization to advertise public hearing on Reston Transportation Funding Plan |
| February 28, 2017 | • Public hearing to seek Board approval of Reston Transportation Funding Plan<br>• Request authorization to advertise public hearing on associated service district over the Reston TSAs only<br>• Board adoption of Road Fund and Road Fund Guidelines |
| March 2017 | • Public hearing on specific service district proposal over Reston TSAs only. |

# Comments/Questions?

Board Agenda Item
January 24, 2017

ACTION – 1

Approval of the Board of Supervisors' Meeting Schedule for Calendar Year 2017 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

ISSUE:
Board approval of its meeting schedule for January through December 2017.

RECOMMENDATION:
The County Executive recommends that the Board (1) approve the Board meeting schedule for January through December 2017 and (2) authorize the Chairman to defer any scheduled meeting to the Tuesday following a scheduled Board meeting if the Chairman, or the Vice Chairman if the Chairman is unable to act, finds and declares that the weather or other conditions are such that it is hazardous for members to attend.

TIMING:
Immediate. Virginia law requires the Board to adopt its regular schedule of meetings for calendar year 2017 at the first meeting in January.

BACKGROUND:
Previously, on September 20, 2016, staff presented the Board with a preliminary meeting schedule for calendar year 2017 for planning purposes, but Virginia Code Section 15.2-1416 requires the governing body of each county to establish the days, times, and places of its regular meetings at the annual meeting, which is the first meeting of the year. For that reason, the meeting schedule for calendar year 2017 is being presented to the Board again for formal approval. Scheduled meetings may be adjourned and reconvened as the Board may deem necessary, and the Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting, after notice required by Virginia law, as the need may rise.

In addition, Virginia Code Section 15.2-1416 authorizes the Board to fix the day or days to which a regular meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting. If those provisions are made, then all hearings and other matters previously advertised for that date shall be conducted at the continued meeting. In order to take advantage of that authority in such an emergency, staff recommends that the Board

also authorize the Chairman to continue any scheduled meeting to the following Tuesday when weather or other conditions make attendance hazardous. In that circumstance, the Board then would consider the agenda for that rescheduled meeting on that following Tuesday without further advertisement.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENT:
Attachment 1 – Proposed Meeting Schedule for Calendar Year 2017
Attachment 2 – Virginia Code Section 15.2-1416
Attachment 3 – Proposed Resolution Adopting Meeting Schedule and Authorizing the Chairman to Reschedule a Meeting in an Emergency

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

Attachment 1

# 2017 Board of Supervisors Meeting Schedule

| |
|---|
| **January 24, 2017** |
| **February 14, 2017** |
| **February 28, 2017** |
| **March 14, 2017** |
| **April 4, 2017**<br>**9:30 to 4:00 pm Board Meeting**<br>**4:00 p.m. Budget Public Hearing** |
| **April 5 – April 6, 2017**<br>**1:00 pm – Budget Public Hearings** |
| **April 25, 2017**<br>**Budget Markup** |
| **May 2, 2017**<br>**Includes Budget Adoption** |

| |
|---|
| **May 16, 2017** |
| **June 6, 2017** |
| **June 20, 2017** |
| **July 11, 2017** |
| **July 25, 2017** |
| **September 12, 2017** |
| **September 26, 2017** |
| **October 24, 2017** |
| **November 21, 2017** |
| **December 5, 2017** |

**ATTACHMENT 2**

**§ 15.2-1416. Regular meetings.**

The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed.

Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

(Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. 371, 591; 1997, c. 587; 2004, c. 549.)

# Resolution Establishing the Board Meeting Schedule for Calendar Year 2017 and Authorizing the Chairman to Reschedule a Meeting in the Event of Weather or Other Hazardous Conditions

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, January 24, 2017, at which a meeting quorum was present and voting, the following resolution was adopted:

**WHEREAS**, Virginia Code Section 15.2-1416 requires the Board of Supervisors of Fairfax County, Virginia, to assemble at its first meeting in January to adopt a schedule of the days, times, and places of its regular meetings in calendar year 2017; and

**WHEREAS**, Virginia Code Section 15.2-1416 authorizes the Board of Supervisors of Fairfax County, Virginia, to fix the day or days to which a regularly scheduled meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting;

**NOW, THEREFORE**, **BE IT RESOLVED** that the Board of Supervisors of Fairfax County

1. During Calendar Year 2017, the Board of Supervisors will meet in the Board Auditorium at 12000 Government Center Parkway, Fairfax, Virginia, on January 24, February 14, February 28, March 14, April 4, April 5, April 6, April 25, May 2, May 16, June 6, June 20, July 11, July 25, September 12, September 26, October 24, November 21, and December 5;

2. All such meetings shall generally begin at 9:30 A.M. except that the Board meetings on April 5 and 6 begin at 1 P.M.; and

3. If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting, then that meeting shall be postponed and conducted on the following Tuesday and all hearings and other matters shall be conducted at that time without further advertisement.

Copy Teste:

_____

Catherine A. Chianese
Clerk of the Board of Supervisors

Board Agenda Item
January 24, 2017

ACTION – 2

Approval of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Park Police (U.S. National Park Service)

ISSUE:
Board of Supervisors' approval of a Memorandum of Understanding between the Fairfax County Police Department and the United States Park Police (U.S. National Park Service) to ease traffic congestion on Georgetown Pike at Old Dominion Drive resulting from patrons entering Great Falls Park.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Chief of Police to sign the Memorandum of Understanding between the Police Department and the United States Park Police.

TIMING:
Board of Supervisors' action is requested on January 24, 2017.

BACKGROUND:
Great Falls Park (Virginia), part of the National Park Service, is an 800 acre scenic park accessed by roadways contained in Fairfax County, Virginia. The Park is open seven days a week, from 7:00 AM to thirty (30) minutes after sunset daily. The Park, located at 9200 Old Dominion Drive, McLean Virginia 22101, is accessed by either Georgetown Pike (RT193) or Old Dominion Drive (RT738). The main entrance to the Park is controlled by a traffic signal. The main artery into the Park in controlled by an Entrance Station, staffed by Park officials, to collect entrance fees for patrons.

Due to the popularity of the Park on weekends and holidays, the limited roadway access to the Park, and the finite capacity of parking (400 vehicles), overcrowding occurs at peak visitation hours. Vehicular traffic causes congestion on Georgetown Pike and Old Dominion Road. Traffic signal devices (VDOT) do not adequately remedy the situation. The parties believe it is in their interest to provide traffic control to Great Falls Park. The Board has the authority to enter into this MOU pursuant to Va. Code Ann. § 15.2-1729(B),

The United States Park Police will provide a marked police vehicle and two uniformed officers at the intersection of Georgetown Pike and Old Dominion Drive during times of traffic congestion resulting from patron delays entering

Great Falls Park. This service will begin upon receiving a request by the United States National Park Service.

The United States Park Police shall make a determination as to the availability and selection of the police officers assigned pursuant to this agreement. Officers participating in this MOU will perform only traffic control functions authorized under law and remain under the administrative supervision of the United States Park Police. All other traffic and pedestrian issues will be handled by the Fairfax County Police Department.

FISCAL IMPACT:
None

ENCLOSED:
Attachment 1 - Memorandum of Understanding between the Fairfax County Police Department and the United States Park Police (U.S. National Park Service).

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
Benjamin Jacewicz, Assistant County Attorney

**ATTACHMENT 1**

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES PARK POLICE
AND
FAIRFAX COUNTY POLICE DEPARTMENT

1. This Memorandum of Understanding (MOU) will establish an agreement for the United States Park Police (U.S. National Park Service) and the Fairfax County Police Department (FCPD) to ease traffic congestion on Georgetown Pike at Old Dominion Drive resulting from patrons entering Great Falls Park.

2. Great Falls Park (Virginia), part of the National Park Service, is an 800 acre scenic park accessed by roadways contained in Fairfax County, Virginia. The Park is open seven days a week, from 7:00 AM to thirty (30) minutes after sunset daily. The Park, located at 9200 Old Dominion Drive, McLean Virginia 22101, is accessed by either Georgetown Pike (RT193) or Old Dominion Drive (RT738). The main entrance to the Park is controlled by a traffic signal. The main artery into the Park is controlled by an Entrance Station, staffed by Park officials, to collect entrance fees for patrons.

3. Due to the popularity of the Park on weekends and holidays, the limited roadway access to the Park, and the finite capacity of parking (400 vehicles), overcrowding occurs at peak visitation hours. Vehicular traffic causes congestion on Georgetown Pike and Old Dominion Drive. Traffic signal devices (VDOT) do not adequately remedy the situation. The parties believe it is in their interest to provide traffic control to Great Falls Park.

4. The United States Park Police will provide a marked police vehicle and two uniformed officers at the intersection of Georgetown Pike and Old Dominion Drive during times of traffic congestion resulting from patron delays entering Great Falls Park. This service will begin upon receiving a request by the United States National Park Service (NPS).

5. The United States Park Police shall make a determination as to the availability and selection of the police officers assigned pursuant to this agreement. Officers participating in this MOU will perform only traffic control functions authorized under law and remain under the administrative supervision of the United States Park Police. All other traffic and pedestrian issues will be handled by the Fairfax County Police Department.

6. It is mutually agreed that this MOU shall be in effect until one or both parties formally request that this agreement be terminated. The term of this agreement shall begin on xxxxxxxxx.

| | |
|---|---|
| Alexcy Romero, Superintendent<br>National Park Service | Edwin C. Roessler Jr., Chief<br>Fairfax County Police Department |
| Date | Date |

Board Agenda Item
January 24, 2017

ACTION – 3

Approval of Interjurisdictional Solid Waste Facility Use Agreement Between Fairfax County and Prince William County

ISSUE:
Since 1993, Fairfax County and Prince William County have had in place a solid waste facility use agreement (the Interjurisdictional Agreement), whereby the jurisdictions have shared their solid waste management facilities in order to provide the most cost effective, efficient, and long-term solid waste processing and disposal options for both counties.

The new Waste Disposal Agreement (WDA) with Covanta Fairfax, Inc. requires that a new interjurisdictional solid waste facility use agreement be entered into by the counties.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve and authorize him to enter into an agreement with Prince William County regarding solid waste facility use, substantially in the form of the attached Interjurisdictional Agreement.

TIMING:
Immediate.

BACKGROUND:
Under the WDA, Fairfax County has agreed for Covanta Fairfax to provide waste-to-energy services at the Covanta facility in Lorton, known as the Covanta Energy/Resource Recovery Facility (Covanta E/RRF). Similarly, Prince William County has contracted for a private firm to operate a yard and organic waste composting facility on Balls Ford Road in Prince William County.

Under the terms of the new Interjurisdictional Agreement, Fairfax County is able to use the Prince William County facility as well as its landfill if backup disposal is needed. In exchange, Prince William County solid waste collectors have access to the Covanta E/RRF.

The Interjurisdictional Agreement remains a valuable tool in managing the County's yard waste, which is critical to meeting the state-mandated recycling requirement and providing a close disposal alternative that can be accessed quickly should a problem occur at the Covanta E/RRF. In addition, in 2017, Prince William County will open its new Organics Recycling facility, which will also be available for Fairfax County's use. This waste exchange arrangement is already included as a component in the County integrated waste management system described in our 20-year Solid Waste Management Plan.

The terms of the Interjurisdictional Agreement remain fair to both counties. The new Interjurisdictional Agreement will be for an additional five-year period, with annual extensions beyond the initial term to coincide with the WDA. Other changes include the need to charge Prince William County for ash disposal as a cost beyond the waste disposal charge. The economics of the Interjurisdictional Agreement remain similar, and there should be little fiscal impact as the County's yard waste disposal charges should be offset by the municipal solid waste and ash disposal charges to Prince William County.

The Code of Virginia authorizes both Fairfax County and Prince William County to enter into agreements for solid waste processing and disposal and to take all necessary and appropriate actions in cooperation with one another.

The Prince William County Board of Supervisors approved the entry of the Interjurisdictional Agreement at its meeting on December 9, 2016.

FISCAL IMPACT:
The fiscal impact will be minimal.

ENCLOSED DOCUMENTS:
Attachment 1 - Interjurisdictional Solid Waste Facility Use Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program
Joanna L. Faust, Assistant County Attorney

Attachment 1

# INTERJURISDICTIONAL
# SOLID WASTE FACILITY USE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of , 2016, by and between the Board of Supervisors of Fairfax County, Virginia ("Fairfax County") and the Prince William Board of County Supervisors ("Prince William County"); and

WHEREAS, Prince William County and Fairfax County have had a mutually beneficial relationship in the shared use of solid waste management facilities since 1993; and

WHEREAS, the 1993 Interjurisdictional Agreement, updated and extended in 2010, between Prince William County and Fairfax County provided that Prince William County and Fairfax County would continue to discuss and evaluate other opportunities to share existing facilities in order to provide the most cost effective, efficient, and long term solid waste processing and disposal options for both counties; and

WHEREAS, Prince William County continues to operate a sanitary landfill located in Independent Hill, Virginia; and

WHEREAS, Prince William County has contracted for a private firm to operate a yard and organic waste composting facility located at a site on Balls Ford Road; and

WHEREAS, Fairfax County has contracted for a private firm to provide waste-to-energy services at its facility in Lorton, Virginia, known as the Covanta Energy/Resource Recovery Facility ("Covanta ERRF"); and

WHEREAS, the agreement between Covanta Fairfax Inc., and Fairfax County is known as the Waste Disposal Agreement ("WDA") and is valid through February 1, 2021; and

WHEREAS, the WDA has variable rates and formulas for calculating disposal costs and the resulting ash that change the disposal fees between the Counties, which necessitates this Agreement; and

WHEREAS, Prince William County and Fairfax County find it mutually beneficial to cooperate in the shared use of these facilities and resources; and

WHEREAS, Fairfax County and Prince William County are authorized by the Code of Virginia to enter into agreements for solid waste processing and disposal and agree to take all necessary and appropriate actions in cooperation with one another, to carry out and be bound by this Agreement to the extent permitted by law.

NOW, THEREFORE, the parties agree as follows:

1. Fairfax County transfer trailer drivers (and contractor drivers) may use the Balls Ford Road yard and organic waste compost facility, or any alternate facility developed by Prince William County that may become available in the future. As used in this Agreement, "yard waste" means that fraction of municipal solid waste that consists of grass clippings, leaves, brush and tree prunings arising from general landscape maintenance. "Organic waste" means food scraps from commercial, industrial, institutional and residential sources and other compostable material found in municipal waste. Fairfax County may deliver yard waste or organic waste to the Balls Ford facility after its operational start date.

1.1 Fairfax transfer trailer drivers shall deliver yard waste and organic waste to the Balls Ford Road composting facility via I-66 and the Prince William Parkway. Prince William County shall specify reasonable alternative means of access if these routes become impassable for any reason.

1.2 Fairfax County will commit, as much as it is reasonably able and has authority to do so, to deliver a minimum of 20,000 tons of yard waste or organic waste per year to the Prince William County compost facilities, as long as this quantity of yard waste or organic waste is collected by Fairfax County and/or enters Fairfax County's solid waste management facilities from public and private sources, and the compost facility is able to process that amount. Any yard waste or organic waste delivered directly by private haulers from Fairfax County shall be included in this amount.

2. Fairfax County transfer trailer drivers may use the Prince William County landfill in Independent Hill when necessary but such use shall be restricted to prearranged, mutually - agreed deliveries and amounts in transfer trailers. No private citizens or private solid waste haulers shall be permitted to deliver Fairfax County waste directly to the Prince William landfill during these occurrences.

2.1 Refuse vehicles delivering waste to the Prince William County landfill shall access the facility via Route 234. Prince William County shall specify reasonable alternative means to access the site if these routes become impassable for any reason.

2.2 The annual amount of Fairfax County waste delivered to the Prince William County landfill shall not exceed 30,000 tons without permission from Prince William County.

3. Prince William County and solid waste companies permitted by Prince William County may use the Covanta ERRF for the disposal of acceptable waste. "Acceptable waste" means solid waste which can be processed in the Covanta ERRF. Prince William County may also use the tire processing facility located at the I-95 Landfill.

3.1 Refuse vehicles from Prince William County shall access the Covanta ERRF via U.S. Route 1, Furnace Road, and the Landfill Access Road. Fairfax County shall specify reasonable alternative means of access if these routes become impassable for any reason. Lorton Road, Route 624, shall not be used. No Prince William County homeowners or vehicles that must be hand unloaded shall be allowed to directly deliver acceptable waste to the Covanta ERRF.

3.2 Prince William County will allow its private waste haulers, through the Prince William County refuse hauler permit process, to bring approximately 60,000 tons of waste to the Covanta ERRF annually, provided the facility is able to process that amount, under Fairfax County's contract rate.

3.3 During scheduled outages at the Covanta Fairfax ERRF, Prince William County will direct its private waste haulers to not bring Prince William solid waste to the facility. During sustained unscheduled outages, Prince William and Fairfax Counties will determine if Prince William waste will be reduced at the Covanta ERRF. Fairfax County will provide at least 7 days' notice to Prince William County of any scheduled outages and for unscheduled outages as circumstance warrants whenever possible.

4. Disposal Fees may be charged by both counties to cover their costs.

4.1 The disposal fee at the Covanta ERRF will be set by Covanta Fairfax per the WDA. Prince William County will pay the same fee for use of this facility as Fairfax County pays under the WDA. Ash disposal cost will be added to the fee for PWC waste, using the calculation from the WDA.

4.2 Fairfax County will pay a waste disposal fee at the Prince William County Independent Hill landfill equal to the disposal fee Fairfax County charges Prince William County for disposal of solid waste plus the incremental cost of ash disposal.

4.3 The fees for processing of yard waste and organic waste at the Prince William County facilities will be set by Prince William County, after consultation with Fairfax County, based upon the anticipated quantity of material to be processed, the contractor's charges, and the recovery of costs to own and operate the facilities. Fairfax County will pay the negotiated disposal fee for yard waste and organic waste recycling and processing.

4.4 The rates will be determined and communicated by June 1 each year in consultation between Fairfax and Prince William Counties and based upon the anticipated quantity of materials, the contractor's charges, and the recovery of costs. Any adjustment to rates will be effective July 1 of each year.

4.5 Each county will invoice the other monthly for disposal/recycling services provided. Each county will pay the invoices upon receipt of properly completed invoices.

4.6 Invoices for Fairfax County should be mailed to:
Solid Waste Management Program
12000 Government Center Parkway, Suite 458
Fairfax, VA 22035

Or emailed to: DPWESSWMPLIS@FairfaxCounty.gov

4.7 Invoices for Prince William County should be mailed to:

Prince William County
Sanitary Landfill
14811 Dumfries Road
Manassas, VA 20112

Or emailed to: JValentine@pwcgov.org

5. Costs incurred by one county related to special projects, emergency support, or other needs, will be described in a separate billing and will be paid upon presentment of the invoice.

6. The counties will exchange billing information and scale records monthly, within 5 business days of the end of each month. This information may be exchanged electronically.

7. This Agreement is based on a fiscal year calendar, July 1 through June 30.

8. The Director of Public Works of Prince William County and the Director of Public Works and Environmental Services of Fairfax County, or their designees, will be the administrators of this Agreement, responsible for the administration of its terms. Either party, after consultation by the Administrators, may from time to time be required to restrict deliveries if warranted by facility operating status or waste deliveries in excess of the processing capacity of their respective facilities.

9. This Agreement shall become effective upon execution by Prince William County and Fairfax County. This Agreement shall run concurrently with the WDA through February 1, 2021 and will automatically extend if the WDA is extended further, unless at least 90 days notice is given by one party that it does not want this Agreement to be extended.

10. Either party may terminate this Agreement for any reason by giving 90 days advance notice in writing to the other party.

11. Each jurisdiction and any refuse hauler using a facility pursuant to this Agreement shall abide by the rules and regulations of that facility in accordance with all Federal, State, and local laws and ordinances.

12. The obligations of Prince William County and Fairfax County under this Agreement are contingent upon the appropriation for each fiscal year by each Board of Supervisors of funds from which payments under this Agreement can be made. Neither party shall be liable for any amounts payable under this Agreement unless and until such funds have been appropriated for payment, nor is either party obligated in any year to make any appropriation with respect to this Agreement. This Agreement shall not constitute a pledge of the full faith and credit of either Prince William County or Fairfax County in violation of Section 10 of Article X of the Constitution of the Commonwealth of Virginia or a bond or debt of either Prince William County or Fairfax County within the meaning of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

13. This Agreement may not be assigned by any party without the prior written consent of the other party.

14. All notices, consents, approvals, and other communications required, permitted, or otherwise delivered under this Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class registered or certified mail, return receipt requested, and shall be addressed to the Administrator as follows:

If to Fairfax County:

Director of Public Works and Environmental Services
12000 Government Center Parkway, Suite 458
Fairfax, Virginia 22035-0035
Phone: (703) 324-5033
Fax: (703) 324-3942

If to Prince William County:

Director of Public Works
5 County Complex Court, Suite 260
Prince William, Virginia 22192
Phone: (703) 792-6820
Fax: (703) 792-6828

15. This Agreement constitutes the entire and complete agreement of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous understandings, arrangements, commitments, and representations, all of which, whether oral or written, are merged into this Agreement.

16. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any permitted successor or assignee.

17. The laws of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

19. Each party shall execute and deliver any instruments and perform any acts requested by the other party that may be necessary and reasonable in order to give full effect to this Agreement.

20. This Agreement may be amended by the written agreement of both parties.

21. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute one party a partner, agent, or legal representative of the other party or to create any fiduciary relationship between the parties.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By _____ _____
By: Edward L. Long, Jr. Date
County Executive

BOARD OF SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

By _____ _____
Corey Stewart, Chairman Date

Board Agenda Item
January 24, 2017

ACTION – 4

Board Approval of a Resolution Requesting the Fairfax County Economic Development Authority Issue Its County Metrorail Parking System Revenue Bonds Series 2017A for the Herndon and Innovation Center Metrorail Station Parking Garages (Hunter Mill and Dranesville Districts)

ISSUE:
Board approval of a resolution to authorize and request the sale of Fairfax County Economic Development Authority County Metrorail Parking System Revenue Bonds Series 2017A for the Herndon and Innovation Center Metrorail Station Parking Garages

RECOMMENDATIONS:
The County Executive recommends that the Board:

1. Approve the Resolution which requests the Fairfax County Economic Development Authority ("EDA") to issue bonds to finance the cost of construction of the Herndon and Innovation Center Station Metrorail Station Parking Garages (the "County Resolution"); and
2. Approve the form of the Supplemental Trust Agreement, between the EDA and the trustee, which agreement sets forth the terms of the Bonds; the application of the proceeds of the Bonds and the pledged revenues and the provisions for the payment of the Bonds (the "Supplemental Trust Agreement"); and
3. Approve the form of the Preliminary Official Statement, Continuing Disclosure Agreement, Bond Purchase Agreement; and
4. Authorize the execution and delivery of the documents and authorize the Chairman, Vice Chairman, the County Executive or the Chief Financial Officer to determine and approve certain details of the transaction.

TIMING:
Board action is requested on January 24, 2017. The bond sale is currently scheduled for February 2017.

Board Agenda Item
January 24, 2017

BACKGROUND:
In July 2007, Fairfax County, Loudoun County, and the Metropolitan Washington Airports Authority (MWAA) entered into a Funding Agreement to support the capital cost of design and construction for the Dulles Corridor Metrorail Project (the Silver Line). The Funding Agreement provides in general that the Counties and MWAA are responsible for the total capital cost of design and construction in addition to contributions from the Commonwealth of Virginia and the federal government.

In November 2011, the Fairfax County Board of Supervisors agreed to the Memorandum of Agreement to participate in Phase 2 of the Silver Line and to use its "best efforts" to seek funding for the parking garages at the Herndon and Innovation Center Metrorail Stations from sources outside of the shared funding formula agreed to by the funding partners.

Then, in December 2104, the County received $403.3 million towards its baseline share of project costs from the United States Department of Transportation's (USDOT) Transportation Infrastructure and Finance and Innovation Act (TIFIA) loan for the Dulles Metrorail project. In connection with the TIFIA loan, the County and USDOT executed a Letter Agreement in which the County agreed to complete construction of the Herndon and Innovation Center Metrorail Station Parking Garages on or before the announced start date of revenue/passenger service for Phase 2 of the Silver Line. Construction of the Silver Line Phase 2 project is expected to be substantially complete in the summer 2019 and the WMATA Board will set the opening date sometime thereafter. The County timeline provides for construction of the garages to be completed in spring 2019.

If the County does not meet this deadline, it is required to prepay any drawn amount of the TIFIA loan plus accrued interest. As a point of reference, in December 2016, this amount equaled $228.8 million and will increase as construction progresses. In the unlikely event the County does not complete construction of the parking garages by the agreed-upon date, staff would recommend a public sale of bonds backed by Fund 40010, County and Regional Transportation Projects, to repay the drawn portion of the County's TIFIA loan.

The Letter Agreement also provides for an uncontrollable force provision (i.e., force majeure), whereby the County would not be held liable for any construction delay to either parking garage that was the result of certain circumstances beyond the control of the County, such as a natural disaster. Lastly, USDOT provided language in the Letter Agreement confirming that no TIFIA loan proceeds have or will be used for the parking garages. Thus, the parking garages have neither been selected nor designated as federally funded projects. This provision was requested by the County to ensure that the parking garages would not be subject to federal regulation and oversight, which

could cause a significant delay to the schedule and increase the cost of constructing the garages and jeopardize the County's current plan of finance and project schedule.

Once constructed, the County will own, operate, and maintain the Herndon and Innovation Center Garages as part of a system of County parking garages that also includes the Wiehle-Reston East Metrorail Station Parking Garage. By retaining ownership of the Herndon and Innovation Center parking facilities, the County retains all the parking revenues, is responsible for operations and maintenance of the garages, and controls future development on the Herndon Station site.

The County acquired the site of the Herndon Station Parking Garage in the mid-1990s and developed it as a satellite park and ride facility. There are currently 1,569 spaces at the existing parking garage and the new parking garage will provide for an additional 2,006 spaces for a combined total of 3,575 spaces. A parking fee is not currently assessed for the existing spaces at Herndon, but a daily parking fee will be assessed to all 3,575 spaces when passenger/revenue service begins for Phase 2. The total project estimate is $44.5 million with construction currently underway and scheduled for completion in spring 2019.

The County secured the property for the Innovation Center Station Parking Garage as part of a proffer in exchange for mixed use development adjacent to the parking facility. There will be 2,070 spaces subject to a daily parking fee in the Innovation Center Parking Garage. The total project estimate is $57.4 million. Upon bidding for construction in winter 2017, and determination and verification of the low-bid contractor, the Department of Public Works and Environmental Services (DPWES) Building Design and Construction Division will provide the post-bid updated project estimate amount to incorporate into the plan of finance in advance of the bond sale. Construction is scheduled to begin in winter 2017 with completion in spring 2019.

The Plan of Finance

The Board approved the plan of finance for the Herndon and Innovation Center Station Parking Garages following a public hearing on November 18, 2014. The plan of finance was then validated by the Fairfax County Circuit Court in February 2015. Under the approved plan of finance, the EDA will issue Metrorail Parking System Revenue bonds to pay the construction costs. The EDA will then loan the proceeds of these bonds to the County pursuant to the terms of the Loan Agreement, which the Board also approved on November 18, 2014.

The County will repay the EDA using a combination of surcharge revenues from existing Metrorail Parking Facilities in the County and revenues from the new Metrorail Parking Facilities owned by the County. Staff provided updates of the plan of finance for the EDA Parking Revenue Bond Sale at the May 24, 2016, and December 13, 2016, Board Transportation Committee meetings. The EDA approved this plan of finance on October

21, 2014, and authorized the issuance of this specific series of bonds at its January 11, 2017, meeting.

The County has already appropriated local as well as regional transportation funding for project costs including design, land acquisition, and shared infrastructure at Innovation Center Station totaling $23.2 million. This appropriation will reduce the amount required to finance the two parking garages to $78.7 million. The County Resolution (Attachment 1) however requests the EDA to issue the Bonds in an amount not to exceed a total of $88 million. Staff requests this additional amount to provide for flexibility with ongoing changes in municipal market conditions leading up to the planned bond sale for February 2017.

The surcharge agreement between WMATA and the County has provided a mechanism for WMATA to collect a base parking fee and a surcharge fee at the five WMATA owned/leased parking facilities in Fairfax County (Huntington, West Falls Church, Dunn Loring, Vienna, and Franconia) and two additional stations (East Falls Church in Arlington County and Van Dorn in the City of Alexandria). WMATA uses the base parking fee to operate and maintain the parking facilities. The County has used the surcharge fee to pay the debt service on previous EDA revenue bonds to finance the construction of Vienna I and II, Huntington I and II, and Franconia. All such debt has been fully paid.

Since the County will own the Herndon and Innovation Center Station Parking Garages, the County and WMATA amended the surcharge agreement in 2015. The amended surcharge agreement permits the County to use surcharge revenues for the County-owned facilities. The amended agreement also requires WMATA to transfer the surcharge revenues to the County monthly. The surcharge fees currently generate approximately $3-4 million annually. Under the amended surcharge agreement, the County will retain the entire daily parking fee at the Herndon, Innovation Center, and Wiehle-Reston East Metrorail Station Parking Garages, which is currently of $4.85.

In addition to the surcharge revenues generated from existing Metrorail parking facilities, the County will use the parking fees collected at the Herndon and Innovation Center Metrorail Parking Garages to pay the debt service on these two new parking facilities. The County sets parking fees for Metrorail Parking areas owned or controlled by the County on an annual basis and has kept the rate consistent with the rate set by WMATA at its parking facilities. This rate setting approach was used at the Wiehle-Reston East Metrorail Station Parking Garage. For FY 2017, WMATA charges a daily rate of $4.85 per day. Staff will update the Board on the final WMATA rate and the recommended County rate in late spring 2017 when the WMATA FY 2018 Budget has been approved.

In forecasting the expected parking fee revenues from the new parking garages, the County relied upon the assistance of an outside parking garage consultant to project out-year occupancy rates at these two parking garages. With respect to utilization, the consultants recommended a conservative ramp up in occupancy rates at the Herndon and Innovation Center Station garages. As a result, revisions were incorporated in the County's financial modeling for the parking fund, including a 50% occupancy rate in FY 2021 ($3.5 million), increasing on average by 2% per year until a 63% occupancy rate is achieved in FY 2028 ($4.7 million). An inflationary factor of 1% is applied to all revenues.

Parking revenues will be collected in Fund 40125, Metrorail Parking System Pledged Revenues Fund. The projected ending balance for the FY 2017 Revised Budget Plan is $17.7 million. The ending balance reflects a one-time infusion of County surcharge balances previously held with WMATA that were transferred to the County as a result of the Second Amended and Restated Surcharge Implementation Agreement. This projected ending balance is also net of the $7.8 million in outstanding debt retired on the Vienna II Parking Garage with appropriation authority provided as part of the *FY 2016 Carryover Review*. The County anticipates utilizing approximately $11 million of the $17.7 million FY 2017 projected ending balance to further buy down project related costs (capitalized interest) for the bond sale.

Following the November 2016 election, municipal market conditions have been volatile. As a result, the County's Financial Advisor estimates the projected annual debt service for both garages could range from $5.1 to $5.6 million over a 30 year amortization period beginning in FY 2021. Final debt service amounts will be determined based on market conditions when the bonds are planned to be sold in February 2017. Operations and maintenance expenses commence at an estimated $815,000 in FY 2020 for five months of revenue/passenger service, and then rise to roughly $2 million in FY 2021 with an annual inflationary adjustment of 2% thereafter.

When taking into account these revenue and expense assumptions, the result is consistent with the County's original financial projection. County surcharge and parking revenues are projected to cover annual debt service (including the high end of the range $5.6 million figure cited), operations and maintenance expenses, and do not rely on the use of general fund monies.

To further achieve a cost-effective borrowing rate and reasonable debt service cost, staff recommends credit enhancement from the County to achieve the highest bond rating possible from the rating agencies. Consistent with past practice, the County would fully fund a Debt Service Reserve Fund (DSRF) from bond proceeds at the closing of the bond sale that could be tapped to cover debt service payments if parking revenues did not materialize in a given fiscal year. Any shortfalls in the DSRF occurring over the life of the bonds would then be required to be backfilled by an appropriation

from the General Fund (i.e. Moral Obligation). This credit enhancement is consistent with prior EDA bonds issued for debt incurred for the Route 28 Transportation Improvement District, the Vienna I and II Parking Garages, Huntington I and II, and the County's TIFIA loan. There is no impact on the County's 10% debt ratio provided there is no use of general fund monies.

Staff will provide the Board a summary memorandum on the results of the bond sale that is currently scheduled for February 2017.

FISCAL IMPACT:
The total project estimate for the Herndon and Innovation Center Metrorail Station Parking Garages is $101.9 million. When deducting prior funds approved for design and portions of infrastructure of $23.2 million, this reduces the amount of the total project estimate in EDA bond financing to $78.7 million. Following the November 2016 election, municipal market conditions have been volatile. As a result, the County's Financial Advisor estimates the projected annual debt service for both garages could range from $5.1 to $5.6 million over a 30 year amortization period beginning in FY 2021. Operations and maintenance expenses commence at an estimated $815,000 in FY 2020 for five months of revenue/passenger service, and then rise to roughly $2 million in FY 2021 with an annual inflationary adjustment of 2% thereafter. These expenses will be paid out of Fund 40125, Metrorail Parking System Pledged Revenues.

ENCLOSED DOCUMENTS:
Attachment 1 - Resolution of Approval – Board of Supervisors
Attachment 2 - Bond Sale Schedule of Events
Attachment 3 - First Supplemental Trust Agreement
Attachment 4 - Preliminary Official Statement
Attachment 5 - Continuing Disclosure Agreement
Attachment 6 - Bond Purchase Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Joseph Mondoro, Chief Financial Officer
James Patteson, Director, Department of Public Works and Environmental Services
Tom Biesiadny, Director, Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination & Funding Division, FCDOT
Mark Canale, Chief, Special Projects Division, FCDOT
Patricia Moody McCay, Assistant County Attorney
Joseph LaHait, Debt Coordinator, Department of Management & Budget

**RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS FAIRFAX COUNTY METRORAIL PARKING SYSTEM PROJECT REVENUE BONDS SERIES 2017, APPROVING A FORM OF A FIRST SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND AUTHORIZING THE APPROVAL OF THE COUNTY TO SUCH AGREEMENT; MAKING A CONTINUING DISCLOSURE UNDERTAKING AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED**

**WHEREAS,** the Board of Supervisors (the "Board") of Fairfax County (the "County") approved and established on November 18, 2014, following a public hearing, the Fairfax County Metrorail Parking System (the "County Metrorail Parking System") consisting of the public portion of the parking structure at the Wiehle-Reston East Metrorail station, the existing parking garage proximate to the to be constructed Herndon Metrorail Station, a parking garage to be constructed at the Herndon Metrorail Station (the "New Herndon Metrorail Parking Garage"), a parking garage to be constructed at the to be constructed Innovation Center Station Metrorail Station (the "Innovation Center Metrorail Parking Garage" and together with the New Herndon Metrorail Parking Garage, the "County Metrorail Parking Project") and any additional parking facilities that the County controls and that the Board determines will serve Metrorail patrons (collectively, the "Fairfax County Metrorail Parking Facilities") for the purpose 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 Washington D.C. Metro Area and reduce vehicle traffic congestion on County roads and highways; and

**WHEREAS**, the County agreed in a Memorandum of Understanding with the Metropolitan Washington Airports Authority, the Commonwealth of Virginia Department of Transportation, Loudoun County, Washington Metropolitan Area Transit Authority ("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 Metrorail Station, Herndon Metrorail Station and Innovation Center Metrorail Station) in the County, subject to certain conditions, undertake to provide parking facilities at the Herndon Metrorail Station and the Innovation Center Metrorail Station; and

**WHEREAS,** the County, WMATA and the Fairfax County Economic Development Authority (the "EDA") have financed the construction of parking facilities at the Vienna/Fairfax-GMU Metrorail Station and Huntington Metrorail 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 Metrorail Station and the Van Dorn Street Metrorail Station (collectively, the "WMATA Controlled Parking Spaces") and;

**WHEREAS,** the County and WMATA entered into a Second Amended and Restated Surcharge Implementation Agreement, dated and effective March 17, 2015 (the "Surcharge Agreement") pursuant to which changes were made to a 1999 Surcharge Agreement and by the terms of which WMATA will continue to levy and collect the Surcharge on WMATA Controlled Parking Spaces and provide the Surcharge revenues (the "Surcharge Revenues") to the County

for credit to its County Metrorail Parking System Pledged Revenues Fund and for application by the County for Metrorail parking purposes and;

**WHEREAS,** the combination of the Surcharge Revenues on the WMATA Controlled Parking Spaces and the revenues received from the parking rates at the Fairfax County Metrorail Parking Facilities (the "County Metrorail Parking Facilities Revenues" and together with the Surcharge Revenues, the "Pledged Revenues") will provide the County with revenues that will be sufficient to pay debt service on the Series 2017 Bonds (hereinafter defined) issued to finance the costs of construction of the County Metrorail Parking Project; and

**WHEREAS**, on November 18, 2014, the Board passed a resolution (the "2014 Resolution") which approved a form of a Loan Agreement by and between the County and EDA, which sets forth, among other things, the agreement that EDA loan the proceeds of the Series 2017 Bonds to the County to finance the County Metrorail Parking Project and the County agrees to repay the loan from Pledged Revenues and to issue a County Metrorail Parking System Revenue Bond (the "County Bond") to EDA in evidence of its obligation to repay from Pledged Revenues such loan; and

**WHEREAS**, pursuant to the 2014 Resolution, the Board approved the form of a Trust Agreement by and between EDA and a trustee (the "Trustee"), which provides for, among other things, bonds to be issued from time to time to finance the County Metrorail Parking Project or any other County-controlled parking projects to be constructed at or near WMATA Metrorail stations in the County, and

**WHEREAS,** pursuant to the 2014 Resolution the Board requested the EDA to authorize one or more series of bonds to be issued under the Trust Agreement to finance the County Metrorail Parking Project in an aggregate principal amount not to exceed $142,000,000 (the "Parking Revenue Bonds");

**WHEREAS**, pursuant to a November 18, 2014, resolution adopted by the EDA Commissioners (the "EDA Resolution"), the EDA approved the issuance of the Parking Revenue Bonds

**WHEREAS,** pursuant to the EDA Resolution, the EDA authorized the initiation of the judicial determination of the validity of the Parking Revenue Bonds; and

**WHEREAS,** on February 24, 2015, the Fairfax County Circuit Court issued the order validating the Parking Revenue Bonds, the Trust Agreement, the Loan Agreement, the Surcharge Agreement and the County Bond and found that the pledge of the Pledged Revenues to the repayment of the County Bond were authorized by applicable Commonwealth of Virginia law; and

**WHEREAS**, the County is requesting EDA to consider a resolution authorizing the issuance of the Series 2017 Bonds, as a series of Parking Revenue Bonds, to provide financing for the County Metrorail Parking Project; and

**WHEREAS,** the Board has determined to covenant in the Loan Agreement, as set forth in Section 3.04(a) [Alternative 2] in the form of the Loan Agreement previously approved, that upon notification from the Trustee that the amount to the credit of the Reserve Subfund

established in the Trust Agreement is less than the requirement set forth therein, subject to appropriation for such purpose, the County shall budget, appropriate and pay from the General Fund the amount of the deficiency in the Reserve Subfund (the "Loan Agreement Subject to Appropriation Reserve Subfund Payment Provision"); and

**WHEREAS**, the Board has determined to approve the form of a first supplemental trust agreement (the "Supplemental Trust Agreement") between EDA and the Trustee, that will set forth details of bonds, to be designated "Fairfax County Economic Development Authority Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017" (the "Series 2017 Bonds"); and

**WHEREAS**, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the underwriters for the Series 2017 Bonds (the "Underwriters") and approved by the County, which provides for the sale of the Series 2017 Bonds to the Underwriters (the "Bond Purchase Agreement"); and

**WHEREAS**, there has been presented to the Board a proposed Preliminary Official Statement describing the Series 2017 Bonds, EDA, the County and the County Metrorail Parking Project (the "Preliminary Official Statement"); and

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

**WHEREAS**, the Board has duly reviewed and considered the forms of the Supplemental Trust Agreement, the Bond Purchase Agreement, the Preliminary Official Statement and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

**WHEREAS**, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the sale of the Series 2017 Bonds and the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

**BE IT RESOLVED** by the Board as follows:

**SECTION** 1. EDA is hereby requested to authorize and issue the Series 2017 Bonds in an aggregate principal amount not to exceed $88,000,000 for the purpose of financing the County Metrorail Parking Project (including the funding of any necessary reserves and capitalized interest), as provided in the Trust Agreement and Supplemental Trust Agreement on a date no later than December 31, 2017; such Series 2017 Bonds are requested to be sold to the Underwriters pursuant to the terms of the Bond Purchase Agreement.

**SECTION** 2. The form of the Supplemental Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the Series 2017 Bonds, is hereby approved in such form and containing substantially the terms and

provisions therein set forth with such additions and modifications as shall be approved by a Delegate.

**SECTION** 3. The form of Bond Purchase Agreement presented to this meeting, providing for the purchase of the Series 2017 Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute an approval to such Bond Purchase Agreement and the related letter of representation with such additions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

**SECTION** 4. The form of the Preliminary Official Statement is hereby approved and deemed "final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such additions and modifications as shall be approved by a Delegate. The distribution and use by the Underwriters of the Series 2017 Bonds of a final Official Statement relating to the Series 2017 Bonds (the "Official Statement") is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement with such minor changes, insertions and omissions as may be approved by a Delegate.

**SECTION** 5. The form of the Continuing Disclosure Agreement presented to this meeting be, and the same hereby is, approved, and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute and deliver, under seal, in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval.

**SECTION** 6. The execution and delivery by a Delegate of the Continuing Disclosure Agreement and the Bond Purchase Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

**SECTION 7.** The Loan Agreement Subject to Appropriation Reserve Subfund Payment Provision is hereby approved.

**SECTION** 8. The members, officers, legal counsel, agents and employees of the Board, and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2017 Bonds, the Trust Agreement, the Supplemental Trust Agreement, the Loan Agreement, the County Bond, the Continuing Disclosure Agreement, the Surcharge Agreement, the Official Statement and the Bond Purchase Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Series 2017 Bonds, the Trust Agreement, the Supplemental Trust Agreement, the Loan Agreement, the County Bond, the Continuing Disclosure Agreement, the Surcharge Agreement, the Official Statement and the Bond Purchase Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

**SECTION** 9. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION** 10. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution and the 2014 Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

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

**SECTION** 12. This Resolution shall take effect immediately upon its adoption.

# Attachment 2

## Draft Critical Path Schedule
## Fairfax County Economic Development Authority
### Fairfax County Parking System Revenue Bonds, Series 2017

| December 2016 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| January 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| February 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

| March 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| Week Of | Activity & Event | Responsible Party |
|---|---|---|
| **October 3rd** | | |
| *Monday, October 3rd* | Underwriter Letter RFP Distributed | County |
| **October 10th** | | |
| *Monday, October 10th* | *Columbus Day Holiday (Markets Closed)* | - |
| Wednesday, October 12th | Underwriter Proposals Due at 2:00 pm | - |
| **October 17th** | | |
| Tuesday, October 18th | County Board Meeting | - |
| | First Draft of the County Resolution, Loan Agreement, EDA Resolution, POS, BPA, CDA, Trust Agreement & Supplemental Trust, collectively "Bond Documents" distributed | NRF |
| | Underwriter Selection | FX, PFM |
| **October 24th** | | |
| **October 31st** | | |
| Tuesday, November 1st | County Board Meeting | FX |
| **November 7th** | | |
| **November 14th** | | |
| **November 21st** | | |
| *Thursday, November 24th* | *Thanksgiving Holiday (Markets Closed)* | - |
| *Friday, November 25th* | *County Offices Closed* | - |
| **November 28th** | | |
| Friday, December 2nd | **Working Group Kickoff Call** | All |
| **December 5th** | | |
| Tuesday, December 6th | County Board Meeting | - |
| | Comments due on Bond Documents | All |
| **December 12th** | | |
| Tuesday, December 13th | Board Title Due | FX |
| Friday, December 16th | Board Item Due | FX |
| | EDA Board Meeting | FX |
| | Send Documents to Rating Agencies for Indicative Ratings | PFM |
| **December 19th** | | |
| | Draft of rating agency presentation distributed | PFM |
| *Friday, December 23rd* | *County Offices Closed* | - |
| **December 26th** | | |
| *Monday, December 26th* | *Christmas Holiday (Markets Closed)* | - |
| | Comments due on draft of rating agency presentation | All |
| **January 2nd** | | |
| *Monday, January 2nd* | *New Years Holiday (Markets Closed)* | - |
| **Wednesday, January 4th** | **Credit Assessment/Rating Prep Meeting** | **FX, PFM** |
| | Finalize Rating Agency Presentation | PFM |

Key:
FX = Fairfax County
PFM = Public Financial Management Inc., County's Financial Advisor
NRF = Norton Rose Fulbright US LLP, Bond Counsel
BAML = Bank of America Merrill Lynch, Underwriter
CB = Christian Barton LLP, Underwriter's Counsel

*Prepared by Public Financial Management Inc. - Updated 12/1/2016*

# Draft Critical Path Schedule
## Fairfax County Economic Development Authority
### Fairfax County Parking System Revenue Bonds, Series 2017

| December 2016 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| January 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| February 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

| March 2017 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| Week Of | Activity & Event | Responsible Party |
|---|---|---|
| **January 9th** | | |
| **Wednesday, January 11th** | **EDA Board Considers Bond Documents** | **FX** |
| | **Rating Agency Calls** | **FX, PFM, BAML** |
| Friday, January 13th | GO POS Posted | - |
| **January 16th** | | |
| *Monday, January 16th* | *Martin Luther King, Jr. Day Holiday (Markets Closed)* | - |
| | Receive Indicative Ratings | - |
| | Finalize and Send Rating Agency Documents for Final Ratings | |
| **January 23rd** | | |
| **Tuesday, January 24th** | **Board considers Bond Documents** | **FX** |
| Tuesday, January 24th | GO Competitive Sale | - |
| | Rating Agency follow-up, as needed | PFM, FX |
| **January 30th** | | |
| | Receive Final Ratings | - |
| **February 6th** | | |
| Tuesday, February 7th | GO Sale Closing | - |
| | POS distributed | NRF |
| | Premarket Bonds | BAML |
| **February 13th** | | |
| **Wednesday, February 15th** | **Negotiated Bond Sale** | **FX, PFM, BAML** |
| **February 20th** | | |
| *Monday, February 20th* | *President's Day Holiday (Markets Closed)* | - |
| | Finalize OS and Closing Documents | NRF |
| **February 27th** | | |
| **Wednesday, March 1st** | **Closing and Investment of Proceeds** | **All** |

Key:
FX = Fairfax County
PFM = Public Financial Management Inc., County's Financial Advisor
NRF = Norton Rose Fulbright US LLP, Bond Counsel
BAML = Bank of America Merrill Lynch, Underwriter
CB = Christian Barton LLP, Underwriter's Counsel

*Prepared by Public Financial Management Inc. - Updated 12/1/2016*

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

Trustee

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# FIRST SUPPLEMENTAL TRUST AGREEMENT

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Authorizing and Securing

$_____ FAIRFAX COUNTY METRORAIL PARKING SYSTEM PROJECT
REVENUE BONDS SERIES 2017

Dated as of ____ 1, 2017

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# FIRST SUPPLEMENTAL TRUST AGREEMENT

This **FIRST SUPPLEMENTAL TRUST AGREEMENT**, dated as of ____ 1, 2017, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Authority"), and U.S. Bank National Association., a national banking association duly organized and existing under the laws of the United States of America, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, trustee under the Trust Agreement hereinafter mentioned (the "Trustee"):

## W I T N E S S E T H:

**WHEREAS,** the Authority has executed and delivered a Trust Agreement, dated as of _____ 1, 2017 (the "Trust Agreement"), by and between the Authority and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

**WHEREAS**, in accordance with the provisions of Section 208 of Trust Agreement, the Authority by resolution, adopted on November 18, 2014, authorized the issuance in one or more series of Fairfax County Metrorail Parking System Revenue Bonds, in an aggregate principal amount of up to $142,000,000 to provide capital costs (including the funding of interest and any debt service reserves) for the construction of parking facilities at the Herndon Metrorail Station and the Innovation Center Metrorail Station (the "County Metrorail Parking Project"); and

**WHEREAS,** in accordance with the provisions of Section 208 of the Trust Agreement, the Authority has by resolution, adopted on January 11, 2017 (the "2016 authorizing resolution") determined to authorize the issuance of the Authority's Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (the "Series 2017 Bonds") in aggregate principal amount not to exceed $88,000,000 million to finance a portion of the costs of the County Project; and

**WHEREAS**, Section 1101(e) of the Trust Agreement provides that the Authority may enter into a supplement to the Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Trust Agreement, to provide for the issuance and to fix the details of the initial series of bonds to be issued under Section 208 of the Trust Agreement; and

**WHEREAS**, the execution and delivery of this First Supplemental Trust Agreement have been duly authorized by the 2016 authorizing resolution, and the Authority has requested the Trustee to join with it in the execution of this First Supplemental Trust Agreement; and

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

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

**NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST AGREEMENT WITNESSETH**, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Trust Agreement, 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 First Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

**Section 1. Terms of the Series 2017 Bonds.** The Series 2017 Bonds shall be designated "Fairfax County Economic Development Authority Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017." The Series 2017 Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company, and numbered R-1 and upward. The definitive Series 2017 Bonds issued under the provisions of the Trust Agreement as supplemented this First Supplemental Agreement shall be in substantially the form set forth in the Trust Agreement. The Series 2017 Bonds shall be issued in the aggregate principal amount of $_____, shall be dated the date of their delivery and shall be issued in denominations of $5,000 or any multiple thereof. All of the Series 2017 Bonds shall be Current Interest Bonds. $_____ of the Series 2017 Bonds shall be Serial Bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:

| Maturity (_____ 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | $ | % |
| 20__ | | |
| 20__ | | |
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20__

$_____ of the Series 2017 Bonds shall be Term Bonds maturing on ____ 1, 20__ bearing interest at the rate of ___% per annum. Interest on the Series 2017 Bonds shall be payable semiannually on the 1st day of ____ and ___ in each year to maturity, commencing _____ 1, 20__. The record date for the Series 2017 Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

[The Sinking Fund Requirements, defined and referred to in Sections 101 and 301 of the Trust Agreement, for the Term Bonds maturing ____ 1, 20__ , shall be the following amounts on _____ 1st of the following years:

| Year | Principal Amount |
|---|---|
| 20__ | $ |
| 20__ | |
| 20__ | |
| 20__ | |
| 20__* | |

* Final maturity]

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Interest Payment Date on which Series 2017 Bonds are subject to call for redemption under the provisions of the Trust Agreement except from monies other than monies set aside or deposited for the redemption of the Series 2017 Bonds, the Authority may (a) deposit monies with the Trustee to be used to purchase Series 2017 Bonds, or direct the Trustee in writing to cause monies in the Debt Service Subfund (only to the extent said moneys are in excess of the amount required for payment of the Series 2017 Bonds 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) to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Interest Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2017 Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2017 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2017 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such Series 2017 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

**Section 2. Redemption Provisions of the Series 2017 Bonds.**

*[Mandatory Redemption.* The Series 2017 Term Bonds stated to mature on ____ 1, 20__, shall be called for redemption, in the manner and under the terms and conditions provided in the Trust Agreement and in this Section 2 hereof, in part, on each ___ 1 in the principal amounts equal to the respective Sinking Fund Requirements for said Term Bonds set forth in Section 1 (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in the Trust Agreement) from moneys in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.]

*Optional Redemption.* The Series 2017 Bonds maturing on or before ____ 1, 20__, are not subject to redemption prior to their stated date of maturity. The Series 2017 Bonds maturing after _____ 1, 20__, are subject to redemption at the option of the Authority, as directed by the County, in whole or in part, at any time on or after ____ 1, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

*Notice of Redemption.* At least 30 but not more than 90 days before the redemption date of any Series 2017 Bonds, whether in whole or in part, the Trustee upon the written request of the Authority will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2017 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2017 Bonds. While the Series 2017 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2017 Bonds.

Any notice of optional redemption of the Series 2017 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if 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.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2017 Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the Redemption Price of the affected Series 2017 Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Series 2017 Bonds, then on the redemption date the Series 2017 Bonds will become due and payable. In either case, if on the redemption date the Authority holds money to pay the Series 2017 Bonds called for redemption, thereafter, no interest will accrue on those Series 2017 Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Series 2017 Bonds.

**Section 3. Authentication of Series 2017 Bonds.** Upon their execution in the form and manner set forth in the Trust Agreement and this First Supplemental Trust Agreement, the

Series 2017 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to deliver the Series 2017 Bonds for the account of _____ (the "Underwriters"), at The Depository Trust Company, New York, New York, against payment therefor in accordance with and subject to the provisions of Sections 208 of the Trust Agreement and Section 4 hereof.

**Section 4. Sale and Application of Proceeds of the Series 2017 Bonds.**

(a) The negotiated sale of the Series 2017 Bonds to the Underwriters pursuant to the terms set forth in a Bond Purchase Agreement dated _____ __, 2017 between the Authority and the Underwriters is hereby confirmed.

(b) The proceeds of the Series 2017 Bonds in the amount of $_____, [together with $_____ provided by the County] shall be deposited by the Authority in accordance with the Trust Agreement, simultaneously with the delivery of the Series 2017 Bonds as follows:

[(1) with the Trustee, to the credit of the Reserve Subfund, the amount of $_____; and]

(2) [with the Trustee, to the credit of a special account within the Debt Service Subfund ("2017 Capitalized Interest Account"), $_____, being the amount of the interest to accrue on the Series 2017 Bonds from the date of their delivery to _____, 2017; and

(2) with the Trustee, to the credit of the Costs of Issuance Account in the Construction Subfund the amount of _____; and

(3) with the Trustee, to the credit of the Construction Account in the Construction Subfund, the amount of $_____.

**Section 5. Tax Covenants.** The Authority covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2017 Bonds to become includable in the gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2017 Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, the Authority shall cause the Rebate Liability to be computed by a Rebate Analyst and will deliver a copy of the applicable Rebate Liability calculation to the Trustee (the "Rebate Liability Certificate"). Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Subfund.

(1) not later than sixty (60) days after each Initial Installment Computation Date, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the

Rebate Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as set forth in the Rebate Liability Certificate prepared with respect to such installment computation date;

(2) not later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the Series 2017 Bonds, the Authority shall direct the Trustee in writing to pay from amounts in the Rebate Subfund (such amounts constituting Excess Earnings as consistent with the tax certificate delivered in connection with the issuance of the Series 2017 Bonds (as supplemented and amended from time to time, the "Authority Tax Certificate"), transferred from the Construction Subfund, Reserve Subfund and Revenue Stabilization Subfund and any of their applicable accounts) to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability Certificate exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the Series 2017 Bonds; and

(3) not later than sixty (60) days after final payment of the Series 2017 Bonds, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the Rebate Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability set forth in the Rebate Liability Certificate with respect to the date of final payment of the Series 2017 Bonds exceeds the aggregate of all payments theretofore made pursuant to this Section.

(b) The Authority represents that it will instruct the Trustee in writing as to the final application of the amounts in the Rebate Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the Authority to comply with the conditions in this section of this First Supplemental Trust Agreement and the Authority Tax Certificate.

All such payments shall be made by, or at the written direction of, an Authority Representative from any legally available source, including moneys in the Rebate Subfund.

Notwithstanding any provision of this Section to the contrary, (i) no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2017 Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis and (ii) an Authority Representative may direct the Trustee in writing to transfer all or any portion of the moneys held for the credit of the Rebate Subfund to any other Subfund or account under the Trust Agreement to which such a transfer may be made under the terms of the Authority Tax Certificate.

The Trustee shall provide the Authority within ten (10) days after each _____ 1, or other computation date selected by the Authority, and within ten (10) days after the final payment of the Series 2017 Bonds with such reports and information with respect to earnings of amounts

held under the Trust Agreement and this First Supplemental Trust Agreement as may be requested by the Authority to comply with the provisions of this Section.

**Section 6. Recitals, Statements and Representations made by Authority, not Trustee.** The recitals, statements and representations contained herein 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 7. First Supplemental Trust Agreement as Supplemental Agreement.** This First Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Trust Agreement and shall form a part thereof, and the Trust Agreement as hereby and heretofore supplemented is hereby ratified, approved and confirmed.

**Section 8. Authority, County, Trustee and Bondholders Alone to Have Rights.** Nothing in this First Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the County, the Trustee and the holders of the Series 2017 Bonds issued under the Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Trust Agreement, or this First Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2017 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the County, the Trustee and the holders of said Series 2017 Bonds issued under the Trust Agreement.

**Section 9. Trustee to Perform Duties of Bond Registrar.** The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this First Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Series 2017 Bonds agree.

**Section 10. Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

**Section 11. Headings Not Part of Agreement; Certain Definitions.** (a) The title of Sections and any wording on the cover of this First Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

(b) All terms not defined herein shall have the meanings given to them in the Trust Agreement.

**Section 12. Covenants to Bind Successors.** All the covenants, stipulations, promises and agreements in this First Supplemental Trust Agreement contained made by or on behalf of the Authority or for the Trustee shall inure to and bind their respective successors and assigns.

**IN WITNESS WHEREOF,** Fairfax County Economic Development Authority has caused this First Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank National Association, has caused this First Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

By _____
Chairman

[SEAL]

Attest:

_____
Secretary

**US BANK NATIONAL ASSOCIATION, Trustee**

By _____
Name:
Title:

This is a Preliminary Official Statement subject to completion and amendment or supplement and is not yet fully adopted. Under no circumstances will the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy the Series 2017 Bonds, nor will there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.



**NEW ISSUE -- BOOK-ENTRY-ONLY**

**Ratings: [Fitch: ___]**
**[Moody's: ___]**
**[S&P: __]**
**(See "RATINGS" herein)**

*In the opinion of Bond Counsel, assuming compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, and subject to conditions described in "TAX MATTERS" herein, interest on the Series 2017 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Under the Authority Act (as defined herein), the income on the Series 2017 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof. See "TAX MATTERS" herein for certain provisions regarding the Code that may affect the tax treatment of interest on the Series 2017 Bonds for certain bondholders.*

# $_____*

# FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
## Fairfax County Metrorail Parking System Project Revenue Bonds
## Series 2017

**Dated: Date of Delivery** **Due: ____ 1, as shown on the inside cover**

The Fairfax County Economic Development Authority (the "Authority") will issue its Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (the "Series 2017 Bonds") for the purpose of financing the construction of parking facilities [to be owned and controlled by Fairfax County, Virginia (the "County")] that will be located at the Washington Metropolitan Area Transit Authority's ("WMATA") Herndon and Innovation Center Metrorail Stations which will be constructed as part of the second phase of an extension of the Washington Metropolitan Area Transit Authority's mass transit rail system.

The Series 2017 Bonds will be limited obligations of the Authority, payable solely from and secured by a pledge of (1) the proceeds of net parking revenues collected from customers of parking facilities controlled by the County at WMATA Metrorail stations in the County (the "Parking Revenues") and (2) certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA ("Surcharge Revenues" and together with the Parking Revenues, the "Pledged Revenues"). The Pledged Revenues are held by the County within its Metrorail Parking System Pledged Revenues Fund, and pursuant to a loan agreement, dated as of ____, 2017 (the "Loan Agreement"), between the Authority and the County, the County agrees to make payments from Pledged Revenues to the Authority equal to the debt service payable on the Series 2017 Bonds.

The Series 2017 Bonds will also be secured by a Reserve Subfund. The County, within the Loan Agreement, has covenanted to budget, appropriate and pay to the Trustee for deposit in the debt service reserve fund, at any time in any fiscal year when the amount to the credit thereof is less than required by the Trust Agreement, an amount equal to the deficiency; however, the obligation of the County to make any such payment in any fiscal year is contingent upon the appropriation during such fiscal year by the County's Board of Supervisors of funds from the County's General Fund from payments can be made.

NEITHER THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") NOR THE FAITH AND CREDIT OF ANY POLITICAL SUBDIVISION THEREOF (INCLUDING WMATA OR THE COUNTY) ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2017 BONDS. THE SERIES 2017 BONDS SHALL NOT BE A DEBT OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING WMATA OR THE COUNTY), AND NEITHER THE COMMONWEALTH NOR ANY SUCH POLITICAL SUBDIVISION (INCLUDING WMATA OR THE COUNTY), OTHER THAN THE AUTHORITY, SHALL BE LIABLE THEREON. THE AUTHORITY HAS NO TAXING POWER.

Interest on the Series 2017 Bonds will accrue from the date of delivery and will be payable on _____ 1, 2017, and semiannually thereafter on _____ 1 and _____ 1 of each year to and including their respective dates of maturity or redemption. The Series 2017 Bonds will be issued in book-entry form registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form, in the denominations of $5,000 and integral multiples thereof. Payments of principal, sinking fund installments, if any, and interest on, and the redemption price of, the Series 2017 Bonds will be made when due to DTC in accordance with the Trust Agreement, dated as of _____ 1, 2017 (the "Original Trust Agreement"), and as supplemented by a First Supplemental Trust Agreement, dated as of _____ __, 2017 (the "Supplemental Trust Agreement," and collectively with the Original Trust Agreement, the "Trust Agreement"), each between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). See "The Series 2017 Bonds—Book-Entry Only System" herein.

The Series 2017 Bonds are subject to optional redemption prior to maturity, and any term bonds will be subject to mandatory sinking fund redemption prior to maturity, each as described herein under "THE SERIES 2017 BONDS—Redemption of Series 2017 Bonds."

*The Series 2017 Bonds are offered when, as and if executed and delivered and received by the Underwriters, subject to the approval of legality by Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for Fairfax County by Elizabeth D. Teare, Esquire, County Attorney; for the Authority by Thomas O. Lawson, P.L.C., Fairfax, Virginia, and for the Underwriters by Christian & Barton, LLP. It is expected that the Series 2017 Bonds will be available for delivery through the DTC book-entry system on or about [March 1, 2017].*

**Bank of America Merrill Lynch**

**PNC Capital Markets LLC** **Raymond James**

February _, 2017

* Preliminary, subject to change.

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**
**Fairfax County Metrorail Parking System Project Revenue Bonds**
**Series 2017**

**MATURITY SCHEDULE**

**Base CUSIP† Number 30383B**

**$_____* Serial Bonds**

| Maturity Date* (_____1) | Principal Amount* | Interest Rate | Price or Yield | CUSIP‡ Suffix |
|---|---|---|---|---|
| [20__ | $ | | | |
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* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Series 2017 Bonds.

No dealer, salesman or other person has been authorized to give any information or to make any representations, other than the information contained in this Official Statement, in connection with the offering of the Series 2017 Bonds, and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the County or the Underwriters. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the County since the date hereof. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The information set forth herein has been obtained from the Authority, or the County, and other sources which are believed to be reliable.

*Forward looking statements.* Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the Authority's or the County's beliefs, as well as assumptions made by, and information currently available to, them. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget," or similar words are intended to identify forward looking statements. The words "now," "to date," "currently" and the like are intended to mean as of the date of this Official Statement.

*The Authority has provided the following sentence for inclusion in this Official Statement.* The Authority does not assume any responsibility as to the accuracy or completeness of the information contained in this Official Statement, other than that contained under the captions "**THE AUTHORITY**" and the first paragraph under "**LITIGATION.**"

*The Underwriters have provided the following sentence for inclusion in this Official Statement.* The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The registration or qualification of the offer and sale of the Series 2017 Bonds (as distinguished from registration of the ownership of the Series 2017 Bonds) is not required under the federal Securities Act of 1933, as amended, or the Virginia Uniform Securities Act, as amended. THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE SERIES 2017 BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE SERIES 2017 BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.

The cover and inside cover pages hereof, this page and the appendices attached hereto are integral parts of this Official Statement.

## FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Catherine Lange, *Chairman*
Ronald C. Johnson, *Secretary*
Christian Deschauer
Linnie Haynesworth
Esther C. Lee
Roderick Mitchell
James Quigley

**COUNSEL FOR AUTHORITY**
Thomas O. Lawson, P.L.C.

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## FAIRFAX COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
John C. Cook
John W. Foust
Patrick S. Herrity
Catherine M. Hudgins
Jeffrey C. McKay
Kathy L. Smith
Linda Q. Smyth
Daniel G. Storck

## COUNTY OFFICIALS

Edward L. Long Jr., *County Executive*
Patricia D. Harrison, *Deputy County Executive*
Robert A. Stalzer, *Deputy County Executive*
David J. Molchany, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Joseph M. Mondoro, *Chief Financial Officer*
Christopher J. Pietsch, *Director, Department of Finance*

**COUNTY ATTORNEY**
Elizabeth D. Teare, Esquire, *County Attorney*

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**FINANCIAL ADVISOR**

Public Financial Management, Inc.
Arlington, Virginia

**BOND COUNSEL**

Norton Rose Fulbright US LLP
Washington, D.C.

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**OFFICIAL STATEMENT**

**$_____***
**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**
**Fairfax County Metrorail Parking System Project Revenue Bonds**
**Series 2017**

## INTRODUCTION

This Official Statement, which includes the cover, inside cover pages and the appendices attached hereto, is furnished in connection with the issuance by the Fairfax County Economic Development Authority (the "Authority") of its $_____* Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (the "Series 2017 Bonds"). The Series 2017 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the "Commonwealth"), including Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (collectively, the "Authority Act"). The Series 2017 Bonds will be secured under a Trust Agreement (the "Original Trust Agreement"), dated as of _____ 1, 2017, as supplemented by a First Supplemental Trust Agreement (the "Supplemental Trust Agreement" and, collectively with the Original Trust Agreement, the "Trust Agreement"), dated as of ____ 1, 2017, and each between the Authority and U.S. Bank National Association, as trustee (in such capacity, the "Trustee"). The Series 2017 Bonds are being issued for the purpose of financing the construction by the County of parking facilities to be owned and controlled by the County that will be located at the Washington Metropolitan Area Transit Authority's ("WMATA") Herndon and Innovation Center Metrorail Stations (the "Metrorail Parking System Project") which will be constructed as part of the second phase of an extension of the WMATA's mass transit rapid rail system ("Metrorail") in Fairfax County, Virginia (the "County").

Capitalized terms and phrases that are used herein but not defined in the body of this Official Statement have the meanings set forth in Appendix C.

Brief descriptions of the Metrorail Parking System Project, the Authority, the Loan Agreement (defined below), [the Surcharge Agreement (defined below)], the Trust Agreement, the estimated sources and uses of Series 2017 Bond proceeds, the security for the Series 2017 Bonds and the terms and provisions of the Series 2017 Bonds are provided below. Such descriptions do not purport to be comprehensive or definitive.

Pursuant to a resolution of the Board of Supervisors of the County (the "Board") adopted on November 18, 2014 (the "County Parking System Resolution") the Board created the Fairfax County Metrorail Parking System consisting of the Metrorail Parking System Project, a County owned and operated parking garage located at the Wiehle-Reston East Metrorail Station, existing surface parking spaces proximate to the Herndon Metrorail Station site and any additional parking facilities the County shall control and the Board determines will serve Metrorail patrons and promote Metrorail utilization in the County (the "County Metrorail Parking System"). Under a Loan Agreement, dated as of ____ 1, 2017 (the "Loan Agreement"), the County agrees to make payments to the Authority in amounts equal to the debt service on the Series 2017 Bonds (the "Basic Payments") and certain other additional payments required under the Loan Agreement (the "Additional Payments" and together with the Basic Payments, the "County Payments"). The obligation of the County to make such payments are limited to amounts within the County's Metrorail Parking System Pledged Revenues Fund (the "Parking Special Fund") created pursuant to the County Parking System Resolution. Amounts in the Parking Special Fund consist

* Preliminary, subject to change.

of (i) net revenues realized by the County from the operation of the County Metrorail Parking System (the "System Net Revenues") and (ii) Surcharge Revenues (defined below) received pursuant to the Second Amended and Restated Surcharge Implementation Agreement, dated and effective as of March 17, 2015, between WMATA and the County (the "Surcharge Agreement"). As evidence of the County's obligation to make the County Payments from amounts on hand in the Parking Special Fund the County is issuing a bond to the Authority (the "County Bond").

The Surcharge Agreement sets forth the agreement between the County and WMATA relating to the establishment, collection and payout of parking surcharges (the "Surcharge Revenues" and together with the System Net Revenues, the "Pledged Revenues") on parking spaces that WMATA owns, operates, manages or otherwise controls at Metrorail Stations within the County and at the Van Dorn Street and East Falls Church Metrorail Stations (the "WMATA Controlled Parking Spaces"). The Surcharge Revenues are derived from a surcharge fee on WMATA Controlled Parking Spaces which is an addition to the base fee on WMATA Controlled Parking Spaces established by WMATA to defray the costs of operation, maintenance and insurance on WMATA Controlled Parking Spaces. Pursuant to the Surcharge Agreement all Surcharge Revenues shall be transferred monthly to the County Metrorail Parking System Surcharge Revenues Subfund within the Parking Special Fund.

**In the event that the amount on deposit in the Reserve Subfund established under the Trust Agreement to secure the Series 2017 Bonds and any Additional Bonds (as hereinafter defined) is less than the Reserve Subfund Requirement, the County covenants in the Loan Agreement to budget, appropriate and pay from its general fund, upon written notice from the Trustee of such deficiency, to restore the Reserve Subfund to the Reserve Subfund Requirement. The obligation of the Board of Supervisors of the County to make such payments in any Fiscal Year is contingent upon its appropriation for such Fiscal Year of funds from which such payments can be made. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Reserve Subfund" herein.**

On January __, 2015, the Authority filed a complaint and motion for judgment with the Fairfax County Circuit Court requesting an order validating the [Series 2017 Bonds]. On [March 3, 2015,] the Fairfax County Circuit Court issued a final order (the "Final Order") (i) validating the Series 2017 Bonds, (ii) holding that the Surcharge Agreement constitutes a valid, legal and binding agreement of the County and WMATA, (iii) holding that the Trust Agreement and Loan Agreement are legal, valid and binding agreements in accordance with their respective terms, (iv) holding that the County Bond is a legal, valid and binding obligation of the County and (v) holding that the County's pledge of the System Net Revenues and the Surcharge Revenues to the repayment of the County Bond is authorized by applicable Virginia law and complies with all relevant requirements of the Constitution of Virginia. See "**VALIDATION**" herein.

## METRORAIL PARKING SYSTEM PROJECT

### Phase II Silver Line Extension

The "Phase II Silver Line Extension Project" will complete the 23-mile Metro line to Dulles Airport and beyond into Loudoun County. The Phase II Silver Line Extension Project will run from Wiehle Avenue (the western terminus of the Phase I Silver Line Extension Project) in Reston through Dulles Airport to Route 772 in Loudoun County. The funding for the Phase II Silver Line Extension Project is shared among Fairfax County, Loudoun County and MWAA. As a result of a Memorandum of Agreement approved in late 2011 by Fairfax County, Loudoun County and MWAA, as well as the USDOT and the Commonwealth of Virginia, federal financial assistance in the form of one or more loans through the Transportation Infrastructure Finance and Innovation Act (TIFIA) and state assistance in an

amount up to $150 million was approved. On May 9, 2014, USDOT approved an application of the County to receive loans in the aggregate principal amount of up to $403,274,894 plus capitalized interest to fund County obligated Phase II Silver Line Extension Project costs (the "TIFIA Loan"). The TIFIA Loan closed on December 17, 2014.

[In October 2009, the County received a valid petition (the "Phase II District Petition") to form a special tax district comprised of the Reston-Herndon-Dulles commercial districts in order to provide funds for Phase II Silver Line Extension Project financing. The Phase II Dulles Rail Transportation Improvement District (the "Phase II District") was approved by the Herndon Town Council in November 2009, and created by the Fairfax County Board of Supervisors on December 21, 2009. The Phase II District Petition calls for an initial tax rate of $0.05 per $100 of assessed value, increasing in $0.05 increments on an annual basis up to $0.20/$100 of assessed value. When Phase II Silver Line Extension Project passenger service begins, the tax rate can rise to $0.25/$100 of assessed value depending on the financing needs of the district. Since the incurrence of the TIFIA Loan, the Board of Supervisors is bound only by the statutory tax rate limit of $0.40 per $100 of assessed value. The tax levy in the Phase II District for FY 2014, FY 2015 and FY 2016 was $0.20 per $100 of assessed value on property zoned for commercial or industrial use in the Phase II District. The tax rate is anticipated to remain at $0.20 per $100 of assessed value until passenger service commences for the Phase II Silver Line Extension Project. In addition to the County's contribution from the special tax revenues generated from the Phase II District (the "Special Tax Revenues"), the Phase II Silver Line Extension Project will be financed from funds provided by Loudoun County, by MWAA from Dulles Toll Road Toll Revenues and from funds received by the Northern Virginia Transportation Authority ("NVTA"). Other than the TIFIA Loan, the Phase II Dulles Rail Project is not expected to receive any other financing from the federal government. The Phase II District does not include any taxable property zoned for commercial and industrial use found in the Phase I Dulles Rail Transportation Improvement District. **The Series 2017 Bonds and any bonds or other obligations issued under the Trust Agreement will not be secured or payable by the Special Tax Revenues.]**

**[MWAA initiated construction of the Phase II Dulles Rail Project in fall 2014 and MWAA currently estimates that the Phase II Dulles Rail Project will be completed and available for revenue service in early 2020 after the estimated completion date of the Parking Garages (hereinafter defined) in spring 2019.]**

**Agreement to Finance Parking Garages**

[On April 10, 2012, the Fairfax County Board of Supervisors confirmed the County's participation in the Phase II Dulles Rail Project (described herein). As part of the financial agreement, Fairfax County agreed to make its best efforts to pay for building the Innovation Center Station, along with the parking garage at this station and a parking garage at the Herndon station. In May 2013, Fairfax County officially notified the United States Department of Transportation ("USDOT") and the Metropolitan Washington Airports Authority ("MWAA") that the Innovation Center Station (formerly Route 28 Station), would be funded as part of the total project cost and shared among the funding partners through the agreed upon percent allocations. In addition, as part of the TIFIA Loan transaction (defined herein), the County agreed to finance and construct the parking garages at Herndon and Innovation Center Station. The County has agreed to complete construction of the parking garages by the WMATA-announced start date of revenue service for the Phase II Dulles Rail Project. If the County does not meet this deadline, it is required to prepay any drawn portion of the TIFIA Loan plus accrued interest. In the unlikely event the County does not complete construction of the parking garages by the agreed-upon date, the County will refinance the drawn portion of the TIFIA Loan. The County timeline provides for construction of the garages to be completed in spring 2019 well in advance of MWAA's estimate of the commencement of Phase II Dulles Rail Project revenue service in late 2019.]

**Metrorail Parking System Project**

The parking garage to be constructed at the new Herndon Metrorail station will consist of a public parking facility that will provide approximately 2,006 public parking spaces, ____ kiss and ride parking spaces, __ bus bays, ___ bicycle spaces, vehicular and pedestrian access to the existing Herndon-Monroe Garage and pedestrian connections, elevators, escalators and walkways to the Herndon Metrorail Station all intending to serve the public using the Herndon Metrorail station (the "Herndon Parking Garage").

The parking garage to be constructed at the new Innovation Center Metrorail station will consist of a public parking facility that will provide approximately 2,070 public parking spaces, ____ kiss and ride parking spaces, __ bus bays, ___ bicycle spaces and pedestrian connections, elevators, escalators and walkways to the Innovation Center Metrorail Station all intending to serve the public using the Innovation Center Metrorail station (the "Innovation Center Parking Garage" and together with Herndon Parking Garage, the "Parking Garages").

The Parking Garages will be owned, [operated, maintained] and controlled by the County to serve County Metrorail users.

**Fairfax County Metrorail Parking System**

Pursuant to the County Parking System Resolution the Board created the County Metrorail Parking System consisting of the Parking Garages, the public parking structure at the Wiehle-Reston East Metrorail station, [the existing surface parking spaces proximate to the Herndon Metrorail Station site] and any other additional parking facilities that the County controls and that the Board determines will serve Metrorail customers. The County further determined to establish and maintain rates for all such spaces that are approximately equal to the total parking rates for the WMATA controlled parking spaces in the County.

## THE AUTHORITY

The Authority was created in 1964 pursuant to the Authority Act to foster and stimulate the development of industry within Fairfax County and is a political subdivision of the Commonwealth. It is governed by seven commissioners appointed by the Board of Supervisors. The Authority is empowered by the Authority Act to, among other things, acquire, construct, own, lease and dispose of various types of facilities, including facilities for use by a county, a municipality, the Commonwealth and its agencies, or other governmental organization, and to finance the same by the issuance of its revenue bonds for such purposes. The Authority has no taxing power. The power of the Authority to issue its revenue bonds for the purposes set forth in the Authority Act was upheld by the Supreme Court of Virginia in *Fairfax County Industrial Development Authority v. Coyner*, 207 Va. 351, 120 S.E. 2d 817 (1966).

The members of the Board of Commissioners of the Authority and the expiration dates of their respective terms in office are set forth below:

| Member | Term Expires |
|---|---|
| [Catherine Lange, Chairman | July 1, 2017 |
| Ronald C. Johnson, Secretary | July 1, 2018 |
| Christian Deschauer | July 1, 2018 |
| Linnie Haynesworth | _____ |
| Esther C. Lee | _____ |
| Roderick Mitchell | July 1, 2020 |
| James Quigley | July 1, 2019] |

Gerald L. Gordon serves as President of the Authority.

The Authority has acted as a conduit issuer of bonds other than the Series 2017 Bonds.

## THE COUNTY

The County is located in the northeastern corner of Virginia and encompasses a net land area of 407 square miles. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by the County, and the County generally is not required to provide governmental services to their residents. The County, does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In the County, there are located three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County.

See Appendix A for further information regarding the County.

## WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WMATA is a body corporate and politic which was created effective February 20, 1967 pursuant to the Washington Metropolitan Area Transit Authority Compact, Pub. L. 89-774 (1966), as amended and to the National Capital Transportation Act of 1960 (P.L. 86-669, now repealed) (collectively referred to with the National Capital Transportation Acts of 1965 (P.L. 89-173), 1967 (P.L. 90-220), 1969 (P.L. 91-143), 1972 (P.L. 92-349), and the National Capital Transportation Amendments Acts of 1979 (P.L. 96-184) and 1990 (P.L. 101-551), all as amended). WMATA is an instrumentality and agency of the State of Maryland ("Maryland"), the Commonwealth and the District of Columbia (the "District").

WMATA is responsible for the development, financing, and operation of mass transit facilities, consisting of Metrorail, a bus transit system, and a paratransit service under the Americans With Disabilities Act, each offering transit services to those portions of the Washington metropolitan area consisting of the District, the cities of Alexandria, Falls Church and Fairfax, Virginia, and the Counties of Arlington and Fairfax, Virginia and political subdivisions of the Commonwealth located within those counties, and the counties of Montgomery, and Prince George's Maryland and political subdivisions of Maryland located within those counties.

**WMATA will not own, operate or maintain the Parking Garages.**

**Pursuant to the Surcharge Agreement all Surcharge Revenues collected from WMATA Controlled Spaces will be collected and transferred monthly to the County for deposit in Metrorail Parking System Surcharge Revenues Subfund. Surcharge Revenues are not revenues or funds of WMATA and are held in trust for the benefit of the County. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Pledged Revenues" and Appendix E – SUMMARY OF CERTAIN PROVISIONS OF THE SECOND AMENDED AND RESTATED SURCHARGE IMPLEMENTATION AGREEMENT AND THE LOAN AGREEMENT**

**The Series 2017 Bonds do not constitute a debt or legal obligation of and do not create a lien upon the revenues of WMATA. The faith and credit of WMATA are not pledged to the payment of the Series 2017 Bonds, and WMATA is not liable thereon. The Series 2017 Bonds are payable solely from sources described herein.**

## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of Series 2017 Bonds proceeds and other available funds are as follows:

| | |
|---|---|
| **SOURCES** | |
| Principal of Series 2017 Bonds | $ |
| Net Original Issue [Premium/Discount] | |
| [Cash contribution from Metrorail Parking System Pledged Revenues Fund" | |
| Total | $ |
| **USES** | |
| Deposit to Construction Account | $ |
| Deposit to Reserve Subfund | |
| Deposit to Debt Service Subfund (Capitalized Interest) | |
| Underwriters' Discount | |
| Costs of Issuance* | |
| Total | $ |

*Includes legal fees, ratings and other costs of issuance.

## THE SERIES 2017 BONDS

### Description of Series 2017 Bonds

The Series 2017 Bonds will be issued as fully registered bonds in book-entry form, dated their date of delivery, and will be issued in denominations of $5,000 and integral multiples thereof. The Series 2017 Bonds will bear interest from their date of delivery payable on each [March] 1 and [September] 1, beginning [September] 1, 2017, at the rates and will mature on the dates set forth on the inside cover of this Official Statement. If any payment of the principal of or interest on, or redemption price of, the Series 2017 Bonds is due on a date that is not a Business Day, such payment will be made on the next succeeding Business Day, and no interest will accrue on the amount of such payment during the intervening period. As used herein, "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.]

The Series 2017 Bonds are being issued pursuant to a resolution adopted by the Authority on _____ __, 2017, and pursuant to the Trust Agreement.

### Redemption of Series 2017 Bonds

*Optional Redemption.* The Series 2017 Bonds are subject to redemption at the option of the Authority, as directed by the County, in whole or in part, at any time on or after [March] 1, 20_, at a Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

*[Mandatory Redemption.*

The Series 2017 Bonds maturing _____ 1, 20__*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

* Preliminary, subject to change.

Series 2017 Bonds Maturing
_____1, 20__*

| Year | Principal Amount* |
|---|---|
| 20__ | $ |
| 20__ | |
| 20__ | |
| 20__ | |
| 20__ | (final maturity)] |

Series 2017 Bonds purchased, delivered or redeemed, other than those redeemed by a mandatory sinking fund redemption, will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to the Series 2017 Bonds due on the same date as the Term Bonds so purchased, delivered or previously redeemed and cancelled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority determines, and the principal amount of such Series 2017 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be redeemed accordingly.

At the Authority's option, to be exercised not less than forty-five (45) days prior to each such applicable Interest Payment Date on which Series 2017 Bonds are subject to call for redemption under the provisions of the Trust Agreement except from moneys set aside or deposited for the redemption of the Series 2017 Bonds, the Authority may (a) deposit money with the Trustee to be used to purchase Series 2017 Bonds, or direct the Trustee in writing to cause money in the Debt Service Subfund (only to the extent such money is in excess of the amount required for payment of the Series 2017 Bonds 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) to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Interest Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2017 Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2017 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2017 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such Series 2017 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

**Selection of Series 2017 Bonds for Redemption**

The Series 2017 Bonds will be redeemed only in the minimum denomination authorized by the Trust Agreement or in whole multiples of such minimum denomination. If less than all of the Series 2017 Bonds of a particular maturity of a Series is called for redemption, the particular Series 2017 Bonds or portions of Series 2017 Bonds to be redeemed will be selected by the Trustee by lot while held by the securities depository or through such other method as the Trustee in its sole discretion shall determine.

**Notice of Redemption**

At least 30 but not more than 90 days before the redemption date of any Series 2017 Bonds, whether such redemption be in whole or in part, the Trustee is to cause a notice of any such redemption to be provided to all Owners owning Series 2017 Bonds to be redeemed in whole or in part, but any defect in such notice or the failure to mail any such notice to any Owner owning any Series 2017 Bonds shall not affect the validity of the proceedings for the redemption of any other Series 2017 Bonds. Each such notice will set forth the Series 2017 Bonds or portions thereof to be redeemed, the date fixed for redemption, the redemption price to be paid, and if less than all the Series 2017 Bonds are called for redemption, the maturities of the Series 2017 Bonds to be redeemed and, if less than all of the Series 2017 Bonds of any one maturity then outstanding are called for redemption, the distinctive numbers and letters, if any, of such Series 2017 Bonds to be redeemed and, in the case of Series 2017 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2017 Bond is to be redeemed in part only, the notice of redemption will also state that on or after the redemption date, upon surrender of such Series 2017 Bond, a new Series 2017 Bond in principal amount equal to the unredeemed portion of such Series 2017 Bond and of the same maturity will be issued.

Any notice of optional redemption of the Series 2017 Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price, plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if 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 will be deemed to be revoked.

**Book-Entry Only System**

***The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2017 Bonds, payments of principal of and interest on the Series 2017 Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Series 2017 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.***

DTC will act as securities depository for the Series 2017 Bonds. The Series 2017 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2017 Bond certificate will be issued for each maturity of Series 2017 Bonds, as set forth on the inside cover page hereof, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers,

banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and dtc.org.

Purchases of the Series 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2017 Bonds on DTC's records. The ownership interest of the actual purchasers of the Series 2017 Bonds (the "Beneficial Owners") is in turn recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmations from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owners entered into the transaction. Transfers of ownership interests in the Series 2017 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2017 Bonds, except in the event that use of the book-entry system for the Series 2017 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2017 Bonds with DTC and registration in the name of Cede & Co. or such other nominee does not affect any change in beneficial ownership. DTC has no knowledge of the identities of the actual Beneficial Owners of the Series 2017 Bonds; DTC's records reflect only the identities the Direct Participants to whose accounts the Series 2017 Bonds are credited, which may or may not be the Beneficial Owners. The Direct or Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2017 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2017 Bonds, such as redemptions, tenders, defaults and proposed amendments to the security documents. For example, Beneficial Owners of the Series 2017 Bonds may wish to ascertain that the nominee holding the Series 2017 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2017 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2017 Bonds unless authorized by a Direct Participant in accordance with DTC's Operational Arrangements and the Issuing/Paying Agent General Operating Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus

Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2017 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal of and interest on the Series 2017 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee and Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC (or its nominee), the Authority or the Trustee and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2017 Bonds at any time by giving reasonable notice to the Authority and the Trustee and Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2017 Bond certificates will be printed and delivered.

The Authority may decide, upon the request of the County, to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2017 Bond certificates will be printed and delivered to DTC.

Neither the Authority and the County nor the Trustee and Paying Agent has any responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any and interest on the Series 2017 Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner that is required or permitted to be given to holders; or (d) any other action taken by DTC, or its nominee, Cede & Co., as holder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Series 2017 Bonds, as nominee of DTC, references in this Official Statement to the holders of the Series 2017 Bonds mean Cede & Co. and not the Beneficial Owners, and Cede & Co. will be treated as the only holder of Series 2017 Bonds.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

**The Authority may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2017 Bonds without the consent of Beneficial Owners.**

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS

### General

The Series 2017 Bonds, the premium, if any, and the interest thereon are limited obligations of the Authority payable solely from the revenues and receipts received by the Authority from the County under the Loan Agreement, on a parity with any other series of Bonds issued (or purposes of financing the Parking Garages and additional [Parking Facilities Projects.] (collectively, the "Bonds"). See "—**Additional Bonds Test – Loan Agreement**" below.

Neither the faith and credit of WMATA, the Commonwealth nor the faith and credit of any political subdivision thereof (including the County) are pledged to the payment of the principal of or the interest or premium, if any, on Series 2017 Bonds. The Series 2017 Bonds shall not be a debt of WMATA, the Commonwealth or any political subdivision thereof (including the County), and neither WMATA, the Commonwealth nor any such political subdivision (including the County), other than the Authority, shall be liable thereon. The Series 2017 Bonds do not directly, indirectly or contingently obligate WMATA, the Commonwealth or any of its political subdivisions (including the County) to levy taxes or make appropriations for the payment of the Series 2017 Bonds.

### [No County Obligation]

[The obligation of the County to make payments under the Loan Agreement other than from Pledged Revenues is contingent upon appropriation by the Board for the relevant fiscal year of funds from which these payments can be made including payments to make up deficiencies in the Reserve Subfund. See "**INTRODUCTION**" and "—**Reserve Subfund.**" The County is under no legal obligation to make any such payment or appropriation, other than from Pledged Revenues.

### Reserve Subfund

The Trust Agreement establishes with the Trustee the Reserve Subfund and requires that, in connection with the issuance of the Series 2017 Bonds, the amount to the credit thereof equal the Reserve Subfund Requirement for all Bonds outstanding. The Reserve Subfund Requirement is equal to the least of (i) maximum amount of principal and interest scheduled to become due on the outstanding Bonds in any Fiscal Year ("MADS"), (ii) 125% of the average annual Principal and Interest Requirements on Bonds outstanding and (iii) 10% of the original stated principal amount of all Bonds. Upon the issuance of the Series 2017 Bonds, the Reserve Subfund Requirement which is equal to MADS on the Series 2017 Bonds (in Fiscal Year ____; see the table under "**ANNUAL DEBT SERVICE PAYABLE ON SERIES 2017 BONDS**") will be $_____. The Reserve Subfund will be held as a reserve for the payment of principal and interest on the Bonds to the extent other funds on deposit in the Debt Service Subfund are not sufficient for such purposes. The Reserve Subfund will be funded to the Reserve Subfund Requirement on the date of issuance of the Series 2017 Bonds [from bond proceeds/other sources.]

The Trust Agreement provides that in lieu of the required deposits or transfers to the Reserve Subfund, 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.

**In the Loan Agreement the County covenants upon written notice from the Trustee that if the amount to the credit of the Reserve Subfund is less than the Reserve Subfund Requirement to budget, appropriate and pay from its general fund the amount equal to such deficiency ("Reserve Subfund Subject to Appropriation Payments"). The obligation of the County to make Reserve Subfund Subject to Appropriation Payments does not constitute a debt of the County within the meaning of any constitutional or statutory limitation or liabilities or liens or charges upon funds or property of the County beyond any Fiscal Year for which the County has appropriated moneys to make such payments.**

**Pledged Revenues**

In the Loan Agreement, the County has covenanted to make the Basic Payments on a semiannual basis. As evidence of its obligation to make such payments to the Authority or the Trustee as the assignee of the Authority, the County will issue the County Bond to the Authority. Basic Payments are expected to be sufficient to enable EDA to meet its scheduled debt service payments on all Series 2017 Bonds. **The County's obligations to make County Payments under the Loan Agreement are payable solely from funds held in the Parking Special Fund.** The Parking Special Fund consists of the Metrorail Parking System Revenues Subfund and the Metrorail Parking System Surcharge Revenues Subfund. The Metrorail Parking System Revenues Subfund shall have credited to it the revenues received from the operation of the Fairfax County Metrorail Parking System (see description in this section). The Metrorail Parking System Surcharge Revenues Subfund shall have credited to it all Surcharge Revenues received from WMATA pursuant to the Surcharge Agreement.

*Metrorail Parking Systems Revenues Subfund*

[Pursuant to the Loan Agreement, the System Net Revenues are pledged to the payment of the Series 2017 Bonds. The System Net Revenues consist of the difference between the gross revenues of the County Metrorail Parking System in a given period and the current expenses of the County in such period for operating and maintaining the County Metrorail Parking System. The following table shows the current and projected daily parking spaces and parking fees at the facilities within the County Metrorail Parking System:

**Capacity and Parking Fee by Facility**

| Facility | Number of Spaces | Parking fee per Car/Day |
|---|---|---|
| Wiehle-Reston-East | 2,316 | $4.85 |
| Herndon Surface Lot (existing) | 1,569 | $4.85 (projected) |
| Herndon Garage | 2,006 | $4.85 (projected) |
| Innovation Center Garage | 2,070 | $4.85 (projected) |

The historical revenues and expenses for the County Metrorail Parking System are as follows:

**Historical County Metrorail Parking System Net Revenues**

| Fiscal Year | Metrorail Parking System Gross Revenues | Metrorail Parking System Current Expenses | Metrorail Parking System Net Revenues |
|---|---|---|---|
| 2015[1] | $ | | |
| 2016 | | | |
| 2017[2] | | | |

[1] Amounts shown, [on a cash basis], beginning on November 18, 2014 the date of creation of the Fairfax County Metrorail Parking System.

[2] [Amounts shown through _____, 2017.] or [FY 2017 Budget adopted on ____, 2016]

*Metrorail Parking System Surcharge Revenues Subfund*

*Certain Provisions of the Surcharge Agreement:* Pursuant to the Surcharge Agreement, the WMATA Board of Directors, based on consideration of County recommendations, has established and maintained the Surcharge on all WMATA Controlled Parking Spaces. Amounts equivalent to revenue generated by the Surcharge are retained in the Surcharge Reserve Account, which is a reserve for the County established and held by WMATA in trust and transferred monthly to the County for deposit in the Metrorail Parking System Surcharge Revenues Subfund. See **Appendix E – "SUMMARY OF CERTAIN PROVISIONS OF THE SECOND AMENDED AND RESTATED SURCHARGE IMPLEMENTATION AGREEMENT AND THE LOAN AGREEMENT."**

*[The Surcharge:* WMATA implemented parking rates (including the Surcharge) on its approximately 7,100 existing spaces in the County and at the East Falls Church Metrorail Station in Arlington County effective February 27, 1989, initially at the rate of $2.00 per car per day. Effective October 1, 1990, the Surcharge was increased by $0.50 per car per day. On June 29, 1992, the Surcharge was decreased by $0.25 per car per day. In connection with the opening of the Franconia-Springfield Metrorail Station on June 30, 1997, WMATA, at the request of the County, reduced the parking surcharge fee on the [3,856] spaces at the new station to zero until January 4, 1998. On January 5, 1998, a surcharge of $1.25 per car per day was implemented on the [3,856] spaces. The following table shows the current capacity and the applicable Surcharge at each parking facility subject to the Surcharge. Such rate is subject to adjustment by the WMATA Board of Directors. – needs to be updated]

**Capacity and Surcharge by Facility**

| Facilities | Number of Spaces | Surcharge per Car/Day |
|---|---|---|
| Huntington | 3,617 | $1.25 |
| West Falls Church | 2,009 | 1.00 |
| Dunn Loring | 1,326 | 1.25 |
| Vienna | 5,169 | 1.25 |
| Franconia Springfield | 5,069 | 1.25 |
| Van Dorn | 361 | 0.50 |
| East Falls Church | 422 | 1.00 |
| Total | 17,973 | |

The following table shows for each of the last ten fiscal years ended June 30 a statement (unaudited) of revenues changes in fund balance and fund balance for the Metrorail Parking System Surcharge Revenues Subfund. These figures are presented on a cash basis of accounting:

**[Historical Surcharge Revenues[1]**

| Fiscal Year (ended June 30) | Beginning Balance | Surcharge Revenues and Interest | Amounts used for Debt Service | Ending Balance |
|---|---|---|---|---|
| 2007 | $ | | | |
| 2008 | | | | |
| 2009 | | | | |
| 2010 | | | | |
| 2011 | | | | |
| 2012 | | | | |
| 2013 | | | | |
| 2014 | | | | |
| 2015 | | | | |
| 2016 | | | | |

[1] [Prior to the effective date of the Surcharge Agreement WMATA held the Surcharge Revenues for the benefit of the County in the Surcharge Reserve Account.]

[2] Prior to November 15, 2016, amounts were used to pay debt service on the EDA's Parking Revenue Refunding Bonds (Vienna II Metrorail Station), Series 2005 which were defeased on such date.

**[Additional Bonds Test – Loan Agreement**

Prior to the issuance of Additional Bonds, or any other Refunding Bonds, the Loan Agreement requires a certificate of the County's chief financial officer that shows the following conditions have been met (the "Additional Bonds Test"):

- That for the last two fiscal years for which unaudited financial statements are available the sum of Pledged Revenues and other available funds is at least sufficient to pay all of the obligations of the County payable from the Metrorail Parking System Pledged Revenues Fund;

- The System Net Revenues and the Surcharge Revenues to be received by the County in (i) any previous fiscal year for which audited financial statements are not available, (ii) the current fiscal year and (iii) if applicable, each fiscal year prior to the first complete fiscal year in which the additional project for which Additional Bonds are to be issued is projected to be placed in service divided by the estimated debt service payments on all Bonds for each fiscal years will not be less than 100% for such fiscal years; and

- The System Net Revenues and the Surcharge Revenues (i) estimated to be received for the first five full fiscal years following the placement of a project in service or if there is no project, for the next three fiscal years, (ii) plus the estimated balances to the credit of the Parking Special Fund for each of such fiscal years, (iii) plus the anticipated transfers to the Parking Special Fund of non-general funds to be appropriated for each such fiscal years is not less than the maximum debt service on Bonds for any fiscal year such Bonds are outstanding.

**Future Financings**

*Additional Bonds*. Pursuant to the Trust Agreement the Authority may issue Additional Bonds from time to time under and secured by the Trust Agreement, for the purpose of providing funds, with any other available funds, for paying all or any portion of any remaining unpaid costs of the Parking Garages not funded by the Series 2017 Bonds or costs of other Parking Facilities Projects. Such Additional Bonds will be issued pursuant to Supplemental Trust Agreements and will be equally and ratably secured with outstanding Bonds and Parity Indebtedness and such issuance will be conditioned upon certain requirements set forth in the Loan Agreement. See **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Additional Bonds Test – Loan Agreement** herein.

*Refunding Bonds*. The Authority may issue one or more series of refunding bonds (the "Refunding Bonds") under the Trust Agreement to refund any Indebtedness contingent upon satisfaction of the conditions set forth in the Trust Agreement providing for the issuance of such Refunding Bonds. Such Refunding Bonds will be issued pursuant to Supplemental Trust Agreements and will be equally and ratably secured with outstanding Bonds and Parity Indebtedness and such issuance will be conditioned upon certain requirements set forth in the Loan Agreement. See **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Additional Bonds Test – Loan Agreement** herein..

*Parity Indebtedness*. The Authority may, upon the request of the County, incur one or more series of Parity Indebtedness under the Trust Agreement, in addition to Bonds to refund Bonds or Parity Indebtedness. The incurrence of any such Parity Indebtedness is contingent upon a determination by the Trustee that the requirements required for the issuance of Additional Bonds or Refunding Bonds, have been met the same as if such Parity Indebtedness to be incurred were an additional Series of Bonds to be issued. Such Parity Indebtedness will be incurred pursuant to supplements to the Trust Agreement and will be equally and ratably secured with the Bonds outstanding as to their lien on the Debt Service Subfund but will have no lien on the Reserve Subfund.

No Parity Indebtedness has been issued under the Trust Agreement.

**Summary of Documents**

For a more complete summary of the provisions of the Trust Agreement, including the funds and accounts established thereby, the investment of such funds, covenants and representations of the Authority, the priority of payments into and from such funds, events of defaults and remedies, the duties of the Trustee, amendments to the Trust Agreement and related agreements, and the satisfaction and discharge of the Trust Agreement, see "**Appendix D—SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT**."

For a summary of the Surcharge Agreement and Loan Agreement, see "**Appendix E – SUMMARY OF CERTAIN PROVISIONS OF THE SECOND AMENDED AND RESTATED SURCHARGE IMPLEMENTATION AGREEMENT AND THE LOAN AGREEMENT**

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**ANNUAL DEBT SERVICE PAYABLE ON SERIES 2017 BONDS**

The following table shows, for each Fiscal Year (ending June 30), the principal and interest on the Authority's Series 2017 Bonds. On such Series 2017 Bonds, interest only is payable on ___ 1 of the calendar year preceding the Fiscal Year shown and principal and interest are payable on ___ 1 of the same calendar year as the indicated Fiscal Year.

| Fiscal Year Ending June 30 | Debt Service on Series 2017 Bonds Principal | Interest | Total Debt Service |
|---|---|---|---|
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026 | | | |
| 2027 | | | |
| 2028 | | | |
| 2029 | | | |
| 2030 | | | |
| 2031 | | | |
| 2032 | | | |
| 2032 | | | |
| 2034 | | | |
| 2035 | | | |
| 2036 | | | |
| 2037 | | | |
| 2038 | | | |
| 2039 | | | |
| 2040 | | | |
| 2041 | | | |
| 2042 | | | |
| 2043 | | | |
| 2044 | | | |
| 2045 | | | |
| 2046 | | | |
| 2047 | | | |
| 2048 | | | |
| 2049 | | | |

Total

## LITIGATION

There is no litigation of any nature against the Authority pending or, to the best of the knowledge of the Authority, threatened against the Authority that would (a) restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or the application of proceeds of the Series 2017 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (b) in any way contest or affect the issuance or validity of the Series 2017 Bonds or the validity of the Trust Agreement, the Surcharge Agreement or the Loan Agreement, or (c) in any way contest the creation, existence, powers or authority of the Authority.

There is no litigation pending against the County or, to the best of the knowledge of the County, threatened against the County that would (a) materially adversely affect the County's financial positions, (b) restrain or enjoin the issuance, sale or delivery of the Series 2017 Bonds, or the application of proceeds of the Series 2017 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement including the Special Tax Revenues, (c) in any way contest or affect any authority for the issuance or validity of the Series 2017 Bonds or the validity of the Trust Agreement, the Surcharge Agreement or the Loan Agreement, or (d) in any way contest the creation, existence, powers or authority of the County.

## VALIDATION

The Series 2017 Bonds, the Trust Agreement, the Loan Agreement, the Surcharge Agreement and the County Bond were validated by a judgment rendered in favor of the Authority and the County by the Circuit Court for the County of Fairfax, Virginia, on March 3, 2015. In addition, the Circuit Court held that the pledge of System Net Revenues and Surcharge Revenues to the repayment of the County Bond pursuant to the Loan Agreement is authorized by applicable Virginia law and complies with all relevant requirements of the Constitution of Virginia.

Virginia law provides that the judgment of the Circuit Court of Fairfax, Virginia, is now forever binding and conclusive as to the validity of the Series 2017 Bonds, the validity of all pledges and revenues and of all covenants and provisions contained in the Trust Agreement and Loan Agreement, the legality of the proceedings taken in connection with the issuance of the Series 2017 Bonds, and all matters adjudicated and all objections presented or that might have been presented in the validation proceedings. Virginia law also provides that such judgment shall constitute a permanent injunction against the institution by any person of any action or proceeding contesting the validity of the Bonds or any other matter adjudicated or that might have been adjudicated or called into question in such hearings.

## CERTAIN INVESTMENT CONSIDERATIONS

*The following is a summary of certain risk factors attendant to investment in the Series 2017 Bonds. In order to identify risk factors and make an informed investment decision, investors should review thoroughly all the information contained in this Official Statement.*

**[Pledged Revenues**

The County's collection of Pledged Revenues in sufficient amounts to make the Basic Payments to the Authority in amounts equal to debt service on the Bonds may depend on a number of factors including (a) the ability of WMATA to provide timely and consistent Metrorail service, (b) economic

factors in the County and the Washington D.C. metropolitan area affecting the use of the Metrorail system, (c) timely completion of the Metrorail Parking System Project, and (d) the ability of the County Metrorail Parking System and the WMATA Controlled Spaces to be operational.]

**Non-Appropriation on Reserve Subfund Restoration**

The County's obligation to restore the Reserve Subfund to the Reserve Subfund Requirement is subject to appropriation of funds for that purpose. The likelihood that the Board will appropriate funds to restore the Reserve Subfund to the Reserve Subfund Requirement may depend on a number of factors, including, but not limited to (a) the timely and successful completion of the construction of the Parking Garages, (b) the continuing need of the County for the Parking Garages, (c) political, economic and other factors affecting County government, (d) general fund revenues and expenditures, (e) economic conditions in the County, (f) the usefulness or value of the Parking Garages and (g) the availability of alternative facilities.

## CERTAIN LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Series 2017 Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, whose approving opinion in substantially the form attached hereto as Appendix F will be delivered with such Series 2017 Bonds. Certain legal matters will be passed upon for the Authority by its counsel, Thomas O. Lawson, P.L.C., Fairfax, Virginia, for the County by Elizabeth D. Teare, Esq., the Fairfax County Attorney, and for the Underwriters by Christian & Barton, LLP, Richmond, Virginia.

## TAX MATTERS

**Opinion of Bond Counsel**

The Authority and, the County have covenanted to comply with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion from gross income of the interest on the Series 2017 Bonds for purposes of federal income taxation. In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law and assuming continuing compliance by the County and the Authority with such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Series 2017 Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2017 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the County or the Authority to comply with such covenants and requirements may cause interest on the Series 2017 Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2017 Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2017 Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or in reliance upon the advice or opinion of counsel other than Bond Counsel.

Interest on the Series 2017 Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Series 2017 Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations by the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no opinion will be rendered by Bond Counsel, as a result of ownership of the Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Under the Enabling Act, the income, including any profit made on the sale thereof, from the Series 2017 Bonds shall be exempt from all taxation by the Commonwealth or any political subdivision thereof.

**Original Issue Discount**

The excess, if any, of the amount payable at maturity of any maturity of the Series 2017 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Series 2017 Bonds with original issue discount (a "Discount Bond") will be excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2017 Bonds. In general, the issue price of a maturity of the Series 2017 Bonds is the first price at which a substantial amount of Series 2017 Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Series 2017 Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bonds and with respect to state and local tax consequences of owning and disposing of such Discount Bonds.

**Bond Premium**

The excess, if any, of the tax basis of Series 2017 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2017 Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is "Bond Premium." Bond Premium is amortized over the term of such Series 2017 Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the

amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such Series 2017 Bonds are required to decrease their adjusted basis in such Series 2017 Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2017 Bonds are held. The amortizable bond premium on such Series 2017 Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Series 2017 Bonds is treated as an offset to qualified stated interest received on such Series 2017 Bonds. Owners of such Series 2017 Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2017 Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2017 Bonds.

**Backup Withholding**

Interest paid on the Series 2017 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2017 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2017 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not "exempt recipients," and (ii) either fail to provide certain identifying information (such as the beneficial owner's taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner's federal income tax liability provided the required information is furnished to the Internal Revenue Service.

**Other Tax Consequences**

Under the Authority Act, the income on the Series 2017 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth or any political subdivision thereof.

The Code contains other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2017 Bonds or the inclusion in certain computations of interest on the Series 2017 Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2017 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

**Future Tax Developments**

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2017 Bonds to be subject, directly or indirectly, to federal income taxation or

to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2017 Bonds. Prospective purchasers of the Series 2017 Bonds should consult their tax advisors regarding any future**,** pending or proposed federal or State tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

For example, various proposals have been made in Congress and by the President that would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Series 2017 Bonds, to federal income tax payable by certain bondholders with adjusted gross income in excess of specified thresholds Prospective purchasers should consult their tax advisors as to the effect of such proposals on their individual situations.

## UNDERWRITING

The Series 2017 Bonds are being purchased for reoffering by Bank of America Merrill Lynch, as representative of the underwriters (the "Underwriters") at a purchase price of $_____ (which reflects the par amount of the Series 2017 Bonds less $_____ Underwriters' discount and [plus/less] $_____ net original issue premium/discount). The Underwriters intend to offer the Series 2017 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing Series 2017 Bonds into investments trusts), which may reallow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

## CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2017 Bonds, and the Authority will not provide any such information. The County has undertaken all responsibilities for continuing disclosure for the benefit of the Owners, and the Authority shall have no liability to the Owners or any other person with respect to such disclosures.

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Series 2017 Bonds, unless it has determined that the issuer of such securities or other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule ("Event Notices").

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix B), to be dated the date of delivery of the Series 2017 Bonds, for the benefit of the holders of the Series 2017 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing March 31, 2018. Similarly, the County will provide Event Notices with respect to the Series 2017 Bonds to EMMA.

In accordance with continuing disclosure undertakings (the "Sewer Undertakings") relating to the County's sewer revenue bonds, the County agreed to provide and file certain annual financial and statistical information ("Sewer System Annual Disclosure Reports") relating to the County's sanitary

sewer system (the "System") as well as the County's audited financial statements for the System ("Sewer System Annual Financial Statements"). [For the Fiscal Years ended June 30, 2009, and June 30, 2010, the County prepared and filed the Sewer System Annual Disclosure Reports for each year. Such filings, however, inadvertently did not include the prepared Sewer System Annual Financial Statements (the "2009 and 2010 Sewer System Annual Financial Statements") required to be included in such filings pursuant to the terms of the Continuing Disclosure Undertakings, although the 2009 and 2010 Sewer System Annual Financial Statements were timely posted to the County's website. As of June 5, 2014, the County filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds ("UOSA Bonds") issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the "UOSA Undertakings") to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.]

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority's Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required under such undertakings a description of the twenty largest owners of real property by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

In addition, pursuant to the Sewer Undertakings relating to certain sewer revenues bonds defeased on May 12, 2016 (the "Sewer Bonds Defeasance"), Fairfax County agreed to provide timely notice of the Sewer Bonds Defeasance. Pursuant to the escrow deposit agreement, dated May 12, 2016, between Fairfax County and its Escrow Agent, the Escrow Agent agreed to provide notice to EMMA of the Sewer Bonds Defeasance within two days of the date of the agreement. The Escrow Agent did not provide this notice within the two-day period. After inquiry from Fairfax County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant Sewer Undertakings. Fairfax County has strengthened its procedures to ensure that event notices to be provided by outside entities on Fairfax County's behalf are done within the required time periods.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

Any failure by the County to perform its obligations under the Continuing Disclosure Agreement will not constitute an Event of Default under the Trust Agreement or the Series 2017 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriters' obligations to purchase the Series 2017 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Series 2017 Bonds, of an executed copy of the Continuing Disclosure Agreement.

## RATINGS

Fitch Ratings. ("Fitch"), Moody's Investors Service, Inc. ("Moody's"), and S&P Global Ratings ("S&P"), have assigned to the Series 2017 Bonds ratings of "__," "__" and "__," respectively. An explanation of the significance of each rating may be obtained from the appropriate rating agency.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The County and the Authority have furnished information to the rating agencies, including information not contained in this Official Statement. There is no assurance that a rating on the Series 2017 Bonds will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such rating could have an adverse effect on the market price of the Series 2017 Bonds. Such ratings should not be taken as a recommendation to buy, sell or hold the Series 2017 Bonds.

## MISCELLANEOUS

### Financial Advisor

The County has retained Public Financial Management, Inc., Arlington, Virginia, as financial advisor (the "Financial Advisor") in connection with the issuance of the Series 2017 Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is a financial advisory, investment management, and consulting organization and is not engaged in the business of underwriting municipal securities.

### Official Statement Certification

This Official Statement includes brief summaries of certain provisions of the Trust Agreement, the Loan Agreement, the Surcharge Agreement, the Series 2017 Bonds and other materials. Such summaries do not purport to be complete and for full and complete statements of such provisions, reference is made to such instruments, documents and other materials, copies of which may be obtained from the Trustee.

Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are set forth as such and not as representation of fact.

The distribution of this Preliminary Official Statement has been duly authorized by the Authority's Board of Commissioners. The Authority deems this Preliminary Official Statement final as of its date within the meaning of the Rule except for the omission of certain pricing and other information permitted to be omitted by the Rule.

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

_____

Chairman

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# CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County"), in connection with the issuance by the Fairfax Economic Development Authority (the "Authority") of its $_____ Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (the "Series 2017 Bonds") pursuant to the provisions of a resolution (the "Authorizing Resolution") adopted by the Authority on January 11, 2017, and under a Trust Agreement, dated as of _____, 2017, and as supplemented by a First Supplemental Trust Agreement, dated as of _____, 2017 (collectively the "Trust Agreement"), each between the Authority and U.S. Bank National Association, as trustee (the "Trustee").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself and the Authority, for the benefit of the holders of the Series 2017 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an "obligated person." The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2017 Bonds.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults; if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2017 Bonds;

(7) modifications to rights of holders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Series 2017 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

"Participating Underwriters" shall mean any of the original underwriters of the Series 2017 Bonds required to comply with the Rule in connection with the offering of such Series 2017 Bonds.

"Repository" shall mean The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ended June 30, 2017). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice in a timely manner to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited financial statements of the County; (ii) updated operating data, as described in Exhibit A, and [(iii) updates of the information in the Official Statement dated _____ _, 2017, relating to the Series 2017 Bonds (the "Official Statement") under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Pledged Revenues"] all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2017 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall

have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2017 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Agreement or the Series 2017 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's bonds and notes, and shall create no rights in any other person or entity.

Date: _____ _, 2017

FAIRFAX COUNTY, VIRGINIA

By: _____
Chief Financial Officer

**EXHIBIT A**

## CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia:

(a) audited financial statements of the County;

(b) [Economic Information. Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data, - possibly update based on information determined to use in Appendix A]

(c) updates of the information in the Official Statement dated _____, 2017, relating to the Series 2017 Bonds (the "Official Statement") under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Pledged Revenues"

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

**EXHIBIT B**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**
**[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**
**FAIRFAX COUNTY METRORAIL PARKING SYSTEM PROJECT REVENUE BONDS**
**SERIES 2017**

**CUSIP NOS. ___-___**

Dated: _____ __, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds, the proceeds of which were to pay a portion of the principal amount of an outstanding note. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____

**BOND PURCHASE AGREEMENT**

**$_____**
**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**
**FAIRFAX COUNTY METRORAIL PARKING SYSTEM PROJECT REVENUE BONDS**
**SERIES 2017**

_____ _, 2017

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182

The undersigned, Merrill Lynch, Pierce, Fenner & Smith Incorporated, (the "Representative"), on its own behalf and on behalf of PNC Capital Markets LLC and Raymond James (collectively, the "Underwriters"), hereby agrees to purchase the above-captioned bonds (the "Series 2017 Bonds") from the Fairfax County Economic Development Authority (the "Authority") pursuant to the terms and conditions of this Bond Purchase Agreement (this "Agreement").

The Series 2017 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the "Commonwealth"), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the "Enabling Act"), and a resolution duly adopted by the Authority on January 11, 2017 (the "Resolution").

This offer is made subject to (i) the acceptance hereof by the Authority and the approval hereof by Fairfax County, Virginia (the "County"), evidenced by each party's execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Representative or counsel to the Underwriters, at or prior to 5:00 p.m., Eastern Time, today, and (ii) receipt by the Underwriters at or prior to 5:00 p.m., Eastern Time, today, of the Letter of Representation of the County (the "Letter of Representation") substantially in the form attached hereto as Exhibit B, which must be duly executed and delivered by an authorized official of the County, evidenced as in the case of the execution and delivery of the Agreement. If not so accepted, this offer shall expire upon written notice sent by the Representative to the Authority or the County at any time prior to acceptance.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

***Section 1. Offer and Sale of Series 2017 Bonds; Public Offering; Good Faith Deposit***

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree, jointly and severally, to purchase all the Series 2017 Bonds for the sum of $_____, representing the par amount of the Series 2017 Bonds ($_____), plus original issue premium of $_____, less an underwriting discount of $_____.

The Series 2017 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that neither the County nor the Authority has authorized or consented to any of the following:

(i) the sale of the Series 2017 Bonds to any purchaser in connection with the initial public offering of the Series 2017 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2017 Bonds in any jurisdiction where any such offer or sale would be in violation of such jurisdiction's securities or "Blue Sky" laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2017 Bonds in connection with the public offering and sale of the Series 2017 Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County and the Authority; or

(iv) any actions in connection with the offering and sale of the Series 2017 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board ("MSRB") or the Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Series 2017 Bonds it will comply with the applicable rules of the MSRB.

(c) [The Underwriters agree to make a bona fide public offering of the Bonds at the initial offering prices or yields set forth on the inside cover page of the printed paper form of the Official Statement of the Authority; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Series 2017 Bonds, and may offer and sell the Series 2017 Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein. The Representative shall provide to the Authority and the County a certificate setting forth the offering prices of the Bonds [in a form satisfactory to bond counsel/or in substantially the form set forth in Exhibit C. ]

(d) On the date hereof, the sum of $_____ being payment in good faith on account of the purchase price of the Series 2017 Bonds (the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the Authority. The Good Faith Deposit represents approximately 1% of the aggregate principal amount of the Series 2017 Bonds provided in the Preliminary Official Statement (defined herein). In the event the Authority does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated by the Underwriters. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Series 2017 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority's failure to tender delivery of the Series 2017 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

***Section 2. Official Statement***

The Authority hereby deems the Preliminary Official Statement, dated _____ __, 2017, relating to the Series 2017 Bonds (the "Preliminary Official Statement") to be final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), except for the omission of pricing and other information allowed to be omitted pursuant to Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to Rule 15c2-12 (the "Official Statement"). The execution of the Official Statement in final form by the Authority's Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of the date hereof and, in any event not later than two business days before the Closing Date, of a reasonable number of printed copies of the Official Statement in final form (which need not be manually executed) to the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sell Series 2017 Bonds.

The Underwriters agree that a copy of the Official Statement will be deposited before the "end of the underwriting period" (as defined herein) with the MSRB.

The Authority shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

***Section 3. Authority's Representations, Warranties, Covenants and Agreements***

The Authority hereby represents, warrants, covenants and agrees as follows:

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Resolution and to perform its obligations under the Series 2017 Bonds, the Trust Agreement dated as of ____ 1, 2017, and First Supplemental Trust Agreement, dated as of _____ 1, 2017, each between the Authority and _____, as Trustee (collectively, the "Trust Agreement"), the Loan Agreement, dated as of _____ 1, 2017, by and between the Authority and the County (the "Loan Agreement") and this Agreement (collectively, the "Documents").

(b) The Authority has complied with all provisions of the Commonwealth's constitution and laws pertaining to the Authority's issuing, adopting or entering into the Documents and has full power and authority to consummate all transactions contemplated by the Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party, including the financing of the Initial Parking Facilities Project (as defined in the Trust Agreement) through the issuance of the Series 2017 Bonds pursuant to the terms of the Trust Agreement. The Initial Parking Facilities Project are authorized Authority facilities under the Enabling Act.

(c) As of the date of the Preliminary Official Statement, at the time of the Authority's acceptance of this Agreement and (unless an event occurs of the nature described in Section 3(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings "**THE COUNTY," ["WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,]" "THE SERIES 2017 BONDS – Book-Entry Only System"** and "**TAX MATTERS"** and Appendices A, B and F) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2017 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a

material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (excluding under the headings **THE COUNTY," ["WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,"] "THE SERIES 2017 BONDS – Book-Entry Only System"** and "**TAX MATTERS"** and Appendices A, B and F) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Authority has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption or the execution, delivery and due performance of the Documents and any and all such other agreements and documents as may be required to be executed and delivered by the Authority in order to carry out, give effect to and consummate the transactions contemplated by the Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the Authority's knowledge, threatened against or affecting the Authority or any Authority officer or employee in an official capacity (or, to the Authority's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the Documents or of any other agreement or instrument to which the Authority is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the Authority, financial or otherwise.

(f) The Authority's adoption or execution and delivery of the Documents and other agreements contemplated by the Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the Authority's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the Authority is subject or by which the Authority is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the Documents.

(g) The Authority will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2017 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution or Trust Agreement or that would cause the interest on the Series 2017 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official

Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time (as defined herein) and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2017 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2017 Bonds, the Documents or the Official Statement, or the Authority's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2017 Bonds).

(j) Any certificate signed by any Authority officer and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2017 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the Authority need not consent to jurisdiction or service of process in any jurisdiction other than the Commonwealth.

(l) The Authority has never defaulted in the payment of the principal of or interest on any indebtedness, and has not exercised any rights of nonappropriation or similar rights. No proceedings have ever been taken, are being taken, or are contemplated by the Authority under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) Other than as described in the Official Statement, the Authority has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the payments to be received by the Authority from the County pursuant to the Loan Agreement.

***Section 4. Delivery of Series 2017 Bonds***

The Series 2017 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on _____ __, 2017, or such other place, time or date as shall be mutually agreed on in writing by the Authority and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date," and the time and date of such delivery and payment is called the "Closing Time."

The Series 2017 Bonds shall be delivered in fully registered form, in the form of one Series 2017 Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong CUSIP number on any Series 2017 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2017 Bond).

***Section 5. Conditions to Underwriters' Obligations***

The Underwriters' obligation hereunder is subject to the following conditions:

(a) The Documents, the County Documents (as defined in the Letter of Representation) and the Official Statement shall have been duly authorized or adopted and shall be in full force and effect, and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the Authority or the County, as applicable, and the Underwriters.

(b) The performance by the Authority of its obligations and adherence to its covenants hereunder and the performance by the County of its obligations and adherence to its covenants under the Letter of Representation, to have been performed at or prior to the Closing Time.

(c) The representations and warranties contained in this Agreement by the Authority, and the representations and warranties contained in the Letter of Representation by the County, are true, complete and correct today and as of the Closing Time as if made at the Closing Time.

(d) There is no material change in the County's or the Authority's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the Authority or the County after the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriters must receive:

(i) Opinions dated the Closing Date of (A) Norton Rose Fulbright US LLP, Bond Counsel, in substantially the form of Appendix F to the Official Statement, and (B) _____, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of Elizabeth D. Teare, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution (as defined herein) was duly adopted by the Board of Supervisors of the County and is in full force and effect, (C) the resolution adopted by the Board on November 18, 2014, relating to the creation of the Fairfax County Metrorail Parking System, the creation of the Metrorail Parking System Pledged Revenues Fund, a request for authorization of bonds by the Authority, and the approval of the forms of the loan agreement and trust agreement, was duly adopted by the Board of Supervisors and is in full force and effect (D) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (E) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (F) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (G) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other

similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (H) to his knowledge, there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of their officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2017 Bonds or the application of proceeds of the Series 2017 Bonds as provided in the Official Statement or (2) that may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2017 Bonds or the County Documents.

(iii) An opinion of Thomas O. Lawson, Esq., PLC, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the Authority is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Authority and is in full force and effect, (C) the Authority has all necessary power and authority (1) to execute and deliver, if applicable, the Documents and (2) to consummate all of the actions contemplated by the Documents, (D) the Documents have been duly authorized and, if applicable, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority, enforceable (subject to customary exceptions) against the Authority in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the Authority to execute and deliver and perform its obligations under the Documents, (F) the adoption by the Authority of the Resolution and the execution and delivery by the Authority of the other Documents and the consummation by the Authority of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the Authority, any ordinance or resolution of the Authority, or any material contract, indenture or agreement to which the Authority is a party or by which the Authority is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the Authority's revenues, assets, properties or funds except as contemplated in the Documents, and (G) to his knowledge, there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the Authority or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2017 Bonds or the application of proceeds of the Series 2017 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the Documents and the Official Statement or the validity or enforceability of the Documents.

(iv) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters to the effect that;

(A) (i) the information contained in those portions of the Official Statement entitled **"ESTIMATED SOURCES AND USES OF FUNDS," "THE SERIES 2017 BONDS, (excluding Book-Entry Only System)" "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS," "CERTAIN LEGAL MATTERS," "TAX MATTERS"** and **"CONTINUING DISCLOSURE," and Appendices C, D and E,** insofar as such information summarizes provisions of the Documents or the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized and (ii) nothing has come to Bond Counsel's attention that has caused such counsel to believe that the Official Statement (excepting information relating to The Depository Trust Company and any statistical and financial data included in the Official Statement) contains any

untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(B) the Series 2017 Bonds do not require registration under the Securities Act of 1933, as amended (the "Securities Act");

(C) the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), does not require the qualification of the Resolution and Trust Agreement thereunder; and

(D) this Agreement has been duly authorized, executed and delivered and constitutes a valid and legal obligation of the Authority.

(v) A certificate signed by the Authority's Chairman or Vice Chairman, dated the Closing Date and in form and substance acceptable to the Underwriters, stating that (A) such officer has reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date, such documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in such documents, in the light of the circumstances under which they were made, not misleading, and (B) such officer has reviewed the Authority's covenants, agreements, representations and warranties hereunder, and further confirming the Authority's compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vi) Evidence satisfactory to the Underwriters that the Series 2017 Bonds have received a rating of ["__" from Fitch, Inc., "__" from Moody's Investors Service, Inc., and "__" S&P Global Ratings ("S&P")], and that each such rating is in effect at the Closing Time.

(vii) Certified copies of all relevant proceedings of the Board of Commissioners of the Authority and the Board of Supervisors of the County.

(viii) Original executed or certified copies of the Documents and the County Documents.

(ix) Evidence satisfactory to the Underwriters that the Authority's issuance of the Series 2017 Bonds has received the County's required approval and that such approval remains in effect.

(x) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority's Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the information under the captions **"THE COUNTY," ["WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,]" "THE SERIES 2017 BONDS – Book-Entry Only System"** and **"TAX MATTERS"** and Appendices A, B and F (the "Authority Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the Authority or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2017 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Documents or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the Documents or this Agreement; (4) to the best of the knowledge of such officer, no event materially and adversely

affecting the Authority or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the Authority, is necessary to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event) to make the statements therein, in the light of the circumstances under which they were made, not misleading; (5) the Authority has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the Authority by the Official Statement; and (6) the Authority has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xi) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Chief Financial Officer of the County to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the Authority Information and Appendices C, D, E and F (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the County or, pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or materially and adversely affecting the ability of the County to make payments under the Loan Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2017 Bonds, the resolution duly adopted by the Fairfax County Board of Supervisors on January __, 2017 (the "County Resolution"), this Agreement or the Letter of Representation, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents or the Letter of Representation; (4) to the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is necessary to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event) to make the statements therein, in the light of the circumstances under which they were made, not misleading; (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement, including the setting of parking rates and collection of revenues of the Fairfax County Metrorail Parking System (as defined in the Trust Agreement); and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

[(xii) Signed copies of a certificate, dated the Closing Date, signed by an authorized official of the Washington Metropolitan Area Transit Authority to the effect that to the best knowledge of such office, the information in the Official Statement under the caption **"WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,"** does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.]

(xiii) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the Authority's and the County's representations herein and in the Official Statement, and the Authority's and the County's due performance at or prior to the Closing Time of all agreements then to be performed by the Authority or the County, as applicable.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at Norton Rose Fulbright US LLP's Washington D.C. office, or at such other place as the Authority and the Underwriters may hereafter determine.

The Authority and the County shall exercise their reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction). The provisions of Section l(d) shall apply whether or not the failure of any such condition to be met constitutes a default on the part of any party.

***Section 6. Underwriters' Right to Cancel***

The Underwriters have the right to cancel their obligations hereunder by notifying the Authority or the County in writing of their election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) legislation shall have been enacted by the Congress of the United States, or a decision shall have been rendered by a court of the United States or the Commonwealth, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Series 2017 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2017 Bonds, or the market price generally of obligations of the general character of the Series 2017 Bonds; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Underwriters, materially adversely affects the market for the Series 2017 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the SEC or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2017 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2017 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2017 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2017 Bonds are not exempt from the registration,

qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement is not exempt from the qualification requirements of the Trust Indenture Act; or

(g) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2017 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2017 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market for the Series 2017 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2017 Bonds; or

(k) any litigation shall be instituted or be pending as of the Closing Date to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Resolution, the Documents and the County Documents or the existence or powers of the Authority or the County with respect to its obligations under the Documents and the County Documents; or

(l) any downgrading (including being placed on "Credit watch" or "negative watch") or withdrawal of a rating of the Series 2017 Bonds or any other bonds issued under the Trust Agreement by a nationally recognized rating service, which downgrading, suspension or withdrawal, in the reasonable judgment of the Underwriters, materially adversely affects the marketability of the Series 2017 Bonds.

***Section 7. Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2017 Bonds or of termination or cancellation of this Agreement.

***Section 8. Expenses***

The Authority acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for their professional services and direct expenses

(for such items as travel and postage); provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters an agent of the Authority.

The Underwriters shall pay (which may be included as an expense component of the Underwriters' discount) their out-of-pocket expenses, including the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Series 2017 Bonds, fees of the CUSIP Bureau and any fees of the MSRB or the Securities Industry and Financial Markets Association.

The County shall pay, [from proceeds of the Series 2017 Bonds], all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2017 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2017 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2017 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

***Section 9. Use of Official Statement***

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official Statement for use by the Underwriters in connection with the offer and sale of the Series 2017 Bonds.

***Section 10. Miscellaneous***

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

If to the Authority: Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Attention: President, CEO

With a copy thereof sent to:
Thomas O. Lawson, P.L.C.
10810 Main Street, Suite 200
Fairfax, Virginia 22030

If to the County: Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: Department of Management and Budget

(b) The Authority represents and warrants that there are no fees payable by it or on its behalf, other than as described in this Agreement, to any person or party for brokering or arranging (or providing any similar services related to) the transactions contemplated by this Agreement.

(c) This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

(d) This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(e) This Agreement will inure to the benefit of and be binding on the Authority, the Underwriters and the County and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the Authority and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms "successors" and "assigns" shall not include any purchaser of any Series 2017 Bond from the Underwriters merely because of such purchase.

(f) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority or the County in such person's individual capacity, and no officer, member, employee or agent of the Authority or the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the Authority or the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(g) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, consented to by the County, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the Authority, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2017 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or is currently advising the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Agreement, (iv) the Authority has consulted with its own municipal, tax, accounting, legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2017 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

(h) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(i) Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the Underwriters' benefit, and the Underwriters' approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Underwriters, on the Underwriters' behalf, and delivered to the Authority.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement is effective on its acceptance by the Authority and approval by the County.

[Counterpart Signature Page to Bond Purchase Agreement]

**MERRILL LYNCH, FENNER & SMITH INCORPORATED,**

as Representative of the Underwriters

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

**Accepted and agreed to:**

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

By:_____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

**Approved by:**

**FAIRFAX COUNTY, VIRGINIA**

By:_____
Joseph M. Mondoro
Chief Financial Officer

**EXHIBIT A**

**RATE AND MATURITY SCHEDULE**

| Maturity (_____ 1) | Principal Amount | Interest Rate | Yield |
|---|---|---|---|
| 20__ | $ | % | % |
| 20__ | | | |
| 20__ | | | |
| 20__ | | | |
| 20__ | | | |
| 20__ | | | |
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| 20__ | | | |
| 20__ | | | |
| 20__ | | | |
| 20__ | | | |
| 20__ | | | |

* Yield to first par call on _____ 1, 20__.

**EXHIBIT B**

**LETTER OF REPRESENTATION**

**LETTER OF REPRESENTATION**

**FAIRFAX COUNTY, VIRGINIA**

I am an authorized official of Fairfax County, Virginia (the "County"), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement of even date herewith (the "Bond Purchase Agreement") between _____ as representative of the underwriters named therein (the "Underwriters") and Fairfax County Economic Development Authority (the "Authority"), and approved by the County. Terms not otherwise defined in this Letter of Representation shall have the meanings assigned to them in the Bond Purchase Agreement.

**Section 1.** ***County's Representations, Warranties, Covenants and Agreements***

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, a political subdivision of the Commonwealth of Virginia (the "Commonwealth") with all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under a resolution duly adopted by the Fairfax County Board of Supervisors on __, 20__ (the "County Resolution"), the Bond Purchase Agreement, the Loan Agreement, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the "Continuing Disclosure Agreement"), and this Letter of Representation (collectively, the "County Documents") to have been performed at or prior to the Closing Time.

(b) The County has complied with all provisions of the Commonwealth's constitution and laws pertaining to the County's adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) As of the date of the Preliminary Official Statement, at the time of the County's delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2017 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the County Information in the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the County has complied in all material respects during the last five years with its prior continuing disclosure undertakings with respect to Rule 15c2-12.

(d) The County has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official

Statement; (ii) the adoption, execution, delivery and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date, the County shall have duly adopted or authorized, executed and delivered each County Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the County's knowledge, threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, (ii) the condition of the County, financial or otherwise, (iii) the County's ability to fix, charge and collect charges for the use of and for the services furnished by the Fairfax County Metrorail Parking System, or (iv) the completeness or accuracy of the Official Statement.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2017 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and the County Resolution and which would cause the interest on the Series 2017 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2016. The County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations. [The audited balance sheets and the related financial statements of the County contained in the Official Statement present fairly the County's financial condition as of the dates indicated, and the County has no reason to believe that, except as stated in the Official Statement, such statements have not been prepared in accordance with generally accepted accounting principles consistently applied.]

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the County Information included in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and

publication of a supplement or amendment to the Official Statement, the County will cooperate with the Authority and at the County's expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2017 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offer or sale of the Series 2017 Bonds). [The County has obtained as of the date hereof all permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof for the performance and enforcement of the obligations of the County under the County Documents, the acquisition, construction, equipping, occupation, operation and use of the projects to be financed with the proceeds of the Series 2017 Bonds, and the operation and use of the Fairfax County Metrorail Parking System. The County knows of no reason why any such required permits or approvals not obtained as of the date hereof cannot be obtained as needed.]

(k) Any certificate signed by any County officer and delivered to the Underwriters shall be deemed a representation and warranty by the County to the Underwriters as to the statements made therein.

(l) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2017 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(m) The County has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights with respect to such indebtedness, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(n) The County will comply with the information reporting requirements adopted by the SEC under Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") and the Municipal Securities Rulemaking Board with respect to tax-exempt obligations such as the Series 2017 Bonds as provided in the Continuing Disclosure Agreement. Except as described under the caption "Continuing Disclosure," in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

(o) The County acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Authority and the Underwriters as consented to by the County, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the County, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the County with respect to the offering of the Series 2017 Bonds or the process

leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or is currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in this Agreement, (iv) the County has consulted with its own municipal, tax, accounting, legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2017 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

**Section 2.** ***Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the County's representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2017 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

**Section 3.** ***Official Statement***

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2017 Bonds.

The County shall cooperate with the Authority to deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement in sufficient quantity in order for the Underwriters to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934, as amended.

**Section 4.** ***Continuing Disclosure Undertaking***

The County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices to certain events.

**Section 5.** ***Notice***

Any notice or other communication to be given to the County under the Bond Purchase Agreement or this Letter of Representation may be given by mailing or delivering the same in writing to 12000 Government Center Parkway**,** Fairfax, Virginia 22035-0064, Attention: Department of Management and Budget.

This Letter of Representation is delivered this __ day of _____, 2017.

**FAIRFAX COUNTY, VIRGINIA**

By:_____
Joseph M. Mondoro
Chief Financial Officer

**EXHIBIT C**

**ISSUE PRICE CERTIFICATE**

Board Agenda Item
January 24, 2017

ACTION - 5

Recovering Costs from Sign Violators

ISSUE:
Board authorization that a portion of the County's costs related to the removal, obliteration, or abatement of illegal signs placed within the limits of the highway be assessed against each violator and be collected by the Department of Code Compliance ("DCC").

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors ("Board") authorize DCC to impose and collect $10 per sign for each sign illegally placed within the limits of a highway.

TIMING:
DCC requests that the Board take action on January 24, 2017, to approve DCC recouping from each violator a portion of the County's costs for its removal, obliteration, and abatement of the illegal signs within the County's highways. The Virginia Code and the County's Agreement with the Virginia Department of Transportation ("VDOT") permit collection of these costs, in addition to the $100 per sign civil penalty.

BACKGROUND:
On March 11, 2013, the Board and VDOT entered into an Agreement for Enforcement of Laws Regarding Illegal Signs and Advertising within the Limits of the Highway ("Agreement"). A copy of this Agreement is attached for reference. The Agreement authorizes the Board to act as the agent for the Commissioner of Highways for the purposes of removing any signs or advertising located within the limits of the highway and collecting the civil penalties and costs provided for in Virginia Code § 33.2-1224 (formerly § 33.1-373).

At the County Executive's direction, the Sheriff's Community Labor Force ("CLF") began collecting signs along 60 major roadways in FY2014. Over time, additional roadways were added, including those in Commercial Revitalization Districts. As of November 2016, a total of 99 roadways are monitored by the program. CLF collects signs in eight-hour shifts on Tuesdays, Wednesdays, and Thursdays.

Over the past three years, CLF has collected an average of nearly 30,000 signs per year. In doing so, the Sheriff's Office has incurred vehicle costs including the fuel, mileage, maintenance, and replacement costs of two trucks. In addition, the Sheriff's Office employs one deputy per truck for the three collection shifts. The Sheriff's Office's total costs have averaged approximately $180,000 annually.

In January 2016, DCC began the Sign Removal Enforcement Pilot Program in partnership with CLF. Invoicing for the $100 per sign penalty allowed by Virginia Code and the Agreement with VDOT began in March 2016. Through this program, DCC documents the illegal signs; identifies the violators; issues warning letters to violators; invoices and collects the $100 per sign penalty; and supports litigation efforts as required. To support this work, DCC hired two non-merit employees dedicated to this program. DCC also has two vehicles dedicated to its illegal sign enforcement efforts, for which it incurs vehicle costs (fuel, mileage, maintenance, and replacement costs). DCC estimates its costs this year at approximately $120,000. Given that the Board recently increased the number of roadways in the Sign Removal Enforcement Pilot Program to include more of the Commercial Revitalization Districts, DCC anticipates that the costs of this program will increase.

At the Board's direction, the Sign Removal Enforcement Pilot Program targets the most egregious violators of Virginia Code § 33.2-1224—only a fraction of the signs collected by CLF. From May through December 2016, DCC sent invoices totaling $58,900 in civil penalties (assessed at a statutory rate of $100 per sign) to 32 businesses. From these invoices, DCC has collected $25,700. To date, DCC has not assessed costs against any violator, though DCC warned each violator that continued violations would cause costs to be levied in addition to the civil penalties.

The Virginia Code does not precisely define costs or set an exact amount that can be charged for costs. Because the costs described above are necessary to the removal, obliteration and abatement of these illegal signs in the County, they are the types of costs the Virginia Code and the Agreement contemplate. Having analyzed the costs, staff has calculated an average cost of $10 per sign. DCC therefore asks that the Board authorize it to collect $10 per sign from violators of Virginia Code §§ 33.2-1224 and -1225.

FISCAL IMPACT:
Staff estimates that imposition of the cost recovery fee of $10 per sign could potentially generate nearly $9,000 in revenue annually. Recognition of this revenue, along with that associated with the $100 per sign penalty, will be included as part of the FY 2018

budget process. If this enforcement program succeeds, annual revenue from cost recovery might eventually decrease as the number of illegal signs decreases.

ENCLOSED DOCUMENTS:
Attachment 1 - March 11, 2013 Agreement between the Board and VDOT

STAFF:
Robert Stalzer, Deputy County Executive
Jack W. Weyant, Director, Department of Code Compliance
Karen McClellan, Operations Manager, Department of Code Compliance

# AGREEMENT BETWEEN
## THE VIRGINIA DEPARTMENT OF TRANSPORTATION
## AND
## THE BOARD OF SUPERVISORS
## OF
## FAIRFAX COUNTY, VIRGINIA
## FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND ADVERTISING WITHIN THE LIMITS OF THE HIGHWAY

THIS AGREEMENT is made this 11th day of March, 2013, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the County of Fairfax, Virginia, acting by and through its Board of Supervisors (Board).

**WITNESSETH:**

WHEREAS, pursuant to Title 33.1, Chapter 7, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of Fairfax County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County, in general; and

WHEREAS, the Board has found that the proliferation of signs and advertising in the rights-of-way of highways in Fairfax County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways; and

WHEREAS, after a public hearing on the matter and as documented by the summary of the Board's meeting on February 26, 2013, attached hereto as Exhibit A, the Board expressed its desire and agreement to enter into this Agreement with the Commissioner to enforce the provisions of § 33.1-373 of the *Code*, and to collect the penalties and costs provided therein pursuant to § 33.1-375.1 ; and

WHEREAS, the Commissioner desires the Board's assistance in removing signs and advertising from the highways in Fairfax County.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. Pursuant to § 33.1-375.1 of the *Code*, the Commissioner hereby authorizes the Board to act as the Commissioner's agent for the purpose of removing any signs or advertising located within the rights-of-way, in violation of § 33.1-373 of the *Code*.

2. The Commissioner further authorizes the Board to act as the Commissioner's agent, pursuant to § 33.1-375.1 of the *Code*, for the purpose of collecting the penalties and costs provided for in § 33.1-373 of the *Code*.

3. The Board may authorize local law-enforcement agencies, including, without limitation, the Fairfax County Sheriff's Office, or other local governmental entities to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement.

4. Any penalties and costs collected under this Agreement shall be paid to Fairfax County.

5. Any signs or advertising promoting and/or providing directions to a special event erected from Saturday through the following Monday shall not be subject to this Agreement.

**ATTACHMENT 1**

6. The Board shall require each of its employees and any volunteers who are authorized to act on its behalf to comply with the provisions of this Agreement and all applicable laws.

7. If a lawfully placed sign is confiscated by an employee or volunteer authorized to act for the Board in violation of the authority granted under this Agreement, the sign owner shall have the right to reclaim the sign within five business days of the date of such confiscation.

8. The Parties agree that the following procedures shall apply to the collection of penalties and costs referenced in Paragraph 2, above, and any appeals thereto:

    a. The Board, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall issue an invoice to the person, firm, or corporation that erected, painted, printed, placed, put, or affixed such sign, or advertisement, or the person, firm or corporation being advertised, for collection of any and all penalties and costs, as provided in §33.1-373, which shall provide that within 30 days, 33 days if the invoice is sent by mail, the person, firm, or corporation who receives the invoice shall either (a) remit payment of the invoice to the Board, or its designee, or (b) notify the Board or its designee in writing that matter and/or the penalties and costs are disputed.
    b. In the event that a person, firm or corporation disputes the matter and/or penalties and costs as noted in subdivision a. the Board shall be responsible for resolving the dispute in accord with all applicable laws.

9. This Agreement may be terminated upon 30-days' written notice by either party to the other party.

10. This Agreement may be amended at any time by the written agreement of the parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION

Emmett R. Heltzel, P.E.,
State Maintenance Engineer

FAIRFAX COUNTY, VIRGINIA

Edward L. Long Jr.
County Executive of Fairfax County

Citizens and businesses of Fairfax County are encouraged to present their views on issues of concern. The Board will hear public comment on any issue except: issues under litigation, issues which have been scheduled for public hearing before the Board (this date and future dates), personnel matters and/or comments regarding individuals. Each speaker may have up to three minutes and a maximum of ten speakers will be heard. Speakers may address the Board only once during a six month period.

The public comment was held and included testimony by the following individuals:

- Ms. Debra Filippi, regarding I-95 HOT lanes northern terminus ramp at Edsall Road
- Mr. Steve Hasty, regarding I-95 HOT lanes
- Mr. Richard Newman, regarding I-95 HOT lanes

Following the testimony of Ms. Filippi, Supervisor McKay asked questions regarding issues she raised concerning why the project does not extend to Arlington County and the lack of a local environmental impact assessment when the terminus was changed, with input from Ms. Filippi.

(NOTE: Later in the meeting, one additional speaker who had signed up for public comment, presented testimony. See Clerk's Summary Item #45.)

44. **4 P.M. – PH ON A PROPOSED AGREEMENT WITH THE COMMISSIONER OF HIGHWAYS OF THE COMMONWEALTH OF VIRGINIA, REGARDING SIGN REMOVAL IN THE PUBLIC RIGHT-OF-WAY** (4:38 p.m.)

A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of February 8 and February 15, 2013.

Michael Congleton, Code Authority, Department of Code Compliance, presented the staff report.

Discussion ensued, with input from Mr. Congleton; Laura Gori, Assistant County Attorney; David P. Bobzien, County Attorney; Sean Whitmore, Captain, Alternative Incarceration Branch, Sheriff's Office; and Jeff Blackford, Director, Department of Code Compliance, regarding:

- The proposed agreement
- State law regarding signage

**EXHIBIT A**

- Sign enforcement
- When and where signs can be posted
- Staffing for the proposed signage removal
- The role of the inmates in alternative incarceration and privileges they receive for volunteering
- Adopt-a-Highway Program
- Community labor force
- The types of signs found in the public right-of-way and whether they will all be removed, if illegal
- Fine enforcement

Supervisor McKay noted that Backlick Road needs to be added to the projected sign enforcement route list.

Supervisor Herrity noted that there are several roads on the list that need to be removed because they are self-policed.

Discussion continued, with input from Mr. Congleton and Mr. Blackford regarding:

- Policing and boundaries
- The timeframe for finalizing the projected sign enforcement route list
- Signage on utility poles
- Pesticide signage

Chairman Bulova noted that political signs will also be removed, if illegal.

Following the testimony of John Davis (Speaker 14), Representative of the Braddock Road Youth Club, discussion ensued regarding the difficulties the County faces in trying to provide a policy for advertising youth sports.

Supervisor Hyland asked unanimous consent that the Board direct staff to work with staff from each magisterial district to find locations for community event signage. Without objection, it was so ordered.

Following the public hearing, which included testimony by 15 speakers, Supervisor Herrity stated that he had items for the record.

Supervisor Cook submitted items for the record.

Supervisor Gross moved that the Board approve the proposed agreement with the Commissioner of Highways of the Commonwealth of Virginia, regarding sign removal in the public right-of-way, as outlined in Attachment 2 of the Board Agenda Item dated February 26, 2013. Supervisor Herrity and Supervisor McKay jointly seconded the motion.

Supervisor Herrity expressed his hopes that the signage agreement be re-evaluated after one year.

Supervisor Foust raised a question regarding the hours of operation for the proposed sign removal, with input from Mr. Whitmore.

Supervisor McKay raised a question regarding roads not included on the list scheduled for enforcement, with input from Mr. Congleton.

Discussion continued with Board Members giving remarks about the sign removal agreement and expressing their concerns and/or support/opposition of the motion.

Chairman Bulova reiterated Supervisor Hyland's request and tasked Board Members with identifying areas in their district where messaging can be done legally, that is not a proliferation of signs. She suggested that they work with the Virginia Department of Transportation, the Park Authority, and other County staff.

Chairman Bulova relinquished the Chair to Vice-Chairman Gross and asked unanimous consent that the Board direct the Office of Public Affairs to publicize the action that has been taken, sharing with civic and homeowner associations and as many organizations that can be reached, to let individuals know what the new rules are and how they can comply. Without objection, it was so ordered.

Vice-Chairman Gross returned the gavel to Chairman Bulova.

The question was called on the motion and it **CARRIED** by a recorded vote of eight, Supervisor Cook and Supervisor Frey voting **"NAY."**

Board Agenda Item
January 24, 2017

ACTION - 6

Approval of a Standard Project Agreement with Commonwealth for the Van Dorn Street Bicycle and Pedestrian Improvements Project, Adoption of Resolution Authorizing Execution, and Adoption of Supplemental Appropriation Resolution 17149 to Appropriate Grant Funding from the Virginia Department of Transportation (Lee District)

ISSUE:
Board of Supervisors' approval of a Standard Project Agreement (SPA) with the Virginia Department of Transportation (VDOT) for the Van Dorn Street Bicycle and Pedestrian Improvements Project (Project), as well as adoption of a resolution authorizing execution of the SPA by the Director of the Fairfax County Department of Transportation (FCDOT) and approval of Supplemental Appropriation Resolution AS 17149 for the FCDOT to accept grant funding in the amount of $400,000.

RECOMMENDATION:
The County Executive recommends that the Board approve the SPA, substantially in the form of Attachment 1, and adopt a Resolution (Attachment 2) authorizing the execution of the SPA, as well as adopt Supplemental Appropriation Resolution AS 17149 (Attachment 3) for the FCDOT to accept grant funding from the VDOT in the amount of $400,000. Required Local Cash Match of $100,000 has been identified in Fund 40010, County and Regional Transportation Projects. There are no positions associated with this award.

TIMING:
Board approval is requested on January 24, 2017, to enable staff to immediately continue progress on this project.

DISCUSSION:
On October 20, 2015, and on October 18, 2016, the Board of Supervisors endorsed the applications for Transportation Alternatives Projects. The Project reconstructs the trail extending from Oakwood Road (ramp underpass) to the Alexandria city line to current geometric standards, including those segments under the Capital Beltway (I-95) and the railroad. This is in addition to the current bridge replacement under the I-495 underpass. Lighting and way-finding signage are also included as needed.

The funding status is outlined below:
Van Dorn Street Bicycle and Pedestrian Improvements Project

| | |
|---|---|
| Total Project Estimate: | $4,000,000 |
| Enhancement/TAP Awards to Date: | 400,000 |
| Local Cash Match | 100,000 |
| Remaining County Requirement: | $3,500,000 |

At this time, the balance of the project is the responsibility of the County, however FCDOT has applied for additional grants that have not yet been awarded. No additional General Fund resources are required.

FISCAL IMPACT:
Grant funding of $400,000 is available from the VDOT, with a Local Cash Match requirement of $100,000. The required Local Cash Match of $100,000 has been identified in Fund 40010, County and Regional Transportation Projects. Appropriation to the Federal-State Grant Fund totals $359,500 as VDOT expenses are not yet accounted for in the County's financial system. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow for the recovery of indirect costs.

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

ENCLOSED DOCUMENTS:
Attachment 1 – Standard Project Agreement
Attachment 2 – Resolution to Authorize Staff to Execute Standard Project Agreement
Attachment 3 – Supplemental Appropriation Resolution AS 17149

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Ken Kanownik, Transportation Planner II, Coordination and Funding Division, FCDOT
Joanna L. Faust, Assistant County Attorney

# STANDARD PROJECT ADMINISTRATION AGREEMENT
## Federal-aid Projects

| Project Number | UPC | Local Government |
|---|---|---|
| EN16-029-110, P101, R201, C501 | 109607 | Van Dorn Street Pedestrian Improvements Fairfax County |

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20____, by and between the Fairfax County, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over $750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____

Tom Biesiadny

Typed or printed name of signatory

Director, Department of Transportation Date

Title

_____

Signature of Witness Date

**NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.**

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____

Signature of Witness Date

**Attachments**

Appendix A

## Appendix A

**Date:** 11/1/2016

| **Project Number:** | EN16-029-110, P101, R201, C501 | **UPC:** | 109607 | **CFDA #** | 20.205 | **Locality:** | Van Dorn Street Pedestrian Improvements Fairfax County |
|---|---|---|---|---|---|---|---|

| | | |
|---|---|---|
| Project Location ZIP+4: 22310-5400 | Locality DUNS# 74837626 | Locality Address (incl ZIP+4): Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax VA 22033-2895 |

**Project Narrative**

| | |
|---|---|
| **Scope:** | To provide a direct connection from an existing path on S. Van Dorn Street at Oakwood to the existing trail near the Capital Beltway Bridge that leads to the Van Dorn Metro Station including 1) construction of new 10' shared-use path 2) improving existing path to meet shared-use path standards and 3) demolish and replace existing staircase with new 10' wide shared use path to tie into pedestrian bridge. |
| **From:** | South Van Dorn Street / Oakwood Road Intersection |
| **To:** | Fairfax County / City of Alexandria border |

**Locality Project Manager Contact info:** Todd Minnix - FCDOT, 4050 Legato Road, Suite 400, Fairfax VA 22033 (703) 877-5600 wesley.minnix@fairfaxcounty.gov

**Department Project Coordinator Contact Info:** Susie Lue - VDOT Northern VA District Office, 4975 Alliance Drive, Fairfax VA 22030 (703) 259-2918 Susie.Lue@VDOT.Virginia.gov

**Project Estimates**

| | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost | |
|---|---|---|---|---|---|
| Estimated Locality Project Expenses | $260,000 | $41,125 | $1,138,375 | $1,459,500 | |
| Estimated VDOT Project Expenses | $20,000 | $2,000 | $18,500 | $40,500 | |
| Estimated Total Project Costs | $300,000 | $43,125 | $1,156,875 | $1,500,000 | |

**Project Cost and Reimbursement**

| Phase | Estimated Project Costs | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount | Maximum Reimbursement (Estimated Cost - Local Share) | Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses) |
|---|---|---|---|---|---|---|
| Preliminary Engineering | $300,000 | Transportation Alternatives | 20% | $60,000 | $240,000 | |
| | | | | $0 | $0 | |
| | | | | $0 | $0 | |
| **Total PE** | $300,000 | | | $60,000 | $240,000 | $220,000 |
| Right of Way & Utilities | $43,125 | Transportation Alternatives | 20% | $8,625 | $34,500 | |
| | | | | $0 | $0 | |
| | | | | $0 | $0 | |
| **Total RW** | $43,125 | | | $8,625 | $34,500 | $32,500 |
| Construction | $156,875 | Transportation Alternatives | 20% | $31,375 | $125,500 | |
| | $1,000,000 | Local Funds | 100% | $1,000,000 | $0 | |
| | | | | $0 | $0 | |
| **Total CN** | $1,156,875 | | | $1,031,375 | $125,500 | $107,000 |
| **Total Estimated Cost** | $1,500,000 | | | $1,100,000 | $400,000 | $359,500 |

| | |
|---|---|
| **Total Maximum Reimbursement by VDOT to Locality (Less Local Share)** | $400,000 |
| **Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)** | $359,500 |

**Project Financing**

| **Transportation Alternatives (80%)** | **Local Match (20%)** | **Local Funds (100%)** | | | | **Aggregate Allocations** |
|---|---|---|---|---|---|---|
| $400,000 | $100,000 | $1,000,000 | | | | $1,500,000 |

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects (LAP) Manual and Transportation Alternatives Program Guide
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of: **$400,000**
- Eligible VDOT project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- Any ineligible items identified during project development will not be reimbursable.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the locality and deducted from the project funds.
- For Transportation Alternatives projects, the LOCALITY shall maintain the project or have it maintained in a manner satisfactory to the Department for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TAP funded improvement prior to the expectations as identified in the TAP Guide, may require repayment of federal funds.
- In accordance with CTB policy, the project must be completed and the **$400,000** federal Alternatives allocation expended by **October 1, 2020** or the project may be subject to de-allocation.

Authorized Locality Official and Date

Tom Biesiadny, Director Dept of Transportation
Typed or printed name of person signing

Authorized VDOT Official and Date

Typed or printed name of person signing

Revised: June 15, 2016

Attachment 2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia on Tuesday, January 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

WHEREAS, in accordance with Virginia Department of Transportation project agreement procedures, it is necessary that a resolution be received from the local government authorizing execution of an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes County staff to execute on behalf of the County of Fairfax a Project Administration Agreement with the Virginia Department of Transportation for the Van Dorn Street Bicycle and Pedestrian Improvements Transportation Alternatives Project by the County of Fairfax.

Adopted this 24th day of January, 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 17149**

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 January 24, 2017, 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 2017, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

| | | |
|---|---|---|
| Fund: | 500-C50000, Federal-State Grant Fund | |
| Agency: | G4040, Department of Transportation | $359,500 |
| Grant: | 1400141-2016, Van Dorn Street Bicycle and Pedestrian Improvements | |

Reduce Appropriation to:

| | | |
|---|---|---|
| Agency: | G8787, Unclassified Admin | $359,500 |
| Fund: | 500-C50000, Federal-State Grant Fund | |

Source of Funds: Virginia Department of Transportation, $359,500

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
January 24, 2017

ACTION - 7

Approval to Amend Fairfax County's Consolidated Plan One-Year Action Plan for FY 2017

ISSUE:
Board of Supervisors' approval for the Department of Housing and Community Development (HCD) to amend the Consolidated Plan One-Year Action Plan for FY 2017 to reflect a change in project activities and funding for the North Hill project in the Mount Vernon District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the proposed amendment to the Consolidated Plan One-Year Action Plan for FY 2017.

TIMING:
Immediate. Board of Supervisors' approval is requested on January 24, 2017, to ensure sufficient time for the U.S. Department of Housing and Urban Development (HUD) to review and approve the proposed amendment to the Consolidated Plan One-Year Action Plan for FY 2017 before anticipated project activities commence.

BACKGROUND:
The Board of Supervisors approved the Consolidated Plan One-Year Action Plan for FY 2017 on April 26, 2016, and it was subsequently submitted to and approved by HUD. The proposed amendment to the Consolidated Plan One-Year Action Plan for FY 2017 includes revised North Hill project activities and funding to be used in the second and subsequent years of the Five-Year Consolidated Plan for FY 2016 to 2020. An annual action plan is required by HUD for the following federal programs:

- CDBG
- HOME Investment Partnerships Program (HOME)
- Emergency Solutions Grants (ESG)

As the Board of Supervisors is aware, the Fairfax County Redevelopment and Housing Authority (FCRHA) used federal CDBG funds in 1981 to acquire 48 acres of land in the Woodley-Nightingale Redevelopment Area located in the Mount Vernon District (now known as North Hill). The purpose of the acquisition was to remove a large mobile home park, which had become a blight on the community and was unsafe for residents.

In 1991, approximately 15 of the 48 acres at the southern end of the property were redeveloped by the FCRHA into the present day Woodley Hill Estates manufactured home community. Woodley Hills consists of 115 mobile home pad sites that provide an affordable homeownership option. The remaining approximately 33 acres has remained unused for the last 30 years due to a variety of factors, including a steep slope and problem soils on the site.

Included in the Board of Supervisors and HUD-approved Consolidated Plan One-Year Action Plan for FY 2011 were plans for Phase II of the development of North Hill. Phase II was originally planned to consist of developing a total of 67 manufactured homes on approximately 11 of the remaining undeveloped acres, and providing the remaining approximately 22 undeveloped acres to the Fairfax County Park Authority for the development of a passive community park.

In 2012, the FCRHA received an unsolicited proposal from a local developer under the Virginia Public Private Educational Infrastructure and Facilities Act of 2002 (PPEA). In 2013, in accordance with PPEA requirements and consistent with the adopted PPEA guidelines, the FCRHA initiated a competitive solicitation process for redevelopment proposals. The solicitation envisioned a dynamic, mixed income development. The winning proposal by CHPPENN I, LLC, pending financing and land use approvals, will transform North Hill's remaining approximately 33 acres into a mixed income, affordable and market rate housing community and park. The project is comprised of 279 affordable multifamily rental apartments (all at 60 percent or below Area Median Income (AMI), of which 60 units are targeted to seniors), approximately 175 for-sale townhouses (165 market rate and 10 Affordable Dwelling Units), and a community park. CHPPENN I, LLC will develop and build the affordable multifamily units, a third party developer will develop the townhouse units, and the Fairfax County Park Authority will develop and own the park.

It is anticipated that the sale of the townhouse land bay to a third party builder/developer will produce approximately $17.5 million in sales proceeds to the FCRHA, which will be considered as CDBG program income since North Hill was originally purchased using CDBG funds. A significant portion of this $17.5 million needs to be reinvested into the affordable multifamily rental component of the project for it to be financially viable.

The following are the proposed FCRHA North Hill project activities that will be funded by the anticipated $17.5 million in CDBG program income, and implemented with the approval of the amendment to the Consolidated Plan One-Year Action Plan for FY 2017:

**North Hill Affordable Multifamily Development:** Approximately $14 million will be made available for infrastructure work for the affordable multifamily portion of the site. The scope of work includes earth work, erosion and sediment control, utility

installation, road improvements, storm water management, site improvements, removal of marine clay soils, and building of needed retaining walls. The total project estimate (TPE) for the project is approximately $88 million; CHPPENN I, LLC will be responsible for all but approximately $14 million of these costs.

**North Hill Community Park:** Approximately $1.5 million will be made available for the initial phase of the development of the community park, which when complete, will be available for the residents of the new development as well as the existing residents of Woodley Hills Estates. The scope of work for this initial phase includes demolition, removal and disposal of existing improvements, treatment of invasive plants, site grading, and restoration and seeding of disturbed areas. The total TPE for the project is $3 million. The initial phase is anticipated to be completed by the FCRHA and/or Park Authority with the approximately $1.5 million of program income at roughly the same time as the development of the affordable multifamily site; the remainder of the project would occur later, after additional funding is identified.

The remaining balances in North Hill-generated CDBG program income will be allocated to CDBG-eligible activities already included in the Consolidated Plan One-Year Action Plan for FY 2017 or that are included in subsequent fiscal years' Consolidated Plan One-Year Action Plans.

Since the North Hill project scope and funding has significantly changed from what was approved by HUD in FY 2011, Fairfax County needs to revise the North Hill project information through an amendment to the Consolidated Plan One-Year Action Plan for FY 2017. HCD has worked closely with HUD's Office of Community Planning and Development (CPD) Washington D.C. field office and HUD headquarters since August 2016 to apprise them of the FCRHA's redevelopment plans for North Hill, as well as to ensure the approach HCD is using to account for the significant amount of anticipated CDBG program income is acceptable given CDBG regulations. HUD has expressed its clear support for the planned North Hill mixed income housing development activities, and concurs with HCD's sequence of steps and timeline for expenditures of the program income. HUD has provided assurance it will expedite the review and approval of this Amendment to the Consolidated Plan One-Year Action Plan for FY 2017 pending approval by the Board.

CDBG program requirements state that grantees must provide citizens with 30 calendar days to provide citizen comments on substantial amendments to Consolidated Plan One-Year Action Plans. The CDBG Substantial Amendment to the Consolidated Plan One-Year Action Plan for FY 2017 was circulated for review and comment by citizens, service providers and other interested parties during the formal public comment period which ended on January 13, 2017. HCD considered all comments received on the Proposed Amendment and is forwarding its recommendation to the Board for final action.

FISCAL IMPACT:
CDBG program income of approximately $17.5 million is anticipated to be generated from the sale of the North Hill townhouse land bay. A significant amount of this program income will then be reinvested in the North Hill multifamily affordable housing development portion of the project at this site. Of the program income, approximately $14 million will be used for infrastructure needs for multifamily development and approximately $1.5 million will be made available for the community park at the site. Funds remaining after construction will be allocated to activities already included in the Consolidated One-Year Action Plan for FY 2017 or will be included in subsequent One-Year Action Plans. Funding adjustments will be made in Fund 50800, Community Development Block Grant, as part of a subsequent quarterly budget review process once HUD approves this Consolidated Plan amendment. Fund 50800 currently has a balance of $620,213 in Grant 1380070, North Hill. The TPE for the multifamily development is approximately $88 million; the FCRHA would provide approximately $14 million in program income toward this figure, and CHPPENN I, LLC will be responsible for the remainder of these costs. The TPE for the park development is approximately $3 million; the proposed amendment would allocate $1.5 million toward this project.

ENCLOSED DOCUMENT:
Attachment 1: Substantial Amendment to the Consolidated Plan Fairfax County FY 2017 (Federal FY 2016) Action Plan

STAFF:
Patricia D. Harrison, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Hossein Malayeri, Deputy Director, Real Estate, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management (REFGM) Division, HCD
Laura O. Lazo, Associate Director, Grants Management, REFGM Division, HCD
Stephen E. Knippler, Senior Program Manager, FCRHA Policy, Reporting and Communications, HCD

**Substantial Amendment to the Consolidated Plan**
**Fairfax County FY 2017 (Federal FY 2016) Action Plan**

| | |
|---|---|
| **Project Name** | North Hill Project |
| **Target Area** | North Hill area in Mount Vernon District |
| **Goals Supported** | Working Families<br>Workforce Housing<br>Reinvestment |
| **Needs Addressed** | Affordable Rental Housing<br>Community Services |
| **Funding** | Community Development Block Grant (CDBG) Program Income: $17,500,000<br>CDBG Entitlement Funds: $573,128<br>County General Funds: $47,085 |
| **Description** | **North Hill Affordable Multifamily Development:** Under this Fairfax County Redevelopment and Housing Authority (FCRHA) activity, approximately $14 million will be made available for infrastructure work. The scope of work includes earth work, erosion and sediment control, utility installation, road improvements, storm water management, site improvements, removal of marine clay soils, and building of needed retaining walls.<br><br>**North Hill Community Park:** Under this FCRHA activity, approximately $1.5 million will be made available for the initial phase of the development of the community park, which when complete, will be available for the residents of the new development as well as the existing residents of Woodley Hills Estates. The scope of work for this initial phase includes demolition, removal and disposal of existing improvements; treatment of invasive plants; site grading; and restoration and seeding of disturbed areas.<br><br>The remaining balances in North Hill-generated CDBG program income will be allocated to CDBG-eligible activities already included in the Consolidated Plan One-Year Action Plan for FY 2017 or that are included in subsequent fiscal years' Consolidated Plan One-Year Action Plans. |

| | |
|---|---|
| **Target Date** | 6/30/2017 |
| **Estimate the number and type of families that will benefit from the proposed activities** | **North Hill Affordable Multifamily Development:** 279 low-moderate income families<br>**North Hill Community Park:** Approximately 3,260 persons with approximately 1,480 low-moderate income persons |
| **Location Description** | The North Hill Project site is approximately 33 acres in the Mount Vernon District. The site is located within U.S. Census Tract (CT) 415401 Block Group (BG) 3 and the community park will serve persons from CT 415401 BG 3 as well as neighboring CT 415401 BG 2. |
| **Planned Activities** | **North Hill Affordable Multifamily Development:** Matrix Code- 03 – Public Facilities and Improvements (General)<br>**North Hill Community Park:** Matrix Code- 03F – Parks, Recreational Facilities |

The above Consolidated Plan Action Plan Project and Activities replace the following Project that was approved in the FY 2011 Consolidated Plan One-Year Action Plan:

| | |
|---|---|
| **Project ID - #18 North Hill Project:** A development, The Residences at North Hill Park (Mount Vernon District), is planned for a portion of 33 acres known as "North Hill," owned by the FCRHA and would consist of 67 units of manufactured housing. A major portion of the remaining land will be developed by the Fairfax County Park Authority as a passive community park directly north of the new community. Predevelopment activities are anticipated to be completed in FY 2011. CDBG funds would be used for the purchase of manufactured housing and/or site improvements for North Hill.<br>**Priority Need – Homeownership**<br>**Performance Indicator – Number of individuals/households assisted**<br>**Outcome – 67 households will have affordable housing through affordable housing preservation and/or development for the purpose of providing decent affordable housing.**<br>**CDBG Citation - 570.201 (a), 570.201 (c) CDBG National Objective – LMH**<br>**Start Date – 07/01/10 Completion Date – 06/30/11**<br>**Other Resources: Local Investment, Additional Resources to be identified**<br>**Matrix Code: 01, 03 Purpose: N/A** | Housing Objective<br>3, 5 |

Board Agenda Item
January 24, 2017

ACTION - 8

Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Route 28 Widening Project (Prince William County Line to Route 29) (Sully District)

ISSUE:
Board of Supervisors' approval of, and authorization for the Director of the Fairfax County Department of Transportation to execute, a Standard Project Agreement (SPA) with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 2, for the implementation of the Route 28 Widening project.

RECOMMENDATION:
The County Executive recommends that the Board adopt a resolution, substantially in the form of Attachment 1, authorizing the Director of the Fairfax County Department of Transportation to execute an SPA with VDOT, substantially in the form of Attachment 2, for the implementation of the Route 28 Widening project.

TIMING:
The Board of Supervisors should act on this item on January 24, 2017, so that FCDOT can continue implementation of the Route 28 Widening project.

BACKGROUND:
Route 28 is a major north-south corridor that serves three counties and two cities in Northern Virginia that provides access to Dulles International Airport. The section of Route 28 south of Interstate I-66 experiences significant peak hour travel congestion, and was the focus of the Route 28 Corridor Safety and Operations Study (Study) completed in September 2015. The purpose of the study was to identify existing congestion or safety-related deficiencies/issues along the corridor and to develop low-cost, short-term candidate improvements to address congestion and safety.

Traffic safety and operational improvement opportunities were explored using short-term implementation and manageable construction cost guidelines. A long-term solution for the corridor is the subject of a future study that will be managed by Prince William County and the City of Manassas.

The overall result of the study is that the Route 28 corridor is expected to see an increase in traffic demand through the year 2020 based on planned land use changes and the lack of roadway, pedestrian, bicycle and transit alternatives. The widening of

Route 28 north from Prince William County Line to Route 29 provides the greatest impact for the improvement of corridor travel times and speeds during the peak periods but at the highest cost of any of the improvements.

The project will widen Route 28 from four to six lanes, include intersection improvements, pedestrian/bicycle facilities along the roadway, and pedestrian/bicycle facilities at all intersections through the corridor.

On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included $47.35 million for the widening of Route 28 from Prince William County to Route 29. The current total project estimate is approximately $68.8 million; the increase in estimate is due largely to increased land acquisition and construction costs.

On November 17, 2015, the Board of Supervisors approved staff's recommended project submissions for NVTA consideration for the FY 2017 Program. On July 14, 2016, the NVTA approved its FY 2017 Program, which included $5 million in regional funding (Local Cash Match for FY 2017 Revenue Sharing) for the Route 28 Widening project. NVTA had previously approved $5 million in regional funding for the Route 28 Widening project in April 2015. The additional $5 million approved in July 2016 provides a total of $10 million in regional funding through FY 2017. The approved NVTA funds provide for preliminary engineering and design, as well as partial right of way acquisition on the project.

The Commonwealth Transportation Board (CTB) approved the FY 2017-2023 Six Year Improvement Program (SYIP) on June 14, 2016, which provided $32.83 in state HB2 funding, and approximately $3 million Revenue Sharing. On September 20, 2016, the Board approved a resolution endorsing the Route 28 project for the FY 2018 Revenue Sharing. On November 1, 2016, staff applied for $4.5 million in additional funding through this program.

FISCAL IMPACT:
The Route 28 Widening project has a total of approximately $45.9 million in available funding: $32.8 million in state HB2 funding, $10 million in NVTA regional funds, and $3.1 million in state Revenue Sharing. This leaves an outstanding balance of $22.9 million needed to fully fund the project. This balance is shown as local contribution in the agreement; however, staff plans to address this gap in funding with FY 2018 Revenue Sharing ($4.5 million), and NVTA FY 2018-2023 regional funding (approximately $18.4 million), which is stated in the agreement. There is no impact to the General Fund.

Board Agenda Item
January 24, 2017

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute Agreement with the Fairfax County Department of Transportation and the Virginia Department of Transportation
Attachment 2: Standard Project Agreement for the Route 28 Widening (Prince William County Line to Route 29) Project, including Related Appendices, with the Virginia Department of Transportation

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
James Beall, Engineer V, Transportation Design Division
Smitha Chellappa, Project Manager, Capital Projects Division
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Malcolm Watson, Transportation Planner, Coordination and Funding Division, FCDOT
Joe LaHait, Debt Coordinator, Department of Management and Budget
Joanna L. Faust, Assistant County Attorney

# Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF
Fairfax, VIRGINIA
AS AN ENDORSEMENT OF the Route 28 Widening PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project, if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project, if not already established, for the implementation of the Route 28 Widening Project.

BE IT FURTHER RESOLVED THAT: The County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement (Attached) and associated financial documents (Appendix A) executed pursuant to this Resolution.

BE IT RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, the Project Administration Agreement with the Virginia Department of Transportation for the implementation of the Route 28 Widening project (Project # 0028-029-269) (UPC 108720).

Adopted this 24st day of January 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

Attachment 2

**STANDARD PROJECT ADMINISTRATION AGREEMENT**
**Federal-aid Projects**

| Project Number | UPC | Local Government |
|---|---|---|
| 0028-029-269 | 108720 | Fairfax County |

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 2016, by and between the County of Fairfax, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____

_____
Typed or printed name of signatory

Tom Biesiadny

Date

Title

Director, Department of Transportation

_____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____
Signature of Witness Date

**Attachments**

Appendix A – UPC 108720

**Appendix A** **Date:** 12/6/2016

Project Number: 0028-029-269 UPC: 108720 CFDA # 20.205 Locality: Fairfax County

| Project Location ZIP+4: 20121-3879 | Locality DUNS# 74837626 | Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033-2867 |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| Scope: | #HB2.FY17 Widen Route 28 from 4 to 6 Lanes Divided |
| From: | Prince William County Line |
| To: | Old Centreville Road |

Locality Project Manager Contact info: Smitha Chellappa 703-877-5761 schellappa@fairfaxcounty.gov

Department Project Coordinator Contact Info: Mark Gibney 703-259-2734 Mark.Gibney@VDOT.Virginia.gov

**Project Estimates**

| | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
|---|---|---|---|---|
| Estimated Locality Project Expenses | $7,277,000 | $6,404,144 | $53,979,129 | $67,660,273 |
| Estimated VDOT Project Expenses | $383,000 | $20,000 | $766,000 | $1,169,000 |
| Estimated Total Project Costs | $7,660,000 | $6,424,144 | $54,745,129 | $68,829,273 |

**Project Cost and Reimbursement**

| Phase | Estimated Project Costs | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount | Maximum Reimbursement (Estimated Cost - Local Share) | Estimated Reimbursement to Locality (Max. Reimbursement - |
|---|---|---|---|---|---|---|
| Preliminary Engineering | $5,000,000 | Local Funds | 100% | $5,000,000 | $0 | |
| | $2,660,000 | Revenue Sharing | 50% | $1,330,000 | $1,330,000 | |
| | | | | $0 | $0 | |
| **Total PE** | $7,660,000 | | | $6,330,000 | $1,330,000 | $947,000 |
| Right of Way & Utilities | $3,492,071 | Revenue Sharing | 50% | $1,746,036 | $1,746,036 | |
| | $2,932,073 | Local Funds | 100% | $2,932,073 | $0 | |
| | | | | $0 | $0 | |
| **Total RW** | $6,424,144 | | | $4,678,109 | $1,746,036 | $1,726,036 |
| Construction | $21,915,129 | Local Funds | 100% | $21,915,129 | $0 | |
| | $32,830,000 | Smart Scale | 0% | $0 | $32,830,000 | |
| | | | | $0 | $0 | |
| **Total CN** | $54,745,129 | | | $21,915,129 | $32,830,000 | $32,064,000 |
| **Total Estimated Cost** | $68,829,273 | | | $32,923,238 | $35,906,036 | $34,737,036 |

| | |
|---|---|
| **Total Maximum Reimbursement by VDOT to Locality (Less Local Share)** | $35,906,036 |
| **Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)** | $34,737,036 |

**Project Financing**

| Smart Scale (HB2) DGP | Revenue Sharing | Local Funds NVTA/70% | Local Funds | | | **Aggregate Allocations** |
|---|---|---|---|---|---|---|
| $32,830,000 | $6,152,071 | **$6,923,964** | **$22,923,238** | | | $68,829,273 |

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 2/06/2018.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $35,906,036 (if applicable)

• Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.

• This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.

• This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.

- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years: Local match to come from NVTA Regional funds.
  - FY17 - $6,152,071 ($3,076,036 locality match and $3,076,035 VDOT match)
- This project has Revenue Sharing Program allocations. Per §33.2-357 the project must progress in order to prevent these funds from being de-allocated"
- Fairfax County intends to pursue FY 2017 Revenue Sharing and FY 2018 - 2023 NVTA Regional Funding to meet the local contribution requirement.

Authorized Locality Official and Date

Tom Biesiadny

Typed or printed name of person signing

Authorized VDOT Official and Date

Ray Burkhardt

Typed or printed name of person signing

Revised: June 15, 2016

Board Agenda Item
January 24, 2017

ACTION - 9

Approval of an Amendment to the Standard Project Agreement with the Virginia Department of Transportation for the Fairfax County Parkway Widening Project from Ox Road (Route 123) to Lee Highway (Route 29) (Springfield and Braddock Districts)

ISSUE:
Board of Supervisors' approval of, and authorization for the Fairfax County Director of the Department of Transportation to execute an amendment to the Standard Project Agreement (SPA) with the Virginia Department of Transportation (VDOT) substantially in the form of Attachment 2, to implement the Fairfax County Parkway (Route 286) widening from Route 123 to approximately 2,000 feet north of Route 29, as well as preliminary engineering and design of the Fairfax County Parkway/Popes Head Road interchange.

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution authorizing the Director of the Fairfax County Department of Transportation to execute an amendment to the SPA with VDOT, which replaces Appendices A and B of Attachment 3 with new versions, substantially in the form of Attachment 2, that include $14.33 million in additional funding and scope of work to support the widening of Fairfax County Parkway from Route 123 to approximately 2,000 feet north of Route 29, as well as preliminary engineering and design of the Fairfax County Parkway/Popes Head Road interchange.

TIMING:
The Board of Supervisors should act on this item on January 24, 2017, so that NVTA can continue to release funding for the implementation of the Fairfax County Parkway widening project to VDOT, and VDOT can continue implementation of the Fairfax County Parkway/Popes Head Road interchange project.

BACKGROUND:
On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included $55 million for improvements to Fairfax County Parkway. Specifically, those improvements included the widening from four to six lanes along the following segments:

- Lee Chapel to Rolling Rd,
- Ox Road (VA 123) to Lee Chapel,
- Lee Highway (US 29) to Ox Road (VA 123),
- Dulles Toll Road to West Ox Road, and
- West Ox Rd to Rugby Rd.

In April 2015, NVTA approved $10 million in regional funding for the Fairfax County Parkway widening project. On September 22, 2015, the Board approved two agreements to make use of the NVTA funding: 1) a funding agreement with NVTA for $10 million in FY 2015-2016 Program funds, and 2) an agreement with VDOT for the implementation of the widening of Fairfax County Parkway (Attachment 3).

The latter agreement (Attachment 3) now needs to be amended to reflect additional funds obtained from NVTA. NVTA's FY 2017 Program included an additional $10 million in regional funding for the Fairfax County Parkway widening project, for a total of $20 million through FY 2017.

At its last meeting, on December 6, 2016, the Board approved an agreement with NVTA for use of the additional $10 million in FY 2017 Program funds for the widening project.

Accordingly, staff now seeks Board approval to amend the current agreement with VDOT (Attachment 3) to include the additional $10 million in FY 2017 Program funds for the widening portion of the project, and $4.33 million in local funds for the preliminary engineering and design of the interchange. These regional funds will also support land acquisition for the nearly six-mile segment between Route 123 and north of Route 29. Ultimately, this project will provide for the widening of Fairfax County Parkway from four lanes to six lanes and provide pedestrian and bicycle amenities. Conceptual design assumes that all existing lanes will be used and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside to accommodate the future HOV lanes, which are identified in the County's Comprehensive Plan.

Like the current agreement (Attachment 3), the amended SPA will continue to 1) enable FCDOT to remain responsible for and oversee the implementation by VDOT of the Fairfax County Parkway widening project, according to the terms of the County's agreement with NVTA; and 2) provide a mechanism for funding to flow directly from NVTA to VDOT, on a reimbursement basis.

FISCAL IMPACT:
The County will oversee and authorize a total of $20 million in funding directly from NVTA to VDOT on a reimbursement basis to support the implementation of the Fairfax County Parkway widening project. Per the terms of the amended SPA, the County will transfer to VDOT $4.33 million in local funds for the preliminary engineering and design of the Fairfax County Parkway/Popes Head Road interchange. Local funds are available in Fund 40010 (County and Regional Transportation Projects). There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute an Amendment to the Project Funding Agreement with the Virginia Department of Transportation
Attachment 2: Amended Appendices A (Financial Document) and B (Project Scope) to the VDOT Standard Project Agreement for the Fairfax County Parkway Widening and Popes Head Road Interchange Project
Attachment 3: Current Standard Project Agreement for the Fairfax County Parkway Project, including Related Appendices, with the Virginia Department of Transportation

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Minnix, Chief, Transportation Design Division, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Joe LaHait, Debt Coordinator, Department of Management and Budget
Joanna Faust, Assistant County Attorney

# Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTYOF
Fairfax, VIRGINIA
AS AN ENDORSEMENT OF
Fairfax County Parkway Widening (Route 123 to approximately 2,000 feet north of Route 29) and Fairfax County Parkway/Popes Head Road Interchange
PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project, if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project, if not already established, for the implementation of Fairfax County Parkway Widening (Route 123 to approximately 2,000 feet north of Route 29) and Fairfax County Parkway/Popes Head Road Interchange Project.

BE IT FURTHER RESOLVED THAT, the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement (Attached) and associated financial documents (Appendix A), executed pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, the attached amendment to the Project Administration Agreement with the Virginia Department of Transportation for the implementation of the Fairfax County Parkway Widening (Route 123 to approximately 2,000 feet north of Route 29), and Fairfax County Parkway and Popes Head Road Interchange Project (Project # 0286-029-259, UPC 107937) to be administered by VDOT.

Adopted this 24th day of January 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

**Appendix B- REVISION #1**

**Project Number:** 0286-029-259 (UPC 107937) **Locality: Fairfax County**

| Project Scope | |
|---|---|
| **Work Description:** | Widen Route 286 from 4 to 6 lanes between Route 123 and approximately 2000 feet north of Route 29, improvements will include bike and pedestrian accommodations. Scope includes a grade-separated interchange in the vicinity of Popes Head Road Intersection and a portion of the Shirley Gate Road extension. |
| **From:** | Ox Rd (Route 123) |
| **To:** | 2000 Feet (approximately) north of Route 29 |

Locality Project Manager Contact Info: Maggie Qi ; 703-877-5758 ; Hongtu.Qi@fairfaxcounty.gov
Department Project Coordinator Contact Info: Angel Tao/ 7032592377/ Angel.Tao@vdot.virginia.gov

**Detailed Scope of Services**

The project scope provides for preliminary engineering and right-of-way phases for the widening of Fairfax County Parkway (Route 286) from Ox Road (Route 123) to 2,000 feet north of Lee Highway (Route 29) from four lanes (divided) to six lanes (divided). This improvement will provide or improve pedestrian and bicycle amenities. Conceptual design assumes that all existing lanes will be used and that 12 feet of pavement will be added to the inside median and two feet will be added to the outside. The additional lanes will also allow the accommodation of future HOV lanes as designated on the County's Comprehensive Plan. Intersection improvements and access management will be considered in the design.
The project scope also provides for preliminary engineering for the Fairfax County Parkway\Popes Head Road Interchange project. The section of the project also includes shared use paths, bicycle accommodations, and a portion of the Shirley Gate Road extension as a new alignment roadway from Fairfax County Parkway to the future Fairfax County Park Access Road entrance.
VDOT is to administer all phases included in this agreement.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Authorized VDOT Official and date

Typed or printed name of person signing

Typed or printed name of person signing

VDOT Administered, Locally Funded Appendix A- REVISION #1 **Date:** 12/12/2016

Project Number: 0286-029-259 UPC: 107937 CFDA# 20.205 Locality: Fairfax County

| Project Location ZIP+4: 22030-5834 | Locality DUNS# 074873626 | Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400, Fairfax, VA 22033-2867 |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| Scope: | Widen Route 286 from 4 to 6 lanes between Route 123 and approximately 2000 feet north of Route 29, improvements will include bike and pedestrian accommodations. Scope includes a grade-separated interchange in the vicinity of Popes Head Road Intersection and a portion of the Shirley Gate Road extension. |
| From: | Ox Road (Route 123) |
| To: | 2000 feet north of Lee Highway (Route 29) |

Locality Project Manager Contact info: Maggie Qi 703-877-5758 Email: Hongtu.Qi@FairfaxCounty.gov

Department Project Coordinator Contact Info: Angel Tao 703-259-2377 Email: Angel.Tao@vdot.virginia.gov

**Project Estimates**

| Phase | Estimated Project Costs |
|---|---|
| Preliminary Engineering | $ 14,000,000.00 |
| Right of Way & Utilities | $ 10,330,000.00 |
| Construction | $ 62,100,656.00 |
| Total Estimated Cost | $86,430,656 |
| **Estimate for Current Billing** | |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount |
|---|---|---|---|---|
| Preliminary Engineering | $10,000,000 | Local Funds- NVTA | 100.00% | $10,000,000 |
| | $4,000,000 | Local Funds | 100.00% | $4,000,000 |
| Total PE | $14,000,000 | | | $14,000,000 |
| Right of Way & Utilities | $10,000,000 | Local Funds- NVTA | 100.00% | $10,000,000 |
| | $330,000 | Local Funds | 100.00% | $330,000 |
| Total RW | $10,330,000 | | | $10,330,000 |
| Construction | | | | |
| Total CN | | | | |
| Total Estimated Cost | $24,330,000 | | | $24,330,000 |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $24,330,000 |
|---|---|

**Project Financing**

| **Local Funds- NVTA** | **Local Funds** | | | | **Aggregate Allocations** |
|---|---|---|---|---|---|
| $20,000,000 | $4,330,000 | $0 | $0 | $0 | $24,330,000 |

**Payment Schedule**

| FY 2017 | FY 2018 | FY 2019 | FY 2020 |
|---|---|---|---|
| $8,000,000 | $6,000,000 | $5,000,000 | $5,330,000 |

**Program and project Specific Funding Requirements**

- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- This Appendix A supersedes any previously listed funding schedule.
- VDOT has billed zero ($0.00) (dollar amount) the locality for this project as of 1/1/2017
- VDOT has received zero ($0.00) (dollar amount) from the locality for this project as of 1/1/2017
- Billing will begin 1/1/2017 for FY 2017 funding
- NVTA shall distribute semi-annual payments (amounts shown below) to VDOT for the duration of the Payment Schedule, until $20,000,000 has been received. These will be used for the PE and RW phases of the Route 286 widening portion of the project. NVTA regional funds will not be used for any phase of the grade separated interchange widening portion of the project.
- The Locality will pay $4,000,000 upfront to VDOT to cover the cost of the design for Popes Head Road Interchange. NVTA Regional funds are not to be used on this portion.
- The Locality will pay the remaining $330,000 in ROW directly to VDOT on or before 10/1/2019. The breakdown is as follows:

FY17-$4,000,000 in Quarter 3 (Local, non NVTA) FY19-$2,500,000 in Quarters 1 & 3 (NVTA)

FY17- $4,000,000 in Quarter 3 (NVTA) FY20- $2,500,000 in Quarters 1 & 3 (NVTA)

FY18- $3,000,000 in Quarters 1 & 3 (NVTA) FY20- $330,000 in Quarter 1 (Local, non-NVTA)

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: June 15, 2016

**VDOT ADMINISTERED – LOCALLY FUNDED**
**PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY
PROJECT NUMBER 0286-029-259 UPC 107937

THIS AGREEMENT, made and executed in triplicate on this the 2nd day of November, 2015, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.

7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or

personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTA) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

| | Date |
|---|---|
| Tom Biesiadny | 9/28/15 Date |
| Signature of Witness | 9/28/15 Date |

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

| | |
|---|---|
| Chief of Policy<br>Commonwealth of Virginia<br>Department of Transportation | 11/2/15 Date |
| Signature of Witness | 11/2/2015 Date |

OAG Approved 6-2-2010 Revised 10-1-2014, 7-28-15

Attachment 3

**VDOT Administered Locally Funded Appendix A** Date: 10/26/2015

Project Number: **0286-029-259** UPC: **107937** CFDA# **20.205** Locality: **Fairfax County**

| Project Location ZIP+4: 22030-5834 | Locality DUNS# 074873626 | Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400, Fairfax, VA 22033-2867 |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| Scope: | Widen Route 286 from 4 to 6 lanes and add full bike and pedestrian accommodations between Route 123 and approximately 2000 feet north of Route 29. |
| From: | Ox Road (Route 123) |
| To: | 2000 feet north of Lee Highway (Route 29) |

| | | | |
|---|---|---|---|
| Locality Project Manager Contact info: | Karyn Moreland | 703-877-5760 | Email: karyn.moreland@fairfaxcounty.gov |
| Department Project Coordinator Contact Info: | Stephen Bates | 703-259-2949 | Email: Stephen.Bates@vdot.virginia.gov |

**Project Estimates**

| Phase | Estimated Project Costs |
|---|---|
| Preliminary Engineering | $10,000,000 |
| Right of Way & Utilities | $10,330,000 |
| Construction | $62,100,656 |
| Total Estimated Cost | $82,430,656 |
| **Estimate for Current Billing** | |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount |
|---|---|---|---|---|
| Preliminary Engineering | $10,000,000 | Local Funds - NVTA | 100.00% | $10,000,000 |
| | | | | $0 |
| Total PE | $10,000,000 | | | $10,000,000 |
| Right of Way & Utilities | | | | |
| Total RW | | | | |
| Construction | | | | |
| Total CN | | | | |
| Total Estimated Cost | $10,000,000 | | | $10,000,000 |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $10,000,000 |
|---|---|

**Project Financing**

| **Local Funds -NVTA** | | | | | **Aggregate Allocations (A+B+C+D+E)** |
|---|---|---|---|---|---|
| $10,000,000 | | | | | $10,000,000 |

**Payment Schedule**

| FY 2016 | FY 2017 | | |
|---|---|---|---|
| $4,000,000 | $6,000,000 | | |

**Program and Project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $10,000,000 (if applicable)
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- VDOT has billed zero ($0.00) (dollar amount) the locality for this project as of 1/5/2016 (date)
- VDOT has received zero ($0.00) (dollar amount) from the locality for this project as of 1/5/2016 (date)
- NVTA to distribute 5 quarterly payments of $2,000,000 per quarter over 12 months with the payment due on the first day of each quarter beginning on 1/5/2016 (date)

10/26/15
Authorized Locality Official and date

TOM BIESIADNY
Typed or printed name of person signing

10-26-15
Authorized VDOT Official Recommendation and Date

Terry Yates
Typed or printed name of person signing

**Appendix B**

**Project Number:** 0286-029-259 **(UPC 107937) Locality: Fairfax County**

| Project Scope | |
|---|---|
| **Work Description:** | **Route 286 (Fairfax County Parkway) Widen from 4 to 6 lanes to include bicycle and pedestrian accommodations.** |
| **From:** | **Ox Road (Route 123)** |
| **To:** | **2000 feet (approximately) north of Route 29** |

Locality Project Manager Contact Info: Karyn Moreland; Email: Karyn.Moreland@fairfax county.gov; Phone 703 877-5760
Department Project Coordinator Contact Info: Steve Bates; Email: Stephen.Bates@VDOT.Virginia.gov; Phone: 703 259-2949

**Detailed Scope of Services**

VDOT to administer the Preliminary Engineering for widening approximately 5.6 miles of Route 286 from four to six lanes, including full bicycle and pedestrian accommodations, between Route 123 and approximately 2000 feet north of Route 29.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

TOM BIESIADNY
Typed or printed name of person signing

12/22/15
Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority ("NVTA") revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.

- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.

- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.

- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2) , G and H of this Agreement shall apply.

- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the "NVTA Rate") .

- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA's Bond Trustee and/or require that all DEPARTMENT's contractors name the COUNTY, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.

- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.

- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

- The COUNTY shall provide coordination as between NVTA and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.

- Funding by NVTA shall be subject to annual appropriation or other lawful appropriation by the NVTA, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.

- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.

- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.

- The DEPARTMENT shall provide a certification to the COUNTY and NVTA no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 22, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

## AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVE**D that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, Project Funding Agreements with the Northern Virginia Transportation Authority and the Virginia Department of Transportation (VDOT) for the implementation of the Route 286 Widening (Route 123 to approximately 2,000 feet north of Route 29) project to be administered by VDOT.

Adopted this 22nd day of September 2015, Fairfax, Virginia

A Copy – Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
January 24, 2017

ACTION - 10

Approval of Standard Project Agreements with the Virginia Department of Transportation for Roadway Improvements on Lee Highway (Route 29) from Pickwick Road to Buckleys Gate Drive (Sully and Springfield Districts)

ISSUE:
Board of Supervisors' approval of, and authorization for the Fairfax County Director of the Department of Transportation to execute two Standard Project Agreements (SPA), with the Virginia Department of Transportation (VDOT) substantially in the form of Attachments 2 and 3, to begin Phases I and II of roadway improvements on Lee Highway (Route 29) from Pickwick Road to Buckleys Gate Drive.

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution, substantially in the form of Attachment 1, authorizing the Fairfax County Director of the Department of Transportation to execute SPAs, in substantial form, with VDOT (Attachments 2 and 3), for the implementation Phase I and II of roadway improvements on Lee Highway from Pickwick Road to Buckleys Gate Drive.

TIMING:
The Board of Supervisors should act on this item on January 24, 2017, so that VDOT can begin implementation of roadway improvements on Lee Highway from Pickwick Road to Buckleys Gate Drive.

BACKGROUND:
On January 28, 2014, the Board of Supervisors approved the Transportation Priorities Plan (TPP), which included $25 million for improvements on Lee Highway (Route 29) from Union Mill Road to Buckleys Gate Drive. On September 20, 2016, the Board approved extending the limits of the project from Union Mill Road to Pickwick Road further west. On the same day, the Board also approved of staff pursuing state funding through the FY 2018-2023 Smart Scale process. Staff applied for $49.2 million in state funding for the right-of-way and construction phases of the section of Lee Highway from Union Mill Road to Pickwick Road.

The current total project estimate (TPE) for both phases of the project is approximately $67.8 million; Phase I TPE is $5.38 million, and Phase II TPE is $62.4 million. This agreement proposes funding all of Phase I and the preliminary engineering and design of Phase II (approximately $5.6 million) using local funding. As mentioned previously,

staff applied for the right-of-way and construction phases of Phase II through the Smart Scale process. Should the County be unsuccessful in receiving funding through this source, FCDOT may pursue funding through the Northern Virginia Transportation Authority's (NVTA) FY 2018-2023 Program.

Phase I of this project will widen Lee Highway (Route 29) eastbound from 0.09 miles west of Pickwick Road to 0.27 miles east of Pickwick Road for a total of approximately 0.36 miles. The segment eastbound currently has two through lanes, and the project will widen it to three through lanes, along with curb and gutter improvement, pedestrians and bicycle improvements, and a right turn lane from Lee Highway east to Pickwick Road south.

Phase II will widen Lee Highway (Route 29) from Union Mill Road to Buckley's Gate Drive for a total of approximately 1.49 miles. The segment currently has four lanes (divided), and the project will widen it to six lanes (divided), along with curb & gutter and geometrics improvement, pedestrians and bicycle improvements, left and right turn lanes, and storm water management facilities. This agreement proposes to fund only preliminary engineering and design of Phase II.

FISCAL IMPACT:
Per the terms of the proposed agreement, the County will transfer to VDOT a total of $11 million for full implementation of Phase I, and preliminary engineering and design of Phase II. Local funds are available in Fund 40010 (County and Regional Transportation Projects). A project number a title will be set up in FOCUS prior to agreement execution. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute Project Funding Agreements with the Virginia Department of Transportation
Attachments 2 and 3: (Phases I and II, respectively): Standard Project Agreements for Lee Highway Roadway Improvements, including Related Appendices, with the Virginia Department of Transportation

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Minnix, Chief, Transportation Design Division, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Joe LaHait, Debt Coordinator, Department of Management and Budget
Joanna Faust, Assistant County Attorney

# Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTYOF
Fairfax, VIRGINIA
AS AN ENDORSEMENT OF
Lee Highway (Route 29) Improvements from Pickwick Road to Buckleys Gate Drive
PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of Phases 1 and 2 of Lee Highway (Route 29) Improvements from Pickwick Road to Buckleys Gate Drive Projects.

BE IT FURTHER RESOLVED THAT, the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreements (Attached) and associated financial documents (Appendix A), executed pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, the Project Administration Agreements with the Virginia Department of Transportation for the implementation of Phases 1 and 2 of the Lee Highway (Route 29) Improvements from Pickwick Road to Buckleys Gate Drive Projects (Project # 0029-029-351, UPC 110330, and Project # 0029-029-350, UPC 110329) to be administered by VDOT.

Adopted this 24th day of January 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

**VDOT ADMINISTERED – LOCALLY FUNDED**
**PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY
PROJECT NUMBER 0029-029-351 UPC 110330

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 20__, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The COUNTY shall:

1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A

{optional substitute – Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A}.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise.

Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

DRAFT

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____ _____
Date

_____ _____
Typed or Printed Name of Signatory Date

_____ _____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____ _____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____ _____
Signature of Witness Date

Attachments: Appendix A (UPC 110330)

DRAFT

**Appendix B**

**Project Number: (110330)** **Locality: Fairfax County**

| Project Scope | |
|---|---|
| **Work Description:** | **Route 29 Widening**<br>**Widen route 29 Phase I** |
| **From:** | **.09 Miles west of Pickwick Road** |
| **To:** | **.27 Miles east of Pickwick Road** |

Locality Project Manager Contact Info: Michael Guarino email: michael.guarino@fairfaxcounty.gov phone 703-877-5731
Department Project Coordinator Contact Info: Hong Ha "Jenny" email: hong.ha@vdot.virginia.gov phone: 703-259-2907

**Detailed Scope of Services**

Phase I of this project will widen Lee Highway (Route 29) EB from 0.09 miles west of Pickwick Road to 0.27 miles east of Pickwick Road for a total of approximately 0.36 miles. The segment EB currently has two through lanes and the project will widen it to three through lanes, along with curb and gutter improvement, a multi-use trail for pedestrians and bicycle use, and a right turn lane from Lee Hwy east to Pickwick Road south.

VDOT will administer all phases included in this agreement.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Typed or printed name of person signing

Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

Typed or printed name of person signing

DRAFT

**VDOT Administered Locally Funded Appendix A - Ph I - DRAFT** **Date: 11/29/2016**

Project Number: **0029-029-351** UPC: **110330** CFDA# **20.205** Locality: **Fairfax County**

| Project Location ZIP+4: **20121-4769** | Locality DUNS # **074873626** | Locality Address (incl ZIP+4): **4050 Legato Road, Suite 400, Fairfax, VA 22033-2867** |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| Scope: | **Widen Rt 29 NB from .09 miles west of Pickwick Road to .27 miles east of Pickwick Road, added capacity. Phase I** |
| From: | **.09 miles west of Pickwick Road** |
| To: | **.27 miles east of Pickwick Road** |

| | | | |
|---|---|---|---|
| Locality Project Manager Contact info: : | **Michael Guarino** | **703-877-5731** | **email: michael.guarino@fairfaxcounty.gov** |
| Department Project Coordinator Contact Info: | **Hong Ha "Jenny"** | **703-259-2907** | **email: hong.ha@vdot.virginia.gov** |

**Project Estimates**

| Phase | Estimated Project Costs | Estimated Start Date (month/day/year) | Estimated End Date (month/day/year) | Total Number of Months per Phase | |
|---|---|---|---|---|---|
| Preliminary Engineering | $ 962,962 | | | 0 | |
| Right of Way & Utilities | $ 500,000 | | | 0 | |
| Construction | $ 3,864,576 | | | 0 | |
| Total Estimated Cost | $5,327,538 | | Total Months = | 0 | |
| **Estimate for Current Billing** | | | | | |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount | Monthly Locality Payment to VDOT *(Local Share Amount divided by Months above)* |
|---|---|---|---|---|---|
| Preliminary Engineering | $962,962 | Local Funds | 100.00% | $962,962 | #DIV/0! |
| Total PE | $962,962 | | | $962,962 | #DIV/0! |
| Right of Way & Utilities | $500,000 | Local Funds | 100.00% | $500,000 | #DIV/0! |
| Total RW | $500,000 | | | $500,000 | #DIV/0! |
| Construction | $3,864,576 | Local Funds | 100.00% | $3,864,576 | #DIV/0! |
| Total CN | $3,864,576 | | | $3,864,576 | #DIV/0! |
| Total Estimated Cost | $5,327,538 | | | $5,327,538 | #DIV/0! |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $5,327,538 |
|---|---|

**Project Financing**

| **Local Funds** | | | | | **Aggregate Allocations** |
|---|---|---|---|---|---|
| $5,327,538 | $0 | $0 | $0 | $0 | $5,327,538 |

**Payment Schedule**

| FY 20__ | FY 20__ | FY 20__ | FY 20__ |
|---|---|---|---|
| | | | |

**Program and project Specific Funding Requirements**

- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- The locality shall make equal payments to VDOT as follow: $____ over month(s) upon the execution of this agreement.
- Phase II for this project is under UPC 110329.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Revised: June 15, 2016

**VDOT ADMINISTERED – LOCALLY FUNDED**
**PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY
PROJECT NUMBER 0029-029-350 UPC 110329

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 20__, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The COUNTY shall:

1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A

{optional substitute – Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A}.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise.

Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____ _____
Date

_____ _____
Typed or Printed Name of Signatory Date

_____ _____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____ _____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____ _____
Signature of Witness Date

Attachments: Appendix A (UPC 110329)

DRAFT

**Appendix B**

**Project Number: (110329)** **Locality: Fairfax County**

| Project Scope | |
|---|---|
| **Work Description:** | **Route 29 Widening**<br>**Widen route 29 Phase II** |
| **From:** | **Union Mill Road** |
| **To:** | **Buckley's Gate Drive** |

Locality Project Manager Contact Info: Michael Guarino email: michael.guarino@fairfaxcounty.gov phone 703-877-5731
Department Project Coordinator Contact Info: Hong Ha "Jenny" email: hong.ha@vdot.virginia.gov phone: 703-259-2907

## Detailed Scope of Services

Phase II of this project will widen Lee Highway (Route 29) from Union Mill Road to Buckley's Gate Drive for a total of approximately 1.49 miles. The segment currently has four lanes (divided) and the project will widen it to six lanes (divided), along with curb & gutter and geometrics improvement, multi-use trails on both sides for pedestrians and bicycle use, left and right turn lanes, and storm water management facilities.

VDOT will administer all phases included in this agreement.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Typed or printed name of person signing

Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

Typed or printed name of person signing

DRAFT

Attachment 3

**VDOT Administered Locally Funded Appendix A - Ph II - DRAFT** **Date: 11/29/2016**

Project Number: **0029-029-350** UPC: **110329** CFDA# **20.205** Locality: **Fairfax County**

| Project Location ZIP+4: **22030-6627** | Locality DUNS # **074873626** | Locality Address (incl ZIP+4): **4050 Legato Road, Suite 400, Fairfax, VA 22033-2867** |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| Scope: | **Widen Rt 29 from Union Mill Rd to Buckley's Gate Dr, added capacity, improved geometrics and pedestrian/bicycle facilities. Project is for both north bound and south bound lanes. Phase II** |
| From: | **Union Mill Road** |
| To: | **Buckley's Gate Drive** |

| | | | |
|---|---|---|---|
| Locality Project Manager Contact info: : | **Michael Guarino** | **703-877-5731** | **email: michael.guarino@fairfaxcounty.gov** |
| Department Project Coordinator Contact Info: | **Hong Ha "Jenny"** | **703-259-2907** | **email: hong.ha@vdot.virginia.gov** |

**Project Estimates**

| Phase | Estimated Project Costs | Estimated Start Date (month/day/year) | Estimated End Date (month/day/year) | Total Number of Months per Phase | |
|---|---|---|---|---|---|
| Preliminary Engineering | $ 5,652,000 | | | 0 | |
| Right of Way & Utilities | $ 21,500,000 | | | 0 | |
| Construction | $ 39,821,543 | | | 0 | |
| Total Estimated Cost | $66,973,543 | | Total Months = | 0 | |
| **Estimate for Current Billing** | | | | | |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount | Monthly Locality Payment to VDOT *(Local Share Amount divided by Months above)* |
|---|---|---|---|---|---|
| Preliminary Engineering | $5,652,000 | Local Funds - NVTA 30% | 100.00% | $5,652,000 | #DIV/0! |
| Total PE | $5,652,000 | | | $5,652,000 | #DIV/0! |
| Total Estimated Cost | $5,652,000 | | | $5,652,000 | #DIV/0! |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $5,652,000 |
|---|---|

**Project Financing**

| **Local Funds** | | | | | **Aggregate Allocations** |
|---|---|---|---|---|---|
| $5,652,000 | $0 | $0 | $0 | $0 | $5,652,000 |

**Payment Schedule**

| FY 20__ | FY 20__ | FY 20__ | FY 20__ |
|---|---|---|---|
| | | | |

**Program and project Specific Funding Requirements**

- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (if applicable)
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- The locality shall make equal payments to VDOT as follow: $____ over month(s) upon the execution of this agreement.
- Phase I for this project is under UPC 110330

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Revised: June 15, 2016

Board Agenda Item
January 24, 2017

ACTION - 11

Approval of Comments on the Transform 66 Inside the Beltway, Eastbound Widening Project (Dranesville and Providence Districts)

ISSUE:
Board approval of county comments on the Environmental Assessment (EA) and Technical Reports for the I-66 eastbound widening (to three lanes) between the Dulles Connector Road and Fairfax Drive near Ballston.

RECOMMENDATION:
The County Executive recommends that the Board approve the letter, Attachment 1, containing Fairfax County's review comments on the EA regarding the Transform 66, Inside the Beltway, eastbound widening between the Dulles Connector Road and Fairfax Drive near Ballston.

TIMING:
Board approval is requested on January 24, 2017, so comments can be transmitted in a timely manner before the end of the comment period on January 30, 2017.

BACKGROUND:
The I-66 eastbound widening project involves adding an eastbound travel lane on I-66 from just east of the Dulles Connector Road (Route 267) to Fairfax Drive near Ballston. The project length is four miles, of which, approximately one mile is in Fairfax County. Originally, when the Transform 66 Inside the Beltway project was proposed, the eastbound widening was not slated to occur until tolling had been in effect for a number of years. In September 2015, the Board submitted comments that the eastbound widening should be considered in the near term, as this segment of highway is chronically congested. Due to the Board's comment and similar comments from numerous stakeholders, construction of the additional lane has been advanced. Construction is expected to begin in early 2018, with the lane opening to traffic in late 2020. Tolling in the peak direction during peak periods is scheduled to begin in Summer 2017.

In November 2016, the Virginia Department of Transportation (VDOT), in cooperation with the Federal Highway Administration and local agencies completed an EA for public review and comment for the Transform 66 Inside the Beltway eastbound widening

project. The EA considers and documents potential environmental effects associated with transportation improvements to increase capacity, reduce congestion and enhance safety.

County staff have reviewed the EA and have summarized comments in the attached letter. Key issues related to environmental and transportation issues are noted below.

- VDOT should scrutinize the preliminary noise analysis very carefully before finalizing the noise wall locations. In some locations, extending the proposed noise barriers could enhance the benefit provided.

- Stormwater management concerns regarding existing drainage, detention for a 100-year storm and multiple Best Management Practices (BMPs) should be coordinated with the County's Stormwater Planning Division.

- VDOT should incorporate tree planting and ecologically-beneficial natural landscaping concepts into the project design where applicable.

- The project's future "Build" scenarios contribute to additional traffic delays on Route 7, in the vicinity of I-66. After completion of the project, VDOT should re-evaluate problematic intersections to determine if mitigation is needed to improve traffic operations on Route 7.

FISCAL IMPACT:
This action has no direct fiscal impact on Fairfax County.

ENCLOSED DOCUMENTS:
Attachment I: Letter to Amanda Baxter, VDOT, transmitting the Board's comments on the Transform 66 Inside the Beltway eastbound widening project

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Chief, Transportation Planning Division, FCDOT
Leonard Wolfenstein, Transportation Planning Division, FCDOT
Sung Shin, Capital Projects and Traffic Operations Division, FCDOT
Tom Burke, Transportation Planning Division, FCDOT
Alan Kessler, Transportation Planning Division, FCDOT

COMMONWEALTH OF VIRGINIA
**County of Fairfax**
**BOARD OF SUPERVISORS**

**SHARON BULOVA**
**CHAIRMAN**

12000 GOVERNMENT CENTER PKWY
SUITE 530
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703/324-2321
FAX: 703/324-3955
TTY: 711

chairman@fairfaxcounty.gov

January 24, 2017

Ms. Amanda Baxter
Special Projects Development Manager
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Reference: Environmental Assessment for the Transform 66 Inside the Beltway, Eastbound Widening Project

Dear Ms. Baxter:

On January 24, 2017 the Board of Supervisors endorsed the comments below on the Environmental Assessment and Technical Reports for the Transform 66 Inside the Beltway Eastbound Widening Project.

**Environmental Comments:**

Noise:

This project is replacing a number of deteriorated metal noise walls, and the Board is supportive of these needed replacements. The Board encourages VDOT to consider aesthetics when designing all noise walls.

The Preliminary Noise Analysis findings show that for the I-66 Eastbound segment between Haycock Road and Great Falls Street, implementation of a noise wall was determined to be "not feasible." In addition, for another location on I-66 westbound, between Haycock Road and Great Falls Street, the noise wall was determined "feasible, but not reasonable." "Not feasible" means that fewer than half of the impacted receptors would benefit from the barrier, and, therefore, a barrier is not considered further for implementation. "Not reasonable" refers to a limiting factor with regard to its cost effectiveness. While we understand that there are state-established guidelines that govern the determination of whether noise walls can be included as part of the project, we would like to make sure that the interpretation of those guidelines is such that County residents obtain the maximum benefit possible. With respect to the noise analysis findings, we offer detailed comments below.

- Four of the project's Common Noise Environments (CNEs) are at least in part located in Fairfax County. Two (CNE R and CNE S) are located north of I-66 (where no changes to the highway are being proposed) while two (CNE B and CNE C) are located to the south of the

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highway, adjacent to the portion of the highway that would undergo the proposed widening. The existing metal barrier protecting CNE C would be replaced, while the existing barrier protecting much of the portion of CNE R that is located in Fairfax County would be retained (but not extended). No barriers would be provided for CNE B (due to feasibility) or CNE S (due to cost-effectiveness).

- For CNE B, the Preliminary Noise Analysis identifies seven receptors that would be considered to be impacted by the project (due to the magnitude of the modeled increase in noise). Only three of those receptors, though, would be benefited by a 30-foot high noise barrier that has been modeled for this CNE. Since fewer than half of the impacted receptors would be benefited by the barrier, the barrier has been determined to be "not feasible," and would, therefore, not be considered further for implementation. It is noteworthy that all four of the non-benefitted receptors (B01, B02, B06 and B29) would be located near either end of the modeled barrier; each of these receptors would, to some extent, be directly exposed to noise from the highway (for B29, through the gap that would remain between the B1 and C1 barriers, and for the other three receptors, from noise exposures from the northwest). Consideration should be given to extending the barrier for short distances to the south at both ends to close these gaps (even if the extensions would occur under bridge crossings). We recognize that this concept would be complicated by the presence of the bridge crossings of Haycock Road and Great Falls Road and that there may be no way to provide additional coverage for receptor B02, but if only one of these four receptors could have added protection such that the noise reduction would be 5 dB or more, the barrier would then be considered to be feasible. The Board would like to explore whether there is there any potential for such a design solution to the feasibility issue.

- If the above suggestion is pursued, it would then raise a question as to whether barrier B1 would need to be 30 feet high to satisfy the feasibility criterion, as it is clear that a 30 foot high barrier would fail the cost-effectiveness reasonableness criterion. The Board would like to explore if there is there any way to provide for a barrier for this CNE that would meet both the feasibility and reasonableness criteria.

Ultimately, the Board believes the gaps in the noise walls along I-66 in Fairfax County should be addressed.

<u>Stormwater Management:</u>

The EA states: "*Stormwater management measures, such as detention basins, vegetative controls, and other measures, including underground BMPs, will be implemented in accordance with Federal, state, and local regulations to minimize potential water quality impacts."* No stormwater management facilities are identified, and the extent to which solutions have been identified is unclear. However, page 7 of the Natural Resources Technical Report indicates that estimated limits of disturbance for the project were developed in consideration of stormwater management facilities. The Board would like to know if specific strategies have been identified.

Most of the project would be pursued in the Four Mile Run watershed. The County's Public Facilities Manual requires, for projects in this watershed, the provision of detention for the 100-year design storm. The Board believes that VDOT should follow these requirements for the I-66 project.

The Board encourages VDOT to respect the existing drainage divide and consider multiple BMP's/green infrastructure ("treatment train") to provide water quality and quantity benefits, and recommends that VDOT coordinate with Fairfax County Stormwater Planning Division with regard to stormwater management issues.

Tree Clearing and Landscaping

VDOT should incorporate tree planting and ecologically-beneficial natural landscaping concepts into the project design, where compatible with other highway design requirements and public safety.

**Transportation Comments:**

As seen in the Traffic and Transportation Technical Report, future forecasts demonstrate degraded signalized intersection performance on Route 7, in the vicinity of I-66. In interim year 2025, signalized intersections on Leesburg Pike (Route 7)/ Pimmit Drive and Leesburg Pike (Route 7)/ Idylwood Road demonstrate degraded traffic operations when comparing the "Build" condition to the "No-Build" condition. However, by 2040, the traffic conditions on Route 7 are shown to improve as compared to the 2025 conditions. The baseline assumptions for 2040 include overall corridor improvements such as: changes from HOV-2+ to HOV-3+ throughout the region, I-66 westbound spot improvements; new and enhanced "Priority Bus" services on I-66, US 29, and US 50; Transportation Demand Management (TDM) elements from the I-66 Transit/ TDM Study; and Metrorail core capacity improvements.

Given the numerous variables in future traffic conditions, the Board requests that intersections identified as problematic in the future be monitored on a regular basis after the I-66 project is constructed. Such an analysis would evaluate how traffic patterns may have changed as various improvements in the corridor are implemented. Should localized problems be identified, the Board believes that the toll revenues should be eligible to be used for mitigation measures at those intersections.

Finally, we fully support including the bridge on the W&OD regional trail over Route 29 in this project. Doing so will be a significant improvement and will make it easier for bicycle commuters who use this trail.

We appreciate the opportunity to comment and look forward to working with you to implement this important transportation improvement. If you have any questions or need additional information, please contact Tom Biesiadny, Director of Fairfax County's Department of Transportation at (703) 877-5663 or me at (703) 324-2321.

Sincerely,

Sharon Bulova
Chairman

cc: Members, Board of Supervisors
Edward L. Long Jr., County Executive, Fairfax County
Robert A. Stalzer, Deputy County Executive
Catherine A. Chianese, Assistant County Executive

Board Agenda Item
January 24, 2017

ACTION - 12

Approval of a Standard Project Agreement with the Virginia Department of Transportation for the Route 7 Widening Project from Reston Avenue to Jarrett Valley Drive (Dranesville District)

ISSUE:
Board of Supervisors' (Board) approval of, and authorization for the Fairfax County Director of the Department of Transportation to execute a Standard Project Agreement (SPA) with the Virginia Department of Transportation (VDOT) substantially in the form of Attachment 2, to implement the Route 7 widening project from Reston Avenue to Jarrett Valley Drive (Dulles Toll Road) to be administered by VDOT.

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution, substantially in the form of Attachment 1, authorizing the Fairfax County Director of the Department of Transportation to execute an SPA, in substantial form, with VDOT for the implementation of Phases I (Colvin Forest Drive to Jarrett Valley Drive) and II (Reston Avenue to Colvin Forest Drive) of Route 7 widening from Reston Avenue to Jarrett Valley Drive.

TIMING:
The Board should act on this item on January 24, 2017, so that NVTA can release funding for, and VDOT can continue implementation of, the Route 7 widening project.

BACKGROUND:
In October 2012, the Board endorsed the Planning Commission's recommendation for financing nearly $3.1 billion in transportation improvements in Tysons (Tysons Funding Plan, TFP). The Route 7 widening project, now referred to as Route 7 Corridor Improvements by VDOT, is included in the transportation improvements in the TFP. Since Board endorsement of the TFP, staff has worked to secure funding for the Route 7 Corridor Improvements project.

On September 22, 2015, the Board approved a resolution endorsing Phases I and II of the Route 7 widening project for Commonwealth Transportation Board (CTB) consideration in the Smart Scale process. The project was awarded approximately $119

million by the CTB in the Six Year Improvement Program (FY 2017 – FY 2022). The project also received $10 million in Northern Virginia Transportation Authority (NVTA) regional funding in its FY 2017 Program. The Board endorsed this application on November 17, 2015. Also, the project currently has approximately $104 million in federal Regional Surface Transportation Program (RSTP) funds, allocated through the TFP, or received through transfers from other projects.

The 2012 cost estimate of the project was $300 million, and the current estimate of the project is approximately $234 million. This revised estimate is the result of VDOT implementing Phases I and II as a single, design-build project. This reduction in project estimate of over $65 million is due to economy of scale, and an advanced schedule.

Route 7 will be widened from four to six lanes between Reston Avenue and Jarrett Valley Drive. The widening includes intersections improvements, adding bicycle and pedestrian facilities. This project aims to increase capacity, decrease congestion and improve safety along a 6.9 mile segment of Route 7. Widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the County's planned revitalization of Tysons.

Accordingly, staff now seeks Board approval to enter into an SPA with VDOT (Attachment 2) to secure all currently allocated funding. The proposed agreement will 1) enable FCDOT to remain responsible for and oversee the implementation by VDOT of the Route 7 widening project, according to the terms of the County's agreement with NVTA; and 2) provide a mechanism for funding to flow directly from NVTA to VDOT, on a reimbursement basis.

FISCAL IMPACT:
Total funding for the project is approximately $234 million, of this total $119 million will be provided by the Commonwealth, $104 million in federal RSTP funds, and $10 million in NVTA regional funding. These approximate totals leave a funding gap of $754,686. Staff has identified local funding available in Fund 40010 (County and Regional Transportation Projects) to address this gap. Board approval for the local contribution was given January 28, 2014, with the approval of over $65 million in the Transportation Priorities Plan for the TFP.

The County will oversee and authorize a total of $10 million in funding directly from NVTA to VDOT on a reimbursement basis to support the implementation of the Route 7 widening project. There is no impact to the General Fund.

Board Agenda Item
January 24, 2017

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute a Standard Project Agreement with the Virginia Department of Transportation
Attachment 2: Standard Project Agreement for the Route 7 Widening Project, including Related Appendices, with the Virginia Department of Transportation

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Minnix, Chief, Transportation Design Division, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Joe LaHait, Debt Coordinator, Department of Management and Budget
Joanna Faust, Assistant County Attorney

# Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTYOF
Fairfax, VIRGINIA
AS AN ENDORSEMENT OF
Route 7 Widening (Reston Avenue to Jarrett Valley Drive)
PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of Phases 1 and 2 of Route 7 Widening (Reston Avenue to Jarrett Valley Drive) Projects.

BE IT FURTHER RESOLVED THAT, the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreements (Attached) and associated financial documents (Appendix A), executed pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, the Project Administration Agreement with the Virginia Department of Transportation for the implementation of Phases 1 and 2 of the Route 7 Widening (Reston Avenue to Jarrett Valley Drive) Projects (Project # 0007-029-942, UPC 99478, and Project # 0007-029-225, UPC 106917) to be administered by VDOT.

Adopted this 24th day of January 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

**VDOT ADMINISTERED – LOCALLY FUNDED**
**PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY
PROJECT NUMBER 0007-029-942 UPC 99478
PROJECT NUMBER 0007-029-225 UPC 106917

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 20__, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost upon request and at the end of the project.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

6. Make the Project available for review during its design, right of way, and/or construction phases by the COUNTY personnel upon request.

7. Maintain accurate documentation and records of all project costs incurred and paid for all phases of the Project and make said documentation and records available for review by the COUNTY upon request.

B. The COUNTY shall:

1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

3. In the event that the project involves construction or modification of a facility that is or will be in the State Highway System, upon completion of the Project, provide a final accounting of all capitalizable Project costs, irrespective of funding source, by the first day of August following the end of the fiscal year in which the Project was completed. As the Project asset is owned by the Commonwealth, in accord with Government Accounting Standards Board Statement 34, the Project will be included in the Commonwealth's Comprehensive Annual Financial Report.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim

against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

J. The Parties mutually agree that should any Northern Virginia Transportation Authority (NVTA) funding be utilized to pay for all or any portion of the Project being administered by the DEPARTMENT, the provisions/terms in Appendix C shall apply and are incorporated herein by reference as if set forth in full in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

_____ _____
Date

_____ _____
Typed or Printed Name of Signatory Date

_____ _____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

_____ _____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____ _____
Signature of Witness Date

Attachments:
- Separate Appendix A (UPC 99478 & 106917)
- Combined Appendix B (UPC 99478 & 106917)
- Combined Appendix C (UPC 99478 & 106917)

**VDOT Administered, Locally Funded Appendix A** **Date:** 12/15/2016

Project Number:0007-029-942 UPC: 99478 CFDA# 20.205 Locality: Fairfax County

| Project Location ZIP+4: 22033-2867 | Locality DUNS# 074873626 | Locality Address (incl ZIP+4):4050 Legato Road, Suite 400, Fairfax, VA 22033-2867 |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| **Scope:** | Phase 1 for Rt 7 Corridor Improvements to add one travel lane both EB and WB; upgrade intersections; and construct pedestrian and bicycle facilities EB and WB. |
| **From:** | Reston Avenue |
| **To:** | Jarrett Valley Drive |

**Locality Project Manager Contact info:** Tom Biesiadny; (703) 877-5663; Tom.Biesiadny@fairfaxcounty.gov

**Department Project Coordinator Contact Info:** William Dunn; (703) 259-2950 ; William.Dunn@vdot.virginia.gov

**Project Estimates**

| Phase | Estimated Project Costs |
|---|---|
| Preliminary Engineering | $2,400,000 |
| Right of Way & Utilities | $27,000,000 |
| Construction | $106,471,738 |
| Total Estimated Cost | $135,871,738 |
| **Estimate for Current Billing** | $0 |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount |
|---|---|---|---|---|
| Preliminary Engineering | $2,400,000 | Local Funds - NVTA | 100.00% | $2,400,000 |
| | | | | |
| Total PE | $2,400,000 | | | $2,400,000 |
| Right of Way & Utilities | $7,600,000 | Local Funds- NVTA | 100.00% | $7,600,000 |
| | $19,400,000 | RSTP | 0.00% | $0 |
| | | | | $0 |
| Total RW | $27,000,000 | | | $7,600,000 |
| Construction | $29,164,738 | RSTP | 0.00% | $0 |
| | $183,238 | CTB Formula | 0.00% | $0 |
| | $77,123,762 | Smart Scale (HB-2) DGP | 0.00% | $0 |
| | | | | |
| Total CN | $106,471,738 | | | $0 |
| Total Estimated Cost | $135,871,738 | | | $10,000,000 |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $10,000,000 |
|---|---|

**Project Financing**

| **Local Funds- NVTA** | **Smart Scale (HB-2) DGP** | **CTB** | **RSTP** | **State Match** | **Aggregate Allocations** |
|---|---|---|---|---|---|
| $10,000,000 | $77,123,762 | $183,238 | $38,851,789 | $9,712,949 | $135,871,738 |

**Payment Schedule**

| FY 2017 | FY 2018 | FY 2019 | FY 2020 |
|---|---|---|---|
| $3,000,000.00 | $3,000,000.00 | $2,000,000.00 | $2,000,000.00 |

**Program and project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $125,871,738 (if applicable)
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. RSTP funds will cover up to $29,164,738 of the construction cost.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- VDOT has billed $0.00 (dollar amount) the locality for this project as of 1/1/2017 (date)
- VDOT has received from the locality $0.00 (dollar amount) from the locality for this project as of 1/1/2017 (date)
- **NVTA shall make quarterly payments to VDOT as follows:**

FY17- $1,500,000 in Q3 FY18-$750,000 per Quarter

FY19- $500,000 per Quarter

FY17- $1,500,000 in Q4 FY20- $500,000 per Quarter

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: June 15, 2016

**VDOT Administered, Locally Funded Appendix A** **Date:** 12/15/2016

Project Number:0007-029-225 UPC: 106917 CFDA# 20.205 Locality: Fairfax County

| Project Location ZIP+4: 22033-2867 | Locality DUNS# 074873626 | Locality Address (incl ZIP+4):4050 Legato Road, Suite 400, Fairfax, VA 22033-2867 |
|---|---|---|

**Project Narrative**

| | |
|---|---|
| **Scope:** | Phase 2 for Rt 7 Corridor Improvements to add one travel lane both EB and WB; upgrade intersections; and construct pedestrian and bicycle facilities EB and WB. |
| **From:** | Reston Avenue |
| **To:** | Jarrett Valley Drive |

**Locality Project Manager Contact info:** Tom Biesiadny; (703) 877-5663; Tom.Biesiadny@fairfaxcounty.gov

**Department Project Coordinator Contact Info:** William Dunn; (703) 259-2950 ; William.Dunn@vdot.virginia.gov

**Project Estimates**

| Phase | Estimated Project Costs |
|---|---|
| Preliminary Engineering | $1,000,000 |
| Right of Way & Utilities | $35,000,000 |
| Construction | $62,000,000 |
| Total Estimated Cost | $98,000,000 |
| **Estimate for Current Billing** | $0 |

**Project Cost**

| Phase | Project Allocations | Funds type *(Choose from drop down box)* | Local % Participation for Funds Type | Local Share Amount |
|---|---|---|---|---|
| Preliminary Engineering | $1,000,000 | RSTP | 0.00% | $0 |
| | | | | |
| Total PE | $1,000,000 | | | $0 |
| Right of Way & Utilities | $35,000,000 | RSTP | 0.00% | $0 |
| | | | | $0 |
| Total RW | $35,000,000 | | | $0 |
| Construction | $18,915,636 | RSTP | 0.00% | $0 |
| | $754,686 | Local Funds | 100.00% | $754,686 |
| | $2,531,255 | Smart Scale DGP | 0.00% | $0 |
| | $39,798,423 | Smart Scale HPP | 0.00% | $0 |
| | | | | |
| Total CN | $62,000,000 | | | $0 |
| Total Estimated Cost | $98,000,000 | | | $754,686 |

| **Total Maximum Reimbursement / Payment by Locality to VDOT** | $754,686 |
|---|---|

**Project Financing**

| Local Funds | Smart Scale (HB-2) DGP | Smart Scale (HB-2) HPP | RSTP | Aggregate Allocations |
|---|---|---|---|---|
| $754,686 | $2,531,255 | $39,798,423 | $54,915,636 | $98,000,000 |

**Payment Schedule**

| FY 2017 |
|---|
| $754,686.00 |

**Program and project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $97,245,314 (if applicable)
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. RSTP funds will cover up to $18,915,636 of the construction cost.

- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- VDOT has billed $0.00 (dollar amount) the locality for this project as of 1/1/2017 (date)
- VDOT has received from the locality $0.00 (dollar amount) from the locality for this project as of 1/1/2017 (date)
- The locality shall make equal payment to VDOT as follows:
  - FY17- $754,686 in Q3 (Local; Non NVTA)

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: June 15, 2016

## Appendix B

**Project Number:** 0007-029-942 (UPC 99478) & 0007-029-225 (UPC 106917)

**Locality: Fairfax County**

| Project Scope | |
|---|---|
| **Work Description:** | Phase 1 and 2 for Rt 7 Corridor Improvements to add one travel lane both EB and WB; upgrade intersections; and construct pedestrian and bicycle facilities EB and WB. |
| **From:** | Reston Avenue |
| **To:** | Jarrett Valley Drive |

Locality Project Manager Contact Info: Tom Biesiadny; (703) 877-5663; Tom.Biesiadny@fairfaxcounty.gov
Department Project Coordinator Contact Info: William Dunn; (703) 259-2950 ; William.Dunn@vdot.virginia.gov

## Detailed Scope of Services

Project development and delivery will be design- build. Widen Route 7 from four to six lanes between Reston Avenue and Jarrett Valley Drive. Phase 1and 2 for Rt 7 Corridor Improvements will add one travel lane both EB and WB; upgrade intersections; and construct pedestrian and bicycle facilities EB and WB.
Improve intersections and add bicycle and pedestrian facilities. This project aims to increase capacity, decrease congestion and improve safety along a 3.6-mile segment of Route 7 between Reston Ave and Jarrett Valley Drive, and includes:
☐Widening from four to six lanes.
☐Intersection improvements along the corridor, with careful focus on community access.
☐A 10-foot shared-use path on both sides of Route 7, with connections to local trails.
As of 2011, this section of Route 7 carried up to 54,000 vehicles a day, and is expected to carry up to 86,000 vehicles a day by 2040. Widening this high-volume road has been part of Fairfax County's Comprehensive Plan for many years, and is an important improvement to link northern and western Fairfax with the county's planned revitalization of Tysons.
Both phase 1 and phase 2 are included in this agreement.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Typed or printed name of person signing

Authorized VDOT Official and date

Typed or printed name of person signing

## Appendix C

- All Northern Virginia Transportation Authority ("NVTA") revenues shall be used solely for the transportation purposes referenced in the Memorandum of Agreement (MOA) between VDOT, VDRPT and NVTA, and in accordance with Virginia Code Section 33.2-2509-2510, and for the PROJECT as approved by NVTA.

- On a quarterly basis, the DEPARTMENT will provide a summary of PROJECT expenditures to the COUNTY for charges of actual DEPARTMENT costs consistent with Appendix A and the most recently approved NVTA cash flow estimates, containing detailed summaries of actual PROJECT costs incurred with supporting documentation as mutually agreed upon between VDOT and the COUNTY and containing certifications that all such costs were incurred in the performance of work for the PROJECT as authorized by this Agreement.

- Should the DEPARTMENT be requested and agree to provide additional funds in order to proceed or complete the funding necessary for the PROJECT, the DEPARTMENT shall certify to the COUNTY that such additional funds have been either authorized and/or appropriated by the Commonwealth Transportation Board (CTB) or the Virginia General Assembly as may be applicable or have been obtained through another independent source. Nothing in this provision shall be interpreted or construed to require VDOT to provide additional funding for the PROJECT and any agreement by VDOT to provide additional funding shall be contained in a modified Appendix or an addendum to this Agreement, executed by both VDOT and LOCALITY.

- Should the NVTA funding be discontinued or insufficient to cover the costs of the PROJECT or portions thereof to be funded with NVTA funds, the provisions of sections B(2) , G and H of this Agreement shall apply.

- The DEPARTMENT shall reimburse the COUNTY for all NVTA Project Funding that the DEPARTMENT misapplies or uses in violation of the NVTA Act, Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement, plus, to the extent permitted by law, interest at the rate earned by NVTA (the "NVTA Rate") .

- The DEPARTMENT shall name the COUNTY, NVTA, and to the extent applicable NVTA's Bond Trustee and/or require that all DEPARTMENT's contractors name the COUNTY, NVTA and NVTA's Bond Trustee as additional insureds on any liability insurance policy issued for the work to be performed by or on behalf of the DEPARTMENT for the PROJECT and present to NVTA and the COUNTY satisfactory evidence thereof before any NVTA Project Funding is used by the DEPARTMENT for the PROJECT.

- The DEPARTMENT shall give notice to the COUNTY that the DEPARTMENT may use NVTA funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

- Under no circumstances will the COUNTY or NVTA be considered responsible or obligated to operate and/or maintain the PROJECT after its completion.

- The DEPARTMENT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the PROJECT, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

- The COUNTY shall provide coordination as between NVTA and the DEPARTMENT for the PROJECT, as may be necessary and/or as may be agreed to by the PARTIES.

- Funding by NVTA shall be subject to annual appropriation or other lawful appropriation or other lawful appropriation by the NVTA, and Virginia General Assembly, respectively. Should the DEPARTMENT agree to provide any funding for the PROJECT or any portion thereof, said funding shall be subject to appropriation by the General Assembly and allocation by the CTB.

- In the event of disputes arising under this Agreement, the PARTIES agree to attempt to first resolve any such dispute by engaging in an informal dispute resolution process. Each party shall designate an authorized representative to conduct informal dispute resolution discussions on its behalf. Any resolutions and/or settlements of pending disputes reached via the informal dispute resolution method shall be presented to the County's Board of Supervisors and the Commissioner of Highways for ratification in order to be considered in full force and effect; and this Agreement shall be amended to reflect the substance of any such resolution. Nothing herein, however, shall limit or abrogate the right of either party to pursue whatever legal remedies that may be available to it in a court of competent jurisdiction.

- The DEPARTMENT shall maintain complete and accurate financial records relative to the PROJECT and all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the PROJECT for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws and provide copies of any such financial records to the COUNTY, free of charge, upon request.

- The DEPARTMENT shall provide a certification to the COUNTY and NVTA no later than 90 days after final payment to the contractors that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

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This attachment is certified and made an official attachment to this document by the parties of this agreement

| | |
|---|---|
| Authorized Locality Official and date | Authorized VDOT Official and date |
| Typed or printed name of person signing | Typed or printed name of person signing |

Board Agenda Item
January 24, 2017

10:50 a.m.

Matters Presented by Board Members

Board Agenda Item
January 24, 2017

11:40 a.m.

CLOSED SESSION:

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

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

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

1. Application of Washington Gas Light Company to Increase Rates, PUE-2016-00001 (Va. State Corp. Comm'n) (All Districts)

2. *Harrison Neal v. Fairfax County Police Department and Colonel Edwin C. Roessler, Jr.*, Case No. CL-2015-0005902 (Fx. Co. Cir. Ct.)

3. *Elton Cansler v. Alan A. Hanks, Edwin C. Roessler, Jr., and Fairfax County*, Case No. 1:16-cv-1589 (E.D. Va.)

4. *Magaly Hernandez v. Fairfax County*, Virginia, Case No. 1:16-cv-502 (E.D. Va.)

5. *Cheri Zosh v. Fairfax County, Virginia*, Case No. 1:16-cv-910 (E.D. Va.)

6. *Patricia Tomasello v. Michael Reilly, Peter Pullins, Tim Young, Edward Brinkley, Glen Jackson, Michael Louis, Daniel Kwiatkowski, Sheryl Hemmingway, James Sobota, John Diamantes, Manuel Anthony Barrero, Guy Morgan, Phyllis Schwartz, Terry Hall, John Caussin, Richard Bowers, Brian Edmonston*, Case No. CL-2016-0007306 (Fx. Co. Cir. Ct.)

7. *Justin C. Cuffee v. Fairfax County Fire and Rescue Department*, Case No. 1:16-cv-584 (E.D. Va.)

8. *Humphrey Daniels v. Elizabeth Melendez*, Case No. GV16-025644 (Fx. Co. Gen. Dist. Ct.)

9. *Tashanna Penn v. Mark Peters*, Case No. GV16-020676 (Fx. Co. Gen. Dist. Ct.) (Mason District)

10. *Walgreen Co. v. County of Fairfax, Virginia, and Town of Herndon, Virginia*, Case No. CL-2014-0016555 (Fx. Co. Cir. Ct.) (Dranesville District)

11. *Walgreen Co. v. County of Fairfax, Virginia*, Case No. CL-2014-0016554 (Fx. Co. Cir. Ct.) (Mount Vernon District)

12. *Walgreen Co. v. County of Fairfax, Virginia, and Town of Vienna, Virginia*, Case No. CL-2014-0016557 (Fx. Co. Cir. Ct.) (Hunter Mill District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yung C. Yung*, Case No. CL-2016-0017111 (Fx. Co. Cir. Ct.) (Braddock District)

14. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Beverly K. Lester*, Case No. CL-2016-009115 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Fairfax Court Limited Partnership and Sangria Café, Inc.*, Case No. CL-2014-0011240 (Fx. Co. Cir. Ct.) (Braddock District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose Orellana*, Case Nos. GV16-018734 and GV16-018756 (Fx. Co. Cir. Ct.) (Braddock District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County v. Hsing-Cheng Chen and Marina L. Chen*, Case No. CL-2016-0014720 (Fx. Co. Cir. Ct.) (Dranesville District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Maliheh S. Hajabbassi and Ali A. Hajabbassi*, Case No. CL-2016-0017518 (Fx. Co. Cir. Ct.) (Dranesville District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Milton H. Hamilton, Jr., and Courtenay B. Hamilton*, Case No. GV15-017152 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael F. Hughes, Jr., and Ann M. Hughes*, Case No. GV16-022708 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

21. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Michael F. Hughes, Jr., and Ann M. Hughes*, Case No. GV16-022738 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John S. Walker*, Case No. GV16-026779 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Larissa Omelchenko Taran*, Case No. GV16-023308 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

24. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Larissa Omelchenko Taran*, Case No. GV16-023311 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shaw M. Tajzai*, Case No. CL-2016-0013141 (Fx. Co. Cir. Ct.) (Lee District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Juan Carlos Aranibar Chinchilla and Rossemary Jeanneth Arnez Villarroel*, Case No. CL-2016-0006961 (Fx. Co. Cir. Ct.) (Lee District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Juan Bautista Torres, Angela del Rosario Plateros de Torres, and Noe Amilcar Torres*, Case No. CL-2016-0013761 (Fx. Co. Cir. Ct.) (Lee District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Maria E. Rivas and Jose E. Bolanos*, Case No. GV16-021956 (Fx. Co. Gen. Dist. Ct.) (Lee District)

29. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Michael L. Lewis and Sonja B. Lewis*, Case No. GV16-021912 (Fx. Co. Gen. Dist. Ct.) (Lee District)

30. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Steven P. Weber, Jan E. Weber and Karla A. Farnsworth*, Case No. GV16-026252 (Fx. Co. Gen. Dist. Ct.) (Lee District)

31. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sherman E. Phillip*, Case No. GV16-008690 (Fx. Co. Gen. Dist. Ct.) (Lee District)

32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Luis Escalona and Lidia Escalona*, Case Nos. GV16-021650 and GV16-021651 (Fx. Co. Gen. Dist. Ct.) (Lee District)

33. *David J. Laux and Tara K. Laux, a/k/a Tara K. Long v. James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and Brian J. Foley, Fairfax County Building Official*, Record No. 161808 (Va. Sup. Ct.) (Mason District)

34. *David J. Laux and Tara K. Laux a/k/a Tara K. Long v. Board of Supervisors of Fairfax County, James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services, and the Commonwealth of Virginia*, Civil Action No. 1:16-cv-1260 (E.D. Va.) (Mason District)

35. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 7601 LLC*, Case No. CL-2016-0009265 (Fx. Co. Cir. Ct.) (Mason District)

36. *Mehdi Rofougaran and Tournament Drive, LLC v. Board of Supervisors of Fairfax County, Virginia, Case No. CL-2016-0001763, and Tournament Drive, LLC, and Mehdi Rofougaran v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2016-0006677 (Fx. Co. Cir. Ct.) (Mason District)

37. *Landmark Homeowners Association v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2016-0014580 (Fx. Co. Cir. Ct.) (Mason District)

38. *Namaste Market v. Fairfax County* (Fairfax County Board of Building Code Appeals) (Providence District)

39. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert H. Pearson, Jr.*, Case No. CL-2015-0015903 (Fx. Co. Cir. Ct.) (Providence District)

40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Abdelkrim Elmouhib*, Case No. CL-2009-0008424 (Fx. Co. Cir. Ct.) (Providence District)

41. In Re: September 14, 2016, Decision of the Fairfax County Board of Zoning Appeals; Case No. CL-2016-014111 (Fx. Co. Cir. Ct.) (Providence District)

42. *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)

43. *Board of Supervisors of Fairfax County v. Bruce & Tanya and Associates*, Case No. GV16-019560 (Fx. Co. Gen. Dist. Ct.) (Braddock, Lee, Mount Vernon, and Springfield Districts)

44. *Board of Supervisors of Fairfax County v. Bruce & Tanya and Associates*, Case No. CL-2016-0016846 (Fx. Co. Cir. Ct.) (Braddock, Lee, Mount Vernon, and Springfield Districts)

45. *Board of Supervisors of Fairfax County, Virginia v. Debbie Dogrul Associates, LLC*, Case No. CL-2016-0017436 (Fx. Co. Cir. Ct.) (Braddock, Lee, Mason, Mount Vernon, Providence, and Springfield Districts)

46. *Board of Supervisors of Fairfax County v. Cantius, Inc.*, Case No. GV16-023470 (Fx. Co. Gen. Dist. Ct.) (Dranesville, Lee, Mount Vernon, Springfield, and Sully Districts)

47. *Board of Supervisors of Fairfax County v. Hamilton's Sofa Gallery*, Case No. GV16-025193 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill, Providence, Sully, and Springfield Districts)

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Board Agenda Item
January 24, 2017

3:00 p.m.

Annual Meeting of the Fairfax County Solid Waste Authority

ISSUE:
Fairfax County Solid Waste Authority annual meeting.

RECOMMENDATION:
The County Executive recommends that the Fairfax County Solid Waste Authority hold its annual meeting in accordance with the Bylaws for the Authority; appoint officers; approve the minutes of the last special meeting on July 26, 2016; and review the financial statements.

TIMING:
Immediate. The Bylaws of the Fairfax County Solid Waste Authority require the annual meeting to coincide with the time for the last regular meeting of the Board of Supervisors set in January.

BACKGROUND:
According to the Bylaws of the Fairfax County Solid Waste Authority, the regular annual meeting of the Authority shall coincide with the time for the last regular meeting of the Board of Supervisors set in January. The proposed agenda of the Authority meeting is included as Attachment I. The Bylaws further require a review and approval of the minutes of the previous year's meetings (Attachment II) and that officers of the authority be appointed to serve for a one-year term.

During FY 2016, the historic relationship between the Solid Waste Authority, Fairfax County and Covanta Fairfax, Inc. changed significantly with the award of the Waste Disposal Agreement. The 25-year Service Agreement ended and a new contract for five years was executed with Covanta Fairfax, Inc. Fairfax County reduced its liability for the operations at the I-95 Energy/Resource Recovery Facility (E/RRF) while guaranteeing a below market price for its waste disposal. Fairfax County provides an annual waste amount up to 682,500 tons and the remaining waste processed at the E/RRF is merchant waste. Fairfax waste includes some waste from Prince William County, Ft. Belvior and other small entities outside Fairfax County.

In FY 2016, Fairfax County met all of its contractual obligations under the Service Agreement and the final Reconciliation of the Service Agreement was paid.

The June 2016 stack test and twice-yearly ash tests documented emissions from the E/RRF that were well below regulatory and permit limits established by the U.S. Environmental Protection Agency (EPA) and the Virginia Department of Environmental Quality. The final annual report under the Service Agreement prepared by the independent engineering firm of Dvirka and Bartilucci confirmed in its May 2016 report that Covanta complied with the requirements of the Service Agreement and its permits. The report recapped the 25 years of operations under the Service Agreement:

| | |
|---|---|
| Waste Tons Processed | 26,364,603 tons |
| Electrical Energy Sold | 14,086,578,343 KWh |
| Average Energy Produced per Ton of Waste | 533.7 KWh |

Payment for Covanta tip fees will continue to come from charges to County customers for waste disposal. Additional financial information is contained in the Financial Statements (Attachment III).

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I – Fairfax County Solid Waste Authority Meeting Agenda, January 24, 2017
Attachment II – Minutes of the July 26, 2016, Solid Waste Authority Special Meeting
Attachment III – Financial Statements

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, Department of Public Works and Environmental Services, Solid Waste Management Program

Attachment I

**FAIRFAX COUNTY SOLID WASTE AUTHORITY**

**Annual Meeting Agenda**

**January 24, 2017**

1. Call-to-Order

2. Appointment of Officers.

| | |
|---|---|
| - Chairman | - Sharon Bulova, Chairman, Fairfax County Board of Supervisors |
| - Vice-Chairman | - Penelope A. Gross, Vice-Chairman, Fairfax County Board of Supervisors |
| - Secretary | - Catherine A. Chianese, Clerk to the Fairfax County Board of Supervisors |
| - Treasurer | - Christopher Pietsch, Director, Department of Finance |
| - Attorney | - Elizabeth Teare, County Attorney |
| - Executive Director | - Edward L. Long Jr., County Executive |
| - Authority Representative | - John W. Kellas, Deputy Director, Department of Public Works and Environmental Services, Solid Waste Management Program |

3. Approval of the minutes from the July 26, 2016 meeting.

4. Approval of the financial statement for the Authority.

**MINUTES OF THE SPECIAL MEETING OF THE SOLID WASTE AUTHORITY**

**July 26, 2016**

At the special meeting of the Fairfax County Solid Waste Authority held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, July 26, 2016, at 3 p.m., there were present:

**MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS:**

Chairman Sharon Bulova, presiding

Supervisor John C. Cook, of Braddock District

Supervisor John W. Foust, of Dranesville District

Supervisor Penelope A. Gross, of Mason District

Supervisor Catherine M. Hudgins, of Hunter Mill District

Supervisor Jeffrey C. McKay, of Lee District

Supervisor Patrick S. Herrity, of Springfield District

Supervisor Kathy L. Smith, of Sully District

Supervisor Linda Q. Smyth, of Providence District

Supervisor Daniel G. Storck, of Mount Vernon District

Edward L. Long Jr., County Executive; Authority Executive Director

Catherine A. Chianese, Clerk of the Board of Supervisors; Authority Secretary

Christopher Pietsch, Director, Department of Finance; Treasurer

Elizabeth Teare, County Attorney; Authority Attorney

John Kellas, Director, Solid Waste Management Program Operations Division, Department of Public Works and Environmental Services (DPWES); Authority Representative

**Meeting Minutes**
**The Fairfax County Solid Waste Authority**
**July 26, 2016**

At 3:57 p.m., a special meeting of the Fairfax County Solid Waste Authority was called to order by Chairman Bulova.

Supervisor Gross moved the appointment of Elizabeth Teare as the Attorney for the Solid Waste Authority. Chairman Bulova seconded the motion and it carried by unanimous vote.

Supervisor Gross moved approval of the minutes from the January 12, 2016, meeting of the Solid Waste Authority. Chairman Bulova seconded the motion and it carried by unanimous vote.

Supervisor Gross moved to adjourn the special meeting of the Fairfax County Solid Waste Authority. Chairman Bulova seconded the motion and it carried by unanimous vote.

At 3:58 p.m., the special meeting of the Fairfax County Solid Waste Authority was adjourned.

**Meeting Minutes**
**The Fairfax County Solid Waste Authority**
**July 26, 2016**

The foregoing minutes record the actions taken by the Fairfax County Solid Waste Authority at its meeting held on Tuesday, July 26, 2016, and reflects matters discussed by the Authority. Audio recordings or videotapes of all proceedings are available in the Office of the Clerk to the Board of Supervisors of Fairfax County, Virginia.

Respectfully submitted,

Catherine A. Chianese, Secretary
Solid Waste Authority

# FAIRFAX COUNTY SOLID WASTE AUTHORITY

Fiduciary Report

June 30, 2016 and 2015

# FAIRFAX COUNTY SOLID WASTE AUTHORITY

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**FAIRFAX COUNTY SOLID WASTE AUTHORITY**

Notes to Fiduciary Report

June 30, 2016 and 2015

| | 2016 | 2015 |
|---|---|---|
| **Assets:** | | |
| Investments | $ - | $ - |
| **Liabilities:** | | |
| Liability under reimbursement agreement | $ - | $ - |

*See accompanying notes to fiduciary report*

# FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2016 and 2015

## 1. Organization

The Fairfax County Solid Waste Authority (the Authority) was formed by resolution of the Board of Supervisors of the County of Fairfax, Virginia (the County), on July 27, 1987. The Authority's board consists of the County's Board of Supervisors. Therefore, the Authority is considered a blended component unit of the County.

The Authority was formed for the purpose of constructing and overseeing the operations of a resource recovery facility (the Facility) in Lorton, Virginia, on a site that was purchased in July 2002 by the County from the United States. Prior thereto, legal title to the site was vested in the United States to the benefit of the District of Columbia; the site was leased by the District to the County, and the County assigned the leased site to the Authority. The Assignment of Site Lease to the Authority, dated as of February 1, 1988, has not been amended, terminated, rescinded, or revoked, and remains in full force and effect in accordance with its terms.

The construction of the Facility was partially financed by $237,180,000 and $14,900,000 of Series 1988A tax-exempt and Series 1988B taxable industrial revenue bonds, respectively, issued by the Fairfax County Economic Development Authority (EDA) during 1988. The Series 1988B Bonds were retired in February 1996. The Authority invested all bond proceeds through a trust account with a major bank. The Authority was responsible for making all investment decisions and authorizing all disbursements from the trust.

On February 1, 1988, an Installment Sales Agreement between the EDA and the Authority was executed whereby the Facility and the bond proceeds were sold to the Authority. Concurrent with this Installment Sales Agreement, the Authority entered into a Conditional Sale Agreement whereby the Facility, the bond proceeds and the Authority's leasehold interest in the site were sold to Covanta Fairfax, Inc. Under a related service agreement, between the Authority, Fairfax County and Covanta, Covanta designed, constructed, and operated the Facility. The Facility was completed and began commercial operations in June 1990. The County and the Authority had agreed to provide guaranteed minimum annual amounts of waste and annual tipping fees to the Facility. Under the terms of the Conditional Sale Agreement, debt service on the bonds was paid by Covanta through the Authority solely from solid waste system revenues generated by the Facility. The bonds were not general obligations of the Authority, the County, or the EDA.

During the fiscal year ended June 30, 1995, the EDA sold, at the request of the Authority for the benefit of the Facility, a call option on the Series 1988A Bonds to a financial institution for $10,250,000. The option, which was exercised in November 1998, required the EDA to issue new bonds to the institution at certain agreed–upon interest rates. The proceeds of the new Series 1998A Resource Recovery Revenue Refunding Bonds together with certain proceeds remaining from the Series 1988A Bonds and certain other available funds were used to refund the remaining outstanding Series 1988A Bonds in February 1999. The final principal and interest payments on the Series 1998A Resource Recovery Revenue Refunding Bonds were made on February 1, 2011 and the full ownership of the facility reverted to Covanta Fairfax. The bank accounts held with the fiscal agent,

US Bank, to service the debt payments and invest the debt service reserve were closed in FY2011. As a result, there were no fiduciary assets, obligations, or transactions to record or report in FY2016.

The Service Agreement between the Solid Waste Authority, Fairfax County and Covanta Fairfax expired on February 1, 2016, and was replaced with a term contract between Fairfax County and Covanta Fairfax for continued disposal of solid waste at the facility. The new contract reduced the County's liability for operational and maintenance costs and established a fixed rate for disposal. Amendments to the contract established that the County would accept Covanta's ash in the I-95 Ashfill as well as transport the ash from Covanta's facility. This contract was based upon the County Procurement Agent's contracting authority. Disposal rates are guaranteed to be the lowest market rates in the area and the County has preferential capacity at the facility. The contract operates as a standard term contract and was awarded for a period of 5 years through February 1, 2021 with two additional five-year renewals available to extend the contract through 2031. Some terms and conditions can be renegotiated at each renewal.

Board Agenda Item
January 24, 2017

3:30 p.m.

Public Hearing on SEA 85-C-069-03 (Chick-Fil-A, Inc.) to Amend SE 85-C-069 Previously Approved for a Fast Food Restaurant with Drive-Through in a Highway Corridor Overlay District to Permit Modifications to Site Design and Development Conditions for the Fast Food Restaurant, Located on Approximately 13.01 Acres of Land Zoned C-8, and WS (Sully District)

This property is located at 13962 Lee Jackson Memorial Highway, Chantilly, 20151. Tax Map 34-4 ((1)) 16C

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 9, 2016, the Planning Commission voted 10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 85-C-069-03, subject to Development Conditions dated November 8, 2016; and

- Approval of a modification of the Loading Space Requirement of Section 11-200 of the Zoning Ordinance for the proposed fast-food restaurant, as conditioned.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

3:30 p.m.

Public Hearing on PCA 84-P-114-04 (Arden Courts - Fair Oaks of Fairfax VA, LLC) to Amend the Proffers for RZ 84-P-114, Previously Approved for Housing for the Elderly, to Permit Medical Care and Assisted Living Facilities with Associated Modifications to Proffers and Site Design with No Change in the Overall Approved Floor Area Ratio of 0.25, Located on Approximately 8.98 Acres of Land Zoned R-5, WS, and HC (Springfield District) (Concurrent with SEA 84-P-129-04)

and

Public Hearing on SEA 84-P-129-04 (Arden Courts - Fair Oaks of Fairfax VA, LLC) to Amend SE 84-P-129, Previously Approved for Housing for the Elderly, Medical Care, and Assisted Living Facilities, to Permit Site Modifications and Modification of Development Conditions, Located on Approximately 8.98 Acres of Land Zoned R-5, WS, and HC (Springfield District) (Concurrent with PCA 84-P-114-04)

This property is located at 12469 Lee Jackson Memorial Highway, Fairfax, 22033. Tax Map 45-4 ((1)) 6 B.

This public hearing was deferred until Janaury 24, 2017, by the Board of Supervisors at the November 1, 2016 meeting.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, September 21, 2016, the Planning Commission voted 8-0 (Commissioner Keys-Gamarra was not present for the vote and Commissioners Hedetniemi, Lawrence, and Sargeant were absent from the meeting)

- Approval of PCA 84-P-114-04, subject to the execution of the proffers consistent with those dated August 19, 2016;

- Approval of SEA 84-P-129-04, subject to the Development Conditions dated September 6, 2016;

- Approval of a modification of the Transitional Screening and a waiver of the Barrier Requirements of Section 13-303 and 304 of the Zoning Ordinance in favor of the landscaping shown on the GDP/SEA Plat; and

Board Agenda Item
January 24, 2017

- Approval of a modification of an increase in fence height above seven feet pursuant to Section 10-104 (3)(H) of the Zoning Ordinance to permit an eight-foot high fence as shown on the GDP/SEA Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

3:30 p.m.

Public Hearing on PCA 88-L-078 (Fairfax County Redevelopment and Housing Authority) to Amend the Proffers for RZ 88-L-078 Previously Approved for 195 Dwelling Units to Permit 200 Dwelling Units at a Density of 23.98 Dwelling Units per Acre with Associated Modifications to Proffers, Located on Approximately 8.34 Acres of Land Zoned R-20, CRD, HC (Lee District)

This property is located West of Richmond Highway, South of Fordson Road and North of Ladson Lane. Tax Map 101-2 ((6)) 507A

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, January 11, 2017, the Planning Commission voted 11-0 (Commissioner Ulfelder was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 88-L-078, subject to the proffers dated December 27, 2016; and
- Approval of Parking Reduction Request, Number 7163-PKS-003-1.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

3:30 p.m.

Public Hearing on SEA 94-H-009 (Macs Retail, LLC) to Amend SE 94-H-009 Previously Approved for a Service Station with Quick-Service Food Store to Permit Modification of Development Conditions, Located on Approximately 40,472 Square Feet of Land Zoned C-8 (Hunter Mill District)

This property is located at 11515 and 11519 Leesburg Pike, Herndon, 20170. Tax Map 011-2 ((1)) 13A and 13B

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 16, 2016, the Planning Commission voted 9-0 (Commissioners Flanagan, Keys-Gamarra, and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 94-H-009, subject to the Development Conditions dated November 1, 2016; and

- Approval of a modification of Transitional Screening and Barrier Requirement along the southern property boundary to that show on the SE Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

3:30 p.m.

Public Hearing on SEA 93-Y-059-02 (Macs Retail, LLC) to Amend SE 93-Y-059 Previously Approved for a Service Station, Quick-Service Food Store and Car Wash to Permit Modification of Development Conditions, Located on Approximately 42,470 Square Feet of Land Zoned C-8, HC, SC and WS (Sully District)

This property is located at 13825 and 13829 Lee Highway, Centreville, 20121. Tax Map 54-4 ((1)) 103A and 104

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 16, 2016, the Planning Commission voted 9-0 (Commissioners Flanagan, Keys-Gamarra, and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 93-Y-059-02, subject to Development Conditions consistent with those dated November 2, 2016;
- Reaffirmation of a waiver of the Service Drive Requirement along Lee Highway in favor of the existing travel aisle with a public access easement; and
- Approval of a modification of the Transitional Screening Requirement along the southern property line in favor of the landscaping shown on the SE Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

4:00 p.m.

Public Hearing on SEA 92-Y-016 (Macs Retail, LLC) to Amend SE 92-Y-016 Previously Approved for a Service Station, Quick Service Food Store, and Car Wash, to Permit Modification of Development Conditions, Located on Approximately 1.14 Acres of Land Zoned C-8 (Sully District)

This property is located at 2990 Centreville Road, Herndon, 20171. Tax Map 24-4 ((1)) 5A

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 16, 2016, the Planning Commission voted 9-0 (Commissioners Flanagan, Keys-Gamarra, and Lawrence were absent from the meeting) to recommend that the Board of Supervisors approve SEA 92-Y-016, subject to Development Conditions consistent with those dated November 2, 2016.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

4:00 p.m.

Public Hearing on SEA 92-Y-030-02 (CRS Oil, Inc. T/A Centreville Shell) to Amend SE 92-Y-030 Previously Approved for a Service Station, Quick-Service Food Store and Car Wash to Permit Modification of Development Conditions, Located on Approximately 1.14 Acres of Land Zoned C-8 and WS (Sully District)

This property is located at 5501 Union Mill Road, Centreville, 20121. Tax Map 55-3 ((3)) 39

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 16, 2016, the Planning Commission voted 9-0 (Commissioners Flanagan, Keys-Gamarra, and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 92-Y-030-02, subject to Development Conditions consistent with those dated November 2, 2016; and

- Reaffirmation of the modification of the Transitional Screening and Barrier Requirements for the site in favor of the landscaping shown on the SE Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

4:00 p.m.

Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 109.1-1-2, 109.1-5-3, 109.1-5-5, and 109.1-5-6 Relating to the County's Solid Waste Ordinance, Chapter 109.1

ISSUE:
To provide a public hearing to consider an ordinance that proposes to amend and readopt Chapter 109.1 of the Fairfax County Code to prohibit the use of plastic bags for disposal of yard waste and disposal of cathode ray tubes (CRTs) in the county's solid waste disposal system.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors conduct a public hearing on the proposed amendments to the county's solid waste ordinance, Chapter 109.1 of the *Code of the County of Fairfax*, and at the conclusion of the public hearing authorize approval of Chapter 109.1, as revised.

TIMING:
On December 6, 2016, the Board authorized advertisement of a public hearing to be held on January 24, 2017, at 4:00 p.m. to consider amendments to the county's solid waste ordinance, Chapter 109.1.

Following the public hearing, the Board of Supervisors' authorization is required for the ordinance change to take effect upon adoption.

BACKGROUND:
The Fairfax County Department of Public Works and Environmental Services (DPWES) regulates the collection, recycling and disposal of municipal solid waste from residents and businesses within the county through the administration of the county's solid waste ordinance, Chapter 109.1.

In 1993, Fairfax County Board of Supervisors approved an ordinance requiring yard waste, including leaves and grass to be recycled. Such materials are sent to composting facilities, where they undergo a controlled decomposition process that results in valuable, high-quality compost. The collection of leaves and grass in plastic bags causes numerous issues in the composting process, including, but not limited to: 1) increased difficulty in the removal of the materials from the plastic bags; 2) increased breakage and maintenance needs for the mechanical equipment used for composting; and 3) decreased quality of the final compost due to remnants of the plastic bags.

Instead, the use of reusable containers or paper bags will decrease costs and protect the quality of the compost.

In addition, Fairfax County's Solid Waste Management Program is dedicated to pollution prevention in its program operations. CRTs contain a significant quantity of lead and other metals that are not destroyed by the disposal process. Therefore, prohibiting disposal of CRTs will aid the county's pollution prevention efforts. The Code of Virginia, Title 10.1-1425.6 (C), enables a locality to prohibit the disposal of CRTs provided that the locality has implemented a recycling program that is capable of handling CRTs. The county has developed an electronic-waste recycling program that accepts CRTs, which is available at no charge to residents.

Chapter 109.1 is being amended to prohibit: 1) the use of plastic bags for the collection of yard waste and 2) the disposal of cathode ray tubes (CRTs) into the county's solid waste disposal system. These modifications are to take effect on July 1, 2017. Attachment 1, Staff Report, provides the proposed amendments that are included in this revision to Chapter 109.1. Attachment 2 provides a markup of the proposed amendments to Chapter 109.1.

FISCAL IMPACT:
The fiscal impact from the revisions to Chapter 109.1 include a slight increase in the cost of paper bags as compared to plastic bags. However, alternatives are available to manage yard waste without bags, eliminating expenditures for bags. As CRTs may be recycled by county residents at two county facilities at no charge, there is no fiscal impact associated with the requirement to recycle devices containing CRTs to residents. There will be no additional fiscal impact to businesses with respect to the management of devices containing CRTs as businesses are regulated separately under federal and state environmental code. There are no other financial impacts to residents or businesses.

ENCLOSED DOCUMENTS:
Attachment 1 - Staff Report
Attachment 2 - Markup of proposed changes of *Code of the County of Fairfax*, Chapter 109.1, Solid Waste Management

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, P.E., Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program (SWMP)
Pamela Gratton, Director, Recycling, Engineering & Environmental Compliance, SWMP

**Staff Report on Proposed Modifications to Chapter 109.1, January 24, 2016**

**Article 1 – General Requirements**
1. Adds one definition for Cathode Ray Tubes or CRTs. (see Page 3)

The definition of cathode ray tubes (CRTs) was added to Section 109.1-2-2, Definitions. The added definition is language promulgated by the United States Environmental Protection Agency to define CRTs. This definition is contained in federal regulations at Title 40, Code of Federal Regulations (CFR), Part 260.10

**Article 2 – Recycling**
No Changes

**Article 3 – Pre-collection and Storage**
No Changes

**Article 4 – Required Permits, Registrations, and Certifications (new title)**
No Changes

**Article 5 – Collection of Solid Waste**
1. Adds Cathode Ray Tube-containing devices to the items that solid waste collection companies are not required to collect at the curb. (See page 22)

Fairfax County's Solid Waste Management Program is dedicated to pollution prevention in its program operations. To that end, staff has recommended that CRTs be prohibited from disposal. CRTs contain a significant quantity of lead and other metals that are not destroyed by the disposal process.

There is implementing legislation that authorizes Virginia localities that have electronic waste recycling programs to prohibit the disposal of CRTs. Specifically, Code of Virginia, Title 10.1-1425.26 C states that:

> C. Any locality may, by ordinance, prohibit the disposal of thermostats containing mercury and cathode ray tubes in any waste-to-energy or solid waste disposal facility within its jurisdiction, provided the locality has implemented a recycling program that is capable of handling all thermostats containing mercury and cathode ray tubes generated within its jurisdiction. However, no such ordinance shall contain any provision that penalizes anyone other than the initial generator of such thermostats containing mercury and cathode ray tubes.

Fairfax County has developed an electronic-waste recycling program that accepts CRTs. This program is available to residents seven-days-per-week at two locations within the county at no charge to residents. This fulfills the statutory requirement to have a recycling program for all CRTs generated within the county. Therefore, Section 109.1-5-3.b is modified to add the phrase "any device containing a cathode ray tube" to the list of items that are not required to be collected at the curb.

Electronic waste generated by businesses or institutions in Fairfax County is required by both federal and state law to either be recycled or disposed of as hazardous waste. As the county's disposal system is NOT permitted to accept hazardous wastes from businesses or institutions, businesses and institutions are obligated to either legitimately recycle their electronic wastes or

dispose of them at a permitted hazardous waste disposal facility. Business and institutional waste is not subject to the household hazardous waste exclusion as it is not generated in a household. As such, businesses and institutions CANNOT use the household hazardous waste program to dispose of their electronic waste. The cost of waste disposal is borne by the generator; businesses and institutions either recycle their electronic waste or send it for proper disposal. In this scenario, businesses and institutions are already prohibited from disposing of cathode ray tube-containing devices in the county's waste management system.

2. Clarifies type of bag permissible for the collection of yard waste by prohibiting the use of a plastic bag

In 1993, Fairfax County Board of Supervisors approved an ordinance requiring yard waste, including leaves, grass, and branches, to be recycled. This requirement is embodied in Chapter 109.1. Woody materials like twigs, branches and sticks, are ground into mulch by Fairfax County staff at the county's two solid waste management facilities.

Fairfax County does not own or operate a facility suitable for processing leaves and grass, so the county sends these remaining materials to composting facilities, where the materials undergo a controlled decomposition process that takes 4-6 months. The resulting compost is a desirable and highly-valued product. However, the placement of yard waste in plastic bags unnecessarily introduces plastic into the composting process and degrades the quality of the finished compost for the following reasons:

- The yard waste is very difficult to remove from the plastic bags. The bags have to be manually split or opened, which is a very time-consuming process.
- Mechanical equipment for the removal of yard waste from plastic bags can be very difficult to operate because the plastic bags get entangled into the operational mechanisms of this equipment. The plastic bags are often responsible for equipment downtime and resulting maintenance.
- When plastic bags are introduced into the compost process, it is very difficult to remove the plastic shreds from the final product. The removal of plastic shreds or pieces from finished compost involves running the compost through a mechanical screen. While mechanical screens can remove some of the plastic, they are not capable of removing all plastic shreds or pieces. Plastic pieces in compost significantly reduce its quality, which dramatically reduces the price for which the material can be sold.
- Plastic bags are not necessary for the collection of yard waste. Yard waste collection in a reusable container or a paper bag is the optimal method for collecting yard waste efficiently while protecting the quality of compost. It also reduces quantity of solid waste generated.
- Solid Waste staff has contacted local grocery and other retail stores to confirm the availability of the bags and to inform them about the proposed change to help ensure sufficient availability of paper yard waste bags. Bag prices range from $0.18 to $0.29 for a 30-gallon plastic yard waste bag to about $0.40 for a paper yard waste bag of the same size. Paper yard waste bags are made of Wet Strength Kraft grade paper to provide tear strength and puncture resistance, even when wet. Using multiwall construction, paper yard waste bags hold weights from 40 to 80 lbs. Given the environmental and total system benefits of reducing plastic bag waste (litter, water pollution, animal mortality), we believe the small increase is justified and supports Fairfax County's vision by practicing environmental stewardship.

**Article 5 of Chapter 109.1** will be modified to add the word paper in three sections to clarify that plastic bags are no longer acceptable for the collection of yard waste placed at the curb.

- Section 109.1-5-3.d.3 adds the word “paper” in front of the word “bag” to describe the type of bag acceptable for use. (See page 22)
- Section 105.1-5-5.a.4 adds the word “paper” in front of the word “bag” to describe the type of bag acceptable for use. It also states that “yard waste set out in plastic bags will not be collected.” (See page 23)
- Section 109.1-5-6.a.5 has been reworded to make it clear that yard waste may only be collected if set out in paper bags, reusable containers, or in piles as specified in Section 109.1-5-5.a. (See page 25)

**Article 6 – Transportation**
No Changes

**Article 7 – Disposal of Solid Waste**
No Changes

**Article 8 – Emergency Provisions**
No Changes

**Article 9 – Enforcement**
No Changes

**PROPOSED ORDINANCE AMENDING
CHAPTER 109.1OF THE FAIRFAX COUNTY CODE,
RELATING TO PROHIBITION OF PLASTIC BAGS FOR DISPOSAL OF YARD WASTE
AND DISPOSAL OF DEVICES CONTAINING CATHODE RAY TUBES (CRTs) INTO THE
COUNTY'S SOLID WASTE DISPOSAL SYSTEM**

...

**Draft of November 2, 2016**

AN ORDINANCE to amend and readopt Sections 109.1-1-2, 109.1-5-3, 109.1-5-5, and 109.1-5-6 of the Fairfax County Code to prohibit the use of plastic bags for disposal of yard waste and disposal of cathode ray tubes (CRTs) into the County's Solid Waste Disposal System.

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

**1. Sections 109.1-1-2, 109.1-5-3, 109.1-5-5, and 109.1-5-6 are amended and re-adopted to read as follows:**

**Section 109.1-1-1. Statement of Policy.**

(a) The purpose of this Chapter is the furtherance of effective solid waste management, as provided for and authorized by the Code of Virginia (e.g., Titles 10.1 and 15.2). Consistent with the Code of Virginia, and complementary to its intent, the efficient management of municipal solid waste (MSW) (e.g., recycling, collection, transfer, and disposal) with as few negative environmental and economic impacts as possible is an essential and integral part of promoting public health and welfare. This Chapter therefore intends to protect life, property, and the general environment, by establishing standards and procedures for the administration and enforcement of such standards as they relate to the control, collection, transportation, and disposal of MSW, and to promote source reduction and recycling as means of reducing the amount of MSW that has to be disposed.

To these ends, this Chapter acknowledges and/or authorizes the following supporting documents that further describe critical elements of the County's solid waste management system that may be updated or revised from time to time:

(1) The County's Solid Waste Management Plan;

(2) The County's Recycling Program Requirements;

(3) Solid Waste Advisories;

(4) Other County Solid Waste Management Program guidance and requirements, as they are developed by the Director.

(b) Applicability.

Except as otherwise provided, this Chapter, and any regulations or administrative directives or

procedures issued under its authority, apply to all residents and commercial, industrial, and institutional establishments within or doing business within the County, and any person or entity who collects, transports, disposes, or otherwise manages or arranges for management of MSW.

**Section 109.1-1-2. Definitions.**

For the purpose of this Chapter, the following words and phrases shall have the meanings ascribed to them in this Section:

***Authorized Agent*** means the individual designated by an entity to act on its behalf. This individual must have the authority and control to ensure compliance with this Chapter.

***Brush*** means shrub and tree trimmings arising from i) general residential landscape maintenance and ii) similar non-residential landscape maintenance.

***Cathode Ray Tube*** means a vacuum tube, composed primarily of glass, which is the visual or video display component of an electronic device.

***Certificate-to-Operate*** is the permit/approval for any person to engage in the business of collecting MSW in Fairfax County.

***Collection*** means the collection and transportation of MSW.

***Collection vehicle*** means any vehicle used to collect and/or transport MSW.

***Collector*** means any person engaged in the regularly-scheduled commercial collection and/or transportation of MSW from two or more residential, commercial, industrial, institutional or other establishments.

***Community Association or Homeowners' Association*** means an unincorporated association, corporation or other organization that owns or has under its care, custody, or control real estate subject to a recorded declaration of covenants that obligates a person, by virtue of ownership of specific real estate, to be a member of the unincorporated association, corporation or other organization. For the purposes of this Chapter, an unincorporated association, corporation or other organization representing residents shall be considered the designee of Association members when acquiring solid waste services.

***Compensation*** means any type of consideration paid for the collection, transportation or disposal of MSW, including, but not limited to, direct or indirect compensation by tenants, licensees, or similar persons.

***Composting facility*** means a permitted facility producing a stabilized organic material.

***Construction/Demolition Debris (CDD)*** means solid waste generated during construction, remodeling, repair, or demolition of pavements, houses, commercial buildings or any other structures. CDD includes, but is not limited to: lumber; wire; sheetrock; brick; shingles; glass; pipes; concrete; paving materials; metals; and plastic; if part of the materials of construction and/or empty containers for such materials.

***Construction/Demolition Debris (CDD) landfill*** means a land burial facility which accepts CDD for disposal.

***Customers*** means anyone providing compensation to collectors and/or recycling or disposal facilities. Persons using County drop-off facilities shall also be considered customers.

***Department*** means the Fairfax County Department of Public Works and Environmental Services.

***Director*** means the Director of the Fairfax County Department of Public Works and Environmental Services or his/her designee.

***Disposal*** means the final placement or destruction of MSW.

***Disposal site*** means a facility at which MSW is disposed.

***Energy/Resource Recovery Facility (E/RRF)*** means a disposal site designed for the purpose of reducing the volume of MSW through incineration. The process further produces steam, and/or electricity, as a result of the combustion process.

***Hazardous waste*** means a "hazardous waste" as defined by the Virginia Hazardous Waste Management Regulations (9 VAC 20-60).

***Household Hazardous Waste (HHW)*** means discarded household products that contain corrosive, toxic, ignitable, or reactive ingredients, or are otherwise potentially harmful if released to the environment. Products that fall into this category include, but are not limited to certain paints, cleaners, and pesticides. Latex paint is not HHW.

***Materials Recovery Facility (MRF)*** means a facility where source-separated recyclables are either stored until large enough volumes are collected to be shipped to a buyer or processor, or they are processed to meet the specifications of recycling markets.

***Mixed paper*** means corrugated cardboard, magazines, catalogues, envelopes, office paper, brochures, phone books, junk mail, food boxes (such as cereal and cracker boxes), shoe boxes, and any other clean paper product without food residue.

***Municipal Solid Waste (MSW)*** means that waste which is normally composed of residential, commercial, non-residential and institutional solid waste and residues derived from combustion of these wastes, as defined in Virginia's solid waste management regulations at 9 VAC-20-81-10. MSW includes recyclables.

***Person*** means and includes an individual, designee, corporation, association, firm, partnership, joint stock company, county, city, town, school, or any other legal entity.

***Pipestem driveway*** means an extension off of a public road where one or more houses share a private drive to which their own driveways connect.

***Principal Recyclable Material (PRM)*** means the recyclable material from the following list that comprises the majority of a business or commercial property's waste stream: newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard, kraft paper, container glass, aluminum, mixed paper, metal cans, cloth, automobile bodies, plastic, clean wood, brush, leaves, grass and other vegetative materials. "Principal recyclable materials" do not include large diameter tree stumps.

***Property Manager (PM)*** means a company, employee, or individual employed or otherwise engaged, including as a volunteer, by a property owner or a community association to manage day-to-day operations at one or more locations on the owner or owners' behalf and is considered to be a designee when acquiring solid waste services.

***Putrescible material*** means organic material that can decompose.

***Recyclables*** means any of the materials that are or may be recycled, including but not limited to those listed in Article 2 – Recycling and the Recycling Program Requirements.

***Recycling*** means the process of separating a material from the waste stream with the intent of diverting it from disposal.

***Recycling center*** means a facility used for the collection of source-separated recyclable materials.

***Recycling route*** means the route a collector follows to collect source-separated recyclable materials from customers.

***Recycling system*** means the means by which recyclable materials are separated from the waste stream at the point of generation, and may include the means of delivering source-separated materials to a recycling center or MRF.

***Refuse*** means all MSW having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from cleanup of spills or contamination, or other discarded materials.

***Regulations*** means rules, guidance, and/or requirements issued by the Director pursuant to this Chapter.

***Responsible company official*** means the individual designated by an entity to act on its behalf. This individual must have the authority and control to ensure compliance with this Chapter.

***Sanitary landfill*** means a land burial facility for the disposal of MSW which is so located, designed, constructed and operated to contain and isolate the MSW so that it does not pose a substantial present or potential hazard to public health or the environment; provided, however, that the term "sanitary landfill" shall not mean a land burial facility which only accepts non-putrescible MSW (such as a CDD landfill, as defined in this Chapter).

***Significant Modification*** means any physical change in or change in the method of operation of a commercial establishment that has the potential to result in a change in the quantity or characteristics of MSW being generated or managed by the establishment or facility.

***Solid waste*** means any material defined as "solid waste" in 9 VAC 20-81-10 et seq., of Virginia's solid waste management regulations.

***Solid waste broker*** means a person or entity that, for a fee or other consideration, brokers, acts as a designee or otherwise arranges agreements between solid waste generators (including property owners, community/homeowner's associations, property managers or other entities) and providers of municipal solid waste collection, recycling, or disposal services.

***Solid waste generators*** includes any persons that produce solid waste.

***Source reduction*** is the reduction or elimination of the quantity or toxicity of waste being generated, which can be achieved through changes within the production process, including process modifications, feedstock substitutions, improvements in feedstock purity, shipping and packing modifications, housekeeping and management practices, or increases in the efficiency of machinery and recycling within a process. The term does not include dewatering, compaction, or waste reclamation.

***Source separation*** is the process of removing recyclable materials from the waste stream at the point where the material is generated. For residential material, the source is considered the household and contiguous residential property such as lawns or yards. For commercial material, the source is considered the commercial premises in which business is conducted and contiguous property such as storage yards.

***Tare weight*** means the operating weight of a fully-fueled vehicle with no payload but includes the driver; i.e., the empty weight of the vehicle.

***Transfer station*** means any MSW storage or collection facility at which MSW is transferred from collection vehicles to other vehicles or means of transportation, for shipment to another site for permanent disposal.

***Tree removal*** means any activity which generates MSW from the maintenance, trimming, or removal of trees or shrubs where any individual piece or bundle exceeds 50 pounds in weight, is longer than four feet in length, or larger than six inches in diameter. Christmas trees are exempt from these size limitations if they are less than eight feet in length.

***Unacceptable waste*** means waste which is prohibited from disposal at Fairfax County facilities by Fairfax County Code, rules or regulations, the *Virginia Code* and/or the Code of Federal Regulations.

***Waste collection route*** means the route a collector follows to collect any MSW set out by customers for collection.

***Yard waste*** means the organic fraction of MSW that consists of grass clippings, leaves, vines, and brush arising from general landscape maintenance. Yard waste also includes similar materials collected from non-residential landscape maintenance, such as maintenance of streets, parks and recreational areas. Yard waste does not include any materials arising from tree removal, land clearing, or development activities.

**Section 109.1-5-3. Solid Waste to be Collected.**

(a) MSW generated by normal household or commercial activities from premises to which collection services are being provided shall be collected in accordance with the requirements of this Chapter.

(b) The following materials are not subject to the collection requirement of 109.1-5-3:

(1) Dead animals and pets;

(2) Manure;

(3) Tree stumps;

(4) Dirt, stone, rock, and brick;

(5) Containerized liquids;

(6) Friable asbestos;

(7) Lead-acid batteries;

(8) Appliances containing ozone-depleting chemicals;

(9) Scrap metal and discarded appliances that are over 50 pounds in weight or 48 inches in length; and

(10) Poisons, corrosives, flammables, explosives or other unacceptable or hazardous waste. It should be noted that items considered to be household hazardous waste (HHW) are subject to the collection requirements of 109.1-5-3.

(11) Any device containing a cathode ray tube.

(c) For materials required to be collected curbside under this Article: (1) materials too large for containers shall be collected if tied securely in bundles not exceeding four feet in length; and (2) no single container or bundle shall exceed 50 pounds gross weight.

(d) The base price for any collection contract shall include the minimum level of service unless otherwise approved by the Director. The minimum level of service for collection by material type shall be as follows:

(1) *Refuse:* For residential customers, weekly removal of all refuse that is set out and prepared in accordance with Section 109.1-5-3(c). For non-residential customers, weekly collection is required unless specifically approved by the Director in writing.

(2) *Recyclable Materials:* weekly removal of all recyclable materials from residential and non-residential customers properly prepared and set out. Other collection frequencies may be adopted for containerized and non-residential recycling service through application for and approval of an alternative recycling system.

(3) *Yard waste from single-family and townhouse residential units, including brush:* from March 1 to December 24, weekly removal for recycling of up to ten individual paper bags, containers, or bundles. Brush may be limited to individual pieces or bundles of no greater than 50 pounds in weight, four feet in length, and no piece larger than six inches in diameter. Outside this period, yard waste may be collected with refuse.

(4) *Christmas trees from single-family and townhouse residential units:* removal and recycling of all trees of less than 8 feet in length that are set out during the first two weeks of January.

(e) Nothing in this Chapter shall preclude the collector from providing a higher level of service than required, with regard to frequency, quantity, size, material type, or other factor.

(f) All MSW collected by the collector, upon being loaded into the collection vehicle, shall become the property of the collector.

**Section 109.1-5-5. Collection Points and Set-Out Restrictions.**

(a) Set-out of **residential** refuse and recycling shall comply with the following:

(1) Containers for residential use shall be stored upon the residential premises.

(2) The outside storage of refuse and recyclables in plastic bags with closed tops for not more than 12 hours is allowed by residential customers only.

(3) Loose, bulky non-putrescible materials which are too large to fit into mechanically dumped containers may be set out, provided that they are: 1) securely bundled; or 2) completely contained and adequately secured to prevent leakage or spillage; and, 3) individual bundles, bags, boxes or other containers do not exceed four feet in length and 50 pounds in weight.

(4) Yard waste may only be set out in paper bags, reusable containers, or in piles as instructed by the company which will be collecting them.

(5) Recyclable materials shall be set out separately from MSW intended for disposal and contained so as to prevent leakage or spillage but not to preclude visual identification and inspection. Recycling shall be set out as described in subsections (3) and (4) above. Individual containers, bundles, bags, and/or boxes of recyclable materials set out for collection shall not exceed four feet in length and 50 pounds in weight.

(6) On each scheduled collection day, residential refuse and recyclables shall be placed at the curb line or at a point on the property line at the edge of pavement or terminal point of a pipestem driveway easement, adjacent to the public right of way where the collection vehicle stops. Residential refuse and recyclables shall not be set out for curbside collection on any sidewalks or any other portion of the public right of way where they could interfere with pedestrians or vehicular traffic.

(7) If MSW placed at the curb or in the public right-of-way by a residential customer is not picked up within ten days, the County may remove them and recover the costs of removal.

(b) Set-out of **non-residential** refuse and recycling shall comply with the following:

(1) All containers shall be stored upon private property, at points which shall be well drained and fully accessible to collection vehicles and to public health inspection,

fire inspection, and solid waste inspection personnel, in addition to complying with Section 109.1-5-6.

(2) Non-residential customers are only permitted to store refuse and recyclables outdoors inside of an approved container as described in Section 109.1-5-6. Non-residential customers are not permitted to store refuse or recyclables in bags, boxes or bundles outside unless specifically approved in writing by the Director.

(3) Recyclable materials shall be set out separately from MSW intended for disposal and contained as described in Section 109.1-5-6 so as to prevent leakage or spillage but not to preclude visual identification and inspection. Co-collection of recyclables and refuse in a single container is not permitted and does not comply with the recycling requirements in Article 2 of this Chapter.

(4) If MSW placed at the curb or in the public right-of-way by a non-residential customer is not picked up within ten days, the County may remove it and recover the costs of removal from the customer, collection company and/or designee.

**Section 109.1-5-6. Collection Containers and Vehicles.**

(a) Containers (including compactors, front-end containers and roll-off containers) used to collect refuse and recycling shall comply with the following:

(1) All refuse containers shall be of sturdy, rodent and insect resistant and watertight construction with tight fitting lids sufficient to prevent leakage or spillage of the disposed materials contained therein and must be closed when not in use.

(2) Any dumpster, front-loading container, compactor or wheeled cart provided for collection of recycling shall be of sturdy, rodent and insect resistant and watertight construction with tight fitting lids sufficient to prevent leakage or spillage of the recyclables contained therein but not to preclude visual identification and inspection and must be closed when not in use.

(3) Collectors who provide refuse and/or recycling containers shall be responsible for maintaining up-to-date name and contact information on these containers. Where a collector chooses to change this information, the collector must either correct the changes on every container (except containers used for collection at single-family homes or townhouses), or remove that container from service. Collectors may not charge a fee for updating containers in this manner.

(4) Open-top containers may not be used to collect, store, or transport refuse or any other putrescible items. Open-top containers may not be used for recyclables except per 109.1-5-2 (g)(3).

(5) Yard waste may only be collected if set out in paper bags, reusable containers, or in piles as ~~according to~~ described in Section 109.1-5-5 (a)~~(4)~~.

(6) All roll-off containers and compactors shall have safety reflectors affixed to both sides and ends of container. Safety reflector requirements for said roll-off container or compactor shall include the use and/or combination of reflective tape, reflective paint, or reflective glass

(7) All solid waste collection containers with a capacity of two cubic yards or larger and are used for the collection of solid waste shall be clearly marked with the owner's name and telephone number and the type of material acceptable for the container.

(8) In the event of refuse or recycling collection service cancellation by a customer, the owner of the refuse or recycling collection container shall be responsible for removing the container(s). All such containers shall be removed within ten business days of customer service cancellation. Any container which is not removed within ten business days of service cancellation shall be deemed abandoned and subject to removal by the County. The Director must make a reasonable attempt to notify the owner of the container prior to removal by the County. Containers removed by the County will be emptied, and stored at the owner's expense, including the cost for disposal of waste contained therein, and may not be reacquired until all such expenses have been paid. Any container not reacquired within 30 days will be forfeited to the County of Fairfax and sold at public auction or added to the County's assets.

(9) The County can require the owner of any container to remove that container if it is found to create a nuisance, traffic impediment or adversely affect public health or safety. If after making a reasonable attempt to notify the owner of this requirement the Director is unable to contact the owner, or if the owner fails to remove the container after notification of such requirement, the County may remove, empty and store the container at the owner's expense, including the cost for disposal of waste contained therein, and the container may not be reacquired until all such expenses have been paid. Any container not reacquired within 30 days will be forfeited to the County of Fairfax and sold at public auction or added to the County's assets.

(b) All vehicles used to collect refuse and recycling shall comply with the following:

(1) All collection vehicles to be used in the collection of MSW must have a collection vehicle permit (see Article 4).

(2) All collection vehicles for which a collection vehicle permit is being sought must be designed and manufactured specifically for the collection of MSW.

(i) Design and manufacture shall include a completely enclosed and watertight truck body with automatic dumping capabilities, and additional requirements as determined by the Director in the collection vehicle inspection and as described in this Chapter and in the Fairfax County Solid Waste Management Program Permit Manual.

(ii) All collection vehicles shall display the current name and telephone number of the company operating the vehicle.

(iii) Vehicles permitted to collect recyclables must be clearly identified as such. Such signage shall be removed if the vehicle is used to collect refuse.

(iv) The Director may consider the use of vehicles not specifically manufactured for the collection of MSW under emergency conditions or for other reasons as determined by the Director. The vehicles must receive a temporary vehicle permit prior to being put into service.

(3) All collection vehicles to be used in the collection of MSW shall be maintained in a manner that prevents spillage of the types of MSW to be collected therein, and provides proper control of odors, vermin, and liquid waste leakage.

(4) No collection vehicles of any type are required to enter into any pipestem driveway for the purpose of conducting refuse or recycling collection operations or turning around.

**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 this Ordinance is effective upon adoption.**

GIVEN under my hand this day of _____ 2016.

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
January 24, 2017

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2016-I-B1, Located on Seminary Road, South of the Columbia and Leesburg Pike (Route 7) Interchange (Mason District)

ISSUE:
Plan Amendment (PA) 2016-I-B1 proposes to amend the Comprehensive Plan guidance for an approximately 21,855 square foot property located on Seminary Road, south of the Columbia and Leesburg Pike (Route 7) Interchange, in the Baileys Crossroads Community Business Center in the B-3 Commerce Park Community Planning Sector. The subject area is currently planned for mixed uses: office, retail, residential and institutional. The amendment considers public facilities for use as a community shelter with a maximum floor area ratio (FAR) of .70.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, December 1, 2016, the Planning Commission voted 10-0 (Commissioner Keys-Gamarra and Lawrence were absent from the meeting) to recommend that the Board of Supervisors adopt a Planning Commission alternative that reflects the staff recommendation for PA 2016-I-B1, found on Pages 11 through 20 of the Staff Report dated November 17, 2016, with references to 15,000 square feet changed to read "approximately 22,000 square feet".

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing and decision – December 1, 2016
Board of Supervisors' public hearing – January 24, 2017

BACKGROUND:
On July 26, 2016, the Board authorized PA-2016-I-B1 for Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land adjacent to the northeast boundary of the subject parcel that is dedicated as a public right-of-way for Seminary Road to consider an amendment to the Comprehensive Plan guidance for public facilities use as a community shelter up to .70 FAR.

Board Agenda Item
January 24, 2017

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Attachment 2: Planning Commission Alternative to the Staff Recommendation

Staff Report for PA 2016-I-B1, previously furnished and available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2016-i-b1.pdf

STAFF:
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division, DPZ
Chris Caperton, Branch Chief, Planning Division, DPZ
David Stinson, Planner II, Planning Division, DPZ

**Attachment 1**

**County of Fairfax, Virginia**
**Planning Commission Meeting**
**December 1, 2016**
**Verbatim Excerpt**

*PA 2016-I-B1 - BAILEYS CROSSROADS COMMUNITY SHELTER – To consider proposed revisions to the Comprehensive Plan for Fairfax County, VA, in accordance with the Code of Virginia, Title 15.2, Chapter 22. This Amendment concerns a 20,000 square foot parcel (Tax map # 61-2 ((20)) 7) located at 5914 Seminary Road, Falls Church, VA, and a 15-foot strip of land adjacent to the northern boundary of the subject parcel dedicated as a public right-of-way for Seminary Road that is expected to be vacated and abandoned. The area is planned for mixed uses, office, retail, and residential and institutional. The Plan Amendment considers public facilities uses up to 0.70 floor area ratio (FAR) as a community shelter. (Mason District)*

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Ms. Strandlie.

Commissioner Strandlie: Okay, thank you, Mr. Chairman. On July 26th, 2016, the Board of Supervisors authorized Policy Plan Amendment 2016-I-B1. The authorization directed staff to evaluate a parcel located at 5914 Seminary Road, Falls Church, Virginia, Tax Map 61-2 ((20)) 7, for a public facilities use at a maximum intensity of 0.70 floor area ratio for use as a community shelter. The existing Baileys Crossroads Community Shelter, located less than a quarter mile or 1,000 feet thereabouts, south of the subject property is outdated and does not meet accessibility requirements. This plan amendment facilitates the relocation of the Baileys Crossroads Community Shelter to a nearby location and the new facility will provide emergency beds and permanent supportive housing units in accordance with the County's housing first strategy. The Mason District Land Use Committee unanimously recommended approval. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE APPROVAL OF THE STAFF'S RECOMMENDATION FOR PA 2016-I-B1, FOUND ON PAGES 11 THROUGH 20 OF THE STAFF REPORT DATED NOVEMBER 17TH, 2016, WITH THE TWO REFERENCES TO 15,000 SQUARE FEET CHANGED TO READ "APPROXIMATELY 22,000 SQUARE FEET".

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt PA 2016-I-B1, as articulated by Ms. Strandlie, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 10-0. Commissioners Keys-Gamarra and Lawrence were absent from the meeting.)

TMW

**Planning Commission Alternative**
**Proposed Plan Language**
**Plan Amendment 2016-I-B1**

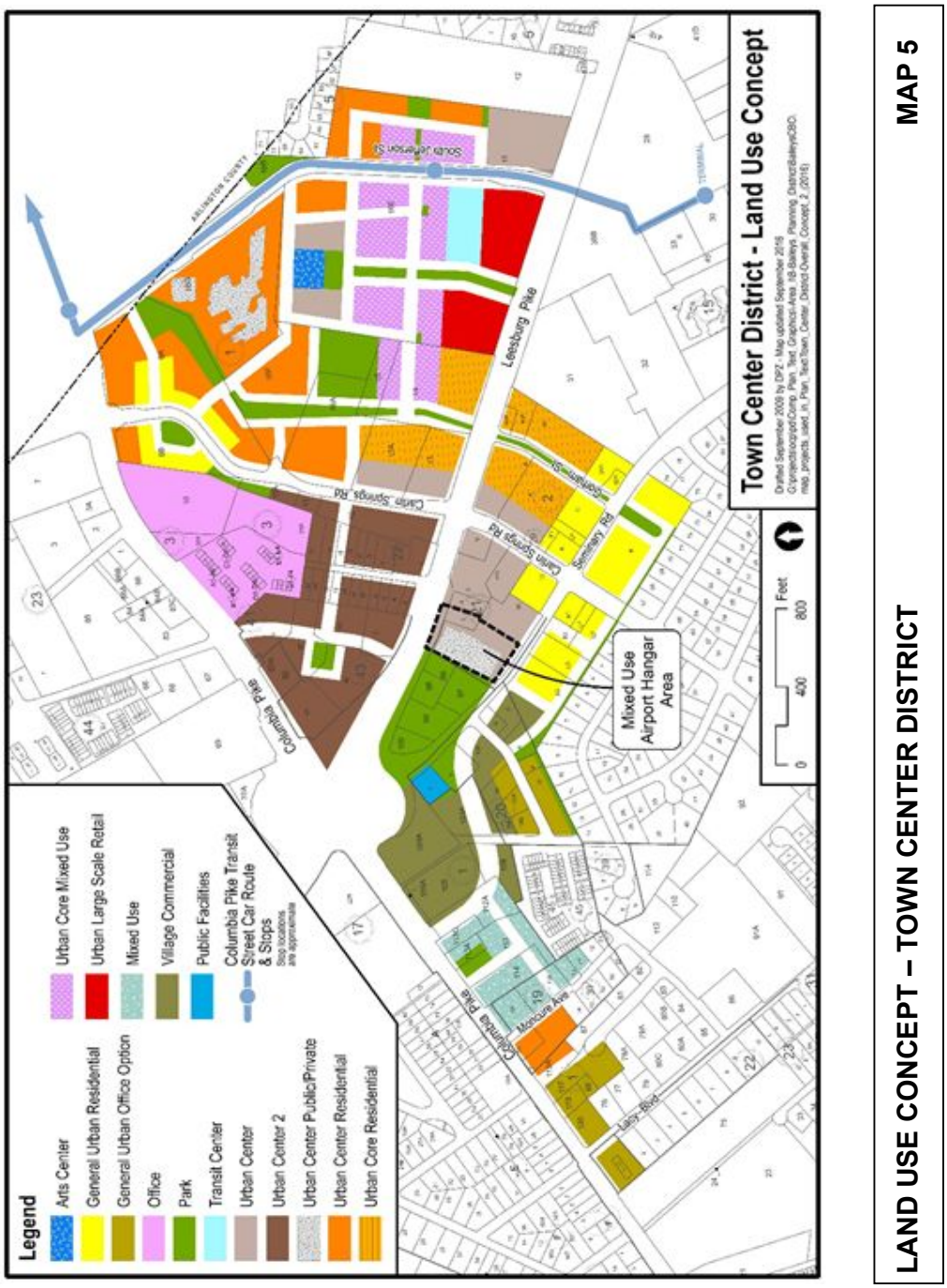
Staff recommends the Comprehensive Plan be modified as shown below. Text proposed to be assed is shown as underlined and text proposed to be deleted is shown with a ~~strikethrough~~.

**MODIFY:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Districtwide Recommendations, Public Facilities, page 14, to add a new community shelter to the list of future public facilities.

"A number of public facilities have been identified as future needs in this Planning District. These facilities are included for informational purposes and in most cases will require a 2232 Review public hearing before the county Planning Commission prior to being established. Those facilities for which a specific location for future construction has been identified are also listed in the sector plans and may be considered a feature of the Comprehensive Plan upon review of the Planning Director and concurrence by the Planning Commission. If such a feature shown determination is made, these projects will not require a future 2232 Review. The following public facilities are identified as future needs in the Baileys Planning District:

1. Provide a Human Services Center to include the District Public Health Office, Department of Family Services office and Office for Children Training Satellite Office.
2. Provide a halfway house for adults who have successfully completed a substance abuse program.
3. Provide infrastructure revitalization to the Woodrow Wilson Community Library.
4. Renovate and expand the Willston Pumping Station in Sector B2.
5. Provide additional school facilities to include a new elementary school, middle school capacity enhancements, and high school capacity enhancements.
6. Provide a community shelter in Sector B4 as a replacement for the existing Baileys Crossroads Community Shelter.

**MODIFY FIGURE:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, Town Center Recommendations, Map 5, "Land Use Concept - Town Center District" page 53 to add the land use category of "Public Facilities" and to adjust the boundary of this category to encompass all of Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land dedicated as a public right-of-way for Seminary Road adjacent to the northern boundary of the subject parcel.



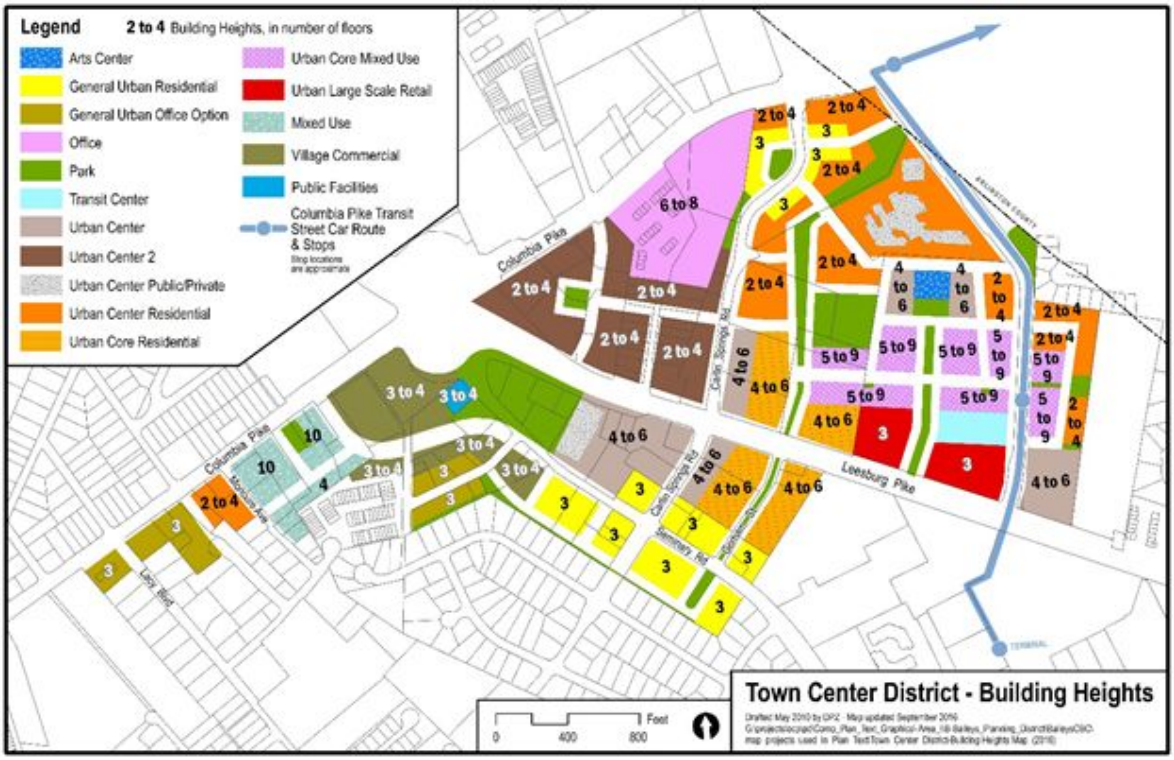
**MODIFY:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, page 55.

TABLE 3 – Location, Land Use Mix Height and Density - Land Use Categories

| **LAND USE CATEGORY** [1] | **LOCATION** | **LAND USE MIX, INTENSITY & MIX OF USES** | **FLOORS** |
|---|---|---|---|
| 1.Urban Core Mixed-Use Area | In the central portion of the areas to the north of Leesburg Pike | Ground Floor –shop-front retail<br>Upper Floors –residential & office<br>2 to 2.5 FAR | 5 – 9 |
| 2.Urban Large Scale Retail | On the north side of Leesburg Pike | Ground Floor –shop-front retail<br>Upper Floors – big box retail uses<br>1.5 to 2 FAR | 3 |
| 3.Urban Core Residential/Neighborhood Retail | On the north and south side of Leesburg Pike along a new north-south linear park | Ground Floor – residential; office; retail<br>Upper Floors – residential<br>1 to 1.5 FAR | 4 – 6 |
| 4.Urban Center Mixed-Use (Type 1) | On the north side of Leesburg Pike, on the east side of Carlin Springs Road & south side of Leesburg Pike | Ground Floor –residential; office; retail<br>Upper Floors –residential; office<br>1 to 1.5 FAR | 4 – 6 |
| 5.Urban Center Mixed Use (Type 2) | On the north side of Leesburg Pike & west side of Carlin Springs Road | Ground Floor –residential; office; retail<br>Upper Floors –residential; office<br>1 to 1.5 FAR | 2 – 4 |
| 6.Urban Center Residential | On the north side of Leesburg Pike, south side of Leesburg Pike and east side of Columbia Pike | Ground Floor –office; retail<br>Upper Floors – residential<br>0.5 to 1 FAR | 2 - 4 |
| 7.General Urban | On the south side of Leesburg Pike, east side of Columbia Pike | Residential<br>0.5 to 1 FAR | 3 |
| 8.General Urban (Office Option) | On both sides of Center Lane | Office<br>0.5 to 1 FAR | 3 |
| 9.Village Commercial | On the south side of Leesburg Pike along both Columbia Pike & the realigned Seminary Road | Ground Floor –retail; office<br>Upper Floors –residential; office; retail<br>0.5 to 1 FAR | 2 – 4 |
| 10.Office Single-Use | On the south side of Columbia Pike & the east side of Carlin Springs Road | Office<br>1 to 1.5 FAR | 6 – 8 |
| 11. Public Facility Use | North of the realigned Seminary Road (Tax Map Parcel 61-2 ((20))7) | Public Facility<br>0.5 to 0.7 FAR | 3 to 4 |

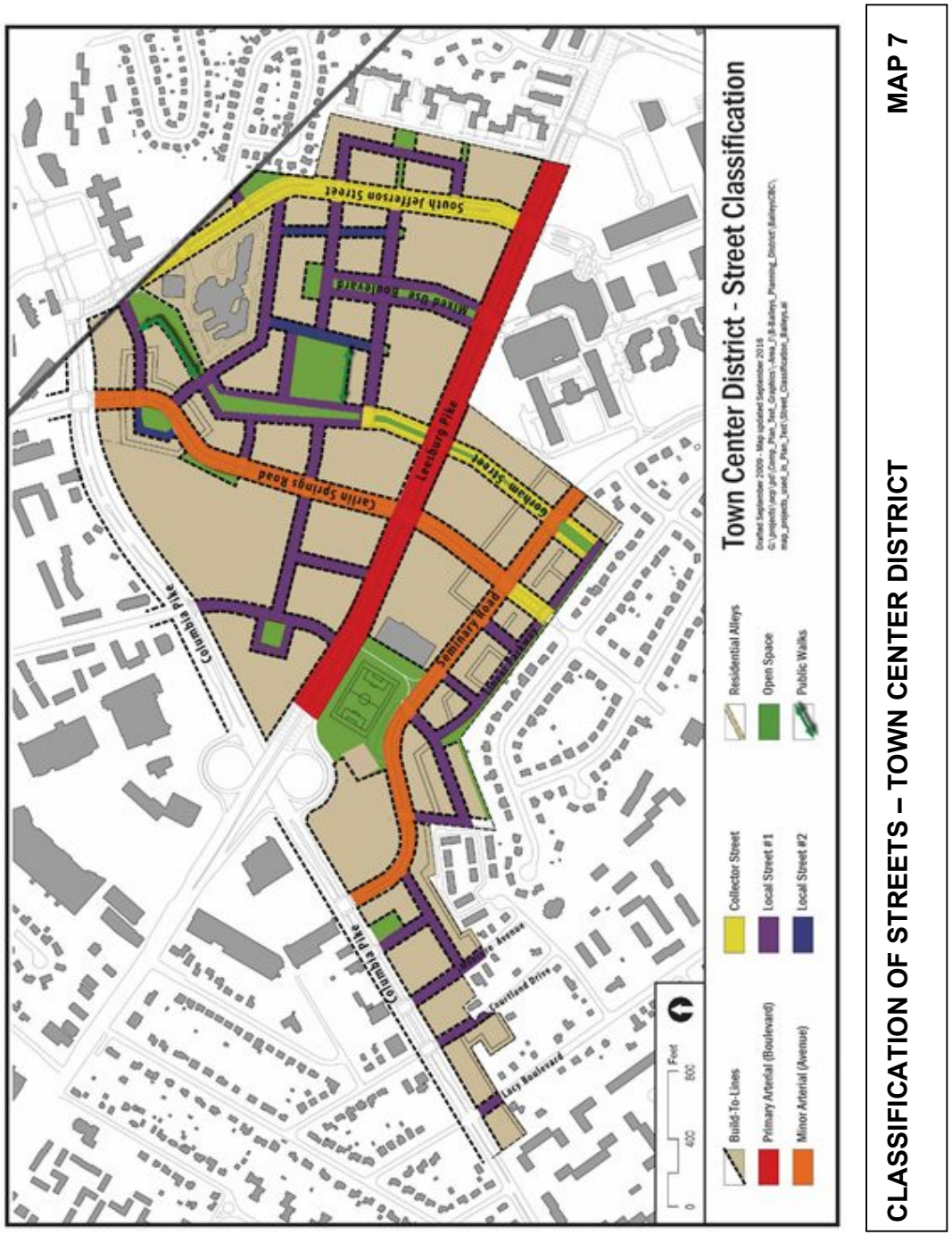
1. Off-street Parking for Land Use categories 1 to 5, 10 should be included in structures beneath or behind the proposed buildings. Parking for Land Use categories 6, 7, 8 and 9 should be included in structures or surface parking lots behind the proposed buildings. If townhouse style development is proposed for Land Use categories 7 and 8, parking is self-parked, with space provided on each lot or in private garages, entered from behind the buildings."

**MODIFY FIGURE:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, Town Center Recommendations, Map 6, "Town Center District- Building Heights" page 58 to add the land use category of "Public Facilities" with building heights of 3 to 4 floors, and to adjust the boundary of this category to encompass all of Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land dedicated as a public right-of-way for Seminary Road adjacent to the northern boundary of the subject parcel.

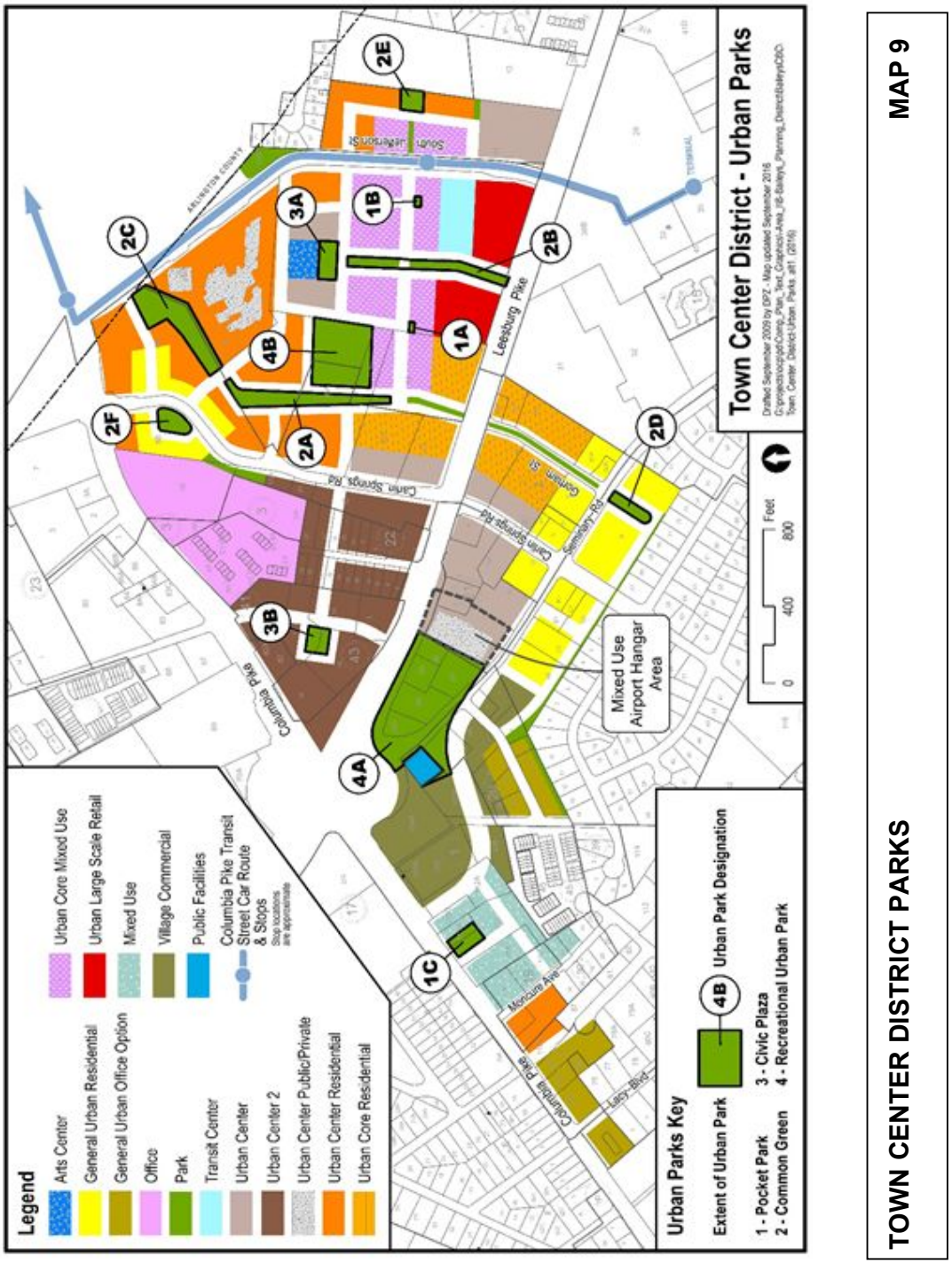



**MAP 6**

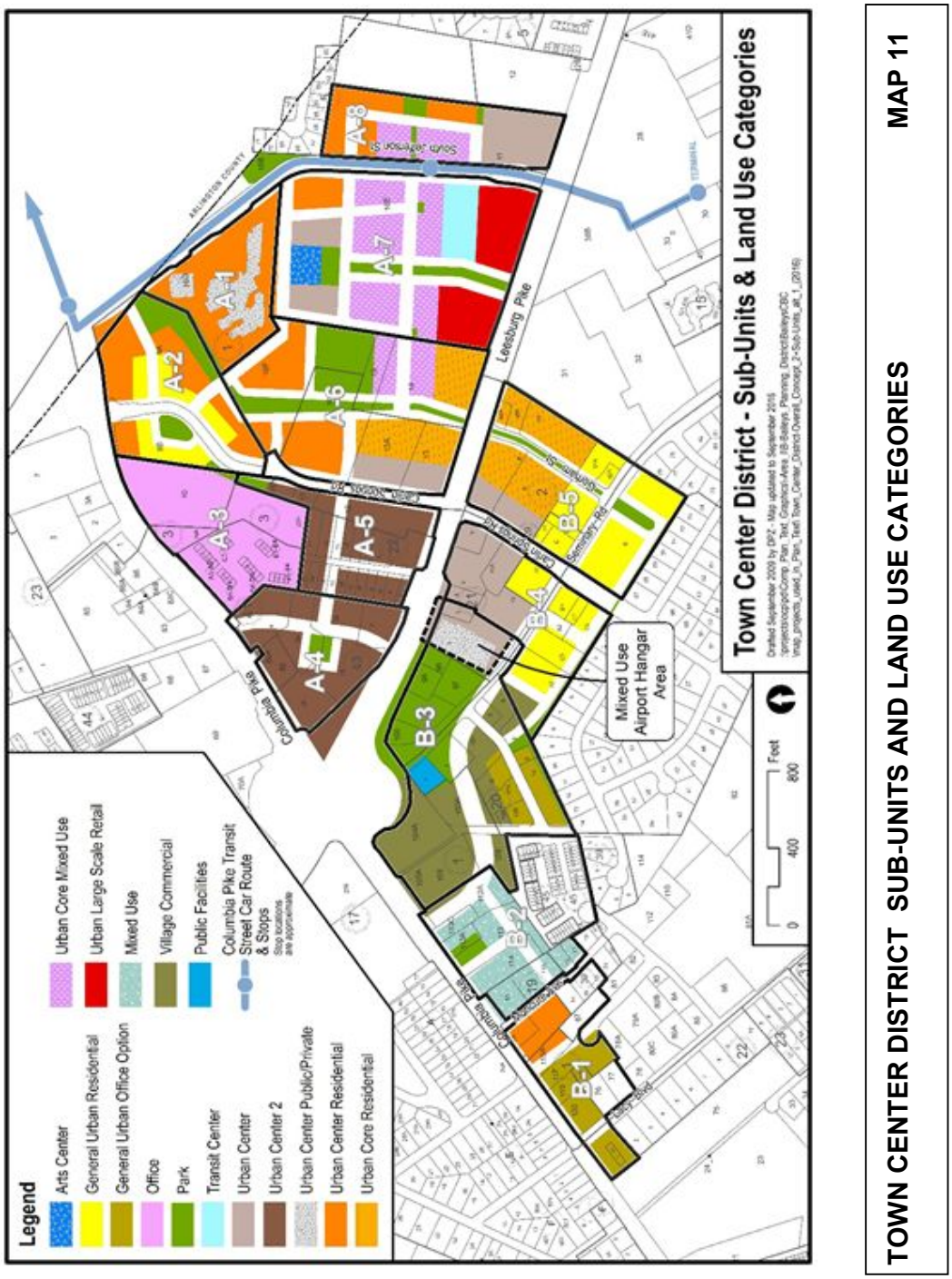
**MODIFY FIGURE:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, Town Center Recommendations, Map 7, "Classification of Streets - Town Center District " page 61 to remove Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land dedicated as a public right-of-way for Seminary Road adjacent to the northern boundary of the subject parcel from the open space category.



**MODIFY FIGURE:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, Town Center Recommendations, Map 9, "Town Center District Parks" page 74 to add the land use category of "Public Facilities" and to adjust the boundary of this category to encompass all of Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land dedicated as a public right-of-way for Seminary Road adjacent to the northern boundary of the subject parcel.



**MODIFY FIGURE:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, Town Center Recommendations, Map 11, "Town Center District Sub-Units and Land Use Categories" page 78 to add the land use category of "Public Facilities" and to adjust the boundary of this category to encompass all of Tax Map Parcel 61-2 ((20)) 7 and a 15 foot strip of land dedicated as a public right-of-way for Seminary Road adjacent to the northern boundary of the subject parcel.




TOWN CENTER DISTRICT SUB-UNITS AND LAND USE CATEGORIES MAP 11

**MODIFY:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, page 87.

*"Base Plan Recommendation* – The base plan recommendation of this sub-unit is 129,000 square feet of industrial uses ~~and~~, 104,800 square feet of retail uses~~.~~ and public facility use.

The parcel northeast of the village scale mixed-use development, on the south side of the existing Seminary Road (Tax Map 61-2 ((20)) 7), is appropriate for public facility use up to a maximum FAR of .70 for use as a community shelter. This location will serve the community's emergency housing needs as a new location for the existing Baileys Crossroads Community Shelter, currently operating in Sub-Unit B-2."

**MODIFY:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, page 89.

"Redevelopment of this sub-unit (approximately 17 acres) is envisioned to include a mixed-use development with a maximum of 174,000 square feet of office uses, 128,000 square feet of retail uses, ~~and~~ 300 multifamily residential units, ~~and~~ a minimum of 22,000 square feet of institutional uses and approximately 22,000 square feet of public facility use. This sub-unit is to be developed with the following Land Use Categories section for the Town Center District shown on Map 5 and the planned urban parks shown on Map 9 in the Town Center District Parks and Recreation section:

- The Village Commercial land use category along Columbia Pike and the south side of the planned realigned Seminary Road;
- The Public Facilities land use category on Tax Map parcel 61-2 ((20)) 7.
- The General Urban Office Option land use category on either side of Center Lane;
- Mixed-use of the Airport Hangar Building area or adaptive reuse of the Airport hangar building with mixed use or mixed-use; and,
- A portion of this area could be a part of the maintenance/storage facility that would accompany the adaptive reuse of the Airport hangar building for the Pike Transit Initiative (if an operational facility is proposed at this location)."

**MODIFY:** Fairfax County Comprehensive Plan, 2013 Edition, Area I, Baileys Planning District, as amended through 9-20-2016, Baileys Crossroads Community Business Center, page 93.

**"TABLE 6 – TOWN CENTER DISTRICT**
**LAND UNIT RECOMMENDATIONS SUMMARY**
(continued)

| Sub-Unit | Base Plan | Redevelopment Option | Comprehensive Plan Map |
|---|---|---|---|
| A-7 | 432,100 square feet of retail uses. | A maximum of 468,000 square feet of office uses, 615,000 square feet of retail uses, 700 multifamily residential units and a minimum of 62,000 square feet of institutional uses | Mixed-Uses |
| A-8 | 105,000 square feet of retail uses | A maximum of 157,000 square feet of office uses, 74,000 square feet of retail uses and 500 multifamily residential units | Mixed-Uses |
| B-1 | 16,600 square feet of office uses and 14,100 square feet of retail uses | A maximum of 44,000 square feet of office uses, 3,000square feet of retail uses and 100 multifamily residential units. | Mixed-Uses |
| B-2 | 36,600 square feet of retail uses and 30,700 square feet of office uses | A maximum of 561,000 square feet of retail/office /residential mixed uses, 60 single-family attached dwelling units and a minimum of 22,000 square feet of institutional uses | Mixed-Uses |
| B-3 | 129,900 square feet of industrial uses, ~~and~~ 104,800 square feet of retail uses and approximately 22,000 square feet of public facility use. | A maximum of 174,000 square feet of office uses, 128,000 square feet of retail uses, 300 multifamily residential units, ~~and~~ a minimum of 22,000 square feet of institutional uses and approximately 22,000 square feet of public facility use. | Mixed-Uses |
| B-4 | 189,000 square feet of retail uses and 48,000 square feet of office uses | A maximum of 96,000 square feet of office uses, 27,000 square feet of retail uses and 300 multifamily residential units | Mixed-Uses |
| B-5 | 93,200 square feet of retail uses, 20,900 square feet of institutional uses and 90 multifamily residential units | A maximum of 31,000 square feet of office uses, 15,000 square feet of retail uses and 500 multifamily residential units | Mixed-Uses" |

**COMPREHENSIVE LAND USE PLAN MAP:**

The Comprehensive Land Use Plan Map will not change.

**TRANSPORTAION PLAN MAP:**

The Countywide Transportation Map will not change.

Board Agenda Item
January 24, 2017

4:00 p.m.

Public Hearing to Establish the Hilltop Community Parking District (Providence District)

ISSUE:
Public Hearing on a proposed amendment to Appendix M, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Hilltop 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 Hilltop CPD.

TIMING:
On December 6, 2016, the Board authorized advertisement of a Public Hearing to consider the proposed amendment to Appendix M, of the *Fairfax County Code* on January 24, 2017, at 4:00 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, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (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 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 Hilltop 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 $1,000 to be paid from 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 Hilltop CPD

STAFF:
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-89 Hilltop Community Parking District

(a) *District Designation*.

(1) The restricted parking area is designated as the Hilltop Community Parking District.

(2) Blocks included in the Hilltop Community Parking District are described below:

*Grovemore Lane (Route 6662)*
From Hilltop Road to the cul-de-sac end.

*Hilltop Road (Route 744)*
From western property line of parcel 49-1((27))-A to the eastern property line of parcel 49-1((18))-A2, north 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 Hilltop 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 Hilltop 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
January 24, 2017

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2015-III-FC1, Generally Located Between West Ox Road and Stringfellow Road, North of Interstate-66 (Springfield District)

ISSUE:
Plan Amendment (PA) 2015-III-FC1 proposes to amend the Comprehensive Plan guidance for an approximately 530-acre area, generally located west of West Ox Road, north of Interstate 66 (I-66) in the Fairfax Center Area. The subject area is planned for residential at 1 dwelling unit per acre (du/ac) at the baseline level and office/mixed-use up to an intensity of .25 floor area ratio (FAR) at the overlay level. Several site-specific options for office, hotel, retail, and residential uses are planned above the overlay level. The amendment considers flexibility for certain Plan options above the overlay level, totaling 1,070,000 square feet (SF), to be moved to any parcel within the subject area.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, December 7, 2016 the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend that the Board of Supervisors adopt the Planning Commission Alternative for Plan Amendment 2015-III-FC1, as described in the Planning Commission Verbatim and Recommendation (Attachment I) and the Planning Commission Handout dated December 7, 2016 (Attachment II). The alternative supports the staff recommendation with minor modifications to correct the acreage and adjust the guidance related to the transportation analysis.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – December 7, 2016
Board of Supervisors' public hearing – January 24, 2017

BACKGROUND:
On June 23, 2015 the Board of Supervisors (Board) authorized the consideration of a Plan amendment focused on Subunit E1 (formally Land Units G, H, and I, amended with

PA 2013-III-FC1(B) on December 6, 2016) in the Fairfax Center Area. In response, the Board requested that staff evaluate greater flexibility in development and location in this area to enable a quicker response to market demands. Staff was also directed to consider adjusting the boundaries of the land units to relate to roadways or parcel lines based on the existing and planned development in the area. The reorganization of land units throughout Fairfax Center, accomplished as part of PA 2013-III-FC1(B) addressed this request.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim Excerpt
Attachment II: Planning Commission Handout dated December 7, 2016.

The Staff Report for PA 2015-III-FC1 has been previously furnished and is available online at: http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2015-iii-fc1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Meghan Van Dam, Chief, Policy and Plan Development Branch, PD, DPZ
Kenneth Sorenson, Planner II, Policy and Plan Development Branch, PD, DPZ

*PA 2015-III-FC1 – COMPREHENSIVE PLAN AMENDMENT (FAIR LAKES, FAIRFAX CENTER, LAND UNITS G, H, AND I) – To consider proposed revisions to the Comprehensive Plan for Fairfax County, VA, in accordance with the Code of Virginia, Title 15.2, Chapter 22. This Amendment concerns approx. 400 ac. generally located west of West Ox Road to Stringfellow Road, north of Interstate-66, and south of Monument Dr. and Melville Lane in the Springfield Supervisor District. The area is planned for Office mixed use up to .25 FAR at Overlay level (Fair Lakes within portions of Land Units G, H, I in the Fairfax Center Area). Additional options for more intense retail, office, residential, and hotel uses are planned on specific parcels. The amendment will consider modifying options to allow greater flexibility for the subject area to enable a quicker response to market demands. Recommendations relating to the transportation network may also be modified (Springfield District)*

After Close of the Public Hearing

Vice Chairman de la Fe: Okay, we waive the – the applicant, you know, the presentations and close the public hearing. Mr. Chairman.

Commissioner Murphy: Thank you very much. Plan Amendment 2015-III-FC1 is a unique Amendment because it is not proposing to change the total planned development potential in the Fair Lakes area, but rather create flexibility to move it around, if needed. As staff indicated in the report, the amendment could relocate up to 1.07 million square-feet of future development that exists as plan options above the overlay within the sub-unit. These options are now planned on specific parcels within Fair Lakes, but may be redistributed to any parcel within the approximately 530-acre area, which has been consolidated into the new Land Unit E1 within the Fairfax Center Area Phase II Study, adopted by the Board of Supervisors yesterday. The amendment would bolster the economic vitality and attractiveness of Fair Lakes while contributing to a stronger sense of place and a more pedestrian-oriented environment. The Springfield District Land Use Committee unanimously recommended allowing this flexibility, augmented by the newly-adopted areawide guidance and use-specific performance criteria within the Fairfax Center Area guidance, which would establish the future character in each of the districts found within Fair Lakes as future development occurs. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF STAFF RECOMMENDATION FOR PLAN AMENDMENT 2015-III-FC1 WITH TWO MINOR MODIFICATIONS, AS FOUND ON PAGES 2 THROUGH 8 OF MY HANDOUT DATED DECEMBER 7TH, 2016. THE MODIFICATIONS WOULD SIMPLY CORRECT THE ACREAGE AND ADJUST THE GUIDANCE RELATED TO THE TRANSPORTATION ANALYSIS. AND I SO MOVE.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Commissioner Hart. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Oppose? The motion carries.

Commissioner Murphy: Thank you very much.

//

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

JLC

**MOTION**
**December 7, 2016**

**Chairman Peter Murphy, Springfield District**
**Planning Commission Public Hearing and Decision**

**Plan Amendment 2015-III-FC1**

**Motion:**

Plan Amendment 2015-III-FC1 is a unique amendment because it is not proposing to change the total planned development potential in the Fair Lakes area but rather create flexibility to move it around, if needed. As staff indicated, the amendment could reallocate up to 1.07 million square feet of future development that exists as Plan options above the overlay level within the subunit. These options are now planned on specific parcels within Fair Lakes but may be redistributed to any parcel within the approximately 530-acre area, which has been consolidated into the new "Land Unit E1" within the Fairfax Center Area Phase II Study adopted by the Board of Supervisors yesterday. The amendment would bolster the economic vitality and attractiveness of Fair Lakes, while contributing to a stronger sense of place and more pedestrian-oriented environment.

The Springfield District Land Use Committee unanimously recommended allowing this flexibility, augmented by the newly adopted areawide guidance and use-specific performance criteria within the Fairfax Center Area guidance, which would establish the future character in each of the districts found within Fair Lakes as future development occurs.

Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of staff recommendation for Plan Amendment 2015-III-FC1 with two minor modifications, as found on pages 2 through 8 of my handout dated December 7, 2016. The modifications would correct the acreage and adjust the guidance related to the transportation analysis.

End of Motion

**PLANNING COMMISSION ALTERNATIVE**
**Plan Amendment 2015-III-FC1**

The Comprehensive Plan text shown is proposed as a complete replacement of the text within Land Unit E of the Fairfax Center Area. Planning Commission modifications are indicated in double underline, ~~double strikethrough~~, and yellow highlight.

**REPLACE:** Fairfax County Comprehensive Plan, 2013 Edition, Area III, Fairfax Center Area, Amended through 12-2-2014, Land Use Plan Recommendations – Overlay Level; Land Units G-I; pages 59-67 to combine Land Units G, H1, H2, and I3 into one Land Unit (proposed new "Land Unit E1" with Fairfax Center Area Phase II Study) to include a majority of the Fair Lakes development.

**"LAND UNIT E**

CHARACTER

This land unit located north of I-66 and south of the stable Greenbriar residential community, bisected by the Fairfax County Parkway, contains the majority of the Fair Lakes mixed-use development and includes Fair Lakes Center, the Shoppes at Fair Lakes, other retail, restaurant and hotel uses, numerous office buildings, and multifamily and single family attached residential developments. Fair Lakes Parkway, Fair Lakes Circle and Fair Lakes Boulevard traverse this area. The Fairfax County Parkway bisects Fair Lakes from Route 50 to Interstate 66.

RECOMMENDATIONS

Land Use

**Sub-unit E1**

Baseline: Residential use at 1 dwelling unit per acre
Overlay: Office mixed use up to .25 FAR. Refer to Plan text for recommendations on options.

Fair Lakes is planned for development at the overlay level of .25 FAR and includes office, retail and hotel uses with housing as a major secondary land use. Fair Lakes has been developed with architectural excellence, preservation and enhancement of natural features, uniform signing, lighting and high quality landscaping and roadway entry treatments in order to achieve the overlay level. Primary office building concentration is oriented toward I-66, the Fairfax County Parkway, Fair Lakes Parkway and Fair Lakes Circle. Residential development includes high-quality design features, active recreation facilities, open space, and landscaping including street trees, site and building entry landscaping, and screening of community facilities. Impacts on residential neighborhoods adjacent to Fair Lakes are mitigated through buffering and compatibility with adjoining land uses. Regional-serving retail uses are located along Fair Lakes Parkway and consist of Fair Lakes Center and the Shoppes at Fair Lakes ("Shoppes"). Additional neighborhood-retail uses and department stores are located along I-66 and along the north side of Fair Lakes Parkway.

Vision for Fair Lakes

Since its initial development in 1984, the Fair Lakes area within Sub-unit E1 has evolved from its original vision as a suburban office park with less significant but supporting secondary uses to an area with a mixture of uses with significant office, residential and retail components that have an extensive network of trails, lakes, parks, plazas and treed areas. The retail uses and transportation infrastructure support residential and employment uses within Fair Lakes and well beyond. Options above the overlay level may be appropriate subject to the Design Guidelines set forth below. The following Development Options present an opportunity to transform some areas of Fair Lakes from an auto-oriented, suburban center to a more vibrant urban mix of uses with higher density concentrations of land use. Development under the following Development Options should contribute to a stronger sense of place within a pedestrian friendly environment through infill or redevelopment that is designed to be compatible with adjacent land uses with mitigation of negative impacts on the transportation network or community facilities.

Land uses for the following Development Options above an intensity of 0.25 FAR should be apportioned as follows:

- Up to an additional 230,000 SF of office and/or hotel use;
- Up to an additional 140,000 SF of retail use; and/or
- Up to an additional 700,000 SF of residential use.

In 2007, these Development Options above an intensity of 0.25 FAR were entitled on specific parcels in Fair Lakes. However, these Development Options may be developed on any parcel in Fair Lakes subsequent to zoning approval(s) that transfer such densities and uses provided the development proposals are consistent with the vision and Design Guidelines set forth below. Any modification to the entitlements should not exceed any of the established maximum land uses nor be consolidated into one single redevelopment area.

Implementation of any of the Development Options should strengthen the economic vitality and attractiveness of Fair Lakes, protect and strengthen the residential areas, and maintain the high development standards that preserve and enhance this area as a high quality destination in which to live, work, shop, visit and recreate. Any residential development will be deemed to be at the high end of the Plan density range for affordable housing calculations. Pad sites and drive-thru facilities are discouraged but may be considered if the site size and configuration is adequate to achieve safe pedestrian and vehicular circulation, and does not negatively affect pedestrian connectivity.

Sub-unit E1 consists of approximately ~~400~~530 acres. The vision for the Development Options in Sub-unit E1 are based on the development formats below:

1) Mixed-Use Development – Redevelopment consists of "mixed-use" with multiple uses integrated into one or more buildings that are located along and oriented toward street frontages, whose cumulative mass establishes an “urban” character. To accommodate this type of development, it may be necessary to redevelop existing parking lots and/or replace existing buildings. Parking should be structured and/or below-grade; however, limited amounts of surface parking where necessary may be appropriate. Where parking structures are visible, architectural

treatments should be used to minimize the visual impact on the surrounding uses. Walkable blocks should be created with buildings oriented toward street frontages with a significantly pedestrian-oriented configuration reflected by street level retail where possible, narrow streets (potentially including parallel parking), and public spaces (hardscape or softscape), and other design elements established in the Mixed-Use Performance Criteria.

2) In-Fill Development – Redevelopment that may be integrated with existing development with a single, stand-alone building. Although this development may typically be singular in use, a complementary relationship is expected with adjoining properties and surrounding neighborhoods; parking should be structured and/or below-grade; however, limited amounts of surface parking where necessary may be appropriate.

The location of the Development Options are not site-specific but are envisioned to occur in a number of sub-areas consistent with the Design Guidelines and the Fairfax Center Area Use-Specific Performance Criteria. These sub-areas are classified as Redevelopment, Opportunity, and Transitional Areas and are identified on Figure 13.

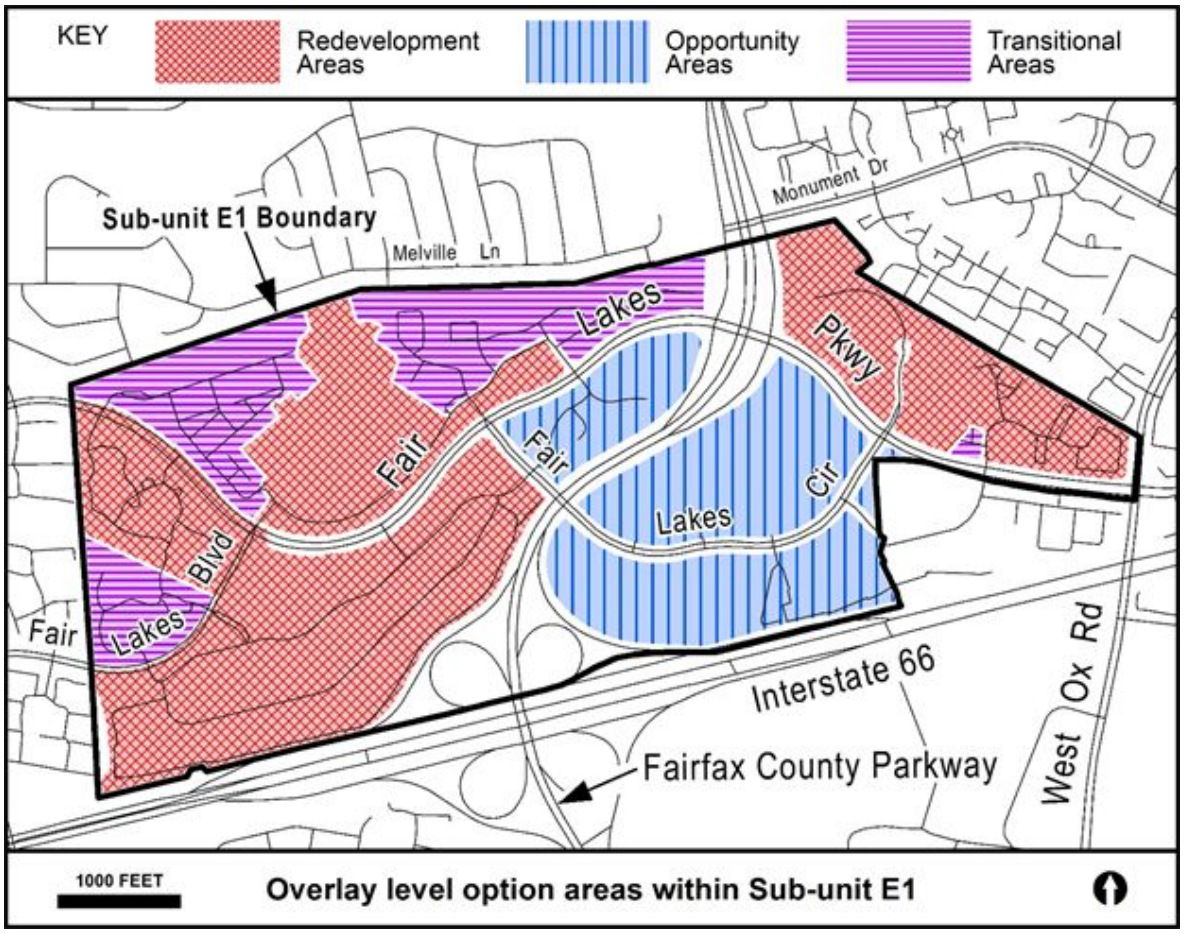



**FIGURE 13**

The Redevelopment Areas are those that are most likely to change and are primarily concentrated along Fair Lakes Parkway. These areas consist of existing office buildings, Fair Lakes Center, apartment complexes, and individual freestanding retail uses. Fair Lakes Center is a dominant focal point and is considered the "center" of Fair Lakes. Large parcels under single ownership, smaller and/or older buildings, and large expanses of parking lots characterize these Redevelopment Areas. They provide opportunities to establish a stronger image within Fair Lakes as a day-night activity center with a broader mix of uses such as, but not limited to, retail, office, hotel and/or mid- to high rise residential uses. Over time, the area is intended to transition into a more pedestrian-oriented district with a diverse mix of neighborhood and regional retail stores, jobs, and housing. Additionally, senior housing such as independent living and/or assisted living facilities may be appropriate. Infill development may also occur in these areas if it is demonstrated that infill development is appropriate in relation to existing uses, character, and location.

The Opportunity Areas represent developed areas consisting primarily of office uses, but include neighborhood retail uses (Shoppes), hotels, childcare, and restaurants. Market forces have increased development pressures and are encouraging a transition from a suburban mixed-use commercial center into a more urban-style regional mixed-use center. Over time, the Opportunity Areas should create a balanced environment through the creation of walkable neighborhoods where people can work, live, and play. New infill development and/or redevelopment is envisioned with the highest intensity concentrated around key intersections in these areas. These areas may include a mix of uses such as, but not limited to retail, office, residential, senior housing and hotel uses. Development within the Opportunity Areas will typically be single, stand-alone buildings that may include secondary uses.

The Transitional Areas represent primarily single family residential neighborhoods as well as the buffer area adjacent to the Greenbriar community that are not planned for redevelopment. These areas are not envisioned to change.

Any use proposing a redevelopment option should be designed so that it is compatible with adjacent properties in terms of use, building scale, design and height and satisfies the Design Guidelines below and the Use-Specific Performance Criteria for the Fairfax Center Area.

Design Guidelines

Development Options above the overlay level are only appropriate if the following Design Guidelines are met:

1. A pattern of land uses that promotes the stability of neighboring residential areas by establishing transitional areas that mitigate the impacts of more intense development is ensured;

2. Buffer areas that are adjacent to interchanges and to existing, stable residential neighborhoods surrounding Fair Lakes should remain. Any new development should be designed in a manner that is compatible with the adjacent development with buffers and screening where necessary to protect adjacent neighborhoods or less intense uses. Noise, glare and traffic intrusion should be kept at a minimum;

3. Development should be limited, to the extent feasible, to the redevelopment of existing structures, parking and/or utility/stormwater management areas;

4. Building heights should generally taper down to the adjacent residential neighborhoods to minimize visual impacts and shadows, but design elements such as buffer, hardscape, softscape and/or architectural details should be considered;

5. Landscaping within redevelopment areas should enhance their appearance and sense of place;

6. Landscape buffering should be provided between existing development and redevelopment areas to achieve visual separation between differing uses but integrate them experientially into the character of Fair Lakes as a whole;

7. All primary and secondary building facades for any new development should be designed in a way to promote pedestrian activity recognizing the automobile-orientation of the area. Parking for buildout of additional density in Fair Lakes Center should be provided in structures which should be wrapped, to the extent possible, with non-residential uses on the ground floor to encourage an active, walkable environment. Sidewalks should safely connect the development with surrounding uses. Pedestrian connections should include attractive pavement treatments, safe crossings and appropriate landscape features;

8. New development should be compatible with existing and/or planned surrounding land uses and well-integrated through pedestrian connections, landscaping and amenities;

9. High quality site and architectural design for buildings and parking structures should be provided;

10. Buffering and screening along adjacent roadways should be provided to mitigate the visual impact of existing retail uses on residential uses, where applicable. Substantial buffering and screening of any redevelopment from the Fairfax County Parkway and Fair Lakes Parkway, where applicable. Any new development should minimize the loss of mature trees located in existing buffer areas along public roads to the extent feasible;

11. Non-residential uses may be located on the ground floor of a predominantly residential structure to activate the streetscape;

12. Public pedestrian access should be provided to nearby lake(s) to allow future residents and visitors to benefit from these existing amenities for any development proposals located in close proximity to these areas; and

13. Design of the redevelopment in Fair Lakes Center should provide for the integration with surrounding large-scale and stand-alone retail uses.

Site Specific Development Options

In addition to land uses detailed under Development Options, described previously, additional Site Specific Development Options above the 0.25 FAR in Fair Lakes within Sub-unit E1 have already been entitled and include the following:

As an option at the overlay level, the redevelopment of the surface parking lot associated with Tax Map 55-2((1))9A may be appropriate for up to 100,000 SF of hotel or office uses provided that the following conditions are met:

- Amenities such as the inclusion of a restaurant or an indoor recreation facility should be provided if a hotel is constructed. If an office building or hotel is constructed, major or minor plazas, gathering spaces or other urban park features should be provided within or adjacent to the hotel or office use to promote activity between the existing office, hotel and residential uses;

- Pedestrian connections are established along Fair Lakes Circle to the east and west to existing retail areas;

- High quality site and architectural design for buildings and parking structures is provided, including compatibility with adjacent buildings; and

- Extensive landscaping should be provided, and any new development should minimize the loss of mature trees located in existing buffer areas along public roads.

As an option at the overlay level, Tax Map Parcels 55-2((1))6, 11A1 and 11B1 may be appropriate for up to 267,000 SF of office use, provided that the following conditions are met:

- Pedestrian connections are provided to the surrounding uses;

- Appropriate buffering and screening should be provided and impacts to existing buffer areas should be minimized. Any new development should minimize the loss of mature trees located in existing buffer areas along public roads;

- Development is well integrated with existing uses through pedestrian connections, landscaping, and amenities;

- High quality site and architectural design for buildings and parking structures is provided, including compatibility with adjacent buildings; and

- Provision of a centrally located, publicly accessible urban park or plaza with extensive landscaping.

Transportation

Transportation improvements should be provided to address potential impacts on internal roadway circulation patterns and access points associated with the Development Options above

the 0.25 FAR overlay level. If requested by the Fairfax County Department of Transportation, a transportation analysis should be provided to evaluate the potential impacts associated with the transfer of densities associated with the Development Options. Identified impacts from the proposed shift in land use on the transportation network, circulation and traffic operations should be mitigated to the satisfaction of ~~Fairfax County Department of Transportation~~the county.

Improved bus service should be considered as a TDM strategy for any new development. A safe and efficient pedestrian system should link the key areas in Fair Lakes to provide appropriate connections between office, retail, hotel and residential uses.

Vehicle and pedestrian circulation should be well integrated with existing uses, including convenient bus access.

Ensure pedestrian and bicycle links to surrounding uses and existing trail systems are provided in order to allow the movement of people on foot and bicycle across Fair Lakes, both as a quality of life feature and as way of enhancing the area's cohesiveness, sense of place, and recreational amenities. Pedestrian connections should include attractive pavement treatments, safe crossings, and appropriate landscape features.

Parks and Recreation

Identify and develop a safe pedestrian/bikeway trail connection from the Big Rocky Run Stream Valley Park to Fair Lakes Parkway near its westernmost intersection with Fair Lakes Circle.

Open space and recreation areas should be provided to help meet the recreation needs of residents and others. These should include features such as, but not limited to, urban parks, plazas, gathering spaces, courtyards, athletic courts, tot lots, special landscaping, street furniture and pedestrian amenities per the Urban Parks Framework.

Impacts on Park Authority resources for residential development should be offset through the provision of or contribution to active recreation facilities in the service area of the development."

**COMPREHENSIVE LAND USE PLAN MAP:**

The Comprehensive Land Use Plan Map will not change.

**TRANSPORTATION PLAN MAP:**

The Transportation Plan Map will not change.

Board Agenda Item
January 24, 2017

4:30 p.m.

Public Hearing to Lease County-Owned Property at 8350 Richmond Highway to T-Mobile Northeast LLC (Lee District)

ISSUE:
Public hearing to lease County-owned property to T-Mobile (T-Mobile) for the installation of telecommunications equipment for public use on the roof of the South County Center located at 8350 Richmond Highway.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to lease County-owned property at 8350 Richmond Highway to T-Mobile Northeast LLC.

TIMING:
On December 6, 2016, the Board authorized the advertisement of a public hearing on January 24, 2017, at 4:30 p.m. to lease County-owned property at 8350 Richmond Road to T-Mobile Northeast LLC.

BACKGROUND:
The Board of Supervisors is the owner of the South County Center located at 8350 Richmond Highway on a County-owned parcel identified as Tax Map Number 101-3 ((1)) 16A. The property is currently improved with a five-story, 160,000 square foot building that primarily operates as a social services facility (Building). AT&T, Sprint (Clear Wireless LLC) and Verizon Wireless currently have agreements for the use of space on the rooftop.

T-Mobile has submitted a proposal to the Facilities Management Department to locate nine panel antennas, one microwave dish, and one GPS antenna on the roof of the Building. Six of the panel antennas and the GPS antenna will be located on the screen wall that holds equipment from the other telecommunications providers. The leased area will comprise a ten foot by twenty foot (200 square feet total) equipment compound mounted to a steel platform on the roof and will be surrounded by an existing screen wall.

The remaining three antennas and the microwave dish will be placed on a new steel antenna roof mount situated at the north end of the building. The antennas will be screened by a ten-foot-high, three-sided wall made of a radio-frequency-friendly composite that will match the color and texture of the Building.

Staff negotiated proposed terms for a new agreement with T-Mobile in the form of a lease. The term of the lease is 5 years with five 5-year extensions. The lease fee will be

$24,000 for the first year with an annual increase of 3% thereafter. The lease requires T-Mobile to coordinate all site visits with security staff for the Building.

In anticipation of the execution of the proposed lease, Verizon Wireless concomitantly submitted its plans to the Planning Commission for a determination that the equipment is in substantial conformance with the recommendations of the Comprehensive Plan and confirmed that the facility should be considered a "feature shown," pursuant to Section 15.2-6409 of the *Code of Virginia*, as amended. The lease will be signed after the Planning Commission issues its approval.

Staff recommends that the Board authorize the staff to lease the County-owned property to T-Mobile, which will permit the co-location of its telecommunications equipment on the rooftop of the South County Center.

FISCAL IMPACT:
The proposed monopole license will generate approximately $24,000 in revenue the first year with a three percent (3%) increase each subsequent year. An administrative fee of $2,000 will be paid within thirty (30) days of execution of the lease. All revenue will be deposited in the general fund.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map 101-3 ((1)) 16A
Attachment 2 – Draft Lease Agreement

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

**ATTACHMENT 2**

# REAL PROPERTY DEED OF LEASE AGREEMENT

**SITE:** South County Building
8350 Richmond Highway
Alexandria, VA 22039
Site # WAC145D Fairfax South County Government Building
Tax Map # 1013 01 0016A

THIS REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease"), made and entered into this _____ day of _____ 2017, by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 herein referred to as "Lessor", and T-Mobile Northeast LLC, a Delaware limited 1iability company, with an address of 12920 SE 38th St., Attn: Prop Mgmt./Site 7WAC145D, Bellevue, WA 98006 herein referred to as "Lessee", and the parties mutually agree as follows:

## 1. LEASED PREMISES:

Lessor is the owner of the building being and situated in the County of Fairfax, Virginia, located at 8350 Richmond Highway, Alexandria, Virginia 22039, which is described on Exhibit A attached hereto and incorporated herein by reference ("the Building"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, in consideration of the payment of rentals and performance of the covenants and agreements herein mentioned, a portion of the roof of the Building for the installation and operation of a wireless telecommunications facility, including approximately two hundred (200) square feet of space for equipment cabinets, with location as shown on Exhibit B attached hereto and incorporated herein by reference and to be identified on the plans and specifications approved by Lessor in connection with Lessee's initial construction (the "Leased Premises"). Lessee intends to install on the Leased Premises an equipment pad, power and telephone utility pedestals, and cabinets and related cables and utility lines and a location based system, including, without limitation, coaxial cables, base units, and other associated equipment and radio transmitting and receiving equipment as listed in Section 10 in the Lease and in Exhibit B attached hereto and incorporated herein by reference and to be identified on the plans and specifications approved by Lessor in connection with Lessee's initial construction (the "Equipment"). Lessee accepts the Leased Premises "As Is" and Lessor shall have no obligation to improve or modify the Leased Premises in any manner whatsoever.

## 2. USE OF LEASED PREMISES:

Lessor leases to Lessee the Leased Premises, together with the right to use**,** temporarily, adjoining and adjacent portions of the general area surrounding the Building and the

Building's rooftop, without obstructing access to the parking area and without causing any landscaping damage to the Building, as may be designated by Lessor and agreed to in writing by both Lessor and Lessee, during the construction and installation of the Equipment upon the Leased Premises. Lessee shall use its best effort so as not to prevent access to parking areas during construction or maintenance of the Equipment upon the Leased Premises. Lessor further grants to Lessee, during the term of this Lease and any renewals thereof, a right of access to the Leased Premises, as further defined in Section 9 of this Lease, for the purposes of installing, servicing, repairing, maintaining and operating Lessee's Equipment at the Leased Premises.

Lessee shall have the further right, at no cost or expense to Lessor, to construct, erect, install, operate and maintain underground utility cables from the Leased Premises, over, across and through those portions of the Building reasonably agreed upon by Lessor and Lessee to the nearest available utility source. The foregoing shall be accomplished without interfering with the use or development of the Building by Lessor, and promptly upon completion of such construction, erection or installation Lessee shall, at its own cost and expense, repair any damage to the Building resulting from such construction, erection or installation. Lessor specifically reserves the right to develop the Building (exclusive of the Leased Premises) in any manner that does not cause undue interference to Lessee's use of the Leased Premises. Upon termination or expiration of this Lease, the Leased Premises shall be returned to Lessor, in accordance with the terms of Section 7 below, in the condition received by Lessee on the Commencement Date to the reasonable satisfaction of Lessor and which is free of any equipment, foundations, concrete mounting pads, grounding devices or utilities.

Except for the Leased Premises, Lessor reserves the right to continue all existing uses of the Building. Lessor further reserves the right to make or permit any such future additional use and to make or permit any use of the Building as Lessor deems appropriate, provided that Lessee's use of the Leased Premises and the operation of the Equipment are not unreasonably interfered with by such future additional use.

**3. TERM:**

(a) Subject to the terms and conditions of this Lease, the initial term of this Lease shall be five (5) years (the "Initial Term") commencing upon the earlier of (i) Lessee's commencement of construction of the Leased Premises or (ii) July 31, 2017 (the "Commencement Date"). Upon thirty (30) days written notice given by Lessee to Lessor, Lessee may terminate this Agreement if Lessee determines the Premises has become unsuitable for Lessee because (i) Lessee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined); (ii) a material change in government regulations makes it impractical or uneconomic for Lessee to continue to operate the Equipment; (iii) interference by or to Lessee's operation cannot be resolved; (iv) the Premises are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment to affect adversely Lessee's use of the Equipment. Notwithstanding the foregoing, Lessee shall give written notice to Lessor to terminate this Lease within ninety (90) days after the occurrence of any of the foregoing described events which is the basis of termination. "Governmental Approvals" shall include all of the certificates, permits and other

approvals that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Lessee to use of the Premises as set forth herein. In the event of termination for any reason, Lessor shall retain all rental and Lessee shall remain liable for rent until the date of termination of the Lease and until satisfaction of Lessee's obligations under this Lease.

(b) Provided that the Lessee does not breach any of the terms, conditions, covenants, representations or warranties set forth in this Lease, this Lease shall automatically renew subject to the provisions of this Paragraph for five (5) additional periods of five (5) years (each a "Renewal Term") upon the same terms and conditions contained herein; provided, however, that the annual lease fee provided for in Paragraph 4 shall be adjusted at the commencement of each Renewal Term as provided in Paragraph 4. The Lease hereby granted shall automatically renew for each Renewal Term unless, at least ninety (90) days prior to expiration of the then existing period, Lessee provides written notification to Lessor of its intention not to permit the Lease to renew. If Lessee provides Lessor with such notice, the option(s) remaining shall be rendered null and void and the Lease shall terminate at the end of the then current period. In addition, if as of ninety (90) days prior to expiration of the then current period Lessee has ceased using all of the Equipment located on the Leased Premises for a continuous period of at least one hundred twenty (120) days, Lessor may terminate this Lease at the expiration of the then current period by providing written notice of such termination to Lessee at least sixty (60) days prior to the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Agreement to the Term hereof shall include, where appropriate, all Renewal Terms so effected.

## 4. RENT AND SECURITY DEPOSIT

(a) Commencing upon the Commencement Date, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule:

| | |
|---|---|
| Year 1 | $ 24,000.00 |
| Year 2 | $ 24,720.00 |
| Year 3 | $ 25,461.60 |
| Year 4 | $ 26,225.45 |
| Year 5 | $ 27,012.21 |

(b) If the Lease is renewed for the first (1st) Renewal Term, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule, beginning on the fifth (5th) anniversary of the Commencement Date:

| | |
|---|---|
| Year 6 | $ 27,822.58 |
| Year 7 | $ 28,657.26 |
| Year 8 | $ 29,516.97 |
| Year 9 | $ 30,402.48 |
| Year 10 | $ 31,314.56 |

(c) If the Lease is renewed for the second (2nd) Renewal Term, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule, beginning on the tenth (10th) anniversary of the Commencement Date:

| | |
|---|---|
| Year 11 | $ 32,253.99 |
| Year 12 | $ 33,221.61 |
| Year 13 | $ 34,218.26 |
| Year 14 | $ 35,244.81 |
| Year 15 | $ 36,302.15 |

(d) If the Lease is renewed for the third (3rd) Renewal Term, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule, beginning on the fifteenth (15th) anniversary of the Commencement Date:

| | |
|---|---|
| Year 16 | $ 37,391.22 |

| | |
|---|---|
| Year 17 | $ 38,512.95 |
| Year 18 | $ 39,668.34 |
| Year 19 | $ 40,858.39 |
| Year 20 | $ 42,084.15 |

(e) If the Lease is renewed for the fourth (4th) Renewal Term, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule, beginning on the twentieth (20th) anniversary of the Commencement Date:

| | |
|---|---|
| Year 21 | $ 43,346.67 |
| Year 22 | $ 44,647.07 |
| Year 23 | $ 45,986.48 |
| Year 24 | $ 47,366.08 |
| Year 25 | $ 48,787.06 |

(f) If the Lease is renewed for the fifth (5th) Renewal Term, Lessee shall pay to Lessor a non-refundable annual rental fee in accordance with the following schedule, beginning on the twenty-fifth (25th) anniversary of the Commencement Date:

| | |
|---|---|
| Year 26 | $ 50,250.67 |
| Year 27 | $ 51,758.19 |
| Year 28 | $ 53,310.94 |
| Year 29 | $ 54,910.26 |

| | |
|---|---|
| Year 30 | $ 56,557.57 |

(g) The first annual rental fee shall be due and payable in one full payment within thirty (30) days of the Commencement Date without notice, demand, deduction or setoff. The annual rental fee hereinafter shall be due on or before the anniversary of the Commencement Date. If Lessee fails to pay any installment of rental fees by the fifth ($5^{th}$) day of the month in which it is due, Lessee shall also pay to Lessor a late fee equal to five percent (5%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Lessee shall pay Lessor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Lessor. If at the time of assessing any late fee, the applicable interest rate exceeds that which Lessor may lawfully assess, the interest rate for that late fee shall be the maximum that the Lessor may lawfully assess.

(h) Lessee and Lessor agree that Lessee shall not permit any other carriers on the Premises nor shall it transmit any other carrier's signal from the Premises.

(i) Lessee agrees to pay a security deposit to the Lessor in the amount of Three Thousand Six Hundred and 00/100 Dollars ($3,600.00 and shall deposit with Lessor within twenty (20) days after the Commencement Date of this Agreement ("Security Deposit"). This Security Deposit shall be held in a non-interest bearing account by the Lessor and shall be returned to Lessee at the termination of the Lease, provided the Lessee has performed all obligations under this Agreement through the date of termination. It is agreed that in the event Lessee defaults with respect to any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which the Lessee is in default or for any sum in which the Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-letting of the Leased Premises, whether such damage or deficiency occurred before or after summary proceedings or other re-entry by Lessor, without waiving any other remedies Lessor may have hereunder. In the event that Lessee does not remove all of the Equipment from the Premises as set forth in Paragraph 7 of this Agreement, Lessor may apply all or any portion of the Security Deposit to the costs incurred by Lessor in removing the Equipment.

## 5. ADMINISTRATIVE FEE

Lessee shall pay Lessor's reasonable administrative fees for preparing, reviewing and negotiating this Agreement in the sum of Two Thousand and 00/100ths Dollars ($2,000.00), which shall be due and payable within thirty (30) days of the date of execution of this Agreement.

## 6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection and consumption use of any utilities in connection with Lessee's construction, installation, operation and maintenance of the Equipment and the Leased Premises including, without limitation, any electric consumption by its Equipment and Lessee agrees to pay all costs for service and installation of a separate electric meter directly to the local utility company. Lessee shall be responsible for obtaining any approvals, permits or authorization required for such utilities and Lessor shall not be liable for any failure to furnish or for any interruption of utility services.

It is acknowledged that Lessor is a political subdivision of the Commonwealth of Virginia and is therefore exempt from taxation. Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Equipment owned by Lessee or allocated (on a pro rata basis) to the Leased Premises by the applicable taxing authority, including but not limited to any sales and property taxes, provided that Lessee be permitted to challenge the appropriate tax authority regarding any and all taxes or assessments against the Equipment. During the Lease Term, Lessee shall be responsible for the payment of all taxes levied upon the Equipment on the Leased Premises.

Lessee shall at all times during the Lease Term, at its own expense, maintain the Equipment/Leased Premises in proper operating condition and maintain same in satisfactory condition as to safety and will repair any damage caused by any waste, misuse or neglect by Lessee, its agents, servants or invitees. Lessee shall keep the Leased Premises free of debris at all times.

## 7. REMOVAL OF IMPROVEMENTS:

Upon expiration or termination of this Lease at any time, Lessee shall, within one hundred twenty (120) days from such termination and at its own expense, be responsible for the removal and dismantling of any and all Lessee's Equipment and Lessee shall be responsible for restoring the Leased Premises and any other portion of the Building which has been damaged, modified, or altered by or on behalf of Lessee, or Lessee's subleases, its employees, agents, business invitees, licensees, customers, clients, family members, guests, or trespassers to the condition that existed on the Commencement Date, at Lessee's sole cost and expense, reasonable wear and tear excepted.

## 8. FCC REGULATION:

Lessor acknowledges that Lessee's Equipment will be used directly and exclusively in rendering a service subject to the jurisdiction of the FCC and that Lessee's service and its Equipment may not be intentionally disconnected, terminated or interrupted in any manner without the approval of the FCC prior to any disconnection, termination or interruption. Lessor covenants and agrees that Lessor will not do any act or omit to do any act in violation of the terms of this Lease which would cause, directly or indirectly, any such disconnection,

termination or interruption and that Lessor covenants and agrees Lessor will not do any act or omit to do any act in violation of the terms of this Lease which would cause, directly or indirectly, the disconnection or termination of electrical service to Lessee's Equipment.

**9. ACCESS:**

Lessor agrees, provided appropriate security measures are followed, that Lessee shall have a non-exclusive license for ingress and egress to the Leased Premises for the purpose of constructing, installing, operating and maintaining the Equipment, and during the continuation of this Lease, and any renewals thereof, ingress and egress is hereby granted to Lessee during normal business hours Monday thru Friday 8:00 a.m. – 5:00 p.m., and after hours for emergencies. Lessee needs to make prior arrangements with Lessor for the purposes of maintenance and repair of Lessee's Equipment. In the case of an emergency, Lessee shall contact Lessor's manager for the South County Building at 703-246-2973 who will provide access to the site. It is agreed, however, that only contractors, subcontractors, agents of Lessee, agents of Lessor, FCC Inspectors and persons under their direct supervision will be permitted to enter the Leased Premises. Security access procedures are subject to change as deemed necessary by Lessor to implement Fairfax County security procedures.

**10. CONSTRUCTION BY LESSEE:**

(a) After obtaining the necessary permits and approvals therefore, Lessee, at its sole cost and expense, shall construct, operate and maintain the Equipment shown on Exhibit B.

**Area: Approximately 200 square feet in accordance with Exhibit B**

**Panel Antennas: 9 Antennas (3 per sector)**

Lessee states that the facility will be designed and constructed in accordance with the Fairfax County Zoning Ordinance and Comprehensive Plan as to size, quality, color, and material. Any alteration or replacements to the Leased Premises or enhance and upgrades to the Equipment by Lessee shall be subject to prior written approval of the Lessor as set forth below. No consent is required for any repair or replacement of Lessee's Equipment with Equipment that is substantially similar in size, weight and dimensions of the Equipment being replaced, provided that for any such repair or replacement Lessee shall give Lessor not less than ten (10) days prior written notice (except in the case of an emergency, in which case Lessee shall provide written notice promptly and not more than ten (10) days after such repair or replacement has been made). Construction, installation, alterations, replacements, enhancements, and/or upgrades requiring Lessor consent shall be subject to an independent assessment of the Lessee's plans by Lessor's Architectural/Engineering review at the sole, reasonable expense of the Lessee. Should said review require changes to preserve the integrity of the Lessor's Building and/or roof, and should the changes require further review by applicable authorities, such review shall be at the sole expense of the Lessee.

Lessee shall: (i) perform such construction in a safe manner consistent with generally accepted construction standards; (ii) perform such construction and work in such a way as to not interfere with or otherwise adversely affect the electrical, mechanical, structural, life safety or other building systems of the Building or the use and enjoyment thereof by Lessor, or other lessees and other occupants of the Building and (iii) promptly repair any damage to the Building caused by Lessee, or Lessee's subleases, its employees, contractors, agents, business invitees, customers, clients, family members, guests, or trespassers.

(b) Construction, installation, alteration and/or replacement of the Equipment and all antennas (collectively "Equipment") on the Leased Premises shall be in accordance with the plans, drawings and specifications prepared and provided by Lessee for Lessor's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The documents provided by Lessee to Lessor shall include, but not be limited to, (i) a set of construction plans certified by a professional engineer satisfactory to Lessor which states the construction and/or installation will be in compliance with all applicable laws, rules and regulations, (ii) a structural analysis report signed and stamped by a certified structural engineer affirming that any proposed construction, installation, alteration and/or replacement of or to the Building will sustain the loads required by the equipment to be installed upon it, (iii) copies of all approved permits and governmental approvals, and (iv) approved Department of Planning and Zoning 2232 and 6409 Application (or status letter) or administrative review (collectively "Lessee's Plans"). After Lessee's submission of the Lessee's Plans, Lessor shall notify Lessee within fifteen (15) business days whether it deems the Lessee's Plans to be satisfactory. It is understood that Lessor may submit all plans to an independent firm or to its staff to perform a technical assessment of the proposed Lessee's Plans, including any potential impacts to the Building. Lessor shall have the option to require reasonable Building upgrades at Lessee's expense to accomodate Lessee's improvements based on the technical assessment as a condition of approval of Lessee's Plans or alternatively Lessor may determine that Lessee's Plans are unsatisfactory. Should the Lessor determine the Lessee's Plans are unsatisfactory, Lessee shall revise the Lessee's Plans to remedy the defects noted by Lessor and re-submit the Lessee's Plans for Lessor's review pursuant to this paragraph.

(c) The Lessee's Plans will not be considered approved until Lessor signs a "Consent to Lessee's Plans". Lessee agrees that no construction, installation and/or modification to the Equipment will be performed until Lessor provides a signed Consent to Lessee's Plans letter.

(d) All construction, installation, use and operation of the Equipment by Lessee shall comply with all applicable rules and regulations of the FCC and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning, zoning, building and electrical codes of Fairfax County Virginia. Lessee has the responsibility of carrying out the terms of its FCC license. Lessee, at its sole costs and expense, shall secure necessary permits and approvals required to permit the construction and operation of the Equipment. Lessor agrees to cooperate with Lessee as is reasonably possible in any necessary applications

or submissions required to permit construction and operation of Lessee's Equipment as described herein, provided that Lessor shall be reimbursed for all expenses incurred in providing such cooperation, and provided also that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

(e) Lessee further covenants that Lessee's Equipment, and the construction, installation, maintenance, operation and removal thereof, will in no way damage Lessor's property or interfere with the use of the Building by Lessor (subject to the rights expressly granted to Lessee pursuant to this Lease) or with any of the equipment or structures located within or on the Building. Lessee agrees to repair any damage caused to the Building, equipment or structures by such installation, maintenance, operation or removal within thirty (30) days and shall be responsible for the payment of any costs incurred therefore and in default thereof, Lessor may, at its option, effect said repairs at Lessee's sole cost and expense.

## 11. VARIANCE, PERMITS AND SITE SPECIFICATIONS:

Lessee shall comply with all zoning and other ordinance requirements. In addition, it is understood and agreed by the parties that Lessee's ability to use the Leased Premises is contingent upon its obtaining, after execution of this Lease, all of the certificates, permits (including a Non Residential Use Permit) and other approvals that may be required by federal, state or local authorities which will permit Lessee use of the Leased Premises as set forth in such certificates, permits and approvals, which shall be obtained at Lessee's sole expense.

Lessor will cooperate as reasonably as possible with Lessee, at Lessee's sole cost and expense, in its effort to obtain such approvals; provided that such cooperation does not affect Lessor in its regulatory or legislative functions. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or terminated by an authorized governmental authority so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, Lessee shall have the right to terminate this Lease in accordance with Paragraph 3(a).

## 12. FEASIBILITY:

Prior to the Commencement Date of this Lease, Lessee shall have full access to the Leased Premises with prior notice to Lessor for the purposes of undertaking any necessary tests, studies and inspections relating to Lessee's proposed use of the Leased Premises and at such times Lessor and Lessee mutually agree. In the event Lessee terminates this Lease pursuant to Section 3(a) hereinabove, Lessee agrees that it shall, within one hundred twenty (120) days from the date of termination, restore the Leased Premises and such other portions of the Building that have been damaged, modified or altered by or on behalf of Lessee, its employees, business invitees, licensees, customers, clients, family members, guest or trespassers to the condition that existed on the Commencement Date, at Lessee's sole cost and expense, reasonable wear and tear excepted.

## 13. INTERFERENCE:

Lessee agrees not to permit any use of the Equipment after the Commencement Date that will interfere with Lessor's operations or use of the Building.

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment Lessor's property. In the event Lessee's Equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within twenty-four (24) hours of receipt of written notice from the Lessor and if the interference is not corrected within five (5) business days of receipt of notification, then Lessee shall immediately turn off the Equipment causing such interference until the Equipment can be repaired or replaced, provided that Lessee shall be allowed to test the Equipment causing the interference on an intermittent basis in its efforts to eliminate the interference.

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment previously existing on Lessor's property as of the execution date of this Lease. In the event Lessee's Equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within twenty-four (24) hours of receipt of written notice from Lessor and if the interference is not corrected within five (5) business days of receipt of notification (or such time as may reasonably be required with exercise of the due diligence provided such repairs are begun within said five (5) business days), the Equipment causing such interference shall be immediately turned off until the Equipment causing such interference can be repaired or replaced, provided that Lessee shall be allowed to test the Equipment causing the interference on an intermittent basis in its efforts to eliminate the interference. It is further agreed that Lessor will not grant a future lease or license to any party which would cause interference with Lessee's communication system, and future leases or licenses that are granted shall contain similar provisions preventing the lessee or licensee from interfering with previously existing lessees and licensees. In the event that a current or future lessee or licensee of Lessor causes interference with Lessee's communication system, Lessor will take reasonable measures to promptly eliminate said interference. The parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either party may seek equitable remedies, such as, without limitation, injunctive relief and specific performance.

**14. DEFAULT:**

If Lessee shall fail to pay when due any of the installments of the rental fee provided for herein or any other sum accruing pursuant to the terms of this Lease, and such failure shall continue for fifteen (15) business days after written notice from Lessor, or if Lessee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of rental fee installments, and such failure shall continue for thirty (30) days after written notice from Lessor, or if a petition in bankruptcy shall be filed by or against Lessee, or

if Lessee shall be adjudicated insolvent, or if Lessee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Lessee's business, then Lessee shall be considered to have caused an event of default ("Default") hereunder, Lessee's right to possession shall thereupon end and Lessor may elect to terminate this Agreement at its sole discretion and pursue its remedies hereunder, at law or in equity.

The failure of Lessor in case of a breach of this Lease to enforce its rights under this Section or any other Section of this Lease shall not be deemed a waiver of any breach of this Lease. In the absence of written notice of consent, any such breach shall be deemed continuing.

In the event of termination for Default, Lessee shall remain liable for all its obligations under this Lease, and for such actual losses or damages as the Lessor may sustain as a result of Lessee's breach thereof, which together with reasonable attorney's fees shall be considered payable as rent hereunder. If Lessor files an action to enforce any agreement contained in this Lease or for breach of any covenant or condition, Lessee shall pay Lessor's reasonable attorney's fees.

The fact that Lessee may cease using its Equipment at the Leased Premises for a period of time shall not constitute a default of this Lease nor operate as an abandonment of the Leased Premises. However, Lessee's renewal options remain subject to Section 3(b) of this Lease.

**15. INSURANCE:**

Liability For Damage To Personal Property: All personal property of the Lessee, its employees, agents, contractors, business invitees, licensees, clients, or guests, in and on said Leased Premises, shall be and remain at the sole risk of the Lessee, and Lessor 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, nor shall the Lessor be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes

Lessee shall acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Lessee's use thereof. Insurance shall provide coverage of at least Two Million Dollars ($2,000,000) combined single limit for both bodily injury and property damage, shall include Lessor as an additional insured, and shall provide that it may not be canceled without at least thirty (30) days prior written notice to Lessor, and shall otherwise be reasonably satisfactory to Lessor. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company licensed in the Commonwealth of Virginia and shall have a general policyholder's rating of at least A and a Financial rating of at least VIII in the current edition of Best's Insurance Reports. Lessee shall provide Lessor an original certificate evidencing such insurance upon (i) the Commencement Date of the term of this Agreement, (ii) each anniversary of the

Commencement Date, and (iii) at any other time during the term of this Agreement upon the request of the Lessor.

Lessee will not do anything or permit anything to be done or any hazardous condition to ("Increased Risk") which shall invalidate or cause the cancellation of property insurance policies carried by Lessor. If Lessee does or permits any Increased Risk which causes an increase in the cost of property insurance policies, then Lessee shall reimburse Lessor for additional premiums attributable to any act, omission or operation of Lessee causing the increase in the premiums, but only after receiving written confirmation from Lessor's property insurers that said increase is due solely Lessee's operations.

## 16. INDEMNIFICATION

Except to the extent due solely to Lessor's negligence or willful misconduct, Lessee indemnifies and holds Lessor and its agents, employees, volunteers, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorney's fees and costs of defense, arising from (i) the condition of the Equipment; (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Lessee or the Lessee's agents, contractors, employees or invitees; (iii) any default or Event of Default (as defined below) by Lessee under this Agreement; and (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Lessee or any of Lessee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, directors, agents, and all employees and volunteers from any and all claims for bodily injury, death, personal injury, theft, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any claims or suits that result from the errors, omissions, or negligent or willful acts of the Lessee and its subcontractors and each of their agents and employees or invitees.

## 17. LIENS:

Lessee shall promptly pay for all work, labor, services or material supplied by or on behalf of Lessee at the Premises or in connection with the Equipment. If any mechanics' or materialmen's liens shall be filed affecting the Building, Lessee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof.

## 18. COMPLIANCE WITH LAWS

Lessee shall, at is expense, throughout the term of this Lease, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Equipment in

compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the Federal Aviation Administration, Federal Communications Commission, health, safety, environment or land use. In the event of Lessee's failure to comply with this paragraph, Lessor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Lessee shall immediately reimburse Lessor for all costs and expenses incurred thereby.

## 19. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to Lessor that (i) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Agreement, (iii) the person executing this Agreement on its behalf has been duly authorized to do so, and (iv) that it has not dealt with, nor is any brokerage commission due to, any broker in connection with this Agreement.

## 20. TERMINATION:

Upon the expiration or earlier termination of this Lease, Lessee shall remove the Equipment and any foundation from the Leased Premises as provided in Paragraph 7 of this Lease, and shall repair any damage to the Leased Premises and associated public utility areas caused by the installation, operation or removal of the Equipment. If Lessee remains on the premises more than sixty (60) days after the expiration or termination of this Agreement, Lessee shall pay to Lessor for such holding over a rental fee per month equal to 10% of the annual installment of the rental fee which accrued during the immediately preceding term. The rental fee for such holding over shall remain in effect until Lessee removes the Equipment. If the Equipment is not removed within one hundred twenty (120) days after expiration or earlier termination of this Agreement, Lessor shall at its option complete the removal and restoration at the Lessee's expense. Acceptance of the rental fees upon termination shall not be a waiver by Lessor of any of its other remedies at law or in equity. Paragraphs 16, 17, 29 and 30 of this Agreement shall survive termination of this Agreement.

## 21. NO PARTNERSHIP:

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

## 22. AUTHORIZED REPRESENTATIVE:

(a) Lessee and Lessor shall provide the names, titles, email addresses and direct telephone numbers of their qualified individuals employed by Lessor and Lessee (**"Authorized Representatives"**) who can, from time-to-time, and as needed, answer questions and assist in any accounting discrepancies. The Authorized Representative is:

LESSOR:

| | |
|---|---|
| Name: | Mike Lambert |
| Title: | Assistant Director, Real Estate Services |
| Email Address: | Michael.lambert@fairfaxcounty.gov |
| Direct Phone Line: | 703-324-2825 |

LESSEE:

| | |
|---|---|
| Name: | Property Manager |
| Email Address: | propertymanagement@t-mobile.com |
| Direct Phone Line: | 877-373-0093 |

**23. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by Certified Mail, postage prepaid or by a reliable overnight courier, and addressed to the Lessor as follows:

Fairfax County
Facilities Management Department
Attn: Assistant Director, Real Estate Services
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035
Attn: Leasing Manager

and to the Lessee as follows:

T-Mobile Northeast LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Manager/Site 7WAC145D

Notice shall be deemed given upon delivery or refusal to accept delivery. Either party may change its address or any address for copies by giving ten (10) days prior written notice of such change in the manner described above.

**24. ASSIGNMENT OR SUBLETTING:**

Lessee may, upon notice to Lessor, assign or sublease this Lease or any interest herein to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment or sublease shall not release Lessee from its obligation hereunder. Lessee shall submit any requests for any requested consents of Lessor at least sixty (60) days before any proposed assignment of this Lease. Upon assignment, Lessee shall furnish to the Lessor six (6) 8 ½" x 11" colored photographs of the existing conditions and six (6) 8 ½"x 11" colored photographs of the assignee's telecommunications Equipment. Photographs will show all Equipment. No other parties are permitted use of the Leased Premises without written permission of Lessor. Furthermore, no other party's equipment shall be permitted at the Leased Premises without permission of Lessor.

**25. INSPECTIONS:**

Lessee shall allow Lessor or its agent, upon prior notification to Lessee, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere with Lessee's use of the Equipment for the purpose of inspecting the Leased Premises. At its option, Lessee may have a representative present during the inspection provided such inspection is not delayed or hindered. Lessor's right to enter the Leased Premises shall be immediate in the event of an emergency.

**26. QUIET ENJOYMENT:**

Lessee shall be entitled to use and occupy the Leased Premises during the Lease Term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

**27. CONDEMNATION:**

If all or any part of the Leased Premises or if all or any part of the Building or access right of way to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Leased Premises unusable for its intended purpose hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Leased Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

**28. SALE, MORTGAGE, OWNERSHIP OF PARCEL:**

Lessor covenants that Lessor is seized of good and sufficient title and interest to the parcel and has full authority to enter into and execute this Lease.

At Lessor's option this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Leased Premises or right of way thereto; provided, however, every such mortgage holder shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the parcel is encumbered by a mortgage, Lessor, immediately after this option is exercised, will obtain and furnish to Lessee a non-disturbance instrument for each such mortgage in recordable form.

**29. HAZARDOUS SUBSTANCES:**

Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the improvements and Equipment being installed on the Leased Premises by the Lessee.

Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Leased Premises by Lessee if such cure or repair is required by any regulatory or governmental authority.

Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the premises in violation of any law or regulation. Lessee will not permit any third party under Lessee's supervision or on the Leased Premises with Lessee's permission to use, generate, store or dispose of any Hazardous Material on, under, about or within the Leased Premises in violation of any law or regulation. Likewise, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Building in violation of any law or regulation. Lessor will not knowingly permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Building in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation . This paragraph shall survive the termination of this Lease.

**30. GOVERNING LAW:**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Virginia, disregarding those laws pertaining to conflicts of law. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall

be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

## 31. MISCELLANEOUS:

This Lease plus Exhibit A and Exhibit B contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease, which shall remain in full force and effect. Lessor and Lessee agree to execute any additional documents necessary to further implement the purpose and intent of this Lease.

## 32. CONFORMITY TO BOARD POLICY:

If at any time during the Lease Term, the Board of Supervisors of Fairfax County adopts any policy that is inconsistent with any provision of this Lease, provided that such policy is operational or procedural in nature, the Lessor and Lessee each agree that they will execute an amendment to this Lease which incorporates said change in policy. In no event shall Lessee be required by this paragraph to agree to or incorporate any changes in policy that affect Lessee's rights under this Lease with reference to the Initial Term and any Renewal Terms, the Basic Rent and any escalation thereof, sharing of revenue from any subleases, the agreed specifications and description of the Equipment mounted and installed, and all other primarily economic terms of this Lease. In addition, in no event shall Lessee be required by this paragraph to agree to or incorporate any changes in policy if the quality of Lessee's Equipment transmissions or receptions, or Lessee's operation of its Equipment, could be diminished, impaired or incapacitated as a result thereof.

## 33. LESSOR LIEN RIGHTS:

Lessor shall retain all lien rights and shall enjoy all rights and remedies under the Lease or available to it by statute, at law or in equity, but such liens, rights, and remedies relating to Lessee's Equipment are and shall be subordinate to the liens, rights, and remedies of Lessee's Equipment lessors and any of Lessee's secured parties under any Equipment financing arrangements ("Secured Parties"). Notwithstanding anything to the contrary herein, Lessor does not waive, relinquish or subordinate any other liens, rights or remedies that Lessor may now have, or shall ever enjoy, as a judgment creditor or otherwise available to Lessor under the Lease, by statute, at law or in equity. Subject to the foregoing, Lessor gives Lessee, its Equipment lessors and Lessee's Secured Parties the right to remove all or any portion of the Equipment upon such date and times as shall be agreed upon by the Lessee, Lessor, Lessee's Equipment lessors and any Secured Parties , such that Lessee, any Equipment lessor and any Secured Parties do not interfere with the operations of, in or on the property or Building, whether before or after a default under this Lease. Lessee, Lessee's Equipment lessors and Secured Parties shall be responsible for repair of any damage caused to the property or Building by removal of Lessee's Equipment and shall be responsible for the payment of any costs incurred by Lessor therefore.

## 34. TECHNOLOGICAL TERMINATION:

Notwithstanding anything to the contrary contained herein, Lessee may terminate this Lease upon thirty (30) days' written notice to Lessor if Lessee determines that the property, the Building or the Leased Premises are inappropriate or unnecessary for Lessees's operations for technological reasons. Lessee shall remove all of its antennas and equipment installed on the Leased Premises upon such date and times as shall be agreed upon by the Lessee and Lessor such that Lessee does not interfere with the operations of, in or on the property or Building and no later than one hundred twenty (120) days following the date of termination in accordance with Sections 2 and 7 of this Lease.

## 35. SPECIAL PROVISIONS RELATING TO THE EQUIPMENT:

Without limiting any provision of this Lease, the following provisions of this section shall apply specifically to the use, operation and maintenance of the Equipment, including antennas installed by Lessee:

(a) Subject to the terms and conditions of this Lease, the Equipment shall be used, operated, repaired, replaced and maintained solely on the rooftop portions of the Leased Premises and solely at the expense of Lessee. Lessee shall promptly and diligently respond to any request by Lessor for any such maintenance or repair. Lessee shall coordinate any repair, replacement or installation activities (collectively, "Activities") with respect to the Equipment with Lessor, giving Lessor reasonable notice of the date and time thereof. Lessee may, subject to the prior written approval of Lessor, replace Equipment within the Leased Premises in accordance with the approved plans and further provided, that in no event shall Lessee be permitted to (i) replace all or any of the antennas with a larger antenna; (ii) replace all or any of the Equipment if the weight of Lessee's Equipment increases as a result of such change; (iii) increase the number of antennas or (iii) operate the Equipment other than for the purposes set forth herein, unless specifically agreed to by a separate written agreement signed by Lessor and Lessee. Lessee will, at all times in connection with Lessee's installation, use, operation and maintenance of the the Equipment, comply with all laws, including applicable building and fire codes, and will particularly comply with all applicable requirements of the Federal Aviation Administration and the Federal Communications Commission in respect thereof. In connection with the foregoing, Lessee, at Lessee's own cost, shall be obligated to secure and obtain (or maintain, as the case may be) all required permits, approvals and licenses (collectively, the "Permits") for or with respect to the operation of the the Equipment by Lessee, and the Activities undertaken in connection therewith, prior to the commencement thereof, and Lessee shall be obligated to keep in force and renew all Permits before the same, or any of them, shall expire. The parties hereto agree that Lessee's use of the Leased Premises is contingent upon Lessee obtaining, at its sole cost and expense, after execution of this Lease, all certificates, permits and other approvals that may be required by applicable federal, state or local authorities which will permit Lessee to use the Leased Premises for the purpose agreed upon herein. In the event any application should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, revoked, rescinded or lapses, or is not renewed, for any

reason such that Lessee is no longer authorized to use the Leased Premises for the purpose agreed to herein, Lessee shall have the right to terminate this Agreement in accordance with Section 3(a) herein.

(b) Lessee shall keep the Leased Premises, as well as the Equipment, in a good and safe order and condition.

(c) The Equipment shall be used solely for the purpose described in this Lease.

(d) It is expressly understood and acknowledged that the installation and placement of the Equipment from both an aesthetic and an engineering standpoint, is of substantial importance to Lessor. No variation from the installation and placement of the Equipment as set forth in the approved plans will be permitted without the prior written approval of Lessor.

(Signatures can be found on the following page)

In WITNESS WHEREOF, the parties hereto execute this Real Property Deed of Lease Agreement on the dates indicated.

LESSOR: THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA

_____

By: David J. Molchany
Its: Deputy County Executive

Date:_____

LESSEE: T-MOBILE NORTHEAST LLC

_____

By: _____

Its: _____

Date:_____

# EXHIBIT A

Building Address: 8350 Richmond Hwy., Alexandria, VA 22309

(Legal Description)

Being all Parcel 'A', South County Center by deed recorded in Deed Book 11598 at Page 520 among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the eastern right-of-way line of Buckman Road, Route 836 (60 feet wide) said point also being the southeast corner of Parcel A, Chateauneuf, being the property of Chateauneuf Homeowners Association (Deed Book 3434, Page 494) thence leaving said right-of-way and running with the Southern line of the Chateauneuf Subdivision the following two (2) courses and distances:

1. North 79°14'41" East, 299.49 feet to a point; thence

2. North 78°41'13" East, 299.66 feet to an iron pipe found (held); thence leaving the southern property line of the Chateauneuf Subdivision and running with the western property line of the Blas G. Garcia Subdivision

3. South 33°33'55" East, 207.51 feet to an iron pipe found (held); thence leaving the western property line of the Blas G. Garcia Subdivision and

running with the northern property line of the property of Hong/Kang (Deed Book 5665, Page 1629) and Benson (Deed Book 4425, Page 714) the following two (2) courses and distances

4. South 55°52'03" West, 246.00 feet to an iron pipe found (held); thence

5. South 33°33'55" East, 125.00 feet to a point on the northerly right-of-way line of Richmond Highway, Route 1 (width varies); thence leaving the aforementioned line of Benson and running with the northern right-of-way line of Richmond Highway, Route 1 the following two (2) courses and distances

6. South 55°52'03" West, 460.31 feet to a point; thence

7. North 29°42'57" West, 3.01 feet to a point; thence

8. South 55°52'03" West, 165.30 feet to a point; thence

9. South 29°42'57" East, 3.01 feet to a point; thence

10. South 55°52'03" West, 211.42 feet to a point, said point being on the northern line of the property of Tonizzo (Deed Book 11013, Page 16); thence leaving the right-of-way line of Richmond Highway, Route 1 and running with the northern property line of Tonizzo

11. North 34°07'57" West, 112.33 feet to a point of curvature (Non-tangent) on the eastern right-of-way line of Buckman Road, Route 836 (60 feet wide); thence leaving the northern property line of Tonizzo and running with the eastern right-of-way line of Buckman Road, Route 836 the

following four (4) courses and distances

12. 31.47 feet along the arc of a curve to the left having a radius of 280.00 feet and a chord bearing and distance of North 24°41 '36" East, 31.45 feet to a point; thence

13. North 21°28'26" East, 79.45 feet to a point of curvature (tangent); thence

14. 37.93 feet along the arc of a curve to the left having a radius of 280.00 feet and a chord bearing and distance of North 17°35'35" East, 37.90 feet to a point; thence

15. North 13°42'45" East, 151.43 feet to a point, said point being on the southern property line of Kinder Care Learning Centers, Inc. (Deed Book 6058, Page 1057); thence leaving the eastern right-of-way line of Buckman Road, Route 836 and running with the property line of Kinder Care Learning Centers the following three (3) courses and distances

16. South 29°42'57" East, 124.33 feet to a point; thence

17. North 55°58'20" East, 165.40 feet to a point; thence

18. North 29°42'57" West, 286.01 feet to a rebar found, said point being on the eastern right-of-way line of Buckman Road, Route 836; thence leaving the property line of Kinder Care Learning Centers, Inc. and running with the eastern right-of-way line of Buckman Road, Route 836 the following three (3) courses and distances

19. North 13°42'45" East, 115.12 feet to apoint of curvature (tangent); thence

20. 41.42 feet along the arc of a curve to the right having a radius of 470.00 feet and a chord bearing and distance of North 16°14'13" East 41.40 feet to a point; thence

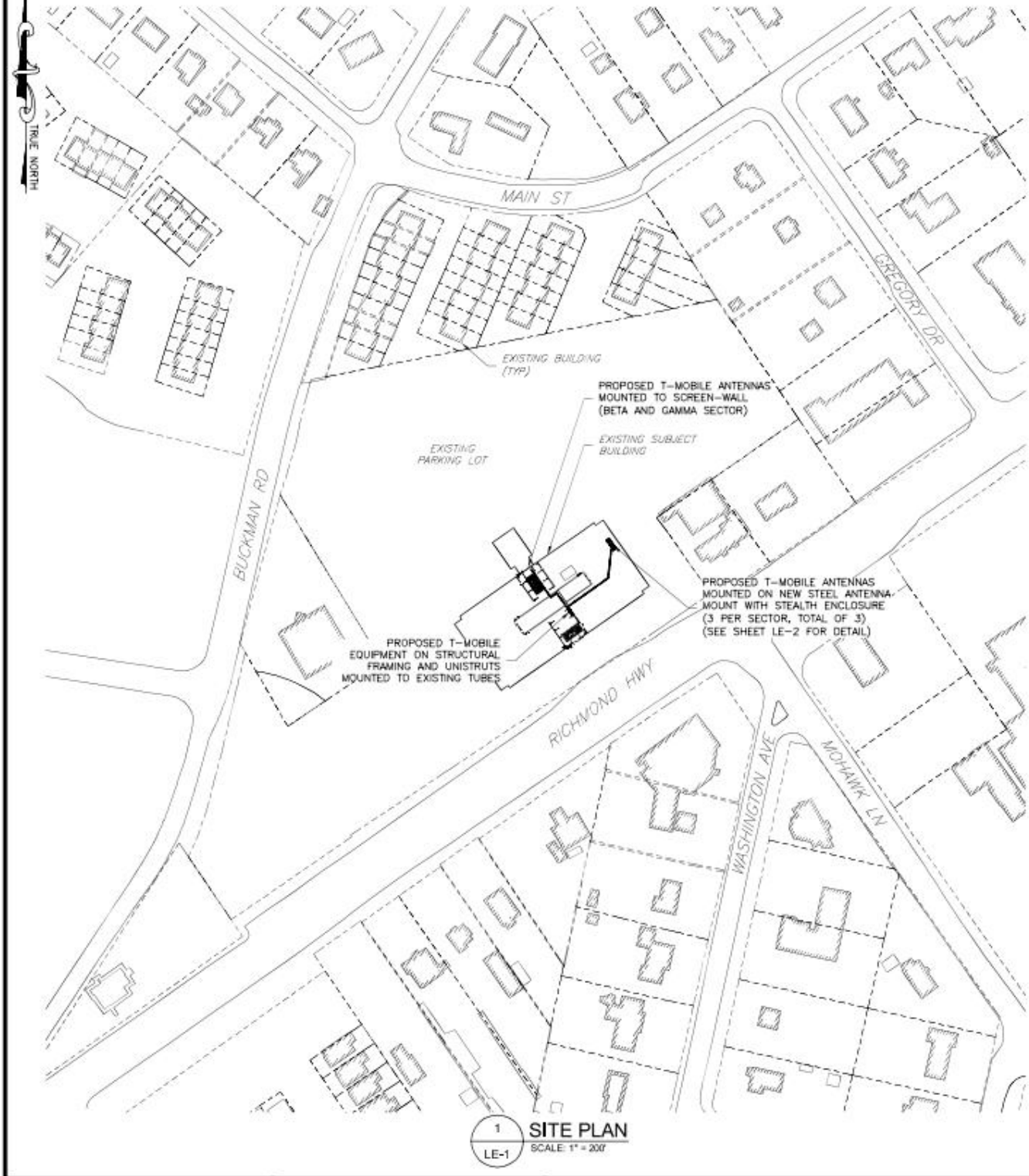
21. North 18°45'42" East, 7.24 feet to a point to the point of beginning, containing approximately 359,109 square feet or approximately 8.24401 acres of land.

EXHIBIT B

Antenna and Equipment Drawing

(See Attached)

# EXHIBIT B




1 / LE-1 SITE PLAN
SCALE: 1" = 200'

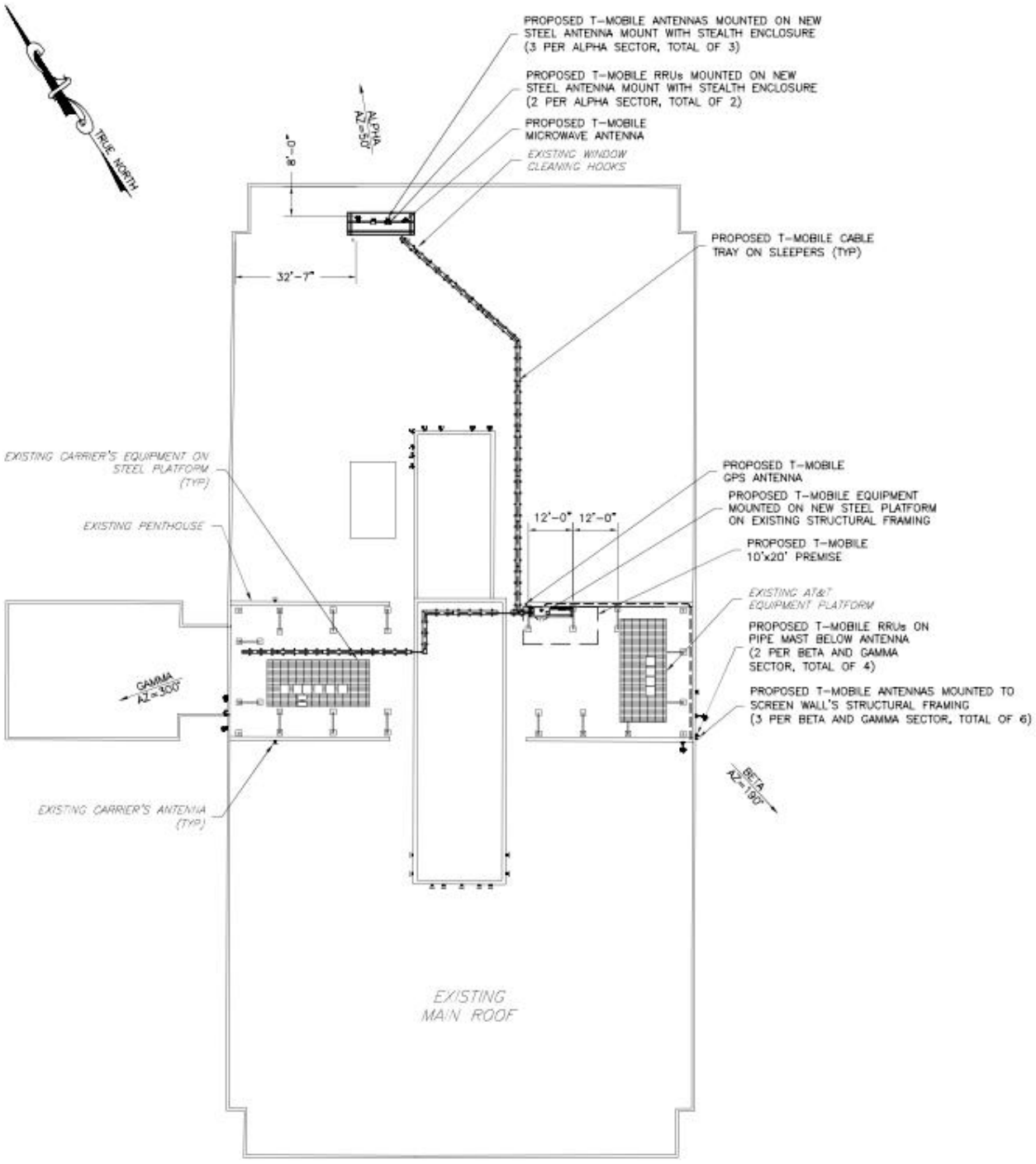

NB+C TOTALLY COMMITTED
NB+C ENGINEERING SERVICES, LLC.
8385 MARSHALEE DRIVE, SUITE 300
ELKRIDGE, MD 21075
(410) 752-4700

T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610


7WAC145D
FAIRFAX SOUTH COUNTY GOVERNMENT BUILDING
8350 RICHMOND HWY
ALEXANDRIA, VA 22309

| SUBMITTALS | |
|---|---|
| A | 06/29/16 |
| B | 10/28/16 |
| | |
| | |
| | |

SHEET 1 OF 3




1 / LE-2 ROOF PLAN
SCALE: 1" = 40'

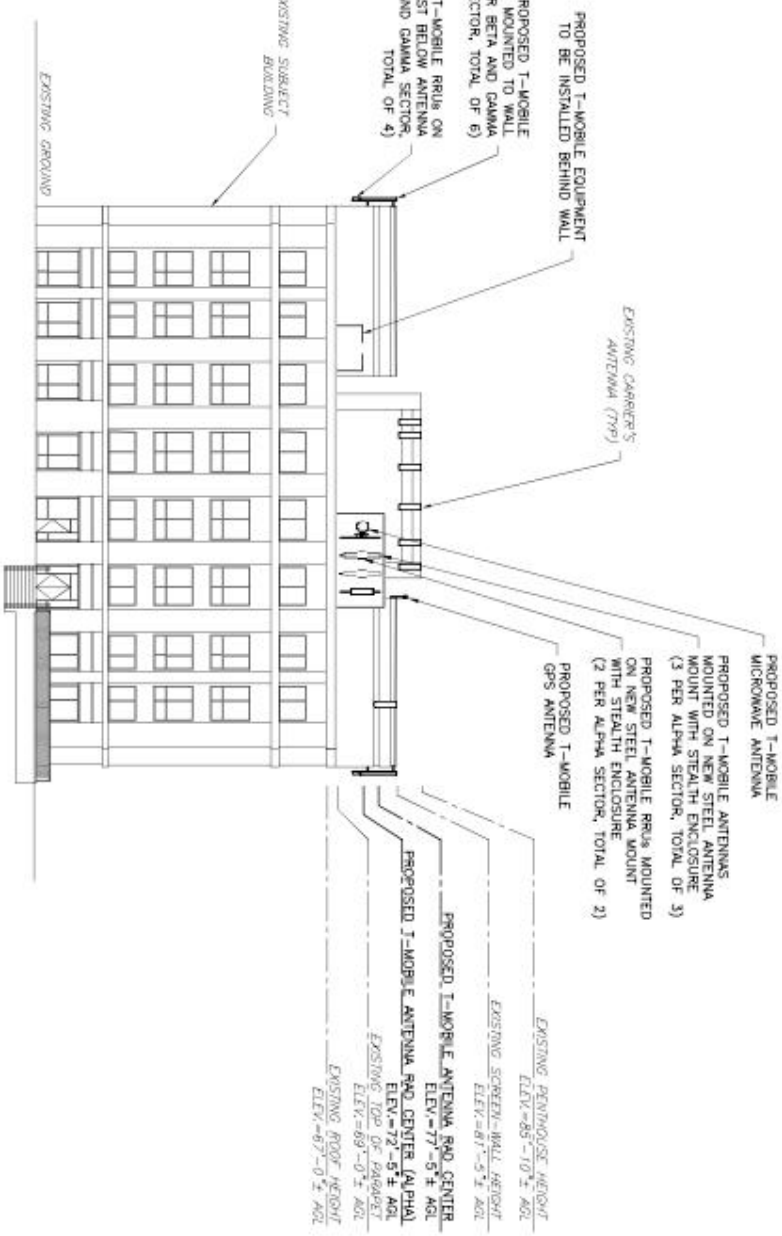
NB+C TOTALLY COMMITTED
NB+C ENGINEERING SERVICES, LLC.
8385 MARSHALEE DRIVE, SUITE 300
ELKRIDGE, MD 21075
(410) 712-7002

T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAC145D
FAIRFAX SOUTH COUNTY GOVERNMENT BUILDING
8350 RICHMOND HWY
ALEXANDRIA, VA 22309

| SUBMITTALS | |
|---|---|
| A | 06/29/16 |
| B | 10/28/16 |
| | |
| | |
| | |

SHEET 2 OF 3




1 / LE-3 ELEVATION
SCALE: 1" = 40'

NB+C TOTALLY COMMITTED
NB+C ENGINEERING SERVICES, LLC.
8385 MARSHALEE DRIVE, SUITE 300
ELKRIDGE, MD 21075
(410) 712-7002

T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAC145D
FAIRFAX SOUTH COUNTY GOVERNMENT BUILDING
8350 RICHMOND HWY
ALEXANDRIA, VA 22309

| SUBMITTALS | |
|---|---|
| A | 06/29/16 |
| B | 10/28/16 |
| | |
| | |
| | |

SHEET 3 OF 3

Board Agenda Item
January 24, 2017

4:30 p.m.

Public Hearing on an Amendment to *The Code of the County of Fairfax*, Chapter 82, Article 2, to add a New Section, 82-2-8, Authorizing the Fairfax County School Board to Install and Operate a Video Monitoring System to Enforce the Law Against Passing Stopped School Buses

ISSUE:
Public Hearing to Consider Amendment to The Code of the County of Fairfax, Virginia - Chapter 82 (Motor Vehicles and Traffic), Article 2 (Signs, Signals and Markers), to Add a New Section 82-2-8 Relating to the Authorization for the Fairfax County School Board to Install and Operate a Video Monitoring System to Enforce the Law Against Passing Stopped School Buses.

RECOMMENDATION:
The County Executive recommends approval of the proposed amendment to Chapter 82.

TIMING:
On December 6, 2016, the Board authorized advertisement of a public hearing to consider this matter on January 24, 2017, at 4:30 p.m. This ordinance would become effective upon adoption.

BACKGROUND:
Va. Code Section 46.2-844, which is incorporated into the Fairfax County Code, requires motorists who approach a school bus that has stopped to take on or discharge passengers to stop until the passengers are clear of the road (motorists do not need to stop when a physical barrier or unpaved area separates them from the bus). Violations subject drivers to a $250 civil penalty. During the 2011 General Assembly, legislation was enacted to allow localities, by ordinance, to authorize the local school division to install and operate video-monitoring systems on school buses to catch violators. The ordinance could authorize the school division to install and operate such systems directly, or to contract with a private vendor to do so on its behalf. The 2011 legislation was similar in some respects to state statutes that authorize video monitoring to catch red light violators, drivers who fail to pay tolls, and drivers who violate the Dulles Access Road restrictions. However, there were also provisions that differed significantly from other photo monitoring statutes, making implementation of the school bus authority difficult for local governments. One of the most challenging differences was that other video-monitored offenses statutes allow for the mailing of summonses, while there was no such language in the school bus statute. Therefore, as enacted in 2011, the statute

required all photo school bus summonses to be personally served on the alleged violator.

A coalition of local governments, including Fairfax County, sought to address obstacles to implementation through legislation in the 2016 General Assembly. As a result of these efforts, which were also supported by Fairfax County Public Schools (FCPS), HB 168 (LaRock, Kory, Krizek)/SB 120 (Carrico, Favola, Wexton) were enacted, allowing summonses to be mailed.

Since the enactment of the 2016 legislation, staff has worked with key stakeholders, including representatives from the Fairfax County Schools, to resolve other implementation issues not addressed in either the original legislation or the 2016 amendments. In July 2016, the Board sent a letter to the Executive Secretary of the Supreme Court of Virginia supporting an amendment to the Uniform Fine Schedule to allow pre-payment of violations. The Committee on District Courts met on September 8 and endorsed the County's recommendation, as did the Virginia Supreme Court, and the Uniform Fine Schedule was amended in September to allow violations to be pre-payable. In September 2016, another significant obstacle was removed when the Commissioner of the Virginia Department of Motor Vehicles (DMV) assured the Chairman of the Senate Transportation Committee that the DMV has the authority to allow a vendor to view DMV records for the purpose of mailing a summons for violations of the ordinance.

The stakeholders are continuing to work on implementation issues associated with the procedure for prosecuting violations of the ordinance, including those related to the program's cost. However, at the meeting of the Board's Legislative Committee on September 30, 2016, FCPS representatives stated that FCPS would not issue a Request for Proposals (RFP) until after the Board adopts an ordinance. Accordingly, the Legislative Committee directed staff to bring an ordinance to the full Board for its consideration as promptly as possible and to continue to work with the other stakeholders to iron out the final implementation issues. The ordinance as drafted allows the County the flexibility to continue to work with FCPS, the Clerk of the General District Court, and other stakeholders to address outstanding issues, while allowing FCPS to initiate the RFP process as soon as the ordinance is adopted.

FISCAL IMPACT:
Costs incurred by Fairfax County, including but not limited to those incurred by the Fairfax County Police Department (FCPD) for additional positions, program administration, verification of violations etc. are intended to be covered by fine-related revenue. Therefore, there is not anticipated to be any net fiscal impact to Fairfax County as part of this action; however, until all the specifics of the program are known, there are some uncertainties that may result in fine revenue not being sufficient to cover all costs. This will be monitored closely and if any future budget adjustments are necessary, they will be made as part of a regularly scheduled budget review.

Board Agenda Item
January 24, 2017

As noted in the ordinance, fines will be remitted from the General District Court to the Fairfax County Department of Finance. In accordance with a still-to-be written agreement between Fairfax County and the Fairfax County School Board, the Fairfax County Director of Finance shall deduct certain costs incurred by Fairfax County associated with the administration of this ordinance and then remit the remaining balance of the funds to the Fairfax County School Board.

ENCLOSED DOCUMENTS:
Attachment 1 - Proposed Amendments to *The Code of the County of Fairfax*, Section 82-2-8.

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
Daniel Robinson, Assistant County Attorney

**ATTACHMENT 1**

**AN ORDINANCE AMENDING**
**ARTICLE 2 OF CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO THE AUTHORIZATION FOR THE FAIRFAX COUNTY SCHOOL BOARD TO INSTALL AND OPERATE A VIDEO MONITORING SYSTEM TO ENFORCE LAW AGAINST PASSING STOPPED SCHOOL BUSES**

**Draft of December 5, 2016**

**AN ORDINANCE** to amend the Fairfax County Code by adding a new section 82-2-8 relating to a video monitoring system on County school buses.

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

**1. That Section 82-2-8 is adopted as follows:**

**Chapter 82 – Motor Vehicles and Traffic.**

**Article 2. – Signs, Signals and Markers.**

**Section 82-2-8. Authorization of School Board to Install and Operate a Video Monitoring System to Enforce Law Against Passing Stopped School Buses; enforcement; and penalty.**

(a) The Fairfax County School Board is authorized to install and operate a video-monitoring system in or on the school buses operated by the School Board, or it may contract with a private vendor to do so on its behalf for the purpose of recording violations of subsection A of Virginia Code § 46.2-844, incorporated by reference into the Fairfax County Code pursuant to Section 82-1-6.

(b) "Video-monitoring system" has the same meaning as the definition set forth in Virginia Code § 46.2-844(B).

(c) The driver of a vehicle that is found to have failed to comply with Virginia Code § 46.2-859, as evidenced by information obtained from a video-monitoring system, shall be liable for a monetary civil penalty of $250 imposed in accordance with this ordinance.

(d) In any prosecution for which a summons charging a violation of this ordinance was issued within 10 days of the alleged violation, proof that the motor vehicle described in the summons was operated in violation of this section, together with proof that the defendant was at the time of such violation the registered owner of the vehicle, as required by Chapter 6 of Subtitle II of Title 46.2 of the Virginia Code, shall give rise to a rebuttable presumption that the registered owner of the vehicle was the person who operated the vehicle at the place where, and for the time during which, the violation occurred. Such presumption shall be rebutted if (i) the owner

of the vehicle files an affidavit by regular mail with the clerk of the general district court that he was not the operator of the vehicle at the time of the alleged violation, (ii) the owner testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation, or (iii) a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of this section is presented prior to the return date established on the summons issued pursuant to this section to the court adjudicating the alleged violation. Nothing herein shall limit the admission of otherwise admissible evidence.

(e) Any person who receives a summons pursuant to this ordinance may waive his right to appear and be formally tried for the offense pursuant to Virginia Code § 16.1-69.40:1.B. The waiver shall be effective when the person pays the civil penalty of $250.00 and all applicable court costs and processing fees to the Clerk of the General District Court.

(f) The Clerk of the General District Court shall at month end, in addition to remittance of all other local cost and fee monies, transmit to the Fairfax County Director of Finance all funds received from a civil penalty imposed pursuant to this Section. In accordance with a written agreement between Fairfax County and the Fairfax County School Board, the Fairfax County Director of Finance shall deduct certain costs incurred by Fairfax County associated with the administration of this ordinance and then remit the remaining balance of the funds to the Fairfax County School Board.

**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 this Ordinance is effective upon adoption.**

GIVEN under my hand this _____ day of _____, 2016

_____

Clerk for the Board of Supervisors

Board Agenda Item
January 24, 2017

4:30 p.m.

Public Hearing on PCA 95-Y-016-05 (LIDL US Operations, LLC) to Amend the Proffers for RZ 95-Y-016, Previously Approved for a Mixed-Use Commercial Development, to Permit Retail and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.22, Located on Approximately 5.09 Acres of Land Zoned C-8, HC (part) and WS (Sully District) (Concurrent with SEA 95-Y-024-05)

and

Public Hearing on SEA 95-Y-024-05 (LIDL US Operations, LLC) to Amend SE 95-Y-024, Previously Approved for an Increase in Building Height and a Waiver of Certain Sign Regulations, to Permit Deletion of Land, Located on Approximately 5.09 Acres of Land Zoned C-8, HC (part) and WS (Sully District) (Concurrent with PCA 95-Y-016-05)

This property is located on the SouthEast corner of the intersection of Lee Road with Chantilly Crossing Lane. Tax Map 34-4 ((13)) 3

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, December 7, 2016, the Planning Commission voted 10-0-1 (Commissioner de la Fe abstained and Commissioner Lawrence was absent from the meeting) to recommend that the Board of Supervisors approve PCA 95-Y-016-05, subject to the execution of proffers consistent with those dated November 28, 2016.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

4:30 p.m.

Public Hearing on PCA 95-Y-016-06 (Costco Wholesale Corporation) to Amend the Proffers for RZ 95-Y-016, Previously Approved for a Retail, Hotel, and Recreational Uses, to Permit a Service Station and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.26, Located on Approximately 13.39 Acres of Land Zoned C-8, WS and HC (part) (Sully District) (Concurrent with SEA 95-Y-024-06)

and

Public Hearing on SEA 95-Y-024-06 (Costco Wholesale Corporation) to Amend SE 95-Y-024, Previously Approved for an Increase in Building Height and a Waiver of Certain Sign Regulations, to Permit an Increase in the Size and Height of Two Freestanding Signs, to Permit a Service Station in a Highway Corridor District with Associated Modifications to Site Design and Development Conditions, Located on Approximately 13.39 Acres of Land Zoned C-8, WS and HC (part) (Sully District) (Concurrent with PCA 95-Y-016-06)

This property is located on the SouthWest Quadrant of Sully Road and Lee Jackson Memorial Highway. Tax Map 34-3 ((1)) 41 B

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, December 7, 2016, the Planning Commission voted 10-0-1 (Commissioner de la Fe abstained from the vote and Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 95-Y-016-06, subject to the execution of proffers, consistent with those dated September 6, 2016; and

- Approval of SEA 95-Y-024-06, subject to the proposed Development Conditions dated september 7, 2016; with the understanding that the applicant will continue to work with staff regarding a commitment to the design and installation of a traffic signal at the intersection of Penrose Place and Lee Road.

Board Agenda Item
January 24, 2017

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

5:00 p.m.

Public Hearing on RZ 2015-DR-009 (Gulick Group, Inc.) to Rezone from R-A to R-1 to Permit Residential Cluster Development with a Total Density of 0.82 Dwelling Units per Acre, Located on Approximately 11.00 Acres of Land (Dranesville District)

This property is located South of the terminus of Challendon Road. Tax Map 12-4 ((30)) A (Formerly known as Tax Map 12-4 ((30)) Z).

PLANNING COMMISSION RECOMMENDATION:
On Thursday, December 8, 2016, the Planning Commission voted 10-0-1 (Commissioner Hurley abstained and Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2015-DR-009, subject to the proffers dated December 2, 2016; and

- Approval of a waiver of Section 2-0103.2, of the Public Facilities Manual, to allow pipestem lots to represent more than twenty percent of the total number of lots within a subdivision.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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

Board Agenda Item
January 24, 2017

5:00 p.m.

Public Hearing on PCA 74-7-047-02/CDPA 74-7-047-02 (INOVA Health Care Services) to Amend the Proffers, Conceptual Development Plan for RZ 74-7-047, Previously Approved for Office, to Permit Additional Uses and Associated Modifications to Proffers and Site Design with a Floor Area Ratio of 0.33, Located on Approximately 116.78 Acres of Land Zoned PDC (Providence District)

This property is located East and North side of Gallows Road, South of Arlington Bloulevard and West of the Capital Beltway. Tax Map 49-4 ((01)) 57

PLANNING COMMISSION RECOMMENDATION:
On Thursday, December 8, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 74-7-047-02 and the concurrent Conceptual Development Plan Amendment, subject to proffers consistent with those dated November 21, 2016;

- Approval of a modification of the Transitional Screening and Barrier Requirements to the west and southeast in favor of the existing vegetation shown on the CDPA/FDPA;

- Approval of a modification of the Major Paved Trail requirement along Gallows Road and a portion of I-495 in favor of the trails shown on the CDPA/FDPA;

- Approval of a modification of the Loading Space Requirement for office uses to permit the eight existing loading spaces to remain; and

- Approval of a modification of the Merrifield Streetscape Recommendations along Gallows Road in favor of the streetscape shown on the CDPA/FDPA.

In a related action, on Thursday, December 8, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to approve FDPA 74-7-047-02-01, subject to the Development Conditions dated November 23, 2016, and the Board of Supervisor's approval of the associated Proffer Condition Amendment.

Also in a related action, on Thursday, December 8, 2016, the Planning Commission voted 11-0 (Commissioner Lawrence was absent from the meeting) to approve CSP 74-7-047-02, subject to the Development Conditions dated November 23, 2016.

Board Agenda Item
January 24, 2017

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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