

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 5, 2017**

AGENDA

9:30	Done	Presentations
10:00	Done	Presentation of the TAC Transportation Award
10:10	Done	Board Appointments
10:20	Adopted	Board Adoption of the Legislative Program
10:30	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Authorization to Advertise a Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Lee and Mount Vernon Districts)
2	Approved	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Old Lee Highway (Providence District)
3	Approved	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill, Providence and Sully Districts)
4	Approved	Extension of Review Period for 2232 Applications (Mason, Mount Vernon and Sully Districts)
5	Approved	Authorization to Advertise Proposed Amendments to Chapter 112 (Zoning Ordinance) and Appendix Q (Land Development Services Fee Schedule) of the Code of the County of Fairfax, Virginia (County Code) Re: Parking Requirements and Reductions
6	Approved	Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Chapter 82 (Motor Vehicles and Traffic), Article 5 (Stopping, Standing, and Parking)

**ACTION ITEMS
Approved**

1		Renewal of a Memorandum of Agreement Between the Fairfax County Police Department and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for Reimbursement of Overtime Salary Costs Associated with ATF Task Force
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**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 5, 2017**

**ACTION ITEMS
(Continued)**

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| 2 | Approved | Approval of a Resolution Requesting the Fairfax County Redevelopment and Housing Authority (FCRHA) Issue Revenue Bonds Series 2018A for the Crescent Apartments (Hunter Mill District), Revenue Refunding Bonds Series 2018B for the Wedgewood Apartments (Mason District) and Other Necessary Documents |
| 3 | Approved | Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds |
| 4 | Approved | Authorization of Economic Development Support Funding for Annandale Pilot Projects |
| 5 | Approved | Approval of a Memorandum of Understanding Between the Metropolitan Washington Council of Governments and the Fairfax County Board of Supervisors Regarding Participation in a Coastal Storm Risk Management Study |
| 6 | Approved | Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Refunding Revenue Bonds or Notes for the Benefit of GMUF Potomac Heights, LLC |
| 7 | Approved | Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2018 Transit Assistance Grant Funds |
| 8 | Approved | Endorsement of the Chief Administrative Officer's Task Force Recommendation Regarding the Preliminary FY 2019 Virginia Railway Express Capital and Operating Budget |
| 9 | Approved | Approval of a Resolution Endorsing Projects For Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2018 I-66 Inside the Beltway Commuter Choice Program (Providence, Mason, and Dranesville Districts) |
| 10 | Approved | Approval of a Memorandum of Agreement (MOA) Between the Northern Virginia Transportation Commission and the County of Fairfax Regarding Coordination of Technical Analysis, Testing and Funding for Phase III of the Envision Route 7 Project (Dranesville, Hunter Mill, Mason and Providence Districts) |

**FAIRFAX COUNTY
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ACTION ITEMS (Continued)		
11	Approved	Approval of a Resolution Endorsing Projects Being Submitted for FY 2018 to FY 2023 Regional Funding, and FY 2024 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding through the Northern Virginia Transportation Authority
12	Approved	Approval of the Fairfax County's Disadvantaged Business Enterprise Policy and Goal Update for the Federal Transit Administration (FTA) for Federal Fiscal Years 2018-2020
CONSIDERATION ITEMS		
1	Approved	Approval of the Proposed Amended Bylaws for the Fairfax County Architectural Review Board
2	Defer Decision to 1/23/2018	Proffer Interpretation Appeal Associated with The Reserve at Tysons Corner Related to Proffers Accepted for RZ/FDP 2003-PR-008
INFORMATION ITEMS		
1	Noted	Fairfax-Falls Church Community Services Board 2018 Fee Schedule
2	Noted	Presentation of the Fiscal Year 2017 Comprehensive Annual Financial Report (CAFR)
3	Noted	Contract Award – Nursing and Other Healthcare Services
4	Noted	Contract Award – Legal Services for Individuals with Disabilities
10:40	Done	Matters Presented by Board Members
11:30	Done	Closed Session
PUBLIC HEARINGS		
3:30	Approved	Public Hearing on SE 2017-SP-018 (Cellco Partnership D/B/A Verizon Wireless) (Springfield District)
3:30	Approved	Public Hearing on SEA 89-C-047-02 (CM & DOM, LLC) (Sully District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
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**PUBLIC HEARING
ITEMS
(Continued)**

3:30	Approved	Public Hearing on RZ 2017-SU-011 (DD South 5 LC) (Sully District)
3:30	Approved	Public Hearing on AA 2012-SU-001 (Jon & Kim Hickox) (Sully District)
4:00	Approved	Public Hearing to Reallocate Proffered Funds from Patriot Park to Patriot Park North (Springfield District)
4:00	Approved	Public Hearing on Proposed Plan Amendment 2016-CW-4CP, Office Building Repurposing
4:00	Approved	Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia, Chapter 82, Motor Vehicles and Traffic, Article 5, Sections 32, 32.1, 32.1.a, and 32.2
4:00	Approved	Public Hearing on the Proposed Amendment to Deed of Lease with Comstock Reston Station Holdings, LC Regarding Further Development at the Wiehle-Reston East Metrorail Station (Hunter Mill District)
4:30	Approved	Public Hearing on PCA-C-696-11/ CDPA-C-696-02 (Houston Office Partners LP and DSVO Dulles LP, PCA and CDPA) (Dranesville District)
4:30	Public Hearing Held	Public Hearing on the First Interim Agreement: Master Development Plan Between the Board of Supervisors of Fairfax County, Virginia and The Alexander Company and Elm Street Development (Collectively, "Developer") (Mount Vernon District)
4:30	Done	Public Comment

REVISED



Fairfax County, Virginia ***BOARD OF SUPERVISORS*** ***AGENDA***

Tuesday
December 5, 2017

9:30 a.m.

RECOGNITION

- Recognition of Fairfax County employers selected as “Best Workplaces for Commuters” by the Fairfax County Department of Transportation and the National Center for Transit Research at the University of South Florida.

PRESENTATIONS

SPORTS AND SCHOOLS

- CERTIFICATE – To recognize Rugby Virginia’s Middle School Boys Team for winning the Middle School National Invitational Rugby Tournament. Requested by Supervisor Herrity.
- RESOLUTION – To recognize The Langley School for its 75th anniversary. Requested by Supervisor Foust.
- PROCLAMATION – To designate December 4-8, 2017, as Inclusive Schools Week in Fairfax County. Requested by Supervisor Cook.

— more —

Board Agenda Item
December 5, 2017

RECOGNITIONS

- RESOLUTION – To recognize the 50th anniversary of the Age Discrimination in Employment Act. Requested by Supervisor Cook.
- RESOLUTION – To recognize the Vienna Choral Society for its 30th anniversary. Requested by Supervisor Hudgins.
- RESOLUTION – To recognize Todd Lattimer for his contributions to Fairfax County and the Springfield community. Requested by Supervisor McKay.

STAFF:

Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs
Lisa Connors, Office of Public Affairs

Board Agenda Item
December 5, 2017

10:00 a.m.

Presentation of the 2016 Transportation Advisory Commission (TAC) Achievement Award

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Jeffrey M. Parnes, Chairman of the Transportation Advisory Commission

Board Agenda Item
December 5, 2017

10:10 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard December 5, 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

FINAL COPY

APPOINTMENTS TO BE HEARD DECEMBER 5, 2017
(ENCOMPASSING VACANCIES PROJECTED THROUGH DECEMBER 31, 2017)
 (Unless otherwise noted, members are eligible for reappointment)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Francine Ronis (Appointed 2/16 by L. Smyth) Term exp. 9/17	Providence District Representative		L. Smyth	Providence

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Mark Drake (Appointed 2/09-5/12 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 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert A. Peter; appointed 2/09-1/13 by L. Smyth) Term exp. 1/16 <i>Resigned</i>	Providence District Representative	Clifford L. Elow	L. Smyth	Providence

ANIMAL SERVICES ADVISORY COMMISSION (2 years)

[Note: In addition to attendance at Commission meetings, members shall volunteer at least 24 hours per year in some capacity for the Animal Services Division.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barbara Hyde; appointed 9/13-9/14 by Gross) Term exp. 2/16 <i>Resigned</i>	Mason District Representative		Gross	Mason

ARCHITECTURAL REVIEW BOARD (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (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) Term exp. 9/16 <i>Resigned</i>	Attorney Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Clement Chan; appointed 12/09-1/16 by Bulova) Term exp. 12/17 <i>Resigned</i>	Diversity-At-Large Principal Representative	Douglas Phung (Bulova)	By Any Supervisor	At-Large
Eric T. Sohn (Appointed 4/10-1/15 by Herrity) Term exp. 11/17	Diversity-At-Large Alternate Representative	Eric T. Sohn (Herrity)	By Any Supervisor	At-Large
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason
Mr. Chip Chidester (Appointed 3/10-10/15 by Bulova) Term exp. 10/17	Member-At-Large Alternate Representative		Bulova	At-Large Chairman

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Joshua D. Foley; appointed 9/13-6/16 by Herrity) Term exp. 6/17 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 <i>Resigned</i>	Alternate #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael LeMay; appointed 2/87 by Pennino; 1/99 by Dix; 2/03-2/15 by Hudgins) Term exp. 2/19 <i>Resigned</i>	Design Professional #4 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Thomas Parr; appointed 12/04-12/08 by Connolly; 12/10-12/16 by Bulova) Term exp. 12/18 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Joseph Blackwell (Appointed 2/05-1/08 by Kauffman; 12/09-1/16 by McKay) Term exp. 12/17	At-Large #2 Representative	Joseph Blackwell (McKay)	By Any Supervisor	At-Large

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

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert Mansker (Appointed 9/06-1/16 by Gross) Term exp. 12/17	At-Large #3 Representative	Robert Mansker (Gross)	By Any Supervisor	At-Large
John M. Yeatman (Appointed 3/05-1/08 by Connolly; 1/09- 1/16 by Bulova) Term exp. 12/17	Professional #1 Representative	John M. Yeatman (Bulova)	By Any Supervisor	At-Large
Robert Kyle McDaniel (Appointed 2/17 by Herrity) Term exp. 12/17	Professional #3 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Stephen Kirby; appointed 12/03-1/08 by Kauffman; 9/11 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by David Schnare; appointed 12/08 by McConnell; 11/10- 9/15 by Herrity) Term exp. 9/19 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

CHILD CARE ADVISORY COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Mercedes O. Dash (Appointed 3/15 by L. Smyth) Term exp. 9/17	Providence District Representative		L. Smyth	Providence
VACANT (Formerly held by Hugh Mac Cannon; appointed 12/09-9/14 by Herrity) Term exp. 9/16 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Nancy Angland Rice (Appointed 2/16 by K. Smith) Term exp. 12/17	At-Large #1 Representative	Nancy Angland Rice (K. Smith)	By Any Supervisor	At-Large
Rosemarie Annunziata (Appointed 10/05-1/08 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/17	At-Large #3 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/00 by Hanley; 2/04-1/08 by Connolly; 12/09-11/16 by Bulova) Term exp. 12/17	At-Large #4 Representative	Jason Fong (Bulova)	By Any Supervisor	At-Large

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CIVIL SERVICE COMMISSION (2 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Nicole V. Foster (Appointed 4/16 by Hudgins) Term exp. 12/17	At-Large #5 Representative	Nicole V. Foster (Hudgins)	By Any Supervisor	At-Large
Thomas Garnett, Jr. (Appointed 10/05-1/08 by Kauffman; 12/09- 1/16 by McKay) Term exp. 12/17	At-Large #6 Representative	Thomas Garnett (McKay)	By Any Supervisor	At-Large
Patrick Morrison (Appointed 10/05-3/16 by Bulova) Term exp. 12/17	At-Large #7 Representative		By Any Supervisor	At-Large
Broderick C. Dunn (Appointed 1/14-1/16 by Cook) Term exp. 12/17	At-Large #8 Representative	Broderick C. Dunn (Cook)	By Any Supervisor	At-Large
Lee E. Helfrich (Appointed 2/14-1/16 by Gross) Term exp. 12/17	At-Large #9 Representative	Lee E. Helfrich (Gross)	By Any Supervisor	At-Large
John C. Harris, Jr. (Appointed 10/05- 11/13 by Hyland; 1/16 by Storck) Term exp. 12/17	At-Large #10 Representative	John C. Harris (Storck)	By Any Supervisor	At-Large
Herbert C. Kemp (Appointed 9/13-1/16 by Foust) Term exp. 12/17	At-Large #11 Representative	Herbert C. Kemp (Foust)	By Any Supervisor	At-Large
John Townes (Appointed 11/05-1/08 by McConnell; 12/09- 1/16 by Herrity) Term exp. 12/17	At-Large #12 Representative	John Townes (Herrity)	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Reena Desai; Appointed 7/16 by Hudgins) Term exp. 10/18 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
Kathryn M. McDaniel (Appointed 10/14 by Herrity) Term exp. 10/17	Springfield District Representative	Kathryn M. McDaniel	Herrity	Springfield

COMMISSION ON AGING (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert Kuhns; appointed 2/15 by Hyland; 9/16 by Storck) Term exp. 9/18 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

CONSUMER PROTECTION COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Hung Nguyen; appointed 3/04-7/06 by Connolly; 7/09- 6/15 by Bulova) Term exp. 7/18 <i>Resigned</i>	Fairfax County Resident #9 Representative		By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Frank McDermott (Appointed 6/09-12/14 by Bulova) Term exp. 12/17	At-Large #4 Chairman's Land Use Representative		Bulova	At-Large Chairman's
Peter G. Hartmann (Appointed 2/09-11/14 by Bulova) Term exp. 12/17	At-Large Chairman's #1 Representative		Bulova	At-Large Chairman's
Denton Urban Kent (Appointed 2/09-12/14 by Bulova) Term exp. 12/17	At-Large Chairman's #2 Representative		Bulova	At-Large Chairman's
Mohammad S. Sheikh (Appointed 3/09-11/14 by Bulova) Term exp. 12/17	At-Large Chairman's #3 Representative		Bulova	At-Large Chairman's
Taylor Chess (Appointed 1/12-11/14 by Cook) Term exp. 12/17	Braddock District Representative		Cook	Braddock
Marcus B. Simon (Appointed 7/12-11/14 by Foust) Term exp. 12/17	Dranesville District Representative	Esther C. Lee	Foust	Dranesville
Mark Silverwood (Appointed 1/09-11/14 by Hudgins) Term exp. 12/17	Hunter Mill District Representative		Hudgins	Hunter Mill
Justin Mark Brown (Appointed 09/15 by McKay) Term exp. 12/17	Lee District Representative	Justin Mark Brown	McKay	Lee
Alfred Thieme, Jr. (Appointed 1/09-12/14 by Gross) Term exp. 12/17	Mason District Representative	Alfred Thieme	Gross	Mason

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**ECONOMIC ADVISORY COMMISSION (3 years)
continued**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Stephen Keat (Appointed 9/12-11/14 by Hyland) Term exp. 12/17	Mount Vernon District Representative	Stephen Keat	Storck	Mount Vernon
John Harrison (Appointed 2/09-11/14 by L. Smyth) Term exp. 12/17	Providence District Representative		L. Smyth	Providence
Brian Schoeneman (Appointed 12/11- 11/17 by Herrity) Term exp. 12/17	Springfield District Representative	Brian Schoeneman	Herrity	Springfield

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.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Timothy W. Lavelle (Appointed 4/09- 12/14 by Bulova) Term exp. 11/17 <i>Not eligible for reappointment</i>	At-Large #2 Business Community Representative		By Any Supervisor	At-Large
Leanne Alberts (Appointed 10/13- 12/14 by Bulova) Term exp. 11/17	At-Large Chairman's Representative		Bulova	At-Large Chairman's

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

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Linda L. Collins (appointed 1/09 by Bulova; 12/11-11/14 by Cook) Term exp. 11/17 <i>Not eligible for reappointment</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Barbara Johnson; appointed 4/16 by K. Smith) Term exp. 11/18 <i>Resigned</i>	Sully District Representative		K. Smith	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Theresa L. Fox (Appointed 1/06- 5/14 by Gross) Term exp. 6/17	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.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jeffrey M. Wisoff; appointed 6/13-6/14 by L. Smyth) Term exp. 6/17 Resigned	Providence District Representative	Nancy Cromwell Scott <i>(Nomination announced on November 21, 2017)</i>	L. Smyth	Providence

HEALTH CARE ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Chafiq Moumami; appointed 1/17 by McKay) Term exp. 6/20 Resigned	Lee District Representative		McKay	Lee

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard T. Hartman (Appointed 2/14 by Bulova) Term exp. 6/17	Consumer #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 - 0	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 2	Sully - 2

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gretchen Bulova (Appointed 10/06-11/14 by Bulova) Term exp. 12/17	At-Large #4 Representative	Gretchen Bulova	By Any Supervisor	At-Large
Steve Sherman (Appointed 10/09-11/14 by McKay) Term exp. 12/17	Citizen #9 Representative	Steve Sherman	By Any Supervisor	At-Large
Esther W. McCullough (Appointed 3/00-11/02 by Hanley; 12/05-12/08 by Connolly; 3/12-9/15 by Bulova) Term exp. 12/17	Citizen #10 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Mason District Resident Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large
Page S. Shelp (Appointed 1/09-11/14 by Foust) Term exp. 12/17	Historian #3 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Daoud Khairallah (Appointed 11/05-9/14 by Gross) Term exp. 9/17	At-Large #8 Representative		By Any Supervisor	At-Large
Mona Malik (Appointed 4/14-9/14 by Bulova) Term exp. 9/17	At-Large #9 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Adrienne M. Walters; appointed 3/14 by L. Smyth) Term exp. 7/17 <i>Resigned</i>	Providence District #2 Representative		L. Smyth	Providence

INDUSTRIAL DEVELOPMENT AUTHORITY (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Inge Gedo (Appointed 11/09-1/14 by Herrity) Term exp. 10/17)	At-Large #3 Representative	Inge Gedo (Herrity)	By Any Supervisor	At-Large
Christopher A. Glaser (Appointed 10/09-10/13 by Hudgins) Term exp. 10/17	At-Large #4 Representative	Christopher A. Glaser (Hudgins)	By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Steven Lam (Appointed 5/09-11/14 by Cook) Term exp. 12/17	Braddock District Representative	Steven Lam	Cook	Braddock
Susan Hoffman (Appointed 2/97-12/14 by Gross) Term exp. 12/17	Mason District Representative	Susan Hoffman	Gross	Mason
Edward Blum (Appointed 2/97-9/01 by Connolly; 1/04-11/14 by L. Smyth) Term exp. 12/17	Providence District Representative	Edward Blum	L. Smyth	Providence
John M. Yeatman (Appointed 1/02-1/04 by McConnell; 6/15 by Herrity) Term exp. 12/17	Springfield District Representative	John M. Yeatman	Herrity	Springfield

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John W. Herold; appointed 11/13-1/15 by Bulova) Term exp. 1/17 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's

LIBRARY BOARD
(4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Charles Fegan; appointed 3/09-6/15 by Bulova) Term exp. 7/19 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Yearn Hong Choi (Appointed 5/16 by Herrity) Term exp. 7/17	Springfield District Representative		Herrity	Springfield

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

Continued on next page

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3 years)**

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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 Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 Resigned	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by L. Smyth) Term exp. 6/14 Resigned	Providence District Representative		L. Smyth	Providence

PARK AUTHORITY (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Mary Cortina; appointed 2/13-1/16 by Bulova) Term exp. 12/19 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Walter L. Alcorn (Appointed 7/15 by Bulova) Term exp. 12/17	At-Large #2 Representative		By Any Supervisor	At-Large

PLANNING COMMISSION (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Frank de la Fe (Appointed 12/01-11/13 by Hudgins) Term exp. 12/17	Hunter Mill District Representative		Hudgins	Hunter Mill
Earl L. Flanagan (Appointed 12/06-12/13 by Hyland) Term exp. 12/17	Mount Vernon District Representative	Earl L. Flanagan	Storck	Mount Vernon
VACANT (Formerly held by Karen Keys-Gamarra; appointed 1/16 by K. Smith) Term exp. 12/19 <i>Resigned</i>	Sully District Representative		K. Smith	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jay A. Jupiter (Appointed 2/17 by Storck) Term exp. 12/17	Citizen At-Large #1 Representative	Jay A. Jupiter (Storck)	By Any Supervisor	At-Large

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD

The Board of Supervisors established the advisory board on April 4, 2017

There will be a total of 14 members on this advisory board. The appointees would serve for 4 year terms from April 4, 2017

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Residential Owners and HOA/Civic Association #1 Representative		Foust or Hudgins	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #2 Representative		Foust or Hudgins	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		Foust or Hudgins	At-Large

ROAD VIEWERS BOARD (1 year)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Paul Davis, Jr. (Appointed 3/14 by Bulova) Term exp. 12/17	At-Large #2 Representative		By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 06/09-12/16) Term exp. 12/17	At-Large #3 Representative	Marcus Wadsworth	By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by L. Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11-12/16 by L. Smyth) Term exp. 12/17	At-Large #5 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Claire L. Tse (Appointed 9/16 by Hudgins) Term exp. 12/17	At-Large #2 Representative	Claire L. Tse (Hudgins)	By Any Supervisor	At-Large
Ed Reniker (Appointed 3/15 by Cook) Term exp. 12/17	Braddock District Representative	Joseph Underwood	Cook	Braddock
Koorosh Cyrus Sobhani (Appointed 10/08- 1/15 by Foust) Term exp. 12/17	Dranesville District Representative		Foust	Dranesville
Carmen L. Powell (Appointed 7/17 by Hudgins) Term exp. 12/17	Hunter Mill District Representative	Carmen L. Powell	Hudgins	Hunter Mill
Kelly Pride Hebron (Appointed 11/08- 11/14 by McKay) Term exp. 12/17	Lee District Representative	Kelly Pride Hebron	McKay	Lee
VACANT (Formerly held by Patrick Fogarty; Appointed 12/16 by Storck) Term exp. 12/17 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
Eva Freund (Appointed 11/14 by L. Smyth) Term exp. 12/17	Providence District Representative	Eva Freund	L. Smyth	Providence
Samantha Lentz (Appointed 2/17 by Herrity) Term exp. 12/17	Springfield District Representative		Herrity	Springfield

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 <i>Resigned</i>	Fairfax County #8 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael Congleton; appointed 7/13-2/17 by Herrity) Term exp. 1/20 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by L. Smyth) Term exp. 1/14 <i>Deceased</i>	Condo Owner Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Steve Descano (Appointed 7/15 by Gross) Term exp. 1/18 <i>Resigned</i>	Mason District Representative		Gross	Mason

TRANSPORTATION ADVISORY COMMISSION (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Alan Young; appointed 9/14-6/16 by Bulova) Term exp. 6/18 <i>Resigned</i>	At-Large Representative	Linda D. Sperling (Bulova)	By Any Supervisor	At-Large

TREE COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Lyle Chet McLaren; appointed 6/09-11/17 by Bulova) Term exp. 10/17 <i>Resigned</i>	At-Large Chairman's Representative	Monica Billger	Bulova	At-Large Chairman's
Thomas D. Fleury (Appointed 1/17 by L. Smyth) Term exp. 10/17	Providence District Representative		L. Smyth	Providence

**TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD
(2 YEARS)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Cory Scott (Appointed 1/16 by L. Smyth) Term exp. 2/17	Commercial or Retail Ownership Representative #2		By Any Supervisor	At-Large
VACANT (Formerly held by Molly Peacock; appointed 2/13-1/15 by L. Smyth) Term exp. 2/17 <i>Resigned</i>	Providence District Representative #2		L. Smyth	Providence

WETLANDS BOARD (5 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deana M. Crumbling (Appointed 1/14 by Bulova) Term exp. 7/16	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Glenda Booth; appointed 4/88-1/13 by Hyland) Term exp. 12/17 <i>Resigned</i>	Mount Vernon District #1 Representative		Storck	Mount Vernon

Board Agenda Item
December 5, 2017

10:20 a.m.

Board Adoption of the 2018 Legislative Program for the Virginia General Assembly,
Approval of the County's 115th Congress Federal Legislative Strategy and Principles

ISSUE:

Board adoption of a legislative program for the 2018 Session of the Virginia General Assembly and Board approval of federal legislative strategy and principles for the 115th Congress.

TIMING:

Immediate. On November 21, 2017, the Board of Supervisors held a public hearing on the 2018 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 12, 2017. The General Assembly will convene January 10, 2018, and is scheduled to adjourn on March 10, 2018.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the 115th Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:

The draft State legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative positions for the County at the 2018 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at www.fairfaxcounty.gov/government/board. In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

Draft federal strategy and principles were also developed as part of the Legislative Committee process. Discussion took place at the October 31, 2017, and November 28, 2017, meetings. Staff recommendations presented to the Committee focused on areas determined to be of strategic importance to the County, including the federal budget,

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December 5, 2017

funding for transportation, federal agency relocation and consolidation, and the social safety net. Specifics on budget items, as well as federal funding opportunities, will be reported periodically to the Board. The federal strategies and principles contain the Legislative Committee's recommended positions for the County during the 115th Congressional session.

ENCLOSED DOCUMENTS:

Documents available online at www.fairfaxcounty.gov/government/board, under "Reports," by December 4, 2017.

Attachment 1 - Draft Fairfax County Legislative Program for the 2018 Virginia General Assembly

Attachment 2 – 2018 Draft Human Services Issue Paper

Attachment 3 – Draft 115th Congress Federal Legislative Strategy and Principles

STAFF:

Kirk W. Kincannon, Acting County Executive

Claudia Arko, Legislative Director

Tom Biesiadny, Director, Department of Transportation

Board Agenda Item
December 5, 2017

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item
December 5, 2017

ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Lee and Mount Vernon Districts)

ISSUE:

Board of Supervisors authorization of the Board of Supervisors to advertise a public hearing regarding the conveyance of Board-owned property to the Fairfax County Park Authority (FCPA).

RECOMMENDATION:

The County Executive recommends that the Board authorize a public hearing regarding the proposed conveyance of Board-owned property to the FCPA and authorize staff recommends that the Board authorize staff to execute all necessary documents to convey the above-referenced properties to the FCPA.

TIMING:

Board action is requested on December 5, 2017, to provide sufficient time to advertise the proposed public hearing on January 23, 2018, at 4:30 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the following five (5) parcels in Lee and Mount Vernon Districts:

<u>Name</u>	<u>Tax Map No.</u>	<u>Acreage</u>	<u>District</u>
Telegraph Road site	0921 01 0006	1.22 Acres	Lee
Archstone site	0812 01 0012E	1.22 Acres	Lee
Loftridge site	0822 01 0003C	6.37 Acres	Lee
Rolling Wood site	0894 06 D	3.36 Acres	Mount Vernon
Rolling Wood site	0982 06 D9	9.55 Acres	Mount Vernon

The Archstone and Rolling Wood sites were developer dedications to the Board and contain active recreational amenities, while the Loftridge property was acquired by the Board for open space purposes and the Telegraph Road parcel was purchased in connection with a County transportation project. The FCPA has requested the conveyance of these parcels for inclusion in their parkland inventory and for use in accordance with the existing FCPA park master plans and the County Comprehensive Plan. The Board has already delegated responsibility for maintaining the Rolling Wood elementary school site to the FCPA pursuant to an Interim Use Agreement.

Board Agenda Item
December 5, 2017

Since all but the Telegraph Road property were acquired by the Board for public parkland or open space purposes, the Telegraph Road parcel is the only property subject to the existing Land Bank Agreement between the Board and the FCPA. The Land Bank serves as a mechanism to allow the FCPA to convey land to the Board without the requirement of fair market value compensation in return. In exchange for the conveyance of the properties to the FCPA, the Board will receive a credit in the Land Bank in an amount equivalent to the tax-assessed value of the properties. The existing balance in the Bank operates as an accounting measure only and cannot be “cashed out” by either party to the agreement.

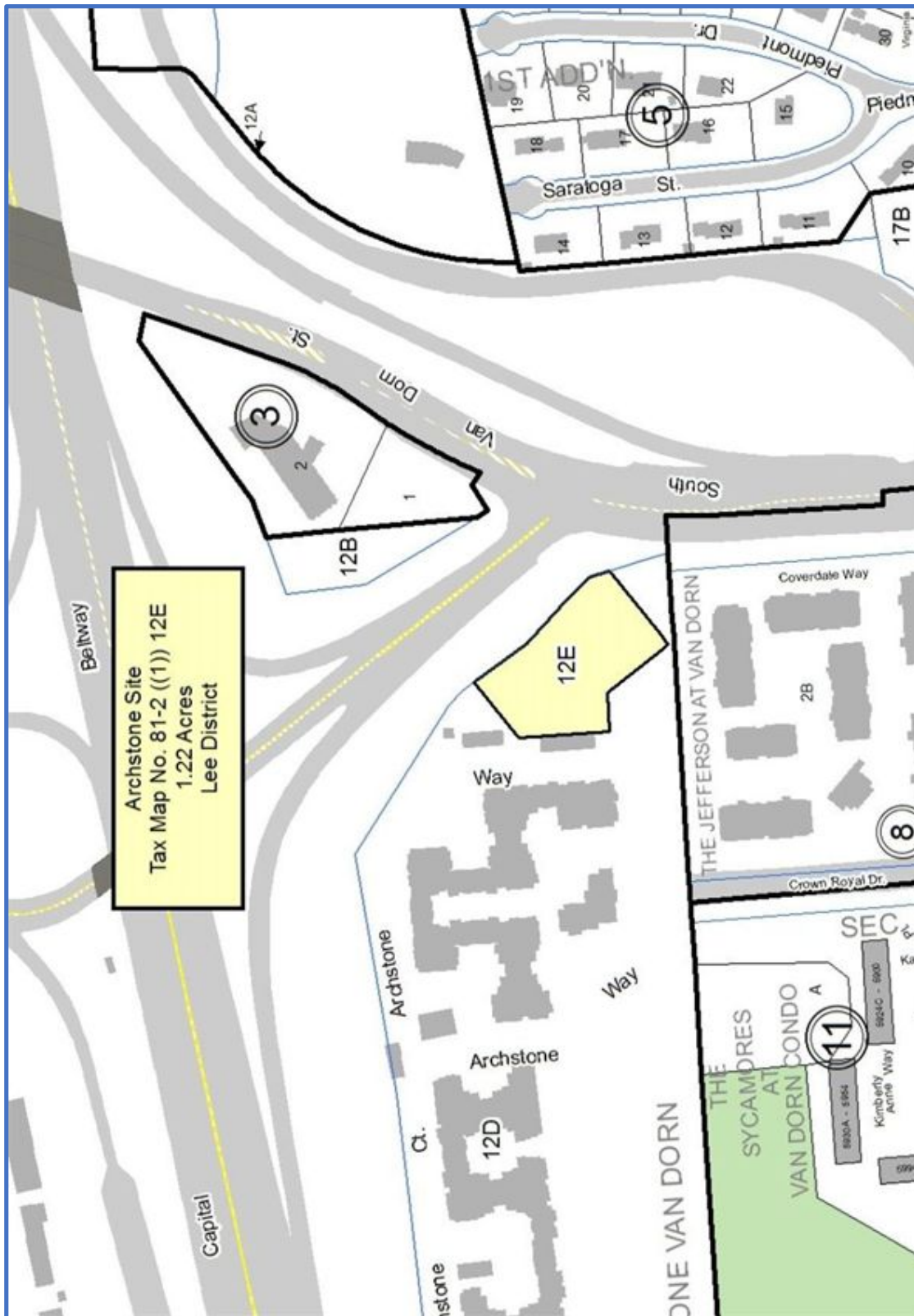
Staff recommends that the conveyance of the property to the FCPA be subject to the condition that the parcels must be used for public park and stormwater purposes. Staff further recommends that the conveyance be made subject to the County’s reservation of the right to assign to public entities, public 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, storm sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

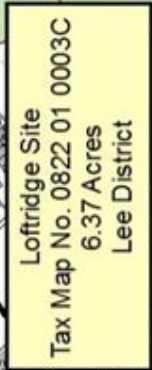
FISCAL IMPACT:
None

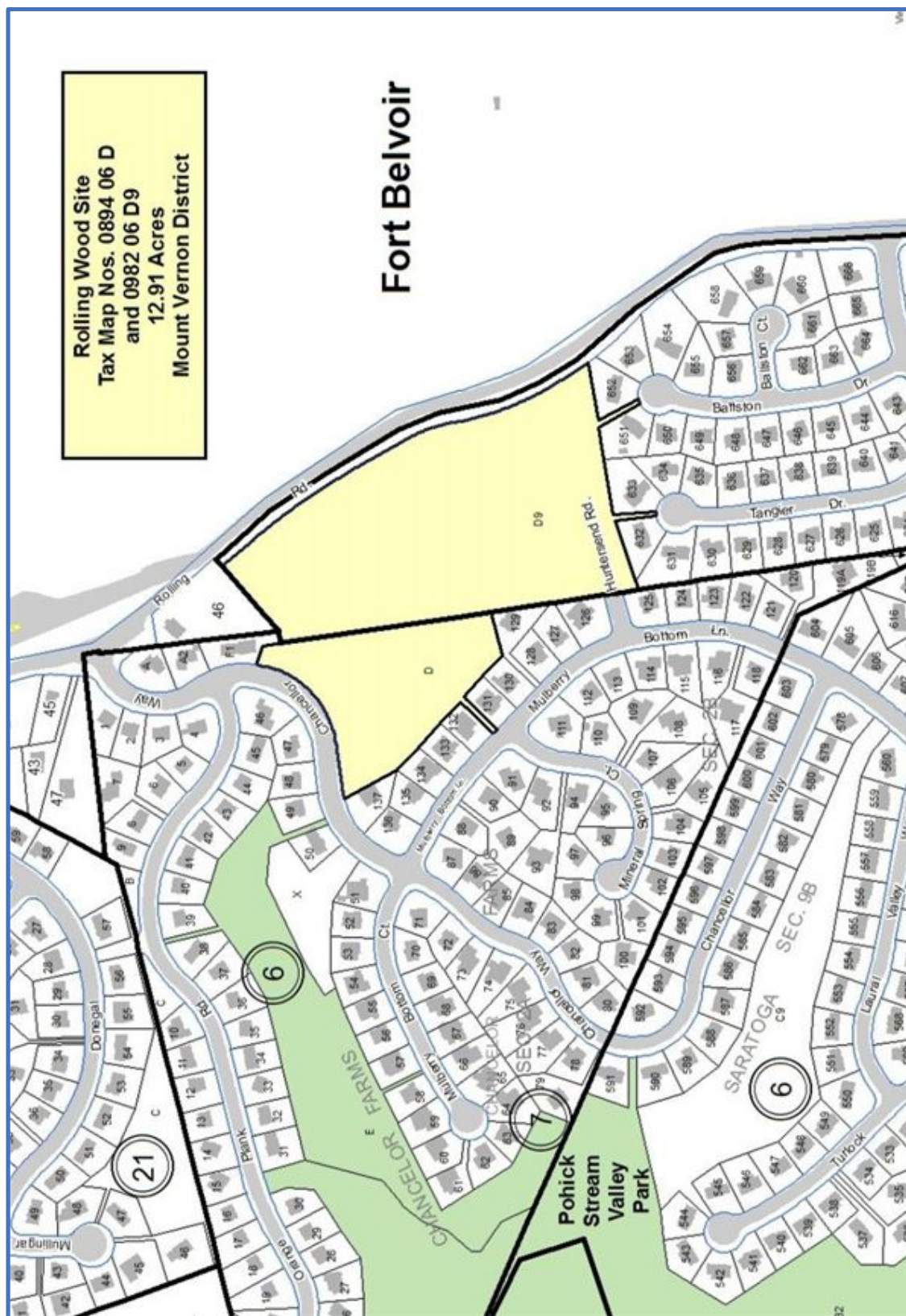
ENCLOSED DOCUMENTS:
Attachment 1 – Location Maps

STAFF:
David J. Molchany, Deputy County Executive
Joseph M. Mondoro, CFO, Department of Management and Budget
Sara K. Baldwin, Acting Director, FCPA
José A. Comayagua, Director, Facilities Management Department









Board Agenda Item
December 5, 2017

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Old Lee Highway (Providence 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 Old Lee Highway in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for January 23, 2018, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and trailers as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1, and 82-1-2(a)(50), from parking on the west side of Old Lee Highway, from Hilltop Road to the southern driveway of the Old Lee Highway Professional Condominium complex, from 6:00 p.m. to 9:00 a.m., seven days a week.

TIMING:

The Board of Supervisors should take action on December 5, 2017, to provide sufficient time for advertisement of the public hearing on January 23, 2018, at 4:00 p.m.

BACKGROUND:

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

A representative of various property owners of land along Old Lee Highway contacted the Providence District office requesting a parking restriction along Old Lee Highway, from 6:00 p.m. to 9:00 a.m., seven days a week.

This area has been reviewed multiple times over a period of 30 days. Due to the road configuration on Old Lee Highway, the restricted parking designation should be applied as shown in attachment II. Staff has verified that long term parking is occurring at this location, thereby diminishing the capacity of on-street parking for other uses. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and trailers along the west side of Old Lee Highway, from Hilltop Road to the southern

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driveway of the Old Lee Highway Professional Condominium complex, from 6:00 p.m. to 9:00 a.m., seven days a week.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$600. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: 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

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

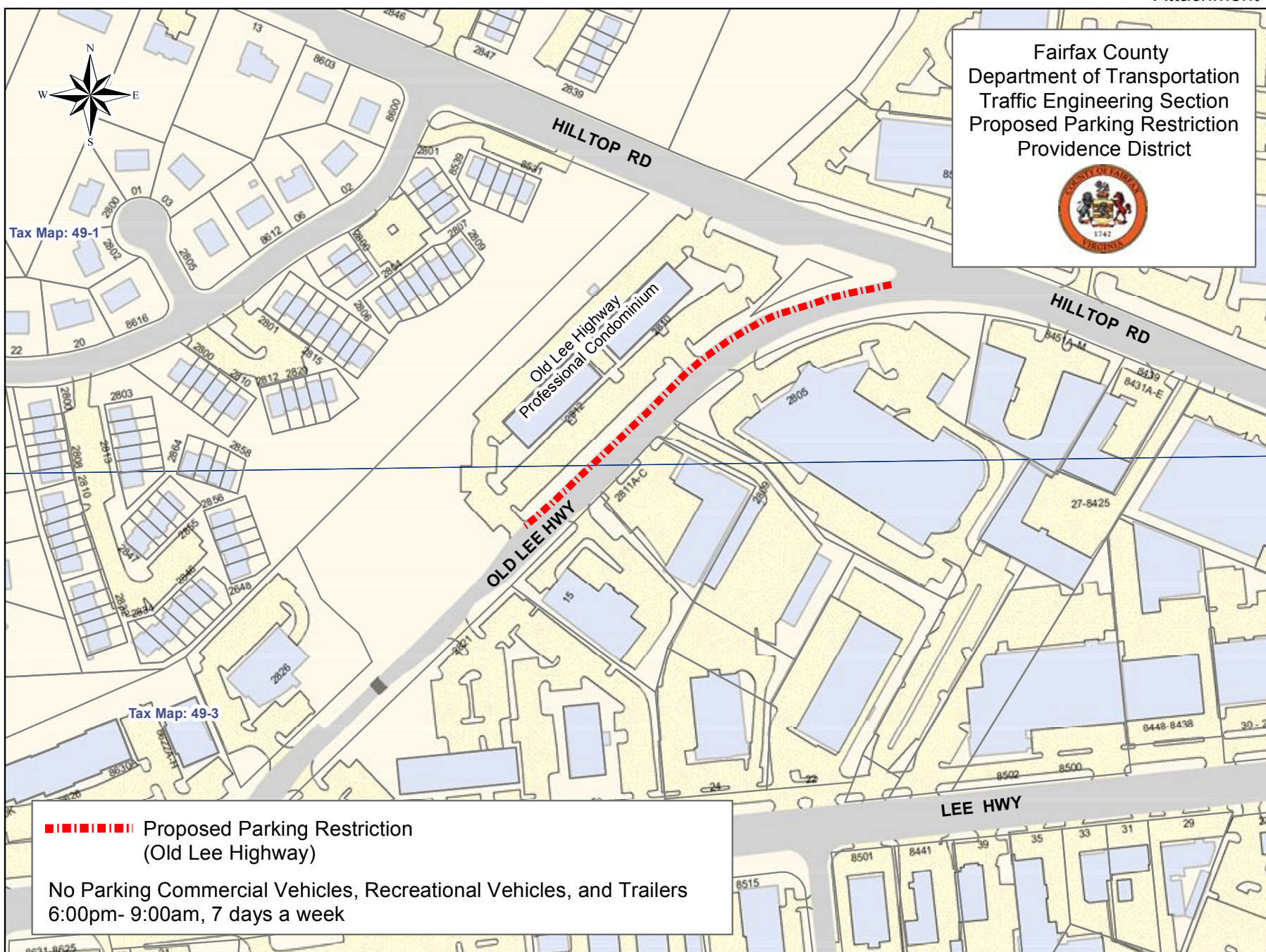
PROPOSED CODE AMENDMENT

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:

Old Lee Highway (Route 3741) from Hilltop Road to the southern driveway of the Old Lee Highway Professional Condominium complex.

Commercial vehicles, recreational vehicles, and trailers, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1, and 82-1-2(a)(50), are restricted from parking on the west side of Old Lee Highway, from Hilltop Road to the southern driveway of the Old Lee Highway Professional Condominium complex, from 6:00 p.m. to 9:00 a.m., seven days a week.



Board Agenda Item
December 5, 2017

ADMINISTRATIVE - 3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill, Providence and Sully Districts)

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 plans for Steeplechase Drive (Attachment I), Five Oaks Road (Attachment II) and Oxon Road (Attachment III) consisting of the following:

- Three speed humps on Steeplechase Drive (Hunter Mill District)
- One pedestrian refuge/raised crosswalk on Five Oaks Road (Providence)
- Four speed tables on Oxon Road (Sully District)

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

TIMING:

Board action is requested on December 5, 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 October 2, 2017, (Steeplechase Drive, Hunter Mill District), on September 21, 2017, (Five Oaks Road,

Board Agenda Item
December 5, 2017

Providence District) and on October 6, 2017, (Oxon Road, Sully District), FCDOT received verification from the local Supervisors' office confirming community support for the above referenced traffic calming plan.

FISCAL IMPACT:

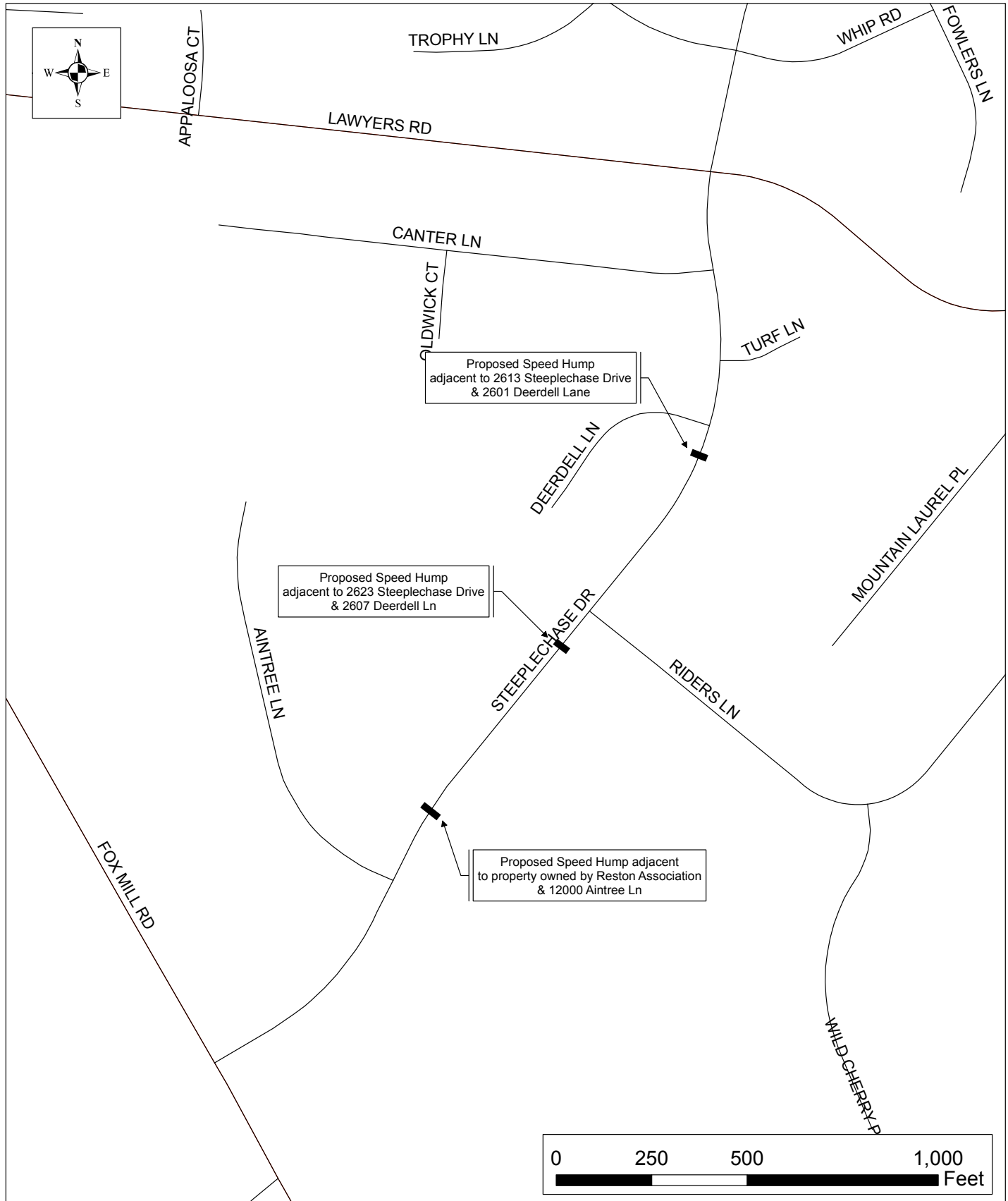
Funding in the amount of \$98,000 for the traffic calming measures associated with the Steeplechase Drive, Five Oaks Road and Oxon Road projects is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Plan for Steeplechase Drive
Attachment II: Traffic Calming Plan for Five Oaks Road
Attachment III: Traffic Calming Plan for Oxon Road

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



October 2017

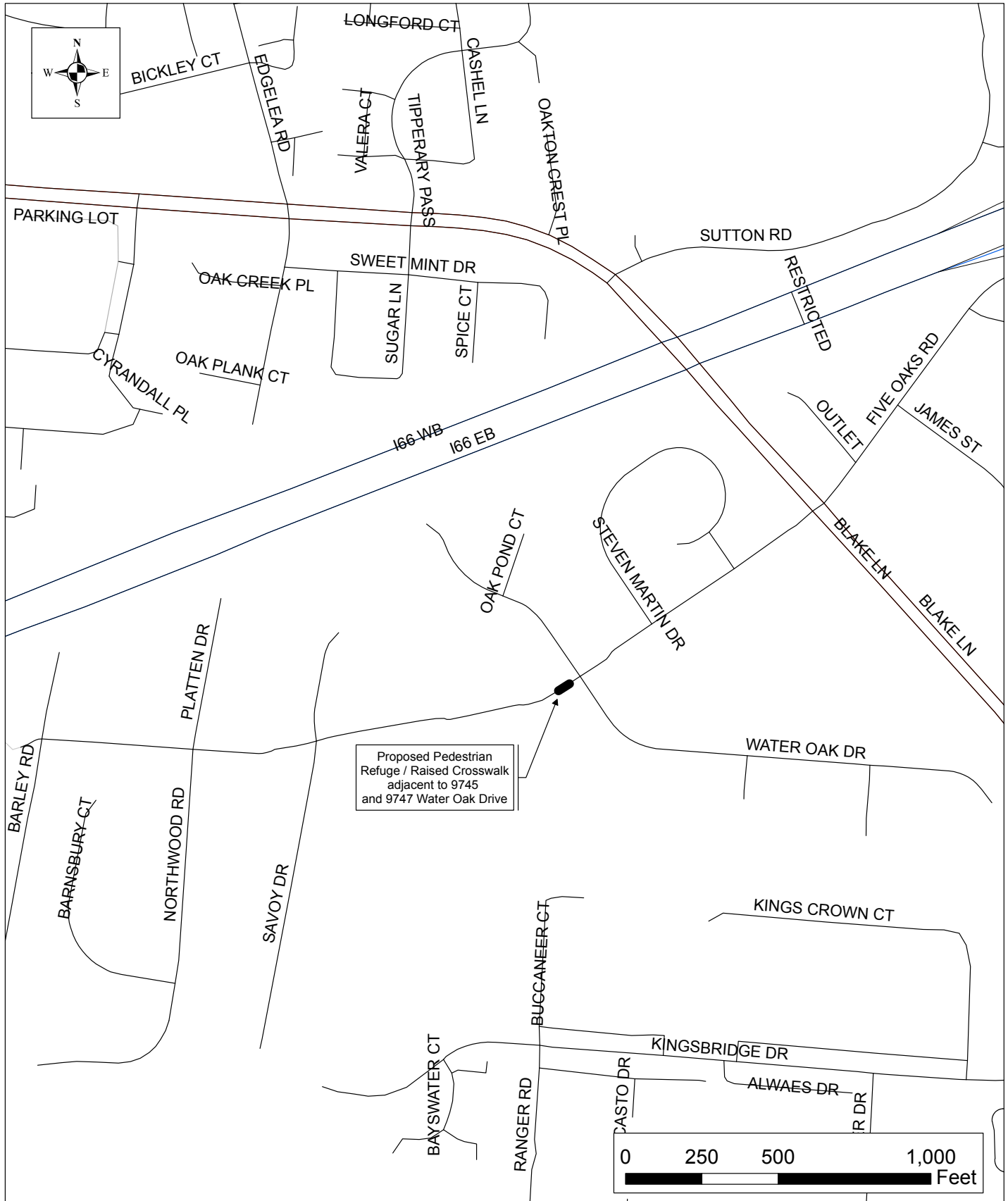
Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
STEEPLECHASE DRIVE
Hunter Mill District



A Fairfax Co. Va., publication



Tax Map: 26-3



September 2017

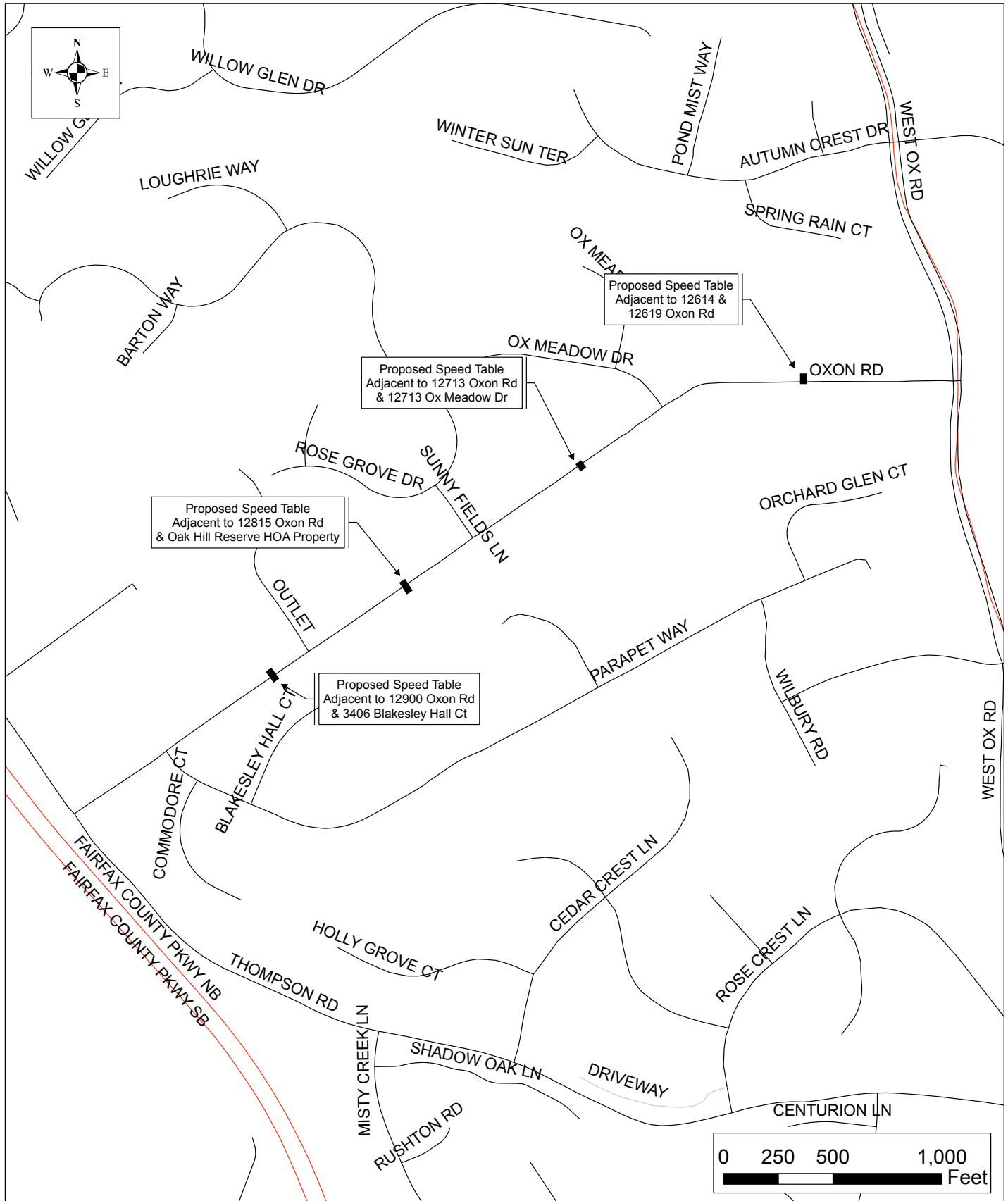
Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
FIVE OAKS DRIVE
Providence District



A Fairfax Co. Va., publication



Tax Map: 48-1, 48-3



October 2017

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



A Fairfax Co. Va., publication



Tax Map: 35-4

Board Agenda Item
December 5, 2017

ADMINISTRATIVE – 4

Extension of Review Period for 2232 Applications (Mason, Mount Vernon and Sully Districts)

ISSUE:

Extension of review period for 2232 applications 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 applications: 2232-M17-37, FSA-V15-18-2, FS-M17-36, 2232-Y17-38, and 2232-Y17-40.

TIMING:

Board action is required on December 5, 2017, to extend the review period of the applications noted above before their expiration date.

BACKGROUND:

Subsection B of *Section 15.2-2232* of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." 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 applications should be extended:

2232-M17-37	Fairfax County Park Authority Green Spring Gardens 4603 Green Spring Road Alexandria, VA Mason District Accepted October 23, 2017 Extend to April 23, 2018
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Board Agenda Item
December 5, 2017

FSA-V15-18-2 Verizon Wireless
1804 Ingemar Court
Alexandria, VA
Mount Vernon District
Accepted September 19, 2017
Extend to February 16, 2018

FS-M17-36 T-Mobile
6166 Leesburg Pike
Falls Church, VA
Mason District
Accepted October 17, 2017
Extend to March 16, 2018

2232-Y17-38 Verizon Wireless
13857 McLearen Road
Herndon, VA
Sully District
Accepted October 17, 2017
Extend to March 16, 2018

2232-Y17-40 T-Mobile
3903 Fair Ridge Drive
Fairfax, VA
Sully District
Accepted October 25, 2017
Extend to March 24, 2018

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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

ADMINISTRATIVE - 5

Authorization to Advertise Proposed Amendments to Chapter 112 (Zoning Ordinance) and Appendix Q (Land Development Services Fee Schedule) of the Code of the County of Fairfax, Virginia (County Code) Re: Parking Requirements and Reductions

ISSUE:

Board of Supervisors' authorization to advertise public hearings on proposed amendments to the parking requirements in Article 11 of the Zoning Ordinance and fees charged for the review of parking reductions in Appendix Q. The proposed amendments streamline and add flexibility to the regulatory process by eliminating the need for some parking reductions, providing for administrative approval of some parking reductions currently requiring Board of Supervisors (Board) approval, and providing for Board approval of parking reductions ineligible for consideration under the current parking reduction provisions.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the proposed amendments as set forth in the Staff Report dated December 5, 2017, by adopting the resolution in Attachment 1.

TIMING:

Board action is requested on December 5, 2017, to provide sufficient time to advertise public hearings on January 24, 2018, before the Planning Commission, and on February 20, 2018, before the Board.

BACKGROUND:

The proposed amendments: provide for administrative approval of some parking reductions based on sharing of parking among uses; reduce the amount of parking required for office, residential, and commercial uses within Transit Station Areas (TSAs) identified in the Comprehensive Plan; replace the current provisions for parking reductions based on proffered Transportation Demand Management (TDM) programs with provisions for a more general parking reduction based on unique characteristics of a proposed use; and include related minor changes to existing parking requirements. The proposed amendments were developed in response to both the Fairfax First initiative and the Strategic Plan to Facilitate the Economic Success of Fairfax County. A small working group of County staff and stakeholders was tasked with reviewing the

parking requirements in the Zoning Ordinance focusing on parking reductions. The proposed amendments are included as Item #3 on the 2017 Priority 1 Zoning Ordinance Work Program. Five proposals were developed and presented to the Board's Development Process Committee over a series of four meetings beginning with the February 17, 2017, meeting. Four of the proposals resulted in the proposed changes to the County Code presented below. The fifth proposal, which provides for the development and publishing of basic submission requirements for parking reduction requests, doesn't require a code amendment and will be completed subsequent to final Board action on the proposed amendments. The proposed amendments have been presented, in concept, to the Planning Commission's Land Use Process Review Committee, the Engineering Standards Review Committee, the Northern Virginia Building Industry Association, NAIOP (the Commercial Real Estate Development Association), the Engineers and Surveyors Institute, and the zMOD Citizen Advisory Group.

PROPOSED AMENDMENTS:

The specific changes to the Zoning Ordinance and County Code include:

1. Lower parking rates for office, multifamily residential, and commercial uses in the ten TSAs identified in the Comprehensive Plan. This will eliminate the need for many of the parking reduction requests based on proximity to the transit stations that have been routinely approved by the Board in the past. Reductions below the new base rates may be approved by the Board. The proposed rate for offices has two tiers based on distance from the metro station as opposed to the current requirement with three tiers based on total Gross Floor Area (GFA) of the building(s). The proposed rate for multifamily residential uses is based on the number of bedrooms per unit as opposed to the current rate of 1.6 spaces per unit. The proposed rate for commercial uses is a flat 20 percent reduction of current rates. The 20 percent reduction excludes office and eating establishment uses.

2. Approval of parking reductions of up to 30 percent by the Director of Land Development Services (LDS) based on the timing of peak parking demand for different uses (shared parking) subject to specific conditions to ensure that the site and adjacent areas are not adversely affected. Currently, such reductions must be approved by the Board. These provisions are narrowly tailored so that the Board retains authority over reductions for active zoning cases and any reduction previously approved by the Board. Approval by the Director of LDS will not be available for pending zoning cases submitted for approval by the Board or revisions to parking reductions previously approved by the Board. These would still have to be approved by the Board regardless of the amount of the requested reduction. Additionally, requests for reductions exceeding 30 percent could be approved by the Board.

3. Elimination of provisions for parking reductions based on proffered TDM programs. There is no generally accepted method for correlating vehicle trip reductions, using TDM strategies, with reductions in the amount of parking needed and there must be a plan in place to provide additional parking if the expected reduction in parking needed does not materialize. Additionally, the time of peak parking demand for a site that is assessed with parking studies, and the time of peak traffic for that same site that TDM typically targets, rarely align, making conclusions about parking reductions through TDM programs questionable. As a result, parking reductions based on proffered TDM programs are rarely justifiable and problematic because of post-construction site constraints preventing the installation of additional parking.
4. Provisions for Board approval of a parking reduction based on the unique characteristics of the proposed use(s). These provisions provide for parking reductions that do not qualify for consideration under more specific types of reductions and currently cannot be approved regardless of merit.
5. Related minor changes to clarify current requirements for the use of offsite parking, shared parking, and parking reductions based on proximity to mass transit stations and other types of transportation facilities or within TSAs.
6. Eliminate the \$2,811.60 fee for review of parking reductions based on proffered TDM programs and add a fee in the same amount for review of parking reductions based on unique characteristics of a proposed use. Clarify that the fee for parking reductions based on proximity to mass transit includes reductions for other types of transportation facilities including bus service and sites within TSAs. The description in the fee schedule was not updated when the provisions for reductions related to mass transit were clarified in 2016.

REGULATORY IMPACT:

The lowering of parking rates for multifamily residential, office, and commercial uses in TSAs is a lessening of current regulatory requirements. The allowance for administrative approval for some parking reductions currently requiring Board approval will lessen the processing time for review of such requests. The elimination of the current provision for parking reductions based on proffered TDM programs will have little impact because it is rarely used. The addition of a provision for a parking reduction based on unique characteristics of a proposed use will address situations that currently cannot be considered under any of the existing types of reductions. A fee will be charged for review of parking reduction requests in accordance with the Land Development Services Fee Schedule. Fees are unchanged except for the replacement of the fee for reductions based on proffered TDM programs with an equal fee for reductions based on unique characteristics of a proposed use.

Board Agenda Item
December 5, 2017

FISCAL IMPACT:

There is no fiscal impact to the County. The proposed amendments will not require any additional staff to implement. Staff time will be reduced because of reduced processing time for some parking reduction requests and the elimination of the need for some requests in TSAs altogether.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – Staff Report Dated December 5, 2017

STAFF:

Robert A. Stalzer, Deputy County Executive

William D. Hicks, P.E., Director, Land Development Services

Leslie B. Johnson, Zoning Administrator, Department of Planning and Zoning

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

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 December 5, 2017, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, the Board of Supervisors (Board) has adopted a Zoning Ordinance Amendment Work Program and placed the Parking Amendments on the First Tier of the Priority 1 amendments; and

WHEREAS, the Parking Amendments were developed in response to the Board's Fairfax First Initiative; and

WHEREAS, changes to the parking requirements were recommended as part of the Board's Strategic Plan to Facilitate Fairfax County's Economic Success; and

WHEREAS, providing for administrative approval of some parking reductions currently requiring Board approval and replacing provisions for parking reductions based on proffered Transportation Demand Management programs with provisions for parking reductions based on the unique characteristics of proposed uses will add additional flexibility to the Zoning Ordinance; and

WHEREAS, in order to reduce the need for formal parking reduction requests in Transit Station Areas (TSAs) identified in the Comprehensive Plan, new lower parking rates are proposed in TSAs; and

WHEREAS, related minor changes to requirements for shared parking, use of offsite parking, transit related parking reductions, and review fees for parking reductions are needed; and

WHEREAS, the public necessity, convenience, general welfare, and good practice require consideration of the proposed revisions to Chapter 112 (Zoning Ordinance) and Appendix Q (Land Development Services Fees) 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 authorize the advertisement of the proposed amendments to the Zoning Ordinance and Appendix Q of the County Code, as recommended by staff.

Given under my hand this 5th day of December, 2017.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors



LAND DEVELOPMENT SERVICES
December 5, 2017

STAFF REPORT

- ☒ PROPOSED COUNTY CODE AMENDMENT
- ☐ PROPOSED PFM AMENDMENT
- ☐ APPEAL OF DECISION
- ☐ WAIVER REQUEST

Proposed Amendments to Chapter 112 (Zoning Ordinance) and Appendix Q (Land Development Services Fee Schedule) of the Code of the County of Fairfax, Virginia (County Code) Re: Parking Requirements and Reductions

Authorization to Advertise

December 5, 2017

Planning Commission Hearing

January 24, 2018

Board of Supervisors Hearing

February 20, 2018

Prepared by:

Code Development and
Compliance Division
JAF (703) 324-1780

STAFF REPORT

STAFF RECOMMENDATION

Staff recommends that the Board of Supervisors (the Board) adopt the proposed amendments as set forth in this Staff Report dated December 5, 2017.

BACKGROUND

The proposed amendments were developed in response to both the Fairfax First initiative and the Strategic Plan to Facilitate the Economic Success of Fairfax County. A small working group of County staff and stakeholders was tasked with reviewing the parking requirements in the Zoning Ordinance focusing on parking reductions. The proposed amendments are included as Item #3 on the 2017 Priority 1 Zoning Ordinance Work Program. Five proposals were developed and presented to the Board's Development Process Committee at committee meetings held on February 17, March 28, May 23, and July 18, 2017, which may be viewed here:

<https://www.fairfaxcounty.gov/bosclerk/board-committees/meetings/2017/archive.htm>.

Four of the proposals resulted in the proposed changes to the County Code presented below. The fifth proposal, which provides for the development and publishing of basic submission requirements for parking reduction requests, does not require a code amendment and will be completed subsequent to final Board action on the proposed amendments. In addition to the Board's Development Process Committee, the proposed amendments have been presented, in concept, to the Planning Commission's Land Use Process Review Committee, the Engineering Standards Review Committee, the Northern Virginia Building Industry Association, NAIOP (the Commercial Real Estate Development Association), the Engineers and Surveyors Institute, and the zMOD Citizen Advisory Group.

DISCUSSION

Amendments related to the use of offsite parking

Generally, required parking must be provided on the same lot as the building or use it serves. However, the Zoning Ordinance includes provisions to allow a site to meet its parking requirement using excess offsite parking spaces provided there is an agreement between the two property owners that assures the "permanent availability" of the off-site parking spaces. This provision is rarely used because most owners are unwilling to commit to providing permanent availability of the parking spaces. As uses on sites change over time, permanent availability is not always necessary, especially with respect to temporary uses. The proposed amendments add some flexibility to these provisions by replacing the requirement for permanent availability with a requirement for continuing availability sufficient to serve the uses associated with the parking. Continuing availability could relate to a specific minimum time period or the period of a lease, including options, determined on a case by case basis by the Director of Land Development Services (LDS) or the Board.

Amendments related to parking reductions based on the timing of peak parking demand for different uses (shared parking).

Where there are multiple uses on a site, although the physical parking spaces may be shared by the users, the required parking for the site is the sum of the required parking for each of the individual uses. In actuality, the demand for parking by each use varies throughout the day. Basing parking on a simple sum of the required parking for the individual uses may result in more parking being required than is actually needed. Determining the number of parking spaces based on the timing of parking demand for the different uses is basically a mathematical exercise conducted using a standard methodology. An example of how parking is determined using hourly parking demand was included in a staff presentation to the Board's Development Process Committee on March 28, 2017. The Zoning Ordinance includes provisions for approval of reductions in required parking by the Board based on the hourly variation in demand for parking provided the reduction does not adversely affect the site or the adjacent area. Staff reviewed 42 shared parking reductions approved by the Board between 2000 and 2016 and found that approximately 85 percent of the approved reductions were below 30 percent. Allowing for administrative approval of some of these routinely approved reductions would save time and effort for both applicants and the Board. Two amendments are proposed.

- The Zoning Ordinance refers to the variation in demand throughout the day as "hourly parking accumulation characteristics." This terminology is being replaced by the term "hourly parking demand" which is more readily understood.
- The proposed amendments include additional provisions for administrative approval of such reductions up to 30 percent by the Director of Land Development Services (LDS) subject to specific conditions to insure that the site and adjacent areas are not adversely affected. Approval by the Director of LDS will not be available for pending zoning cases submitted for approval by the Board, sites within 1,000 feet of a Residential Permit Parking District, or sites where the number of parking spaces is specified by an approved special permit, special exception, proffered condition, or a parking reduction approved by the Board. Any requests for reductions not eligible for administrative approval may be approved by the Board under the current shared parking provisions which are being retained. Approximately 50 percent of the 42 reductions reviewed by staff would have been eligible for administrative approval under the conditions proposed. Individual Board members would be consulted as part of the review process for each administrative reduction applied for in their district.

Amendments related to parking reductions based on proffered Transportation Demand Management (TDM) programs

The Zoning Ordinance includes provisions for approval by the Board of reductions in required parking based on proffered TDM programs. The purpose of TDM programs is the reduction of single occupancy vehicle trips. There is no generally accepted method for correlating trip reductions with reductions in parking demand. Additionally, the time of peak parking demand for a site that is assessed with parking studies, and the time of

peak traffic for that same site that TDM typically targets, rarely align, making conclusions about parking reductions through TDM programs questionable. Current provisions require that the applicant demonstrate how parking would be provided if the TDM program doesn't result in the projected reduction in parking demand. This is necessary because of the speculative nature of these reductions but is problematic because site layout is so reliant on the parking reduction that providing for additional parking after the site is built-out is unrealistic. There have been only a handful of reductions based solely on proffered TDM programs in the past 30 years. The proposed amendments delete the provisions for parking reductions based on proffered TDM programs and replace them with a more general type of reduction.

Amendments related to a parking reductions based on the unique characteristics of proposed uses.

The proposed amendments add provisions for Board approval of a more general type of parking reduction based on the unique characteristics of the proposed use(s). Some reductions don't fit neatly into the existing categories of reductions and couldn't otherwise be considered regardless of merit. As with other types of reductions, the applicant would still have to provide justification for the request and demonstrate that there would be no adverse impacts on the site or adjacent areas. This type of reduction request is only intended to address unique circumstances specific to that use and not as a mechanism to ask for a change to the parking rates set forth in the Zoning Ordinance for the general type of use involved.

Amendments related to parking rates in TSAs.

The Comprehensive Plan identifies ten transit station areas surrounding existing and proposed Metrorail stations. All of the proposed stations are in the design/construction stage with funding. Development in TSAs is transit oriented or influenced with specific plan recommendations. It is generally recognized that parking demand near transit stations is less than demand for similar uses without convenient access to transit stations. The basic proposal is to lower parking rates in the TSAs so that reductions are not needed. The proposed rates are structured in a similar manner to the current rates in the Zoning Ordinance for the PTC Planned Tysons Corner Urban District. However, unlike the PTC District, there are no maximum rates proposed for the TSAs. Applicants may still apply for Board approval of reductions below the new base rates under the provisions for proximity to mass transit, which are being retained. The basic proposal has three components: multifamily, office, and commercial excluding eating establishments and fast food restaurants.

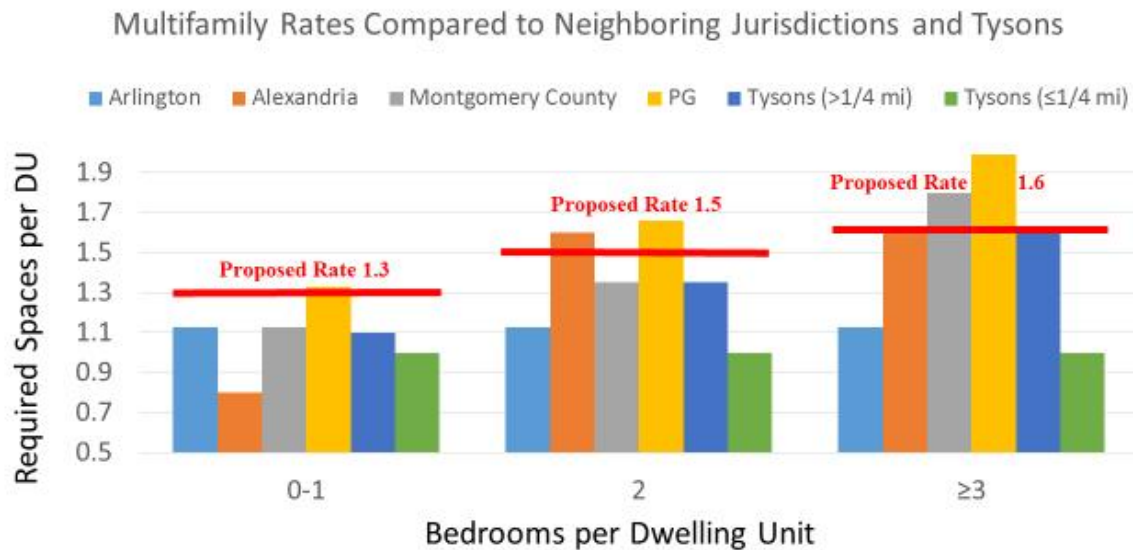
The current parking requirement for multifamily residential uses is 1.6 spaces per dwelling unit (DU). The proposed multifamily rates are based on the number of bedrooms per DU as shown in Table 1.

Table 1.

Proposed Multifamily Parking Rates in TSAs

<u>Bedrooms</u>	<u>Parking Rate</u>
0-1	1.3
2	1.5
3+	1.6

Parking required under the proposed rates was compared with observed parking at four multifamily developments in Fairfax County. All sites were within 0.4 miles of transit stations and bedroom counts were known. The parking supply at three of the four sites was adequate (i.e. more spaces were available than needed to meet the observed demand). At the fourth site, all of the available spaces were used. Therefore, it is assumed that the parking provided on the site is inadequate to meet the actual demand although the extent of the inadequacy is unknown. In all four cases, parking required under the proposed rates was adequate to meet the observed demand without over parking the site (i.e. Parking supply between 80 – 95 percent of demand.). Parking required under the proposed rates was also compared with eleven parking reductions for multi-family sites approved by the Board between 2000 and 2017. In each case, the amount of parking required under the proposed rates is more than the amount of parking that was required for the approved reductions. The average parking reduction approved by the Board was 19.9 percent versus an average reduction of 14.6 percent for the proposed rates as compared to the current rate. Therefore, the proposed rates are slightly more conservative than the reductions that the Board has been approving. The proposed rates were also compared to rates in neighboring jurisdictions for their equivalent of our TSAs and the Tysons PTC District. As depicted in the chart below, the proposed rates are more conservative than most of the neighboring jurisdictions and the Tysons PTC District.



The second component of the proposal covers office uses in TSAs. The current countywide parking requirement for office uses has a tiered structure that varies with the total gross floor area (GFA) of the building(s). The proposed parking requirement in TSAs also has a tiered structure but it varies with distance to a metro station. The proposed TSA and current countywide rates are shown in Table 2.

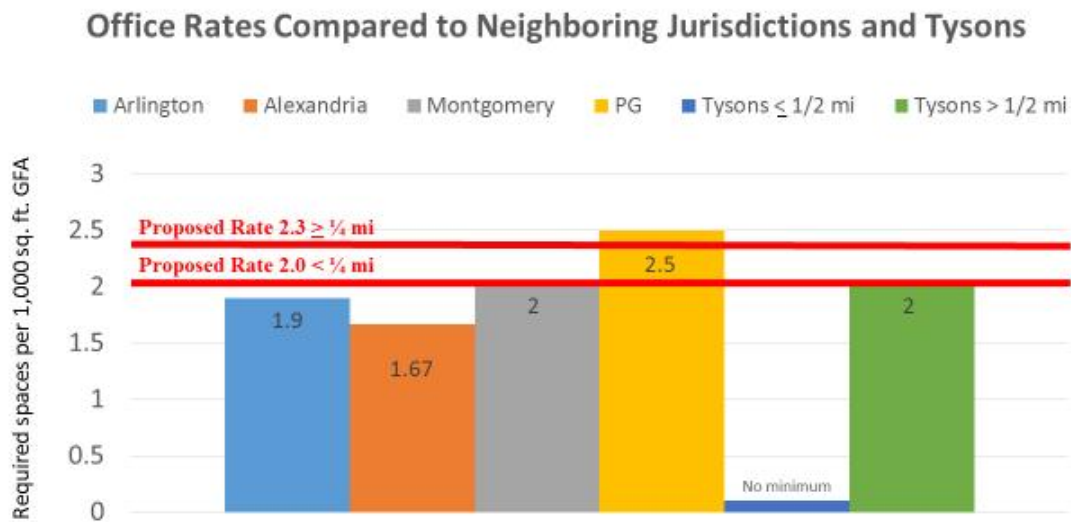
Table 2.
Proposed and Current Office Parking Rates in TSAs

<u>Proposed Office Rates</u>	
<u>Distance</u>	<u>Proposed Rate</u>
0 - 1/4 mile	2.0
> 1/4 mile	2.3
<u>Current Office Rates</u>	
<u>Total GFA (sq. ft.)</u>	<u>Existing Rate</u>
≤ 50,000	3.6
50,000 - < 125,000	3.0
≥ 125,000	2.6

Note: All rates in spaces per 1,000 sq. ft. GFA

Parking data was collected at ten office sites located in Merrifield, Tysons, Reston, Herndon, and Fair Oaks in 2008-2009 prior to construction of the Silver Line. The average parking demand for the ten sites was 1.64 spaces per 1,000 sq. ft. of GFA with

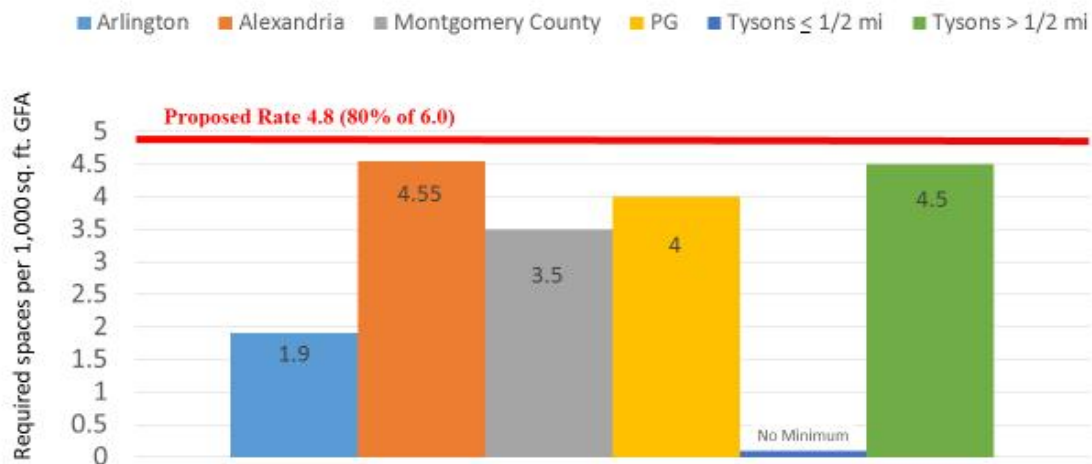
an 85th percentile value of 2.33 spaces per 1,000 sq. ft. of GFA. The 85th percentile value simply means that 85 percent of the observed values were below that number. The 85th percentile value is frequently used to set parking requirements. Because the data was collected prior to construction of the Silver Line, it is a strong indication that the proposed rates will provide adequate parking in the TSAs. The proposed rates were also compared to rates in neighboring jurisdictions for their equivalent of our TSAs and the Tysons PTC District. As depicted in the chart below, the proposed rates are more conservative than most of the neighboring jurisdictions and the Tysons PTC District.



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The third component covers commercial uses not including office and eating establishment in TSAs. [Note: On October 24, 2017, the Board authorized public hearings on a proposed zoning ordinance amendment to delete the definition of eating establishment and replace it with a new definition of restaurant. If the amendment is adopted the reference to eating establishment will be replaced with restaurant.] The proposed amendments would reduce the parking requirements in the TSAs by 20 percent. Because there are many and varied commercial uses, all of which cannot be compared, as an example, the proposed rates were compared to rates in neighboring jurisdictions for their equivalent of our TSAs and the Tysons PTC District. As depicted in the chart below, the proposed rates are more conservative than most of the neighboring jurisdictions and the Tysons PTC District.

Retail Rates Compared to Neighboring Jurisdictions and Tysons



13

Amendments to the LDS Fee Schedule

Because parking reductions for proffered TDMs are being eliminated, its associated review fee is being deleted. A review fee is being added for the new reduction type based on the unique characteristics of proposed uses in an amount of \$ 2,811.60, which is equal to the lowest current fee for any reduction requiring Board approval. The text for the fee related to shared parking is being changed to match the replacement of the terminology “hourly parking accumulation characteristics” with “sum of the hourly parking demand.” The text for the fee for parking reductions based on proximity to mass transit includes reductions for other types of transportation facilities including bus service and sites within TSAs. The description in the fee schedule was not updated when the provisions for reductions related to mass transit were clarified in 2016.

CONCLUSION

The proposed amendments streamline and add flexibility to the regulatory process by eliminating the need for some parking reductions, providing for administrative approval of some parking reductions currently requiring Board approval, providing for Board approval of parking reductions ineligible for consideration under the current parking reduction provisions, and clarifying existing requirements.

**PROPOSED ZONING ORDINANCE AMENDMENT
CHAPTER 112 OF THE FAIRFAX COUNTY CODE**

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of December 5, 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.

1 Amend Article 11, Off-Street Parking and Loading, Private Streets, Part 1, Off-Street
2 Parking, as follows:

3
4 - Amend Sect. 11-102, General Provisions, by revising Paragraphs 1, 4, 5 and 26, to read
5 as follows:

- 6
7 1. All required off-street parking spaces ~~shall~~ must be located on the same lot as the
8 structure or use to which they are accessory or on a lot contiguous thereto which has the
9 same zoning classification, and is either under the same ownership, or is subject to
10 agreements or arrangements satisfactory to the Director that will ensure the continuing
11 availability of such spaces in a manner that is sufficient to adequately serve the use(s) to
12 which such parking is associated ~~permanent availability of such spaces.~~

13 Provided, however, where there are practical difficulties or if the public safety and/or
14 public convenience would be better served by the location other than on the same lot or
15 on a contiguous lot with the use to which it is accessory, the Board, acting upon a specific
16 request, may authorize such alternative location subject to conditions it deems
17 appropriate and the following:

- 18
19 A. Such required space ~~shall~~ will be subject to agreements or arrangements satisfactory
20 to the Board that will ensure the continuing availability of such spaces in a manner
21 that is sufficient to adequately serve the use(s) to which such parking is associated
22 ~~permanent availability of such spaces~~, and

- 23
24 B. The applicant ~~shall~~ must demonstrate to the Board's satisfaction that such required
25 space ~~shall be~~ is generally located within 500 feet walking distance of a building
26 entrance to the use that such space serves or such space will be provided off-site with
27 access via a valet or shuttle service subject to agreements or arrangements approved
28 by the Board which will ensure the operation of such service and that there will not be
29 any adverse impacts on the site of the parking spaces or the adjacent area, or

- 30
31 C. Such required space ~~shall~~ will be accommodated in accordance with the provisions of
32 Par. 6 below.

In a Commercial Revitalization District, the Director may approve an alternative location in accordance with the above and the provisions of the Commercial Revitalization District.

4. Off-street parking spaces may serve two (2) or more uses; however, in such case, the total number of such spaces must equal the sum of the spaces required for each separate use except:

A. As may be permitted under Paragraphs 5, 22, 26, ~~and 27, and 28~~ below and Par. 3 of Sect. 106 below, or a previously approved parking reduction based on a proffered transportation demand management program;

B. That the Board may, subject to conditions it deems appropriate, reduce the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Board's satisfaction that fewer spaces than those required by this Part will adequately serve two (2) or more uses by reason of the sum of the hourly parking demand accumulation characteristics of such uses and such reduction will not adversely affect the site or the adjacent area.

C. That the Director may, subject to appropriate conditions, reduce by up to **thirty (30) percent** the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Director's satisfaction that fewer spaces than those required by this Part will adequately serve two (2) or more uses by reason of the sum of the hourly parking demand of such uses and such reduction will not adversely affect the site or the adjacent area. Such reductions may not be approved if: *[Advertised to permit the Board to consider a parking reduction of 0 to 50 percent.]*

(1) There is a pending rezoning, special exception, or proffered condition amendment application for the site; or

(2) There is a Residential Permit Parking District within 1000 feet of the subject site; or

(3) The number of parking spaces on the site is specified by an approved special permit, special exception, proffered condition, or a parking reduction approved by the Board, unless the approval allows such administrative reductions.

(4) Any reduction not meeting the requirements for approval by the Director under this paragraph may be approved by the Board pursuant to Par. 4B above.

~~Notwithstanding the above,~~ Required off-street parking spaces and their appurtenant aisles and driveways which are not fully utilized during the weekday may be used for a public commuter park-and-ride lot when such lot is established and operated in accordance with a public commuter park-and-ride lot agreement approved by the Board.

In addition, for a use where the minimum number of required parking spaces is provided on site in accordance with this Part, but additional off-site parking may be desired, the Director may, subject to conditions the Director deems appropriate, approve the use of a portion of an adjacent site's required parking spaces, when the applicant has demonstrated to the Director's satisfaction that the use of such spaces on the adjacent site will not adversely affect such site or the adjacent area by reason of the sum of the hourly parking demand ~~accumulation characteristics~~ of such uses.

5. Subject to conditions it deems appropriate, the Board may reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part when a proposed development is within ~~reasonable walking distance to:~~

A. ~~Reasonable walking distance to a mass transit station and/or within an area designated in the adopted comprehensive plan as a Transit Station Area~~ wherein the station either exists or is programmed for completion within the same time frame as the completion of the subject development; or

B. An area designated in the adopted comprehensive plan as a Transit Station Area; or

~~BC.~~ Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or wherein such facility is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service; or

~~CD.~~ Reasonable walking distance to a bus stop(s) when service to this stop(s) consists of more than three routes and at least one route serves a mass transit station or transportation facility and provides high-frequency service.

Such reduction may be approved when the applicant has demonstrated to the Board's satisfaction that the spaces proposed to be eliminated are unnecessary based on the projected reduction in the parking demand resulting from the proximity of the mass transit station or transportation facility or bus service and such reduction in parking spaces will not adversely affect the site or the adjacent area, including potential impacts on existing overflow parking in nearby neighborhoods. For the purposes of this provision, a determination regarding the completion time frame for a mass transit station or transportation facility ~~shall~~ must include an assessment of the funding status for the transportation project.

26. ~~In conjunction with the approval of a proffer to establish a transportation demand management (TDM) program, or if a development is subject to an approved proffer for the establishment of a TDM program, the Board may, subject to conditions it deems appropriate, reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part when the applicant has demonstrated to the Board's satisfaction that, due to the proffered TDM program, the spaces proposed to be eliminated for a site are unnecessary and such reduction in parking spaces will not adversely affect the site or the adjacent area. In no event shall the reduction in the number~~

of required spaces exceed the projected reduction in parking demand specified by the proffered TDM program.

For the purposes of this provision, a proffered TDM program shall include: a projected reduction in parking demand expressed as a percentage of overall parking demand and the basis for such projection; the TDM program actions to be taken by the applicant to reduce the parking demand; a requirement by the applicant to periodically monitor and report to the County as to whether the projected reductions are being achieved; and a commitment and plan whereby the applicant shall provide additional parking spaces in an amount equivalent to the reduction should the TDM program not result in the projected reduction in parking demand.

For reductions that are not eligible for consideration under Paragraphs 4, 5, 22, 27, or 28 of this Section, or Par. 3 of Sect. 106 below, the Board may, subject to conditions it deems appropriate, reduce the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Board's satisfaction that, due to the unique characteristics of the proposed use(s), the spaces proposed to be eliminated for the site are unnecessary and such reduction in parking spaces will not adversely affect the site or the adjacent area.

- **Amend Sect. 11-106, Minimum Required Spaces for Other Uses, by revising Par. 3 to read as follows:**

3. Church, Chapel, Temple, Synagogue or Other Such Place of Worship:

One (1) space per four (4) seats in the principal place of worship; provided that the number of spaces thus required may be reduced by the Director, subject to conditions the Director deems appropriate, by not more than fifty (50) percent if the place of worship is generally located within 500 feet of any public parking lot or any commercial parking lot where sufficient spaces are available by permission of the owner(s) without charge, during the time of services to make up the additional spaces required.

For places of worship with child care centers, nursery schools and/or schools of general or special education, the Director may, subject to conditions the Director deems appropriate, reduce the total number of parking spaces required by the strict application of this Part for such child care centers, nursery schools and/or schools of general or special education when the Director has determined that fewer spaces than those required will adequately serve all the uses on-site due to their respective the sum of the hourly parking demand for such uses ~~accumulation characteristics~~.

- **Add new Sect. 11-107, Minimum Required Spaces for Transit Station Areas, to read as follows:**

11-107 Minimum Required Spaces for Transit Station Areas

For any development within an area designated in the adopted comprehensive plan as a Transit Station Area, minimum off-street parking spaces accessory to the uses hereinafter designated will be provided as follows:

1. Dwelling, Multiple Family:

A. 0 or 1 bedroom: One and three-tenths (1.3) spaces per unit

B. 2 bedrooms: One and five-tenths (1.5) spaces per unit

C. 3 or more bedrooms: One and six-tenths (1.6) spaces per unit

[Advertised to permit the Board to consider a range of 1.1 -1.6 spaces per unit.]

2. Office:

A. Two (2.0) spaces per 1,000 square feet of gross floor area for a building located a distance of 0-1/4 mile from a metro station entrance along an accessible route

B. Two and three-tenths (2.3) spaces per 1000 square feet of gross floor area for a building located a distance of greater than 1/4 mile from a metro station entrance along an accessible route

4. Eating Establishment: Parking rates set forth in Sect. 11-104.

[On October 24, 2017, the Board authorized public hearings on a proposed zoning ordinance amendment to replace the eating establishment definition with a new restaurant definition. If the amendment is adopted, the reference to eating establishment will be replaced with a reference to restaurant.]

5. Commercial and Related Uses:

All commercial and related uses set forth in Sect. 11-104 and not contained in this section: **Eighty (80) percent** of the parking rate set forth in Sect. 11-104

[Advertised to permit the Board to consider a range of 75 to 95 percent of the minimum parking space requirement and/or include eating establishments.]

All other uses located in a designated Transit Station Area that do not have a parking rate set forth in this section will be subject to the parking rates set forth in Sections 11-103, 11-105 and 11-106.

**PROPOSED AMENDMENTS
TO
APPENDIX Q (LAND DEVELOPMENT SERVICES FEE SCHEDULE)
OF THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA**

Amend Section II Site Development Fees, by modifying Part A (Plan and Document Review Fees, Subpart (D) (Processing of Studies, Soils Reports and Other Plans) Item No. 1 (Studies) to read as follows:

1. Studies	
• Drainage study, per submission (non-floodplain watersheds)	\$1,960.80
• Floodplain study	
▪ Per submission, per linear foot of baseline or fraction thereof	\$2.76
▪ Plus, fee per road crossing and per dam,	\$610.80
Not to exceed total fee, per submission	\$11,226.00
• Parking study	
▪ Parking tabulation for change in use, per submission	\$980.40
▪ Parking redesignation plan, per submission	\$980.40
▪ Administrative parking reduction for churches, chapels, temples, synagogues and other such places of worship with child care center, nursery school or private school of general or special education, per submission	\$980.40
▪ Parking reduction based on hourly parking accumulation characteristics or hourly parking accumulation characteristics <u>the sum of the hourly parking demand or the sum of the hourly parking demand</u> in combination with other factors when the required spaces are:	
♦ Under 225 spaces	\$2,811.60
♦ 225 to 350 spaces	\$4,882.80
♦ 351 to 599 spaces	\$7,806.00
♦ 600 spaces or more	\$16,351.20
▪ Parking reduction based on proximity to a mass transit station, <u>transportation facility, or bus service or a parking reduction within a Transit Station Area</u>	\$2,811.60
▪ Parking reduction based on a Transportation Demand Management Program <u>the unique nature of the proposed use(s)</u>	\$2,811.60
• Recycling study: When the plan or study is submitted to the County for the sole purpose of placing recycling containers on a commercial or industrial site, as required by the Fairfax County Business Implementation Recycling Plan, per submission.	\$0.00
• Water quality Fees*	
▪ Resource Protection Area (RPA) Boundary Delineations and	

Resource Management Area (RMA) Boundary Delineations	
♦ Non-bonded lots, existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County, per submission	\$418.80
♦ Bonded lots: lots in conjunction with multiple construction within a subdivision currently bonded with the County, per submission:	
□ Projects with 150 linear feet or less of baseline	\$418.80
□ Projects with greater than 150 linear feet of baseline	\$418.80
▪ Plus, fee per linear foot of baseline or fraction thereof, in excess of 150 linear feet	\$0.96
• Water Quality Impact Assessment (WQIA)	
♦ Non-bonded lots: existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County, per submission	\$432.00
♦ Bonded lots: lots in conjunction with multiple construction within a subdivision or site plan currently bonded with the County, per submission	\$1,652.00
*In the event that a RPA and RMA Boundary Delineation and a WQIA are submitted simultaneously, only one fee shall be required and such fee shall be the higher of the fees required for the individual studies.	

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ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Chapter 82 (Motor Vehicles and Traffic), Article 5 (Stopping, Standing, and Parking)

ISSUE:

Board authorization to advertise a public hearing to consider amending Chapter 82, Article 5 of *The Code of the County of Fairfax, Virginia* (Fairfax County Code). Changes being considered include code revisions to allow certain residential parking restrictions adjacent to governmental property, to update the pay for parking sections of the code to reflect current and future technologies, to prohibit habitation in vehicles, and to prohibit maintenance of vehicles in the public right-of-way, except for emergency repairs, such as fixing a flat tire or changing a battery.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for January 23, 2018, at 4:30 p.m. to consider adoption of proposed amendments to Chapter 82, Article 5 (Attachments I through V) of the Fairfax County Code. Proposed amendments include code revisions to allow certain residential parking restrictions adjacent to governmental property, to update the pay for parking sections of the code to reflect current and future technologies, to prohibit habitation in vehicles, and to prohibit maintenance of vehicles in the public right-of-way, except for emergency repairs, such as fixing a flat tire or changing a battery.

TIMING:

The Board of Supervisors should take action on December 5, 2017, to provide sufficient time for advertisement of the public hearing on January 23, 2018, at 4:30 p.m.

BACKGROUND:

On September 10, 2013, the Board directed County staff to assemble a working group with representatives from various County agencies to review the County Parking Ordinance, to consider changes in technology, parking management and community needs.

In February 2014, a list of parking issues was distributed to each Magisterial District office, followed by discussions with Board aides from each District regarding proposed ordinance revisions. Fairfax County Department of Transportation staff worked with the Office of the County Attorney and Fairfax County Police to develop the proposed amendments to Chapter 82 (Motor Vehicles and Traffic), Article 5 (Stopping, Standing,

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and Parking) of The Fairfax County Code. In October 2016, the proposed ordinance revisions were presented to the Board Transportation Committee for comment and feedback. An updated version of the proposed ordinance revisions was presented to the Board Transportation Committee in February 2017.

The proposed amendments include the addition of a general definitions section for Section 82-5, along with four sets of changes to the parking code. The definitions section is found in Attachment I. Attachment II is a code revision to allow certain residential parking restrictions adjacent to governmental property. Attachment III includes modifications to the pay for parking sections of the code to reflect current and future technologies. Attachment IV is a new code section prohibiting habitation in vehicles parked in public rights-of-way. Attachment V is a new code section regarding maintenance of vehicles parked in public rights-of-way, except for emergency repairs, such as fixing a flat tire or changing a battery.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

- Attachment I: Proposed Amendment to the Fairfax County Code, § 82-5-0; Definitions
- Attachment II: Proposed Amendment to the Fairfax County Code, § 82-5-7; Parking commercial vehicles in residential districts.
- Attachment III: Proposed Amendment to the Fairfax County Code, § 82-5-11 through 14, 16, and 17; Pay for parking
- Attachment IV: Proposed Amendment to the Fairfax County Code, § 82-5-42; Habitation in vehicles parked in public right-of-way
- Attachment V: Proposed Amendment to the Fairfax County Code, § 82-5-43; Maintenance of vehicles parked in public right-of-way

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

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following Section, in accordance with Article 5 of Chapter 82:

Section 82-5-0. - Definitions

For the purposes of this Article, the following words and phrases shall have the meanings ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

- (a) *Acceptable form of payment* means the use of United States legal tender in the form of coins or paper currency, as well as the use of a credit card and other forms of payment or the equivalent as determined by the Board of Supervisors or approved designee.
- (b) *Public right-of-way* denotes land or property dedicated and used for public street purposes such as pedestrian, roadway or highway use in Fairfax County.

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following Section, in accordance with Article 5 of Chapter 82:

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

...

"Areas zoned for 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(54). 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(54).

In any case in which a roadway is adjacent to an area zoned for residential use on one side and not zoned on the other as a result of government owned or maintained land, then the prohibitions of this Subsection shall apply to both sides of the roadway.

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following Sections, in accordance with Article 5 of Chapter 82:

Section 82-5-11. Pay for pParking zonesmeters; authority of County Executive.

The County Executive is hereby authorized to designate pay for parking zones, and to locate, install, maintain and operate parking meters in the public right-of-way and on County-owned or -leased property.

Section 82-5-12. ~~Parking meters; installation and operation generally.~~ Legal parking in pay for parking zones

Parking meters and other methods to allow or indicate legal parking in pay for parking zones are defined in this section. Other methods not specifically defined in this section may be acceptable as long as the method is approved by the County Executive and meets the requirements of specifying the legal parking length of time and uses an acceptable form of payment.

~~Parking meters shall~~ may be placed adjacent to ~~the~~ individual parking spaces hereinafter described. Each parking meter, if installed, shall be placed or set in such a manner as to show or display by signal that the parking space adjacent to such meter is or is not legally in use. Each parking meter shall be set to display upon deposit of ~~proper coin or coins of the United States therein~~ acceptable form of payment, a signal indicating the remaining, allowable time for parking at that meter in that particular pay for parking zone, a signal indicating legal parking for the period of time conforming to the limit of parking time established for meter zone, and shall continue to operate from the time of deposit of such coin or coins therein until the expiration of the paid period for parking. time fixed as a parking limit for the parking meter zone.

In-vehicle parking meters may also be made available to the public for lease or purchase for the regulation of prepaid parking. Each such device shall be able to differentiate between various parking periods and rates and shall be capable of being attached within the user's vehicle in such manner as to permit the unobstructed view of its display from outside said vehicle. Each such device shall be set to display a signal showing the amount of legal parking time remaining at the rate and for the period of time as is designated on the parking meter for the parking space being used. Each such device shall also be so arranged that upon expiration of the lawful time limit it will indicate by a proper visible signal or display that the lawful parking period has expired. In such cases, the right of such vehicle to occupy such space shall cease and the operator, owner, possessor or manager of the vehicle shall be subject to the penalties provided in Section 82-1-32. Accommodations may also be authorized for persons with disabilities as may be necessary concerning such in-vehicle parking

meters, including other means of prepaid parking for disabled persons who are not physically able to operate in-vehicle parking meters.

Multi-space parking meters may also be installed to provide metering for more than one parking space at a time on the street, in surface lots or in garages within pay for parking zones. Immediately after occupancy of a multi-space parking meter space, the operator of a vehicle shall deposit an acceptable form of payment in said multi-space meter and follow operational procedures in accordance with the instructions posted on the meter. When appropriate, a receipt must be displayed that is clearly visible through the front windshield from outside the vehicle per the instructions on the parking meter.

Electronic payment options for pay for parking zones may also be implemented allowing payment of a parking fee with no physical parking meter, parking device or multi-space parking meter.

The operator of any vehicle parked in any parking space or area within a pay for parking zone during the hours when payment is required shall, upon parking in such space or area, use the acceptable form of payment that is required in that zone.

Section 82-5-13. ~~Parking meters; how meters and space to be used; time limit; parking overtime generally.~~ Parking at meters indicating unused time and rates for parking in pay for parking zones.

~~(a) When any vehicle shall be parked in any space in the parking meter zone, the operator of such vehicle shall, upon entering such parking space, immediately deposit or cause to be deposited the proper coin or coins of the United States in such parking meter, and when required by directions on a meter, such operator shall also set or cause to be set in operation the timing mechanism on such meter in accordance with directions, and the parking space may then be used by such vehicle during the parking period purchased by the proper coin or coins deposited in accordance with the provisions of this Section.~~

~~(b) If such vehicle shall remain parked in any such parking space beyond the time limit paid for such parking space, then such vehicle shall be considered as parking overtime and beyond the period of legal parking time, and such parking shall be deemed a violation.~~

~~(c) It shall be unlawful for any person to deposit or cause to be deposited in a parking meter a coin or coins for the purpose of extending the parking time beyond the maximum time established for the parking meter.~~

~~(d)~~(a) Any person placing a vehicle in a parking space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to pay as long as his occupancy of such space does not exceed the indicated unused parking time.

~~(e)~~(b) The rate for ~~metered parking spaces~~ pay for parking zones established pursuant to Section 82-5-11 shall be determined by the County Executive. ~~Twenty five Cents (one quarter) for each half hour; Fifty Cents (two quarters) for each hour period, and One Dollar (four quarters) for each two-hour period.~~

Section 82-5-14. Pay for pParking zones ~~meters~~; parking overtime prohibited.

Failure to follow the operational procedures, or remaining in the parking space after the expiration of the lawful time limit, shall cause the operator, owner, possessor, or manager of the vehicle thereof to be subject to the penalties provided in Section 82-1-32. ~~It shall be unlawful for any person to cause, allow, permit or suffer any vehicle to be parked overtime or beyond the period of legal parking time established for that parking meter zone.~~

Section 82-5-16. Parking meters; injuring or tampering with prohibited.

(a) It shall be unlawful for any person to deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or in-vehicle parking meter installed under the provisions of this Section.

(b) Any person ~~violating~~ violating this Section shall, upon conviction, be subject to the penalties provided in Section 82-1-32. ~~finned not less than One Dollar (\$1.00) nor more than One Hundred Dollars (\$100.00).~~

Section 82-5-17. ~~Parking meters~~ Pay for parking zones; ~~when to be in~~ hours of operation.

The ~~parking meters~~ pay for parking zones provided for in Section 82-5-11 shall be operated as specified for each zone. ~~between the hours of 8:00 A.M. and 5:00 P.M. each day, except on Saturdays, Sundays or legal holidays of the State.~~

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following Section, in accordance with Article 5 of Chapter 82:

Section 82-5-42 – Habitation in vehicles parked in public right-of-way.

For purposes of this Section, the following words and phrases shall have the meanings ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

Camper means a structure designed to be mounted to a motor vehicle and to provide facilities for human habitation or camping purposes.

House car means a motor vehicle originally designed or permanently or temporarily altered and equipped for human habitation, or to which a camper has been permanently or temporarily attached.

Human habitation shall mean the use of a vehicle for dwelling. Evidence of human habitation shall include activities such as sleeping, food preparation, and/or any other activity where it reasonably appears, in light of all the circumstances, that a person or persons is using the vehicle as a living accommodation. The use of a vehicle for six or more consecutive hours for eating, resting, recreating and/or sleeping shall per se constitute “human habitation” for purposes of this chapter.

Recreational vehicle shall mean a motor home, travel trailer, trailer coach, truck camper, camping trailer or park trailer, and vehicles which are designed for recreational, emergency, or other types of human habitation.

This Code Section refers to any motorized vehicle including, but not limited to, a recreational vehicle or house car.

- (a) It shall be unlawful for any person to use, occupy, or permit the use or occupancy of any automobile, truck, camper, house car, mobile home, recreational vehicle, trailer, trailer coach, or similar equipment for human habitation on any public property, street, avenue, alley, or other public right-of-way within Fairfax County, except in a designated public campground, recreational park, or licensed mobile home park.
- (b) Penalty.
Penalties as defined in Section 82-1-32.

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following Section, in accordance with Article 5 of Chapter 82:

Section 82-5-43 – Maintenance of vehicles parked in public right-of-way.

- (a) It shall be unlawful for a person, firm or corporation to service any motor vehicle stopped or parked on any public street or public right-of-way within the County, except for minor repairs as necessitated by an emergency. Emergency repairs constitute the least amount of immediate repair necessary for a vehicle to operate. Examples of repairs would be replacing a battery or changing a tire. Regularly required vehicle maintenance or complex vehicle repairs would not be considered emergency repairs.
- (b) Penalty.
Penalties as defined in Section 82-1-32.

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ACTION - 1

Renewal of a Memorandum of Agreement Between the Fairfax County Police Department and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for Reimbursement of Overtime Salary Costs Associated with ATF Task Force

ISSUE:

Board of Supervisors' approval of a Memorandum of Agreement (MOA) between the Fairfax County Police Department (FCPD) and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), authorizing the ATF to compensate the County for all incurred overtime and other costs related to the assignment of Fairfax County police officers to the ATF Task Force under the 2010 Memorandum of Understanding (MOU) between the ATF and the FCPD.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the MOA between the FCPD and the ATF.

TIMING:

Board action is requested on December 5, 2017.

BACKGROUND:

On February 23, 2010, the Board approved an MOU between the ATF and the FCPD to battle organized criminal activity, illegal firearms, untaxed liquor, and tobacco (Attachment 1). This MOU is still in effect today, and the Police Department continues to work closely with the ATF and neighboring jurisdictions to address organized and gang-related criminal enterprises operating within Fairfax County. A renewed MOA (Attachment 2) is required to authorize the ATF to compensate the County for all incurred overtime and other costs related to the assignment of Fairfax County police officers to the 2010 MOU. The prior MOA expired on September 30, 2017.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment 1 – Memorandum of Understanding Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Fairfax County, Virginia Police Department Dated 2010.

Attachment 2 – Memorandum of Agreement Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and Fairfax County Police Department for Reimbursement of Overtime Salary Costs Associated with ATF Task Force.

STAFF:

David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND THE FAIRFAX COUNTY, VIRGINIA POLICE DEPARTMENT**

This memorandum of understanding (MOU) delineates a cooperative law enforcement effort between the Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Fairfax County, Virginia Police Department (FCPD), known collectively as "the agencies" or "the participating agencies." This MOU is not intended as a formal contract between the agencies but rather is an expression of understanding to facilitate cooperation on investigations as detailed below.

I. AUTHORITY

This MOU is established pursuant to the participating agencies' authority to investigate criminal activities. Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction 28 U.S.C. sec. 559A; 27 C.F.R. sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. sec. 921 et. seq. and the National Firearms Act, 26 U.S.C. sec. 5861 et. seq. FCPD's authority includes Virginia Code § 15.2-1726. The MOU is in furtherance of a federal task force known as the **Northern Virginia Violent Crimes Task Force**. The task force will have representatives from ATF, Alexandria Police Department, Arlington County Police Department, Fairfax County Police Department, Fairfax County Sheriff's Office, Prince William County Police Department and the Stafford County Sheriff's Office.

II. PURPOSE OF THIS MOU

This MOU serves to formalize the relationship between the participating agencies with regard to policy, guidance, planning, training, and media relations in order to foster an efficient and cohesive unit capable of addressing violent crime and to maximize interagency cooperation.

The goal of this MOU is to develop a cooperative effort among the participating agencies charged with the investigation and prosecution of violent and/or firearms-related criminal offenses. The criminal offenses investigated under this MOU will be referred to the courts of the United States and/or the courts of the State for prosecution.

The mission of the participating agencies is to conduct in-depth investigations of violent and firearms-related crimes; to identify and target for prosecution the perpetrators of such crimes (i.e., street gangs, armed career criminals); and to achieve maximum coordination and cooperation among the participating agencies.

III. MEASUREMENT OF SUCCESS

The success of the task force will be measured by its impact on violent firearms crime and armed robberies of commercial store businesses, in Fairfax County, Virginia and

surrounding communities, where the agencies will primarily focus investigative efforts. The agencies will conduct regular reviews of violent crime statistics within the identified area to measure success.

IV. CONDITIONS AND PROCEDURES

A. Administration

Because this MOU outlines a cooperative endeavor on the part of the participating agencies, the supervisors of the agencies shall be jointly responsible for the policy, program involvement, and direction of each participating agency. Therefore, cases will be jointly investigated and no particular agency will prevail over another or act unilaterally. Participating agency supervisors shall meet on a regular basis to discuss, review, and prioritize investigations undertaken as a result of this agreement.

B. Operational Guidelines

The agencies will follow the guidelines below regarding policy, planning, training, supervision, and media relations. The participating agencies agree that these guidelines will serve as a basis to mediate any disputes that arise during the operation of this agreement.

- (1) **Chain of Command:** The day to day supervision and administrative control of task force officers (TFOs) will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this task force. Supervision of the covert facility in Northern Virginia has been delegated to the ATF Resident Agent in Charge (RAC) and the TFO Lieutenant and TFO Sergeant from the FCPD Criminal Intelligence Unit (CIU). ATF agrees to designate the RAC of Falls Church Group II as ATF's coordinator of this agreement. FCPD agrees to designate the Lieutenant of the Criminal Intelligence Unit as the department coordinator. The coordinators have overall responsibility for the policies and guidelines affecting this MOU. Operational problems encountered between ATF and FCPD will be mutually addressed and resolved by the coordinators. FCPD robbery detectives assigned to the task force will continue to report to their FCPD chain of command on a daily basis. Detectives assigned to the task force, located at a covert facility in Northern Virginia, will report to the ATF RAC and the Lieutenant and Sergeant from the Fairfax County Police Department's Criminal Intelligence Unit on a daily basis.
- (2) **Operations:** The coordinators shall be primarily responsible for opening, assigning, directing, monitoring, and closing investigations subject to guidance from the participating agencies. Each participating

agency agrees that it will take no unilateral action with respect to any operation under this MOU.

ATF, as the sponsoring Federal law enforcement agency, shall request that FCPD detectives or officers be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. FCPD officers shall be federally deputized before undertaking any task force responsibilities or duties. FCPD will dedicate full-time robbery detective(s) and one full-time detective(s) to the task force for a period no less than two years. Participating agencies reserve the right to add or remove personnel based on agency staffing levels.

The participating agencies agree that any Federal authority that may be conferred by the above requests will terminate when this MOU is terminated or when the deputized detectives or officers leave the task force.

- (3) **Resources:** ATF agrees to supply supervisors and special agents as needed to fulfill the obligations of this MOU. FCPD agrees to supply detectives or officers on a full-time basis, dependent on its manpower constraints. Additional personnel will be added or removed from this MOU on an as-needed basis at the discretion of the respective participating agencies, with notice to the other participating agencies.

Continued assignment of specific personnel will be based upon performance and will be at the discretion of the respective participating agency. Each participating agency, upon request, will be provided with an update of the accomplishments of participating members.

During the period of the MOU, each participating agency will provide for the salary and employment benefits of its respective employees. All participating agencies will retain control over employees' work hours, including the approval of overtime. FCPD robbery detectives will continue to work hours scheduled and approved by their chain of command. FCPD detectives assigned to the covert facility will be required to work a 40 hour work week specifically Tuesday, Wednesday, Thursday and Friday from 13:00 hours to 23:00 hours each day. Scheduled days off will be Saturday, Sunday and Monday.

ATF may have funds available to pay overtime to state and local task force members subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agencies

agree to abide by the terms of the applicable Federal statutes and Department of Justice guidelines and policies related to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The Fairfax County Police Department is recognized under State law as a law enforcement agency and its investigators as sworn law enforcement officers. If required or requested, FCPD shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. This MOU is not a funding document.

In accordance with these provisions and the MOA on overtime reimbursement, the ATF Special Agent in Charge or designee shall be responsible for certifying requests for overtime expenses incurred as a result of this agreement. Proceeds of any legal forfeiture arising out of an investigation generated by the participating agencies will be divided equally among the participants in accordance with applicable Federal law and the policies and guidelines of the Department of Justice Asset Forfeiture Fund. This MOU does not allocate or ensure that ATF has funds available or will make any payments with regard to overtime to state and local task force members.

- (4) **General Guidelines:** While all personnel assigned under this MOU will give primary consideration to the regulations and guidelines imposed by their own agencies, they will be mindful of those imposed by the other participants' agencies. When acting under U.S. Marshals Service authority requested under this MOU, the participants agree that Federal policies and procedures are controlling. Accordingly, deputized personnel will take the following measures:
- Comply with ATF enforcement policy regarding the use of firearms, financial and property controls, investigative techniques, and supervisory controls.
 - Qualify with their respective firearms.
 - Comply with the Department of Justice use of force policy. Officers must be briefed on this policy by the task force supervisor upon assignment to the task force.
 - Comply with ATF policies concerning the use and care of Federal Government-owned vehicles and abide by ATF's pursuit driving policy (when driving ATF vehicles), in addition to the policies of their respective agencies. Such vehicles are for official use only.

- Comply with the Department of Justice's and ATF's standards of conduct, particularly as they relate to sexual harassment and equal opportunity issues.
- Comply with the provisions of the Privacy Act, 5 USC Section 552a, and the applicable disclosure provision contained in 26 USC Section 6103, and further agree not to discuss any target, investigative technique or impending investigative action of the task force with any individual or agency outside the task force without the prior approval of the task force Coordinator or the ATF.
- Failure to comply with these guidelines could result in a TFO's dismissal from the Task Force.

(5) Media Relations: Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

- (6) Physical Location:** Agents and detectives assigned to robbery investigations will remain at their current office location. Agents and detectives assigned to undercover operations will report to a covert facility located in Northern Virginia.
- (7) Equipment:** Assigned personnel working robbery investigations will utilize equipment and vehicles assigned by their respective agencies. Assigned personnel working undercover operations will utilize equipment assigned by their respective agencies. ATF will supply vehicles to undercover detectives.
- (8) Asset Forfeiture:** All assets seized for administrative forfeiture will be

seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies.

(9) SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

(10) ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor and FCPD TFO Lieutenant and TFO Sergeant will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the supervisors.

All investigative reports prepared for federal prosecution will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing

ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agencies. This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

(11) INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

(12) INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

(13) DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: RAC Ashan M. Benedict

FCPD: 2nd Lt. David R. Smith

(14) EVIDENCE

Evidence maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under

Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

(15) USE OF FORCE

All full-time TFOs will comply with ATF and the Department of Justice's (DOJ's) use of force policies, unless a TFOs agency's Use of Force policy is more restrictive, in which case the TFO may use their respective agency's use of force policy. TFOs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy.

(16) DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

C. JURISDICTION

The assigned coordinators will determine whether cases will be referred for prosecution to the U.S. Attorney's Office for the Eastern District of Virginia or the Commonwealth of Virginia. The supervisors will base their determination upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

V. PROGRAM AUDIT

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. FCPD agrees to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for overtime expenses either incurred during the course of this task force for a period of not less than 3 years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

VI. LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims

Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

VII. DURATION OF MOU

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

VIII. MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

By: R. Maurines Date: 3-15-10

Special Agent in Charge
Washington Field Division
Bureau of Alcohol, Tobacco, Firearms and Explosives

By: D. M. Rohrer Date: 2-25-10

David M. Rohrer, Colonel
Chief of Police
Fairfax County Police Department

**U.S. Department of Justice****Bureau of Alcohol, Tobacco,
Firearms and Explosives***Washington, DC 20226
www.atf.gov***MEMORANDUM OF AGREEMENT**

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Fairfax County Police Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Fairfax County Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Fairfax County Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2022, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2018, 2019, 2020, 2021 and 2022 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Fairfax County Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The Fairfax County Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Fairfax County Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Fairfax County Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Fairfax County Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The Fairfax County Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC/GS Jeff Grabman, 7799 Leesburg Pike, Suite # 1050 North Tower, Falls Church, VA 22043

- D. The Fairfax County Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Fairfax County Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Fairfax County Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2) No waivers or extensions will be granted or honored. The Fairfax County Police Department will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC/GS Jeff Grabman, 7799 Leesburg Pike, Suite # 1050 North Tower, Falls Church, VA 22043

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Fairfax County Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Fairfax County Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Fairfax County Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

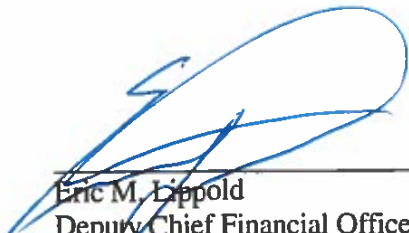
This is an internal Government agreement between ATF and the Fairfax County Police Department and is not intended to confer any right or benefit to any private person or party.

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

Date: _____

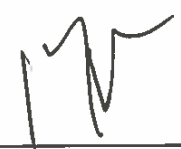
Thomas L. Chittum, III
Special Agent in Charge
Washington Field Division
ATF

Date: _____



Eric M. Lippold
Deputy Chief Financial Officer
Office of Management
ATF

Date: 9/7/17



Kenneth Croke
Deputy Assistant Director (East)
Field Operations
ATF

Date: 9/9/17

ACTION - 2

Approval of a Resolution Requesting the Fairfax County Redevelopment and Housing Authority (FCRHA) Issue Revenue Bonds Series 2018A for the Crescent Apartments (Hunter Mill District), Revenue Refunding Bonds Series 2018B for the Wedgewood Apartments (**Mason Braddeek District**) and Other Necessary Documents

ISSUE:

Approval by the Board of Supervisors of a resolution (Attachment 1) to request a public bond sale by the FCRHA for Revenue Bonds Series 2018A for the Crescent Apartments and a resolution (Attachment 8) to request a public bond sale by the FCRHA for Revenue Refunding Bonds Series 2018B for the Wedgewood Apartments.

RECOMMENDATION:

The Acting County Executive recommends approval of the attached resolution (Attachment 1) relating to the issuance of Fairfax County Redevelopment and Housing Authority (FCRHA) Revenue Bonds Series 2018A for the Crescent Apartments, and the attached resolution (Attachment 8) relating to the issuance of FCRHA Revenue Refunding Bonds Series 2018B for the Wedgewood Apartments per the schedule shown on Attachment 15. The Board resolutions authorize the following actions:

1. Request the FCRHA to issue revenue bonds for the purpose of amortizing the remaining balance of the direct loan associated with the Crescent Apartments over a five-year period. The current loan matures on March 1, 2018.
2. Request the FCRHA to issue revenue refunding bonds for the purpose of achieving savings associated with the outstanding debt on the Wedgewood Apartments.
3. Approve the form, execution, and delivery of the Payment Agreements for both properties between Fairfax County and the FCRHA. (Attachments 2, 9)
4. Approve the form of the Assignment Agreements for both properties from FCRHA and acknowledged by the County. (Attachments 3, 10)
5. Approve the form, execution, and delivery of the Lease Agreements for both properties between Fairfax County and the FCRHA. (Attachments 4, 11)
6. Approve the form, execution and delivery of the Continuing Disclosure Agreements for both properties. (Attachments 5, 12)
7. Approve the form of the Bonds for both properties. (Attachments 6, 13)
8. Approve the form of a Bond Purchase Agreement for both properties. (Attachment 7, 14)
9. Approve the form of the Preliminary Official Statement for both properties and the delivery of a final Official Statement to the winning bidder of the Bonds. (Attachment 16)

TIMING:

Approval by the Board is requested on December 5, 2017.

BACKGROUND:

Crescent Apartments

Fairfax County purchased the Crescent Apartments complex, a 16.5-acre site with 180 units located at 1527 Cameron Crescent Drive in Reston, Virginia, on February 16, 2006 for \$49.5 million. This property is adjacent to the Lake Anne Revitalization District and the majority of the site is leased to the FCRHA.

In January 2006, the complex's first interim financing in the amount of \$40.6 million was obtained through a competitive private placement bidding process with Wachovia Bank for a one-year note. In February 2007, second interim financing in the amount of \$40.5 million was obtained through a competitive sale with Lehman Brothers for a one-year tax exempt BAN while the FCRHA reviewed options for redevelopment of the property. In February 2008, the FCRHA sold a five year, tax-exempt BAN in the amount of \$37.62 million, which was obtained via a competitive sale to UBS Securities LLC with a final maturity on March 1, 2013. In May 2011 (Series 2011), the County conducted a refinancing sale for the remaining two years of payments to reduce the interest rate on the BAN. The 2011 BAN, totaling \$28.91 million, was sold to JP Morgan Securities LLC.

On March 1, 2013, payment for the outstanding principal of \$26.73 million for the five-year BAN became due. As a result, County staff rolled the BAN for another two-year period (Series 2013) with a maturity of March 1, 2015. The County's Bond Counsel recommended the BAN be sold on a taxable basis as there had been anticipated at the time for a private sector component to redevelop the property. The taxable status is recommended to remain and provides the County the flexibility for any future negotiations on the site for redevelopment with respect to use, transfer, timing, and business structure of any continuing ground lease on the property

In February 2015, a three-year taxable direct loan in the amount of \$21.5 million was obtained via a Request for Proposal (RFP). The direct loan obtained in 2015 has an outstanding principal balance of \$13.26 million due on March 1, 2018. An equity contribution of \$2.5 million included in current year appropriations, from Fund 30300, the Penny for Affordable Housing Fund, will be used to reduce the amount financed. County staff is requesting to amortize the balance of the loan utilizing a taxable public bond sale for a five-year term. Debt service payments of approximately \$2.6 million will also be paid from Fund 30300, the Penny for Affordable Housing Fund.

Wedgewood Apartments

Wedgewood Apartments is a garden-style multifamily rental community located on Little River Turnpike and McWhorter Road in Annandale, Virginia, on 34.8 acres of land. In total, there are 672 units in three phases - Wedgewood Manor – 125 units; Wedgewood

West – 424 units; and Wedgewood East – 123 units. Wedgewood Apartments has one, two and three bedroom units and 15 townhomes. Property amenities include tot lots, swimming pool and a community building. The property is adjacent to Annandale Terrace Elementary School and Ossian Hall Park.

Fairfax County purchased the Wedgewood Apartment complex on November 28, 2007 for \$107,500,000. Financing was provided through the FCRHA issuance of Bond Anticipation Notes (BANs). The Penny for Affordable Housing Fund paid for a portion of the acquisition cost and cost of issuance, relocation, and reserves. On October 9, 2008, the FCRHA refinanced the outstanding BANs by issuing new BANs in the amount of \$104,105,000. On July 13, 2009, the Board approved a permanent plan of finance in the amount of \$94,950,000 with a final maturity of October 2039.

There is no new money sale component on this project, and only savings is sought from refunding outstanding debt and no extension of the original maturities on the bonds. Assuming market conditions as of October 2017, \$75 million of these outstanding bonds meet the County's minimum savings threshold and would generate net present value savings of approximately \$8.6 million or 11.5 percent of the refunded par amount. Actual savings and the total amount refunded will be dependent upon bond market conditions leading up to the day of the bond sale. There is no extension of the original final maturity date of FY 2040 with this bond sale. The County Resolution (Attachment 8) requests the RHA to issue the Bonds in an amount not to exceed \$82 million. Staff requests this additional amount to provide for flexibility with ongoing changes in municipal market conditions and if any additional maturities on the bonds were to be added to the refunding bond sale anticipated for early 2018.

The annual debt service is currently \$5.7 million and is paid from Fund 30300, the Penny for Affordable Housing Fund. The financing documents for the Series 2018B revenue refunding bonds will be structured in a similar manner to the Series 2009. The County and the FCRHA will sign an Amended and Restated Ground Lease Agreement giving the FCRHA the right to lease the land from the County. The County and the FCRHA will execute a Payment Agreement and an Assignment Agreement that provides that the County will pay to the FCRHA from Fund 30300, subject to annual appropriations, an amount that is sufficient to pay the debt service on the bonds.

The FCRHA Board will consider the Crescent Apartments Revenue Bonds and the Wedgewood Apartments Revenue Refunding Bonds for approval at its December 14, 2017 meeting.

Proposed Federal Tax Reform Plan

On November 2, 2017 the United State House of Representatives Ways and Means Committee released the details of the federal tax reform plan. There are several components to this plan that would affect the municipal market, and one provision potentially affects the Wedgewood refinancing deal. This federal plan as proposed repeals Advance Refunding Bonds whereby interest had traditionally been tax-exempt

and would now become taxable. The Wedgewood deal is an Advance Refunding Bond sale and the potential debt service savings could be reduced or eliminated due to the loss in tax-exempt status for the bonds. The federal tax reform plan would become effective January 1, 2018, if passed as currently described by Congress. Per the bond sale schedule of events (Attachment 15), a refunding bond sale is currently anticipated for the week of January 22, 2018. As a result, County staff will monitor the ongoing events at the federal level and discuss with its bond counsel and its financial advisor to determine if the Wedgewood bond deal is still feasible at this time given these factors. Even if the Wedgewood refinancing could not proceed as currently anticipated, the tax reform proposal as introduced would still allow for certain types of refinancing's in the future. In the case of the Wedgewood bonds, that window of occasion would open on July 1, 2019. The Crescent bonds are being sold on a taxable basis as cited earlier and there is no impact from any of the provisions of the federal tax reform plan. Updates to the Board of Supervisors will be provided accordingly as more information is made available.

Series 2018 Bond Sale

The Series 2018 bonds are recommended to be sold on a negotiated basis, and the County will select an underwriter from the County's pre-qualified pool of underwriters. A negotiated sale permits more in-depth and targeted marketing of investors prior to the sale of the bonds, and will provide further value in gaining market insight given the backdrop of the federal tax reform plan. In accordance with the delegation of authority provided for this resolution, staff will select pre-qualified firms with the assistance of the County's Financial Advisor and execute the Bond Purchase Agreements (Attachment 7 & 14).

FISCAL IMPACT:

The direct loan obtained for Crescent in 2015 has an outstanding principal balance of \$13.26 million due on March 1, 2018. An equity contribution of \$2.5 million included in current year appropriations, from Fund 30300, the Penny for Affordable Housing Fund, will be used to reduce the amount financed. County staff is requesting to amortize the balance of the loan utilizing a taxable public bond sale for a five-year term. Debt service payments of approximately \$2.6 million will also be paid from Fund 30300, the Penny for Affordable Housing Fund.

Based on market conditions as of October 2017, a refunding bond sale of \$75 million of the existing debt for the Wedgewood Apartments is estimated to generate a net present value savings of \$8.6 million or 11.5 percent of the refunded bonds. Annual debt service payments under these projections would be reduced by approximately \$500,000 from \$5.7 million to \$5.2 million and repaid from Fund 30300, the Penny for Affordable Housing Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Crescent Board Resolution
Attachment 2 – Crescent Payment Agreement
Attachment 3 – Crescent Assignment Agreement
Attachment 4 – Crescent Lease Agreement
Attachment 5 – Crescent Continuing Disclosure Agreement
Attachment 6 – Crescent Form of Bonds
Attachment 7 – Crescent Bond Purchase Agreement
Attachment 8 – Wedgewood Board Resolution
Attachment 9 – Wedgewood Payment Agreement
Attachment 10 – Wedgewood Assignment Agreement
Attachment 11 – Wedgewood Lease Agreement
Attachment 12 – Wedgewood Continuing Disclosure Agreement
Attachment 13 – Wedgewood Form of Bonds
Attachment 14 – Wedgewood Bond Purchase Agreement
Attachment 15 – Bond Sale Timeline
Attachment 16 – Preliminary Official Statement

STAFF:

Patricia Harrison, Deputy County Executive
Joseph Mondoro, Chief Financial Officer
Tom Fleetwood, Director, Department of Housing and Community Development (HCD)
Hossein Malayeri, Deputy Director, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management Division, HCD
Joseph LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:

Ryan Wolf, Assistant County Attorney
Patricia McCay, Assistant County Attorney

RESOLUTION REQUESTING THE ISSUANCE BY THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) OF ITS REVENUE BONDS (CRESCENT AFFORDABLE HOUSING ACQUISITION) (FEDERALLY TAXABLE) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$11,300,000 AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYMENT AGREEMENT WITH FCRHA, ALL FOR THE PURPOSE OF REFINANCING A BANK LOAN ENTERED INTO BY FCRHA WITH A BANK FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE REFINANCING OF NOTES PREVIOUSLY ISSUED FOR REFINANCING A PORTION OF THE PURCHASE PRICE OF A MULTI-FAMILY RENTAL HOUSING COMPLEX LOCATED IN FAIRFAX COUNTY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE WITH FCRHA FOR THE LEASE OF THE PROPERTY TO FCRHA; APPROVING THE FORM OF THE FCRHA BONDS; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS, APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND EXECUTION OF AN APPROVAL RELATING TO THE PURCHASE OF THE BONDS; APPROVING THE FORM OF AND EXECUTION OF AN ASSIGNMENT AGREEMENT; APPROVING THE MAKING OF A CONTINUING DISCLOSURE UNDERTAKING AND GRANTING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTION

WHEREAS, the Fairfax County Redevelopment and Housing Authority (“FCRHA”), in furtherance of its goal to preserve existing affordable housing in Fairfax County, requested that the Board of Supervisors (the “Board”) of the County of Fairfax, Virginia (the “County”), contract for the purchase of the 180-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the “Property”); and

WHEREAS, on February 6, 2006, the Board entered into an Agreement of Purchase and Sale (the “Purchase Contract”) for the purchase of the Property; and

WHEREAS, the Board, upon entering into the Purchase Contract, requested that FCRHA provide interim financing for a portion of the purchase price of the Property and related costs and offered to enter into a payment agreement pursuant to which the County agreed to make payments, to or for the account of FCRHA, in amounts sufficient, with the proceeds of any permanent financing and renewal notes financing (as herein provided) and any other sources of funds available for the purpose, for FCRHA to pay timely the interest on and the principal of notes to be issued for such interim financing; and

WHEREAS, FCRHA, pursuant to the Board's request and a payment agreement, issued on February 16, 2006 a bond anticipation note (the "Original Note"), the proceeds of which were used to pay a portion of the purchase price of the Property; and

WHEREAS, FCRHA, pursuant to the Board's request and the terms of a payment agreement, issued on February 13, 2007, a bond anticipation note (the "2007 Note") the proceeds of which were used to pay the principal of the Original Note; and

WHEREAS, FCRHA, pursuant to the Board's request and the terms of a payment agreement, issued on February 11, 2008, bond anticipation notes (the "2008 Notes") the proceeds of which were used to pay a portion of the principal of the 2007 Note; and

WHEREAS, FCHRA, pursuant to the Board's request and the terms of a payment agreement, issued on May 19, 2011, bond anticipation notes (the "2011 Notes") the proceeds of which were issued to pay the principal of and interest on the outstanding 2008 Notes; and

WHEREAS, FCHRA, pursuant to the Board's request and the terms of a payment agreement, issued on February 14, 2013, bond anticipation notes (the "2013 Notes") the proceeds of which were issued to pay the principal of and interest on the outstanding 2011 Notes; and

WHEREAS, FCHRA, pursuant to the Board's request and the terms of a payment agreement, entered into a Loan Agreement with Bank of America, N.A. (the "Outstanding Loan") the proceeds of which were issued to pay the principal of and interest on the outstanding 2013 Notes; and

WHEREAS, the final installment of the Outstanding Loan is due on March 1, 2018, and FCRHA desires to provide new financing, which together with other County funds, shall pay the outstanding principal of and interest on the Outstanding Loan; and

WHEREAS, FCRHA proposes to issue its Revenue Bonds (Crescent Affordable Housing Acquisition) Series 201[7/8]A (Federally Taxable), in one or more series, in an aggregate principal amount of up to \$11,300,000 (the "Bonds") pursuant to the Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the "Act"), which together with other funds, will be sufficient to refinance the Outstanding Loan and pay certain costs of issuance of the Bonds; and

WHEREAS, FCRHA and the County may have the opportunity in the future to sell all or a portion of the Property to third parties for purposes of effectuating low income housing tax credit financings and FCRHA desires to include in the terms of the Bonds and the related documents necessary provisions to allow for such possible sales including provisions relating to the redemption of such Bonds; and

WHEREAS, the County proposes to enter into a payment agreement with FCRHA (the "Payment Agreement") by the terms of which the County will agree to make payments, subject to appropriation, to FCRHA in sufficient amounts for FCRHA to pay timely the interest and the principal of the Bonds; and

WHEREAS, the County proposes to enter into a lease agreement with FCRHA (the "Lease") by the terms of which the County will lease the Property to FCRHA; and

WHEREAS, there has been presented to the Board a proposed form of a Bond Purchase Agreement between the Authority and Morgan Stanley & Co. LLC, as representative of the underwriters (the “Underwriters”) and approved by the County relating to the purchase of the Bonds (the “Bond Purchase Agreement”); and

WHEREAS, there has been presented to the Board a proposed form of an Assignment Agreement (the “Assignment Agreement”) pursuant to which FCRHA will assign to the bond registrar and paying agent of the Bonds all of FCRHA’s rights under the Payment Agreement, including FCRHA’s rights to the County Payments under, and to enforce the terms and provisions of, the Payment Agreement; and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the Bonds, FCRHA, the County and the Property (the “Preliminary Official Statement”); and

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

WHEREAS, the Board of Supervisors has duly reviewed and considered the forms of the Payment Agreement, the Lease, the Bonds, , the sources of payment and security therefore, the Bond Purchase Agreement, the Assignment 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 appropriate County officials authority to approve the sale of the Bonds including and the details of the transaction but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, as follows:

SECTION 1. FCRHA is hereby requested to sell the Bonds to the Underwriters in a negotiated sale in an aggregate principal amount not to exceed \$11,300,000 for the purpose of providing funds, together with any other available funds, if any, to refinance the Outstanding Loan and pay costs and expenses associated with the issuance of the Bonds

SECTION 2. The form of the Bonds presented to this meeting is approved.

SECTION 3. The form of the Payment Agreement presented to this meeting is approved, and the Chairman or Vice Chairman of the Board or the County Executive or the Deputy County Executive/Chief Financial Officer of the County (each a “Delegate”), as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Payment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

SECTION 4. The form of the Lease presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on

behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County's seal upon, the Lease in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Lease, such execution being conclusive evidence of such approval.

SECTION 5. The form of the Bond Purchase Agreement (including the County's Letter of Representations) presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, the Bond Purchase Agreement (including the Letter of Representation) in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Bond Purchase Agreement, such execution being conclusive evidence of such approval.

SECTION 6. The form of an Assignment Agreement presented to this meeting is approved, and a Delegate, as appropriate is authorized and directed to execute and deliver, in the name and on behalf of the County an acknowledgement of such Assignment Agreement, the Assignment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Assignment Agreement, such execution being conclusive evidence of such approval.

SECTION 7. The form of the Preliminary Official Statement is hereby approved and deemed "final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the underwriters of a final Official Statement relating to the Bonds (the "Official Statement") is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such minor changes, insertions and omissions as may be approved by a Delegate.

SECTION 8. The form of the Continuing Disclosure Agreement presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval

SECTION 9. The execution and delivery by any Delegate of the Payment Agreement, the Lease, Bond Purchase Agreement, the Assignment Agreement, the Continuing Disclosure Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate's approval, on behalf of the County, of the changes, if any, in the form and content of the Payment Agreement, the Lease, the Bond Purchase Agreement, the Assignment Agreement and the Continuing Disclosure Agreement.

SECTION 10. The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Bonds, the Lease, the Bond Purchase Agreement, the Payment Agreement, the Assignment Agreement and the Continuing Disclosure Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds, the Lease, the Payment Agreement, the Assignment Agreement and the Continuing Disclosure Agreement and also to do all acts and things required of them by the

provisions of this Resolution and the resolution to be adopted by the FCRHA Board of Commissioners relating to the Bonds.

SECTION 11. Each of the Delegates 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 certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 12. All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 13. Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 14. This resolution shall take effect immediately upon its adoption.

(Seal) **A Copy Teste:**

Clerk to the Board of Supervisors

County & Authority

PAYMENT AGREEMENT

This Payment Agreement (this “Agreement”), dated as of _____, 2018, by and between the Fairfax County Redevelopment and Housing Authority (the “Authority”) and the Board of Supervisors of Fairfax County, Virginia (the “County”).

SECTION I. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the respective meanings given to them herein:

“Assignment Agreement” means the Assignment Agreement, dated as of _____, 2018 by the Authority pursuant to which the Authority assigns to the bond registrar and paying agent of the Bonds all of the Authority’s rights under the Payment Agreement, including the Authority’s rights to receive County Payments under and to enforce the terms and provisions of this Payment Agreement.

[“Bonds” means the \$_____ Fairfax County Redevelopment and Housing Authority Revenue Bonds (Crescent Affordable Housing Acquisition) [Series 2017/2018A] (Federally Taxable), dated _____, 20__.]

“Bond Payment Date” means each Interest Payment Date and Principal Payment Date on the Bonds.

“County Payments” means the payments made or to be made by the County, to or for the account of the Authority, in respect of scheduled interest and principal payments on the Bonds.

“County Payment Date” means a Bond Payment Date.

“Holder of the Bonds” means the registered owners and if the registered owners are a nominee the beneficial owners of the Bonds.

“Interest Payment Date” means each April 1 and October 1, commencing October 1, 2018, each such date being a date when interest is scheduled to be due and payable on the Bonds.

“Payment Agreement” means this Payment Agreement as the same may be amended by written agreement of the parties with the consent of the Holder of the Bonds as provided in Section 4.02 hereof.

“Principal Payment Date” means each October 1 upon which the principal of any Bond is due and payable (whether at maturity or upon sinking fund redemption).

“Property” means the multi-family rental housing complex, including the sites thereof, located in Fairfax County, Virginia (the “Property”), identified in the Purchase Contract, that the County acquired from the seller with proceeds of the 2006 Note to further the mutual goal of the County and the Authority of preserving existing affordable housing in the County.

“Purchaser” means the underwriter or underwriters that shall have been awarded the Bonds pursuant to a negotiated sale and shall purchase the Bonds from the Authority on the date hereof.

“Purchase Contract” means the Agreements of Purchase and Sale made and entered into as of the 6th day of February, 2006 between the County, as purchaser, and the seller named therein, pursuant to which the County purchased the Property from the seller.

“2006 Note” means the \$40,600,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Note (Affordable Housing Acquisition), Series 2006, dated February 16, 2006, issued for the purpose of providing a portion of the purchase price of the Property.

“2007 Note” means the \$40,465,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Note (Affordable Housing Acquisition), Series 2007, dated February 13, 2007, issued for the purpose of paying the principal of the 2006 Note.

“2008 Notes” means the \$37,615,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Note (Affordable Housing Acquisition), Series 2008, dated February 11, 2008, issued for the purpose of paying a portion of the principal of the 2007 Note.

“2011 Notes” means the \$28,905,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Note (Affordable Housing Acquisition), Series 2011, dated May 19, 2011, issued for the purpose of paying the principal of and interest on the outstanding 2008 Notes.

“2013 Notes” means the \$24,650,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Note (Affordable Housing Acquisition), Series 2013A (Taxable), dated February 14, 2013, issued for the purpose of paying the principal of and interest on the outstanding 2011 Notes.

“2015 Loan” means the \$18,260,000 Fairfax County Redevelopment and Housing Authority Taxable Loan with Bank of America, N.A., dated February 25, 2015, issued for the purpose of refinancing the 2013 Notes.

SECTION II. ISSUANCE OF THE BONDS BY THE AUTHORITY

Section 2.01. Issuance of the Bonds. The Authority agrees to issue the Bonds on or before _____, 2018. The Purchaser has agreed to buy the Bonds from the Authority on _____, 2018.

Section 2.02. Purpose for the Issuance of the Bonds. The Authority agrees to apply the proceeds of the Bonds, [together with other funds], to refinance the 2015 Loan and to pay for certain costs of issuance of the Bonds, all as approved by the County, and for no other purpose.

SECTION III. PAYMENT UNDERTAKING BY THE COUNTY

Section 3.01. County Payments and Bond Debt Service Payments. (a) The County hereby agrees to make County Payments on each Bond Payment Date as set forth on **Exhibit A** hereto subject to the provisions of Sections 3.02 and 3.03 below.

(b) the County may, at its option, prepay the County Payments in whole or in part on any date on or after _____ 1, 20__ on not less than forty-five (45) days' written notice to the Authority accompanied by a specific direction to the Authority to apply such prepayment to the redemption of the Bonds in accordance with their terms. Upon such redemption, the Authority shall credit the principal amount of the Bonds so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bonds redeemed, (y) the interest on the Bonds so redeemed and (z) the interest that would have accrued on such Bonds so redeemed but for such prepayment redemption.

(c) [the County will prepay the County Payments in whole or in part at any time on not less than forty-five (45) days' written notice to the Authority upon the extraordinary mandatory redemption of Bonds ("Extraordinary Mandatory Redemption") in whole or in part upon the sale by the County of all or any portion of the Property. Upon the sale of a portion of the Property the Bonds to be redeemed shall be the pro rata portion of the Bonds (rounded up to the next \$5,000 increment) allocable to that portion of the Property, all in accordance with the terms of the Bonds. Upon such redemption, the Authority shall credit the principal amount of the Bonds so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bonds redeemed, (y) the interest on the Bonds so redeemed and (z) the interest that would have accrued on such Bonds so redeemed but for such prepayment redemption.]

Section 3.02. Payments Subject to Appropriation. The obligation of the County to make the County Payments under this Agreement is contingent upon the appropriation for the applicable fiscal year by the Fairfax County Board of Supervisors of funds from which such County Payments can be made. The County shall not be liable for any County Payments which

may be payable pursuant to this Payment Agreement unless and until such funds have been appropriated for payment and then only to the extent thereof. This Payment Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.03. County Executive to Request Appropriations.

The Board of Supervisors of the County covenants that it will cause the County Executive in preparing the County's operating budget for each fiscal year subsequent to fiscal year 2018 so long as the Bonds remain outstanding under the Authority's Bond Resolution passed by the Authority on ____ __, 2017 (the "Authority Bond Resolution") to include as a separate line item therein the debt service on the Bonds that is scheduled to become due and payable during such fiscal year for which the budget is proposed. In the alternative, the County Executive may include in a line item in the County's operating budget the debt service on the Bonds that is scheduled to become due and payable during such fiscal year together with other amounts due and payable by the County during such fiscal year under similar arrangements for other projects.

Section 3.04. Consent to Assignment. The County hereby agrees that the Authority shall assign to the bond registrar and paying agent of the Bonds the Authority's rights under this Payment Agreement, including the Authority's rights to receive County Payments under and to enforce the terms and provisions of this Payment Agreement.

SECTION IV. MISCELLANEOUS

Section 4.01. Third Party Beneficiaries. This Payment Agreement shall inure to the benefit of the Authority, the County and the Holder of the Bonds, and no other persons shall be deemed third party beneficiaries of this Payment Agreement.

Section 4.02. Amendments. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by the Authority and the County with the prior written consent of the Holder of the Bonds.

Section 4.03. Effective Date. This Agreement shall take effect immediately upon its execution and delivery.

Section 4.04. Termination. This Agreement shall terminate upon the earlier of the retirement and the defeasance of the Bonds.

Section 4.05. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[The rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the Authority and the County have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

**FAIRFAX COUNTY REDEVELOPMENT AND HOUSING
AUTHORITY**

By: _____

Chairman

[SEAL]

ATTEST:

By: _____

Assistant Secretary

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

By: _____

County Executive

[SEAL]

ATTEST:

By: _____

Clerk to the Board of Supervisors

Exhibit A

County Payments

<u>County Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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<u>County Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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**ASSIGNMENT AGREEMENT
(Crescent Affordable Housing Acquisition)**

THIS ASSIGNMENT AGREEMENT (“**Assignment**”) is made as of _____, 2018, from the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, as assignor (the “**Assignor**”) to the Director of the Department of Finance of Fairfax County, as bond registrar and paying agent of the \$_____ Fairfax County Redevelopment and Housing Authority Revenue Bonds (Crescent Affordable Housing Acquisition) [Series 2017/2018A] (Federally Taxable) (the “**Assignee**”).

RECITALS

Assignor and Fairfax County, Virginia (the “**County**”) have entered into a Payment Agreement, dated as of _____, 2018 (the “**Payment Agreement**”), between the County and Assignor pursuant to the terms of which the County will agree to make payments to the Assignor in sufficient amounts for the Assignor to pay timely the interest and the principal of the \$_____,_____,000 Fairfax County Redevelopment and Housing Authority Revenue Bonds (Crescent Affordable Housing Acquisition) [Series 2017/2018A] (Federally Taxable) (the “**Bonds**”). The Bonds are being issued to provide funds, together with other funds, sufficient to (i) refinance the outstanding portion of the Fairfax County Redevelopment and Housing Authority promissory note issued to Bank of America, N.A. (the “**Bank**”) as evidence of a loan received by FCRHA from the Bank pursuant to the terms of a loan agreement (the “**Loan Agreement**”) by and among the Bank, FCRHA and the County to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (Taxable) previously issued to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2011A (the “**2011 Notes**”). The proceeds of the 2011 Notes were applied in May 2011 to refinance bond anticipation notes issued in February 2008 to pay the principal amount of a bond anticipation note issued in February 2007, which was issued to pay the principal amount of a bond anticipation note issued in February 2006, for purposes of providing a portion of the purchase price of, and enabling the County to acquire title to, the 181-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia and (ii) pay certain costs of issuance of the Bonds. Assignor has agreed to assign to the Assignee for the benefit of the owners of the Bonds all of its right, title and interest in and to the Payment Agreement including the Assignor’s right to receive payments and to conform and enforce the provisions of the Payment Agreement.

Unless otherwise defined in this Assignment, all capitalized terms used in this Assignment shall have the same meanings as set forth in the Payment Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and One Dollar (\$1) paid by Assignee, Assignor hereby conveys, transfers and assigns unto Assignee, its successors and assigns, for the benefit of the owners of the Bonds, all the rights, interest and privileges which

Assignor has and may have in the Payment Agreement, including all payments or monies due and becoming due therefrom.

This Assignment is made as additional security for the payment of the principal of and interest on the Bonds and all other payments required by, and the performance of the County's and Assignor's obligations under, the Bonds and the Payment Agreement. Notwithstanding anything contained herein to the contrary, this Assignment is intended to be an absolute assignment from Assignor to Assignee of County Payments and not merely a granting of a security interest.

The acceptance of this Assignment and the collection of County Payments under the Payment Agreement hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of the Bonds, the Payment Agreement or any other agreement or instrument executed in connection therewith. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Payment Agreement.

Assignor covenants and represents that no other assignment of any interest in the County Payments assigned has been made, and that Assignor will not hereafter amend, alter, modify, cancel, surrender or terminate the Payment Agreement, exercise any option which might lead to any such amendment, alteration, modification, cancellation, surrender or termination or consent to the release of the County thereunder without the prior written consent of Assignee.

Assignor hereby authorizes and directs the County to make all payments due under the Payment Agreement directly to the Assignee.

The full performance of the Bonds and the Payment Agreement shall render this Assignment void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time unpaid on the Bonds.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment Agreement as of the date first written above.

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY

By: _____

Chairman

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

COUNTY ACKNOWLEDGEMENT:

Fairfax County, Virginia, as obligor under the aforementioned Payment Agreement, hereby acknowledges and accepts the foregoing Assignment Agreement as executed and delivered by the Assignor.

FAIRFAX COUNTY, VIRGINIA

By: _____

County Executive

[COUNTY ACKNOWLEDGMENT PAGE TO ASSIGNMENT AGREEMENT]

LEASE AGREEMENT

Between

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

Landlord,

and

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

Tenant

relating to

CRESCENT AFFORDABLE HOUSING ACQUISITION

Dated _____, 2018

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated _____, 2018 (the “**Lease**”), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “**County**”), and the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 3700 Pender Drive, Suite 300, Fairfax, Virginia (“**FCRHA**”).

W I T N E S S E T H:

WHEREAS, simultaneously with the execution and delivery of this Lease, FCRHA has issued its \$_____ Fairfax County Redevelopment and Housing Authority Revenue Bonds (Crescent Affordable Housing Acquisition) [Series 2017/2018A] (Federally Taxable) (the “**Bonds**”) to (i) refinance the outstanding portion of the Fairfax County Redevelopment and Housing Authority promissory note issued to Bank of America, N.A. (the “**Bank**”) as evidence of a loan (the “**2015 Loan**”) received by FCRHA from the Bank pursuant to the terms of a loan agreement (the “**Loan Agreement**”) by and among the Bank, FCRHA and the County to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (Taxable) previously issued to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2011A (the “**2011 Notes**”). The proceeds of the 2011 Notes were applied in May 2011 to refinance bond anticipation notes issued in February 2008 to pay the principal amount of a bond anticipation note issued in February 2007, which was issued to pay the principal amount of a bond anticipation note issued in February 2006, for purposes of providing a portion of the purchase price of, and enabling the County to acquire title to, the 181-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the “**Crescent Property**”); and

WHEREAS, simultaneously with the execution and delivery of this Lease, FCRHA has partially prepaid the rent due under this Lease by making available the proceeds of the Bonds, [together with other available funds], and has caused the proceeds to be applied to the repayment of the outstanding portion of the 2015 Loan; and

WHEREAS, simultaneously with the execution and delivery of this Lease, the parties will also enter into a Payment Agreement of even date (the “**Payment Agreement**”) by the terms of which the County will agree to make payments to the Authority in amounts sufficient for the Authority to pay timely debt service on the Bonds and the Authority, with the consent of the County, will assign its rights under the Payment Agreement to the Director of Finance for Fairfax County, as bond registrar and paying agent for the benefit of the holders of the Bonds;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of Ten Dollars (\$10) paid by FCRHA to the County and receipt of which is hereby

acknowledged by the County, the County hereby leases to FCRHA [the Crescent Property excluding 10 units to be controlled by the County for County purposes] (the “**Property**”) which is hereinafter identified generally and includes the parcel of land described in Exhibit A to this Lease and all improvements thereon, as the same may at any time exist, subject to encumbrances specified in Exhibit B to this lease and subject to the following terms and conditions:

1. **Term of Lease.** The term of this Lease commences on _____ 1, 20__ (“Effective Date”), and expires on _____ 1, 20__. This lease terminates and replaces the Lease Agreement, dated February 25, 2015, as amended, entered into by and between the County and FCRHA relating to the Property.

2. **Rent.** The County agrees to rent the Property to FCRHA for a rental equal to the proceeds of the Bonds payable on the Effective Date [and an annual amount payable by FCRHA to the County from the net income derived from the operation of the Property fifteen business days prior to each March 1, commencing on March 1, 2018, and ending on March 1, 20__, or on any earlier date agreed to by the County and FCRHA if this lease is terminated pursuant to Section 6 hereof. **Does this continue?**]

3. **Purposes for which Property May Be Used.** The Property which is subject to this Lease may be used and occupied, and shall be operated and managed by FCRHA, solely for purposes authorized by and in accordance with the provisions of the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended (the “Enabling Act”). To that end, FCRHA hereby covenants to implement and comply with the terms of the resolution adopted by the Commissioners of FCRHA on July 27, 2006, with respect to the income limits applicable to tenants of the Property and the requirement that the Property be operated and maintained as a “residential building” within the meaning of the Enabling Act.

4. **Compliance with All Laws, Rules and Regulations.** The parties hereto represent that each will comply with all applicable, binding laws, rules and regulations, whether federal, Commonwealth of Virginia or County, relating to the use and occupancy of the Property.

5. **Nonassignability.** This Lease shall not be assigned by either party without the prior written approval of the other party.

6. **Termination.** This Lease may be terminated by the County, at its option, at any time prior to the expiration date after payment, or provision for payment, in full, of the principal of and redemption premium, if any, and interest on the Bonds.

7. **Surrender of Property.** On the expiration date or upon earlier termination of this Lease, FCRHA shall quietly and peaceably surrender the Property. The County waives any right to recover from FCRHA for any unrepaired damage to the Property upon such surrender.

8. **Release of a Portion of the Property.** [Notwithstanding any other provisions of this Lease, the parties hereto reserve the right at any time and from time to time to amend this Lease and the leasehold estate created hereby of (i) any portion of the Property, provided the Director of Public Works of the County or any person holding the highest rated engineering position held by the County or an independent engineer or engineering firm if so

designated by the Board of Supervisors of the County provides a certificate not more than sixty (60) days prior to the date of the proposed release which states such release will not adversely affect the utility of the Property as a multi-family rental housing facility, (ii) any unimproved part of the Property or (iii) any part of the Property with respect to which the County proposes to grant an easement or convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for the Property; provided that if at the time such amendment is made any portion of the Bonds is outstanding there shall be deposited with the bond registrar and paying agent of the Bonds the following:

- (a) A copy of the said amendment as executed;
- (b) A resolution of the Board of Supervisors of the County (i) stating that the County is not in default under any of the provisions of this Lease or the Payment Agreement and FCRHA is not to the knowledge of the County in default under any provisions of this Lease or the Payment Agreement, (ii) giving an adequate legal description of that portion of the Property to be released and (iii) stating the purpose for which the County desires the release; and
- (c) A certificate showing that FCRHA has approved such amendment and stating FCRHA is not in default under any provisions of this Lease or the Payment Agreement.]

[any need for surrender of property provision like in Wedgewood (Section 8)]

9. **Limitation of Liability of FCRHA.** [The obligations of FCRHA hereunder are not general obligations of FCRHA but are limited obligations payable solely from the proceeds of the Bonds and certain income derived from the operation of the Property.]

10. **Limitation of Personal Liability.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future supervisor, commissioner, officer, employee or agent of the County or FCRHA in his or her individual capacity, nor shall any supervisor, commissioner, officer, employee or agent of the County or FCRHA incur any personal liability with respect to any other action pursuant to this Lease, provided such supervisor, commissioner, officer, employee or agent acts in good faith.

11. **Insurance.** Insurance will be provided by the parties in accordance with Exhibit C.

12. **Governing Law.** The laws of the Commonwealth of Virginia govern the validity, interpretation, construction, and performance of this Lease.

13. **Amendments.** This Lease shall not be amended, changed or modified except by a written instrument duly executed by the parties hereto.

14. **Severability.** If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

[The rest of this page has been left blank intentionally]

IN WITNESS WHEREOF, the parties have executed this Lease under Seal as of the day and year first written above.

[SEAL]

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

ATTEST:

Clerk

By: _____

County Executive

[SEAL]

**FAIRFAX COUNTY REDEVELOPMENT
AND HOUSING AUTHORITY**

ATTEST:

Assistant Secretary

By: _____

Chairman

Exhibit A

LEGAL DESCRIPTION

Property To Be Leased By

Board of Supervisors of
Fairfax County, Virginia

to

Fairfax County Redevelopment and
Housing Authority

Exhibit B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” shall mean, as of any particular time:

INSURANCE

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 County Redevelopment and Housing Authority (“FCRHA”) of its \$_____ Revenue Bonds (Crescent Affordable Housing Acquisition) Series [2017/2018A] (Federally Taxable) (the “Bonds”) issued pursuant to the provisions of a resolution adopted on _____, 2017 by FCRHA. The proceeds of the Bonds are being used to provide funds, which together with other funds, are sufficient to (i) refinance the outstanding portion of the Fairfax County Redevelopment and Housing Authority promissory note issued to Bank of America, N.A. (the “Bank”) as evidence of a loan received by FCRHA from the Bank pursuant to the terms of a loan agreement (the “Loan Agreement”) by and among the Bank, FCRHA and the County to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (Taxable) previously issued to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2011A (the “2011 Notes”). The proceeds of the 2011 Notes were applied in May 2011 to refinance bond anticipation notes issued in February 2008 to pay the principal amount of a bond anticipation note issued in February 2007, which was issued to pay the principal amount of a bond anticipation note issued in February 2006, for purposes of providing a portion of the purchase price of, and enabling the County to acquire title to, the 181-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the “Property” and (ii) pay certain costs of issuance of the Bonds. The County hereby covenants and agrees as follows:

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 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 responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. 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 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 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 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 Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2018). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County’s audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the County, including operating data, updating such information relating to the County as described in Exhibit A, all with a view toward assisting the Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an “obligated person” (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Repository. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance and the final retirement of all the 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 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 any authorizing, or the 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 Bonds, and shall create no rights in any other person or entity.

Date: _____, 2018

FAIRFAX COUNTY, VIRGINIA

By: _____
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

(a) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.

(b) **Debt Information.** Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.

(c) **Demographic Information.** Updated demographic information respecting the County, such as its population, public school enrollment and per pupil expenditure.

(d) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data.

(e) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses and actuarial valuation(s) of such plans.

(f) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE BONDS (AFFORDABLE HOUSING ACQUISITION)
[SERIES 2017/2018A] (FEDERALLY TAXABLE)**

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 County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____
Title:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

R-1

\$_____

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE BOND (CRESCENT AFFORDABLE HOUSING ACQUISITION)
SERIES[2017A/2018A] (FEDERALLY TAXABLE)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %	_____ 1, 20__	_____ , 20__	_____

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (the “Authority”) for value received, promises to pay, solely from the sources specifically identified herein to the Holder named above the Principal Amount stated above on the Maturity Date and to pay solely from such sources, interest on such Principal Amount on each April 1 and October 1, commencing October 1, 2018, at the rate per annum specified above. This Bond shall bear interest from their Dated Date. The principal and interest so payable on this Bond will be paid to the Holder, at the office of the Director of the Department of Finance of Fairfax County, Virginia as paying agent and bond registrar for this Bond (the “Bond Registrar”), in Fairfax County, Virginia (the “County”). Both the principal of and the interest, calculated on the basis of a 360-day year consisting of twelve 30-day months, on this Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The interest so payable and punctually

paid or duly provided for on any interest payment date will, be paid by wire transfer, at the discretion of the Bond Registrar or by check mailed to the person in whose name this Bond is registered at the close of business on the regular record date for such interest, which shall be the March 15 or September 15 (whether or not a business day) next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such regular record date, and may be paid to the person in whose name this Bond (or any Predecessor Bond) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Bond Registrar, notice whereof being given by the Bond Registrar by mail to the registered owners not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this series may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Resolution (defined below). Such payment of interest shall be by check mailed to the registered owner at such owner's address as it appears on the bond registration books of the County maintained by the Bond Registrar and shall be made in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

This Bond and the bonds of the series of which it is one (the "Bonds") are authorized and issued by the Authority pursuant to the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended, and other applicable law, and a resolution duly adopted by the Authority on _____, 2017 (the "Resolution") to provide funds, which together with other funds, are sufficient to (i) refinance the outstanding portion of the Fairfax County Redevelopment and Housing Authority promissory note issued to Bank of America, N.A. as evidence of a loan (the "2015 Loan") received by FCRHA from the Bank pursuant to the terms of a loan agreement by and among the Bank, FCRHA and the County to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (Taxable) previously issued to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2011A (the "2011 Notes"). The proceeds of the 2011 Notes were applied in May 2011 to refinance bond anticipation notes issued in February 2008 to pay the principal amount of a bond anticipation note issued in February 2007, which was issued to pay the principal amount of a bond anticipation note issued in February 2006, for purposes of providing a portion of the purchase price of, and enabling the County to acquire title to, the 181-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the "Property") and (ii) pay certain costs of issuance of the Bonds.

These Bonds are limited obligations of the Authority and payable from payments made under a Payment Agreement, dated as of _____, 2018 between the Authority and the County (the "Payment Agreement") pursuant to which the County has agreed to make payments in amounts sufficient to pay the principal of and interest on the Bonds ("County Payments"). The County's obligation to make payments under the Payment Agreement in any fiscal year of the County is subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County for such purpose but is otherwise unconditional. In an Assignment Agreement, dated as of _____, 2018, the Authority has assigned to the Bond Registrar its

rights under the Payment Agreement, including its rights to receive County Payments and its right to enforce the provisions of the Payment Agreement.

THIS BOND AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR UNDER THE PAYMENT AGREEMENT. NEITHER THE COMMISSIONERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE THEREOF. THIS BOND SHALL NOT BE A DEBT OF THE COUNTY, THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND NEITHER THE COUNTY NOR THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY) SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL THIS BOND BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY PLEDGED THEREFOR PURSUANT TO THE RESOLUTION AND PAYMENT AGREEMENT. THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

The Bond Registrar shall keep at its office the books for the registration of transfer of the Bonds. The transfer of these Bonds may be registered only upon such books and upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this Bond, of the same series and maturity and bearing interest at the same rate.

The Bonds are issuable in fully registered form in the denomination of \$5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

[The Bonds which mature on or before _____ 1, 20__ are not subject to optional redemption before maturity. Bonds which mature after _____ 1, 20__ may be redeemed, at the option of the Authority, before their respective maturities on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

The Bonds maturing on _____ 1, 20__ and _____ 1, 20__ are required to be redeemed on in accordance with the sinking fund requirements set forth below. Such redemption shall be at the principal amount set forth below, plus accrued interest to the redemption date, and without premium:

<u>1</u>	<u>Principal Amount</u>	<u>1</u>	<u>Principal Amount</u>
20__	\$	20__	\$
20__		20__	
20__*		20__*	

* Final Maturity

The Bonds are also subject to extraordinary mandatory redemption (“Extraordinary Mandatory Redemption”) in whole or in part (in integral multiples of \$5,000) on any date after _____, 20__, at a redemption price equal to the principal amount redeemed thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed, within six months from the date of the sale by the County of all or any portion of the Property. Upon the sale of a portion of the Property, the Bonds to be redeemed shall be the pro rata portion of the Bonds (such portion to be rounded up to the next \$5,000 increment) allocable to that portion of the Property.]

If less than all of the Bonds of any one maturity shall be called for Extraordinary Mandatory Redemption, the particular Bonds or portions of Bonds of such maturities to be redeemed shall be selected pursuant to a pro-rata allocation; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all of the Bonds of any one maturity shall be called for optional redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the Authority shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the Bond Registrar, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this Bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price 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 with the Bond Registrar, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority causes the Bond Registrar to give an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the Authority causes the Bond Registrar to give a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depository (either, a “depository”) for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the Bond Registrar holds sufficient money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those Bonds.

Modifications or alterations of the Payment Agreement may be made only to the extent and in the circumstances permitted therein.

This Bonds is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Bonds have happened, exist and have been performed as so required.

The Bonds shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution or Payment Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Fairfax County Redevelopment and Housing Authority has caused this Bond to be executed by the facsimile or manual signature of its Chairman, Vice-Chairman, Executive Director or Deputy Executive Director, its seal to be affixed on this Bond and attested by the facsimile or manual signature of its Assistant Secretary.

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY

By: _____
Chairman,
Fairfax County Redevelopment and Housing
Authority

ATTEST:

By: _____
Assistant Secretary,
Fairfax County Redevelopment and Housing Authority

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued pursuant to the within-mentioned Resolution.

**Director of the Department of Finance of
Fairfax County, Virginia as Bond Registrar**

By _____
Authorized Signature

Date of authentication:

_____ 20, 2018

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by: _____

*Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar which requirements will include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

BOND PURCHASE AGREEMENT

\$ _____
FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE BONDS (CRESCENT AFFORDABLE HOUSING ACQUISITION)
[SERIES 2017/2018A (FEDERALLY TAXABLE)]

_____, 2018

Fairfax County Redevelopment and Housing Authority
 3700 Pender Dr.
 Fairfax, Virginia 22030

The undersigned, Morgan Stanley & Co, LLC (the “Representative”), on its own behalf and on behalf of Raymond James (collectively, the “Underwriters” and each an “Underwriter”), hereby agrees to purchase the above-captioned bonds (the “Bonds”) from the Fairfax County Redevelopment and Housing Authority (the “Authority”) pursuant to the terms and conditions of this Bond Purchase Agreement (this “Agreement”).

The Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950 (the “Enabling Act”), and a resolution duly adopted by the Authority on _____, 2017 (the “Authority Resolution”). The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”) requested that the Authority issue the Bonds pursuant to a resolution adopted on _____, 2017 (the “County 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 this 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 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 Bonds for the sum of

\$_____, representing the par amount of the Bonds (\$_____), plus net original issue premium of \$_____, less an underwriting discount of \$_____.

The 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 Bonds to any purchaser in connection with the initial public offering of the 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 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 Bonds in connection with the offering and sale of the Bonds other than the information set forth in the Preliminary Official Statement, 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 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 Bonds they 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 page (i) 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 Bonds, and may offer and sell the 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.

(d) On the date hereof, the sum of \$_____ being payment in good faith on account of the purchase price of the Bonds (collectively, the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the County. The Good Faith Deposit represents approximately 1% of the aggregate principal amount of the Bonds provided in the Preliminary Official Statement. If 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. If the Underwriters fail (other than for a reason permitted herein) to accept and pay for the 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 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 _____, 2018, relating to the 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, 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 the 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 Authority Resolution and to perform its obligations under the Bonds, the Payment Agreement, dated as of _____ 1, 2018, by and between the Authority and the County (the "Payment Agreement") and this Agreement (collectively, the "Authority 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 Authority Documents and has full power and authority to consummate all transactions

contemplated by the Authority Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party.

(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 4(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings "**THE COUNTY,**" [**"THE SERIES 2018 BONDS – Book-Entry Only System"**] and "**TAX MATTERS**" and Appendices A, B, C and D) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the 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 4(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 4(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,**" [**"THE SERIES 2018 BONDS – Book-Entry Only System"**] and "**TAX MATTERS**" and Appendices A, B, C and D) 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 Authority 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 Authority Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Authority Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Authority 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 Authority 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 Authority Documents and other agreements contemplated by the Authority 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 Authority 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 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution or the Authority Documents or that would cause the interest on the Bonds to be includable for Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the 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 Bonds, the Authority 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 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 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 Installment Purchase Contract.

Section 4. Delivery of the Bonds

The 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 _____, 2018, or such other place, time or date as shall be mutually agreed on in writing by the Authority, the County and the Underwriters. Simultaneously, the Underwriters shall make the payments 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 Bonds shall be delivered in fully registered form, in the form of one Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong CUSIP number on any Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Bond).

Section 5. Conditions to Underwriters' Obligations

The Underwriters' obligation hereunder is subject to the following conditions:

(a) The Authority 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 adverse 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 set forth in Appendix C to the Official Statement, and (B) Christian & Barton, L.L.P., 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 was duly adopted by the Board of Supervisors and is in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent 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, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) to her 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 Bonds or the application of proceeds of the 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 Bonds or the County Documents.

(iii) An opinion of [Alan M. Weiss, Office of County Attorney], 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 Authority 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 the Authority Documents and (2) to consummate all of the actions contemplated by the Authority Documents, (D) the Authority 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 Authority Documents, (F) the adoption by the Authority of the Authority Resolution and the execution and delivery by the Authority of the other Authority 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 Authority 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 Bonds or the application of proceeds of the 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 Authority of the transactions contemplated by the Authority Documents and the Official Statement or the validity or enforceability of the Authority 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 2018 BONDS,"]** (excluding **Book-Entry Only System**), **"SECURITY AND SOURCES OF PAYMENT FOR THE [SERIES 2018 BONDS,"]** **"TAX MATTERS,"** **"LEGAL MATTERS"** and **"CONTINUING**

DISCLOSURE UNDERTAKING,” and **Appendices C and D**, insofar as such information summarizes provisions of the Authority 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 omits 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 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 Authority Resolution; 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 (excluding the information under the headings **“THE COUNTY,”** [**“THE SERIES 2018 BONDS – Book-Entry Only System”**] and **“TAX MATTERS”** and Appendices A, B, C and D), 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 Bonds have received a rating of “__” from Moody’s Investors Service, Inc. and “__” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, 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.

(viii) Original executed or certified copies of the Authority Documents and the County Documents.

(ix) Evidence satisfactory to the Underwriters that the Authority’s issuance of the 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 headings **"THE COUNTY,"** [**"THE SERIES 2018 BONDS – Book-Entry Only System"**] and **"TAX MATTERS"** and Appendices A, B, C and D), (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 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 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Authority 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 Authority 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 information under the headings **"THE AUTHORITY,"** [**"THE SERIES 2018 BONDS – Book-Entry Only System"**] and **"TAX MATTERS"** and Appendix C) (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 Bonds, or materially and adversely affecting the ability of the County to make payments under the Payment Agreement, or in any way materially and adversely

contesting or affecting the validity or enforceability of the Bonds, 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; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xii) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Authority 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, the County 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 1(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 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the 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 reasonable judgment of the Underwriters, materially adversely affects the market for the 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 the New York Stock 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 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 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 Bonds or any comparable securities of the Authority, or any obligations of the general character of the 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 Authority Resolution are 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 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Authority Documents, County Documents or other documents relating to the issuance, offering or sale of the 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 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 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 Authority Resolution, the Authority Documents and the County Documents or the existence or powers of the Authority or the County with respect to its obligations under the Authority Documents and the County Documents; or

(l) any downgrading, suspension or withdrawal of a rating of the Bonds 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 Bonds.

Section 8. 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 Bonds or of termination or cancellation of this Agreement.

Section 9. 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, which may include the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky surveys), advertising expenses in connection with a public offering of the Bonds, fees of the CUSIP Bureau and any fees of the MSRB or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the 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 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 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 10. 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 Bonds.

Section 11. 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: Morgan Stanley & Co. LLC
 1585 Broadway, 16th Floor
 New York, NY 10036
 Attention: _____

If to the Authority: Fairfax County Redevelopment and Housing
 Authority
 3700 Pender Dr.
 Fairfax, Virginia 22030
 Attention: Director

With a copy thereof sent to:
 [Alan M. Weiss, Esq.
 12000 Government Center Parkway
 Fairfax, Virginia 22035-0064]

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 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 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 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or are 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 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]

_____,
as Representative of the Underwriters

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

**FAIRFAX COUNTY REDEVELOPMENT HOUSING
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**SERIES [2017A/2018A] BONDS**

Maturity Date			
(____ 1)	Principal Amount	Interest Rate	Yield
20__	\$	%	%
20__			
20__			
20__			
20__			
20__			

EXHIBIT B
LETTER OF REPRESENTATION

LETTER OF REPRESENTATION

FAIRFAX COUNTY, VIRGINIA

I am an authorized official of Fairfax County, Virginia (the “County”), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement of even date herewith (the “Bond Purchase Agreement”) between _____, as representative of the underwriters named therein (the “Underwriters”), and Fairfax County Redevelopment and Housing 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 urban 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 the County Resolution, the Bond Purchase Agreement, the Payment Agreement, the 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 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) To the County's knowledge, 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 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, or (iii) 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 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution and the County Resolution and which would cause the interest on the Bonds to be includable in the gross income of the recipients thereof for 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, 2017. 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 in Appendix B 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 the Bond Purchase 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 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 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 or refinanced with the proceeds of the Bonds. 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 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 municipal securities such as the Bonds as provided in the Continuing Disclosure Agreement. Except as described in the Official Statement under the caption “Continuing Disclosure Undertaking,” in the five years preceding the date of the 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 Bonds pursuant to the Bond Purchase 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 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or are currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in the Bond Purchase 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 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 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 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 __th day of __, 2018.

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Office

RESOLUTION REQUESTING THE ISSUANCE BY THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) OF ITS REVENUE REFUNDING BONDS (WEDGEWOOD AFFORDABLE HOUSING ACQUISITION) IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$82,000,000 AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYMENT AGREEMENT WITH FCRHA, ALL FOR THE PURPOSE OF REFUNDING CERTAIN BONDS ISSUED TO PROVIDE PERMANENT FINANCING FOR THE PAYMENT OF A PORTION OF THE PRINCIPAL AMOUNT OF NOTES ISSUED FOR THE PURPOSE OF REFINANCING NOTES ISSUED FOR THE PURPOSE OF PAYING A PORTION OF THE PURCHASE PRICE OF A MULTI-FAMILY RENTAL HOUSING COMPLEX LOCATED IN FAIRFAX COUNTY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT WITH FCRHA FOR THE LEASE OF THE APARTMENT COMPLEX TO FCRHA; APPROVING THE FORM OF THE FCRHA BONDS; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS, APPROVING THE FORM OF AND EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO THE PURCHASE OF THE BONDS; APPROVING THE FORM OF AND EXECUTION OF AN ASSIGNMENT AGREEMENT; APPROVING THE MAKING OF A CONTINUING DISCLOSURE UNDERTAKING AND GRANTING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTION

WHEREAS, the Fairfax County Redevelopment and Housing Authority (“FCRHA”), in furtherance of its goal to preserve existing affordable housing in Fairfax County, requested that the Board of Supervisors of the County of Fairfax, Virginia (the “County”) contract for the purchase by the County of a multi-family rental housing complex comprised of the 424-unit Wedgewood West Apartments, including its site of approximately 21.9 acres, the 123-unit Wedgewood East Apartments, including its site of approximately 6.9 acres, and the 125-unit Wedgewood Manor Apartments, including its site of approximately 6.0 acres, all located in Annandale, Virginia (collectively, the “Apartment Complex”); and

WHEREAS, the County, in October 2007, entered into agreements of purchase and sale with a seller (the “Purchase and Sale Contracts”) for the purchase of the Apartment Complex; and

WHEREAS, the County, upon entering into the Purchase and Sale Contracts, requested that FCRHA provide interim financing for a portion of the purchase price of the Apartment Complex and related costs and offered to enter into a payment agreement pursuant to which the County agreed to make payments, to or for the account of FCRHA, in amounts sufficient, with the proceeds of any permanent financing and renewal notes financing (as herein provided) and

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any other sources of funds available for the purpose, for FCRHA to pay timely the interest on and the principal of notes to be issued for such interim financing; and

WHEREAS, FCRHA, pursuant to the County's request, issued on November 28, 2007, bond anticipation notes (the "Original Notes"), the proceeds of which were used to pay a portion of the purchase price of the Apartment Complex; and

WHEREAS, FCRHA, pursuant to the County's request, issued on October 6, 2008 bond anticipation notes (the "2008 Notes") to pay the principal of the Original Notes; and

WHEREAS, FCRHA, pursuant to the County's request, issued on August 20, 2009 revenue bonds as a source of long term financing to pay the principal of the 2008 Notes (the "2009 Bonds"); and

WHEREAS, FCRHA proposes to issue its Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series [2017[A/B]/2018B] in an aggregate principal amount of up to \$82,000,000 (the "Bonds") pursuant to the Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the "Act"), will be sufficient to refund certain outstanding 2009 Bonds and pay certain costs of issuance of the Bonds; and

WHEREAS, FCRHA and the County may have the opportunity in the future to sell all or a portion of the Apartment Complex to third parties for purposes of effectuating low income housing tax credit financings and FCRHA desires to include in the terms of the Bonds and the related documents necessary provisions to allow for such possible sales including provisions relating to the extraordinary mandatory redemption of such Bonds; and

WHEREAS, the County proposes to enter into a payment agreement with FCRHA (the "Payment Agreement") by the terms of which the County will agree to make payments to FCRHA, subject to appropriation, in sufficient amounts for FCRHA to pay timely the interest and the principal of the Bonds; and

WHEREAS, the County proposes to enter into an amended and restated lease agreement with FCRHA (the "Lease") by the terms of which the County will lease the Apartment Complex to FCRHA; and

WHEREAS, there has been presented to the Board a proposed form of a Bond Purchase Agreement between the Authority and Morgan Stanley & Co LLC, as representative of the underwriters (the "Underwriters") and approved by the County relating to the purchase of the Bonds (the "Bond Purchase Agreement"); and

WHEREAS, there has been presented to the Board a proposed form of an Assignment Agreement (the "Assignment Agreement") pursuant to which FCRHA will assign to the bond registrar and paying agent of the Bonds all of FCRHA's rights under the Payment Agreement, including FCRHA's rights to the County Payments under, and to enforce the terms and provisions of, the Payment Agreement; and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the Bonds, the sources of payment and security therefore, FCRHA, the County and the Apartment Complex (the "Preliminary Official Statement"); and

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

WHEREAS, the Board of Supervisors has duly reviewed and considered the forms of the Payment Agreement, the Lease, the Bonds, the Bond Purchase Agreement, the Assignment 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 appropriate County officials authority to approve the sale of the Bonds including and the details of the transaction but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, as follows:

SECTION 1. FCRHA is hereby requested to sell the Bonds to the Underwriters in a negotiated sale in an aggregate principal amount not to exceed \$82,000,000 for the purpose of providing funds to refund certain outstanding 2009 Bonds and pay costs and expenses associated with the issuance of the Bonds.

SECTION 2. The form of the Bonds presented to this meeting is approved.

SECTION 3. The form of the Payment Agreement presented to this meeting is approved, and the Chairman or Vice Chairman of the Board or the County Executive or the Chief Financial Officer of the County (each a “Delegate”), as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Payment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

SECTION 4. The form of the Lease presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Lease in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Lease, such execution being conclusive evidence of such approval.

SECTION 5. The form of the Bond Purchase Agreement (including the County’s Letter of Representations) presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, the Bond Purchase Agreement (including the Letter of Representation) in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Bond Purchase Agreement, such execution being conclusive evidence of such approval.

SECTION 6. The form of an Assignment Agreement presented to this meeting is approved, and a Delegate, as appropriate is authorized and directed to execute and deliver, in the

name and on behalf of the County an acknowledgement of such Assignment Agreement, the Assignment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Assignment Agreement, such execution being conclusive evidence of such approval.

SECTION 7. The form of the Preliminary Official Statement is hereby approved and deemed “final” for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the underwriters of a final Official Statement relating to the Bonds (the “Official Statement”) is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such minor changes, insertions and omissions as may be approved by a Delegate.

SECTION 8. The form of the Continuing Disclosure Agreement presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval

SECTION 9. The execution and delivery by any Delegate of the Payment Agreement, the Lease, Bond Purchase Agreement, the Assignment Agreement, the Continuing Disclosure Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate’s approval, on behalf of the County, of the changes, if any, in the form and content of the Payment Agreement, the Lease, the Bond Purchase Agreement, the Assignment Agreement and the Continuing Disclosure Agreement.

SECTION 10. The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Bonds, the Lease, the Bond Purchase Agreement, the Assignment Agreement, the Payment Agreement and the Continuing Disclosure Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds, the Lease, the Payment Agreement, the Assignment Agreement and the Continuing Disclosure Agreement and also to do all acts and things required of them by the provisions of this Resolution and the resolution to be adopted by the FCRHA Board of Commissioners relating to the Bonds.

SECTION 11. Each of the Delegates 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 certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 12. All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 13. Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 14. This resolution shall take effect immediately upon its adoption.

(Seal)

A Copy Teste:

Clerk to the Board of Supervisors

County & Authority

PAYMENT AGREEMENT

This Payment Agreement (this “Agreement”), dated as of _____, 2018, by and between the Fairfax County Redevelopment and Housing Authority (the “Authority”) and the Board of Supervisors of Fairfax County, Virginia (the “County”).

SECTION I. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the respective meanings given to them herein:

“Assignment Agreement” means the Assignment Agreement, dated as of _____, 2018 by the Authority pursuant to which the Authority assigns to the bond registrar and paying agent of the Bonds all of the Authority’s rights under the Payment Agreement, including the Authority’s rights to receive County Payments under and to enforce the terms and provisions of this Payment Agreement.

“Bonds” means the \$_____ Fairfax County Redevelopment and Housing Authority Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) [Series 2017A/B/2018B], dated _____, 2018.

“Bond Payment Date” means each Interest Payment Date and Principal Payment Date on the Bonds.

“County Payments” means the payments made or to be made by the County, to or for the account of the Authority, in respect of scheduled interest and principal payments on the Bonds.

“County Payment Date” means a Bond Payment Date.

“Holder of the Bonds” means the registered owners and if the registered owners are a nominee the beneficial owners of the Bonds.

“Interest Payment Date” means each April 1 and October 1, commencing October 1, 2018, each such date being a date when interest is scheduled to be due and payable on the Bonds.

“Payment Agreement” means this Payment Agreement as the same may be amended by written agreement of the parties with the consent of the Holder of the Bonds as provided in Section 4.02 hereof.

“Principal Payment Date” means each October 1 upon which the principal of any Bond is due and payable (whether at maturity or upon sinking fund redemption).

“Property” means the multi-family rental housing complex, including the sites thereof, located in Fairfax County, Virginia (the “Property”), identified in the Purchase Contracts, that the County acquired from the seller with proceeds of the 2007B Notes to further the mutual goal of the County and the Authority of preserving existing affordable housing in the County.

“Purchaser” means the underwriter or underwriters that shall have purchased the Bonds pursuant to a negotiated sale and shall receive delivery of the Bonds from the Authority on the date hereof.

“Purchase Contracts” means the Agreements of Purchase and Sale made and entered into as of the 4th day of October, 2007 between the County, as purchaser, and the seller named therein, pursuant to which the County purchased the Property from the seller.

“2007B Notes” means the \$105,485,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition), Series 2007B, dated November 28, 2007, issued for the purpose of providing a portion of the purchase price of the Property.

“2008B Notes” means the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition), Series 2008B, dated October 6, 2008, issued for the purpose of paying the principal of the 2007B Notes.

“2009 Bonds” means the \$94,950,000 Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009, dated August 20, 2009, issued for the purpose of paying the principal of the 2008B Notes.

SECTION II. ISSUANCE OF THE BONDS BY THE AUTHORITY

Section 2.01. Issuance of the Bonds. The Authority agrees to issue the Bonds on or before _____, 2018. The Purchaser has agreed to buy the Bonds from the Authority on _____, 2018.

Section 2.02. Purpose for the Issuance of the Bonds. The Authority agrees to apply the proceeds of the Bonds to refund certain outstanding 2009 Bonds and to pay for certain costs of issuance of the Bonds, all as approved by the County, and for no other purpose.

SECTION III. PAYMENT UNDERTAKING BY THE COUNTY

Section 3.01. County Payments and Bond Debt Service Payments. (a) The County hereby agrees to make County Payments on each Bond Payment Date as set forth on **Exhibit A** hereto subject to the provisions of Sections 3.02 and 3.03 below.

(b) the County may, at its option, prepay the County Payments in whole or in part on any date on or after _____ 1, 20__ on not less than forty-five (45) days' written notice to the Authority accompanied by a specific direction to the Authority to apply such prepayment to the redemption of the Bonds in accordance with their terms. Upon such redemption, the Authority shall credit the principal amount of the Bonds so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bonds redeemed, (y) the interest on the Bonds so redeemed and (z) the interest that would have accrued on such Bonds so redeemed but for such prepayment redemption.

(c) [the County will prepay the County Payments in whole or in part at any time on not less than forty-five (45) days' written notice to the Authority upon the extraordinary mandatory redemption of Bonds ("Extraordinary Mandatory Redemption") in whole or in part upon the sale by the County of all or any portion of the Property. Upon the sale of a portion of the Property the Bonds to be redeemed shall be the pro rata portion of the Bonds (rounded up to the next \$5,000 increment) allocable to that portion of the Property, all in accordance with the terms of the Bonds. Upon such redemption, the Authority shall credit the principal amount of the Bonds so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bonds redeemed, (y) the interest on the Bonds so redeemed and (z) the interest that would have accrued on such Bonds so redeemed but for such prepayment redemption.]

Section 3.02. Payments Subject to Appropriation. The obligation of the County to make the County Payments under this Agreement is contingent upon the appropriation for the applicable fiscal year by the Fairfax County Board of Supervisors of funds from which such County Payments can be made. The County shall not be liable for any County Payments which may be payable pursuant to this Payment Agreement unless and until such funds have been appropriated for payment and then only to the extent thereof. This Payment Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.03. County Executive to Request Appropriations.

The Board of Supervisors of the County covenants that it will cause the County Executive in preparing the County's operating budget for each fiscal year subsequent to fiscal year 2018 so long as the Bonds remain outstanding under the Authority's Bond Resolution passed by the Authority on ____ __, 2017 (the "Authority Bond Resolution") to include as a separate line item therein the debt service on the Bonds that is scheduled to become due and payable during such fiscal year for which the budget is proposed. In the alternative, the County Executive may include in a line item in the County's operating budget the debt service on the Bonds that is scheduled to become due and payable during such fiscal year together with other amounts due and payable by the County during such fiscal year under similar arrangements for other projects.

Section 3.04. Consent to Assignment. The County hereby agrees that the Authority shall assign to the bond registrar and paying agent of the Bonds the Authority's rights under this Payment Agreement, including the Authority's rights to receive County Payments under and to enforce the terms and provisions of this Payment Agreement.

SECTION IV. MISCELLANEOUS

Section 4.01. Third Party Beneficiaries. This Payment Agreement shall inure to the benefit of the Authority, the County and the Holder of the Bonds, and no other persons shall be deemed third party beneficiaries of this Payment Agreement.

Section 4.02. Amendments. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by the Authority and the County with the prior written consent of the Holder of the Bonds.

Section 4.03. Effective Date. This Agreement shall take effect immediately upon its execution and delivery.

Section 4.04. Termination. This Agreement shall terminate upon the earlier of the retirement and the defeasance of the Bonds.

Section 4.05. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[The rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the Authority and the County have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

**FAIRFAX COUNTY REDEVELOPMENT AND HOUSING
AUTHORITY**

By: _____

Chairman

[SEAL]

ATTEST:

By: _____

Assistant Secretary

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

By: _____

County Executive

[SEAL]

ATTEST:

By: _____

Clerk to the Board of Supervisors

Exhibit A

County Payments

<u>County Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
--------------------------------	------------------	-----------------	--------------

28751610.3

<u>County Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
--------------------------------	------------------	-----------------	--------------

**ASSIGNMENT AGREEMENT
(Wedgewood Affordable Housing Acquisition)**

THIS ASSIGNMENT AGREEMENT (“**Assignment**”) is made as of _____, 2018, from the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, as assignor (the “**Assignor**”) to the Director of the Department of Finance of Fairfax County, as bond registrar and paying agent of the \$_____ Fairfax County Redevelopment and Housing Authority Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series [2017A/B/2018B] (the “**Assignee**”).

RECITALS

Assignor and Fairfax County, Virginia (the “**County**”) have entered into a Payment Agreement, dated as of _____, 2018 (the “**Payment Agreement**”), between the County and Assignor pursuant to the terms of which the County will agree to make payments to the Assignor in sufficient amounts for the Assignor to pay timely the interest and the principal of the \$_____,_____,000 Fairfax County Redevelopment and Housing Authority Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series [2017A/B/2018B] (the “**Bonds**”). The Bonds are being issued to provide funds, together with other funds, sufficient to refund (i) certain outstanding Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009 issued to pay the outstanding principal amount of the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2008B due on October 1, 2009, the proceeds of which were applied to pay the principal amount of bond anticipation notes issued in November, 2007, the proceeds of which were used by the County to pay a portion of the purchase price of the 424-unit Wedgewood West Apartments multi-family rental housing complex, including the approximately 21.9-acre site thereof, the 123-unit Wedgewood East Apartments multi-family rental housing complex, including the approximately 6.9-acre site thereof and the 125-unit Wedgewood Manor Apartments multi-family rental housing complex, including the approximately 6.0-acre site thereof all located in Annandale, Virginia and (ii) certain costs of issuance of the Bonds. Assignor has agreed to assign to the Assignee for the benefit of the owners of the Bonds all of its right, title and interest in and to the Payment Agreement including the Assignor’s right to receive payments and to conform and enforce the provisions of the Payment Agreement.

Unless otherwise defined in this Assignment, all capitalized terms used in this Assignment shall have the same meanings as set forth in the Payment Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and One Dollar (\$1) paid by Assignee, Assignor hereby conveys, transfers and assigns unto Assignee, its successors and assigns, for the benefit of the owners of the Bonds, all the rights, interest and privileges which Assignor has and may have in the Payment Agreement, including all payments or monies due and becoming due therefrom.

This Assignment is made as additional security for the payment of the principal of and interest on the Bonds and all other payments required by, and the performance of the County's and Assignor's obligations under, the Bonds and the Payment Agreement. Notwithstanding anything contained herein to the contrary, this Assignment is intended to be an absolute assignment from Assignor to Assignee of County Payments and not merely a granting of a security interest.

The acceptance of this Assignment and the collection of County Payments under the Payment Agreement hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of the Bonds, the Payment Agreement or any other agreement or instrument executed in connection therewith. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Payment Agreement.

Assignor covenants and represents that no other assignment of any interest in the County Payments assigned has been made, and that Assignor will not hereafter amend, alter, modify, cancel, surrender or terminate the Payment Agreement, exercise any option which might lead to any such amendment, alteration, modification, cancellation, surrender or termination or consent to the release of the County thereunder without the prior written consent of Assignee.

Assignor hereby authorizes and directs the County to make all payments due under the Payment Agreement directly to the Assignee.

The full performance of the Bonds and the Payment Agreement shall render this Assignment void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time unpaid on the Bonds.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment Agreement as of the date first written above.

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY

By: _____

Chairman

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

COUNTY ACKNOWLEDGEMENT:

Fairfax County, Virginia, as obligor under the aforementioned Payment Agreement, hereby acknowledges and accepts the foregoing Assignment Agreement as executed and delivered by the Assignor.

FAIRFAX COUNTY, VIRGINIA

By: _____

County Executive

[COUNTY ACKNOWLEDGMENT PAGE TO ASSIGNMENT AGREEMENT]

AMENDED AND RESTATED LEASE AGREEMENT

Between

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

Landlord,

and

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

Tenant.

relating to

WEDGEWOOD AFFORDABLE HOUSING ACQUISITION

Dated as of _____, 2018

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT dated as of _____, 2018 (“Lease”), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia and having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”) and the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 3700 Pender Drive, Suite 300, Fairfax, Virginia (the “Authority”).

W I T N E S S E T H:

WHEREAS, simultaneously with the execution and delivery of this Lease, the Authority has issued its \$_____ Fairfax County Redevelopment and Housing Authority Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series [2017/A/B/2018B] (the “**Bonds**”), which are sufficient to refund (i) certain outstanding maturities (the “**Refunded Bonds**”) of the Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009 (the “Series 2009 Bonds”) which were issued to pay the outstanding principal amount of the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes due on October 1, 2009 the proceeds of which were used to pay the principal amount of bond anticipation notes issued in November, 2007, the proceeds of which were used by the County to pay a portion of the purchase price of a multi-family rental housing complex comprised of the 424-unit Wedgewood West Apartments, including its site of approximately 21.9 acres, the 123-unit Wedgewood East Apartments, including its site of approximately 6.9 acres, and the 125-unit Wedgewood Manor Apartments, including its site of approximately 6.0 acres, all located in Annandale, Virginia (collectively, the “**Property**”) and (ii) certain costs of issuance of the Bonds; and

WHEREAS, certain maturities of the 2009 Bonds will remain outstanding after the issuance of the Bonds; and

WHEREAS, both the County and Authority desire to amend and restate the lease agreement dated as of August 20, 2009 by and between the County and the Authority relating to the Property entered into upon the issuance of the 2009 Bonds;

WHEREAS, simultaneously with the execution and delivery of this Lease, the Authority has prepaid the rent due under this Lease by causing the proceeds of the Bonds, [together with other funds] to be applied to the refunding of the Refunded Bonds; and

WHEREAS, simultaneously with the execution and delivery of this Lease, the parties will also enter into a Payment Agreement of even date (the “**Payment Agreement**”) by the terms of which the County will agree to make payments to the Authority in amounts sufficient for the Authority to pay timely debt service on the Bonds and the Authority, with the consent of the County, will assign its rights under the Payment Agreement to the Director of Finance for Fairfax County, as bond registrar and paying agent for the benefit of the holders of the Bonds;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the sum of Ten Dollars (\$10) paid by the Authority to the County and receipt of which is hereby acknowledged by the County, the County hereby leases to the Authority the Property which is hereinafter identified generally and includes the parcel of land described in Exhibit A to this Lease and all improvements thereon, as the same may at any time exist, subject to encumbrances specified in **Exhibit B** to this lease and subject to the following terms and conditions:

1. **Term of Lease.** The term of this Lease commences on _____, 20__ (“**Effective Date**”) and expires on _____ 1, 20__. This Lease replaces and terminates the Lease between the County and the Authority relating to the Property dated as of August 20, 2009.

2. **Rent.** [The County agrees to lease the Property to the Authority for a rental equal to the proceeds of the Bonds, which rental shall be prepaid in a lump sum on the Effective Date by payment of such proceeds of the Bonds to the escrow agent for the Refunded Bonds. Upon such payment the rent due hereunder shall be deemed paid in full. **[– any other rent?]**]

3. **Purposes for which Property May Be Used.** The Property which is subject to this Lease may be used and occupied, and shall be operated and managed by the Authority, solely for purposes authorized by and in accordance with the provisions of the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended (the “**Enabling Act**”). To that end, the Authority hereby covenants to implement and comply with the terms of the resolution adopted by the Commissioners of the Authority on November 1, 2007 with respect to the income limits applicable to tenants of the Property and the requirement that the Property be operated and maintained as a “residential building” within the meaning of the Enabling Act.

4. **Compliance with All Laws, Rules and Regulations.** The parties hereto represent that each will comply with all applicable, binding laws, rules and regulations, whether Federal, Commonwealth of Virginia or County, relating to the use and occupancy of the Property.

5. **Nonassignability.** This Lease shall not be assigned by either party without the prior written approval of the other party.

6. **Termination.** This Lease may be terminated by the County, at its option, at any time prior to the expiration date after payment, or provision for payment, in full of the principal of and redemption premium, if any, and interest on the Bonds.

7. **Release of a Portion of the Property.** Notwithstanding any other provisions of this Lease, the parties hereto reserve the right at any time and from time to time to amend this Lease and the leasehold estate created hereby to release (i) any portion of the Property, including any unimproved portion of the Property, provided the Director of Public Works of the County or any person holding the highest rated engineering position held by the County or an independent engineer or engineering firm if so designated by the Board of

Supervisors of the County provides a certificate not more than sixty (60) days prior to the date of the proposed release which states such release will not adversely affect the utility of the Property as a multi-family rental housing facility, (ii) any part of the Property with respect to which the County proposes to grant an easement or convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for the Property or (iii) any portion of the Property pursuant to a sale of such portion of the Property, provided that the portion of the Bonds issued allocable to such portion of the Property sold are redeemed with the proceeds of such sale; provided further that, if at the time such amendment is made any portion of the Bonds is outstanding there shall be deposited with the bond registrar and paying agent of the Bonds the following:

- (a) A copy of the said amendment as executed;
- (b) A resolution of the Board of Supervisors of the County (i) stating that the County is not in default under any of the provisions of this Lease or the Payment Agreement and the Authority is not to the knowledge of the County in default under any provisions of this Lease or the Payment Agreement, (ii) giving an adequate legal description of that portion of the Property to be released, (iii) stating the purpose for which the County desires the release and (iv) stating approval of the amendment; and
- (c) A certificate showing that the Authority has approved such amendment and stating the Authority is not in default under any provisions of this Lease or the Payment Agreement; and
- (d) An opinion of Bond Counsel to the effect that the release of the Property will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

8. **Surrender of Property.** On the expiration date or upon earlier termination of this Lease, the Authority shall quietly and peaceably surrender the Property. The County waives any right to recover from the Authority for any unrepaired damage to the Property upon such surrender.

9. **Limitation of Liability of the Authority.** The obligations of the Authority hereunder are not general obligations of the Authority but are limited obligations payable solely from the proceeds of the Bonds.

9. **Limitation of Personal Liability.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future supervisor, commissioner, officer, employee or agent of the County or the Authority in his or her individual capacity, nor shall any supervisor, commissioner, officer, employee or agent of the County or the Authority incur any personal liability with respect to any other action pursuant to this Lease, provided such supervisor, commissioner, officer, employee or agent acts in good faith.

10. **Insurance.** Insurance for the Property will be maintained by the parties for each year that this lease is effective in the insurance types and limits as set forth in **Exhibit C**.

11. **Governing Law.** The laws of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Lease.

12. **Amendments.** This Lease shall not be amended, changed or modified except by a written instrument duly executed by the parties hereto.

13. **Severability.** If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease under Seal as of the day and year first written above.

[SEAL]

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

ATTEST:

Clerk

By: _____

County Executive

[SEAL]

**FAIRFAX COUNTY REDEVELOPMENT
AND HOUSING AUTHORITY**

ATTEST:

Assistant Secretary

By: _____

Chairman

Exhibit A

LEGAL DESCRIPTION

Property To Be Leased By

Board of Supervisors of
Fairfax County, Virginia

to

Fairfax County Redevelopment and
Housing Authority

Exhibit B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” shall mean, as of any particular time:

Exhibit C

INSURANCE

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 County Redevelopment and Housing Authority (“FCRHA”) of its \$_____ Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series [2017A/B/2018B] (the “Bonds”) issued pursuant to the provisions of a resolution adopted on _____, 2017 by FCRHA. The proceeds of the Bonds are being used to provide funds, which together with other funds, are sufficient to (i) refund certain outstanding maturities of the Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009 (the “Refunded Bonds”) which were issued to pay the outstanding principal amount of the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2008B the proceeds of which were used to pay the principal amount of bond anticipation notes issued in November 2007, to pay a portion of the payment price of a multi-family rental housing facility and (ii) pay certain costs of issuance of the Bonds. The County hereby covenants and agrees as follows:

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 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 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 Resolution, 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 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 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 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 Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is

not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2018). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the County, including operating data, updating such information relating to the County as described in Exhibit A, all with a view toward assisting the Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Repository. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance and the final retirement of all the 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 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 Resolution, or the 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 Bonds, and shall create no rights in any other person or entity.

Date: _____, ____

FAIRFAX COUNTY, VIRGINIA

By: _____
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

(a) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.

(b) **Debt Information.** Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.

(c) **Demographic Information.** Updated demographic information respecting the County, such as its population, public school enrollment and per pupil expenditure.

(d) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data.

(e) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses and actuarial valuation(s) of such plans.

(f) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BONDS (AFFORDABLE HOUSING ACQUISITION)
SERIES [2017A/B 2018B]**

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 County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____
Title:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

R-1

\$_____

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BOND (WEDGEWOOD AFFORDABLE HOUSING
ACQUISITION)
SERIES [2017A/B2018B]

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %	_____ 1, 20__	_____ , 20__	_____

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (the “Authority”) for value received, promises to pay, solely from the sources specifically identified herein to the Holder named above the Principal Amount stated above on the Maturity Date and to pay solely from such sources, interest on such Principal Amount on each April 1 and October 1, commencing October 1, 2018, at the rate per annum specified above. This Bond shall bear interest from their Dated Date. The principal and interest so payable on this Bond will be paid to the Holder, at the office of the Director of the Department of Finance of Fairfax County, Virginia as paying agent and bond registrar for this Bond (the “Bond Registrar”), in Fairfax County, Virginia (the “County”). Both the principal of and the interest, calculated on the basis of a 360-day year consisting of twelve 30-day months, on this Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and

private debts on the respective dates of payment thereof. The interest so payable and punctually paid or duly provided for on any interest payment date will, be paid by wire transfer, at the discretion of the Bond Registrar or by check mailed to the person in whose name this Bond is registered at the close of business on the regular record date for such interest, which shall be the March 15 or September 15 (whether or not a business day) next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such regular record date, and may be paid to the person in whose name this Bond (or any Predecessor Bond) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Bond Registrar, notice whereof being given by the Bond Registrar by mail to the registered owners not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this series may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Resolution (defined below). Such payment of interest shall be by check mailed to the registered owner at such owner's address as it appears on the bond registration books of the County maintained by the Bond Registrar and shall be made in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

This Bond and the bonds of the series of which it is one (the "Bonds") are authorized and issued by the Authority pursuant to the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended, and other applicable law, and a resolution duly adopted by the Authority on _____, 2017 (the "Resolution") to provide funds are sufficient to (i) refund certain outstanding maturities of the Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009 which were issued to pay the outstanding principal amount of the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2008B due on October 1, 2009 the proceeds of which were used to pay the principal amount of bond anticipation notes issued in November, 2007, the proceeds of which were used by the County to pay a portion of the purchase price of a multi-family rental housing complex comprised of the 424-unit Wedgewood West Apartments, including its site of approximately 21.9 acres, the 123-unit Wedgewood East Apartments, including its site of approximately 6.9 acres, and the 125-unit Wedgewood Manor Apartments, including its site of approximately 6.0 acres, all located in Annandale, Virginia (collectively, the "Property") and (ii) pay certain costs of issuance of the Bonds.

These Bonds are limited obligations of the Authority and payable from payments made under a Payment Agreement, dated as of _____, 2018 between the Authority and the County (the "Payment Agreement") pursuant to which the County has agreed to make payments in amounts sufficient to pay the principal of and interest on the Bonds ("County Payments"). The County's obligation to make payments under the Payment Agreement in any fiscal year of the County is subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County for such purpose but is otherwise unconditional. In an Assignment Agreement, dated as of _____, 2018, the Authority has assigned to the Bond Registrar its rights under the Payment Agreement, including its rights to receive County Payments and its right to enforce the provisions of the Payment Agreement.

THIS BOND AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR UNDER THE PAYMENT AGREEMENT. NEITHER THE COMMISSIONERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE THEREOF. THIS BOND SHALL NOT BE A DEBT OF THE COUNTY, THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND NEITHER THE COUNTY NOR THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY) SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL THIS BOND BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY PLEDGED THEREFOR PURSUANT TO THE RESOLUTION AND PAYMENT AGREEMENT. THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

The Bond Registrar shall keep at its office the books for the registration of transfer of the Bonds. The transfer of these Bonds may be registered only upon such books and upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this Bond, of the same series and maturity and bearing interest at the same rate.

The Bonds are issuable in fully registered form in the denomination of \$5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The Bonds which mature on or before _____ 1, 20__ are not subject to optional redemption before maturity. Bonds which mature after _____ 1, 20__ may be redeemed, at the option of the Authority, before their respective maturities on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

The Bonds maturing on _____ 1, 20__ and _____ 1, 20__ are required to be redeemed on in accordance with the sinking fund requirements set forth below. Such redemption shall be at the principal amount set forth below, plus accrued interest to the redemption date, and without premium:

<u>1</u>	<u>Principal Amount</u>	<u>1</u>	<u>Principal Amount</u>
20__	\$	20__	\$
20__		20__	
20__*		20__*	

* Final Maturity

The Bonds are also subject to extraordinary mandatory redemption (“Extraordinary Mandatory Redemption”) in whole or in part (in integral multiples of \$5,000) on any date after _____, 20__, at a redemption price equal to the principal amount redeemed thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed, within six months from the date of the sale by the County of all or any portion of the Property. Upon the sale of a portion of the Property, the Bonds to be redeemed shall be the pro rata portion of the Bonds (such portion to be rounded up to the next \$5,000 increment) allocable to that portion of the Property.

[If less than all of the Bonds of any one maturity shall be called for Extraordinary Mandatory Redemption, the particular Bonds or portions of Bonds of such maturities to be redeemed shall be selected pursuant to a pro-rata allocation; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all of the Bonds of any one maturity shall be called for optional redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.]

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the Authority shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the Bond Registrar, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this Bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price 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 with the Bond Registrar, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority causes the Bond Registrar to give an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the Authority causes the Bond Registrar to give a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depository (either, a “depository”) for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the Bond Registrar holds sufficient money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those Bonds.

Modifications or alterations of the Payment Agreement may be made only to the extent and in the circumstances permitted therein.

This Bonds is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Bonds have happened, exist and have been performed as so required.

The Bonds shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution or Payment Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Fairfax County Redevelopment and Housing Authority has caused this Bond to be executed by the facsimile or manual signature of its Chairman, Vice-Chairman, Executive Director or Deputy Executive Director, its seal to be affixed on this Bond and attested by the facsimile or manual signature of its Assistant Secretary.

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY

By: _____
Chairman,
Fairfax County Redevelopment and Housing
Authority

ATTEST:

By: _____
Assistant Secretary,
Fairfax County Redevelopment and Housing Authority

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued pursuant to the within-mentioned Resolution.

**Director of the Department of Finance of
Fairfax County, Virginia as Bond Registrar**

By _____
Authorized Signature

Date of authentication:

_____ 20, 2018

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by: _____

*Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar which requirements will include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

BOND PURCHASE AGREEMENT

\$ _____
FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BONDS (WEDGEWOOD AFFORDABLE HOUSING
ACQUISITION)
[SERIES 2017A/B 2018B]

_____, 2018

Fairfax County Redevelopment and Housing Authority
 3700 Pender Dr.
 Fairfax, Virginia 22030

The undersigned, Morgan Stanley & Co, LLC (the “Representative”), on its own behalf and on behalf of [JP Morgan] and Raymond James (collectively, the “Underwriters” and each an “Underwriter”), hereby agrees to purchase the above-captioned bonds (the “Bonds”) from the Fairfax County Redevelopment and Housing Authority (the “Authority”) pursuant to the terms and conditions of this Bond Purchase Agreement (this “Agreement”).

The Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950 (the “Enabling Act”), and a resolution duly adopted by the Authority on _____, 2017 (the “Authority Resolution”). The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”) requested that the Authority issue the Bonds pursuant to a resolution adopted on _____, 2017 (the “County 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 this 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 the 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 Bonds for the sum of \$_____, representing the par amount of the Bonds (\$_____), plus net original issue premium of \$_____, less an underwriting discount of \$_____.

The 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 Bonds to any purchaser in connection with the initial public offering of the 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 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 Bonds in connection with the offering and sale of the Bonds other than the information set forth in the Preliminary Official Statement, 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 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 Bonds they will comply with the applicable rules of the MSRB.

(c) On the date hereof, the sum of \$_____ being payment in good faith on account of the purchase price of the Bonds (collectively, the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the County. The Good Faith Deposit represents approximately 1% of the aggregate principal amount of the Bonds provided in the Preliminary Official Statement. If 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. If the Underwriters fail (other than for a reason permitted herein) to accept and pay for the 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 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. *Establishment of Issue Price of Bonds*

(a) [The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel.

(b) The Representative confirms that the Underwriters have offered all of the Bonds to the public on or before the date hereof for purchase at the offering price or prices set forth in Schedule I attached hereto (the “initial offering price”).

(c) The Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to each maturity of the Bonds, which will allow the Authority to treat the initial offering price to the public of each maturity of the Bonds as of the date hereof as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell any Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the date hereof and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the date hereof; and
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Authority when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the date hereof.

Initial disclosure of maturities that have met the 10% test will be made after the signing of the Bond Purchase Agreement, at the earlier of (1) all tickets having been entered by the Representative, and (2) 5:00 p.m. on _____, 2018.

The Authority acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities,

(ii) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(iii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and

(iv) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).]

Section 3. Official Statement

The Authority hereby deems the Preliminary Official Statement, dated _____, 2018, relating to the 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, 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 the 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 4. 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 Authority Resolution and to perform its obligations under the Bonds, the Payment Agreement, dated as of _____ 1, 2018, by and between the Authority and the County (the “Payment Agreement”) and this Agreement (collectively, the “Authority 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 Authority Documents and has full power and authority to consummate all transactions contemplated by the Authority Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party.

(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 4(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings “**THE COUNTY,**” “[**THE SERIES 2018 BONDS – Book-Entry Only System**]” and “**TAX MATTERS**” and Appendices A, B, C and D) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the 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 4(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 4(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,**” [“**THE SERIES 2018 BONDS – Book-Entry Only System**”] and “**TAX MATTERS**” and Appendices A, B, C and D) 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 Authority 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 Authority Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Authority Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Authority 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 Authority 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 Authority Documents and other agreements contemplated by the Authority 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 Authority 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 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution or the Authority Documents or that would cause the interest on the Bonds to be includable in the

gross income of the recipients thereof for federal income tax purposes or for Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the “end of the underwriting period,” as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The “end of the underwriting period” is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the 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 Bonds, the Authority 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 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 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 Installment Purchase Contract.

Section 5. Delivery of Bonds

The 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 _____, 2018, or such other place, time or date as shall be mutually agreed on in writing by the Authority, the County and the Underwriters. Simultaneously, the Underwriters shall make the payments 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 Bonds shall be delivered in fully registered form, in the form of one Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong CUSIP number on any Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Bond).

Section 6. Conditions to Underwriters’ Obligations

The Underwriters’ obligation hereunder is subject to the following conditions:

(a) The Authority 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 adverse 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 set forth in Appendix C to the Official Statement, and (B) Christian & Barton, L.L.P., 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 was duly adopted by the Board of Supervisors and is in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent 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, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) to her 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 Bonds or the application of proceeds of the 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 Bonds or the County Documents.

(iii) An opinion of [Alan M. Weiss, Office of County Attorney], 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 Authority 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 the Authority Documents and (2) to consummate all of the actions contemplated by the

Authority Documents, (D) the Authority 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 Authority Documents, (F) the adoption by the Authority of the Authority Resolution and the execution and delivery by the Authority of the other Authority 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 Authority 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 Bonds or the application of proceeds of the 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 Authority of the transactions contemplated by the Authority Documents and the Official Statement or the validity or enforceability of the Authority 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 2018 BONDS," (excluding Book-Entry Only System),** **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS,"]** **"TAX MATTERS," "LEGAL MATTERS" and "CONTINUING DISCLOSURE UNDERTAKING,"** and **Appendices C and D,** insofar as such information summarizes provisions of the Authority 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 omits 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 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 Authority Resolution; 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 (excluding the information under the headings “**THE COUNTY,**” [**“THE SERIES 2018 BONDS – Book-Entry Only System”**] and “**TAX MATTERS**” and Appendices A, B, C and D), 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 Bonds have received a rating of “__” from Moody’s Investors Service, Inc. and “__” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, 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.

(viii) Original executed or certified copies of the Authority Documents and the County Documents.

(ix) Evidence satisfactory to the Underwriters that the Authority’s issuance of the 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 headings “**THE COUNTY,**” [**“THE SERIES 2018 BONDS – Book-Entry Only System”**] and “**TAX MATTERS**” and Appendices A, B, C and D), (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 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 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Authority 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 Authority 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 information under the headings **“THE AUTHORITY,”** [**“THE SERIES 2018 BONDS – Book-Entry Only System”**] and **“TAX MATTERS”** and Appendix C) (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 Bonds, or materially and adversely affecting the ability of the County to make payments under the Payment Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Bonds, 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; 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) An executed version of the Verification Report provided by

_____.

(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 Authority 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, the County 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 7. 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 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the 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 reasonable judgment of the Underwriters, materially adversely affects the market for the 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 the New York Stock 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 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 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 Bonds or any comparable securities of the Authority, or any obligations of the general character of the 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 Authority Resolution are 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 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Authority Documents, County Documents or other documents relating to the issuance, offering or sale of the 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 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 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 Authority Resolution, the Authority Documents and the County Documents or the existence or powers of the Authority or the County with respect to its obligations under the Authority Documents and the County Documents; or

(l) any downgrading, suspension or withdrawal of a rating of the 8B Bonds 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 Bonds.

Section 8. 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 Bonds or of termination or cancellation of this Agreement.

Section 9. 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, which may include the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky surveys), advertising expenses in connection with a public offering of the Bonds, fees of the CUSIP Bureau and any fees of the MSRB or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the 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 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 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 10. 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 Bonds.

Section 11. 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: Morgan Stanley & Co. LLC
1585 Broadway, 16th Floor
New York, NY 10036
Attention: _____

If to the Authority: Fairfax County Redevelopment and Housing
Authority
3700 Pender Dr.
Fairfax, Virginia 22030
Attention: Director

With a copy thereof sent to:
[Alan M. Weiss, Esq.
12000 Government Center Parkway
Fairfax, Virginia 22035-0064]

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 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 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 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or are 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 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]

_____,
as Representative of the Underwriters

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

**FAIRFAX COUNTY REDEVELOPMENT HOUSING
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 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 Redevelopment and Housing 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 urban 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 the County Resolution, the Bond Purchase Agreement, the Payment Agreement, the 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 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) To the County's knowledge, 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 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, or (iii) 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 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Authority Resolution and the County Resolution and which would cause the interest on the 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, 2017. 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 in Appendix B 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 the Bond Purchase 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 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 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 or refinanced with the proceeds of the Bonds. 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 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 municipal securities such as the Bonds as provided in the Continuing Disclosure Agreement. Except as described in the Official Statement under the caption “Continuing Disclosure Undertaking,” in the five years preceding the date of the 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 Bonds pursuant to the Bond Purchase 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 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or are currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in the Bond Purchase 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 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 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 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 __th day of __, 2018.

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

Exhibit C

§

**FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BONDS (AFFORDABLE HOUSING ACQUISITION)
[SERIES 2017A/B SERIES 2018B]**

**SAMPLE ISSUE PRICE CERTIFICATE
(Hold the Offering Price Rule)**

The undersigned, on behalf of {NAME OF UNDERWRITER} (“{SHORT NAME OF UNDERWRITER}”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of [NAME OF ISSUER] (the “Issuer”).

1. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the [Bond Purchase Agreement], dated _____, 201_, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms.***

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is {date of execution of the bond purchase contract}.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Final certificate may include standard representations regarding callable premium bonds and computations performed by the underwriter (e.g., yield and weighted average maturity) as may be required by the Issuer.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents {SHORT NAME OF UNDERWRITER}'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

{NAME OF UNDERWRITER}

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Schedule I

Initial Offering Prices Series [2017A/B 2018B Bonds]

Maturity (____ 1)	Principal Amount	Initial Offering Prices
20__	\$	
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		

DRAFT Critical Path Events
Fairfax County, Virginia
FCRHA Revenue Refunding Bonds (Crescent Project), Series 2018A (Taxable)
FCRHA Revenue Refunding Bonds (Wedgewood Project), Series 2018B

September 2017	October 2017	November 2017	December 2017	January 2018	February 2018
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 2 3 4	1 2	1 2 3 4 5 6	1 2 3
3 4 5 6 7 8 9	1 2 3 4 5 6 7	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10
10 11 12 13 14 15 16	8 9 10 11 12 13 14	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17
17 18 19 20 21 22 23	15 16 17 18 19 20 21	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	22 23 24 25 26 27 28	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31	25 26 27 28
	29 30 31		31		

Week of	Activity & Event	Responsible Party
October 30	Thursday, November 2 nd @ 1pm – Working Group Kickoff Call	All
	Finalize Bond Documents for Board Package	NRF
November 6	Monday, November 6th – Items Due to FCRHA Assistant, Items due for County Board Package	NRF, FX, FCRHA
	Wednesday, November 8th - Credit Assessment Meeting	FX, PFM
	Draft Ratings Presentation Distributed	PFM
November 13	Comments due on Ratings Presentation	All
November 20	Tuesday, November 21st – County Board Meeting	FX
	Revised Ratings Presentation Distributed	PFM
	November 23 rd and 24 th – Thanksgiving Holiday	-
November 27	Tuesday, November 28th - Joint County & School Board Meeting	FX
	Thursday, November 30th – Ratings Prep & Rehearsal Mtg	FX, PFM
	Finalize Rating Agency Presentation	PFM
	Draft documents sent to Rating Agencies	PFM
	Revised draft of POS distributed	NRF
December 4	Tuesday, December 5th – Board of Supervisors Meeting FY17 CAFR Published, Considers Bond Documents	FX
	Friday, December 8 th – FCHRA Finance Committee Meeting	-
December 11	Thursday, December 14th – FCRHA Board Considers Bond Documents	FX, FCRHA
	Thursday, December 14 th @ 12:30pm – Rating Agency Meeting with Moody's	PFM, FX
December 18	Comments due on draft POS	All
	Monday, December 18 th – Rating Agency Meetings with S&P @ 10:00am	PFM, FX
	Monday, December 18 th – Rating Agency Meeting with Fitch @ 1:30pm	PFM, FX
December 25	December 25th – Christmas Holiday	-
	NLT Wednesday, December 27 th – Ratings Received*	PFM, FX
January 1	Monday, January 1st – New Year's Holiday	-
	Revised Draft POS & BPA Distributed	NRF, UWC
	Internal review of POS	FX, PFM, NRF

*Ratings request will be combined for the GO & Wedgewood transactions. Also request to Fitch to receive affirmation of rating for the TIFIA Loan to meet USDOT requirements.

Legend:

FX = Fairfax County
FCRHA = Fairfax County Redevelopment & Housing Authority
PFM = Public Financial Management Inc., County's Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel
UW = Morgan Stanley, Senior Managing Underwriter
UWC = Christian and Barton, Underwriter's Counsel

11/6/2017

DRAFT Critical Path Events
Fairfax County, Virginia
FCRHA Revenue Refunding Bonds (Crescent Project), Series 2018A (Taxable)
FCRHA Revenue Refunding Bonds (Wedgewood Project), Series 2018B

September 2017	October 2017	November 2017	December 2017	January 2018	February 2018
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
3 4 5 6 7 8 9	1 2 3 4 5 6 7	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10
10 11 12 13 14 15 16	8 9 10 11 12 13 14	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17
17 18 19 20 21 22 23	15 16 17 18 19 20 21	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	22 23 24 25 26 27 28	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31	25 26 27 28
	29 30 31		31		

Week of	Activity & Event	Responsible Party
January 8	Tuesday, January 9th – County G.O. Bond Sale	FX, PFM
	Due Diligence Call	All
January 15	Monday, January 15th – Martin Luther King Jr. Holiday	-
	Final Comments due on POS & BPA	All
	County's G.O. Official Statement Posted	NRF
	NLT Wednesday, January 17th – POS Distributed (follows publication of G.O. OS)	NRF
January 22	Premarket Bonds	UW
	Wednesday, January 24 th – Closing of County G.O. Bond Sale	-
	Thursday, January 25th Negotiated Bond Pricing & Signing of BPA	PFM, FX, UW
	(At least 15 days after GO Pricing)	
January 29	Finalize OS & Closing Documents	NRF, UWC
February 5	Thursday, February 8th – Closing & Investment of Proceeds	All
February 12	County Exec Releases FY2019 Budget Proposal	-
	Tuesday, February 14 th – 10 Days' Notice for Crescent Note	-
February 26	Thursday, March 1st – Maturity Date for the Crescent Note	-

**Ratings request will be combined for the GO & Wedgewood transactions. Also request to Fitch to receive affirmation of rating for the TIFIA Loan to meet USDOT requirements.*

Legend:

FX = Fairfax County
 FCRHA = Fairfax County Redevelopment & Housing Authority
 PFM = Public Financial Management Inc., County's Financial Advisor
 NRF = Norton Rose Fulbright, Bond Counsel
 UW = Morgan Stanley, Senior Managing Underwriter
 UWC = Christian and Barton, Underwriter's Counsel

11/6/2017

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018**NEW ISSUE**

RATINGS: Moody's " "
 S&P " "
 Fitch " "
 (See "RATINGS")

Full Book-Entry

[In the opinion of Bond Counsel, under current law, assuming compliance with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, and subject to conditions described in "TAX MATTERS" herein, interest on the Series 2018B Bonds will not be included in the gross income of the owners thereof for federal income tax purposes, and interest on the Series 2018B Bonds will not be a specific preference item for purposes of the federal individual or corporate alternative minimum tax, and not included as an adjustment in calculating federal alternative minimum taxable income for purposes of determining a corporation's alternative minimum tax liability. Interest on the Series 2018A Bonds will be includable in gross income of the owners thereof for federal income tax purposes. The interest on the Series 2018 Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia (the "Virginia Code"). See "TAX MATTERS" herein for a description of certain provisions regarding the Code and the Virginia Code that may affect the tax treatment of interest on the Series 2018 Bonds for certain bondholders.]

\$ _____ *

**FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
 REVENUE BONDS (CRESCENT AFFORDABLE HOUSING ACQUISITION)
 [SERIES 2018A (FEDERALLY TAXABLE)]**

\$ _____ *

**FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
 REVENUE REFUNDING BONDS (WEDGEWOOD AFFORDABLE HOUSING ACQUISITION)
 [SERIES 2018B]**

Dated: Date of Delivery**Due: _____ 1, as shown herein**

Interest on the [Series 2018 Bonds] is payable on each April 1 and October 1, commencing October 1, 2018, at the rates set forth on the inside cover pages herein.

[The Series 2018 Bonds are subject to optional, extraordinary optional and mandatory sinking fund redemption prior to maturity as more fully described herein.]

The Series 2018 Bonds will be issued by the Fairfax County Redevelopment and Housing Authority (the "Authority") pursuant to the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended (the "Enabling Act"), and other applicable law and resolutions duly adopted by the Authority on _____, 2017 (the "Resolutions"). The Series 2018 Bonds will be issued as fully registered bonds registered in the name of Cede & Co., as nominee of DTC, The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2018 Bonds. Purchasers will not receive physical delivery of certificates representing their ownership interest in the Series 2018 Bonds purchased. So long as DTC or its nominee is the registered owner of the Series 2018 Bonds, payments of the principal of and interest due on the Series 2018 Bonds will be made directly to DTC. Purchasers may acquire beneficial interests in the Series 2018 Bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2018A Bonds are being issued by the Authority for the purpose of refinancing (i) an outstanding bank loan, the proceeds of which were used by Fairfax County, Virginia (the "County") to refinance bond anticipation notes previously issued to refinance a portion of the purchase price of a multi-family rental housing facility and (ii) paying certain costs of issuance of the Series 2018A Bonds. The Series 2018B Bonds are being issued by the Authority for the purpose of refunding (i) certain outstanding Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009, the proceeds of which were used by the County, to refinance bond anticipation notes previously issued to refinance a portion of the purchase price of a multi-family rental housing facility and (ii) paying certain costs of issuance of the Series 2018B Bonds.

The Series 2018 Bonds are payable from payments received from the County pursuant to Payment Agreements between the County and the Authority in which the County agrees, subject to the appropriation by its Board of Supervisors, for each fiscal year the Series 2018 Bonds are outstanding, of funds for such purpose, to make payments in amounts sufficient to pay the principal of and interest on the Series 2018 Bonds in each applicable fiscal year (the "Payment Agreements"). The obligation of the County to make payments under the Payment Agreements in an applicable fiscal year of the County is absolute and unconditional, but subject to and contingent upon the appropriation of funds by the Board of Supervisors of the County for such purpose.

THE SERIES 2018 BONDS AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR UNDER THE PAYMENT AGREEMENTS. NEITHER THE COMMISSIONERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE SERIES 2018 BONDS SHALL BE LIABLE PERSONALLY ON THE SERIES 2018 BONDS BY REASON OF THE ISSUANCE THEREOF. THE SERIES 2018 BONDS SHALL NOT BE A DEBT OF THE COUNTY, THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND NEITHER THE COUNTY NOR THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY) SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL THE SERIES 2018 BONDS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY PLEDGED THEREFOR PURSUANT TO THE RESOLUTIONS (DEFINED HEREIN) AND THE PAYMENT AGREEMENTS. THE SERIES 2018 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

The Series 2018 Bonds are being offered for delivery 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 the Authority by its counsel, [Alan M. Weiss, Esquire, Office of the County Attorney], the County by its counsel Elizabeth D. Teare, Esquire, Fairfax County Attorney, and for the Underwriters by Christian & Barton, L.L.P., Richmond, Virginia. The Series 2018 Bonds are expected to be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2018.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement for information essential to the making of an informed investment decision.

JPMORGAN**MORGAN STANLEY****RAYMOND JAMES**

Dated: _____, 2018

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2018 Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2018 Bonds, 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.

\$ _____ *

FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE BONDS (CRESCENT AFFORDABLE HOUSING ACQUISITION)
SERIES 2018A (FEDERALLY TAXABLE)

Base CUSIP[†] Number _____

Dated: Date of Delivery

Due: _____ 1, as shown below

MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

Maturity (_____ 1)	Principal <u>Amount</u>[*]	Interest <u>Rate</u>	Yield or <u>Price</u>	CUSIP[†] <u>Suffix</u>
20__	\$	%	%	
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				

* 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 being changed after the issuance of the Series 2018A Bonds.

\$ _____ *

FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BONDS (WEDGEWOOD AFFORDABLE HOUSING ACQUISITION)
SERIES 2018B

Base CUSIP[†] Number _____

Dated: Date of Delivery

Due: _____ 1, as shown below

MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

<u>Maturity</u> <u>(____ 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield or</u> <u>Price</u>	<u>CUSIP[†]</u> <u>Suffix</u>
20__	\$	%	%	
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				

\$ _____ * ____ % Term Bond due _____ 1, 20 __ *, priced to Yield ____ %, CUSIP[†] Suffix

 * 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 being changed after the issuance of the Series 2018B Bonds.

**FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY COMMISSIONERS**

Robert H. Schwaninger, *Chairman*

C. Melissa Jonas, *Vice-Chairman*

Matthew Bell

Christopher T. Craig

Kenneth Feng

Kevin Greenlief

Willard O. Jasper

Richard Kennedy

Albert J. McAloon

Rod Solomon

**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

Kirk Kincannon, *Acting County Executive*

Patricia D. Harrison, *Deputy County Executive*

David J. Molchany, *Deputy County Executive*

David M. Rohrer, *Deputy County Executive*

Robert A. Stalzer, *Deputy County Executive*

Joseph M. Mondoro, *Chief Financial Officer*

Christopher J. Pietsch, *Director, Department of Finance*

COUNTY ATTORNEY

Elizabeth D. Teare, Esquire, *County Attorney*

FINANCIAL ADVISOR

Public Financial Management, Inc.
Arlington, Virginia

BOND COUNSEL

Norton Rose Fulbright US LLP
Washington, D.C.

PAYING AGENT

Christopher J. Pietsch
Director, Fairfax County Department of Finance

IN CONNECTION WITH THIS OFFERING, MORGAN STANLEY & CO LLC, AS REPRESENTATIVE OF THE UNDERWRITERS (DEFINED HEREIN), MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2018 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Series 2018 Bonds described herein, nor shall there be any offer or solicitation of such offer or sale of the Series 2018 Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the Series 2018 Bonds implies that the information herein is correct as of any date subsequent to the date thereof.

The electronic distribution of this Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2018 Bonds described herein to the residents of any particular jurisdiction and is not specifically directed to the residents of any particular jurisdiction. The Series 2018 Bonds will not be offered or sold in any state unless and until they are either registered pursuant to the laws of such jurisdiction, or qualified pursuant to an appropriate exemption from registration in such jurisdiction.

THE SERIES 2018 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED AND SECTION 304(a)(4) OF THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE SERIES 2018 BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE SERIES 2018 BONDS SHALL 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.

The information set forth herein has been obtained from sources which are believed to be reliable and is in a form deemed final by the Authority and the County for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

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 respective responsibilities 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 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."

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.

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OFFICIAL STATEMENT

\$ _____ *

**FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE BONDS (CRESCENT AFFORDABLE HOUSING ACQUISITION)
SERIES 2018A (FEDERALLY TAXABLE)****AND**

\$ _____ *

**FAIRFAX COUNTY (VIRGINIA) REDEVELOPMENT AND HOUSING AUTHORITY
REVENUE REFUNDING BONDS (WEDGEWOOD AFFORDABLE HOUSING ACQUISITION)
SERIES 2018B****INTRODUCTION**

The purpose of this Official Statement, including the cover page and the Appendices hereto, is to set forth certain information regarding the \$ _____ * Fairfax County Redevelopment and Housing Authority Revenue Bonds (Crescent Affordable Housing Acquisition) [Series 2018A] (Federally Taxable) (the “Series 2018A Bonds”) and the \$ _____ * Fairfax County Redevelopment and Housing Authority Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) [Series 2018B] [(the “Series 2018B Bonds”)] and together with the Series 2018A Bonds, the “Series 2018 Bonds”) each to be issued by the Fairfax County Redevelopment and Housing Authority (the “Authority”). The Series 2018 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including the Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended (the “Enabling Act”), and the provisions of resolutions duly adopted by the Authority on _____, 2017 (the “Resolutions”). The Board of Supervisors (the “Board of Supervisors”) of Fairfax County, Virginia (the “County”) adopted resolutions on _____, 2017 by which it approved the issuance of the Series 2018 Bonds by the Authority.

The Series 2018A Bonds are being issued to provide fund sufficient to refinance the outstanding portion of an Authority promissory note issued to Bank of America, N.A. (the “Bank”) in 2015 as evidence of a loan received by the Authority from the Bank pursuant to the terms of a loan agreement by and among the Bank, the Authority and the County (the “2015 Crescent Loan”) and to pay certain costs of issuance of the Series 2018A Bonds. The 2015 Crescent Loan refinanced the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (Taxable) (the “2013 Crescent Notes”) which were issued to refinance the outstanding Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes (Affordable Housing Acquisition) Series 2011A (the “2011 Crescent Notes”). The proceeds of the 2011 Crescent Notes were applied in May 2011 to refinance other outstanding notes issued in February 2008 (the “2008 Crescent Notes”) to pay the principal amount of a bond anticipation note issued in February 2007 (the “2007 Crescent Note”), which was issued to pay the principal amount of a bond anticipation note issued in February 2006 (the “Original Crescent Note”). The Original Crescent Note was issued to provide a portion of the purchase price of, and to enable the County to acquire title to the [180 unit] Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the “Crescent Property” and together with

* Preliminary, subject to change

the Wedgewood Property (as defined below), the “Properties”)). See “THE PROPERTIES” and “ESTIMATED SOURCES AND USES OF FUNDS.”

The Series 2018B Bonds are being issued to provide funds sufficient to refund certain outstanding maturities of the Fairfax County Redevelopment and Housing Authority Revenue Bonds (Affordable Housing Acquisition) Series 2009 (the “Series 2009 Bonds”) and to pay certain costs of issuance of the Series 2018B Bonds. The 2009 Bonds were issued to pay the outstanding principal amount of the \$104,105,000 Fairfax County Redevelopment and Housing Authority Bond Anticipation Notes Series 2008B due on October 1, 2009 (the “Series 2008B Wedgewood Notes”). The proceeds of the Series 2008B Wedgewood Notes were applied to pay the principal amount of bond anticipation notes issued in November 2007 (the “Original Wedgewood Notes”) to pay a portion of the purchase price of, and to enable the County to acquire title to the 424-unit Wedgewood West Apartments multi-family rental housing complex, including the approximately 21.9-acre site thereof, the 123-unit Wedgewood East Apartments multi-family rental housing complex, including the approximately 6.9-acre site thereof, and the 125-unit Wedgewood Manor Apartments multi-family rental housing complex, including the approximately 6.0-acre site thereof all located in Annandale, Virginia (collectively the “Wedgewood Property”). See “THE PROPERTIES” and “ESTIMATED SOURCES AND USES OF FUNDS.” The Authority operates and maintains the Properties under separate lease arrangements for each such Property.

The Authority and the County have entered into Payment Agreements (the “Payment Agreements”) for both the Series 2018A Bonds and the Series 2018B Bonds pursuant to which the County has agreed, subject to the appropriation by its Board of Supervisors for such purpose, to make payments to or for the account of Authority, in order for the Authority to pay timely the principal of and the interest on the Series 2018 Bonds (the “County Payments”).

Under Assignment Agreements (the “Assignment Agreements”), the Authority has assigned all of its rights, interests and privileges (including the right to receive the County Payments) under the Payment Agreements to the Director of the Department of Finance of Fairfax County, as bond registrar and paying agent, for the benefit of the owners of the Series 2018 Bonds. The obligation of the County to make County Payments and any other payments required under the Payment Agreements in any fiscal year is a valid and binding obligation of the County, but is subject to and contingent upon the annual appropriation of funds for such purpose by the Board of Supervisors. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS - The Payment Agreements.” There are no mortgage or liens on the Properties to secure the Series 2018 Bonds, nor are the leases between the County and Authority assigned or pledged as security for the Series 2018 Bonds.

THE SERIES 2018 BONDS AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR UNDER THE PAYMENT AGREEMENTS. NEITHER THE COMMISSIONERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE SERIES 2018 BONDS SHALL BE LIABLE PERSONALLY ON THE SERIES 2018 BONDS BY REASON OF THE ISSUANCE THEREOF. THE SERIES 2018 BONDS SHALL NOT BE A DEBT OF THE COUNTY, THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND NEITHER THE COUNTY NOR THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY) SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL THE SERIES 2018 BONDS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY PLEDGED THEREFOR PURSUANT TO THE RESOLUTIONS AND THE PAYMENT AGREEMENTS. THE SERIES 2018 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY

CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

Brief descriptions of the Authority, the County, the Properties, the Series 2018 Bonds, the security for the Series 2018 Bonds, the Payment Agreements, and related documents are included in this Official Statement. The descriptions of the documents included in this Official Statement do not purport to be comprehensive or definitive and are qualified in their entirety by reference to such documents.

THE AUTHORITY

The Authority is a political subdivision of the Commonwealth of Virginia created pursuant to the Housing Authorities Law, Chapter 1, Title 36, of the Code of Virginia of 1950, as amended (the “Enabling Act”). The Authority is a “public housing agency” as such term is defined in Section 3(6) of the U.S. Housing Act.

The Authority was created pursuant to the Enabling Act by resolution of the Board of Supervisors, and approved in a referendum of voters in Fairfax County on November 2, 1965. On February 23, 1966, the Board of Supervisors declared the Authority activated and it has been in operation since that date without interruption. The Authority is empowered, among other things, to acquire, construct, improve, maintain, equip, own, lease and dispose of various types of facilities, including facilities for use by the County, and to finance the same by the issuance of its revenue bonds or notes. The Series 2018 Bonds will be limited obligations of the Authority as described in the section “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS.” The Authority has no taxing power.

The Authority’s powers are vested in eleven Commissioners. The officers of the Authority are a Chairman and a Vice-Chairman, chosen from the Commissioners, and a Secretary who is also the Executive Director. The County Executive of the County serves as Secretary and Executive Director for the Authority. In addition, the Authority appoints such other officers, agents and employees as it may require.

The Authority’s offices are located at 3700 Pender Drive, Suite 300, Fairfax, Virginia 22030-7444, and its telephone number is (703) 246-5105.

The Authority has acted as an issuer of bonds and notes other than the Series 2018 Bonds. No such other bonds or notes are secured by the Payment Agreements or any other assets pledged to secure the Series 2018 Bonds under the Resolutions or the Payment Agreements, nor are the Series 2018 Bonds secured by any assets pledged to the payment of such other bonds or notes. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS.”

THE COUNTY

General

The County is located in the northeastern corner of Virginia and encompasses an 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, elected for four-year terms 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.

Affordable Housing

[The Board of Supervisors has made affordable housing in the County a priority. As part of the effort to provide affordable housing in the County, the Board of Supervisors in fiscal year 2006 approved the establishment of a new fund to aid in financing affordable housing. The Penny for Affordable Housing Fund (the “Affordable Housing Fund”) from FY 2006 through FY 2009, produced \$85.3 million for the preservation and production of affordable housing in the County at a rate of \$.01 per \$1,000 of assessed value of real property in the County. As part of the adopted budget for FY 2010 the Board maintained its commitment to appropriate funds, but at a lower rate of one-half of one cent per \$1,000 of assessed value of real property in the County, which was equal to approximately \$10.2 million for FY 2010. The Board continued this commitment in the FY 2011 through FY 2017 Adopted Budgets, providing a total of \$_____ million dedicated to the Affordable Housing Fund. The commitment established in the FY 2018 budget was set in the amount of _____ million. Discussion of use of this money relating to Series 2018 Bonds?]]

THE PROPERTIES

Crescent Property

On February 6, 2006, the County entered into an Agreement of Purchase and Sale for the Crescent Property. The Crescent Property is adjacent to the Lake Anne Revitalization District in Reston. A portion of the purchase price under the Purchase Contract for the Property was financed by the Original Crescent Note issued in February 2006. Simultaneously with the issuance of the Original Crescent Note, the 2007 Crescent Note, the 2008 Crescent Notes, the 2011 Crescent Notes, the 2013 Crescent Notes and the 2015 Crescent Loan, the Authority and the County entered into lease agreements pursuant to which the Authority agreed to lease the Crescent Property from the County and operate and maintain the Crescent Property as a “residential building” within the meaning of the Enabling Act. Simultaneously with the issuance of the Series 2018A Bonds, the Authority and the County will enter into a similar lease agreement.

[The Enabling Act requires 20% of the units in a residential building operated by the Authority to be occupied by persons of low income and the remainder of the units to be occupied by persons of moderate income, each as determined by the Authority in accordance with the Enabling Act. Since the Crescent Property was purchased, the Authority has revised its tenant income guidelines and has reviewed the income of the tenants residing on the Crescent Property. Based on such actions and on steps taken to relocate certain tenants, the Crescent Property now meets the requirements for the operation of property under the Enabling Act. [The County is looking for a partner to replace the existing affordable housing units at the site to result in additional affordable and workforce housing units and assist in generating Lake Anne revitalization efforts through property consolidation and large scale redevelopment. Under the Comprehensive Plan for the Crescent Property site, up to 935 units are allowed. Any future development will involve a final contract award and approval of buildings and site plans. -- update]

Wedgewood Property

On October 4, 2007, the County entered into Agreements of Purchase and Sale for a multi-family rental housing property comprised of the 424-unit Wedgewood West Apartments including its approximately 21.9-acre site, the 123-unit Wedgewood East Apartments, including its approximately 6.9-acre site, and the 125-unit Wedgewood Manor Apartments, including its approximately 6.0-acre site, all located in Annandale, Virginia. Simultaneously with the issuance of the Original Wedgewood Notes, Series 2008B Wedgewood Notes and Series 2009 Bonds, the Authority and the County entered into lease agreements pursuant to which the Authority agreed to lease the Wedgewood Property from the County and operate and maintain the Wedgewood Property as “residential buildings” within the meaning of the Enabling Act. Simultaneously with the issuance of the Series 2018B Bonds, the Authority and the County will enter into a similar amended and lease agreement.

The Enabling Act requires 20% of the units in a residential building operated by the Authority to be occupied by persons of low income and the remainder of the units to be occupied by persons of moderate income, each as determined by the Authority in accordance with the Enabling Act. Pursuant to a resolution passed by the Authority on November 1, 2007 (the “Tenants Income Resolution”), the Authority has reviewed the income of the tenants residing on the Wedgewood Property to ensure compliance with the Authority’s tenant income guidelines. Based on such review, the Authority has taken actions, including aiding the relocation of certain tenants, required under the Tenants Income Resolution in order to ensure that the requirements for the operation of Wedgewood Property under the Enabling Act are being met.

Based on real estate and financial market conditions and consultation with the County and its Financial Advisor the Authority may in the future sell all or a portion of the Wedgewood Property and redeem all or a portion of the Series 2018B Bonds relating to the Wedgewood Property or portion thereof sold. See “THE SERIES 2018 BONDS - Redemption - Extraordinary Mandatory Redemption.”

REFUNDING PLAN – SERIES 2018B BONDS

The Authority will use a portion of the proceeds of the Series 2018B Bonds to provide funds to refund all or a portion of the Authority’s outstanding Series 2009 Bonds that mature on October 1, 20__* through October 1, 20__*, inclusive, and October 1, 20__* and that are subject to redemption prior to maturity at the option of the Authority (the “Refunding Candidates”). The purpose of the refunding is to achieve present value debt service savings. The Authority and the County’s decision whether to refund

* Preliminary, subject to change.

any given maturity of the Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Series 2018B Bonds. The Authority and the County may refund only certain maturities of the Refunding Candidates if such refunding permits the County to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the Series 2018B Bonds are referred to as the “Refunded Bonds.” The Authority will deposit with [_____, _____, _____, as escrow agent], pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America, the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal, applicable redemption premium, and interest on the Refunded Bonds to their redemption date. The Refunded Bonds will be called for redemption on October 1, 2019, at the redemption price of 100% of their principal amount. The sufficiency of the cash and securities deposited with the escrow agent to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA LLC. See “VERIFICATION OF CERTAIN FINANCIAL COMPUTATIONS” herein. Set forth below are the Refunding Candidates and their original CUSIP numbers.

Refunding Candidates*

<u>Refunded Bonds</u>	<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number†</u>
2009 Bonds	October 1, 20__	\$	October 1, 2019	100%	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	
	October 1, 20__		October 1, 2019	100	

† 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 being changed after the issuance of the Series 2018B Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2018 Bonds and other available funds are expected to be applied as follows:

Series 2018A Bonds

Sources

* Preliminary, subject to change

Principal amount of the Series 2018A Bonds.....	\$	
Net Original Issue Premium.....		
[County Equity Contribution].....		_____
Total	\$	

Uses

Payment to Bank to discharge and terminate 2015 Crescent Loan.....	\$	
Costs of Issuance of the Series 2018A Bonds.....		
Underwriters' discount.....		_____
Total	\$	

Series 2018B Bonds**Sources**

Principal amount of the Series 2018B Bonds.....	\$	
Net Original Issue Premium.....		
[County Equity Contribution].....		_____
Total	\$	

Uses

Deposit in Escrow Account for Refunded Bonds.....	\$	
Costs of Issuance of the Series 2018B Bonds.....		
Underwriters' discount.....		_____
Total	\$	

THE SERIES 2018 BONDS**General**

The Series 2018 Bonds will be dated the date of their delivery, will bear interest and will mature as set forth on the inside cover pages hereof. Interest on the Series 2018 Bonds will be calculated on a 30/360 day basis. The Series 2018 Bonds will be issued as fully registered bonds and purchasers may acquire beneficial interests in the Series 2018 Bonds in denominations of \$5,000 or any integral multiple thereof. The Series 2018A Bonds will be dated the date of their delivery, will bear interest from their dated date, payable on each April 1 and October 1, commencing October 1, 2018, at rates, and will mature in amounts on October 1 in each of the years 2018 through 2022, as set forth on the inside cover pages of this Official Statement. The Series 2018B Bonds will be dated the date of their delivery, will bear interest from their dated date, payable on each April 1 and October 1, commencing October 1, 2018, at rates, and will mature in amounts on October 1 in each of the years 2020 through 2039, as set forth on the inside cover pages of this Official Statement. The Series 2018 Bonds will be issued in a book-entry only system of registration. So long as The Depository Trust Company, New York, New York ("DTC"), or its nominee is the registered owner of the Series 2018 Bonds, payments of the principal and interest on the Series 2018 Bonds will be payable directly to DTC. See "- Book-Entry Only System" below.

Redemption*Optional Redemption*

[The Series 2018A Bonds are not subject to optional redemption prior to maturity.]

The Series 2018B Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption before their maturity. The Series 2018B Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Extraordinary Mandatory Redemption

[The Series 2018A Bonds are subject to extraordinary mandatory redemption (“Extraordinary Mandatory Redemption”) in whole or in part (in integral multiples of \$5,000), on any date after _____, 20__, at a redemption price equal to the principal amount redeemed thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed, within six months from the date of the sale by the County of all or any portion of the Crescent Property. Upon the sale of a portion of the Crescent Property, the Series 2018A Bonds to be redeemed shall be the pro rata portion of the Series 2018A Bonds (such portion to be rounded up to the next \$5,000 increment) allocable to that portion of the Crescent Property.]

The County and Authority at this time do not know the likelihood that all or any of the portion of the Crescent Property will be sold. Any such sale depends on real estate and financial market conditions and consultation and agreement with the County on such sale.]

[The Series 2018B Bonds are subject to extraordinary mandatory redemption (“Extraordinary Mandatory Redemption”) in whole or in part (in integral multiples of \$5,000), on any date after _____, 20__, at a redemption price equal to the principal amount redeemed thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed, within six months from the date of the sale by the County of all or any portion of the Wedgewood Property. Upon the sale of a portion of the Wedgewood Property, the Series 2018B Bonds to be redeemed shall be the pro rata portion of the Series 2018B Bonds (such portion to be rounded up to the next \$5,000 increment) allocable to that portion of the Wedgewood Property.]

The County and Authority at this time does not know the likelihood that all or any of the portion of the Wedgewood Property will be sold. Any such sale depends on real estate and financial market conditions and consultation and agreement with the County on such sale.

[Mandatory Sinking Fund Redemption]

The Series 2018B Bonds maturing _____ 1, 20__, are subject to mandatory sinking fund 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:

<u>Series 2018B Bonds Maturing _____ 1, 20__</u>	
<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	(final maturity)

The Series 2018B Bonds maturing ____, 20__, are also subject to mandatory sinking fund 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:

<u>Series 2018B Bonds Maturing</u> <u>1, 20</u>	
<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	(final maturity)

The Payment Agreement for the Series 2018B Bonds requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2018B Bonds set forth above.]

Selection of Series 2018 Bonds for Redemption

[Series 2018 Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If less than all the Series 2018A Bonds or Series 2018B Bonds are called for Extraordinary Mandatory Redemption the Series 2018A Bonds or Series 2018B Bonds or portions thereof will be redeemed in a pro-rata manner for each maturity of Series 2018A Bonds or Series 2018B Bonds, each \$5,000 increment being counted as one Series 2018A Bond or Series 2018B Bonds for such purpose. If less than all of the Series 2018B Bonds are called for optional redemption, the Series 2018B Bonds or portions thereof to be redeemed will be selected by the paying agent and bond registrar in such manner as the paying agent and bond registrar in its sole discretion may determine, each \$5,000 increment being counted as one Series 2018B Bonds for such purpose. If a portion of a Series 2018 Bond is called for redemption, a new Series 2018 Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.]

Notice of Redemption

The paying agent and bond registrar will send notice of any call for redemption by first class mail, postage prepaid, not less than 30 nor more than 90 days prior to the redemption date to all holders of the Series 2018 Bonds to be redeemed, whether as a whole or in part. Failure to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2018 Bond with respect to which no such failure or defect has occurred. Such notice is to identify the Series 2018 Bond or portions thereof to be redeemed, the date fixed for redemption, the redemption price to be paid, and, if appropriate, the maturities and identifying numbers and letters, if any, of such Series 2018 Bond to be redeemed and, in the case of a Series 2018 Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Any notice of optional redemption of the Series 2018B Bond 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 with the bond registrar and paying agent, the corresponding notice of redemption will be deemed to be revoked.

If, on or before the date fixed for redemption, the Authority has deposited with the paying agent and bond registrar funds sufficient to pay the principal of and interest accrued thereon to the redemption

date on the Series 2018 Bonds called for redemption, such Series 2018 Bonds or portions thereof so called for redemption will cease to bear interest from and after the redemption date, will no longer be entitled to benefits provided by the Payment Agreements and shall not be deemed to be outstanding. So long as the Series 2018 Bonds are in book-entry only form, any notice of redemption will be given to the securities depository or its nominee as the sole registered owner of the Series 2018 Bonds. See “-Book-Entry Only System” below with respect to provision of such notice to the beneficial owners of the Series 2018 Bonds.

Defeasance of Series 2018A Bonds

Persons considering the purchase of a Series 2018A Bond should be aware that a defeasance of a Series 2018A Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2018A Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See “INVESTMENT CONSIDERATIONS” and “TAX MATTERS - Series 2018A Bonds - Defeasance” herein.

Book-Entry Only System

[The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2018 Bonds, payments of principal of and interest on the Series 2018 Bonds to DTC, its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Series 2018 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 2018 Bonds. The Series 2018 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 2018 Bond certificate will be issued for each maturity of Series 2018 Bonds, as set forth on the inside cover pages 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 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018 Bonds on DTC's records. The ownership interest of the actual purchasers of the Series 2018 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 2018 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 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2018 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 2018 Bonds with DTC

and registration in the name of Cede & Co. or such other nominee does not effect any change in beneficial ownership. DTC has no knowledge of the identities of the actual Beneficial Owners of the Series 2018 Bonds; DTC's records reflect only the identities the Direct Participants to whose accounts the Series 2018 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 2018 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2018 Bonds, such as redemptions, tenders, defaults and proposed amendments to the security documents. For example, Beneficial Owners of the Series 2018 Bonds may wish to ascertain that the nominee holding the Series 2018 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 shall be sent to DTC. If less than all of the Series 2018 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 such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI 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 2018 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 2018 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 bond registrar and paying agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by 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 Participant and not of DTC (or its nominee), the Authority or the bond registrar 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 bond registrar 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 2018 Bonds at any time by giving reasonable notice to the Authority and the bond registrar and paying agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018 Bond certificates will be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2018 Bond certificates will be printed and delivered.

Neither the Authority nor the bond registrar 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 and interest on the Series 2018 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 2018 Bonds, as nominee of DTC, references in this Official Statement to the holders of the Series 2018 Bonds mean Cede & Co. and not the Beneficial Owners, and Cede & Co. will be treated as the only holder of Series 2018 Bonds.

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 2018 Bonds without the consent of Beneficial Owners or holders.

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 2018 Bonds without the consent of Beneficial Owners.]

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS

The Payment Agreements

The County is obligated in accordance with the terms of the Payment Agreements to make County Payments that are sufficient to pay the principal of (including any sinking fund requirements) and interest due on the Series 2018 Bonds. Under the Payment Agreements, the obligation of the County to make the County Payments and any other required payments in the applicable fiscal year of the County is valid and binding, but subject to and contingent upon the annual appropriation by the Board of Supervisors of the County of funds for such purpose for such fiscal year. The County shall not be liable or obligated under the Payment Agreements to pay all or any portion of the County Payments on account of a failure of the Board of Supervisors of the County to appropriate such sums (an "Event of Nonappropriation"). See "INVESTMENT CONSIDERATIONS."

Budget and Appropriation

The County has covenanted in the Payment Agreements that the County Executive shall include in an appropriate line item in the annual budget of revenues and disbursements presented to the Board of Supervisors for each fiscal year that the Series 2018 Bonds are outstanding, an amount not less than an amount sufficient to pay interest and principal (including any sinking fund requirements) on the Series 2018 Bonds during such applicable fiscal year pursuant to the Payment Agreements.

Limited Obligations

The Series 2018 Bonds and the interest thereon are limited obligations of the Authority, payable solely from revenues, receipts and security as provided in the Payment Agreements. Neither the Commissioners of the Authority nor any person executing the Series 2018 Bonds shall be liable personally on the Series 2018 Bonds by reason of the issuance thereof. The Series 2018 Bonds shall not be a debt of the County, the Commonwealth or any political subdivision thereof (other than the Authority), and neither the County nor the Commonwealth or any political subdivision thereof (other than the Authority) shall be liable thereon, nor in any event shall the Series 2018 Bonds be payable out of any funds or properties other than those of the Authority pledged therefor pursuant to the Resolutions and Payment Agreements. The Series 2018 Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Authority has no taxing power.

No Reserve Fund

No debt service reserve funds or other similar reserve funds have been established with respect to the Series 2018 Bonds.

[No Mortgage or Property Security]

Neither the Properties nor the lease arrangements between the County and the Authority serve as security or collateral for the Series 2018 Bonds.]

INVESTMENT CONSIDERATIONS

The following is a summary of particular risk factors attendant to investment in the Series 2018 Bonds. In order to identify certain additional risk factors and make an informed investment decision, investors should review thoroughly all the information contained in this Official Statement.

Non-Appropriation on the Payment Agreements

The obligation of the County to make County Payments is subject to appropriation of funds for that purpose. The likelihood that the Board of Supervisors will continue to appropriate funds for County Payments during an applicable fiscal year may depend on a number of factors, including, but not limited to, (a) the continuing need of the County for the Properties, (b) political, economic and other factors affecting County government, (c) general fund revenues and expenditures, (d) economic conditions in the County, (e) the usefulness or value of the Properties and (f) the availability of alternative facilities.

Defeasance of Series 2018A Bonds

Persons considering the purchase of a Series 2018A Bond should be aware that a defeasance of a Series 2018A Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2018A Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See “THE SERIES 2018 BONDS - Redemption” and “TAX MATTERS - Series 2018A Bonds - Defeasance” herein.

TAX MATTERS

Series 2018A Bonds

[In General]

Interest on the Series 2018A Bonds will be includable in the gross income of the owners thereof for purposes of federal income taxation. See “-Certain U.S. Federal Income Tax Considerations” below.

[Under existing law, the interest on the Series 2018A Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia (the “Virginia Code”) to the extent that such interest is excludable from gross income for federal income tax purposes.]

The Code and the Virginia 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 2018A Bonds or the inclusion in certain computations of interest on the Series 2018A Bonds that is excluded from gross income for purposes of federal income taxation.

Certain U.S. Federal Income Tax Considerations

The following summary of certain United States federal income tax consequences of the purchase, ownership and disposition of the Series 2018A Bonds is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (including changes in effective dates), which change may be retroactive, or possible differing interpretations. No assurance can be given that future changes in the law will not alter the consequences described herein. It deals only with the Series 2018A Bonds held as capital assets and does not purport to deal with persons in special tax situations, including but not limited to financial institutions, insurance companies, regulated investment companies, dealers in securities or currencies, persons holding the Series 2018A Bonds as a hedge against currency risks or as a position in a “straddle” for tax purposes, or persons whose functional currency is not the U.S. dollar. It also does not deal with holders other than investors who purchase Series 2018A Bonds in the initial offering at the first price at which a substantial amount of such substantially identical bonds are sold to the general public (except where otherwise specifically noted). Persons considering the purchase of the Series 2018A Bonds should consult their own tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Series 2018A Bonds arising under the laws of any other taxing jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Series 2018A Bond that is for U.S. federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (b) the trust was in existence on August 20, 1996, and properly elected to continue to be treated as a United States person. Moreover, as used herein, the term “U.S. Holder” includes any holder of a Series 2018A Bond whose income or gain in respect of its investment in a Series 2018A Bond is effectively connected with the U.S. trade or business. As used herein, the term “Non-U.S. Holder” means a beneficial Owner of a Series 2018A Bond (other than an entity that is classified as a partnership) that is not a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is the beneficial owner of any Series 2018A Bond, the treatment of a partner in that partnership will generally depend upon the status of such partner and the activities of such partnership. A partnership and any partner in a partnership holding Series 2018A Bonds should consult its own tax advisor.

Payments of Interest.

Payments of interest on a Series 2018A Bond generally will be taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder's regular method of tax accounting), provided such interest is "qualified stated interest," as defined below.

Original Issue Discount

The following summary is a general discussion of the U.S. federal income tax consequences to U.S. Holders of the purchase, ownership and disposition of Series 2018A Bonds issued with original issue discount ("OID Bonds"), if any. The following summary is based upon final Treasury regulations (the "OID Regulations") released by the Internal Revenue Service ("IRS") under the original issue discount provisions of the Code.

For U.S. federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a bond over its issue price, if such excess equals or exceeds a *de minimis* amount (generally $\frac{1}{4}$ of 1% of the bond's stated redemption price at maturity multiplied by the number of complete years to its maturity from its issue date or, in the case of a bond providing for the payment of any amount other than qualified stated interest (as defined below) prior to maturity, multiplied by the weighted average maturity of such bond). The issue price of each maturity of substantially identical Series 2018A Bonds equals the first price at which a substantial amount of such maturity of Series 2018A Bonds has been sold (ignoring sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers), which may not be the same as the price shown on the cover of this official statement. The stated redemption price at maturity of a Series 2018A Bond is the sum of all payments provided by the Series 2018A Bond other than "qualified stated interest" payments. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. Payments of qualified stated interest on a Series 2018A Bond are generally taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder's regular method of tax accounting).

A U.S. Holder of an OID Bond must include original issue discount in income as ordinary interest income for U.S. federal income tax purposes as it accrues under a constant yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. Holder's regular method of tax accounting. In general, the amount of original issue discount included in income by the initial U.S. Holder of an OID Bond is the sum of the daily portions of original issue discount with respect to such OID Bond for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such OID Bond. The "daily portion" of original issue discount on any OID Bond is determined by allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that accrual period. An "accrual period" may be of any length and the accrual periods may vary in length over the term of the OID Bond, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of original issue discount allocable to each accrual period is

generally equal to the difference between (i) the product of the OID Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of an OID Bond at the beginning of any accrual period is the sum of the issue price of the OID Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the OID Bond that were not qualified stated interest payments. Under these rules, U.S. Holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder who purchases an OID Bond for an amount that is greater than its adjusted issue price as of the purchase date and less than or equal to the sum of all amounts payable on the OID Bond after the purchase date, other than payments of qualified stated interest, will be considered to have purchased the OID Bond at an "acquisition premium." Under the acquisition premium rules, the amount of original issue discount which such U.S. Holder must include in its gross income with respect to such OID Bond for any taxable year (or portion thereof in which the U.S. Holder holds the OID Bond) will be reduced (but not below zero) by the portion of the acquisition premium properly allocable to the period.

U.S. Holders may generally, upon election, include in income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) that accrues on a debt instrument by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions. This election will generally apply only to the debt instrument with respect to which it is made and may be revoked only with the consent of the IRS.

Market Discount

If a U.S. Holder purchases a Series 2018A Bond, other than an OID Bond, for an amount that is less than its issue price (or, in the case of a subsequent purchaser, its stated redemption price at maturity) or, in the case of an OID Bond, for an amount that is less than its adjusted issue price as of the purchase date, such U.S. Holder will be treated as having purchased such Series 2018A Bond at a "market discount," unless the amount of such market discount is less than a specified de minimis amount.

Under the market discount rules, a U.S. Holder will be required to treat any partial principal payment (or, in the case of an OID Bond, any payment that does not constitute qualified stated interest) on, or any gain realized on the sale, exchange, retirement or other disposition of, a Series 2018A Bond as ordinary income to the extent of the lesser of (i) the amount of such payment or realized gain or (ii) the market discount which has not previously been included in gross income and is treated as having accrued on such Series 2018A Bonds at the time of such payment or disposition. Market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Series 2018A Bonds, unless the U.S. Holder elects to accrue market discount on the basis of semiannual compounding.

A U.S. Holder may be required to defer the deduction of all or a portion of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a Series 2018A Bond with market discount until the maturity of such Series 2018A Bond or certain earlier dispositions, because a current deduction is only allowed to the extent the interest expense exceeds an allocable portion of market discount. A U.S. Holder may elect to include market discount in income currently as it accrues (on either a ratable or semiannual compounding basis), in which case the rules described above regarding the

treatment as ordinary income or gain upon the disposition of the Series 2018A Bond and upon the receipt of certain cash payments and regarding the deferral of interest deductions will not apply. Generally, such currently included market discount is treated as ordinary interest for U.S. federal income tax purposes. Such an election will apply to all debt instruments acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

Premium

If a U.S. Holder purchases a Series 2018A Bond for an amount that is greater than the sum of all amounts payable on the Series 2018A Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the Series 2018A Bond with “amortizable bond premium” equal in amount to such excess. A U.S. Holder may elect to amortize such premium using a constant yield method over the remaining term of the Series 2018A Bond and may offset interest otherwise required to be included in respect of the Series 2018A Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Series 2018A Bond held by a U.S. Holder that does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange, redemption or retirement of a Series 2018A Bond. However, if the Series 2018A Bond may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity, special rules would apply which could result in a deferral of the amortization of some bond premium until later in the term of the Series 2018A Bond (as discussed in more detail below). Any election to amortize bond premium applies to all taxable debt instruments held by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

The following rules apply to any Series 2018A Bond that may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity. The amount of amortizable bond premium attributable to such Series 2018A Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder’s tax basis in the Series 2018A Bond and (B) the sum of all amounts payable on such Series 2018A Bond after the purchase date, other than payments of qualified stated interest and (2) the difference between (X) such U.S. Holder’s tax basis in such Series 2018A Bond and (Y) the sum of all amounts payable on such Series 2018A Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a Series 2018A Bond may be redeemed on more than one date prior to maturity, the early call date and amount payable on the early call date that produces the lowest amount of amortizable bond premium, is the early call date and amount payable that is initially used for purposes of calculating the amount pursuant to clause (2) of the previous sentence. If an early call date is not taken into account in computing premium amortization and the early call is in fact exercised, a U.S. Holder will be allowed a deduction for the excess of the U.S. Holder’s tax basis in the Series 2018A Bond over the amount realized pursuant to the redemption. If an early call date is taken into account in computing premium amortization and the early call is not exercised, the Series 2018A Bond will be treated as “reissued” on such early call date for the call price. Following the deemed reissuance, the amount of amortizable bond premium is recalculated pursuant to the rules of this section “Premium.” The rules relating to Series 2018A Bonds that may be optionally redeemed are complex and, accordingly, prospective purchasers are urged to consult their own tax advisors regarding the application of the amortizable bond premium rules to their particular situation.

Disposition of a Series 2018A Bond

Except as discussed above, upon the sale, exchange or retirement of a Series 2018A Bond, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (other than amounts representing accrued and unpaid interest) and

such U.S. Holder's adjusted tax basis in the Series 2018A Bond. A U.S. Holder's adjusted tax basis in a Series 2018A Bond generally will equal such U.S. Holder's initial investment in the Series 2018A Bond increased by any original issue discount included in income (and accrued market discount, if any, if the U.S. Holder has included such market discount in income) and decreased by the amount of any payments, other than qualified stated interest payments, received and amortizable bond premium taken with respect to such Series 2018A Bond. Such gain or loss generally will be long-term capital gain or loss if the Series 2018A Bond has been held by the U.S. Holder at the time of disposition for more than one year. If the U.S. Holder is an individual, long-term capital gain will be subject to reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

Defeasance

Persons considering the purchase of a Series 2018A Bond should be aware that a defeasance of a Series 2018A Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2018A Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See "THE SERIES 2018 BONDS - Redemption - *Defeasance of Series 2018A Bonds*" and "INVESTMENT CONSIDERATIONS" herein.

Medicare Tax

For taxable years beginning after December 31, 2012, an additional 3.8% tax has been imposed on the net investment income (which includes interest, original issue discount and net gains from a disposition of a Series 2018A Bond) of certain individuals, trust and estates. Prospective investors in the Series 2018A Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2018A Bonds.

Backup Withholding

A beneficial owner of the Series 2018A Bonds who is a U.S. Holder may, under certain circumstances, be subject to "backup withholding" (currently at a rate of 28 percent) on current or accrued interest on the Series 2018A Bonds or with respect to proceeds received from a disposition of the Series 2018A Bonds. This withholding applies if such beneficial owner of Series 2018A Bonds: (i) fails to furnish to the payor such beneficial owner's social security number or other taxpayer identification number ("TIN"); (ii) furnishes the payor an incorrect TIN; (iii) fails to report interest properly; or (iv) under certain circumstances, fails to provide the payor or such beneficial owner's broker with a certified statement, signed under penalty of perjury, that the TIN provided to the payor or broker is correct and that such beneficial owner is not subject to backup withholding. To establish status as an exempt person, a beneficial owner will generally be required to provide certification on IRS Form W-9 (or substitute form).

Backup withholding will not apply, however, if the beneficial owner is a corporation or falls within certain tax-exempt categories and, when required, demonstrates such fact. BENEFICIAL OWNERS OF THE SERIES 2018A BONDS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THEIR QUALIFICATION FOR EXEMPTION FROM BACKUP WITHHOLDING AND THE PROCEDURE FOR OBTAINING SUCH EXEMPTION, IF APPLICABLE. The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their

federal income tax liability or may claim a refund as long as they timely provide certain information to the Service.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations

Nonresident alien individuals and foreign corporations are generally subject to withholding of U.S. federal income tax by the payor at the rate of 30 percent on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest income of such a beneficial owner of the Series 2018A Bonds is not treated as effectively connected income within the meaning of Section 864 of the Code, such interest will be subject to 30 percent withholding, or any lower rate specified in an income tax treaty, unless such income is treated as “portfolio interest.” Interest will be treated as portfolio interest if (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is a Non-U.S. Holder and providing the name and address of such beneficial owner, (ii) such interest is treated as not effectively connected with the beneficial owner’s United States trade or business, (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion, (iv) interest payable with respect to the Series 2018A Bonds is not deemed contingent interest within the meaning of the portfolio debt provision, (v) such beneficial owner is not a controlled foreign corporation within the meaning of Section 957 of the Code and (vi) such beneficial owner is not a bank receiving interest on the Series 2018A Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments on the Series 2018A Bonds are treated as portfolio interest within the meaning of Sections 871 and 881 of the Code, then no withholding under Section 1441 and 1442 of the Code, and no backup withholding under Section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8 BEN, Form W-8 BEN-E, Form W-8 EXP, or Form W-8 IMY, as applicable, provided the payor has no actual knowledge or reason to know that such person is a U.S. Holder.

A non-U.S. Holder whose income with respect to its investment in a Series 2018A Bond is effectively connected with the conduct of a U.S. trade or business would generally be taxed as if the holder was a U.S. person provided the holder provides to the Withholding Agent an IRS Form W-8ECI.

Generally, a non-U.S. Holder will not be subject to United States federal income taxes on any amount which constitutes capital gain upon retirement or disposition of a Series 2018A Bond, unless such non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and such gain is derived from sources within the United States. Certain other exceptions may be applicable, and a non-U.S. Holder should consult its tax advisor in this regard.

The Series 2018A Bonds will not be includable in the estate of a non-U.S. Holder unless, at the time of such individual’s death, payments in respect of the Series 2018A Bonds would have been effectively connected with the conduct by such individual of a trade or business in the United States.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and

withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act (“FATCA”) imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Series 2018A Bonds and sales proceeds of Series 2018A Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including original issue discount) and will apply to (i) gross proceeds from the sale, exchange or retirement of debt obligations paid after December 31, 2018, and (ii) certain “pass-thru” payments no earlier than January 1, 2019. Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and section 4975 of the Code generally prohibit certain transactions between employee benefit plans under ERISA or tax qualified retirement plans and individual retirement accounts under the Code (collectively, the “Plans”) and persons who, with respect to a Plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. In addition, each fiduciary of a Plan (“Plan Fiduciary”) must give appropriate consideration to the facts and circumstances that are relevant to an investment in the Series 2018A Bonds, including the role that such an investment in the Series 2018A Bonds would play in the Plan’s overall investment portfolio. Each Plan Fiduciary, before deciding to invest in the Series 2018A Bonds, must be satisfied that such investment in the Series 2018A Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Series 2018A Bonds, are diversified so as to minimize the risk of large losses and that an investment in the Series 2018A Bonds complies with the documents of the Plan and related trust, to the extent that such documents are consistent with ERISA. All Plan Fiduciaries, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any Series 2018A Bonds.

Series 2018B Bonds

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 2018B 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 2018B Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2018B 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 2018B Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2018B Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2018B 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 2018B 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 2018B 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 Series 2018B Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Series 2018B 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 2018B 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 2018B Bonds. In general, the issue price of a maturity of the Series 2018B Bonds is the first price at which a substantial amount of Series 2018B 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), which may not be the same as the prices shown on the inside cover pages of this Official Statement, 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 2018B 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 2018B Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2018B 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 2018B 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 2018B Bonds are required to decrease

their adjusted basis in such Series 2018B Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2018B Bonds are held. The amortizable bond premium on such Series 2018B Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Series 2018B Bonds is treated as an offset to qualified stated interest received on such Series 2018B Bonds. Owners of such Series 2018B 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 2018B Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2018B Bonds.

Backup Withholding

Interest paid on the Series 2018B 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 2018B Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2018B 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 existing law, the interest on the Series 2018B Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Virginia Code to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia 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 2018B Bonds or the inclusion in certain computations of interest on the Series 2018B Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2018B 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 2018B 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 2018B Bonds. Prospective purchasers of the Series 2018B 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.]

RATINGS

The Series 2018 Bonds have been rated “___” by Moody’s Investors Service, Inc. (“Moody’s”) and “___” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”). The Authority and the County requested that the Series 2018 Bonds be rated and furnished certain information to Moody’s and S&P, including certain information that is not included in this Official Statement. A rating is not a recommendation to buy, sell or hold the Series 2018 Bonds. Generally, a rating agency bases its rating on such materials and information, as well as investigations, studies and assumptions of the rating agency.

The ratings may be changed at any time and no assurance can be given that it will not be revised downward, suspended or withdrawn entirely by, Moody’s or S&P, if, in the judgment of either or both, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County or the Authority. Any such downward revision or withdrawal of any of the ratings may have an adverse effect on the market price of the Series 2018 Bonds.

LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Series 2018 Bonds are subject to the approving opinions of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Such opinion will be furnished without expense to the purchasers of the Series 2018 Bonds. See Appendix C, “FORMS OF BOND COUNSEL OPINION” herein.

Certain legal matters will be passed upon for the Authority by [Alan M. Weiss, Esquire, Office of the County Attorney], and for the County by Elizabeth D. Teare, Esquire, County Attorney and for the Underwriters by Christian & Barton, L.L.P.

LEGALITY FOR INVESTMENTS

Under the Enabling Act, the Series 2018 Bonds are legal and authorized investments for banks, trustees, trust companies, building and loan associations, insurance companies, fiduciaries, trustees, guardians for all public funds of the Commonwealth of Virginia or other political subdivisions of the Commonwealth of Virginia, and any and all public funds of cities, towns, counties, school districts or other political corporations or subdivisions of the Commonwealth of Virginia.

LITIGATION

No litigation is pending or, to the Authority’s knowledge, threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the Series 2018 Bonds, the application of the proceeds of the Series 2018 Bonds or the collection or application of revenues pledged under the Payment Agreements, (b) in any way contesting or affecting any authority for the issuance or validity of the Series 2018 Bonds or the validity of the Payment Agreements, (c) in any way contesting the creation, existence or powers of the

Authority or (d) that, if determined adversely against the Authority, would have a material adverse effect on the Authority.

No litigation is pending or, to the County's knowledge, threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the Series 2018 Bonds, the application of the proceeds of the Series 2018 Bonds or the collection or application of revenues pledged under the Payment Agreements, (b) in any way contesting or affecting any authority for the issuance or validity of the Series 2018 Bonds or the validity of the Payment Agreements, (c) in any way contesting the creation, existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County.

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 2018 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.

UNDERWRITING

[The Series 2018A Bonds are being purchased for reoffering by Morgan Stanley & Co., LLC as representative of the underwriters for the Series 2018A Bonds (the "2018A Underwriters") at a purchase price of \$_____ (which reflects the par amount of the Series 2018A Bonds less \$_____ underwriters' discount and [plus/less] \$_____ net original issue premium/discount). The 2018A Underwriters intend to offer the Series 2018A Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The 2018A Underwriters may allow concessions to certain dealers (including dealers in a selling group and the 2018A Underwriters and other dealers depositing Series 2018A Bonds into investments trusts), which may realow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the 2018A Underwriters.]

[The Series 2018B Bonds are being purchased for reoffering by Morgan Stanley & Co., LLC as representative of the underwriters for the Series 2018B Bonds (the "2018B Underwriters" and together with the 2018A Underwriters, the "Underwriters")) at a purchase price of \$_____ (which reflects the par amount of the Series 2018B Bonds less \$_____ underwriters' discount and [plus/less] \$_____ net original issue premium/discount). The 2018B Underwriters intend to offer the Series 2018B Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The 2018B Underwriters may allow concessions to certain dealers (including dealers in a selling group and the 2018B Underwriters and other dealers depositing Series 2018A Bonds into investments trusts), which may realow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the 2018B Underwriters.]

VERIFICATION OF CERTAIN FINANCIAL COMPUTATIONS

The accuracy of (i) the arithmetical computations of the maturing principal and interest earned on the federal securities in the escrow account established in the escrow agreement relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on the Refunded Bonds and (ii) the mathematical computations supporting the conclusion that the

Series 2018B Bonds are not “arbitrage bonds,” within the meaning of Section 148 of the Code, has been verified by Robert Thomas, CPA, LLC. Such verification has been based upon information supplied by the Financial Advisor.

CONTINUING DISCLOSURE UNDERTAKING

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 2018 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 2018 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 Agreements (the forms of which appears in Appendix D), to be dated the date of delivery of the Series 2018 Bonds, for the benefit of the holders of the Series 2018 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing [March 31, 2019.] Similarly, the County will provide Event Notices with respect to the Series 2018 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 revenue bonds defeased on May 12, 2016 (the "Sewer Bonds Defeasance"), the 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 the County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant Sewer Undertakings. The County has strengthened its procedures to ensure that event notices to be provided by outside entities on the 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 2018 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 2018 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Series 2018 Bonds, of an executed copy of the Continuing Disclosure Agreements.

MISCELLANEOUS

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof, and no guarantee, warranty, or other representation is made concerning the accuracy or completeness of the information herein. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Authority. The Board of Supervisors of the County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

**FAIRFAX COUNTY REDEVELOPMENT
AND HOUSING AUTHORITY**

By: _____
Chairman

ACTION – 3

Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:

Board approval of a resolution to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 9, 2018.

RECOMMENDATION:

The Acting County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate \$251.8 million to fund construction of capital facilities and infrastructure as previously approved by the Board.

The County Executive further recommends the Board take the following action:

Approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds, which also authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale. This resolution delegates to the County Executive or Chief Financial Officer authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions. This resolution also approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds.

TIMING:

Board action is requested on December 5, 2017.

BACKGROUND:

The Proposed Bond Sale Schedule of Events (Attachment 2) indicates a new money bond sale on or about January 9, 2018. Accompanying this Board Item are the necessary documents to proceed with the new money bond sale to meet FY 2018 capital funding requirements for on-going projects. There are many potential market events that could affect the bond sale in the next few months and this sale date is therefore subject to market conditions. The closing date for the bonds is currently scheduled for the week of January 22, 2018. The County staff, along with the County's Financial Advisor, however, will revisit and adjust the sale date, as needed.

The resolution also lists several outstanding series of bonds that may become future candidates to refund if interest rates remain favorable. As with new money bond sales, the refunding candidates may be impacted by future actions taken by the Federal Reserve with respect to interest rates and potential actions taken by Congress as it pertains to proposed federal tax reform as cited later this board item.

New Money Sale

The General Obligation Bond sale totals \$251.8 million. Of that amount, the Fairfax County Public Schools will receive \$155 million. In addition, \$27.8 million will be allocated to the Washington Metropolitan Area Transit Authority (WMATA) as the County's share of WMATA's FY 2018 Adopted Capital Improvement Program, and \$18 million will fund on-going Board of Supervisors' approved transportation projects such as roadway, pedestrian and bike/trail improvement projects. Public Safety funding of \$8 million will provide for courtroom renovations and the construction of the Jefferson and Lorton Volunteer Fire Stations. Funding of \$20 million will be provided for the Fairfax County Park Authority and the Northern Virginia Regional Park Authority will receive \$3 million to cover the County's annual capital contribution. Funding of \$5 million will support construction and close-out costs at the Tysons Pimmit and John Marshall libraries. Funding of \$5 million will be provided for human services facilities. Lastly, the Huntington Levee project will receive \$10 million.

The Schedule of Bond Purposes notes the remaining balance of voter-approved authorized but unissued bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system was approved by the School Board at its November 20, 2017 meeting and is included as Attachment 4.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. The bond sale amount was sized on project cash needs for the current fiscal year. This sale of \$251.8 million is within the adjusted total maximum sales allowed in the *Ten Principles of Sound Financial Management*. The FY 2018 Adopted Budget Plan states that the maximum annual sale of bonds will be \$275 million or \$1.375 billion over a five-year period, with a technical limit not to exceed \$300 million in a single year. Consistent with previous bond sales, the County's resolution (Attachment 1) delegates to the County Executive or Chief Financial Officer the authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions.

The maximum true interest cost rate permitted on the bonds, as established in the Bond Resolution, is 5.5 percent. In addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line public access to the Notice of Sale (Attachment 5) and the Preliminary Official Statement (Attachment 6).

Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

Refunding Options – General Obligation Bonds

In January 2016, the County last conducted a General Obligation Refunding Bond Sale (Series 2016A) that resulted in \$12 million net present value savings. There is the potential for the County to again refinance portions of its outstanding general obligation bonds, and the County's bond resolution includes various maturities that may become eligible for refunding when callable. The terms of the bond resolution allow for these bonds to be refunded on or before December 31, 2018. As interest rates continue to fluctuate, this flexibility allows the County to monitor potential refunding candidates specifically authorized in the resolution. County refunding bond sales do not extend the original maturity on any of the refunded bonds.

On November 2, 2017, the United State House of Representatives Ways and Means Committee released the details of the federal tax reform plan. There are several components to this plan that would affect the municipal market, and one provision potentially affects the General Obligation refinancing deal. This federal plan as proposed would eliminate the County's ability to sell Advance Refunding Bonds which allow the County to refinance debt for savings by issuing tax-exempt bonds. The General Obligation refinancing bonds would be an Advance Refunding Bond sale and the potential debt service savings could be reduced or eliminated due to the elimination of tax-exempt status for this type of bond sale. One alternative could be to sell taxable bonds, at a higher interest rate, to refinance the County's debt, however, the savings would likely be lower or eliminated. The federal tax reform plan (as currently proposed) would become effective January 1, 2018, if passed by the US Congress. Per the bond sale schedule of events (Attachment 15), a refunding bond sale is currently anticipated for the week of January 8, 2018.

As a result, County staff will monitor the ongoing events at the federal level and discuss with its bond counsel and its financial advisor to determine if the refunding bond sale is still feasible given these factors. Even if the general obligation bond refinancing could not proceed as currently anticipated, the tax reform proposal as introduced would still allow for certain types of refinancing's in the future. However, the time frame of such refinancing's would be limited to a window of 90 days prior to the call date of the bonds. In the case of these general obligation refunding bonds, that window of opportunity would vary with the first opportunity opening in January 2019 and the latest occurring in January 2027. The General Obligation bonds for \$251.8 million for capital project spending as cited in the previous section are not impacted from any of the provisions of the federal tax reform plan. Updates to the Board of Supervisors will be provided accordingly as more information is made available.

FISCAL IMPACT:

The estimated debt service budget requirement for the new money bond sale, based on a conservative 4.0 percent True Interest Cost estimate, is \$13.96 million for School purposes and \$8.9 million for County purposes, beginning in FY 2019.

Board Agenda Item
December 5, 2017

The County issued General Obligation bonds as a new money bond sale in the amount of \$228.4 million on January 24, 2017. The bonds were sold to Morgan Stanley and Company LLC at a true interest cost of 2.87 percent.

The reception of Fairfax County bonds in the market continues to compare favorably both nationally and locally. The County has held a Aaa rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978, and a AAA rating from Fitch Ratings since 1997. As of January 2017, 12 states, 46 counties, and 33 cities have a Triple-A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved an estimated \$797.91 million from County bond and refunding sales.

ENCLOSED DOCUMENTS:

Attachment 1: 2018 County Public Improvement Bond Resolution

Attachment 2: 2018 Bond Sale Schedule of Events

Attachment 3: 2018 Schedule of Bond Purposes

Attachment 4: School Board Resolution Requesting Sale of Bonds (School Board Approved on November 20, 2017)

Attachment 5: Notice of Sale, Series 2018

Attachment 6: Draft of the Preliminary Official Statement, Series 2018

STAFF:

Kirk Kincannon, Acting County Executive

Joseph Mondoro, Chief Financial Officer

Joseph LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia Moody McCay, Assistant County Attorney

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 December 5, 2017, at which meeting a quorum was present and voting, the following resolution was adopted:

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS

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

Section 1(a). Public Improvement Bonds. The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), has found and determined and does hereby declare that:

(i) **School improvements – \$155,000,000.** At an election duly called and held on November 5, 2013, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$250,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$250,000,000 for such purpose.

The Board of Supervisors at the request of the Fairfax County School Board has heretofore issued \$130,589,500 of the school bonds authorized at the election duly called and held on November 5, 2013.

The Board of Supervisors deems it advisable to authorize the issuance of the \$119,410,500 balance of school bonds authorized at the November 5, 2013, election and to sell the bonds.

At an election duly called and held on November 3, 2015, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$310,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$310,000,000 for such purpose.

The Board of Supervisors has not issued any of the \$310,000,000 school bonds authorized at the election duly called and held on November 3, 2015.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$35,589,500 of school bonds authorized at the November 3, 2015, election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the Fairfax County School Board of a resolution, in a form acceptable to the County's bond counsel, requesting the issuance of such school bonds.

(ii) **Transportation improvements and facilities – \$45,780,000.** At an election duly called and held on November 4, 2014, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities, including improvements to primary and secondary State highways, improvements related to transit, improvements for pedestrians and bicycles, and ancillary related improvements and facilities.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$100,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$1,160,500 transportation improvement and facilities bonds authorized at the election duly called and held on November 4, 2014.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$18,000,000 of transportation improvement and facilities bonds authorized at the November 4, 2014, election and to sell the bonds.

At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$120,000,000 to finance Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock and equipment in the Washington metropolitan area, and to finance improvements to primary and secondary State highways and ancillary related improvements and facilities.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$120,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$24,000,000 transportation improvement and facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$27,780,000 of transportation improvement and facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

(iii) **Parks and park facilities – \$23,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County voting on the question, approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the parks and park facilities bonds previously authorized, in the maximum aggregate principal amount of \$75,000,000 for the purpose of providing funds with any other available funds to finance the cost of providing parks and park facilities including the acquisition, construction, development and equipment of additional parks and park facilities, and the purchase of permanent easements for the preservation of open-space land and the development and improvement of existing parks and park facilities by the Fairfax County Park Authority, and including an amount not to exceed \$12,000,000 allocable to the County as its share of the cost of parks and park facilities to be acquired, constructed, developed and equipped by the Northern Virginia Regional Park Authority.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$75,000,000 for such purpose.

The Board of Supervisors has heretofore authorized the issuance of and has issued \$29,290,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 6, 2012, and has heretofore authorized the issuance of and has issued \$12,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$20,000,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the November 6, 2012, election and to sell the bonds.

At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$107,000,000: (i) \$94,700,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, develop and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,300,000 principal amount for Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, develop and equip parks and park facilities.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$107,000,000 for such purpose.

The Board of Supervisors has not issued any of the \$94,700,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 8, 2016, and has heretofore authorized the issuance of and has issued \$3,300,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$3,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 8, 2016, election and to sell the bonds.

(iv) **Storm drainage improvements – \$10,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in the maximum aggregate principal amount of \$30,000,000 for the purpose of providing funds, with any other available funds, to finance the cost of providing storm drainage improvements to prevent flooding and soil erosion, including the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$30,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$14,250,000 storm drainage improvement bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$10,000,000 of such storm drainage improvement bonds authorized at the November 6, 2012, election and to sell the bonds.

(v) **Public safety facilities – \$8,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public safety facilities bonds previously authorized, in the maximum aggregate principal amount of \$55,000,000, for the purpose of providing funds, with any other available funds, to finance the cost of providing public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$55,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$21,240,000 public safety facilities bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$8,000,000 of public safety facilities bonds authorized at the November 6, 2012, election and to sell the bonds.

(vi) **Public library facilities – \$5,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public safety library facilities bonds previously authorized, in the maximum aggregate principal amount of \$25,000,000 for the purpose of providing funds, with any other available funds, to finance the cost of providing additional public library facilities, the reconstruction, enlargement, and equipment of existing library facilities, and the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$25,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$8,985,000 public library facilities bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$5,000,000 of public library facilities bonds authorized at the November 6, 2012, election and to sell the bonds.

(vii) **Human services facilities and community development facilities – \$5,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in the maximum aggregate principal amount of \$85,000,000 to provide funds to finance the cost of human services facilities and community development facilities,

including the construction and reconstruction of community centers and shelters and the acquisition of land and equipment or interest therein.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$85,000,000 for such purpose.

The Board of Supervisors has not issued any of the \$85,000,000 human services facilities and community development facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$5,000,000 of human services facilities and community development facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

Section 1(b). Prior bond issues. The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2009 A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, parks and park facilities, transportation improvements and facilities, human service facilities, public library facilities and public safety facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$199,510,000, designated “Public Improvement Bonds, Series 2009 A” (the “Series 2009 A Bonds”), dated January 28, 2009.

The Series 2009 A Bonds that mature on or before April 1, 2019, are not subject to optional redemption before their maturity. The Series 2009 A Bonds that mature after April 1, 2019, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2019, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2012A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, human services facilities and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$217,655,000, designated “Public Improvement Bonds, Series 2012A” (the “Series 2012A Bonds”), dated February 2, 2012.

The Series 2012A Bonds that mature on or before April 1, 2020, are not subject to optional redemption before their maturity. The Series 2012A Bonds that mature after April 1, 2020, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2020, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2013A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$206,335,000, designated "Public Improvement Bonds, Series 2013A" (the "Series 2013A Bonds"), dated January 24, 2013.

The Series 2013A Bonds that mature on or before October 1, 2021, are not subject to optional redemption before their maturity. The Series 2013A Bonds that mature after October 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2021, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2014A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities and public library facilities and to refund certain Series 2004 A, Series 2004 B and Series 2005 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$316,310,000, designated "Public Improvement and Refunding Bonds, Series 2014A" (the "Series 2014A Bonds"), dated February 6, 2014.

The Series 2014A Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2014A Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2015A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, and storm drainage improvements, the Board of Supervisors, duly issued bonds of the County in the aggregate principal amount of \$227,340,000, designated "Public Improvement Bonds, Series 2015A" (the "Series 2015A Bonds"), dated March 4, 2015.

The Series 2015A Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015A Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not

earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vi) **Series 2016A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities and storm drainage improvements and to refund certain Series 2008 A Bonds, Series 2009 A Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2013A Bonds the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$335,980,000, designated “Public Improvement and Refunding Bonds, Series 2016A” (the “Series 2016A Bonds”), dated February 9, 2016.

The Series 2016A Bonds that mature on or before October 1, 2025, are not subject to optional redemption before their maturity. The Series 2016A Bonds that mature after October 1, 2025, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2026, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vii) **Series 2017A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements and public library facilities duly issued bonds of the County in the aggregate principal amount of \$228,375,000, designated “Public Improvement Bonds, Series 2017A” (the “Series 2017A Bonds”), dated February 7, 2017.

The Series 2017A Bonds that mature on or before October 1, 2026, are not subject to optional redemption before their maturity. The Series 2017A Bonds that mature after October 1, 2026, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2027, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(viii) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the “Refunding Candidates”), all as hereinafter provided:

Series 2009 A Bonds that are first subject to, and shall be called for redemption on April 1, 2019, and

Series 2012A Bonds that are first subject to, and shall be called for redemption on April 1, 2020, and

Series 2013A Bonds that are first subject to, and shall be called for redemption on October 1, 2021, and

Series 2014A Bonds that are first subject to, and shall be called for redemption on October 1, 2023, and

Series 2015A Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2016A Bonds that are first subject to, and shall be called for redemption on April 1, 2026, and

Series 2017A Bonds that are first subject to, and shall be called for redemption on April 1, 2027

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of \$450,000,000.

Section 2. Authorization of bonds. The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate “Public Improvement [and/or] Refunding Bonds, Series 201[7/8][A], [B], [C].” The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by either the acting County Executive or County Executive (together, the “County Executive”) or Chief Financial Officer pursuant to the delegation to each of them contained in this Resolution. The first interest payment date of such bonds shall be no later than thirteen months after the issuance of such bonds. The bonds shall be issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, public library facilities, human services facilities and community facilities and storm drainage improvements shall have an aggregate principal amount not to exceed \$251,780,000.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the “Refunded Bonds”) shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed \$450,000,000 and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate “Public Improvement Bonds, Series 201[7/8], [A], [B], [C].” If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated “Public Improvement Refunding Bonds, Series 201[7/8] [A], [B], [C].”

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2019, and a final maturity no later than July 1, 2021. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York ("DTC"), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of \$5,000 and integral multiples of \$5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the "Replacement Bonds") will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

- (1) DTC determines not to continue to act as securities depository for the bonds;

(2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or

(3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC ("Participants") the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

Section 3. Sale of Bonds. Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the Bidcomp/Parity Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and regulations. Bonds sold through a negotiated sale may be sold in a public sale or in a private placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2018. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

Section 4. Notice of Sale; Bids. If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk of the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution (the "Notice of Sale(s)"). Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the Bidcomp/Parity Competitive Bidding System or similar electronic based competitive bidding system.

Section 5. Official Statement. The draft of the Preliminary Official Statement of the County (the "Preliminary Official Statement(s)") relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the "final Official Statement(s)") are hereby approved

and authorized, and the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statement presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer's approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

Section 6. Delegation and Standard. (a) *Competitive Sale Delegation* – The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a “delegate”), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2018, subject to the following conditions: (i) a delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 5.50% for any bonds and (v) the Board of Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2018, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 5.50% for any bonds and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any

terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* – The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

- (1) The series designations of such bonds;
- (2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide \$251,780,000 for such public improvement purposes;
- (3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;
- (4) To determine to use additional County funds, in addition to the proceeds of any bonds issued, to refund the Refunded Bonds;
- (5) The determination of the bonds as serial or term bonds;
- (6) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such dates, provided that the first maturity date of bonds for public improvement purposes shall occur no later than December 1, 2019, and the final maturity date shall not be later than December 1, 2038;
- (7) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;
- (8) The interest payment dates, for the bonds and the record date for the bonds;
- (9) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution; and
- (10) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment,

upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2018, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

Section 7. Forms of bonds. The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk of the Board of Supervisors and a facsimile of the official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. _____

\$ _____

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY
Public Improvement [and/or Refunding] Bond, Series 2018 [A], [B], [C]

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
[_____]	_____ %	_____, 2018	_____

Fairfax County, Virginia, is justly indebted and for value received hereby promises to pay to

_____ or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

_____ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [_____] 1 or [_____] 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [_____] 1 or a [_____] 1] to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on the 1st days of _____ and _____ in each year, the first interest payment date being _____, 20____, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia on December 5, 2017 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, storm drainage improvements, public safety facilities, public library facilities and human services facilities and community development facilities [and/or (ii) refunding portions of [] outstanding series of bonds of Fairfax County, Virginia designated []]].

The bonds of this series that mature on or before _____, 20____, are not subject to redemption before maturity. Bonds that mature after _____ 1, 20____, may be redeemed, at the option of the County, before their respective maturities on any date not earlier than _____ 1, 20____, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depository (either, a "depository") for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on those bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

The bonds are issuable in fully registered form in the denomination of \$5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions

provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its office the books of the County for the registration of transfer of bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same series and maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the ____ day of _____, 2018.

(Facsimile signature)

(Facsimile signature)

**Clerk, Board of Supervisors
of Fairfax County, Virginia**

**Chairman, Board of Supervisors
of Fairfax County, Virginia**

(Facsimile seal)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

Director of the Department of Finance of
Fairfax County, Virginia as Bond Registrar

By _____
Authorized Signature

Date of authentication: _____, 2018

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by: _____

*Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 8(a). Optional redemption. The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(9). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed, plus accrued interest to the date of redemption. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds shall not be subject to optional redemption prior to their maturity.

Section 8(b). Mandatory redemption. The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of such series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

Section 8(c). Redemption provisions in general. If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's Financial Advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the escrow agent or a depository (either, a "depository") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 9. Exchange; registration of transfer; Bond Registrar. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

Section 10. Full faith and credit pledged. For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

Section 11. Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 12. Tax covenant. The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for Federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

Section 13. Certificate concerning delegation. The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief

Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

Section 14. Authority of officers. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

Section 15. Certification and filing. The Clerk of the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

A Copy – Teste:

Clerk to the Board of Supervisors

[illegible]

Week of	Activity & Event	Responsible Party
	First draft of County & School Board Resolution, POS, & NOS, collectively "Bond Documents" distributed	NRF
Oct 30 th	Wed, Nov 1st – County Board Meeting	FX
	Wed, Nov 1st – Board Title due	FX, NRF
	Send draft Bond Documents to School Board	FX
	Mon, Nov 6th – Board Item due	FX, NRF
Nov 6 th	Comments due on Bond Documents	All
	Wed, Nov 8th – Credit Assessment Meeting	FX, PFM
	Thurs, Nov 9th – Ratings Prep meeting	FX, PFM
Nov 13 th	Revised draft of Bond Documents distributed	NRF
	Draft Ratings Presentation distributed	FX, PFM
Nov 20 th	Mon, Nov 20 th - School Board considers Bond Documents	--
	<i>Thurs, Nov 23rd – Thanksgiving Day (Markets Closed)</i>	--
	Revised Ratings Presentation distributed	PFM
Nov 27 th	Tuesday, Nov 28 th – County/School Board Joint Meeting	--
	Wednesday, Nov 29th – Ratings Prep & Rehearsal Meeting	FX, PFM
	Revised draft POS distributed	NRF
	Draft Bond Documents sent to Rating Agencies	PFM
	Finalize Rating Agency Presentation	FX, PFM
	FX, NRF, PFM Call to Review Draft POS	FX, NRF, PFM
Dec 4 th	Tues, Dec 5th – Board considers Bond Documents, FY17 CAFR Published	FX
Dec 11 th	Thurs, Dec 14th Moody's Rating Meeting	FX, PFM
	Finalize POS	All
Dec 18 th	Monday, Dec 18th S&P Rating Meeting	FX, PFM
	Monday, Dec 18th Fitch Rating Meeting	FX, PFM
Dec 25 th	<i>Mon, Dec 25th – Christmas Holiday (Markets Closed)</i>	--
	NLT Wednesday, Dec 27th – Ratings Received	--
	<i>Thursday, December 28th – POS & NOS posted</i>	--

**Ratings request will be combined for the GO & Wedgewood transactions. Also request to Fitch to receive affirmation of rating for the TIFIA Loan to meet USDOT requirements.*

FX = Fairfax County
PFM = Public Financial Management Inc., Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

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[illegible]

Week of	Activity & Event	Responsible Party
Jan 1 st	<i>Mon, Jan 1st – New Year’s Day (Markets Closed)</i> Market the Bonds	-- PFM
Jan 8 th	Tues, Jan 9th – Competitive Sale	FX, PFM
Jan 15 th	<i>Mon, Jan 15th – Martin Luther King Jr. Day (Markets Closed)</i> NLT Wednesday, January 17 th – FCRHA Wedgewood POS distributed Finalize & Mail OS and Closing Documents	-- NRF NRF
Jan 22 nd	Wed, January 24 th – Closing	All
Jan 29 th	FCRHA Wedgewood Negotiated Bond Pricing	PFM, FX, UW
Feb 12 th	Wed, February 14 th – FCRHA Wedgewood Closing	All

Legend:
FX = Fairfax County
PFM = Public Financial Management Inc., Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

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Schedule of Bond Purposes
FY 2018 Bond Sale - Series 2018A (New Money)

Fund	Category	Referendum Date	BEGIN Authorized But Unissued Balance	FY 2018 Bond Sale Projection	END Authorized But Unissued Balance
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County

300-C30030	Library Facilities	11/6/12	\$16,015,000	\$5,000,000	\$11,015,000
300-C30010	NVRPA	11/8/16	9,000,000	3,000,000	6,000,000
300-C30050	Road Bond Construction	11/4/14	98,839,500	18,000,000	80,839,500
300-C30000	Transportation Facilities (Metro)	11/8/16	96,000,000	27,780,000	68,220,000
300-C30070	Public Safety Facilities	11/6/12	33,760,000	8,000,000	25,760,000
	Public Safety Facilities	11/3/15	151,000,000	-	151,000,000
300-C30400	Park Authority	11/6/12	33,710,000	20,000,000	13,710,000
	Park Authority	11/8/16	94,700,000	-	94,700,000
400-C40100	Flood Control	11/6/12	15,750,000	10,000,000	5,750,000
300-C30010	Human Services Facilities	11/8/16	85,000,000	5,000,000	80,000,000

Subtotal County			\$633,774,500	\$96,780,000	\$536,994,500
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Schools

390		11/5/13	\$119,410,500	\$119,410,500	-
390		11/3/15	310,000,000	35,589,500	274,410,500

Subtotal Schools			\$429,410,500	\$155,000,000	\$274,410,500
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TOTAL COUNTY & SCHOOLS			\$1,063,185,000	\$251,780,000	\$811,405,000
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A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF
FAIRFAX COUNTY, VIRGINIA, TOTALING \$155,000,000 AND APPROVING THE FORM
OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF

WHEREAS, at an election dully called and held on November 5, 2013, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$250,000,000 (the “2013 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2013 Referendum was to provide funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued \$130,589,500 of the bonds authorized by the 2013 Referendum, leaving a balance of \$119,410,500 authorized but unissued bonds; and

WHEREAS, at an election dully called and held on November 3, 2015, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$310,000,000 (the “2015 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2015 Referendum was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued has heretofore issued none of the bonds authorized by the 2015 Referendum, leaving a balance of \$310,000,000 authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the “School Board”) deems it advisable for the Board of Supervisors to (i) issue school bonds authorized in the 2013 Referendum in an aggregate principal amount not to exceed \$119,410,500, and issue school bonds authorized in the 2015 Referendum in an aggregate principal amount not to exceed \$35,589,500 (collectively the “School Bonds”), (ii) determine certain pricing and sale details of the School Bonds and (iii) determine whether to refund any prior public improvement bonds of Fairfax County, Virginia that were issued for school improvements (the “Board of Supervisors Actions”); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

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

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, in an aggregate principal amount not to exceed \$155,000,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the "School Board Tax Certificate") to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chairman, Vice Chairman or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chairman, Vice Chairman or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

CERTIFICATE OF THE SCHOOL BOARD

This certificate is provided to the County of Fairfax, Virginia (the “County”) by the School Board of the County of Fairfax, Virginia (the “School Board”) in connection with the issuance by the County of its [\$____,____,000 Public Improvement Bonds, Series 2018 [] [] and \$_____ Public Improvement Refunding Bonds, Series 2018 [] [] (collectively, the “Bonds”)], the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the “[New] School Projects”) [and to refinance school projects that were financed with the proceeds of the County’s _____ Bonds and _____ Bonds (the “Refunded School Projects” and together with the New School Projects, the “School Projects”)],

The School Board recognizes that some of the representations made by the County in its Tax Certificate dated _____, 2018, and executed in connection with the issuance of the Bonds (the “Tax Certificate”) must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in [Section 1 of Part B of the Tax Certificate] to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: [(i) with respect to paragraph (d) (“Definition of Private Use”), in the second paragraph, fourth line, after (“General Public Use”), there shall be deemed to be inserted “or other than as is excepted as private use by U.S. Treasury Regulations,” and (ii) with respect to paragraph (e) (“Management and Service Contracts”), the references to Revenue Procedure 97-13 shall be deemed to include “or other applicable law.” Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.]

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [____ 1, 20__], except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of states and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue

Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder in effect on the date of original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of the County of Fairfax, Virginia

Name:

Title:

Date: _____, 2018

* * * * *

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on _____, 2017, at _____, _____, Virginia.

Date

Ilene D. Muhlberg, Clerk
School Board of
Fairfax County, Virginia

NOTICE OF SALE

\$ _____ *

FAIRFAX COUNTY, VIRGINIA\$ _____ * **Public Improvement Bonds, Series 2018A and**\$ _____ * **Public Improvement Refunding Bonds, Series 2018B**

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Board of Supervisors of Fairfax County, Virginia, until 10:45 a.m., Fairfax, Virginia Time, on

January __, 2018*

for the purchase of all, but not less than all, of the \$ _____ * Public Improvement Bonds, Series 2018A (the “Series 2018A Bonds”) and \$ _____ * Public Improvement Refunding Bonds (the “Series 2018B Bonds,” and together with the 2018A Bonds, the “Bonds”) of Fairfax County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of October in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Series 2018A Bonds*

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
20__	\$	20__	\$
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	

* Preliminary, subject to change.

20__

20__

Initial Maturity Schedule for the Series 2018B Bonds *

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
20__	\$	20__	\$
20__		20__	
20__		20__	
20__		20__	

The County reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

BID PARAMETERS TABLE FOR THE SERIES 2018A BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due January __, 2018, at __ AM Local Time
Anticipated Delivery Date:	January __, 2018	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	October 1, 2018	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedules, as more fully described on page 7, under “Good Faith Deposit”
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted		

* Preliminary, subject to change.

BID PARAMETERS TABLE FOR SERIES 2018A BONDS*

PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 20__, callable on October 1, 20__ and thereafter at par	Max. Aggregate Bid Price:	No Limit
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	No Limit
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as term bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	5.0%
		Low Coupon per Maturity:	20__ - 20__ : No Limit 20__ - 20__ : 5.0%

BID PARAMETERS TABLE FOR SERIES 2018B BONDS*

PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 20__, callable on April 1, 20__, and thereafter at par	Max. Aggregate Bid Price:	No Limit
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	104.0%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Not Permitted	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	20__ - 20__ : 3.0% 20__ - 20__ : 4.0%
		Low Coupon per Maturity:	No Limit

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Series 2018A Bonds and Initial Maturity Schedule for the Series 2018B Bonds

The Initial Maturity Schedule for the Series 2018A Bonds and the Initial Maturity Schedule for the Series 2018B Bonds (collectively, the “Initial Maturity Schedules”) set forth on pages 1 and 2 above represent an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedules, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the “Bid Maturity Schedule for the Series 2018A Bonds” and the “Bid Maturity Schedule for the Series 2018B Bonds” (collectively, the “Bid Maturity Schedules”). If

no such change is announced, the Initial Maturity Schedules will become the Bid Maturity Schedules.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedules after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of one or more Series of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount of any such Series.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of each Series of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of each Series of Bonds (or in the event that the County rejects bids on either the Series 2018A Bonds or the Series 2018B Bonds, but not both, the remaining Series of Bonds) from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County's receipt of the initial public offering prices and yields of the Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of a Series will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being October 1, 2018, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Series 2018A Bonds are being issued as a series of bonds authorized for the purpose of providing funds, with other available funds, for providing funds for School Improvements (\$155,000,000), Transportation Improvements and Facilities (\$45,780,000), Parks and Park Facilities (\$23,000,000), Public Safety Facilities (\$8,000,000), Storm Drainage Improvements (\$10,000,000), Public Library Facilities (\$5,000,000) and Human Services Facilities and Community Development Facilities (\$5,000).

The Series 2018B Bonds are being issued refund certain maturities or portions thereof of the County's outstanding general obligation bonds, in order to achieve present value debt service savings. If the County's savings threshold is not met, the County reserves the right to adjust the principal amounts and maturities of the Series 2018B Bonds, as specified in this Notice of Sale, and to reject all bids relating to the Series 2018B Bonds.

Term Bonds and Mandatory Redemption

The successful bidder of the Series 2018A Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

[No term bonds are permitted on the Series 2018B Bonds.]

Optional Redemption

The Series 2018A Bonds maturing on or before October 1, 20__, are not subject to optional redemption before their maturity. The Series 2018A Bonds maturing after October 1, 20__, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

The Series 2018B Bonds maturing before October 1, 20__, are not subject to optional redemption before their maturity. The Series 2018B Bonds maturing on or after October 1, 20__, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid

or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify Public Financial Management, Inc., the County's financial advisor, by telephone at (703) 741-0175. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

[Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds (both the Series 2018A Bonds and the Series 2018B Bonds) by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by _____ a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released electronically via BiDCOMP/Parity to the County, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under "Award of Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.]

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

The County reserves the right to accept the bid on only the Series 2018A Bonds or the Series 2018B Bonds as described under "Right of Rejection" below. In the event of such occurrence the awarded bid for the accepted Series shall be determined as set forth in "Award of Bonds" below.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the "Deposit") for 1% of the Bid Maturity Schedules to the County by wire transfer. The award to the apparent successful

bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit.

Bank Name: Bank of America VA/Rich
 ABA: 026 009 593
 Account Name: County of Fairfax, Deposit Account
 Account Number: 0000 7902 5799
 Attention: Tammy Kennedy-Nichols, 410-547-4320

Reference your company, company contact, phone number or other helpful identification.

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder's bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County prior to ____ p.m., Fairfax, Virginia Time on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL ____ P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the County within such six-hour period of time (____ a.m. – ____ p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest "True or Canadian" interest cost ("TIC"), such cost to be determined by doubling the semiannual interest rate (compounded semiannually) necessary to discount the aggregate price bid of the Bonds, the payments of the principal of and the interest on the Bonds from their payment dates to the dated date of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the bids producing the same lowest TIC, provided, that if apportionment is not acceptable to such bidders the County will have the right to award the Bonds to one of such bidders. There will be no auction.

In the event that the County rejects bids on either the Series 2018A Bonds or the Series 2018B Bonds (but not both), the remaining series of bonds will be awarded to the bidder offering to purchase such remaining series of bonds at the lowest TIC.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

The County reserves the right to reject bids on the Series 2018A Bonds and the Series 2018B Bonds separately, and the County may reject bids on one series but not the other.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, bidders should assume for purposes of making its bid that for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold the offering price rule will apply. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (“Sale Date”) at the Initial Public Offering Price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the

Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing [(via facsimile transmission)] of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. A draft of such issue price certificate is attached as Exhibit A to this Notice of Sale, which draft anticipates meeting the competitive sales requirement. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about January __, 2018, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without

cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

CUSIP numbers are to be applied for by the successful bidder with respect to the Bonds. The County will assume no obligation for the assignment of such numbers or for the correctness of such numbers, and no error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is “deemed final” by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a “NRO” (“not reoffered”) designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System (“EMMA”) administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder’s regulatory compliance.

Further information will be furnished upon application to Public Financial Management, Inc. at (703) 741-0175.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Catherine A. Chianese, Clerk

FAIRFAX COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
PUBLIC IMPROVEMENT BONDS, SERIES 2018A

AND

[\$[PRINCIPAL AMOUNT]
PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2018B

ISSUE PRICE CERTIFICATE

(for Competitive Sales to be modified if Hold the Offering Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written

contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A
EXPECTED OFFERING PRICES

(Attached)

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE – Full Book Entry

RATINGS: Fitch: “___”
 Moody’s: “___”
 Standard & Poor’s: “___”

In the opinion of Bond Counsel, under existing law and assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, interest on the Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS” herein for certain provisions of the Code that may affect the tax treatment of interest on the Bonds for certain bondholders.

\$ _____ *

FAIRFAX COUNTY, VIRGINIA**PUBLIC IMPROVEMENT BONDS, SERIES 2018A**

\$ _____ *

FAIRFAX COUNTY, VIRGINIA**PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2018B****Dated Date of Delivery****Due October 1, as shown on the inside cover page**

Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2018.

The Series 2018A Bonds are being issued for the purpose of financing various public improvements. Subject to favorable market conditions, the Series 2018B Bonds are being issued to refund certain outstanding bonds of the County.

The Series 2018A Bonds maturing after October 1, 20__*, are subject to redemption prior to maturity as a whole or in part at any time on or after October 1, 20__*, at a redemption price of par plus accrued interest. The Series 2018B Bonds maturing on or after October 1, 20__*, are subject to redemption prior to maturity as a whole or in part at any time on or after April 1, 20__*.

The Bonds will be general obligations of Fairfax County, Virginia, for the payment of which the Board of Supervisors of the County is unconditionally obligated to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation.

This page and the inside cover page contain certain information for quick reference only. They are not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. The Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about _____, 2018.

_____, 2018

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, 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.

**FAIRFAX COUNTY, VIRGINIA
PUBLIC IMPROVEMENT BONDS, SERIES 2018A**

**FAIRFAX COUNTY, VIRGINIA
PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2018B**

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Base CUSIP† Number

\$ _____ * SERIES 2018A BONDS

<u>Maturity Date</u> <u>October 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>	<u>CUSIP†</u> <u>Suffix</u>
2018	\$0	%	%	
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				

\$ _____ * SERIES 2018B BONDS

<u>Maturity Date</u> <u>October 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>	<u>CUSIP†</u> <u>Suffix</u>
20__	\$0	%	%	
20__				
20__				
20__				
20__				
20__				
20__				
20__				

† 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 Bonds.

* Preliminary, subject to change.

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

Kirk Kincannon, *Acting County Executive*
Patricia D. Harrison, *Deputy County Executive*
David J. Molchany, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Robert A. Stalzer, *Deputy County Executive*
Elizabeth D. Teare, *County Attorney*
Joseph M. Mondoro, *Chief Financial Officer*
Christopher J. Pietsch, *Director, Department of Finance*

PAYING AGENT

Fairfax County Director of Finance
1200 Government Center Parkway, Suite 214
Fairfax, Virginia 22035-0074
(703) 324-3120

FINANCIAL ADVISOR

Public Financial Management, Inc.
4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

BOND COUNSEL

Norton Rose Fulbright US LLP
799 9th Street NW, Suite 1000
Washington, D.C. 20001-4501
(202) 662-4760

For information relating to this Official Statement please contact:

Joseph M. Mondoro, Chief Financial Officer
Fairfax County, Virginia
12000 Government Center Parkway, Suite 561
Fairfax, Virginia 22035-0074
(703) 324-2391

No person has been authorized by Fairfax County (the “County”) to give any information or to make any representations with respect to the County or the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

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OFFICIAL STATEMENT
FAIRFAX COUNTY, VIRGINIA

Regarding

\$ _____ * **Public Improvement Bonds, Series 2018A**

and

\$ _____ * **Public Improvement Refunding Bonds, Series 2018B**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the "County"), of its \$ _____ * Public Improvement Bonds, Series 2018A (the "Series 2018A Bonds") and \$ _____ * Public Improvement Refunding Bonds, Series 2018B (the "Series 2018B Bonds" and together with the Series 2018A Bonds, the "Bonds").

THE BONDS

Authorization And Purposes; Refunding Plan

The Bonds will be issued under a resolution (the "Resolution") adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on December __, 2017, pursuant to Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the "Act").

A portion of the Series 2018A Bonds will be issued to provide funds¹ in the following amounts* for the following purposes (collectively, the "Public Improvements"):

School Improvements	\$155,000,000
Transportation Improvements and Facilities.....	45,780,000
Parks and Park Facilities.....	23,000,000
Storm Drainage Improvements	10,000,000
Public Safety Facilities	8,000,000
Public Library Facilities.....	5,000,000
Human Services Facilities and Community Development Facilities.....	<u>5,000,000</u>
Total	\$251,780,000

The Series 2018B Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities certain outstanding bonds, including all or a portion of the following outstanding bonds of the County referred to hereafter as the "2009 A Refunding Candidates," the "2012A Refunding Candidates," the "2013A Refunding Candidates," the "2014A Refunding Candidates," the "2015A Refunding Candidates," the "2016A Refunding Candidates," and the "2017A Refunding Candidates," and collectively as the "Refunding Candidates:"*

¹ For purposes of this Preliminary Official Statement, it is assumed that proceeds of the Bonds will include a net bond premium in order to fund the purposes described above.

* Preliminary, subject to change.

<u>Series of Refunded Bonds*</u>	<u>Principal Amount*</u>	<u>Maturities*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Nos. 303820†</u>
2009 A	\$0	20__ ‡	April 1, 2019	100	
2012A			April 1, 2020	100	
2013A			October 1, 2021	100	
2014A			October 1, 2023	100	
2015A			October 1, 2024	100	
2016A			April 1, 2026	100	
2017A			April 1, 2027	100	

†The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders.

‡Only portions of the outstanding maturities are expected to be refunded.

* Preliminary, subject to change.

The purpose of the refunding is to achieve present value debt service savings. The County's decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Series 2018B Bonds. The County may refund only certain Refunding Candidates if refunding such Candidates permits the County to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the Series 2018B Bonds are referred to as the "Refunded Bonds." The final Refunded Bonds will be described in the final Official Statement relating to the Series 2018B Bonds.

Upon delivery and issuance of the Series 2018B Bonds by the County, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with _____, pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal, applicable redemption premiums, and interest on the Refunded Bonds to their respective redemption dates. The arithmetical computations of the sufficiency of the cash and securities deposited with _____, to pay the principal of and interest on the Refunded Bonds will be verified by _____, _____.

The sources and uses of the proceeds of the Bonds are summarized below.

Sources

Par amount of the Series 2018A Bonds	\$
Par amount of the Series 2018B Bonds	
Net offering premium	
Total Sources	\$ _____

Uses

Public Improvements	\$
Deposit for payment of Refunded Bonds.....	
Underwriters' discount	
Other issuance expenses	
Total Uses	\$ _____

Description

The Series 2018A Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2018, and the Series 2018A Bonds will mature in amounts on October 1 in each of the years 2018 through 2037, inclusive, at rates as set forth on the cover page of this Official Statement. The Series 2018B Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2018, and the Series 2018B Bonds will mature in amounts on October 1 in each of the years 20__ through 20__, inclusive, at rates as set forth on the cover page of this Official Statement. Interest on the Bonds is calculated based on a 360-day year consisting of twelve thirty-day months. The Bonds will be issued in denominations of \$5,000 and integral multiples thereof under the book-entry system of the Depository Trust Company ("DTC"), and principal and interest on the Bonds will be payable in the manner described in Appendix V, "BOOK-ENTRY ONLY SYSTEM."

Optional Redemption*

The Series 2018A Bonds maturing on or before October 1, 20__*, are not subject to optional redemption before their maturity. The Series 2018A Bonds maturing after October 1, 20__*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than _____ 1, 20__*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

The Series 2018B Bonds maturing before October 1, 20__*, are not subject to optional redemption before their maturity. The Series 2018B Bonds maturing on or after October 1, 20__, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than _____ 1, 20__*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Mandatory Sinking Fund Redemption*

[This caption and one or more of the following paragraphs will be included in the final Official Statement only if the successful bidder elects to combine, in accordance with the Notice of Sale, two or more consecutive serial maturities into any number of term bonds.]

The Series 2018A Bonds maturing October 1, 20__, and October 1, 20__, are subject to mandatory redemption in part, on a pro rata basis, on October 1 in the years shown below, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the date of redemption in an amount equal to the sinking fund installments for such Series 2018A Bond for such date:

Series 2018A Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

† Final Maturity

Series 2018A Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

† Final Maturity

Selection of Bonds for Redemption

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If less than all of the Bonds of a maturity and series are called for redemption, the Bonds or portions thereof to be redeemed will be selected by the paying agent and bond registrar in such manner as the paying agent and bond registrar in its sole discretion may determine, each \$5,000 increment being counted as one Bond for such purpose. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

In the case of redemptions of Bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

Notice of Redemption

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County will cause a notice of such redemption to be filed with the bond registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his address appearing upon the registration books of

* Preliminary, subject to change.

the County, but failure to mail such notice or any defect therein will not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities and series of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity of a series then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption will state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price 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 County, the corresponding notice of redemption will be deemed to be revoked.

Security

The Bonds are general obligations of the County for which its full faith and credit are irrevocably pledged. The Act requires that the Board of Supervisors shall, in each year while any of the Bonds shall be outstanding, levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due, which tax shall be in addition to all other taxes authorized to be levied in the County.

State Aid Intercept

The provisions of Section 15.2-2659 of the Act, in substance, direct the Governor of Virginia, upon satisfactory proof of default by the County in the payment of principal of or interest on the Bonds, immediately to order the Comptroller of Virginia to withhold all further payment to the County of all funds, or any part thereof, appropriated and payable by the Commonwealth of Virginia (the "Commonwealth" or "State") to the County for any and all purposes until such default is remedied. For as long as the default continues, the law directs the Governor to require the Comptroller to pay to the holders of such Bonds or the paying agent therefor all of the withheld funds or as much as are necessary to cure, or to cure insofar as possible, the default on such Bonds. The Governor shall, as soon as practicable, give notice of such default and of the availability of funds with the paying agent or with the Comptroller by publication one time in a daily newspaper of general circulation in the City of Richmond, Virginia, and by mail to the registered owners of such Bonds. Although the provisions of Section 15.2-2659 have never been tested in a Virginia court, the Attorney General of Virginia has opined that appropriated funds can be withheld pursuant to its provisions.

Remedies

The Bonds do not specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal of or interest on the Bonds, nor do they contain a provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such default. If a bondholder does not receive payment of principal or interest when due, the holder could seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the Board of Supervisors to levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due. The mandamus remedy, however, may be impracticable and

difficult to enforce. The enforceability of rights or remedies with respect to the Bonds (but not the validity of the Bonds) may be limited by bankruptcy, insolvency, or other State or federal laws, heretofore or hereafter enacted, and equitable principles affecting the enforcement of creditors' rights.

No Litigation Respecting the Bonds

No litigation is pending or, to the best of the County's knowledge, threatened (a) to restrain or enjoin the issuance, sale, or delivery of any of the Bonds, the application of the proceeds thereof, or the pledge of tax revenues for payment of the Bonds, (b) in any way contesting or affecting any authority for the issuance or validity of the Bonds, (c) in any way contesting the existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County. See "CONTINGENT LIABILITIES AND CLAIMS" for a description of litigation affecting the County.

FAIRFAX COUNTY

GENERAL DESCRIPTION

Overview

The County is located in the northeastern corner of the Commonwealth of Virginia (the "Commonwealth") and encompasses a net land area of 407 square miles. Its current estimated population exceeds one million. 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 Fairfax 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. (See Appendix I.)

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. (See Appendix II.) Property within these cities is not subject to taxation by Fairfax 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 Fairfax County there are three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. (See Appendix III.) 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 (more fully discussed in "DEBT ADMINISTRATION – Underlying Bonded Indebtedness").

Population

Fairfax County's estimated 2015 population is 1,142,234. In 1980, Fairfax County was the third most populous jurisdiction in the Washington, D.C., primary metropolitan statistical area, as defined by the U.S. Bureau of the Census. By 1990, Fairfax County, with 818,584 residents, had become the most populous jurisdiction in the Washington, D.C. area, having added an average of 22,168 people per year in the 1980s. Population growth during the 1990s and 2000s slowed; on average, the County gained about 11,499 people per year during 2000-2015.

Fairfax County Population

<u>Calendar Year</u>	<u>Population</u>
1940	40,929
1950	98,557
1960	248,897
1970	454,275
1980	596,901
1990	818,584
2000	969,749
2001	984,366
2002	1,004,435
2003	1,012,090
2004	1,022,298
2005	1,033,646
2006	1,037,311
2007	1,041,507
2008	1,050,315
2009	1,074,227
2010	1,081,726
2011	1,100,692
2012	1,118,602
2013	1,130,924
2014	1,137,538
2015	1,142,234

Sources: U.S. Bureau of the Census (1940-2000, 2010) and 2010 Decennial Censuses; 2011-2015

The following table reflects the population age distribution of County residents, based on the U.S. Census Bureau's 2010 Decennial Census. The survey estimated the County's total population in 2010 at 1,081,726.

**Household Population Age Distribution
Fairfax County**

<u>Age Group</u>	<u>2010</u>	
	<u>Number</u>	<u>Percent (%)</u>
Under 20 years	285,405	26.4
20 – 34	218,781	20.2
35 – 54	339,757	31.4
55 – 64	131,493	12.2
65 and Over	<u>106,290</u>	<u>9.8</u>
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$112,552 and median family income was \$129,805 in 2015. Approximately 34.9% of the County's households and 42.3% of families had annual incomes of \$150,000 or more. The following table shows the 2015 household and family income distribution in the County.

2015 Household and Family Income Distribution (by Percentage)¹

<u>Income Level</u>	<u>Household</u>	<u>Family</u>
Under \$25,000	7.2%	5.2%
\$25,000 – 49,999	10.5%	9.1%
\$50,000 – 74,999	12.9%	10.6%
\$75,000 – 99,999	12.7%	11.5%
\$100,000 – 149,999	21.8%	21.3%
\$150,000 or more	34.9%	42.3%
Median Income	\$112,552	\$129,805

Sources: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

¹ Household Income is defined as that income which is available to all residents of a housing unit, regardless of relationship. Income is from all sources, before taxes and deductions, and includes wages, business, retirement, SSI, alimony, child support, interest, etc. Family Income is derived by including only those households containing two or more persons related by blood, marriage or adoption. Percentages [may] add to more than 100% due to rounding.

Certain County Administrative and Financial Staff Members

Kirk W. Kincannon was appointed Acting County Executive by the Board of Supervisors on September 16, 2017. Kincannon will serve in the position until a permanent appointment is made (former County Executive Edward L. Long, Jr., retired on September 15, 2017). Prior to his appointment, Kirk served as the Executive Director of the Fairfax County Park Authority, overseeing a nationally accredited, three-time National Gold Medal award-winning agency and recognized national leader in environmental stewardship, historic and natural resource preservation, park and recreation facility design, innovation, inclusive programs and innovation. Kirk has also served as Director of Parks and Recreation for the City of Boulder, Colorado and City of Alexandria, Virginia and has led agencies to multiple national and state awards and recognition including: the Governor of Virginia's Environmental Excellence Award, the National Association of County Park and Recreation Officials Award for Environmental/Conservation, the National Recreation and Park Association's Barb King Environmental Stewardship Award and the National Recreation and Park Association's Excellence in Inclusion Award. Kirk has served on multiple boards and committees over the years related to economic development and tourism, Radford University curriculum accreditation, University of Colorado, Boulder campus master plan, the National Recreation and Park Association State Affiliates Board, and as past Board President of the Virginia Recreation and

Park Society. Kirk is a Fellow of the American Academy for Park and Recreation Administration and a Fellow of the Urban Land Institute of the Washington DC region. He holds a BA in Recreation, Leisure Services, and Physical Education from Virginia Wesleyan University. He is a native of Fairfax County.

Patricia D. Harrison, Deputy County Executive, has worked in the field of human services since her graduation from Slippery Rock University, Slippery Rock, Pennsylvania in 1980 where she obtained a Bachelor's Degree in Therapeutic Recreation. She joined Fairfax County Government in 1986 and directed the creation of inclusive and therapeutic recreation services for people with disabilities. Prior to joining the County Executive's office, she served as Director for the Department of Community and Recreation Services for ten years. Ms. Harrison also holds a Master's Degree with a concentration in Therapeutic Recreation Administration from University of Maryland at College Park and obtained a Certificate of Public Management from George Washington University. She maintains her credentials as a Certified Therapeutic Recreation Specialist.

David J. Molchany, Deputy County Executive, joined the County in 1995. In 2003 Mr. Molchany was recognized by *Governing* magazine as one of the top ten Public Officials of the Year. He is also active in professional organizations at the international, national, state, and local levels of government. Previous employers have included Sallie Mae, American Management Systems, and Electronic Data Systems. Mr. Molchany is a 1983 graduate of Juniata College and holds a Bachelor of Science degree in Marketing and Computer Science.

David M. Rohrer, Deputy County Executive, has worked with the Fairfax County Police Department for almost 32 years and was appointed chief in 2004. In addition, Mr. Rohrer has also served as deputy chief for investigations and operations support; Patrol Bureau commander; Special Operations Division and district commander; SWAT first-line supervisor; and first-line patrol supervisor. Mr. Rohrer has served two terms as chairman of the Metropolitan Washington Council of Governments Police Chiefs' Committee, and he is a member of numerous organizations, including the International Association of Chiefs of Police; the Major Cities Chiefs' Association; the Police Executive Research Forum; and the Virginia Association of Chiefs of Police. Mr. Rohrer holds a bachelor's degree in administration of justice from George Mason University.

Robert A. Stalzer, Deputy County Executive, joined Fairfax County Government on June 5, 2000. Mr. Stalzer previously served as Town Manager for the Town of Herndon, Virginia from 1988 until June 2000. He was Director of Planning and Zoning for Roanoke County, Virginia from 1983 until 1988. Mr. Stalzer holds a Bachelor of Arts degree from Clark University, Worcester, Massachusetts, a Master of Regional and City Planning degree from the University of Oklahoma, and a Master of Business Administration degree from Syracuse University. Mr. Stalzer is a past president of the Virginia Local Government Management Association and recognized as a credentialed manager by the International City/County Management Association. Mr. Stalzer has served as an adjunct professor at Virginia Polytechnic Institute and State University, Roanoke College, and George Mason University.

Elizabeth D. Teare was appointed County Attorney by the Fairfax County Board of Supervisors effective July 1, 2016. Prior to her appointment, Ms. Teare served as the Deputy County Attorney for the Land Use and Environmental Law Section of the Fairfax County Attorney's Office from 2012 through 2016. From 2009 through 2012, she served as a Senior Assistant County Attorney and from 2000 to 2008 as an Assistant County Attorney. Prior to her tenure with the Fairfax County Attorney's Office, Ms. Teare was an associate attorney with a law firm known at that time as Surovell, Jackson, Colten & Dugan, P.C., in Fairfax, Virginia, from 1992 to 2000. She also worked as an Assistant Attorney General in Richmond, Virginia, in a temporary position from 1991 to 1992. Ms. Teare clerked for the Honorable Rosemarie Annunziata, who was then a Fairfax County Circuit Court Judge, from 1990 to 1991. Ms. Teare has been appointed by the Supreme Court of Virginia to serve on the faculty of the Virginia State

Bar's Harry L. Carrico Professionalism Course. In addition, she has lectured on land use and environmental law related issues for the Fairfax County Bar Association and the Local Government Attorneys of Virginia. Ms. Teare received a Bachelor of Arts degree from Sweet Briar College, *magna cum laude* with high honors in English, in 1986. In 1990, Ms. Teare received her juris doctorate degree, *cum laude*, from the Washington and Lee University School of Law and was admitted to the Virginia State Bar later that year.

Joseph M. Mondoro is the Chief Financial Officer/Director of the Department of Management and Budget of the County effective September 2015. Prior to assuming the duties of Chief Financial Officer/Director of the Department of Management and Budget, Mr. Mondoro had been Acting Chief Financial Officer/Director of the Department of Management and Budget of the County effective April 2015. From February 2004 until his appointment as Chief Financial Officer/Director of the Department of Management and Budget of the County, Mr. Mondoro served as Deputy Director of the Department of Management and Budget. Mr. Mondoro received his Bachelor's Degree in History and Government and a Masters of Public Policy from the College of William and Mary. Mr. Mondoro worked as an analyst in the Financial Planning Bureau of the City of Norfolk, Virginia from 1993 to 1995. He joined the Fairfax County Department of Management and Budget in July 1995 as a budget analyst.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in Finance. In addition, he is a Certified Public Finance Officer, Certified Internal Auditor and a Certified Bank Auditor.

County Employees

As of July 2016, the School Board supported 23,938.3 full time equivalent positions. The County supported 11,059.64 full time equivalent positions in activities funded directly or supported by the General Fund and 1,249.18 full time equivalent positions employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System"). Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes. Collective bargaining by public employees in Virginia is prohibited by law, a restriction upheld by the Supreme Court of Virginia.

GOVERNMENT SERVICES

Reflecting its urban character, Fairfax County provides a comprehensive range of public services characteristic of its form of government under Virginia law and its integral position within the Washington metropolitan area. The following subsections describe principal governmental services and services performed in conjunction with other governmental entities.

General Government Administration

The County government center complex is located in the Fairfax Center area and is accessible by U.S. Routes 50 and 29, near Interstate Highway 66. The 675,000 square foot government center houses

core County services and agencies. Two adjacent County office buildings provide an additional 486,000 square feet of space and house primarily human services and community development agencies and departments of the County. The County also occupies a 135,000 square foot governmental center for delivery of County services in the southeast part of the County, and has six remote governmental centers throughout the County. The centers provide office space for members of the Board of Supervisors, personnel, police, and building inspectors, and provide meeting rooms for community activities.

In July 2016, the International City/County Management Association (ICMA) announced that it had awarded its Certificate of Excellence to Fairfax County for the seventh consecutive year. The County is among only 30 jurisdictions across the nation being recognized for their superior efforts and results in performance measurement and management with this award – the organization's highest level of recognition – from the ICMA Center for Performance Measurement™ (CPM). The Certificate of Excellence is the highest of CPM's three levels of recognition, and pays special tribute to the County's efforts in identifying and reporting to the public key outcome measures and surveying of residents and employees, as well as the pervasiveness of performance measurement in the County's culture.

Fairfax County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2015, received the Certificate of Achievement for Excellence in Financial Reporting for the 39th year from the Government Finance Officers Association (GFOA). Fairfax County has also earned GFOA's Distinguished Budget Presentation Award for the past 32 years. This award represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff to meet the highest principles of public budgeting. The Association of Public Treasurers of the United States and Canada ("APT") has awarded the County certification for its investment policy every year since 1998, confirming that the County meets the high public investment standards set forth by the Association. Written investment policies submitted to the APT received vigorous peer team review for conformity with principles of sound investment management, careful public stewardship, and adoption of the profession's best practices.

Public Schools

Fairfax County Public Schools ("FCPS") is the largest educational system in the Commonwealth of Virginia and the tenth largest school system nationwide, ranked by enrollment. The system is directed by a twelve person School Board elected by County residents to serve four-year terms. A student representative with a one-year term participates in the School Board's discussions but does not vote. Because the School Board is not empowered to levy taxes or to incur indebtedness, the operating costs of FCPS are provided by transfers to the School Board from the General Fund of the County and the federal and Commonwealth governments (see the "FINANCIAL INFORMATION – General Fund Summary" herein). Capital construction funding for public school facilities is provided primarily by the sale of general obligation bonds of the County.

The FCPS system is a high quality system offering a variety of programs. There is a strong academic program for college-bound students. Almost 93% of FCPS class of 2015 graduates self-reported plans to enroll in post-secondary educational programs. In addition to the traditional academic curriculum, the Thomas Jefferson High School for Science and Technology provides a four-year college preparatory program for students who have a strong interest and high aptitude in mathematics, science, computer science, engineering, or related professional fields. The school is designated as one of the Governor's magnet schools for science and technology, and students from other Northern Virginia counties are admitted on a tuition-paying basis.

FCPS also offers an extensive program for students pursuing opportunities in technical careers, with courses in business, health occupations, industrial technology, marketing, trade and industrial, and

family and consumer sciences studies. In addition, there are special programs offered for gifted children and for students with disabilities spanning ages 2 through 21. FCPS also provides an extensive adult education program offering basic education courses and general education, vocational, and enrichment programs.

As of FY 2017, the School Board operates 191 schools and 7 special education centers:

Fairfax County Public Schools

<u>Type of School</u>	<u>Number of Public Schools</u>
Elementary School	141
Middle School	23
High School	22
Secondary Schools ¹	3
Alternative High Schools	2
Special Education Centers	7
Total	198

Source: Fairfax County Public Schools FY 2017 Approved Budget

¹Grades 7-12.

The number of students attending Fairfax County Public Schools increased overall between FY 2007 and FY 2016. Enrollment for FY 2016 was 185,979, an increase of 21,493 students over the FY 2007 enrollment. FY 2017 approved enrollment is 186,842 students.

Fairfax County Public Schools Enrollment

<u>Fiscal Year</u>	<u>Number of Public School Students</u>	<u>% Change</u>
2007	164,486	-
2008	166,307	1.11
2009	169,538	1.94
2010	172,391	1.68
2011	174,933	1.47
2012	177,918	1.71
2013	181,259	1.88
2014	183,895	1.45
2015	185,914	1.10
2016	185,979	0.03
2017	186,842	0.46

Source: Fairfax County Public Schools FY 2017 Approved Budget

The average per pupil expenditures based on FY 2017 approved budget operating costs for several Washington metropolitan area jurisdictions are as follows:

Washington Metropolitan Area Per Pupil Expenditures

<u>Jurisdiction</u>	<u>Per Pupil Expenditures</u>
Arlington County	\$18,616
Falls Church City	18,032
Alexandria City	16,561
Montgomery County (Md.)	15,341
Fairfax County	13,718
Prince George's County (Md.)	12,992
Manassas City	12,393
Loudoun County	12,700
Manassas Park	11,143
Prince William County	10,724

Source: FY 2016 Washington Area Boards of Education Guide, FCPS FY 2017 Approved Budget

Of the Advanced Placement (AP) tests taken by FCPS students in 2015, 70% rated a score of 3 or above (on a grading scale of 1 to 5). In 2015, 37,291 AP test were given, an increase of 19.7% from 2011. Students who score a 3 or above on at least three AP exams are recognized by the College Board as AP Scholars; the total number of FCPS students recognized as AP Scholars rose from 5,176 in 2011 to 6,155 in 2015.

For the 2014-2015 school year, FCPS' average SAT score was 1669, compared with the Virginia average of 1523 and the national average of 1462.

Public Works

The Department of Public Works and Environmental Services (DPWES) provides essential management, professional engineering, design, and construction services in support of the construction of roads, sidewalks, trails, storm drainage, sewers, street lights, bus shelters and public facilities (except schools, housing, and parks). DPWES is also responsible for the acquisition of land for, and timely construction of, public facilities projects contained in bond referenda questions approved by the voters of Fairfax County. See "DEBT ADMINISTRATION – Bond Referenda Authorization" herein.

Wastewater generated in the County is treated at one County-owned treatment facility (Noman M. Cole, Jr. Pollution Control Plant), four inter-jurisdictional treatment facilities (District of Columbia Water and Sewer Authority's Blue Plains Facility, and plants operated by the Upper Occoquan Sewage Authority, Arlington County, and the Alexandria Renew Enterprises), and one private treatment facility (Harbor View Wastewater Treatment Plant). The County's treatment capacity in the six facilities totals approximately 157 million gallons per day ("mgd"). In addition, the County has purchased 1.0 mgd from the Loudoun County Sanitation Authority and 0.1 mgd of capacity from the Prince William County Service Authority for future flow needs in the southern portion of the County.

DPWES manages and operates the I-95 Sanitary Landfill located on approximately 500 acres in the southern portion of the County. This facility is operated on a "special fund" basis, which utilizes tipping fees to pay for the operation and capital expenditures of the landfill. Since January 1, 1996, the landfill has been dedicated to the disposal of ash generated primarily by the incineration of municipal solid waste at the Arlington/Alexandria Energy-from-Waste Facility and the Fairfax County I-95 Energy/Resource Recovery Facility ("E/RRF"). On older portions of the landfill, the County has initiated closure activities which involve placing a synthetic or low permeability soil cap over the closed section of the landfill along with installation of landfill gas extraction wells and leachate collection systems.

Capping activity has been completed on approximately 260 acres of the site. The closure project is a multi-phase construction project to continue through the remaining life of the facility. The County has established reserves for this purpose and has met the financial assurance requirements established by the Virginia Department of Environmental Quality regarding closure and post-closure care. Additional landfill requirements, whether debris or municipal solid waste, are met through separate contracts.

The E/RRF burns solid waste delivered to the facility from the County as well as portions of the District of Columbia, Prince William County, and Loudoun County. The facility has a dependable electric capacity rating of 63 megawatts for sale to Dominion Virginia Power, although it has the ability to generate over 80 megawatts. Fairfax County and the Fairfax County Solid Waste Authority, which was created by the County, entered into a service contract in August 1987 with Ogden Martin Systems of Fairfax (now Covanta Fairfax, Inc.), under which Covanta Fairfax, Inc., was obligated to design, construct, operate, and maintain a 3,000 ton per day resource recovery facility at the I-95 Landfill Site.

During FY 2016, the E/RRF processed over 772,868 tons of material towards the County's delivery commitment, exceeding the guaranteed requirements by 2,868 tons and the FY 2017 projected tonnage is 650,000. On April 11, 2014, the County and Covanta Fairfax, Inc. entered into a Waste Disposal Agreement (WDA) that became effective February 2, 2016, and has an initial five year term. Under the WDA, the County's delivery commitment is 650,000 tons (as may be adjusted under the terms of the WDA).

Transportation

General

Fairfax County is served by various highway, rail and air transportation facilities. The Capital Beltway (Interstate Highways 95 and 495), Interstate Highways 395, and 66 and the Dulles Toll Road provide access to all parts of the Washington metropolitan area and major surface transportation corridors along the eastern seaboard. The Washington Metropolitan Area Transit Authority ("WMATA") Metrorail system provides area residents with one of the largest and most modern regional transit systems in the world.

Two major airports serve the County with daily national and international service. Washington Dulles International Airport ("Dulles Airport"), located along the County's western boundary, is also the site of a designated Foreign Trade Zone. Ronald Reagan Washington National Airport, located a few miles east of the County, is accessible by Interstate Highways 66 and 395. In 1987, control of these facilities was transferred by a 50-year lease from the federal government to the Metropolitan Washington Airports Authority ("MWAA"), a public authority created by inter-jurisdictional compact between the Commonwealth and the District of Columbia. In June 2003, the lease was extended to 2067.

Ground transportation receives significant attention from the County, primarily in an effort to relieve traffic congestion along the major arterials leading to Washington, D.C. and also to facilitate cross-County movement, connecting established and developing centers of commerce and industry. Recent efforts have included increased local funding for highway improvements, establishment of transportation improvement districts, creation of County transit systems, continued participation in WMATA, and other improvements which encourage increased use of Metrorail, bus services, and carpooling. The County also participates in a regional commuter rail system to expand transportation services available to County residents. In Virginia, the Commonwealth is generally responsible for highway construction and maintenance. However, highway improvement needs in Fairfax County far exceed the highway revenues available from the Commonwealth.

Since 1993 funding for County transportation projects has been received from Commonwealth bond financing, Federal Highway Reimbursement Anticipation Notes, Commonwealth general funds, fuel tax collections, County bond financing, Northern Virginia Transportation Authority tax collections and other revenue sources. A few of the many projects supported by these funding sources have included the Fairfax County Parkway, the County's share of capital costs for the WMATA's Metrorail system, the Dulles Toll Road, and improvements to U.S. Route 1, U.S. Route 29, I-66, I-95, I-495, the Fairfax County Parkway, State Route 7 and State Route 28.

Metro Transit System

Since 1970, Fairfax County and the other major political subdivisions in the Washington, D.C., metropolitan area have contracted with WMATA to finance, construct and operate a 103-mile Metrorail subway and surface rail transit system. Funding for the construction of the Metrorail system has come from direct Congressional appropriations and by direct local contributions. Five Interim Capital Contributions Agreements between WMATA and the participating political jurisdictions were executed to fully fund and complete the 103-mile adopted regional system. By 2020, 23 additional miles are expected to be added to the system with completion of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport. In July 2014, 11.7 miles of the Silver Line were completed and began operation.

WMATA's Board of Directors periodically adopts a Capital Improvement Plan ("CIP"), which prioritizes and maintains the existing capital plant and rolling stock of the Metrobus and Metrorail systems. The regional counter-parties to WMATA periodically agree to updated funding agreements regarding their portion of capital priorities and infrastructure renewal projects. The County issues bonds as the primary source of the County's share of WMATA's CIP.

The County's operating assistance to WMATA is funded from the General Fund, gasoline tax receipts, and State aid. Fairfax County's share of the bus and rail operating subsidies for FY 2007-FY 2017 are shown in the following table:

Fairfax County WMATA Operating Subsidies
(Millions of Dollars)

<u>Fiscal Year</u>	<u>Bus Operations^{1,2}</u>	<u>Rail Operations¹</u>	<u>ADA Para- transit¹</u>	<u>Less State Aid³</u>	<u>Less Gas Tax Receipts⁴</u>	<u>Adjustments and Interest Applied</u>	<u>Net General Fund</u>
2007	\$37.368	\$17.496	\$5.803	\$19.406	\$20.885	\$1.990	\$18.386
2008	36.745	19.267	7.088	21.375	22.610	1.287	17.828
2009	45.292	17.665	7.565	39.836	23.490	0.000	7.196
2010	40.204	22.622	9.164	46.003	17.799	0.300	7.888
2011	45.387	15.598	11.347	44.745	21.838	0.300	5.449
2012	47.458	19.481	12.410	46.252	26.163	2.259	4.675
2013	48.829	26.209	12.424	49.734	28.568	0.056	9.104
2014	52.118	34.952	13.351	63.893	23.274	4.119	9.135
2015	53.349	39.271	13.367	69.971	24.501	1.974	9.541
2016	57.820	46.666	13.661	91.867	17.262	0.168	8.850
2017	63.360	42.186	13.262	84.828	22.800	0.150	11.030

Source: Fairfax County Department of Transportation and Department of Management and Budget

¹ The amounts shown for operating subsidies represent actual disbursements in those years. Adjustments based on final WMATA annual audited figures are incorporated in the fiscal year in which the credit for an overpayment was applied or a debited amount was paid rather than the fiscal year in which the credit or debit was earned. Fiscal Years 2007-2016 are actual, FY 2017 is the Revised budget amount.

² Includes other service enhancements.

³ Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

⁴ A 2% retail gasoline tax is dedicated to mass transit costs in those Northern Virginia jurisdictions covered by the Northern Virginia Transportation Commission ("NVTc"). The receipts from this tax are paid to NVTc which then allocates these funds to participating jurisdictions for payment of transit operating, capital and debt service costs.

Tax Districts

Transportation improvement districts provide another source of funding for transportation improvements in the County. The County, together with Loudoun County, a neighboring jurisdiction, formed the Route 28 Highway Transportation Improvement District (the "Route 28 District") in 1987 to accelerate highway improvements proposed by the Commonwealth to State Route 28. State Route 28 runs approximately parallel to the County's western border and connects State Route 7 in eastern Loudoun County to U.S. Route 50 and Interstate Highway 66 in western Fairfax County. The initial improvements, which consisted of expanding State Route 28 from two to six lanes, with additional turning lanes, are now complete. State Route 28 provides access to Washington Dulles International Airport, as do the Dulles Access Road and the Dulles Toll Road, both of which connect the Capital Beltway to Dulles Airport. Such improvements were financed from proceeds of a special improvements tax (the "Route 28 Special Improvements Tax") collected from owners of real property zoned for commercial and industrial use in the Route 28 District and bonds issued by the Fairfax County Economic Development Authority (the "EDA") secured by the Route 28 Special Improvements Tax collections.

In 2001, the Virginia General Assembly enacted legislation permitting the creation of one or more special transportation taxing districts located between the West Falls Church Metrorail station and the Dulles Airport area to provide a means of financing an extension of rail service in the Dulles Corridor. The structure of any such district is modeled after the existing Route 28 District. In February 2004, pursuant to a petition submitted by landowners representing a majority of the assessed value of property zoned for commercial or industrial use in the Tysons and Reston commercial districts, the Board of Supervisors formed the Phase I Dulles Rail Transportation Improvement District (the "Phase I District")

to provide funds to support the County's share of Phase I of a proposed expansion of the Metrorail system to Dulles Airport and beyond ("Phase I"). Funds for financing the County's \$400 million share of the Phase I expansion of the Metrorail system are provided from a real estate tax levy on all property zoned for commercial and industrial use in the Phase I District (the "Phase I Special Improvements Tax"). As of December, 2013 the County provided to MWAA its required \$400 million share for the Phase I Project from the proceeds of the Phase I Special Improvements Tax and from bonds issued by the EDA secured by the Phase I Special Improvements Tax collections. Metrorail service for Phase I began in July 2014.

Phase II of the proposed expansion of the Metrorail system ("Phase II") will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. In October 2009, the County received a valid petition to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts to provide \$330 million toward the County's portion of the Phase II financing. The Phase II tax district was approved by the Herndon Town Council on November 11, 2009, and by the Fairfax County Board of Supervisors on December 7, 2009. On May 9, 2014, the United States Department of Transportation ("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 project costs (the "TIFIA Loan"). The TIFIA Loan closed on December 17, 2014. As of May 31, 2017, the outstanding balance on the TIFIA Loan including accrued interest is \$303,745,793.

County Transit Systems

Within the County, the Fairfax Connector System provides feeder bus service to Metrorail Stations. The Fairfax Connector operates 84 routes to 13 Metrorail Stations which include the Dunn Loring, Franconia-Springfield, Greensboro, Huntington, McLean, Pentagon, Pentagon City, Spring Hill, Tysons Corner, Van Dorn Street, Vienna, West Falls Church, and Wiehle-Reston East stations. Private contractors operate and maintain the service and have the responsibility to employ and supervise all transit personnel, while the Board of Supervisors maintains control and approves all policies for bus service such as routes and service levels, fare structures, and funding assistance. The Fairfax Connector System is supported from General Fund and fare box revenues. The FY 2017 Revised Budget Plan also includes support of \$15.6 million from State aid. The Fairfax Connector carried approximately 9.8 million passengers in FY 2015 and FY 2016 ridership is projected to be approximately 9.9 million. Fairfax Connector System expenditures totaled approximately \$89.7 million in FY 2016, including capital expenditures. The County runs three permanent maintenance and garage facilities for the Fairfax Connector System, with bus operations management provided by a third-party contractor.

Commuter Rail

Fairfax County is a member of the Northern Virginia Transportation Commission and, in cooperation with the Potomac and Rappahannock Transportation Commission, is a participating jurisdiction in the operation of the Virginia Railway Express ("VRE") commuter rail service. As of December 2015, the service consisted of seven peak period trips from south of the County in the Spotsylvania County to north of the County in the District of Columbia and six peak trips that run from west of the County in the City of Manassas to north of the County in the District of Columbia. Under a Master Agreement among VRE's participating jurisdictions, the County is to contribute to capital, operating, and debt service costs of the VRE on a pro rata basis according to its share of ridership. The County's share of the FY 2017 commuter rail operating and capital budget is \$5.2 million.

Parks, Recreation and Libraries

Fairfax County provides a variety of recreational, educational, and cultural activities and services. In FY 2016, the Fairfax County Public Library system (the "Library System") made more than 12.0

million loans and recorded more than 4.7 million visits to its 23 branches, and reported more than 4.6 million user visits to its web site. The Library System offers free events and activities, including puppet shows for toddlers, story time for school-aged children, book discussion groups for teens, author visits for adults, and English conversation classes for English for Speakers of other Languages customers (or new arrivals). The Library System also makes library services available and accessible to people who have disabilities or are homebound.

The Department of Community and Recreation Services provides a variety of recreational, community, and human services for County residents. These services include senior adult programs and centers, therapeutic recreation services for individuals with disabilities, a variety of youth programs including recreational activities at youth centers, community-based recreational opportunities, support for Fairfax County's various volunteer sports councils and leagues, and a variety of volunteer opportunities.

Fairfax County also operates an extensive park system that provides a variety of recreational activities and facilities. Under the direction of a 12-member Park Authority Board appointed by the Board of Supervisors, the Fairfax County Park Authority ("FCPA") works with constituents, government leaders and appointees to implement Park Authority Board policies, preserve and protect natural and cultural resources, and facilitate the development of park and recreation programs and facilities. FCPA oversees operation and management of a 23,372-acre County park system with 427 parks, nine recreation centers, eight golf courses, an ice skating rink, 210 playgrounds, 668 public garden plots, five nature centers, three equestrian facilities, 420 Park Authority athletic fields, 40 synthetic turf fields, 10 historic sites, two waterparks, a horticultural center, and more than 324 miles of trails. In FY 2016, FCPA welcomed almost 17 million visitors to parks, groomed fields for more than 200 youth and adult sports organizations, improved its trail system, and worked to control non-native invasive plants, promote native species and preserve woodlands and green open spaces.

FCPA charges fees for the use of certain park facilities including the recreation and fitness centers, classes, camps, programs and golf courses, which are operated on a cost recovery basis, and represent approximately 65% of FCPA's funding. The remaining operating funds are appropriated by the Board of Supervisors from the County's combined general fund, providing the main operating funds for natural and cultural preservation and protection, administrative tasks, general access parks, planning and development, and park maintenance and operations. User fees do not cover the cost of new development of facilities, land acquisition, or the major renovation of existing facilities. These improvements are funded primarily through revenue bonds and general obligation bonds. General obligation bonds are primarily used for the renovation of existing facilities.

The Northern Virginia Regional Park Authority ("NVRPA"), an independent entity in which the County participates, operates 30 parks covering approximately 11,000 acres throughout Northern Virginia including the County. NVRPA is continually in the process of completing, acquiring, developing, or expanding its regional park facilities.

Community Development

The Fairfax County Redevelopment and Housing Authority ("FCRHA") was established in 1966 to meet low and moderate income family housing needs. It owns or administers housing developments in Fairfax County with staff and funding provided from County, federal, Commonwealth, and private sources. As of January 2016, the FCRHA owns or operates 77 properties, which are comprised of over 3,800 apartments, townhouses, senior retirement homes, and assisted living facilities. The FCRHA also owns other specialized housing such as mobile home pads and beds in group homes. The FCRHA also administers 3,868 federal Housing Choice Vouchers. In FY 2015, 17,690 people were served through the FCRHA's three major affordable housing programs: Public Housing, the Housing Choice Voucher program, and the Fairfax County Rental Program (FCRP). In FY 2015, the average income of households

served in these three programs was approximately \$24,200, or 25% of Area Median Income for a family of three (the average size of the households served). This meets the U.S. Department of Housing and Urban Development's (HUD) definition of "extremely low income."

FCRHA has provided financing with low-income housing tax credits for privately owned developments that reserve a total of 1,655 units for lower income tenants. Fairfax County's Workforce Housing policy, adopted by the Board of Supervisors in 2007, is a proffer-based incentive system designed to encourage the voluntary development of new housing affordable to a range of moderate-income workers in Fairfax County's high-rise/high-density areas. The County's Comprehensive Plan provides for a density bonus of up to one unit for every workforce unit provided by a developer, with the expectation that at least 12% of units, and up to 20% depending on location, in new developments be affordable or workforce housing.

In April 2004, the Board of Supervisors adopted its Affordable Housing Preservation Initiative to preserve affordable housing units. The centerpiece of the Initiative was the creation of the "Penny for Affordable Housing Fund." Beginning in FY 2006, the County's budget each year included the equivalent of one penny on the County's real estate tax rate for the preservation and production of affordable housing in the County. In FY 2010, the Penny Fund was reduced to the equivalent of half of one penny. In FY 2017, this funding equated to \$11,700,000 for affordable housing.

Other County services include efforts to increase local employment opportunities by encouraging and retaining business and industrial development through the County's Economic Development Authority. On July 1, 2007, the County established an Office of Community Revitalization and Reinvestment ("OCR"). The mission of the OCR is to facilitate strategic redevelopment and investments within targeted commercial areas of the County that align with the community vision, and improve the economic viability, appearance and function of those areas. Among other initiatives, the OCR is charged with working with property owners and the community to facilitate interest and participation in commercial development activities, and to develop public/private partnerships that further the County's revitalization, redevelopment, and reinvestment efforts.

Health and Welfare

The County provides services designed to protect, promote, and improve the health and welfare of Fairfax County citizens through a decentralized human services program. Based on individual needs, County human service centers define a comprehensive assistance plan that utilizes the services provided by all County departments. The County operates human service centers in locations convenient to residents to provide financial, medical, vocational, and social services. The Fairfax-Falls Church Community Services Board ("CSB") responsible for planning, organizing, and providing services to individuals who have a mental illness, intellectual disability, or a substance use disorder. The CSB provides state mandated services to assist, improve, and maximize the potential of individuals affected by these conditions and strengthen their capacity for living self-determined, productive, and valued lives. The CSB is part of the Fairfax County Human Services System providing its services at many sites throughout the County, including seven community mental health centers, several outpatient sites, a detoxification center, group homes, consumer-operated drop in centers, and several specialized residential treatment sites.

The County also provides subsidized day care programs for older adults and children of low-income families, two special needs centers that serve emotionally disturbed or physically challenged children, and group homes for youth with serious emotional disturbances. Residential treatment services are also offered in the areas of substance abuse as well as substance abuse outpatient and specialized day

treatment programs. Vocational and residential programs are also available for adults with intellectual disabilities and serious mental illness.

Financial assistance and social services are available to eligible residents. For low-income families and individuals, the Department of Family Services (“DFS”) administers federal, Commonwealth, and local programs, such as public assistance, employment and training, and subsidized child care, as well as programs targeted to at-risk children, such as child abuse prevention, Child Protective Services, Foster Care and Adoption, and services purchased under the Comprehensive Services Act. For older adults, DFS also administers programs that include federal funds granted to localities, Commonwealth funds and additional support from the County. The federal and state governments partially reimburse DFS for the cost of administering the programs based on an annual allocation to the County as well as program costs. DFS operates the County’s School-Age Child Care (“SACC”) program in 139 centers located in 136 Fairfax County Public Schools (“FCPS”), one FCPS community building, one County recreation center, and one County community center. Approximately 11,000 children participate in before-and-after-school SACC programs during the school year and in full-day programs in the summer and during school vacations. Since FY 1986, the County has provided a comprehensive County transportation service, Fastran, for qualified elderly, disabled, and low-income persons. Transportation is provided by bus, van, or cab on a door-to-door basis to County programs, medical care, grocery stores, and other destinations.

Judicial Administration

Fairfax County’s court system is one of the most sophisticated systems in Virginia in its use of advanced case management techniques and rehabilitation programs. The County uses automated systems to support case docketing and record retrieval, electronic filing and imaging in the land recordation process, juror selection, service of notices and subpoenas, and the processing of criminal and traffic warrants and collecting delinquent tax obligations.

The County has undertaken rehabilitation efforts through the Juvenile and Domestic Relations District Court and the Office of the Sheriff. These efforts include work training programs and counseling services for both adult and juvenile offenders. Additionally, residential treatment services are provided for juvenile offenders, and a work release program is provided for offenders confined in the County’s Adult Detention Center.

Public Safety

A number of agencies share responsibility for public safety in Fairfax County. The Police Department, which is responsible for law enforcement, had an authorized strength of 1,375 police officers, 31 animal control officers, and 352 civilian personnel, with 6 positions supported by grant funding, effective July 1, 2016. The agency is accredited by the Virginia Law Enforcement Professional Standards Commission, which signifies the Department’s compliance with standards that are specific to Virginia law enforcement operations and administration. The commanders of the eight police district stations located throughout the County have considerable latitude to tailor their operations to provide police services in ways most responsive to the needs of their respective communities, including community policing endeavors. The department has specialized units that operate as both standing (staffed full time) and non-standing units (staffed as needed), including the Helicopter Division, which operates two helicopters to provide support to general police operations, traffic monitoring, emergency medical evacuation, and rescue support; the Criminal Intelligence Unit, which provides an effective response to organized criminal activity including terrorist-related, gang, and bias crimes; the Gang Unit, which provides regional leadership directed at combating gang crime through prevention and enforcement initiatives; and the Language Skills Support Unit, which serves to bridge the gap in the diverse cultures in

the community by providing language support for the successful resolution of major criminal investigations.

Over the past 10 years, the County has maintained one of the lowest rates of serious crimes among jurisdictions in the Washington, D.C., metropolitan area and among comparable suburban jurisdictions throughout the United States. Additionally, the Police Department has continually attained a clearance rate for violent crimes such as murder, rape, and robbery far above the national averages for such offenses. At the same time, Fairfax County has maintained one of the lowest per capita costs for police services of all the local jurisdictions in the Washington metropolitan area.

Fire and rescue services are provided by 1,405 paid uniformed personnel, 187 paid civilian support personnel, and approximately 300 operational volunteers as of January 1, 2017. The County operates 38 fire and rescue stations. The department operates various specialty units, including paramedic engine companies, a hazardous materials response unit, a technical rescue operations team, an arson canine unit, and a water rescue team whose members are certified in swift water rescue. The department also supports regional, national, and international emergency response operations through maintaining and supporting the Urban Search and Rescue Team (“US&R”). US&R operates under the auspices of the Department of Homeland Security for domestic responses and is sponsored by the United States Agency for International Development/Office of Foreign Disaster Assistance for international deployments. In addition to emergency response, the department provides various non-emergency services.

In May 2004, the Office of Emergency Management was established as a separate agency serving as the County’s focal point for emergency preparedness and internal and external coordination to respond to natural, technological, and terrorist-related emergencies. Employees provided emergency management services for Fairfax County, including the Towns of Clifton, Herndon and Vienna. The major areas of focus include emergency management planning and policy, the County-wide emergency training and exercise program, public preparedness and education, and enhancement of response and recovery capabilities.

Water Supply Service

Fairfax Water (“FW”) provides retail water service to residents of Fairfax County and the cities of Fairfax and Falls Church. In addition, FW supplies water for resale, principally in the City of Alexandria, Loudoun County, Prince William County, Fort Belvoir, and the Towns of Vienna and Herndon. The average total retail and wholesale population served by FW is estimated at 2,000,000 persons. FW, which operates the largest water system in the Commonwealth of Virginia, was established by the Board of Supervisors in 1957 to develop a comprehensive, County-wide water supply system through the acquisition of existing systems and the construction of new facilities. FW is an independent body administered by a ten-member board appointed by the Fairfax County Board of Supervisors. FW finances its capital improvements through the issuance of revenue bonds that are not backed by the full faith and credit of the County but principally repaid by revenues derived from charges for services rendered. Effective April 1, 2017, FW’s basic retail water charge was set at \$2.81 per 1,000 gallons, plus a quarterly service charge (currently \$12.20 for most single-family homes and townhouses). To pay for treatment and pumping capacity which is used only during periods of high demand, FW also levies a peak use charge of an additional \$3.80 per 1,000 gallons on customers who exceed their winter quarter consumption by 6,000 gallons or 33%, whichever is greater. There also are fees for initial connection to the system and for opening, closing, or transferring an account.

FW uses three sources of water supply (Occoquan and Potomac Rivers and the Washington Aqueduct), operates associated treatment, transmission, storage, and distribution facilities, and provides service to approximately 280,000 retail accounts in Fairfax County, with an average daily consumption of

about 171 million gallons per day (“mgd”). The combined maximum daily capacity of the supply and treatment facilities is 376 mgd, which is sufficient to meet current demand.

Under an agreement with the Board of Supervisors, FW annually submits a 10-year capital improvement program which is reviewed and approved by the Board of Supervisors as part of the County’s total capital improvement program. FW’s 10-year Capital Improvement Program for FY 2017-2026 includes projects totaling \$752,822,000.

ECONOMIC FACTORS

Economic Development

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority (“EDA”), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs, and assist in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at 116.7 million square feet as of year-end 2016. At that time, construction activity totaled nearly 3.1 million square feet. Nearly 85 percent of the space under construction has been pre-leased. The direct vacancy rate for the office market was 15.8 percent as of year-end 2016. Including sublet space, the office vacancy rate was 16.8 percent.

The base of technology-oriented companies, particularly in computer software development, computer systems integration, telecommunications, and Internet-related services, has served as a magnet for the expansion and attraction of business and professional services. Government contractors, as well as diversified business and financial services, have added to the demand for prime office space in a number of key employment centers throughout the County.

Federal civilian employment in the County makes up 4.0 percent of the total jobs in the County. Federal jobs increased in 2015 but by mid-2016, the number of federal civilian jobs had decreased slightly. Overall employment rose 1.3 percent in 2015 after falling 0.6 percent in 2013 and another 1.2 percent in 2014. The positive trend continued during 2016. In the second quarter of 2016, total non-farm employment in the County was 598,572, an increase of 1.4 percent compared to the second quarter of 2015. Employment in the Professional and Business Services sector also increased by 0.8 percent during this time. After increasing in FY 2014, federal procurement spending in the County decreased 2.8 percent to \$22.9 billion in FY 2015. County General Fund revenue rose 3.0 percent in FY 2016, in part due to an increase of 3.5 percent in current year real estate tax receipts. Current personal property tax receipts rose 2.0 percent in FY 2016, while Business Professional and Occupational License (BPOL) revenue increased a modest 0.7 percent. The combined Consultant and Business Service Occupations categories, which represent 42.1 percent of total BPOL receipts and include federal contractors decreased 1.0 percent from the FY 2015 level. The remaining categories rose a combined 1.9 percent. Sales Tax receipts rose 1.4 percent in FY 2016.

There are over 100 hotels in the County, totaling over 18,500 hotel rooms. A 160-room hotel opened in 2016 in the Seven Corners area of the County, and another was delivered in the Tysons area. Hotel development parallels commercial construction in terms of diversity of concept and design with a variety of product and service mixes (all-suites, business meeting facilities, and leisure facilities) in the marketplace.

Improvements to the County's transportation system, including increased service levels at Washington Dulles International Airport, helped increase corporate activities dependent on immediate access to travel throughout the region, country, and world. The Metrorail service extension (the Silver Line) from the East Falls Church station, through Tysons through Dulles Airport, to Route 772 in Loudoun County will continue to help foster economic growth.

The Board of Supervisors and the County actively support revitalization and redevelopment throughout the County, particularly in its more mature business areas. Many enhancements have been made to the residential and commercial neighborhoods in Annandale, Bailey Crossroads/Seven Corners, the Lake Anne section of Reston, the Springfield and McLean central business districts, Merrifield, and the Richmond Highway corridor in the southeastern portion of the County. A number of capital improvement projects and other construction in process or already completed have improved the appearance and quality of life of these communities.

The most notable area of redevelopment in the County, Tysons—Fairfax County's "downtown"—is undergoing a transformative land-use replanning effort. Spurred by the Metrorail expansion project, the County is working to set the stage for Tysons's evolution into a more urban-scale, pedestrian-friendly environment, with more housing, recreation and open space in addition to more-dense office and retail development. Tysons currently has over 36.6 million square feet of office, retail, and other commercial space and is behind only downtown Washington's Central Business District and the East End submarkets in the entire Washington D.C. metropolitan area in total office inventory, and has 13.9 million square feet of residential space. Now that Phase I of the Metrorail expansion has been completed, it is expected that Tysons will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades. County staff continues to evaluate potential arrangements for financing the public share of Tysons infrastructure improvements and to facilitate co-operative funding agreements with the private sector. County staff, in cooperation with private participants, created a new 501(c)(6) membership organization known as the Tysons Partnership in January 2011. The Tysons Partnership provides a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance. On January 8, 2013, the Board of Supervisors established, by ordinance, the Tysons Transportation Service District No. 1 (the "Tysons Service District") to provide transportation infrastructure and transit services within Tysons. As the governing board of the Tysons Service District, the Board of Supervisors is empowered to levy and collect a tax on any property within Tysons Service District's boundaries to finance the transportation infrastructure and transit services projects. The tax rate of \$0.04 per \$100 of assessed value was adopted by the Board of Supervisors as part of the FY 2014 Adopted Budget Plan, and this rate remained unchanged as part of the FY 2015 Adopted Budget. However, in the FY 2016 Adopted Budget, the tax rate increased one cent from \$0.04 to \$0.05 per \$100 of assessed value. The tax rate remained unchanged at \$0.05 per \$100 of assessed value in the FY 2017 and FY 2018 Adopted Budgets.

Employment

As of the fourth quarter of 2016, there were more than 37,000 payroll business establishments (units) including global, corporate and regional headquarters, technology firms, sales and marketing offices, and business services located in Fairfax County, employing over 602,000. Local businesses create employment in diversified areas like computer software development and systems integration, technical services, management consulting, government contracting, Internet-related services, wholesale and retail trade, and financial services. The following table presents data on the average number of payroll establishments and employment by major industry classification in Fairfax County as of the fourth quarter of 2016.

**Businesses and Employment by Industry
Fairfax County, Virginia¹**

<u>Industrial Classification</u>	<u>Number of Establishments</u>	<u>Average Payroll Employment for Quarter</u>
Agriculture, Forestry, Fishing and Hunting	19	109
Mining, quarrying, and oil and gas extraction	13	192
Utilities	21	1,148
Construction	2,361	23,432
Manufacturing	475	5,702
Wholesale Trade	1,225	14,097
Retail Trade	2,768	56,112
Transportation and Warehousing	396	7,030
Information	916	20,353
Finance and Insurance	1,700	26,910
Real Estate and Rental and Leasing	1,581	9,510
Professional and Technical Services ²	10,624	154,964
Management of Companies and Enterprises	363	17,743
Administrative and Waste Services	2,093	40,395
Educational Services	671	11,047
Health Care and Social Assistance	3,961	55,283
Arts, Entertainment, and Recreation	371	7,301
Accommodation and Food Services	2,196	45,013
Other Services except Public Administration	5,188	21,286
Unclassified	579	1,185
Federal Government, all industries	143	24,239
State Government, all industries	31	9,309
Local Government, all industries	<u>92</u>	<u>50,394</u>
Total	37,787	602,754

Source: U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Fairfax County, fourth quarter 2016

¹Excludes self-employed business owners.

²The Services category includes professional and technical services, health care and social assistance, management services, educational services, accommodation and food services, arts, entertainment and recreation, administrative and waste services, and membership organizations and trade associations.

The following is a list of the largest private, base sector (non-retail) employers as of April, 2016. Companies are alphabetized in their size category.

Largest Private Employers in Fairfax County

4,000-7,000+ Employees

<u>Company Name</u>	<u>Type of Business</u>
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Federal Home Loan Mortgage Corp. (Freddie Mac)*	Finance and Insurance
General Dynamics*	Professional, Scientific and Technical Services
Inova Health System*	Health Care and Social Assistance

1,000-3,999 Employees

<u>Company Name</u>	<u>Type of Business</u>
Accenture	Professional, Scientific and Technical Services
AECOM	Professional, Scientific and Technical Services
Amazon Web Services	Information
AT&T	Information (Telecommunications)
BAE Systems	Professional, Scientific and Technical Services
Boeing	Professional, Scientific and Technical Services
CACI International	Professional, Scientific and Technical Services
Capital One*	Finance and Insurance
Catholic Diocese of Arlington	Educational Services/Other Services
CGI	Professional, Scientific and Technical Services
CSC	Professional, Scientific and Technical Services
Deloitte	Professional, Scientific and Technical Services
Engility*	Professional, Scientific and Technical Services
Erickson Living (Greenspring)	Health Care and Social Assistance
EY (Ernst & Young)	Professional, Scientific and Technical Services
Harris	Professional, Scientific and Technical Services
HCA Virginia	Health Care and Social Assistance
HP	Professional, Scientific and Technical Services/Information
IBM	Professional, Scientific and Technical Services
ICF International*	Professional, Scientific and Technical Services
Kaiser Foundation Health (Kaiser Permanente)	Health Care and Social Assistance
KPMG	Professional, Scientific and Technical Services
L-3 Communications	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
Lockheed Martin	Professional, Scientific and Technical Services
ManTech International Corp.*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Finance and Insurance
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
PricewaterhouseCoopers	Professional, Scientific and Technical Services
Quest Diagnostics	Health Care and Social Assistance
Raytheon	Professional, Scientific and Technical Services
SAIC*	Professional, Scientific and Technical Services
Sprint	Information
Time Warner Cable	Information
Triple Canopy	Administrative and Support Services
United Parcel Service	Transportation and Warehousing
US Fitness Holdings*	Arts, Entertainment, and Recreation
Vencore*	Professional, Scientific and Technical Services
Verizon	Information
Wells Fargo Bank	Finance and Insurance

500-999 Employees

Company Name	Type of Business
The Aerospace Corporation	Professional, Scientific and Technical Services
AMERICAN SYSTEMS CORP.*	Professional, Scientific and Technical Services
Bechtel	Professional, Scientific and Technical Services
Bright Horizons Children's Centers	Health Care and Social Assistance
Cavalier Maintenance Services*	Administrative and Support Services
CF Management –VA	Administrative and Support Services
Cisco Systems	Professional, Scientific and Technical Services
College Entrance Exam Board*	Educational Services
Crothall Services	Administrative and Support Services
Cvent*	Professional, Scientific and Technical Services
Deltek*	Professional, Scientific and Technical Services
Diversified Maintenance	Administrative and Support
ECS Limited	Professional, Scientific and Technical Services
EMC	Professional, Scientific and Technical Services
Fairfax Radiological Consultants*	Health Care and Social Assistance
Frontpoint Security Solutions*	Administrative and Support Services
Gannett*	Information
Golden Gate Service*	Administrative and Support Services
Hilton Worldwide*	Accommodation and Food Services
HITT Contracting*	Construction
Hyatt Corporation*	Accommodation and Food Services
K12*	Educational Services
Knowledge Universe Education	Educational Services
Laboratory Corporation of America	Professional, Scientific and Technical Services
LMI*	Professional, Scientific and Technical Services
Marriott	Accommodation and Food Services
MAXIMUS*	Professional, Scientific and Technical Services
Microsoft Corporation	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
Middle East Broadcasting*	Information
Mount Vernon	Other Services
MV Contract Transportation	Health Care and Social Assistance
NJVC*	Professional, Scientific and Technical Services
Omniplex World Services*	Administrative and Support Services
SallientCRGT*	Professional, Scientific and Technical Services
Securitas Security Services	Administrative and Support Services
Serco Inc.	Professional, Scientific and Technical Services
Sodexo USA	Accommodation and Food Services
Sunrise Senior Living	Health Care and Social Assistance
Unisys	Professional, Scientific and Technical Services
Washington Post	Information
WGL	Utilities
William A. Hazel*	Construction
Wipro	Professional, Scientific and Technical Services
Volkswagen of America	Management of Companies and Enterprises

Source: Fairfax County Economic Development Authority, List of Largest Employers April 2016. Excludes public-sector and retail entities. Employment figures are for company facilities in Fairfax County only. Additionally, these numbers include employees, not independent contractors. Type of Business description for each firm is based on two-digit North American Industry Classification System (NAICS) codes. Companies may have business activities in other two-digit NAICS sectors.

*Company with headquarters in Fairfax County.

A list of the top ten new or expanded office projects within the County announced in the first quarter of 2017 is shown below:

New or Expanded Commercial Projects

<u>Name of Company</u>	<u>Type of Business</u>	<u>Projected New/Additional Employment</u>
IOMAXIS	Information technology	555
Helix Electric, Inc.	Information technology	416
CACI International, Inc.	Information technology	401
Carahsoft Technology Corporation	Information technology	300
Aerotek	Information technology	200
All Traffic Solutions	Transportation and logistics	85
DPR Construction	Construction	49
Vignet Corporation	Software	35
AnaVation, LLC	Big data and analytics	30
Riza Cloud Solutions	Cloud/virtualization	25

Source: Fairfax County Economic Development Authority

Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. The average unemployment rate in Fairfax County in 2017 through April was 2.9%. The average Virginia and U.S. unemployment rates during the same period were 3.6% and 4.1%, respectively. Reflecting the global recession that began in late 2007 and escalated a year later, Fairfax County's average annual unemployment rate rose to a high of 5.1% in 2010 but has since declined, reflecting an overall leveling out of the economic downturn. The following table shows the average annual unemployment rate in Fairfax County as compared to Virginia and national averages in the past decade.

Average Annual Unemployment Rates

<u>Calendar Year</u>	<u>Fairfax County</u>	<u>Virginia</u>	<u>United States</u>
2007	2.2%	3.0%	4.6%
2008	2.8	3.9	5.8
2009	4.8	6.7	9.3
2010	5.1	7.2	9.6
2011	4.8	6.6	9.0
2012	4.5	6.0	8.1
2013	4.4	5.7	7.4
2014	4.2	5.2	6.2
2015	3.6	4.4	5.3
2016	3.2	4.0	4.9
2017 ¹	2.9	3.6	4.1

Source: U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

¹ Through April 2017.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 598,570 in the second quarter of 2016. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

Covered Employment¹

<u>Second Quarter</u>	<u>Covered Employment in Fairfax County</u>	<u>% Change</u>
2012	597,533	-
2013	595,638	(0.32%)
2014	588,507	(1.20)
2015	596,878	1.42
2016	603,738	1.15

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages
¹ Covered employment means employees covered by state and federal unemployment laws.

Construction Activity

The following table includes data for residential and commercial construction activity in the County:

<u>Fiscal Year</u>	<u>Building Permits</u>				<u>Estimated Housing Units Started</u>
	<u>Residential Properties</u>		<u>Industrial and Commercial Properties</u>		<u>Number</u>
	<u>Number</u>	<u>Estimated Value (000s)</u>	<u>Number</u>	<u>Estimated Value (000s)</u>	
2007	11,419 ¹	\$757,848	4,974 ¹	\$1,297,296	1,599
2008	10,719 ¹	548,759	5,046 ¹	619,613	2,238
2009	8,780 ¹	327,454	4,361 ¹	413,719	1,361
2010	8,977	428,941	3,946	375,126	1,150
2011	9,371	480,268	4,595	397,435	1,797
2012	9,454	538,307	4,308	602,444	3,023
2013	10,610	509,957	3,907	710,488	1,930
2014	10,469	895,638	5,054	660,063	4,154
2015	10,320	529,104	4,714	475,241	2,580
2016	10,268	616,151	4,844	496,006	2,961

Sources: Building permits provided by Fairfax County Department of Public Works and Environmental Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

¹ Includes new and alteration/repair permits issued. Does not include trade permits issued.

Housing

As reported in December 2016, single-family detached housing units represented 47.2% of the total housing units within Fairfax County. Single-family attached housing accounted for 24.3%, and multi-family housing made up the remaining 28.5%. In 2016, the median market value of all owned housing units, including condominiums, in Fairfax County was estimated by the Department of Neighborhood and Community Services to be \$498,341.

Housing Units by Type of Structure

	<u>1980</u>		<u>1990</u>		<u>2000</u>		<u>2016</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Single-Family:								
Detached ¹	125,580	59.3	163,029	53.9	181,591	50.6	195,273	47.2
Attached ²	30,833	14.6	67,306	22.3	87,171	24.3	100,354	24.3
Multi-Family ³	<u>55,333</u>	<u>26.1</u>	<u>72,129</u>	<u>23.8</u>	<u>90,198</u>	<u>25.1</u>	<u>118,119</u>	<u>28.5</u>
Total	<u>211,746</u>	<u>100.0</u>	<u>302,464</u>	<u>100.0</u>	<u>358,960</u>	<u>100.0</u>	<u>413,746</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1980-2000) and 2016 data from Fairfax County Department of Neighborhood and Community Services

¹ Single-Family detached includes all single-family homes and mobile homes

² Single-Family attached includes duplexes, townhouses, and multiplex units

³ Multi-Family includes condominiums, apartments and other units in structures with a common entryway

The average sale price of housing units within the County comparing March 2017 to March 2016 is listed below:

Average Sale Price Housing Units

<u>Type of Structure</u>	<u>March 2017</u>	<u>March 2016</u>	<u>% change</u>
All Homes	\$563,377	\$530,553	6.20%
Detached Homes	744,526	720,907	3.30
Attached Homes	379,320	373,643	1.50

Source: Fairfax County Department of Management and Budget Economic Indicators – April 2017

Colleges and Universities

Sixteen institutions of higher education are located in Fairfax County: George Mason University, ITT Technical Institute, Marymount University, Missouri State University (Department of Defense Studies), Northern Virginia Community College, Potomac College, Stratford University, Strayer University, University of Fairfax, University of North America, University of Phoenix, University of Virginia-Northern Virginia Center, Virginia International University, Virginia Polytechnic Institute, Washington Bible College – Capital Bible Seminary, and Westwood College. Two campuses of the University of Virginia (both Virginia Tech and the Falls Church campus) are located in the Northern Virginia Graduate Center in Fairfax County. George Mason University, with an enrollment of more than 33,000 students, offers over 200 degree and certificate programs. The Northern Virginia Community College serves more than 76,000 students in credit courses and non-credit workforce and professional development programs at six campuses and two centers throughout Northern Virginia. American University, George Washington University, Catholic University, and Virginia Commonwealth University also operate programs in the County's secondary schools and on military installations within the County.

Cultural Amenities

Wolf Trap Farm Park for the Performing Arts, a cultural facility internationally renowned for its ballet, symphony, concert, and opera offerings, and the only national park for the performing arts in the U.S., is located in north-central Fairfax County. Nearly 300 cultural organizations – theater and opera companies, music and dance groups, community arts centers, festivals, and other activities – are based in and around the County. The County also assists in supporting the Fairfax Symphony, an internationally

recognized orchestra that provides a variety of musical programs and outreach services to County residents. Other well-known attractions in the County include Mount Vernon, the home of George Washington; Woodlawn Plantation, George Washington's wedding gift to his nephew; and Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia. The region also boasts professional baseball, basketball, football, ice hockey and soccer.

DEBT ADMINISTRATION

Statement of Bonded Indebtedness

Pursuant to the Constitution of Virginia and the Act, a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the Board of Supervisors of the County is required to levy, if necessary, an annual ad valorem tax on all property in the County subject to local taxation.

As of June 30, 2016, the County had outstanding the following amounts of general obligation bonds:

<u>Purpose</u>	<u>Total General Obligation Bonds</u>
School	\$1,367,061,700
General Government	<u>806,088,300</u>
Total General Obligation Bonded Indebtedness ¹	<u>\$2,173,150,000</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2016

¹See "Debt Administration -- Debt Service on Tax Supported Debt Obligations" herein for outstanding debt service as of July 1, 2017.

The County does not rely upon short-term borrowings to fund operating requirements. The County has never defaulted in the payment of either principal or interest on any general obligation indebtedness.

Limits on Indebtedness

There is no legal limit on the amount of general obligation bonded indebtedness that Fairfax County can at any time incur or have outstanding. However, all such indebtedness must be approved by voter referendum prior to issuance. Since 1975, the Board of Supervisors has established as a financial guideline a self-imposed limit on the average annual amount of bond sales. In May 2006, the Board of Supervisors increased the bond sale target to \$1.375 billion over a 5-year period, or an average of \$275 million annually, with the flexibility to expand to a maximum of \$300 million based on market conditions and/or priority needs in any given year. The actual amount of bond sales will be determined by construction funding requirements and municipal bond market conditions.

The Board of Supervisors also has imposed limits which provide that the County's long-term debt should not exceed 3% of the total market value of taxable real and personal property in the County. The limits also provide that annual debt service should not exceed 10% of annual General Fund disbursements. These limits may be changed by the Board of Supervisors, and they are not binding on future Boards of Supervisors of the County.

Bond Referenda Authorization

[to be updated] The following chart presents by purpose Fairfax County's authorized but unissued general obligation bond indebtedness as of February 7, 2017:

<u>Authorized Purpose</u>	<u>Principal Amount Authorized but Unissued as of February 7, 2017</u>
School Improvements	\$429,410,500
Transportation Improvements and Facilities	194,839,500
Public Safety Facilities	184,760,000
Parks and Park Facilities	137,410,000
Human Services Facilities	85,000,000
Library Facilities	16,015,000
Flood Control	<u>15,750,000</u>
Total	<u>\$1,063,185,000</u>

Source: Fairfax County Department of Management and Budget

Other Tax Supported Debt Obligations

The Board of Supervisors of the County directly or indirectly appoints all or a portion of the governing body of several legally independent local and regional authorities that provide services to the County and its constituents. Such authorities include those that issue revenue bonds that are not general obligations of the County and issue debt supported directly or contingently by appropriations of tax revenues by the County. The full faith and credit of the County are not pledged to secure such bonds.

In March 1994, the Fairfax County Economic Development Authority ("EDA") issued \$116,965,000 of lease revenue bonds to finance the County's acquisition of two office buildings occupied by County agencies and departments. In October 2003, EDA issued \$85,650,000 of lease revenue refunding bonds to refund \$88,405,000 of the 1994 lease revenue bonds. The County is obligated by the terms of a lease agreement with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the lease agreement extend to November 15, 2018.

Beginning in 1996, the Fairfax County Redevelopment and Housing Authority ("FCRHA") has issued \$42,460,000 of revenue bonds in seven series to finance the construction or renovation of five community center buildings, two adult day health care centers, one Head Start facility and one senior center. The County was obligated by the terms of triple net lease agreements or payment agreements with FCRHA to pay amounts equal to debt service on FCRHA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of funds for such purpose. The coincidental terms of the various bonds, lease agreements and payment agreements extend to May 1, 2029. On March 10, 2010, EDA issued \$43,390,000 revenue bonds (Six Public Facilities Projects) (the "2010 Bonds") and provided a portion of the proceeds of the 2010 Bonds to the County to enable the County pursuant to its lease agreements with FCRHA to purchase five facilities financed from FCRHA bond issuances in 1996, 1998, 1999 and 2004. FCRHA used the funds provided by the County to redeem or defease the four series of bonds that financed the applicable facilities. The original series issued by FCRHA in 2003 financing a head start facility remains outstanding.

In July 2000, the Fairfax County Board of Supervisors entered into a Master Development Agreement with a private developer to finance and construct a 135,000 square foot government center in the southeastern region of the County. In November 2000, \$29,000,000 of Certificates of Participation (“Certificates” or “COPs”) were issued, secured by a triple net lease on the property between the developer and the County. The County was obligated by the terms of the lease agreement to pay an amount equal to the debt service on the Certificates. The County accepted the government center as substantially complete in February 2002. A portion of the proceeds of EDA’s 2010 Bonds were provided to the County to enable the County to exercise an option to purchase the government center (the “South County Government Center Purchase”). The purchase price provided by the County was used to defease the COPs. The County is obligated by the terms of a contract with the EDA to pay amounts equal to debt service on the EDA’s 2010 Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of EDA’s 2010 Bonds and the contract extend to April 2032.

In June 2003, EDA issued \$70,830,000 of revenue bonds (Laurel Hill Public Facilities Project), backed by a contract with the County. Approximately \$55,300,000 of the bonds were allocable to the financing of a new public secondary school in the southern part of the County and \$15,530,000 of the bonds were allocable to the financing of a new 18 hole public golf course in the southern part of the County. The County is obligated by the terms of a contract with EDA to pay amounts equal to debt service on EDA’s bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to June 2033. In April 2012, EDA issued its \$47,745,000 Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) to refund a portion of the bonds issued in 2003.

On January 27, 2005, EDA issued \$60,690,000 of revenue bonds (School Board Central Administration Building Project Phase I) (the “School Board Building Bonds”), backed by a contract with the County. The bonds were issued to finance the purchase of certain property, including an existing office building thereon, the purchase of certain land adjacent thereto and the improvement of the existing building for use by the School Board as an administration building. The County is obligated by a contract with EDA to pay amounts equal to debt service on the School Board Building Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the School Board Building Bonds and the contract extend to April 2035. In June, 2014, EDA issued \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) to refund a portion of the School Board Building Bonds.

On December 27, 2005, the Fairfax County Park Authority (“FCPA”) issued two promissory notes in the aggregate amount of \$12,900,000 for the purpose of providing a portion of the purchase price of a conservation easement for preservation purposes on an approximately 41 acre parcel of land, and options to purchase certain land. This land is known as “Salona,” an historic site within the County. The County is obligated by the terms of a contract with FCPA to pay amounts sufficient to pay the principal and interest installments on the promissory notes when due. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the promissory notes and contract extend to December 2025.

On February 16, 2006, FCRHA issued a \$40,600,000 Bond Anticipation Note (Affordable Housing Acquisition) Series 2006 (the “Series 2006 Note”). The Series 2006 Note was issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex, known as Crescent Apartments, to further FCRHA’s goal of preserving existing affordable housing in Fairfax County. In 2007, 2008, 2011 and 2013 FCRHA issued bond anticipation notes, each time to refinance previous bond anticipation notes issued for the financing or refinancing of the Crescent

Apartments project that were not paid from County money set aside to promote affordable housing. In February, 2015 the County and FCRHA entered into a direct loan agreement with Bank of America, N.A. (the “Crescent Apartments Loan Agreement”), in a principal amount of \$18,260,000, which together with other County funds refinanced the 2013A Notes. The County is obligated by a contract with FCRHA to make payments equal to the debt service on the Crescent Apartments Loan Agreement. The County’s obligation to make such payments is subject to annual appropriation.

On November 28, 2007, FCRHA issued \$105,485,000 Bond Anticipation Notes (Affordable Housing Acquisition) Series 2007B (the “Series 2007B Notes”). The Series 2007B Notes were issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex located in Annandale, Virginia. In 2008, FCRHA issued bond anticipation notes to refinance the Series 2007B Notes. On August 20, 2009, FCRHA issued its Revenue Bonds (Affordable Housing Acquisition) Series 2009 in the aggregate amount of \$94,950,000 (the “Series 2009 Bonds”) to pay a portion of the principal amount of the 2008 outstanding bond anticipation notes. A portion of the principal amount of the 2008 bond anticipation notes, and the interest due on such notes, was paid from money set aside to promote affordable housing. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2009 Bonds. The coincidental terms of the Series 2009 Bonds and the related payment agreement extend to October 2039.

In July 2011, EDA issued \$99,430,000 of Revenue Bonds (Wiehle Avenue Metrorail Station Parking Project). The bonds were issued to finance a portion of the costs of construction of a public parking facility to serve the Wiehle Avenue Metrorail Station that was constructed as part of the extension of Washington Metropolitan Area Transit Authority’s Metrorail System in the Dulles Corridor. The County is obligated by contract with EDA to pay amounts equal to debt service on EDA’s bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to August 2034.

In May 2012, EDA issued \$65,965,000 of Revenue Bonds (Community Services Facilities Projects) (the “2012 EDA Bonds”) backed by a contract between the County and EDA. The bonds were issued to finance the improvement of certain properties to be used by the County as a mental health facility and as a neighborhood community center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to March 2042. Please see the front part of this Official Statement for information concerning the refunding of certain outstanding 2012 EDA Bonds.

In November 2013, the County issued an \$11,085,000 special subfund revenue bond (the “2013 VRA Bond”) to Virginia Resources Authority (“VRA”). In return for issuing the 2013 VRA Bond, VRA provided the County with a portion of the proceeds realized from its autumn 2013 pooled financing bond transaction. The 2013 VRA Bond was issued to finance renovations to a complex that serves as a senior housing and assisted living facility, a senior center and an adult day health care center in the County. The County is obligated by a contract with VRA to pay amounts equal to the debt service on the 2013 VRA Bond. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2013 VRA Bond and the contract extend to October 2033.

[In December 2013, EDA and the County entered into a master credit agreement with Bank of America, N.A., pursuant to which a revolving line of credit in an amount of up to \$100,000,000 is made available to the County to provide interim financing for projects within the County’s Capital

Improvement Program or other similar projects. In December 2016, the termination of date of the revolving line of credit was extended for a one-year period until December 2017.]

In December 2013, EDA and the County entered into a loan agreement with T.D. Bank, N.A. (the “T.D. Loan Agreement”), pursuant to which the proceeds of the loan in the amount of \$25,000,000 are made available to the County to provide financing for the costs of the planned replacement of County-owned building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement that have reached the end of their useful life (collectively, “County Building Improvements”). The County is obligated by a contract with EDA to pay amounts equal to the debt service on the loan. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. In March 2015, the County obtained an additional \$10,000,000 pursuant to the T.D. Loan Agreement to finance additional County Building Improvements.

In June 2014, EDA issued \$170,690,000 of Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the “2014A County Facilities Projects Bonds”). The 2014A County Facilities Projects Bonds were issued to provide funds to finance the costs of the construction of a building to serve as a public safety facility for the County and the construction of a related parking garage, to refund and redeem prior to their respective maturities certain outstanding School Board Building Bonds and to capitalize interest on a portion of the Series 2014A County Facilities Projects Bonds up to and including the October 1, 2016, interest payment date. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the Series 2014A County Facilities Projects Bonds and the contract extend to October, 2034.

In June 2014, EDA issued \$30,175,000 of Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “2014B County Facilities Projects Bonds, and together with the 2014A County Facilities Projects Bonds, the “2014 County Facilities Projects Bonds”) to provide funds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in the southeastern corner of the County, for a price sufficient to enable the lessee to retire all of its indebtedness relating to the Workhouse Arts Center. The County leased the 55-acre site and existing historic structures of the Lorton Correctional Complex to the lessee in 2006, and the lessee incurred over \$50 million in debt through EDA to finance improvements to convert the Complex into a center for visual and performing arts. The County plans to provide for the continuation of the existing educational and cultural programs at the Center, while the County conducts a study of the optimum uses of and develops plans for further improvements to the Center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2014B County Facilities Projects Bonds and the contract extend to October, 2033.

On December 17, 2014, EDA entered into a loan agreement with the United States Department of Transportation and obtained a Transportation Infrastructure Financing and Innovation Act (TIFIA) loan in the principal amount up to \$403,274,894 (plus capitalized interest). Proceeds from the TIFIA loan are being used to finance the County’s share of Phase II of the Silver Line Metrorail expansion. The County is obligated by a contract with the EDA to pay amounts equal to debt service on the TIFIA loan. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The terms of the TIFIA loan provide for repayment to begin October 1, 2023, and end April 1, 2046. As of May 31, 2017, the outstanding balance on the TIFIA Loan including accrued interest is \$303,745,793.

[need to add paragraph concerning Lewinsville transaction]

Lease Commitments and Contractual Obligations

The County leases certain real estate, equipment, and sewer facilities under various long-term lease agreements. In addition, pursuant to contracts with Arlington County, the Alexandria Sanitation Authority, the District of Columbia, and the Upper Occoquan Sewage Authority, the County is obligated to share the capital costs and associated debt service of certain facilities.

In February 1990, the Northern Virginia Transportation Commission (“NVTC”) issued \$79.4 million of bonds to finance certain costs associated with the establishment of commuter rail services (the Virginia Railway Express) in the area of Northern Virginia bordering Washington, D.C. Fairfax County has joined with other jurisdictions through a Master Agreement to bear certain costs associated with operating and insuring the rail service as well as servicing the debt issued by NVTC. The Master Agreement requires that the County’s governmental officers charged with preparing its annual budget include an amount equal to its share of the costs of the Virginia Railway Express. Each jurisdiction’s share is determined by a formula set out in the Master Agreement. Fairfax County’s share of this cost was \$4.9 million in FY 2015. An additional \$23 million in NVTC commuter rail revenue bonds were issued in early 1997 to purchase new rail coaches. Debt service on these bonds is being funded predominantly by Commonwealth and federal funds and VRE revenues.

On October 29, 2003, EDA issued \$33,375,000 transportation contract revenue bonds to provide \$30,000,000 to the Commonwealth Transportation Board (CTB) for construction of certain interchanges on Route 28 in the Route 28 Highway Transportation District, which is partly in Fairfax County and partly in Loudoun County. On August 26, 2004, EDA issued \$57,410,000 transportation contract revenue bonds to provide an additional \$60 million for construction of additional interchanges. The bonds issued in 2003 and 2004 financed the construction of six interchanges. In March 2007, EDA issued \$41,505,000 transportation contract revenue bonds to finance a portion of the costs of constructing an additional four interchanges in the Route 28 Highway Transportation District. In July 2008, EDA issued \$51,505,000 transportation contract revenue bonds to finance additional costs of constructing the additional four interchanges on Route 28. See also the discussion of taxes levied by the County in the Route 28 Highway Transportation Improvement District, located partly in the County, to pay debt service on CTB and EDA bonds in “GOVERNMENT SERVICES – Transportation – Tax Districts” herein. In May, 2012, EDA issued bonds to refund a portion of the bonds issued in 2003 and 2004 and in August 2016 EDA issued bonds to refund all of the outstanding bonds issued in March 2007 and a portion of the outstanding bonds issued in July 2008.

On May 26, 2011, EDA issued \$205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 which provided \$220 million to provide a portion of the financing for the expansion of Metrorail of approximately 11.5 miles of rail line through the County’s primary urban center, Tysons to Reston. On October 10, 2012, EDA issued an additional \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 to provide \$48,400,000 for this purpose. Debt service on the bonds is paid from a special improvements tax levied by the County on commercial and industrial use property located in the Phase I Dulles Rail Transportation Improvement District within the County. On March 16, 2016, EDA issued \$173,960,000 Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 which refunded certain of the outstanding bonds issued in 2011 and 2012.

On June 9, 2011, the Mosaic District Community Development Authority (the “CDA”) issued \$46,980,000 Revenue Bonds, Series 2011A, and the CDA issued in July, 2011 an additional \$18,670,000 Revenue Bonds, Taxable Series 2011A-T (collectively, the “CDA Bonds”). Proceeds from the CDA

Bonds were used to finance certain public infrastructure improvements within the Mosaic District Community Development Authority District (the “Mosaic District”) to support a mixed-use development to be constructed within the Mosaic District. The CDA Bonds are payable primarily from certain incremental real estate tax revenues collected by the County in the District and certain special assessments imposed and collected within the by the County within the Mosaic District. The payment of incremental real estate tax revenues and special assessments, as applicable, by the County to the CDA to be used for debt service payments on the CDA Bonds is subject to appropriation by the County.

On March 8, 2017, EDA issued \$69,645,000 Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (“Parking System Revenue Bonds”) to provide funds to finance the construction of parking facilities to be owned and operated by the County, that will be located adjacent to WMATA’s Herndon and Innovation Center Metrorail Stations to be constructed as part of Phase II of the Silver Line extension of Metrorail. Debt service on the Parking System Revenue Bonds is payable from the proceeds of net parking revenues collected from customers of parking facilities controlled by the County at certain WMATA Metrorail stations in the County and from certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA.

Debt Service on Tax Supported Debt Obligations

Total principal and interest payments on the County’s outstanding tax supported debt obligations, including general obligation bonds and other tax supported debt obligations are presented in the following table as of _____:

Fiscal Year Ending June 30	General Obligation Bonds¹		Other Tax Supported Debt Obligations		Total³
	Principal	Interest²	Principal	Interest	
2018	\$	\$	\$	\$	\$
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038-2048	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Source: Fairfax County Department of Management and Budget

¹Includes debt service on the Bonds.

²Does not reflect anticipated payments by the United States Treasury with respect to the County's Public Improvement Bonds Series 2009E (Federally Taxable - Build America Bonds).

³Totals may not add due to rounding.

⁴Includes the debt service on the Crescent Apartments Loan Agreement, including the \$13,260,000 principal installment of the Crescent Apartments Loan Agreement due on March 1, 2018, which is expected to be refinanced.

Sewer Revenue Bonds

Beginning in 1986, the County has issued several series of bonds under the General Bond Resolution for the benefit of the County's sewage collection, treatment and disposal systems (the "System"), including \$104,000,000 Sewer Revenue Bonds, Series 1996 (the "1996 Bonds") issued to provide funds for (i) paying a portion of the costs of certain additions, extensions and improvements to the System. The County also issued \$94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the "2004 Bonds") on October 14, 2004, to provide funds, with other available funds, to refund the \$91,430,000 of the County's outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued \$152,255,000 Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. On August 8, 2012, the County issued \$90,710,000 Sewer Revenue Bonds, Series 2012 (the "2012 Bonds") to provide funds to pay a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County which were required by the Commonwealth's Department of Environmental Quality to reduce the total nitrogen discharge to newly required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment

and disposal systems. On April 16, 2014, the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 to refund the outstanding 2004 Bonds. In addition, on May 16, 2016, the County issued \$164,450,000 Sewer Revenue Refunding Bonds, Series 2016A to refund the outstanding 2009 Bonds that were scheduled to mature on and after July 15, 2019, and the outstanding 2012 Bonds that were scheduled to mature on and after July 15, 2021. On June 28, 2017, the County issued \$85,785,000 Sewer Revenue Bonds to provide funds to pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County.

Wastewater treatment capacity and services are also provided to the Integrated Sewer System pursuant to contracts with Arlington County, the Alexandria Renew Enterprises ("ARE"), the District of Columbia, and the Upper Occoquan Sewage Authority ("UOSA"), whereby the County is obligated to share the capital costs and associated debt service of certain facilities. The County's obligations to such entities are payable solely from the revenues of the Integrated Sewer System on a basis, under the General Bond Resolution, subordinate to its sewer revenue bonds, and are not general obligations of the County.

The County has entered into a service agreement with ARE that obligates the County for 60% of the cost of capacity of the ARE wastewater treatment plant and a joint use system, including debt service on ARE bonds issued for ARE system improvements where the County does not otherwise provide for its share of the capital cost of such improvements. The County's share of previous upgrades was \$200 million. The County's share of additional upgrades, as estimated by ARE, is approximately \$80 million. The County obtained permanent funding from the Virginia Water Facilities Revolving Fund in FY 2001 and again in FY 2002 for a portion of its share of the initial costs from the proceeds of two loans aggregating \$90 million. The County issued to the Virginia Water Facilities Revolving Fund the County's \$40 million subordinated sewer revenue bonds which now bear interest at the rate of 0.95% per annum and \$50 million subordinated sewer revenue bonds which now bear interest at the rate of 0.95% per annum, in evidence of its obligation to repay the loans. The County expects to provide the balance of its share of the costs of ARE's improvement project from other borrowings and available Integrated Sewer System funds.

In January 1996, UOSA issued \$330.86 million of bonds: \$288.60 million to finance the cost of expanding its advanced wastewater treatment plant from 32 mgd to 54 mgd and \$42.26 million to refinance certain of its outstanding bonds. In January 2004, UOSA refunded a portion of this debt for debt service savings and accordingly revised the participating member jurisdictions' debt service schedules. In November 2004 and July 2005 UOSA refunded additional portions of its outstanding debt. In February of 2007, UOSA issued \$90.315 million of Regional Sewer System Revenue Refunding Bonds to advance refund another portion of the outstanding bonds issued in 1996. In December 2007, UOSA issued \$119.715 million in bonds to finance the expansion and replacement of certain systems within its wastewater treatment plant. In December 2010, UOSA issued \$85.18 million in bonds to finance UOSA capital improvements including interceptor and pump delivery systems, nutrient reduction projects and miscellaneous plant and hydraulic improvements. See the table below for the County's debt service obligations on outstanding UOSA bonds. In 2013 UOSA issued two series of refunding bonds for debt service savings and accordingly reduced the participating member jurisdictions' debt service payment requirements. In 2014 UOSA issued another series of refunding bonds for debt service savings and reduced the participating member jurisdictions' debt service payment requirements. In 2016 UOSA issued another series of refunding bonds for debt service savings and again reduced participating member jurisdictions' debt service payment requirements. Also in 2016 UOSA issued \$20.915 million in bonds to finance improvements to its regional advanced wastewater treatment system.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bonds payable to the Virginia Water Facilities Revolving Fund evidencing loans for a portion of the County's costs associated with the ARE improvement project, and its subordinated obligations payable for capacity under its contract with UOSA, as of _____, 2017, is reflected in the following table:

Fiscal Year Ending June 30	<u>Sewer Revenue Bonds</u>		<u>Other Sewer Debt Service</u> <u>Obligations</u>		<u>Total</u>³
	<u>Principal</u>	<u>Interest</u>	<u>SRF/VRA</u>¹	<u>UOSA</u>²	
2018	\$0	\$0	\$0	\$0	\$0
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033-2048	<u>0</u>	<u>0</u>	=	<u>0</u>	<u>0</u>
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Source: Fairfax County Department of Public Works and Environmental Services

¹ Debt service on the County's subordinated sewer revenue bonds issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay \$90 million in loans made to the County by Virginia Resources Authority from the Fund.

² Based on the County's share of scheduled UOSA debt service. Does not reflect any anticipated payments by the United States Treasury on outstanding UOSA Build America Bonds.

³ Totals may not add due to rounding.

Debt Ratios

The following data show trends in the relationship of the general obligation bond indebtedness of the County to the estimated market value of taxable property in the County and to its estimated population and the trend of general obligation debt service requirements as a percentage of General Fund disbursements.

**Trend of Debt as a Percentage of
Estimated Market Value of Taxable Property (in 000s)**

<u>Fiscal Year Ended June 30</u>	<u>Bonded Indebtedness¹</u>	<u>Estimated Market Value²</u>	<u>Percentage</u>
2008	\$2,109,908	\$245,338,140	0.86%
2009	2,131,273	244,973,908	0.87
2010	2,318,699	222,951,827	1.04
2011	2,554,051	204,324,080	1.25
2012	2,734,135	210,318,077	1.30
2013	2,514,452	211,298,487	1.19
2014	2,766,717	224,369,644	1.23
2015	2,770,822	236,403,666	1.17
2016	2,750,573	244,397,085	1.13
2017 ³	2,929,242	248,403,291	1.18
2018 ³	3,002,833	252,978,261	1.19

Sources: Fairfax County Comprehensive Annual Financial Report FY 2008-2016 and Department of Finance; FY 2017 Adopted Budget Plan.

¹ Bonded Indebtedness beginning with Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with Fiscal Year 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "Other Tax Supported Debt Obligations."

² Estimated market value is based on recorded values as of January 1 of the prior fiscal year, and reflects the original book value and does not reflect any adjustments made during the fiscal year.

³ Estimates per the FY 2017 Revised Budget Plan and FY 2018 Advertised Budget Plan per the Fairfax County Department of Management and Budget.

Debt Per Capita

Fiscal Year Ended June 30	Bonded Indebtedness (in 000s)¹	Estimated Population (in 000s)²	Bonded Indebtedness Per Capita	Fairfax County Per Capita Income³	Debt Per Capita as Percentage of Per Capita Income
2008	\$2,109,908	1,050	\$2,009	\$70,822	2.84%
2009	2,131,273	1,074	1,984	69,241	2.87
2010	2,318,699	1,082	2,143	67,094	3.19
2011	2,554,051	1,101	2,320	64,637	3.59
2012	2,734,135	1,119	2,443	68,847	3.55
2013	2,514,452	1,131	2,223	71,607	3.10
2014	2,766,717	1,138	2,431	71,752	3.39
2015	2,770,822	1,142	2,426	75,007	3.25
2016	2,750,573	1,142	2,409	75,007	3.21
2017 ⁴	2,929,242	1,142	2,526	75,007	3.42
2018 ⁴	3,002,833	1,142	2,629	75,007	3.51

Source: Fairfax County Comprehensive Annual Financial Report FY 2016

¹ Bonded Indebtedness beginning with Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with Fiscal Year 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "Other Tax Supported Debt Obligations."

² U.S. Census Bureau, 2010 Decennial Censuses, U. S. Census Bureau Annual Estimates of the Resident Population: April 1, 2010, to July 1, 2015.) 2016 and 2017 estimates not yet available.

³ Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, 2008-2014 and Fairfax County Department of Management and Budget 2015-2018.

⁴ Estimates per the FY 2017 Revised Budget Plan and FY 2018 Advertised Budget Plan per the Fairfax County Department of Management and Budget.

Debt Service Requirements as a
Percentage of General Fund Disbursements (in 000s)

Fiscal Year Ended June 30	Debt Service Requirements¹	General Fund Disbursements	Percentage
2008	\$267,624	\$3,320,397	8.06%
2009	276,105	3,354,860	8.23
2010	277,370	3,309,905	8.38
2011	285,551	3,343,689	8.54
2012	288,302	3,419,953	8.43
2013	289,714	3,533,098	8.20
2014	295,451	3,637,841	8.12
2015	313,969	3,729,625	8.42
2016	323,859	3,860,655	8.39
2017 ²	333,904	4,076,019	8.19
2018 ²	354,177	4,103,205	8.63

Source: Fairfax County Comprehensive Annual Financial Report FY 2016

¹ The Debt Service Requirements include total principal and interest payments on the County's outstanding tax supported debt obligations, including all debt listed under the heading - "Other Tax Supported Debt Obligations."

² Estimates per the FY 2017 Revised Budget Plan and FY 2018 Advertised Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

Underlying Bonded Indebtedness

The following table shows the underlying bonded indebtedness of towns within the boundaries of Fairfax County as of June 30, 2016:

Town of Vienna ¹	General Obligation Bonds and Capital Leases	\$26,187,000
Town of Herndon ¹	General Obligation and Public Improvement Notes	<u>11,344,570</u>
Total Underlying Indebtedness		<u>\$37,531,570</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2016

¹ Underlying Bonded Indebtedness for Fiscal Year 2016 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with FY 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount.

This underlying bonded indebtedness are obligations of the respective towns only and are not obligations of Fairfax County.

The bonds, notes and other obligations of Fairfax Water, the Fairfax County Park Authority, the Fairfax County Industrial Development Authority, the Fairfax County Economic Development Authority, the Fairfax County Redevelopment and Housing Authority, the Northern Virginia Health Center Commission, the Northern Virginia Transportation Commission, and the Mosaic District Community Development Authority are not obligations of the County.

TAX BASE DATA

Fairfax County annually reassesses over 350,000 parcels of real property employing a computer assisted mass reassessment program for both residential and non-residential properties. The County uses a statistic called the coefficient of dispersion (the "Coefficient of Dispersion") which measures the uniformity of assessment to sale ratios among properties. The lower the coefficient of dispersion, the more uniform the assessment. The overall Coefficient of Dispersion in Fairfax County for tax year 2015 (FY 2016) was 3.5%, and the assessment to sales price ratio was 0.948. A Coefficient of Dispersion of 15% is considered good by professional assessing standards. The County falls into the excellent category, indicating a high degree of assessment uniformity and equity.

The assessed value for FY 2018 of the real estate tax base, as reported for calendar year 2017 assessments in the main tax book for Fairfax County, increased by 1.8% in value from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue:

Assessed Value of All Taxable Property¹

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total</u>
2009	\$226,983,531,614	\$15,516,080,309	\$242,499,611,923
2010	204,047,166,164	14,502,191,112	218,549,357,276
2011	185,755,271,151	14,767,968,334	200,523,239,485
2012	192,062,068,734	15,265,499,862	207,327,568,596
2013	198,178,754,789	16,053,881,534	214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015	216,832,912,747	16,518,808,610	233,351,721,357
2016	224,411,716,328	16,895,179,834	241,306,896,162
2017 ²	231,053,798,265	17,349,492,361	248,403,290,626
2018 ²	235,375,468,249	17,602,793,390	252,978,261,639

Source: Fairfax County Department of Tax Administration and Department of Management and Budget. All years included figures for the Public Service Corporation. All Public Service Corporation real property assessments are required under Virginia law to be made at 100% of estimated market value annually by the State Corporation Commission.

¹Figures are net of exonerated assessments and tax relief for the elderly and disabled.

²Estimates per the FY 2017 Revised Budget Plan and FY 2018 Advertised Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

**Tax Rates per \$100 Assessed Value
(Fiscal Year)**

<u>Tax Category</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Real Estate – Regular and Public Service	\$0.92	\$1.04	\$1.09	\$1.07	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Public Service	0.92	1.04	1.09	1.07	1.075	1.085	1.09	1.09	1.13	1.13
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Mobile Homes	0.92	1.04	1.09	1.07	1.075	1.085	1.09	1.09	1.13	1.13
Personal Property – Special ¹	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01

Source: Fairfax County Adopted Budgets, FY 2009-FY 2017 and FY 2018 Advertised Budget Plan

¹Includes vehicles specially equipped for the handicapped, privately owned vans used for van pools, vehicles belonging to volunteer fire and rescue squad members, vehicles owned by auxiliary police and reserve deputy sheriffs, certain property of homeowners associations, antique cars, aircraft, including flight simulators, and motor vehicles owned by qualified elderly or disabled individuals, and boats.

**Commercial-Industrial Percentage of the
Total Assessed Value of Real Property¹**

<u>Fiscal Year²</u>	<u>Percent (%)³</u>
2009	21.06
2010	22.67
2011	19.70
2012	19.64
2013	20.77
2014	19.96
2015	19.01
2016	18.67
2017	18.89
2018	19.12

Source: Fairfax County Department of Tax Administration

¹ Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.

² Fiscal year property taxes are levied on prior year assessments.

³ Includes the Towns of Vienna, Herndon and Clifton.

The following data show the assessed value of real property of the 25 largest holders of real property in the County as of January 1, 2017.

**Top 25
Holders of Real Property in Fairfax County
As of January 1, 2017**

Rank	Property Owner	Property Type	Total Assessment¹
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	\$1,376,257,960
2	Pr Springfield Town Center LLC	Springfield Town Center	597,030,680
3	Capital One Bank	Office	524,313,260
4	US Bank National Association	Office	515,886,820
5	Fairfax Company Of Virginia LLC	Fair Oaks Mall	466,683,300
6	Camden Summit Partnership LP	Apartments	351,573,180
7	Washington Gas Light Company	Public Utility	321,508,844
8	Federal Home Loan Mortgage Corporation	Office	311,075,800
9	Homart Newco One Inc	Commercial & Industrial	301,531,350
10	Reston Town Center Property LLC	Commercial & Retail	300,421,890
11	South Office Market LLC	Office	285,527,090
12	Ps Business Parks LP	Industrial Parks	251,879,350
13	Hyundai Able Patriots Park LLC	Commercial & Industrial	247,021,180
14	Tysons Corner Office I LLC	Office	235,501,060
15	Home Properties Mount Vernon LLC	Apartments and Office	225,090,580
16	Rbdw Avant LLC	Office	224,357,820
17	WashReit Riverside Apartments LLC	Apartments	224,198,140
18	Tamares 7950 Owner LLC	Office	217,515,490
19	Writ LP	Commercial & Industrial	215,955,830
20	Dunn Loring Development Company LLC	Commercial & Retail	191,162,520
21	Mitre Corporation	Office	190,082,460
22	Tysons Corner Residential	Apartments and Office	187,237,670
23	Eqr-Skyline Towers LLC	Apartments and Office	184,781,180
24	Gba Associates Limited Partnership	Office	183,616,340
25	Two Freedom Square LLC	Office	176,918,140
Total			\$8,307,127,934

Source: Fairfax County Department of Tax Administration, January 1, 2017, tax rolls

¹ As of January 1, 2017, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.53% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2017, assessments generate tax revenue in FY 2018.

**Real and Personal Property
Tax Levies and Tax Collections**

Fiscal Year	Total Levy¹	Current Collections²	% of Total Levy Collected³	Collection of Delinquent Taxes	Total Current & Delinquent Taxes⁴	% of Total Levy & Delinquent Taxes
2009	\$2,616,413,372	\$2,597,768,048	99.29	\$23,406,200	\$2,621,174,248	100.18
2010	2,617,630,834	2,611,825,961	99.78	21,900,682	2,633,726,643	100.61
2011	2,529,322,489	2,519,767,097	99.62	22,696,208	2,542,463,305	100.52
2012	2,578,579,112	2,563,131,721	99.40	22,034,282	2,585,166,003	100.26
2013	2,685,186,192	2,679,668,935	99.79	18,659,978	2,698,328,913	100.49
2014	2,789,010,004	2,776,199,493	99.54	21,735,390	2,797,934,883	100.32
2015	2,932,029,373	2,926,228,317	99.80	23,425,378	2,949,653,695	100.60
2016	3,027,718,274	3,019,636,276	99.73	21,161,598	3,040,797,874	100.43
2017	3,210,450,869	3,189,385,196	99.34	22,014,102	3,211,399,298	100.03
2018	3,264,983,544	3,249,807,986	99.54	22,714,102	3,272,522,088	100.23

Sources: Fairfax County Department of Management and Budget and Department of Tax Administration

¹ The total levy is the levy for General Fund real and personal property taxes and does not include the property tax levy for Special Revenue Funds, e.g. for refuse collection and community centers.

² Current collections do not include tax collections for the Special Revenue Funds or payments in lieu of taxes. As a result of revised accounting procedures, the collection of penalty and interest payments for late payments of current taxes is included in the collection of current taxes rather than under the collection of back taxes.

³ The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.

⁴ FY 2008 through FY 2016 from Fairfax County Comprehensive Annual Financial Reports; FY 2017 and FY 2018 are estimates per the FY 2017 Revised Budget Plan and FY 2018 Advertised Budget Plan per Fairfax County Department of Management and Budget and Department of Tax Administration.

Section 58.1-3916 of the Code of Virginia authorizes Fairfax County, pursuant to Section 4-10-1 of the County Code, to impose a penalty of 10% for failure to pay taxes when due, with interest to be due on such taxes and penalty following the day such taxes are due at the rate of 10% per annum the first year and at the greater of 10% per annum and the rate established pursuant to Section 6621 of the Internal Revenue Code for the second and subsequent years of delinquency.

FINANCIAL INFORMATION

Five Year Summary of Revenues, Expenditures and Fund Balances for the General Fund

The financial data shown in the following table represent a summary for the five fiscal years ended June 30, 2016, of the revenues, expenditures, and fund balances accounted for in the County's General Fund.

	Fiscal Years Ended June 30				
	2012	2013	2014	2015	2016
REVENUES					
Taxes	\$2,881,577,799	\$3,008,000,381	\$3,091,497,604	\$3,233,977,029	\$3,327,545,952
Permits, fees, and licenses	36,843,892	38,201,352	39,351,756	45,545,990	48,443,054
Intergovernmental	347,750,676	339,758,071	345,208,093	344,894,850	352,320,212
Charges for services	66,804,146	68,546,107	69,207,776	71,273,201	79,086,734
Fines and forfeitures	17,147,019	16,792,348	16,669,844	16,298,999	14,566,333
Developers' contributions	-	10,473	14,906	5,757	225,101
Use of money and property	19,624,211	18,554,603	15,033,510	15,701,691	22,679,412
Recovered costs	12,351,649	7,695,967	9,426,879	11,655,234	9,423,456
Gifts, donations, and contributions	1,145,815	1,294,507	771,379	916,287	969,583
Total revenues	\$3,383,245,207	\$3,498,853,809	\$3,587,181,747	\$3,740,269,038	\$3,855,259,837
EXPENDITURES					
Current:					
General government admin.	134,174,444	165,846,296	163,828,478	162,063,387	159,574,082
Judicial administration	48,614,484	44,865,364	49,302,583	52,120,422	54,237,643
Public safety	540,295,384	581,786,118	620,073,326	634,174,750	646,258,835
Public works	83,525,370	79,745,099	86,012,739	84,038,207	88,201,178
Health and welfare	362,790,788	349,735,140	352,430,786	362,016,707	381,760,426
Community development	54,506,493	49,760,626	55,705,696	57,331,723	60,981,469
Parks, recreation, and cultural	34,383,659	37,985,735	35,409,661	34,297,699	36,311,287
Intergovernmental:					
Community development	9,828,749	9,989,987	10,382,091	10,492,636	10,746,095
Parks, recreation, and cultural	31,890,125	29,591,048	31,427,759	31,114,997	31,502,197
Education - for Public Schools	1,610,974,578	1,683,462,921	1,717,128,761	1,768,588,028	1,838,341,763
Capital outlay:					
General government admin.	38,902,298	9,623,346	9,073,520	11,071,093	13,020,325
Judicial administration	120,744	167,696	54,113	225,921	40,493
Public safety	496,518	297,806	675,118	1,388,288	7,726,916
Public works	336,125	614,691	106,271	128,823	265,695
Health and welfare	525,254	628,993	213,352	319,412	136,984
Community development	8,943	19,684	27,670	7,318	44,570
Parks, recreation, and cultural	2,959,225	3,564,993	3,919,566	4,275,727	4,878,597
Debt service:					
Principal retirement	431,927	347,692	362,258	314,660	228,213
Interest and other charges	71,724	52,732	38,166	22,987	9,767
Total expenditures	\$2,954,836,832	\$3,048,085,967	\$3,136,171,914	\$3,213,992,785	\$3,334,266,535
Revenues over (under) expenditures	428,408,375	450,767,842	451,009,833	526,276,253	520,993,302
OTHER FINANCING SOURCES (USES)					
Transfers in	12,571,043	10,030,457	24,195,595	12,473,516	14,363,192
Transfers out	(463,707,216)	(485,201,216)	(501,669,578)	(515,632,051)	(526,388,805)
Capital Leases	-	-	-	-	6,502,955
Total other financing sources (uses)	(451,136,173)	(475,170,759)	(477,473,983)	(503,158,535)	(505,522,658)
Net change in fund balances	(22,727,798)	(24,402,917)	(26,464,150)	23,117,718	15,470,644
Beginning Fund Balance	376,398,964	353,671,166	329,268,249	302,804,099	325,921,817
Ending Fund Balance	\$353,671,166	\$329,268,249	\$302,804,099	\$325,921,817	\$341,392,461

Source: Fairfax County Comprehensive Annual Financial Reports for the fiscal years ended June 30, 2012-2016, Exhibit A-3 - Statement of Revenues, Expenditures, and Changes in Fund Balances for Governmental Funds.

Financial Policies

The Board of Supervisors has been guided by long-standing financial policies and guidelines in the conduct of financial management. The governing statement of financial policy is contained within the Ten Principles of Sound Financial Management (“Ten Principles”). Adopted by the Board of Supervisors in 1975 and amended as needed to address changing economic conditions and management practices, the Ten Principles have been reaffirmed and have guided each succeeding Board of Supervisors to establish strong fiscal management tools and practices. The Ten Principles provide for the integration of land use planning with capital and operating budgets; establish guidelines for the development of annual balanced budgets; stress the importance of maintaining positive cash balances; establish firm not to exceed limits to debt ratios; provide guidance on cash management, internal controls, and performance measurement; provide guidelines restricting the proliferation of underlying debt and use of moral obligation financing; and encourage the development of a diversified economy within the County.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a “managed reserve” in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This reserve has been incorporated in the budget each fiscal year. This reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed 2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

From time to time the Board of Supervisors has amended the Ten Principles in order to address changing economic conditions and management practices. Changes adopted on April 21, 2015, reflect the Board’s commitment to increasing the County’s reserve policies and to continue to strengthen the County’s financial position. The Managed Reserve target was increased from 2% to 4% of General Fund disbursements and the Revenue Stabilization Fund target was increased from 3% to 5% of General Fund Receipts. In addition, an Economic Opportunity Reserve was established to stimulate economic growth and will provide for strategic investment opportunities that are identified as priorities by the Board of Supervisors. When fully funded, this reserve will equal 1% of total General Fund disbursements in any given fiscal year. Funding for this reserve would only occur after the Managed Reserve and the Revenue Stabilization Fund are fully funded at their new levels of 4% and 5%, respectively. Funding of this increase will begin immediately; however, it will take several years to fully fund the new target level. As of June 30, 2016, the Managed Reserve and Revenue Stabilization Fund were funded at \$97.2 million and \$141.6 million, respectively.

Other policies and tools that have been designed to enhance the impact of the Ten Principles include annual adoption of budgetary guidelines, formal establishment of various expenditure, revenue, and special purpose reserves, capital improvement planning guidelines, policies for risk management, guidelines for acceptance of grant awards, and planning for information technology. Various tools in active use by the County include the annual budget, the Capital Improvement Program, revenue and

financial forecasts, and management initiatives such as a performance measurement program, a pay-for-performance management system, workforce planning, and various information technology initiatives.

Certain Financial Procedures

Description of Funds

The County's annual audited financial statements include the funds administered by the Board of Supervisors and the School Board. The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions in each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues, and expenditures.

Annual Financial Statements

The County has no legal authority to borrow in anticipation of future years' revenues, except by the issuance of bonds or bond anticipation notes.

Prior to the beginning of each fiscal year, the Board of Supervisors adopts a budget plan consisting of contemplated expenditures and estimated revenues for such fiscal year. On the basis of the adopted budget plan, the Board of Supervisors appropriates funds for the expenditures, and establishes tax rates sufficient to produce the revenues, contemplated in the budget plan.

The annual budgeting process for a fiscal year begins in the first quarter of the previous fiscal year with the submission by agency directors of budget requests to the Department of Management and Budget. During the second quarter, budget requests are reviewed and meetings between the County Executive, Deputy County Executives, and agency directors are held to discuss agency requests. Upon receipt of the preliminary budget of the School Board in the third quarter, the County Executive prepares an initial budget for submission to the Board of Supervisors and proposes tax rates sufficient to produce revenues needed to meet expenditures contemplated in the initial budget. After work sessions with the Board of Supervisors and public hearings on the proposed budget, changes are made and the final budget is adopted. Tax rates are established prior to the beginning of the fiscal year for which the budget is prepared.

During the fiscal year, quarterly reviews of revenue and expenditures are undertaken by the County Department of Management and Budget. On the basis of these reviews, the Board of Supervisors revises appropriations as needed or desired.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a "managed reserve" in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This reserve has been incorporated in the budget each fiscal year. This reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed 2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve continues to be fully funded and currently totals \$102.8 million. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria

for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

Investment Management Policy

The County's Division of Investments and Cash Management operates under the direction of the Investment Committee comprised of the Chief Financial Officer/Director of the Department of Management and Budget, the Director of the Department of Finance, the Director of the Department of Tax Administration, and the Deputy Director of the Department of Finance. Guided by a formal investment policy, the Committee continually reviews the County's investment policies and strategies and monitors daily investment activity.

During FY 2016, the County's average portfolio size (which includes investments in the General Fund, Special Revenue Funds, and Enterprise Funds) was approximately \$2.96 billion. The funds are invested in U.S. Treasury obligations, obligations of the Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Farm Credit Bank, and Fannie Mae, bankers' acceptances, commercial paper (rated A1/P1 or higher), negotiable and non-negotiable and insured certificates of deposit, money market mutual funds limited to government obligations, corporate notes, bank notes, and other investments permitted under Virginia law for these purposes.

The County's investment policy, which governs the pooled cash, and general obligation bond proceeds, portfolios prohibits investment in instruments generally referred to as derivatives, and the County does not employ leverage in its investments.

The Association of Public Treasurers of the United States and Canada has awarded the County a certification for its investment policy each year since 1998. To achieve certification, an investment policy must establish standards recognized in the profession as fostering prudent management of public funds.

General Fund Revenues, Expenditures, Transfers and Beginning Fund Balance

The General Fund is maintained by the County to account for revenue derived from Countywide ad valorem taxes, other local taxes, licenses, fees, permits, charges for services, certain revenue from federal and State governments, and interest earned on invested cash balances of the General Fund and Capital Project Funds. General Fund expenditures and transfers include the costs of general County government, transfers to the School Operating Fund to pay the local share of operating Fairfax County public schools, and transfers to the Debt Service and Capital Projects Funds to pay debt service on County general obligation bonds and for certain capital improvement projects.

General Fund Summary

Shown below are the County's revenues, expenditures, transfers, and beginning fund balance of the General Fund for FY 2012 through FY 2016.

General Fund Revenues, Transfers, and Beginning Fund Balance					
	2012	2013	2014	2015	2016
General Property Taxes	\$ 2,364,202,058	\$ 2,477,039,967	\$ 2,576,653,463	\$ 2,727,409,751	\$ 2,818,183,929
Other Local Taxes	517,375,741	530,960,414	514,844,141	506,567,278	509,362,021
Permits, fees, and licenses	36,843,892	38,201,352	39,351,756	45,545,990	48,443,054
Intergovernmental	347,750,676	339,758,071	345,208,093	344,894,850	352,320,212
Charges for Services and Recovered Costs	79,155,795	76,242,074	78,634,655	82,928,435	88,510,190
Fines and Forfeitures	17,147,019	16,792,348	16,669,844	16,298,999	14,566,333
Use of money and property	19,624,211	18,554,603	15,033,510	15,701,691	22,679,412
Miscellaneous	1,145,815	1,304,980	786,285	922,044	1,194,684
Transfers In	12,571,043	10,030,457	24,195,595	12,473,516	14,363,192
Beginning Fund Balance	376,398,964	353,671,166	329,268,249	302,804,099	325,921,817
Total	\$ 3,772,215,214	\$ 3,862,555,432	\$ 3,940,645,591	\$ 4,055,546,653	\$ 4,195,544,844

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2012-2016

General Fund Expenditures and Transfers Out					
	2012	2013	2014	2015	2016
Transfer to School Operating Fund	\$ 1,610,974,578	\$ 1,683,462,921	\$ 1,717,128,761	\$ 1,768,588,028	\$ 1,838,341,763
Costs of General County Government	1,444,358,636	1,474,233,561	1,529,124,187	1,557,590,972	1,612,168,270
Transfer to Debt Service Funds	276,519,825	281,610,137	291,165,641	310,883,333	314,950,773
Transfer to Capital Project Funds	19,626,964	17,054,569	27,636,497	37,682,606	42,315,124
Transfer to Metro Construction and Operations Fund	11,298,296	11,298,296	11,298,296	11,298,296	11,298,296
Other Transfers	55,765,749	65,627,699	61,488,110	43,581,601	41,581,114
Total	\$ 3,418,544,048	\$ 3,533,287,183	\$ 3,637,841,492	\$ 3,729,624,836	\$ 3,860,655,340

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2012-2016

Revenues

The following is a discussion of the General Fund revenue structure.

General Property Taxes – An annual ad valorem tax is levied by the County on the assessed value of real and tangible personal property located within the County as of January 1 preceding the fiscal year in which such tax is due. The personal property tax on motor vehicles that acquire situs within the County or have title transferred on or after January 2 is prorated on a monthly basis. Real property and personal property are assessed at 100% of fair market value. Real property taxes are due on July 28 and December 5 of the fiscal year in which they are levied. The payment date for personal property taxes is October 5. The penalty for late payment is 10% of the amount due, and interest on delinquent taxes and penalties accrues at a rate of 1% per annum for real estate taxes and 5% per annum for personal property taxes. In cases of property on which delinquent taxes are not paid within three years, the County may sell the property at public auction to pay the amounts due. There is no legal limit at the present time on the property tax rates that may be established by the County. Property taxes (including delinquent payments,

penalties, and interest) accounted for 73.1% of total General Fund revenues in FY 2016. However, this percentage does not include the reimbursement from the Commonwealth of Virginia for a portion of the personal property tax. Including the reimbursement reflected in Intergovernmental revenue, the percentage of revenue from property taxes in FY 2016 was 78.6%. A description of the Commonwealth's plan to reduce personal property taxes follows.

During its 1998 Special Session, the General Assembly of Virginia enacted legislation to reduce personal property taxes applicable to individually owned motor vehicles. The reduction, which applies to the first \$20,000 in assessed value, was scheduled to be phased in over a five year period. The legislation states that the Commonwealth will reimburse local governments for the revenue lost from the reduction in personal property tax collections. In fiscal years subsequent to the legislation personal property taxes paid by citizens steadily reduced until such reduction equaled 70% in 2002. Due to Commonwealth budget constraints, the 2003 Virginia General Assembly temporarily froze the tax reduction at 70%. The 2005 General Assembly revised this measure further to limit its tax relief payments to all localities to a total of \$950 million per tax year beginning with 2006 (fiscal year 2007). The County's fixed share of the \$950 million is \$211,313,944, as determined by its share of the total payments made to all localities by the Commonwealth during calendar years 2004 and 2005 for tax year 2004 (fiscal year 2005). The County's total personal property tax collections for FY 2016 were \$592.3 million, comprised of \$381.0 million paid by taxpayers and \$211.3 million reimbursed by the Commonwealth of Virginia as Intergovernmental Revenue.

Other Local Taxes – The County levies various other local taxes, including a 1% local sales tax (collected by the Commonwealth and remitted to the County), a tax on consumer utility bills based on consumption for gas and electric services and a 5% communications sales tax which is imposed on the charge for or sale of communications services. Also included in this category are a cigarette tax of \$0.30 per pack, property recordation taxes, an automobile license tax, and various businesses, professional, and occupational licenses taxes. These taxes accounted for 13.2% of total General Fund revenues in FY 2016.

Permits, Privilege Fees, and Licenses – The County requires that licenses or permits be obtained in order to perform certain activities in the County and that fees be paid for services provided by certain County departments. These revenues represented 1.3% of total General Fund revenues for FY 2016.

Fines and Forfeitures – The sources of revenue in this category include court fines and penalties from the Circuit Court and the General District Court and court fines, costs from the Juvenile and Domestic Relations District Court and fines for traffic violations, misdemeanors, and felonies. In addition, the County receives revenues from parking violations as authorized under the County Code. Revenues in this category represented 0.4% of General Fund revenues in FY 2016.

Use of Money and Property – The principal sources of revenue to the General Fund from the use of money and property are interest on General Fund and Capital Project Fund investments and minor amounts of revenue from the sale and lease of County equipment and property. These revenues represented 0.6% of General Fund revenues in FY 2016.

Charges for Services and Recovered Costs – The principal sources of revenue to the General Fund from charges for services are County Clerk fees, school age child care fees, recreation fees, publication sales and various other services for which the County charges a fee. Revenues in this category represented 2.3% of General Fund revenues in FY 2016.

Intergovernmental Revenue – Intergovernmental revenue is comprised of revenue from the Commonwealth and revenue from the federal government. Revenues in this category represented 9.1% of General Fund revenues in FY 2016. This percentage includes the revenue that the County receives from

the Commonwealth as reimbursement for the County's personal property tax. Each revenue source within intergovernmental revenue is described below.

Revenue from the Commonwealth – The County is reimbursed by the Commonwealth of Virginia for a portion of shared expenses, including certain expenditures for social services, the sheriff's office, courts, the Office of the Commonwealth Attorney, and other constitutional offices. Additionally, the County receives a share of the net profits from the State Alcoholic Beverage Control Board's liquor sales and state contributions to assist in meeting law enforcement expenditures. As mentioned in the section concerning General Property Taxes, the Commonwealth also reimburses the County for a portion of its personal property tax on vehicles. Including the reimbursement for the County's personal property tax, revenues from this category represented 8.2% of total General Fund revenues in the fiscal year ended June 30, 2016. Excluding this reimbursement, revenue from this category represented 2.7% of General Fund revenue in FY 2016. The County receives a significant amount of additional State aid in support of public school operations. These revenues are credited directly to the School Operating and School Lunch Funds, however, and are not reflected in the General Fund.

Revenue from the Federal Government – The principal sources of categorical federal aid to the General Fund are federal grant money supporting human service programs such as supplemental nutrition, temporary assistance for needy families, foster care, adoption assistance, and medical assistance for clients of the Department of Family Services. This revenue category represented 1.0% of General Fund revenues in FY 2016.

Miscellaneous Revenues – The sources of revenue in this category include the sale of land and buildings, contract rebates, and other miscellaneous sources. These revenue sources accounted for 0.03% of General Fund revenue in FY 2016.

Expenditures and Transfers

The following is a discussion of the major classifications of General Fund expenditures and transfers.

Transfer to School Operating Fund – The County transfers money from the General Fund to the School Operating Fund to pay the County's share of the costs of operating public schools in Fairfax County. This transfer represented approximately 47.3% of total disbursements from the General Fund in the fiscal year ended June 30, 2016. The transfer to the School Operating Fund was approximately 72.4% of total receipts of the School Operating Fund. Other revenues credited directly to the School Operating and School Lunch Funds include revenue from the Federal Government, the Commonwealth of Virginia, the City of Fairfax (representing tuition of students residing in the City of Fairfax who attend Fairfax County schools), and other revenue derived locally from sale of textbooks, school lunches, etc.

Costs of General County Government – The County pays the costs of general County government from the General Fund. These costs include expenditures for general government administration, judicial administration, public safety, public works, health and welfare, parks, recreational and cultural programs, and community development. This classification was approximately 42.1% of total General Fund disbursements in FY 2016.

Transfer to Debt Service Fund – The County transfers from the General Fund to the Debt Service Fund amounts sufficient to pay principal and interest on outstanding County and School debt including general obligation bonds and EDA and FCRHA revenue bonds. Transfers to the Debt Service Fund represented 8.2% of total General Fund disbursements in FY 2016. Effective FY 2006, Fairfax County

Public Schools (FCPS) transfers from its operating fund to the County's Debt Service Fund an amount sufficient to pay principal and interest on the outstanding School Board Building Bonds and the applicable portion of the 2014A County Facilities Projects Bonds.

Transfer to Capital Project Funds – The County transfers money from the General Fund to the Capital Project Funds to pay the cost of certain capital improvements. The General Fund transfer to the Capital Project Funds (except for the General Fund transfer for Fairfax County's obligations to WMATA, which is discussed below) represented 1.1% of total General Fund disbursements in FY 2016.

Transfer to Metro Construction and Operations Fund – The County is a member jurisdiction of WMATA and as such has agreed to make certain capital contributions in support of the construction by WMATA of a rail transit system to serve the Washington metropolitan area (which includes the County) and to pay a portion of the deficit incurred by WMATA in the operation of its bus system and rail system. The County generally has used bond proceeds to fund its capital contributions to WMATA and has transferred money from the General Fund to pay its share of the bus and rail operating subsidies. The General Fund transfer to the Metro Construction and Operations Fund to pay the County's share of the system's operating subsidies represented 0.3% of total General Fund disbursements in FY 2016. See the subsection herein entitled "GOVERNMENT SERVICES – Transportation" for a more complete discussion of the County's obligations with respect to WMATA.

Other Transfers – The County transfers money from the General Fund to other funds for a variety of purposes. The General Fund transfer to other funds includes transfers to the County Transit Systems, Information Technology, Aging Grants and Programs, Community-Based Funding Pool, Housing Programs for the Elderly, Health Benefits Trust, and Equipment Management and Transportation Agency. Transfers to other funds were 1.1% of total General Fund disbursements in FY 2016.

Transfer to Revenue Stabilization Fund – Beginning in FY 2000, the County began setting aside money in the General Fund for a Revenue Stabilization Fund to address significant revenue reductions during severe, prolonged economic downturns. The Revenue Stabilization Fund represented 41.5% of the total fund balance in the General Fund as of June 30, 2016.

[FY 2017 Budget

On April 26, 2016, the Board of Supervisors adopted the Fiscal Year 2017 Budget. The real estate tax rate of \$1.13 per \$100 of assessed value reflects an increase of \$0.04 over the FY 2016 Adopted Budget Plan real estate tax rate of \$1.09 per \$100 of assessed value. General fund disbursements total \$4.01 billion, an increase of \$192.99 million or 5.05% over the FY 2016 Adopted Budget Plan. The total County transfer to support the Fairfax County Public Schools operations and debt service is \$2.10 billion or 52.4% of total County disbursements. In addition, funding is provided for employee compensation, and an increase in the amortization level from 95% to 97% of the unfunded actuarial accrued liability for all retirement systems. Updated budget projections through May 2017 are consistent with the FY 2017 Adopted Budget Plan.

FY 2018 Budget

On May 2, 2017, the Fairfax County Board of Supervisors voted to approve the FY 2018 Adopted Budget Plan. This budget is based on General Fund revenue increasing 1.94% over the FY 2017 Revised Budget Plan. The real estate tax rate of \$1.13 per \$100 of assessed value remains level over the FY 2017 Adopted Budget Plan. General Fund disbursements total \$4.11 billion, which is an increase of 0.35% or \$14.21 million from the FY 2017 Revised Budget Plan. The County transfer to support the operations and debt service requirements for the Fairfax County Public Schools is \$2.2 billion, or 52.82% of total

County disbursements. Additionally, funding is provided for employee compensation as well as additional funding toward the County retirement plans.]

CAPITAL IMPROVEMENT PROGRAM

In connection with the County's adopted comprehensive land use plan, the Fairfax County Planning Commission annually prepares and submits to the Board of Supervisors a capital improvement program ("CIP") for the ensuing five-year period. The CIP is designed to balance the need for public facilities as expressed by the County's land use plan with the fiscal capability of the County to provide for those needs.

The CIP is an integral element of the County's budgeting process. The five-year document serves as a general planning guide for the construction of general purpose, school and public utility projects in the County. The CIP is updated and approved by the Board of Supervisors each year. This annual review process prompts careful attention to the development of reliable capital expenditure and revenue estimates and the timely scheduling of bond referenda.

In connection with the CIP process, the Board of Supervisors has adopted certain policy guidelines for the development and financing of the CIP. These guidelines include self-imposed restrictions on the issuance of general obligation bonds designed to keep General Fund supported debt service expenditures less than 10% of total Combined General Fund disbursements, and to maintain the ratio of bonded indebtedness to the market value of taxable property in the County at a level less than 3.0%.

The Board of Supervisors continues to review the County's debt program in light of current fiscal conditions and capital needs. Currently, general obligation bond sales for new money projects are limited to an average of \$275 million per year with a maximum limit of \$300 million in a single year. The CIP for fiscal years 2018-2022 (along with estimates for fiscal years 2023 to 2027) was approved by the Board of Supervisors on April 25, 2017. The County program includes new construction, renovation and renewal of school facilities, parks, housing development, revitalization, storm water management, public safety and courts, libraries, human services, solid waste, sewers, and transportation. Significant capital construction activity from FY 2018-2027 totaling \$9.1 billion is anticipated for the County, in addition to \$0.9 billion in regional parks and water supply projects that are undertaken within the County to benefit County residents, but is not managed or funded directly by the County. The total capital construction activity to be financed by the County totals \$10 billion from FY 2018-2027.

RETIREMENT SYSTEMS

Fairfax County administers four separate public employee retirement systems that provide pension benefits for various classes of County employees: Fairfax County Employees' Retirement System (ERS), Fairfax County Police Officers Retirement System (PORS), Fairfax County Uniformed Retirement System (URS), and the Educational Employees' Supplemental Retirement System of Fairfax County (ERFC). In addition, professional employees of the Fairfax County Public Schools participate in a plan sponsored and administered by the Virginia Retirement System (VRS).

The Fairfax County retirement systems investments are managed by independent professional investment managers. Investments in derivatives are not made for speculative purposes but may be used by investment managers to gain access to markets, to reduce risk, or to reduce transaction costs.

In fiscal year 2015, the County implemented GASB No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*. GASB Statement No. 68 establishes the

standards for accounting and reporting employee pension plans including the recognition and measurement of liabilities, deferred inflows and outflows, expenses and expenditures. The tables below are presented in conformity with GASB Statement No. 68.

Membership in the reporting entity's plans consisted of the following as of the July 1, 2014 valuation date:

Description	Primary Government			Component Unit – Public Schools
	ERS	PORS	URS	ERFC
Retirees and beneficiaries receiving benefits	7,626	966	1,194	10,524
Terminated employees entitled to, but not yet receiving, benefits	1,677	36	50	3,761
Deferred Retirement Option Plan participants	705	80	125	N/A
Active employees	13,862	1,226	1,817	21,352
Total number of plan members	23,870	2,308	3,186	35,637

Source: Fairfax County Comprehensive Annual Financial Report for FY 2016

Fairfax County Employees' Retirement System (ERS)

Plan Description

The Fairfax County Employees' Retirement System (ERS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia which covers only employees of the reporting entity. The plan covers full-time and certain part-time employees of the reporting entity who are not covered by other plans of the reporting entity or the VRS. This is the only plan that provides pension benefits to both the primary government and component units. The balances have been allocated in the financial statements as follows: County 66.4 percent including business type activities, FCPS 28.0 percent, EDA 0.5 percent, FCRHA 1.6 percent, FCPA 3.5 percent of all totals.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement, an individual must meet the following criteria: (a) attain the age of 65 with five years of creditable service, or (b) attain the age of 50 with age plus years of creditable service being greater than or equal to 80. The normal retirement benefit is calculated using average final compensation (i.e., the highest 78 consecutive two week pay periods or the highest 36 consecutive monthly pay periods) and years (or partial years) of creditable service at date of termination. In addition, if normal retirement occurs before Social Security benefits are scheduled to begin, an additional monthly benefit is paid to retirees. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

All contribution requirements for ERS are established and may be amended by County ordinances, including member contribution rates. Plan A and Plan C require member contributions of 4.0 percent of compensation up to the maximum Social Security wage base and 5.33 percent of compensation

in excess of the wage base. Plan B and Plan D require member contributions of 5.33 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2016, was 21.99 percent. Since the ERS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2016 the amortization target was increased to 95 percent, and for fiscal year 2017, it will be increased to a 97 percent level. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2016 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made during the measurement period of the liability was \$138,493,099.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2016
Total Pension Liability		
Service cost	\$	84,154
Interest		353,622
Changes in benefit terms		1,463
Differences between expected and actual experience		(8,617)
Changes of assumptions		-
Benefit payments, including refunds of member contributions		(258,835)
Net change in total pension liability		171,787
Total pension liability – beginning		4,807,873
Total pension liability – ending	\$	4,979,660
Plan Fiduciary Net Position		
Contributions – employer	\$	138,493
Contributions – member		33,194
Net investment income		16,342
Benefit payments, including refunds of member contributions		(258,835)
Administrative expense		(1,897)
Net change in plan fiduciary net position		(72,703)
Plan fiduciary net position – beginning		3,766,060
Plan fiduciary net position – ending	\$	3,693,357
Net pension liability – ending	\$	1,286,303
Plan fiduciary net position as a percentage of the total pension liability		74.17 %
Covered employee payroll	\$	686,289
Net pension liability as a percentage of covered employee payroll		187.43 %

Source: Fairfax County Comprehensive Annual Financial Report for FY 2016

Administration

There are ten members of the ERS Board of Trustees. Four members are appointed by the Board of Supervisors. Three members are elected representing the following groups: County employees, Schools employees, and retired employees. The Fairfax County Director of Human Resources and the Director of Finance serve as ex-officio members of the board, along with an appointee from the Schools.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Fairfax County Police Officers Retirement Systems (PORS)

Plan Description

The Fairfax County Police Officers Retirement System (PORS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia. The plan covers County police officers who are not covered by other plans of the reporting entity or the VRS and former Park Police officers who elected to transfer to the PORS from the Uniformed Retirement System effective January 22, 1983.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement, an individual must meet the following criteria: (a) if employed before July 1, 1981, attain the age of 55 or have completed 20 years of creditable service, or (b) if employed on or after July 1, 1981, attain the age of 55 or have completed 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if hired before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

All contribution requirements for PORS are established and may be amended by County ordinances, including member contribution rates. Member contributions were based on 8.65 percent of compensation at June 30, 2016.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2016, was 31.37 percent of annual covered payroll. The decision was made to commit additional funding and a rate of 37.98 percent was adopted for fiscal year 2016. Since the PORS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2016, the amortization target was set to a 95 percent level. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2016 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made for the measurement period of the liability was \$37,867,181.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2016
Total Pension Liability		
Service cost	\$	30,390
Interest		106,740
Differences between expected and actual experience		(11,516)
Benefit payments, including refunds of member contributions		(67,757)
Net change in total pension liability		57,857
Total pension liability – beginning		1,453,060
Total pension liability – ending	\$	1,510,917
Plan Fiduciary Net Position		
Contributions – employer	\$	37,867
Contributions – member		8,890
Net investment income		41,601
Benefit payments, including refunds of member contributions		(67,757)
Administrative expense		(443)
Net change in plan fiduciary net position		20,158
Plan fiduciary net position – beginning		1,260,757
Plan fiduciary net position – ending	\$	1,280,915
Net pension liability – ending	\$	230,002
Plan fiduciary net position as a percentage of the total pension liability		84.78 %
Covered employee payroll	\$	102,844
Net pension liability as a percentage of covered employee payroll		223.64 %

Source: Fairfax County Comprehensive Annual Financial Report for FY 2016

Administration

There are seven members of the PORS Board of Trustees. Three members are appointed by the Board of Supervisors. Two members are active employee elected representatives, and one member is a retiree elected representative. The Fairfax County Director of Finance serves as an ex-officio member of the board.

Professional Services

Independent auditor, actuary and investment consultants are hired to provide service to the fund.

Fairfax County Uniformed Retirement System (URS)*Plan Description*

The Fairfax County Uniformed Retirement System (URS) is a legally separate single-employer defined benefit pension plan. The plan covers uniformed employees including non-clerical employees of the Fire and Rescue Department and Office of Sheriff, Park Police, Helicopter Pilots, Animal Wardens and Game Wardens who are not covered by other plans of the reporting entity or the VRS.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement an individual must meet the following criteria: (a) attain the age of 55 with six years of creditable service, or (b) complete 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and

years (or partial years) of creditable service at date of termination. Annual cost of-living adjustments are provided to retirees and beneficiaries equal to the lesser of 4.0 percent and the percentage increase in the Consumer Price Index for the Washington Consolidated Metropolitan Statistical Area. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those who commenced employment on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. To be eligible for early retirement, employees must have 20 years of creditable service. The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

All contribution requirements for URS are established and may be amended by County ordinances, including member contribution rates. Employees hired before July 1, 1981, were enrolled in Plan A. Plan A members were given the opportunity to enroll in Plan B as of July 1, 1981, and to enroll in Plan C as of April 1, 1997. From July 1, 1981, through March 31, 1997, all new hires were enrolled in Plan B. Plan B members were given the opportunity to enroll in Plan D as of April 1, 1997. From April 1, 1997, through December 31, 2012, all new hires were enrolled in Plan D. From January 1, 2013, forward all new hires are enrolled in Plan E. Plan A requires member contributions of 4.0 percent of compensation up to the Social Security wage base and 5.75 percent of compensation in excess of the wage base. Plan B requires member contributions of 7.08 percent of compensation up to the Social Security wage base and 8.83 percent of compensation in excess of the wage base. Plan C requires member contributions of 4.0 percent of compensation. Plan D and Plan E require contributions of 7.08 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2016, was 37.98 percent of annual covered payroll. Since the URS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2016, the amortization target was increased to a 95 percent level, and for fiscal year 2017, it will be increased to a 97 percent level. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2016 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made for the measurement period of the liability was \$60,928,766.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year		
Measurement Date June 30 of prior year		2016
Total Pension Liability		
Service cost	\$	41,721
Interest		132,951
Changes in benefit terms		1,702
Differences between expected and actual experience		11,019
Benefit payments, including refunds of member contributions		(84,849)
Net change in total pension liability		102,544
Total pension liability – beginning		1,781,131
Total pension liability – ending	\$	1,883,675
Plan Fiduciary Net Position		
Contributions – employer	\$	60,928
Contributions – member		11,473
Net investment income		21,800
Benefit payments, including refunds of member contributions		(84,849)
Administrative expense		(455)
Net change in plan fiduciary net position		8,897
Plan fiduciary net position – beginning		1,516,720
Plan fiduciary net position – ending	\$	1,525,617
Net pension liability – ending	\$	358,058
Plan fiduciary net position as a percentage of the total pension liability		80.99 %
Covered employee payroll	\$	160,762
Net pension liability as a percentage of covered employee payroll		222.73 %

Source: Fairfax County Comprehensive Annual Financial Report for FY 2016

Administration

There are eight members of the URS Board of Trustees. Three members are appointed by the Board of Supervisors. Three members are employee elected representatives comprised of two members from the Fire and Rescue Department, and one member from the Sheriff's Department. The Fairfax County Director of Finance and Director of Human Resources serve as ex-officio members of the board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)*Plan Description*

Benefit provisions for ERFC and ERFC 2001 are established and may be amended by ERFC's Board of Trustees (ERFC Board) subject to approval by the School Board. All members are vested for benefits after five years of service. The ERFC benefit formula was revised effective July 1, 1988, following changes to VRS, which ERFC has historically supplemented. The benefit structure is designed to supplement VRS and Social Security benefits to provide a level retirement benefit throughout retirement.

ERFC 2001 has a stand-alone structure. Member contributions for ERFC and ERFC 2001 are made through an arrangement that results in a deferral of taxes on the contributions. Further details of member contributions may be found in Article III of the ERFC and ERFC 2001 Plan Documents.

ERFC and ERFC 2001 provide for a variety of benefit payment types. ERFC's payment types include Service Retirement, Reduced Service, Disability, Death-in-Service, and Deferred Retirement. ERFC 2001's payment types include Service Retirement, Death-in-Service, and Deferred Retirement. ERFC's minimum eligibility requirements for receipt of full benefits range from members attaining the age of 55 with 25 years of service to completing five years of service prior to age 65. The minimum eligibility requirements for full benefits for ERFC 2001 members are age 60 with five years of service or any age with 30 years of service. Annual post-retirement cost-of-living increases of 3 percent are effective each March 31. Participants in their first full year of retirement receive a 1.49 percent increase. Participants who retire on or after January 1 receive no cost-of-living increase that first March. Additional details regarding benefit payment types can be found in the actuarial valuation and the Plan Documents.

Funding Policy

All contribution requirements for ERFC plans are established and may be amended by the ERFC Board with the approval of the School Board. The requirements are based upon a fundamental financial objective of having rates of contribution that remain relatively level from generation to generation of employees. To determine the appropriate employer contribution rates and to assess the extent to which the fundamental financial objective is being achieved, ERFC has actuarial valuations prepared annually. The contribution requirements of members and the employer are established and may be amended by the ERFC Board, subject to School Board approval. Members are required to contribute 3 percent of annual salary. The employer is required to contribute at an actuarially determined rate which presently is 5.6 percent. Employer contributions to the pension plan were \$76,587,309 and \$74,324,396 for the years ended June 30, 2016, and June 30, 2015, respectively.

The actuarial valuations are used to set the employer contribution rate for the two-year period beginning 18 months after the valuation date. As such, the December 31, 2013, valuation recommended that the contribution rate for the two-year period beginning July 1, 2015, to June 30, 2017, remain at 5.6 percent.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2016
Total Pension Liability		
Service cost	\$	77,494
Interest		198,939
Differences between expected and actual experience		(17,051)
Benefit payments, including refunds of member contributions		(167,843)
Net change in total pension liability		91,539
Total pension liability – beginning		2,697,689
Total pension liability – ending	\$	2,789,228
Plan Fiduciary Net Position		
Contributions – employer	\$	74,324
Contributions – member		39,983
Net investment income		32,085
Benefit payments, including refunds of member contributions		(167,843)
Administrative expense		(3,752)
Net change in plan fiduciary net position		(25,203)
Plan fiduciary net position – beginning		2,204,927
Plan fiduciary net position – ending	\$	2,179,724
Net pension liability – ending	\$	609,504
Plan fiduciary net position as a percentage of the total pension liability		78.15 %
Covered employee payroll	\$	1,366,030
Net pension liability as a percentage of covered employee payroll		44.62 %

Source: Fairfax County Comprehensive Annual Financial Report for FY 2016

Administration

The Board is composed of seven members: three are appointed by the School Board, and three are elected by active ERFC members. The six combined Board members recommend someone who is not affiliated with FCPS for the seventh position, which is subject to approval by the School Board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Virginia Retirement Systems (VRS)*Plan Description*

FCPS contributes to VRS on behalf of its covered professional employees. VRS is a cost-sharing, multiple-employer retirement system, which administers two defined benefit plans and a hybrid plan that combines the features of a defined benefit plan and a defined contribution plan. These plans are administered by the State and provide coverage for State employees, public school board employees, employees of participating political subdivisions, and other qualifying employees. All full-time, salaried, permanent employees of VRS-participating employers are automatically covered under VRS. All employees hired after January 1, 2014, are automatically enrolled in the Hybrid Plan. Contributions made by members and participating VRS employers are invested to provide future retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries.

Funding Policy

The contribution requirement for active employees is governed by Section 51.1-145 of the Code, as amended, but may be impacted as a result of funding provided to school divisions by the Virginia General Assembly. Employees are required to contribute 5.0 percent of their compensation toward their retirement. Prior to July 1, 2012, all or part of the 5.0 percent member contribution may have been assumed by the employer. Beginning July 1, 2012, new employees were required to pay the 5.0 percent member contribution. In addition, for existing employees, employers were required to begin making the employee pay the 5.0 percent member contribution. This could be phased in over a period of up to 5 years and the employer is required to provide a salary increase equal to the amount of the increase in the employee-paid member contribution. Each school division's contractually required contribution rate for the year ended June 30, 2016, was 14.06 percent of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2013. The actuarial rate for the Teacher Retirement Plan was 18.20 percent. The actuarially determined rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employee during the year, with an additional amount to finance any unfunded accrued liability. Based on the provisions of Section 51.1-145 of the Code, as amended, the contributions were funded at 79.69 percent of the actuarial rate for the year ended June 30, 2016. Employer contributions to the pension plan were \$192,421,257 and \$192,934,971 for the years ended June 30, 2016, and June 30, 2015, respectively.

Fairfax County Retirement Systems – Plan Revisions from the Board of Supervisors

As directed by the Board of Supervisors, the Fairfax County Department of Human Resources contracted with a benefits consultant to conduct a comprehensive retirement study. Based on the results of this study, the Board of Supervisors, as part of their mark-up of the FY 2013 Adopted Budget Plan on April 24, 2012, reaffirmed the County's commitment to a defined benefit plan model for current employees and for new hires. The Board also directed staff to prepare revisions to the Fairfax County Code to incorporate several modifications to the retirement systems, to apply only to new employees who are hired after January 1, 2013. These changes included increasing the minimum retirement age from 50 to 55 in the Employees' system, increasing the rule of 80 to the rule of 85 in the Employees' system, removing the pre-Social Security Supplement from DROP accounts in the Employees' system and the Uniformed system, and placing a cap on the use of sick leave for retirement purposes at 2,080 hours for all three retirement systems.

Other Post-Employment Benefits (OPEB)

In fiscal year 2008, the County and FCPS implemented the Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Benefits Postemployment Benefits Other Than Pensions. The County provides health care and life insurance benefits to eligible retirees and their spouses. Fairfax County is one of the founding participants in the Virginia Pooled OPEB Trust Fund sponsored by the Virginia Municipal League and the Virginia Association of Counties (VML/VACo). The Virginia Pooled OPEB Trust Fund was established as an investment vehicle for participating employers to accumulate assets to fund Other Public Employment Benefits (OPEB).

At June 30, 2016, the County had actuarial plan assets of \$222.49 million and reported a net OPEB asset of \$40.02 million, representing that the annual required contributions (ARC) were in excess of actual contributions. As of the July 1, 2015, actuarial valuation, the County had an actuarial accrued liability of \$317.62 million and an ARC of \$13.34 million.

FCPS also provides health insurance benefits to eligible retirees and their spouses and is a participant in the Virginia Pooled OPEB Trust Fund. At June 30, 2016, FCPS had actuarial plan assets of \$95.9 million in the pooled trust fund and reported a net OPEB asset of \$30.06 million. As of the July 1, 2015, actuarial valuation, FCPS had an actuarial accrued liability of \$377.3 million and an ARC of \$23.38 million.

For further information regarding the County's retirement systems, see "Basic Financial Statements – Notes to Financial Statements – Notes G and H" in Appendix IV.

CONTINGENT LIABILITIES AND CLAIMS

The County is contingently liable with respect to lawsuits and other claims that arise in the ordinary course of its operations. [See Note L in the County's Financial Statements in Appendix IV to this Official Statement for details as of the end of fiscal year 2017.]

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix VI.

[Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, County Attorney.]

TAX MATTERS

Opinion of Bond Counsel

[to be updated] In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under existing law, and subject to the provisions of this section, interest on the Bonds is not includable in gross income of the owners of the Bonds for federal income tax purposes. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Bonds will not be a specific preference item for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations under 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 (i) ownership of the Bonds or (ii) inclusion in certain computations of interest that is excluded from gross income.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the 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 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 Bonds. In general, the issue price of a maturity of the Bonds is the first price at which a substantial amount of 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 Bonds is sold to the public may be determined according to rules that differ from those described above. An owners of a Discount Bond should consult his tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 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 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). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the Bonds. An owner of such Bonds is required to decrease his adjusted basis in such Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Bonds are held. An owner of such Bonds should consult his tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Bonds and with respect to state and local income tax consequences of owning and disposing of such Bonds.

Backup Withholding

Interest paid on the 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 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the 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 existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain 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 Bonds or the inclusion in certain computations of interest on the Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE 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 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 Bonds. Prospective purchasers of the 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 (the “Proposed Legislation”), which, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Bonds, to a tax payable by certain bondholders that are individuals, estates or trusts with adjusted gross income in excess of thresholds specified in the Proposed Legislation. It is unclear if the Proposed Legislation will be enacted, whether in its current or an amended form, or if other legislation that would subject interest on the Bonds to a tax or cause interest on the Bonds to be included in the computation of a tax, will be introduced or enacted.

Prospective purchasers should consult their tax advisors as to the effect of the Proposed Legislation, if enacted, in its current form or as it may be amended, or such other legislation on their individual situations.

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 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.

VERIFICATION OF CERTAIN MATHEMATICAL COMPUTATIONS

The accuracy of (i) the arithmetical computations of the maturing principal and interest earned on the federal securities in the escrow account established in the escrow agreement relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on the Refunded Bonds and (ii) the mathematical computations supporting the conclusion that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code, have been verified by _____, _____. Such verification has been based upon information supplied by the Financial Advisor.

RATINGS

The Bonds have been rated “___” by Fitch Ratings (“Fitch”), “___” by Moody’s Investors Service, Inc. (“Moody’s”), and “___” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“Standard & Poor’s”). The County requested that the Bonds be rated and furnished certain information to Fitch, Moody’s, and Standard & Poor’s, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell, or hold the Bonds. Generally, rating agencies base their ratings on such materials and information provided by the County, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Bonds.

SALE AT COMPETITIVE BIDDING

The Bonds will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the Notice of Sale relating to the Bonds (See Appendix VIII). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a “Final Official Statement” within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the “Underwriters”), the expected selling compensation to the

Underwriters and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriters.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

FUTURE FINANCIAL INFORMATION

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 Bonds, unless it has determined that the issuer of such securities and/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, if material (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix VII), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2018, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the 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.

In addition, pursuant to the Sewer Undertakings relating to certain sewer revenue bonds defeased on May 12, 2016 (the “Sewer Bonds Defeasance”), the 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 the County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant Sewer Undertakings. the County has strengthened its procedures to ensure that event notices to be provided by outside entities on the 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.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

By: _____, Chairman

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[Insert Organization Chart here]

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[Insert Regional map here]

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[Insert County Map here]

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FAIRFAX COUNTY, VIRGINIA
MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS
(Fiscal Year Ended June 30, 2017)

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The 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 Bond certificate will be issued for each principal amount of Bonds of a Series bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, 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 (“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 (“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 www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of the Bonds (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. 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 Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may

not be the Beneficial Owners. The Direct and 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 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the 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 notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the 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 detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by 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 Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

_____, 2018

Board of Supervisors of Fairfax County, Virginia
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the “County”), we have examined certified copies of the legal proceedings, including the election proceedings and other proofs submitted, relative to the issuance and sale of

\$ _____

Fairfax County, Virginia

Public Improvement Bonds, Series 2018A (the “Series 2018A Bonds”)

and

\$ _____

Fairfax County, Virginia

Public Improvement Refunding Bonds, Series 2018B (the “Series 2018B Bonds” and together with the Series 2018A Bonds, the “Bonds”)

The Series 2018A Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2017 to 2036, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2018. The Series 2018A Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 20__ to 20__, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2018. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Board of Supervisors of Fairfax County on December __, 2017.

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an ad valorem tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under existing law. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the school board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Bonds is not an item of tax preference for purposes of the federal individual or corporate alternative minimum tax.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Bonds or the inclusion in certain computations (including without limitation those related to the corporate alternative minimum tax) of interest that is excluded from gross income.

Respectfully submitted,

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 County of \$_____ aggregate principal amount of its Public Improvement Bonds, Series 2018A and Public Improvement Refunding Bonds, Series 2018B (collectively, the “Bonds”) pursuant to the provisions of a resolution (the “Resolution”) adopted on December __, 2017, by the Board of Supervisors of the County. The proceeds of the Bonds are being used by the County to finance and refinance various public improvements in the County. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices, or disclosures that may be required under this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, 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 a Bond.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- principal and interest payment delinquencies;
- non-payment related defaults; if material;
- unscheduled draws on debt service reserves reflecting financial difficulties;
- unscheduled draws on credit enhancements reflecting financial difficulties;
- substitution of credit or liquidity providers, or their failure to perform;

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax-exempt status of the Bonds;

modifications to rights of holders, if material;

bond calls, if material, and tender offers;

defeasances;

release, substitution, or sale of property securing repayment of the Bonds, if material;

rating changes;

bankruptcy, insolvency, receivership or similar event of the County; which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;

the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

“Participating Underwriter” shall mean any of the original underwriters of the County’s Bonds required to comply with the Rule in connection with the offering of such 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 each 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, 2018). 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 Repositories when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the County, including operating data, updating such information relating to the County as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. 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 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 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 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 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 Resolution or the Bonds of the County, 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 shall create no rights in any other person or entity.

Date: _____, 2018

FAIRFAX COUNTY, VIRGINIA

By:

Joseph M. Mondoro
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

(a) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.

(b) **Debt Information.** Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.

(c) **Demographic Information.** Updated demographic information respecting the County such as its population, public school enrollment, and per pupil expenditure.

(d) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits, and taxable sales data.

(e) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses, and actuarial valuation(s) of such plans.

(f) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY VIRGINIA
PUBLIC IMPROVEMENT BONDS,
SERIES 2018A**

and

**FAIRFAX COUNTY VIRGINIA
PUBLIC IMPROVEMENT REFUNDING BONDS,
SERIES 2018B**

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 issued pursuant to that certain Resolution adopted on December __, 2017, by the Board of Supervisors of the County, the proceeds of which were used to finance and refinance various public improvements in the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By

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Board Agenda Item
December 5, 2017

ACTION - 4

Authorization of Economic Development Support Funding for Annandale Pilot Projects

ISSUE:

Board of Supervisors' authorization of \$125,000 from the Economic Development Support Fund (EDSF) for implementation of the Annandale Pilot Projects.

RECOMMENDATION:

The County Executive recommends that the Board use the EDSF funds for this purpose.

TIMING:

Board action is requested on December 5, 2017, in order to proceed with the planning necessary for the implementation of the projects to occur starting in the spring of 2018.

BACKGROUND:

In July 2016, the Urban Land Institute performed a Technical Assistance Panel to develop short - and medium - term strategies for revitalizing Annandale, with a focus on the "downtown" core along Columbia Pike. Since that time, staff from the Office of Community Revitalization (OCR) in coordination with staff from the Department of Transportation (DOT) has explored the suggested strategies to determine which have the greatest chance of contributing to the larger revitalization goals for Annandale in the near - term. Two proposed actions were identified: a pilot "Open Streets" event including a "complete street" demonstration component, and a pilot "pop-up civic plaza" on a County-owned property, including the development of programming for the site.

At the September 26, 2017, meeting of the Board of Supervisors, the Board authorized the evaluation of the use of the EDSF to support the Annandale Pilot Projects. On October 17, 2017, the project was presented to the Board at its Budget Committee discussion (Attachment 1).

It is estimated an Open Street event in Annandale could attract approximately 5,000 participants. Surveys conducted at Open Street events in other communities have reported that more than 80% of survey respondents spent money at the event. In addition, qualitative surveys will be administered to participants to gauge the success of the initiative in achieving its placemaking, transportation, health, and economic vitality goals. The surveys would capture metrics such as the number, age, and diversity of

Board Agenda Item
December 5, 2017

participants, which street activities or programming people engaged in, feedback on the complete street demonstration project and on the overall experience, as well as insights on sales activity from nearby businesses.

The establishment of a low-cost pop-up plaza at the County-owned property in downtown Annandale could generate new revenue for the Park Authority through expanded programming offerings. In addition, qualitative surveys would be conducted in order to gauge the success of the initiative in achieving its placemaking and economic vitality goals.

The EDSF is an opportunity to fund these activities that will assist in bringing vibrancy to downtown Annandale and in enhancing the community and commercial vitality of this important place. Funding these pilot projects will provide the opportunity to model a community-based approach to the implementation of temporary and interim uses as placemaking strategies and revitalization tools. Lessons learned will be documented and will provide the framework upon which to replicate similar events in other portions of the county.

FISCAL IMPACT:

This item will result in the expenditure of \$125,000 from the Economic Development Support Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Presentation of Annandale Pilot Projects

STAFF:

Barbara Byron, Director, Office of Community Revitalization (OCR)

Tom Biesiadny, Director, Department of Transportation (DOT)

Laura Baker, Revitalization Program Manager, OCR



Annandale Pilot Projects

EDSF Nomination

Laura Baker, Revitalization Program Manager
Office of Community Revitalization

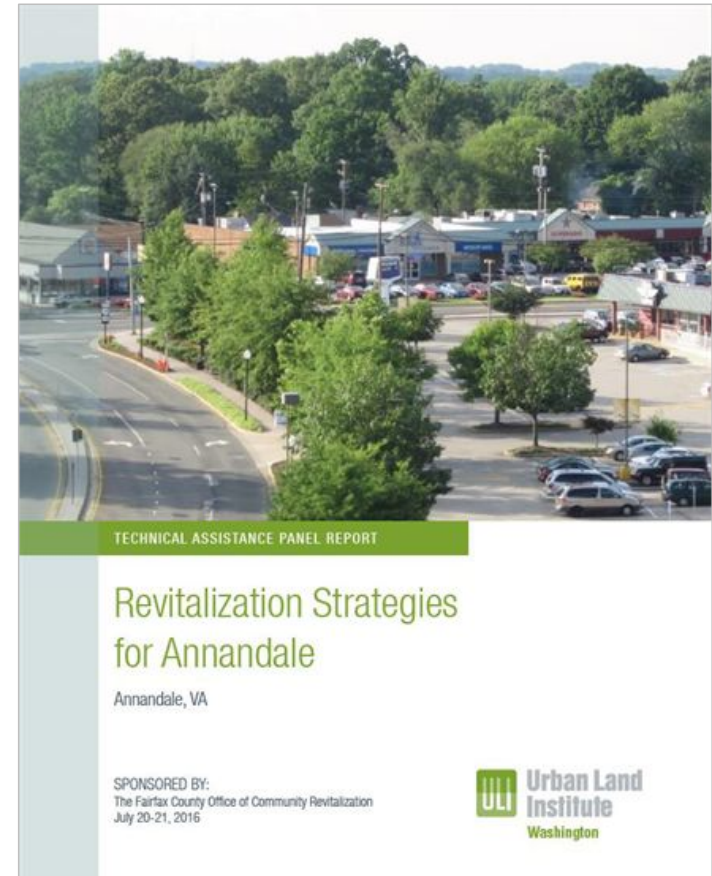
10/17/2017

Proposal

- \$125,000 to implement strategies from ULI TAP report

Such as:

- Pilot Open Street Event
- Pilot Pop-Up Plaza



Pilot Open Street Event

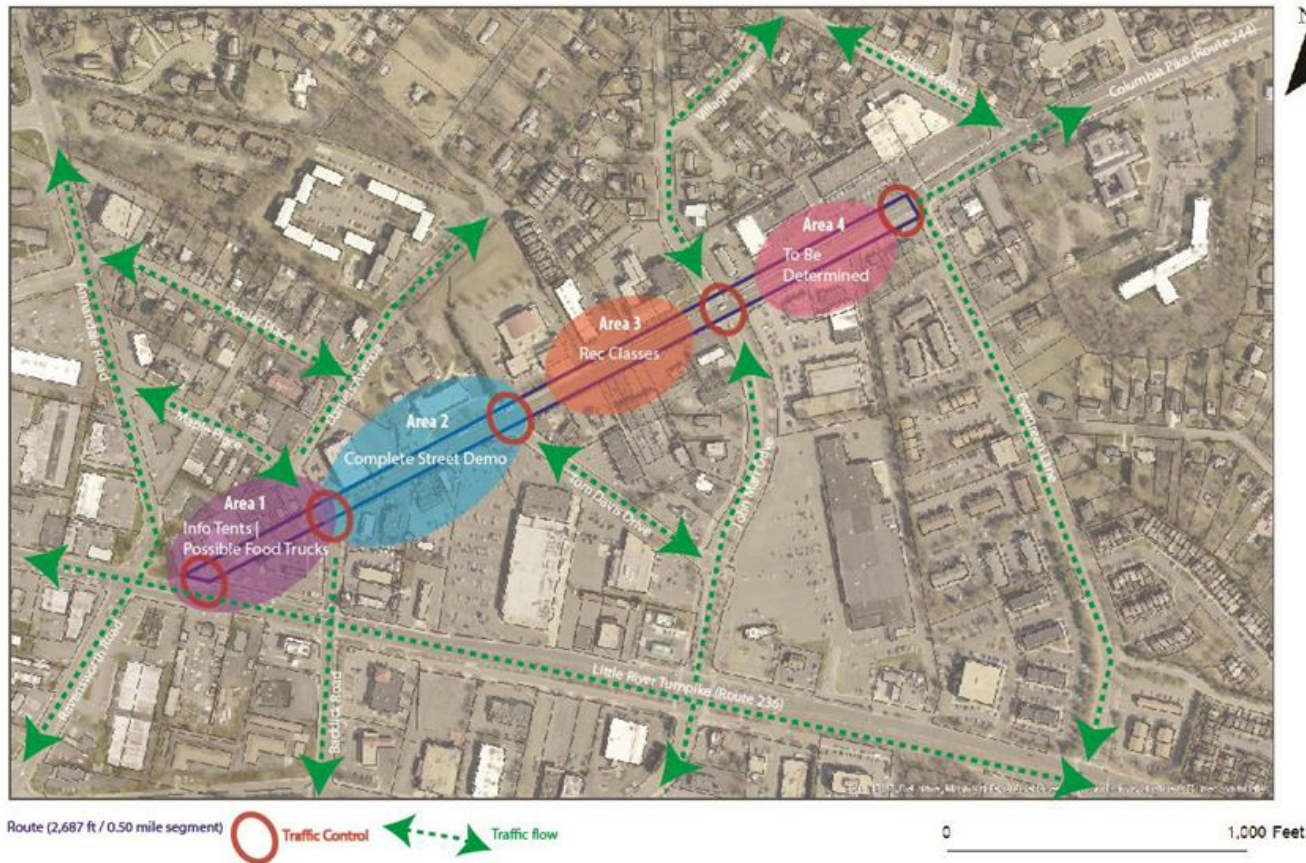
- Open Street events temporarily close streets to traffic, and open them to people, encouraging the community to experience the street in a new way!



Examples of Open Street Activities



Location?



- Utilize Columbia Pike in downtown
- Weekend day temporary event
- 0.5-mile proposed route
- Programmed activity nodes
- Police-controlled intersections
- Major area roads open
- Alternative property access available

Pilot Pop-Up Plaza

- Pop-up plazas/parks can provide temporary or interim civic gathering spaces in places which lack permanent infrastructure
 - Programmable

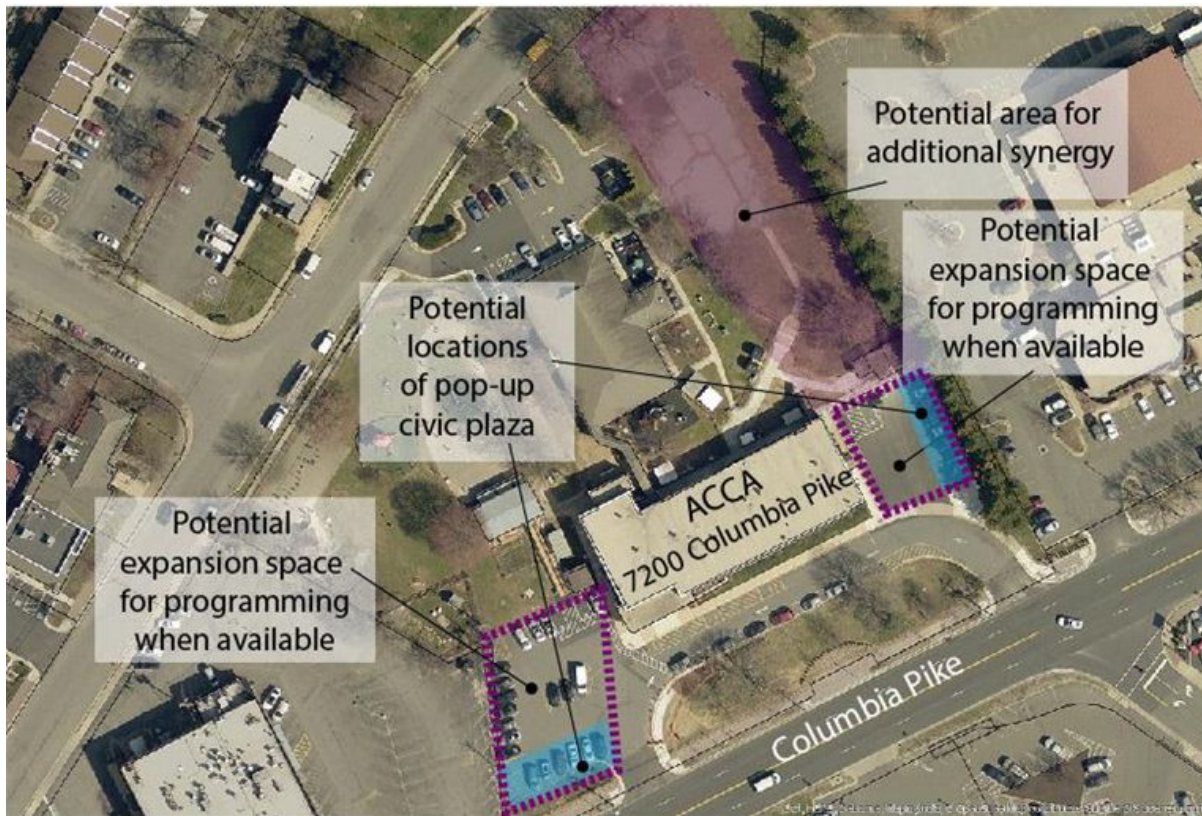
Example of Pop-up Plaza & Programming |
Pop-Up Park at The Boro, Tysons



Example of Pop-up Plaza &
Programming | Sunset Triangle
Plaza – Los Angeles, CA

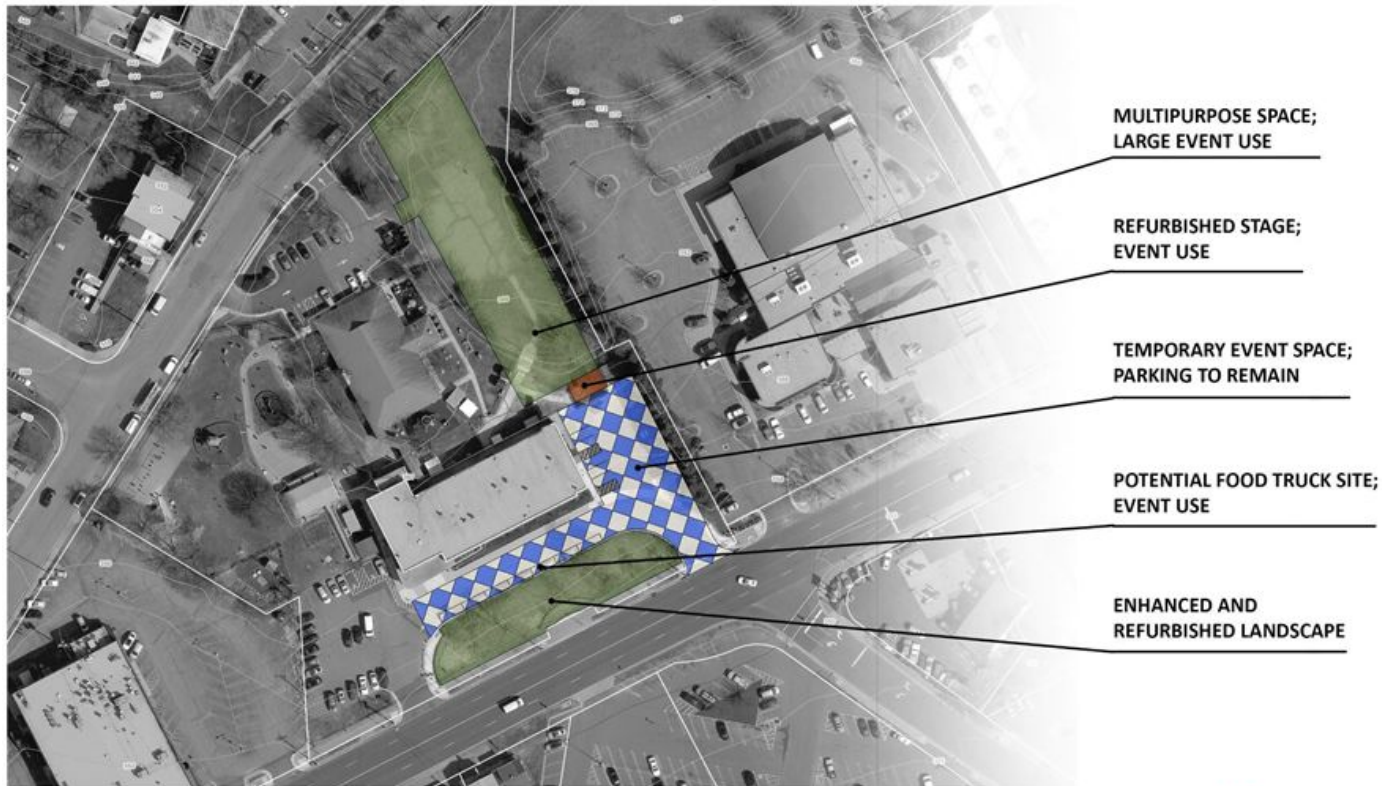


Location?



- Utilize County property to establish a pop-up plaza/park in heart of downtown
- Design and build flexible concept with temporary, moveable materials
- Test programming

Illustrative Concept



Benefits to County

- Pilots = Opportunity to:
 - Test temporary and interim uses as placemaking strategies and revitalization tools
 - Facilitate collaboration among county agencies, state agencies, and community
 - Refine process for use in other areas
 - Document outcomes and community benefits, develop guidance for replication, potential process improvements
 - Advance Comprehensive Plan vision for Annandale, *Strategic Plan to Facilitate Fairfax County's Economic Success*, and ULI's *Revitalization Strategies for Annandale* study

Questions?



Open Street Activities
Atlanta, GA | Credit:
Sharon Roerty, Active Living Research



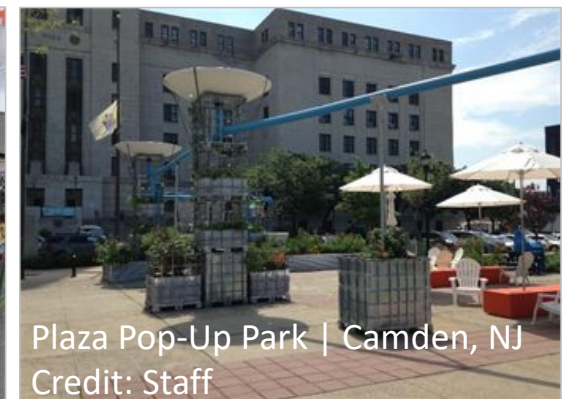
Pop-Up Park | Norway
Credit: World Landscape Architecture



Open Street Activities
Minneapolis, MN | Credit: Bradley Johnson



Pop-Up Stage | United Kingdom
Credit: ISOSpaces



Plaza Pop-Up Park | Camden, NJ
Credit: Staff

ACTION - 5

Approval of a Memorandum of Understanding between the Metropolitan Washington Council of Governments and the Fairfax County Board of Supervisors Regarding Participation in a Coastal Storm Risk Management Study

ISSUE:

The Metropolitan Washington Council of Governments (COG) is coordinating a Coastal Storm Risk Management Study for the Metropolitan Washington, D.C. area with the U.S. Army Corps of Engineers (USACE). The study will assess the region's vulnerability to flooding in tidal areas, assess ongoing actions relating to these vulnerabilities, identify gaps in these actions, and develop additional actions that could be taken to address these gaps. Fairfax County was identified as a non-federal cost-share partner for the study.

RECOMMENDATION:

The County Executive recommends approval of the attached Memorandum of Understanding (MOU) between COG and the Fairfax County Board of Supervisors regarding participation in a Coastal Storm Risk Management Study. The MOU defines the roles and responsibilities for the County and COG for the study, and includes estimated costs for each study partner.

TIMING:

Board action is requested no later than December 5, 2017. Approval of the MOU by this date will allow County staff to participate in the development of the COG/U.S. Army Corps of Engineers (USACE) study Project Management Plan which will result in a detailed scope of work for the proposed three year study.

BACKGROUND:

COG is coordinating a Coastal Storm Risk Management Study for the Metropolitan Washington region with USACE. The study will investigate flood risks in the vicinity of the region's tidal areas, including Fairfax County, and identify potential solutions to protect any critical infrastructure as well as any communities in these areas. This effort will build upon existing studies for the region and collaborate with a wide range of stakeholders to leverage ongoing efforts and avoid duplication.

The study will develop a plan for Fairfax County to mitigate tidal flooding impacts and support community resilience. The study will also analyze regional climate information

Board Agenda Item
December 5, 2017

and data generated by the study to assess current and future, non-tidal, localized flooding impacts from major storm events.

The USACE will complete the study in three years.

FISCAL IMPACT:

The estimated maximum contribution of the County as a Tier 1 cost-share partner for the study is \$350,000. The final contribution will depend on the detailed scope of study as well as mutually agreed credits for in-kind services. Funding is currently available in Project SD-000032, Emergency and Flood Response Projects, Fund 400-40100, Stormwater Services, for the County's obligation for the proposed study.

ENCLOSED DOCUMENTS:

Attachment 1 - Memorandum of Understanding between the Metropolitan Washington Council of Governments and the Fairfax County Board of Supervisors.

STAFF:

James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Randolph W. Bartlett, Deputy Director, Stormwater & Wastewater Management Divisions, DPWES

Joseph Montoro, Chief Financial Officer, Department of Management and Budget

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney, Office of the County Attorney

MEMORANDUM OF UNDERSTANDING
between
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
and the
FAIRFAX COUNTY BOARD OF SUPERVISORS, VIRGINIA

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this _____ of _____, 2017, between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (“COG”), 777 North Capitol Street, N.W., Washington, D.C. 20002 and the Fairfax County Board of Supervisors (the “County”), 12000 Government Center Parkway, Fairfax, VA 22035.

WHEREAS, the United States Army Corps of Engineers (“USACE”) has been authorized to conduct an investigation titled “Metropolitan Washington, District of Columbia Coastal Storm Risk Management Study (CSR Management Study), to investigate coastal flood risk management problems and solutions for the National Capital Region (“NCR”) to reduce damages from flooding in tidally-influenced areas affecting population, critical infrastructure, critical facilities, property, and ecosystems; and

WHEREAS, under the Water Resources Development Act of 1986, the USACE is authorized to expend up to \$3.0 million over three years to conduct the full study, contingent upon reaching agreement on a Project Management Plan for the study and development of a fifty percent cost-share funding plan with its non-federal partners (including in-kind contributions); and

WHEREAS, the COG Board has identified infrastructure resiliency as crucial for the protection of public health, the environment and the region’s economy; and

WHEREAS, COG has been working with the USACE and the National Capital Planning Commission to identify potential federal and non-federal partners in the region to participate in the study, as well as potential non-federal cost-share to leverage the USACE funding for this study; and

WHEREAS, COG has signed a Federal Cost-Share Agreement (“FCSA”) with the USACE and provided initial funding to support development of the scope of work for the Study’s Project Management Plan; and

WHEREAS, the County desires to participate in this CSR Management Study as a non-federal cost-share partner, which would include participating in the development of the Project Management Plan that will define the scope of the study and the associated Cost-Share Plan, and be an active participant in the CSR Management Study; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other considerations, the parties agree as follows:

I. Term

The Term of this MOU shall be from execution by the parties until the completion/termination of the CSR Management Study ("Study"), and all matters related to the Study and this MOU. The Study will be conducted over a three (3) year period. Therefore, the term of this MOU will be up to four (4) years to allow for completion of the Study and follow up unless extended by the parties.

II. Source and Level of Funding

- A. The County shall pay 100% of its agreed upon cost allocation and consistent with the payment schedule as defined in the Cost-Share Plan (Attachment A), up to a maximum total of \$350,000. The County certifies that it will appropriate said funding upon approval of the Project Management Plan ("PMP").
- B. The Cost-Share Plan and cost allocations will reflect any "in-kind" funding that has been deemed eligible under the terms of the USACE's funding requirements and agreed upon by all the Cost-Share Partners.
- C. COG will receive the appropriated funds for the Study from the County and pay those funds to the USACE. Accordingly, COG has no responsibility to make payment to the USACE, or any other entity, other than from the funds provided by the Parties ("Parties"/"Cost-Share Partners").

III. Scope of Work

- A. A detailed scope of work for the Study will be developed by and agreed to by the USACE, COG, and all Cost-Share Partners. That scope of work and the associated budget will be part of the PMP.
- B. COG, the USACE and all the Cost-Share Partners shall jointly agree, in writing to any amendments to the PMP and associated adjustments to the Cost-Share Plan.

IV. Responsibilities

- A. COG shall:
 - 1. Serve as the non-federal sponsor for the Study, handle coordination and communication with the Cost-Share Partners, and submit required progress reports outlining the work completed by the USACE.
 - 2. Coordinate submission of invoices from the USACE and transmit those invoices to the Cost-Share Partners consistent with the Cost-Share Plan, and provide updates on the Study budget and funding on a quarterly basis.

B. The County shall:

1. Designate staff to actively participate in these activities, working with COG and the USACE for the period of the Study.
2. Upon receipt of invoices, make payment to COG as soon as practicable (but not later than 30 days after receipt of a valid invoice) so that COG may make timely payment to the USACE. All payments by the County under this MOU shall be by check, drawn to the order of: Metropolitan Washington Council of Governments or, if approved by COG, by electronic funds transfer.
3. Acknowledge that any additional or refined work to address specific issues and needs of the County, and the additional associated cost changes, must be agreed upon in writing as an amendment to this MOU.

V. Waiver of Liability

The County and COG mutually release each other from any claims against each other, their employees and agents, and from any and all liability, claims, demands, losses which may result from the implementation of this MOU and work performed pursuant thereto, including but not limited to that due to any work completed in whole or in part by the USACE or any other third party, pursuant to this MOU.

Each of the parties will be responsible for the actions of its own employees and agents and any liability resulting therefrom which may occur as a result of this MOU or work performed by COG or the USACE.

VI. Disputes

Both parties shall use their best efforts to resolve any dispute. Any disputes which cannot be resolved may be subject to litigation, or mutually agreed to mediation or arbitration.

VII. Termination

The performance of work under this MOU may be terminated by either party by giving the other party 30 calendar days written notice. If the County has provided funds to COG for which no claim will be made by the USACE, COG shall return the funds to the County within 30 days of the effective date of the termination. Should the USACE make any claims to such funds, the County and COG shall mutually determine the County's financial obligation for that claim.

VIII. Amendments

This MOU may be amended only by mutual consent to a written amendment signed

by both parties.

IX. Anti-Deficiency Act and Related Laws

Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this MOU shall be construed as binding on the County to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

Similarly, COG and the County acknowledge that the County shall be subject to any anti-deficiency, non-appropriation, or subject to appropriation requirement under the law controlling on the County.

X. Applicable Law

Except as stated in Section IX of this MOU regarding anti-deficiency, non-appropriation or subject to appropriation requirements, this MOU shall be governed by the laws of the District of Columbia, and the courts of the District of Columbia shall have exclusive jurisdiction to decide any question arising hereunder.

XI. Severability

If any of the provisions of this MOU contravene or are held to be invalid under any applicable law, such provisions shall not invalidate this MOU in its entirety but the MOU shall be construed as if not containing the particular provisions which have been so construed and all remaining obligations of the parties shall remain in effect to the maximum extent possible.

XII. MOU Contacts

The Contacts for any questions regarding work pursuant to this MOU are:

COG: Tanya T. Spano, Chief, Regional Water Quality Management
DEP/Water Resources Program
777 North Capitol Street, N.E.
Washington, D.C. 20002
(202) 962-3776
Email: tspano@mwecog.org

Fairfax County: Dipmani Kumar, Chief
Watershed Planning and Evaluation Branch
Stormwater Planning Division
12000 Government Center Parkway, Suite 449
Fairfax, VA 22035
(703)324-4612
E-mail: dkumar@fairfaxcounty.gov

The Contacts for any questions regarding the Terms of this MOU or for Official Notices are:

COG: Stuart Freudberg,
Deputy Executive Director
777 North Capitol Street, N.E.
Washington, D.C. 20002
(202) 962-3200
Email: sfreudberg@mwkog.org

Fairfax County: Kirk Kincannon
Acting County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Email: kkinca@fairfaxcounty.gov

This MOU represents the full agreement of the parties hereto as evidenced by their respective signatures below:

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

By: _____
Chuck Bean, Executive Director

Date: _____

FAIRFAX COUNTY BOARD OF SUPERVISORS

By: _____
Kirk Kincannon,
Acting County Executive

Date: _____

MEMORANDUM OF UNDERSTANDING
between
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
and the
FAIRFAX COUNTY BOARD OF SUPERVISORS, VIRGINIA

Attachment A

USACE Coastal Storm Risk Management Study
Proposed Non-Federal Cost-Share and Allocation Plan

PARTICIPANT	Allocations & Assumptions	TOTAL COST-SHARE
Non-Federal Cost-Share		\$ 1,500,000
COG	Initial funding to support development of scope of work (see USACE draft work plan)	\$ 100,000
	<i>Additional Funding Needed</i>	<i>\$ 1,400,000</i>
Tier 1 Cost-Share Partners	<i>Est. Tier 1 Share</i>	<i>\$ 1,000,000</i>
District of Columbia		\$ 250,000
DC Water		\$ 250,000
Fairfax County		\$ 250,000
Alexandria		\$ 250,000
Tier 2 Cost-Share Partners	<i>Assume Tier 2 pay ~1/2 of Tier 1</i>	<i>\$ 400,000</i>
Arlington		\$ 133,333
Prince George's		\$ 133,333
MWAA		\$ 133,334
OTHERS		
TBD		\$ -
TOTAL FUNDING		\$ 1,500,000
Surplus/Deficit		\$ -

ACTION – 6

Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Refunding Revenue Bonds or Notes for the Benefit of GMUF Potomac Heights, LLC

ISSUE:

Requesting that the Fairfax County Economic Development Authority issue up to \$18,500,000 Revenue bonds to issue its revenue bonds at one time, or from time to time in one or more series for, among other purposes to assist the Borrower in refunding the Authority's outstanding Student Housing Refunding Revenue Bonds (George Mason University Foundation, Inc. Project), Series 2013 (the "2013 Bonds").

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution.

TIMING:

Board action is requested on December 5, 2017.

BACKGROUND:

The Fairfax County Economic Development Authority has received a request from George Mason University Foundation Potomac Heights, LLC, to issue its revenue notes, at one time or from time to time in one or more series, to assist the Borrower in (a) refunding the Authority's outstanding Student Housing Refunding Revenue Bonds (George Mason University Foundation, Inc. Project), Series 2013 (the "2013 Bonds") which were issued for the purpose of refunding certain prior bonds issued by the Authority to finance or refinance the cost of certain capital improvements owned by the consisting of approximately 183,000 square feet located at 10350 York River road, in the county of Fairfax, Virginia, and (ii) an approximately 36,000 square foot residential and office facility known as University Park and located at 4260 Chain Bridge Road, 4262 Chain Bridge Road, 4264 chain Bridge Road and 4266 Chain Bridge Road, in the City of Fairfax, Virginia; (b) funding swap breakage costs in connection with the 2013 Bonds; and (c) funding certain costs of the issuance of proposed notes (collectively, the "Refunding Project").

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December 5, 2017

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 - Resolution of the Board of Supervisors
Attachment 2 - Certificate of Public Hearing with Supporting Documents
Attachment 3 - Fiscal Impact Statement

STAFF:
Gerald I. Gordon, Director, Fairfax County Economic Development Authority
Thomas O. Lawson, Counsel to Fairfax County Economic Development Authority

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority (the "Authority") has considered the application of GMUF Potomac Heights, LLC (the "Borrower"), a Virginia limited liability company whose sole member, George Mason University Foundation, Inc., is a nonprofit corporation which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), requesting the issuance of the Authority's revenue notes, at one time or from time to time in one or more tax-exempt or taxable series, in an amount not to exceed \$18,500,000 (the "Notes") to assist the Borrower (a) refunding the Authority's outstanding Student Housing Refunding Revenue Bonds (George Mason University Foundation, Inc. Project), Series 2013 (the "2013 Bonds"), which were issued for the purpose of refunding certain prior bonds issued by the Authority to finance or refinance the cost of certain capital improvements owned by the Borrower or its sole member, including (i) an approximately 500 bed student apartment complex consisting of approximately 183,000 square feet located at 10350 York River Road, in the County of Fairfax, Virginia, and (ii) an approximately 36,000 square foot residential and office facility known as University Park and located at 4260 Chain Bridge Road, 4262 Chain Bridge Road, 4264 Chain Bridge Road and 4266 Chain Bridge Road, in the City of Fairfax, Virginia; (b) funding swap breakage costs in connection with the 2013 Bonds; and (c) funding certain costs of the issuance of the Notes (collectively, the "Refunding Project") (collectively, the "Refunding Project"), and has held a public hearing on November 8, 2017 in connection therewith;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Fairfax, Virginia (the "County"), the Refunding Project concerns certain facilities and improvements located in the County, and the Board of Supervisors of the County of Fairfax, Virginia (the "Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the issuance of the Notes; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Notes, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA:

1. The Board approves the issuance of the Notes by the Authority and the financing of the Refunding Project for the benefit of the Borrower and its sole member, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended.

2. The approval of the issuance of the Notes and the financing of the Refunding Project does not constitute an endorsement to a prospective purchaser of the Notes of the creditworthiness of the financed or refinanced facilities or the Borrower.

3. The issuance of the Notes as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or the County, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of the Notes. Neither the County nor the Authority shall be obligated to pay the Notes or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor.

4. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fairfax, Virginia this 5th day of December, 2017.

A Copy Teste:

Clerk, Board of Supervisors of the
County of Fairfax, Virginia

[SEAL]

November 8, 2017


Board of Supervisors
County of Fairfax, Virginia
12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22035

Fairfax County Economic Development Authority
Proposed Bond Financing for GMUF Potomac Heights, LLC

GMUF Potomac Heights, LLC (the "Borrower"), a Virginia limited liability company whose sole member, George Mason University Foundation, Inc., is a nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the Fairfax County Economic Development Authority (the "Authority") issue up to \$18,500,000 of its revenue notes, at one time or from time to time in one or more series, to assist the Borrower in (a) refunding the Authority's outstanding Student Housing Refunding Revenue Bonds (George Mason University Foundation, Inc. Project), Series 2013 (the "2013 Bonds"), which were issued for the purpose of refunding certain prior bonds issued by the Authority to finance or refinance the cost of certain capital improvements owned by the Borrower or its sole member, including (i) an approximately 500 bed student apartment complex consisting of approximately 183,000 square feet located at 10350 York River Road, in the County of Fairfax, Virginia, and (ii) an approximately 36,000 square foot residential and office facility known as University Park and located at 4260 Chain Bridge Road, 4262 Chain Bridge Road, 4264 Chain Bridge Road and 4266 Chain Bridge Road, in the City of Fairfax, Virginia; (b) funding swap breakage costs in connection with the 2013 Bonds; and (c) funding certain costs of the issuance of the proposed notes (collectively, the "Refunding Project").

As set forth in the resolution of the Authority attached hereto, the Authority has agreed to issue its notes as requested. The Authority has conducted a public hearing on the proposed financing of the Refunding Project and has recommended that you approve the issuance of the notes as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code").

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Virginia Code Section 15.2-4907, and (3) the form of resolution suggested by counsel to evidence your approval.

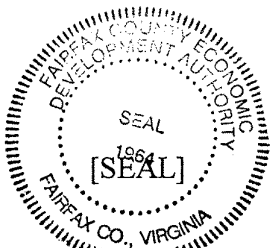

Assistant Secretary, Fairfax County Economic Development
Authority

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies as follows:


1. A meeting of the Authority was duly called and held on November 8, 2017 at 6:00 p.m. at 8300 Boone Boulevard, Suite 450 in Vienna, Virginia, pursuant to proper notice given to each Commissioner of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.
2. The Chairman announced the commencement of a public hearing on the application of GMUF Potomac Heights, LLC and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the County of Fairfax, Virginia (the "Notice"), with the second publication appearing not less than seven days nor more than twenty-one days prior to the hearing date. A copy of the Notice has been filed with the minutes of the Authority and is attached as Exhibit A.
3. A summary of the statements made at the public hearing is attached as Exhibit B.
4. Attached as Exhibit C is a true, correct and complete copy of a resolution ("Resolution") adopted at such meeting of the Authority by a majority of the Commissioners present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 8th day of November, 2017.



Exhibits:

- A – Copy of Certified Notice
- B – Summary of Statements
- C – Resolution


Secretary, Fairfax County Economic Development Authority

12138825 Name MCGUIREWOODS LLP ATTN: KATHERINE EMBREY
 ass 820 PO# Authorized by

Size 122 Lines

T0007

Account 2010049094

PROOF OF PUBLICATION

District of Columbia, ss., Personally appeared before me, a Notary Public in and for the said District, Alba Cortes well known to me to be BILLING SUPERVISOR of The Washington Post, a daily newspaper published in the City of Washington, District of Columbia, and making oath in due form of law that an advertisement containing the language annexed hereto was published in said newspaper on the dates mentioned in the certificate herein.

I Hereby Certify that the attached advertisement was published in The Washington Post, a daily newspaper, upon the following date(s) at a cost of \$2,923.72 and was circulated in the Washington metropolitan area.

Published 2 time(s). Date(s): 25 of October 2017
 01 of November 2017

Account 2010049094

Witness my hand and official seal this 25 day of November 20 17

My commission expires 5/31/2020



NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND OR NOTE FINANCING Notice is hereby given that

the Fairfax County Economic Development Authority (the #Authority") will hold a public hearing on the application of GMUF Potomac Heights, LLC (the #Applicant"), a Virginia limited liability company

whose sole member, George Mason University Foundation, Inc., is an organization that is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Internal

Revenue Code of 1986, as amended. The address of the Applicant and its sole member is 4400 University Drive, MSN 1A3, Fairfax, Virginia 22030. The Applicant has requested the Authority to issue up to \$18,500,000 of its revenue bonds or notes, at one time or from time to time in one or more tax-exempt or taxable series, to assist the Applicant and its sole member in (a) refunding certain prior bonds (the #2013 Bonds") issued by the Authority to finance or refinance the cost of

certain capital improvements owned by the Applicant or its sole member, including (i) an approximately 504 bed student apartment complex consisting of approximately 183,000 square feet located at 10350 York River Road, in the County of Fairfax, Virginia; and (ii) an approximately 16,000 square foot residential and office facility known as University Park and located at 4260 Chain Bridge Road, 4262 Chain Bridge Road, 4264 Chain Bridge Road and 4266 Chain Bridge Road, in the

City of Fairfax, Virginia; (b) funding swap breakage costs in connection with the 2013 Bonds; and

(c) funding certain costs of the issuance of the proposed bonds or notes. The issuance of revenue

bonds or notes as requested by the Applicant will not constitute a debt or pledge of the faith and

credit of the Commonwealth of Virginia or the County of Fairfax, Virginia, and neither the faith and

credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the County of Fairfax, Virginia, will be pledged to the payment of such bonds or notes. The public hearing, which may be continued or adjourned, will be held at 6:00 p.m. on November 8, 2017, before the Authority at its offices at 8300 Boone Boulevard, Suite 450, Vienna, Virginia

1# 12138825 Name MCGUIREWOODS LLP ATTN: KATHERINE EMBREY
Class 820 PO# Authorized by

Size 122 Lines

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22182. Any person interested in the issuance of the bonds or notes or the proposed refinancing may appear at the hearing and present his or her views. A copy of the Applicant's application is on file and is available for inspection at the office of the Authority's counsel, Thomas O. Lawson, Esquire at 10805 Main Street, Suite 200, Fairfax, Virginia 22030 during normal business hours.
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

EXHIBIT B TO CERTIFICATE

Summary of Statements

Representatives of GMUF Potomac Heights, LLC, George Mason University Foundation, Inc. and McGuireWoods LLP, bond counsel, appeared before the Authority to explain the proposed plan of refinancing. No one appeared in opposition to the proposed bond or note issue.

**RESOLUTION OF THE
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO \$18,500,000 OF ITS REFUNDING
REVENUE NOTES FOR THE BENEFIT OF GMUF POTOMAC HEIGHTS, LLC**

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), is empowered by the Acts of Assembly, 1964, Ch. 643, pg. 975, as amended ("Act"), to issue its revenue bonds and notes for, among other purposes, the financing and refinancing of facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and are exempt from federal income taxation pursuant to Section 501(a) of the Code and to refund bonds issued for such purposes;

WHEREAS, the Authority has received a request from GMUF Potomac Heights, LLC (the "Borrower"), a Virginia limited liability company whose sole member, George Mason University Foundation, Inc., is an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Code, requesting that the Authority issue its revenue bonds or notes, at one time or from time to time in one or more tax-exempt or taxable series, to assist the Borrower in (a) refunding the Authority's outstanding Student Housing Refunding Revenue Bonds (George Mason University Foundation, Inc. Project), Series 2013 (the "2013 Bonds"), which were issued for the purpose of refunding certain prior bonds issued by the Authority to finance or refinance the cost of certain capital improvements owned by the Borrower or its sole member, including (i) an approximately 500 bed student apartment complex consisting of approximately 183,000 square feet located at 10350 York River Road, in the County of Fairfax, Virginia, and (ii) an approximately 36,000 square foot residential and office facility known as University Park and located at 4260 Chain Bridge Road, 4262 Chain Bridge Road, 4264 Chain Bridge Road and 4266 Chain Bridge Road, in the City of Fairfax, Virginia; (b) funding swap breakage costs in connection with the 2013 Bonds; and (c) funding certain costs of the issuance of the proposed bonds or notes (collectively, the "Refunding Project");

WHEREAS, such assistance will induce the Borrower to remain in the Commonwealth of Virginia (the "Commonwealth"), and particularly in the County of Fairfax, Virginia (the "County"), and will benefit the inhabitants of the County and the Commonwealth, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience or prosperity;

WHEREAS, the Refunding Project has been described to the Authority and a public hearing has been held on November 8, 2017 in accordance with the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Borrower has represented that the estimated cost of the Refunding Project and all expenses of issue will require an issue of bond or notes in the aggregate principal amount not to exceed \$18,500,000, and, at the request of the Borrower, the Authority desires to authorize the issuance of its Refunding Revenue Notes (GMUF Potomac Heights, LLC Issue) Series 2018 (the "Notes") pursuant to the Act;

WHEREAS, the Notes will be issued and sold to Bridge Funding Group, Inc., or an affiliate thereof or to TD Bank, N.A., or an affiliate thereof (the "Note Purchaser"), at the option of the Borrower, pursuant to a Loan Agreement (the "Agreement"), to be dated a date on or prior to the date of issuance of the Notes, among the Authority, the Borrower and the Note Purchaser and/or an affiliate thereof;

WHEREAS, the foregoing arrangements will be reflected in the following documents (the "Basic Documents") which the Authority proposes to execute to carry out the transactions described above, substantially final forms of which have been prepared or reviewed by bond counsel to the Authority and presented to the Authority for its approval:

- (a) the Agreement; and
- (b) forms of the Notes, bearing interest and payable as provided therein and in the Agreement and which are attached to the Agreement as Exhibit 301;

WHEREAS, (a) no Commissioner of the Authority is an officer or employee of the County, (b) each Commissioner has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended, and (c) at the time of their appointments and at all times thereafter, including the date hereof, all of the Commissioners of the Authority have satisfied the residency requirements of the Act; and

WHEREAS, no Commissioner of the Authority has any personal interest or business interest in the Borrower, the proposed Bonds or has otherwise engaged in conduct prohibited under the State and Local Government Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended in connection with this resolution or any other official action of the Authority in connection therewith.

After careful consideration and in furtherance of the public purposes for which the Authority was created NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the Refunding Project will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth, the County and their citizens.

2. To induce the Borrower to remain in the Commonwealth of Virginia, and particularly in the County, the Authority hereby authorizes and approves the issuance of the Notes in an aggregate amount not to exceed \$18,500,000. The Notes shall be substantially in the forms attached as an exhibit to the Agreement.

3. The Chair, Vice Chair and any other officer of the Authority, any of whom may act (the "Authorized Official"), are hereby authorized and directed to execute the Notes, which may be issued in one or more series as tax-exempt or taxable notes, shall bear interest at the rates, shall mature on such dates and shall be subject to redemption at such times as are set forth in the Agreement and the Notes. The Authorized Official is hereby authorized to approve the final terms of the Notes; provided that (a) the interest rates borne by the Notes shall not exceed the maximum rate permitted by law, (b) the final maturity of the Notes shall not be later than

forty (40) years after the date of the initial issuance of the Notes, and (c) the principal amount of the Notes shall not exceed \$18,500,000. Such approvals shall be evidenced conclusively by the execution and delivery of the Notes.

4. The Notes and each of the Basic Documents shall be in substantially the same forms as submitted to this meeting, which are hereby approved, with such completions, omissions, insertions and changes (including, without limitation, changes of the dates thereof) as may be approved by the Authorized Official executing them, his or her execution to constitute conclusive evidence of the approval of any such completions, omissions, insertions and changes. The execution, delivery and performance by the Authority of the Basic Documents are hereby authorized and directed.

5. The Authorized Official is hereby authorized and directed to execute on behalf of the Authority, and to deliver the Notes, the Basic Documents and such other agreements, certificates, documents and instruments as are authorized hereby or contemplated by the Basic Documents, and, if required, the Secretary or any other officer of the Authority is authorized and directed to affix the seal of the Authority to the Notes, the Basic Documents and such other agreements, certificates, documents and instruments and to attest such seal. The signatures of the Authorized Official, the Secretary (or such other officer) and the seal of the Authority on the Notes may be by facsimile.

6. The Authorized Official is hereby authorized and directed to execute and deliver on behalf of the Authority such other agreements, certificates, documents and instruments and to do and perform such other things and acts, as shall be necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Notes, the Basic Documents or such other agreements, certificates, documents and instruments. All of the foregoing previously done or performed on behalf of the Authority are in all respects hereby approved, ratified and confirmed.

7. Any authorization herein to execute a document shall include authorization to change the date of such document, record such document where appropriate and to deliver it to the other parties thereto.

8. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Notes and the undertaking of the Refunding Project are hereby approved and confirmed.

9. The Authority hereby designates McGuireWoods LLP, Tysons, Virginia, to serve as bond counsel and hereby appoints such firm to supervise the proceedings and approve the issuance of the Notes.

10. The Borrower has agreed in the Loan Agreement to indemnify and save harmless the Authority, its officers, commissioners, employees and agents from and against all liabilities, obligations, claims, damages, penalties, losses, costs and expenses in any way connected with the issuance and sale of the Notes.

11. All costs and expenses in connection with financing the Refunding Project, including the fees and expenses of the Authority, bond counsel, counsel for the Authority, the Note Purchaser and Note Purchaser's counsel shall be paid from the proceeds of the Notes (but

only to the extent permitted by applicable law) or from moneys provided by the Borrower. If for any reason the Notes are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

12. The Notes shall be limited obligations of the Authority and shall be payable solely out of revenues, receipts and payments specifically pledged therefor. Neither the commissioners, officers, agents or employees of the Authority, past, present and future, nor any person executing the Notes, shall be liable personally on the Notes by reason of the issuance thereof. The Notes shall not be deemed to constitute a general obligation debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority or the County (and the Notes shall so state on their face), and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be personally liable thereon, nor in any event shall the Notes be payable out of any funds or properties other than the special funds and sources provided therefor. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia, or any political subdivision thereof, shall be pledged to the payment of the principal of the Notes or the interest thereon or other costs incident thereto. The Notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

13. The Authority (including its officers, commissioners, employees and agents) shall not be liable and hereby disclaims all liability to the Borrower and all other persons or entities for any damages, direct or consequential, resulting from the issuance of the Notes or failure of the Authority to issue the Notes for any reason. Any obligation of the Authority to exercise its powers in the County to issue the Notes as requested by the Borrower is contingent upon the satisfaction of all legal requirements and the Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue Notes for the Refunding Project for any reason, including but not limited to, the failure of the Board of Supervisors of the County (the "Board of Supervisors") or the City Council of the City of Fairfax, Virginia (the "City Council") to approve the issuance of the Notes.

14. The Authority recommends that the Board of Supervisors and the City Council approve the issuance of the Notes.

15. No Notes may be issued pursuant to this resolution until such time as the issuance of the Notes has been approved by the Board of Supervisors and the City Council.

16. The approval of the issuance of the Notes does not constitute an endorsement to a prospective purchaser of the Notes of the creditworthiness of the Borrower or the Refunding Project.

17. This resolution shall take effect immediately upon its adoption.

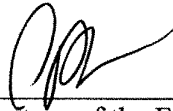
Adopted: November 8, 2017

CERTIFICATE

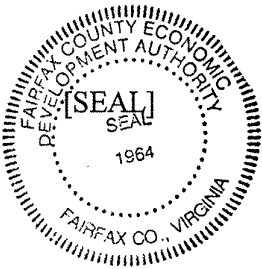
The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on November 8, 2017, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 8th day of November, 2017.

Assistant



Secretary of the Fairfax County Economic
Development Authority



FAIRFAX COUNTY

ECONOMIC DEVELOPMENT AUTHORITY

Industrial Revenue Bonds

Fiscal Impact Statement

Applicant: GMUF Potomac Heights, LLC

Facility: Refunding of previous issues which financed and refinanced student housing facilities

Date: November 8, 2017

- | | | |
|----|--|--------------|
| 1. | Maximum amount of financing sought: | \$18,500,000 |
| 2. | Estimated taxable value of the facility's real property to be constructed in the municipality: | N/A |
| 3. | Estimated real property tax per year using present tax rates: | N/A |
| 4. | Estimated personal property tax per year using present tax rates: | N/A |
| 5. | Estimated merchants' capital tax per year using present tax rates: | N/A |
| 6. | Estimated dollar value per year of: | |
| | a. goods that will be purchased from Virginia companies within the locality | \$503,118.86 |
| | b. goods that will be purchased from non-Virginia companies within the locality | \$98,764.33 |
| | c. services that will be purchased from Virginia companies within the locality | \$673,715.90 |
| | d. services that will be purchased from non-Virginia companies within the locality | \$0 |
| 7. | Estimated number of regular employees on year-round basis: | 2.14 FTE |
| 8. | Average annual salary per employee: | \$60,000 |

Authority Chairman

Name of Authority


Fairfax County Economic Development Authority

8300 Boone Boulevard | Suite 450 | Vienna, Virginia 22182-2633 USA
 t: 703.790.0600 | f: 703.893.1269 | e: info@fceda.org
www.FairfaxCountyEDA.org

Offices worldwide: San Francisco | Bangalore | Frankfurt | London | Seoul | Tel Aviv

ACTION - 7

Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2018 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of the Department of Transportation to sign eight Project Agreements with DRPT to enable the County's receipt of FY 2018 transit operating and capital assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign eight Project Agreements between DRPT and Fairfax County, in substantial form as those attached, for FY 2018 transit operating and capital assistance (Attachments 1 through 8).

TIMING:

The Board of Supervisors should act on this item on December 5, 2017, so that DRPT can release FY 2018 transit funding to Fairfax County.

BACKGROUND:

For more than 30 years, the state disbursed state transit assistance to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions. The Northern Virginia jurisdictions were, and continue to be, satisfied with the current SAM which has been in place for more than ten years.

Prior to 2013, NVTC processed three main funding agreements between Fairfax County and DRPT: two for Washington Metropolitan Area Transit Authority (WMATA) regional projects and one for Fairfax County local projects. In 2012, Fairfax County and DRPT entered into a Master Agreement for the Use of Commonwealth Transportation Funds (the Master Agreement), which provides the basis for which the County receives numerous transportation project grant funds. Beginning with FY 2013, DRPT required each NVTC jurisdiction to contract directly with the State for transit assistance. As a result of this requirement, Fairfax County needed to process as many as 48 separate agreements to receive transit funding in FY 2013, 2014, and 2015.

Board Agenda Item
December 5, 2017

In FY2016, NVTC was again able to act as Fairfax County's agent for WMATA regional agreements, reducing the number of project agreements that Fairfax County was required to process. Though the process has improved, FCDOT staff continues to work with DRPT to streamline this annual process. In FY 2017, staff processed 13 agreements. As mentioned above, in FY 2018, Fairfax County will process eight agreements. There is one remaining capital project agreement that is still being negotiated. Staff will bring that agreement to the Board at a later date.

FISCAL IMPACT:

The FY 2018 funding in the Six-Year Improvement Program provides the County with \$17,770,950 for approved Fairfax County Transit Capital Projects and \$15,430,305 for operating assistance. Capital funding from the Commonwealth is provided on a reimbursement basis after the purchase and/or project is complete. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 72018-26: Operating Assistance
Attachment 2 – Project Grant # 73018-60: Construction of the Innovation Center Metrorail Parking Garage
Attachment 3 – Project Grant # 73018-61: Construction of Herndon Metrorail Parking Garage
Attachment 4 – Project Grant # 73018-62: Purchase of Four Replacement Support Vehicles
Attachment 5 – Project Grant # 73013-63: Purchase of Replacement Major Bus Components Including Engines, Transmissions and Differentials
Attachment 6 – Project Grant # 73018-64: Rehabilitation/Rebuilding Buses
Attachment 7 – Project Grant # 73018-65: Purchase of Fare Collection Equipment
Attachment 8 – Project Grant # 73018-66: Preliminary Engineering and Environmental Work Associated with the Richmond Highway Bus Rapid Transit Project

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 72018-26**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively the “Parties”), is for the provision of funding for Fiscal Year 2018 operating assistance for the Grantee’s transit operations (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the State Aid Operating Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Provide Fiscal Year 2018 transit operations.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$15,430,305 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Fiscal Year 2018 Operating Assistance for the
Grantee's Transit Operations**

State Project Agreement

Project Number: 72018-26

Project Start Date: July 1, 2017

Project Expiration Date: June 30, 2018

Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	August 15, 2017	\$ 3,857,576
2	November 15, 2017	\$ 3,857,576
3	February 15, 2018	\$ 3,857,576
4	May 15, 2018	\$ 3,857,577
TOTAL GRANT AMOUNT		\$15,430,305

In no event shall this grant exceed \$15,430,305.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-60**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the construction of the Innovation Center Metrorail parking garage (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Construction of the Innovation Center Metrorail parking garage.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$8,500,000 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Construction of the Innovation Center Metrorail Parking Garage

Capital Project Agreement

Project Number: 73018-60

Project Start Date: July 1, 2017

Project Expiration Date: September 30, 2019

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 34%)	\$ 8,500,000
1400	Local expense (share of Project cost - 66%)	\$16,500,000
	Total Project Expense	\$25,000,000

In no event shall this grant exceed \$8,500,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-61**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the construction of the Herndon Metrorail parking garage (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Construction of the Herndon Metrorail parking garage.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$4,760,000 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Construction of the Herndon Metrorail Parking Garage

Capital Project Agreement

Project Number: 73018-61

Project Start Date: July 1, 2017

Project Expiration Date: December 31, 2019

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 34%)	\$ 4,760,000
1400	Local expense (share of Project cost - 66%)	\$ 9,240,000
	Total Project Expense	\$14,000,000

In no event shall this grant exceed \$4,760,000

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-62**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the purchase of four replacement support vehicles (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Purchase of four replacement support vehicles.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$21,250 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase of Four Replacement Support Vehicles

Capital Project Agreement

Project Number: 73018-62

Project Start Date: July 1, 2017

Project Expiration Date: June 30, 2019

Fund Code		Item Amount
478	Grant Amount (State share of Project cost - 17%)	\$ 21,250
1400	Local expense (share of Project cost - 83%)	\$103,750
	Total Project Expense	\$125,000

In no event shall this grant exceed \$21,250.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-63**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the purchase of replacement major bus components including engines, transmissions and differentials (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission (“NVTC”), on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Purchase of replacement major bus components including engines, transmissions and differentials.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$76,500 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to

appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Purchase of Replacement Major Bus Components Including Engines,
Transmissions and Differentials**

Capital Project Agreement

Project Number: 73018-63

Project Start Date: July 1, 2017

Project Expiration Date: June 30, 2019

Fund Code		Item Amount
478	Grant Amount (State share of Project cost - 17%)	\$ 76,500
1400	Local expense (share of Project cost - 83%)	\$373,500
	Total Project Expense	\$450,000

In no event shall this grant exceed \$76,500.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-64**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the rehabilitation/rebuilding of buses (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Rehabilitate/rebuild buses.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$2,305,200 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Rehabilitation/Rebuilding Buses

Capital Project Agreement

Project Number: 73018-64

Project Start Date: July 1, 2017

Project Expiration Date: June 30, 2019

Fund Code		Item Amount
478	Grant Amount (State share of Project cost - 68%)	\$2,305,200
1400	Local expense (share of Project cost - 32%)	\$1,084,800
	Total Project Expense	\$3,390,000

In no event shall this grant exceed \$2,305,200.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-65**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the purchase of fare collection equipment (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Purchase of fare collection equipment.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$748,000 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase of Fare Collection Equipment

Capital Project Agreement

Project Number: 73018-65

Project Start Date: July 1, 2017

Project Expiration Date: June 30, 2019

Fund Code		Item Amount
478	Grant Amount (State share of Project cost - 68%)	\$ 748,000
1400	Local expense (share of Project cost - 32%)	\$ 352,000
	Total Project Expense	\$1,100,000

In no event shall this grant exceed \$748,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2018
Six Year Improvement Program Approved Project
Grant Number 73018-66**

This Project Agreement (“Agreement”), effective July 1, 2017, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding for preliminary engineering and environmental work associated with the Richmond Highway Bus Rapid Transit project (“Project”).

WHEREAS, on February 1, 2017, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application to the Department for funding for the Project in the Fiscal Year 2018 Six Year Improvement Program (“SYIP”) from the Capital Assistance Program; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 20, 2017, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work to be performed by the Grantee under the terms of this Agreement is as follows:
 - a. Preliminary engineering and environmental work associated with the Richmond Highway Bus Rapid Transit project.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$1,360,000 for the Project approved in the Fiscal Year 2018 SYIP. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Preliminary Engineering and Environmental Work Associated with the
Richmond Highway Bus Rapid Transit Project**

Capital Project Agreement

Project Number: 73018-66

Project Start Date: July 1, 2017

Project Expiration Date: December 31, 2019

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 34%)	\$1,360,000
1400	Local expense (share of Project cost - 66%)	\$2,640,000
	Total Project Expense	\$4,000,000

In no event shall this grant exceed \$1,360,000.

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ACTION - 8

Endorsement of the Chief Administrative Officer's Task Force Recommendation
Regarding the Preliminary FY 2019 Virginia Railway Express Capital and Operating
Budget

ISSUE:

Board endorsement of the Chief Administrative Officer's (CAO) Task Force initial recommendation regarding the proposed FY 2019 Virginia Railway Express (VRE) budget.

RECOMMENDATION:

The County Executive recommends that the Board endorse the CAO Task Force's primary recommendation on the FY 2019 VRE budget. The recommendation is to concur with the VRE Operations Board's recommendation to help balance the FY 2019 budget with a jurisdictional subsidy increase of three percent, as part of their six-year financial plan.

It is anticipated that additional recommendations will be presented to help balance the budget before the VRE Operations Board considers adoption of the FY 2019 budget on December 15, 2017. Some of the major strategies include, updating contractual costs with actual cost-driver indices when they become available (November – Consumer Price Index for Keolis and Association of American Railroads for Norfolk Southern), ongoing review and reduction of VRE departmental operational costs, various marketing strategies to improve ridership, identify qualifying one-time items for use of the previous fiscal year surplus, and continue to evaluate projected ridership and revenue trends. County staff concurs with evaluating these strategies to balance the FY 2019 VRE budget.

TIMING:

The Board should act on this item on December 5, 2017, because this is the last Board meeting before the VRE Operations Board considers adoption of the FY 2019 VRE budget on December 15, 2017.

DISCUSSION:

The VRE Chief Executive Officer presented the preliminary FY 2019 budget to the VRE Operations Board on September 14, 2017. The FY 2019 budget included an unfunded

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amount of approximately \$1.6 million. The shortfall was primarily attributed to lower than budgeted federal and state operating and capital revenue to VRE and contractual increases.

During the FY 2019 budget year, VRE will operate 32 daily revenue trains and continue its safety and customer service outreach programs. The capital budget for FY 2019 will focus on state of good repair of equipment and facilities and replacement of the mid-day storage facility.

The budget was referred to the local jurisdictions for review and comment. Beginning July 18, 2017, a staff task force, organized by CAOs of the VRE jurisdictions, has reviewed the preliminary budget and continues to meet with VRE staff to discuss it in detail.

The CAO Task Force is preparing a final report summarizing its review of the FY 2019 budget and offering any further recommendations that may be developed. The Task Force and VRE staff met on September 12, October 17, and November 14, 2017, to discuss recommendations. The CAOs will meet in mid-December 2017, before the December VRE Operations Board meeting, to officially review the Task Force's recommendation(s) and receive the VRE staff response. After the multiple meetings, phone conversations and on-line discussions between the Task Force and VRE staff, it is anticipated that VRE staff will deliver a balanced budget to the VRE Operations Board by December 15, 2017. Although the Task Force's report is not finalized, it is expected to contain the following primary recommendation for the budget. The recommendation is as follows:

- 1) Help Balance the FY 2019 Budget With a Three Percent Jurisdictional Subsidy Increase

The VRE service currently must be supported within the confines of jurisdictional budget constraints and a competitive and equitable fare structure. Although additional ongoing dedicated funding sources to support both the operating and capital needs of the commuter rail service are needed, fare and subsidy levels must also be routinely increased to at least partially accommodate ongoing contractual increases. VRE's Financial Plan forecast was the first step in quantifying the need for additional ongoing dedicated funding sources to support both the operating and capital needs of the commuter rail service. The FY 2018 six-year financial forecast projected a subsidy increase of three percent for FY 2019. The jurisdictional subsidy amount was last increased by five percent in FY 2017 to approximately the total subsidy amount paid in FY 2009. VRE has had four fare increases in the last six fiscal years (FY 2013, FY 2014, FY 2016 and FY 2018) to maintain the current level of service at a reasonable cost to the rider. The FY 2018 six-year financial forecast projected no fare increase in

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FY 2019. For the various reasons stated above, VRE staff calculated a projected shortfall for the FY 2019 budget of \$1.6 million. One of their main proposals for reducing this amount is the three percent subsidy increase which will yield approximately \$500,000. Other potential proposals for reducing the remainder of the shortfall include continuing to review Departmental expenses on a line item basis for potential cost savings, continuing to review for potential one-time qualifying expenses, adjusting for impact of changes in cost-driving indices, reviewing contingency calculation for appropriateness, implementing various marketing strategies to improve ridership, and reviewing and integrating the Capital/CIP Program and its affect on the overall budget.

FISCAL IMPACT:

The preliminary FY 2019 VRE budget includes an estimated total jurisdictional subsidy of \$17,770,000. Based on the most recent information received, Fairfax County's portion of the total FY 2019 local subsidy is not expected to exceed \$6,100,000. Fairfax County's FY 2019 subsidy level should be available in mid-December 2017 upon completion of the jurisdictional subsidy calculations based on the VRE Passenger Survey held on October 4, 2017.

When the final amount of Fairfax County's share is known, the local subsidy will be updated in Fund 40000, County Transit Systems, and included in the FY 2019 Adopted Budget Plan approved by the Board of Supervisors. The Board is not being asked to approve Fairfax County's FY 2019 VRE subsidy at this time.

ENCLOSED DOCUMENTS:

None

STAFF:

Robert A. Stalzer, Deputy County Executive

Joe Mondoro, Chief Financial Officer, Department of Management and Budget

Tom Biesiadny, Director, Department of Transportation, FCDOT

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

Mike Lake, Senior Transportation Planner, Coordination and Funding Division, FCDOT

ACTION – 9

Approval of a Resolution Endorsing Projects For Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2018 I-66 Inside the Beltway Commuter Choice Program (Providence, Mason, and Dranesville Districts)

ISSUE:

Board approval of a resolution authorizing the County to apply for regional funding for Fiscal Year (FY) 2018 through the Northern Virginia Transportation Commission (NVTC) to fund two projects that will increase travel options for commuters on I-66 Inside the Beltway.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the resolution (Attachment 1) endorsing two Fairfax County transportation projects for submission for NVTC's I-66 Inside the Beltway Commuter Choice Program funding for FY 2018 and authorizing the Director of the Department of Transportation to sign and submit the applications.

TIMING:

Board of Supervisors' approval is requested on December 5, 2017, to meet the NVTC application deadline of December 22, 2017.

BACKGROUND:

At its meeting on September 7, 2017, NVTC approved the issuance of the FY 2018 Commuter Choice Program Call for Projects. Funding is provided by toll revenues from I-66 Inside the Beltway to fund multimodal transportation projects. Project applications are due to NVTC by close of business on December 22, 2017, with a resolution of endorsement from each locality's governing body.

NVTC staff will prepare a list of eligible candidate projects for consideration by the Commission at its meeting in May 2018, with a recommendation that these projects be submitted to the Commonwealth Transportation Board for approval in June 2018.

The FY 2018 I-66 Commuter Choice Program will follow the selection process prescribed in the Memorandum of Agreement between the Commonwealth Transportation Board (CTB), the Virginia Department of Transportation (VDOT), and NVTC (January 5, 2017), whereby eligible projects are evaluated, prioritized, selected and then submitted by NVTC to the CTB for approval. Available revenues for FY 2018 are approximately \$10 million. It is anticipated that NVTC will receive an update on the

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exact amount of available revenues from VDOT in January 2018, from which the FY2018 program will be funded.

Projects recommended for NVTC consideration for FY 2018 funding have been included as Attachment 1. Fairfax County's total request for funding from NVTC is \$5,231,500 million.

County staff recommends the following projects for submission to NVTC:

- Express bus service operating from the Vienna Metrorail Station to the Pentagon Transit Center (\$4,760,000).
- Installation, and operation of at least ten new Capital Bikeshare stations in the Providence District, specifically in the Merrifield and Vienna areas (\$471,500).

These projects are described in further detail in Attachment 2. Following action by the Board of Supervisors, staff will pursue NVTC FY 2018 I-66 Commuter Choice Inside the Beltway funding.

FISCAL IMPACT:

If selected and approved, annual estimated costs of \$5,231,500 for the aforementioned projects will be reimbursed by NVTC as part of the I-66 Commuter Choice Program through toll revenue contributions to Fund 40000, County Transit Systems. Future funding for multimodal transportation projects in the I-66 corridor will come from toll revenues generated by the I-66 Inside and Outside the Beltway High Occupancy Toll express lanes and will be included in subsequent budget processes. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 - Resolution of Endorsement of Projects Being Submitted for FY 2018, I-66 Commuter Choice Inside the Beltway funding

Attachment 2 – List of Projects with Descriptions

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

Karyn Moreland, Section Chief, Capital Projects and Operations Division, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Assistant County Attorney Emily Harwood Smith

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, December 5, 2017, at which a quorum was present and voting, the following resolution was adopted.

WHEREAS, at its meeting on September 7, 2017, the Northern Virginia Transportation Commission (NVTC) approved the issuance of the FY 2018 I-66 Inside the Beltway Commuter Choice Program Call for Projects.

WHEREAS, the FY 2018 I-66 Commuter Choice Program will follow the selection process prescribed in the Memorandum of Agreement between the Commonwealth Transportation Board (CTB), Virginia Department of Transportation, and NVTC (January 5, 2017), whereby eligible projects are evaluated, prioritized, selected and then submitted by NVTC to the CTB for approval, with funding provided by toll revenues from I-66 Inside the Beltway.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby authorizes the Director of the Fairfax County Department of Transportation to submit to the Northern Virginia Transportation Commission a request for funding from the I-66 Commuter Choice Program for FY2018 for the following projects:

- Express bus service operating from the Vienna Metrorail Station to the Pentagon Transit Center.
- Installation, and operations of at least ten new Capital Bikeshare stations in the Providence District, specifically in the Merrifield and Vienna areas.

This Resolution shall take effect immediately.

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

List of Projects for I-66 Commuter Choice Program

Project: Express Bus Service from Vienna Metrorail Station to Pentagon Transit Center

Project Description: Express bus service operating in the morning from the Vienna Metrorail Station to the Pentagon Transit Center. The route will feature ten morning inbound trips to the Pentagon Transit Center and ten afternoon outbound trips to the Vienna Metrorail Station. The Fairfax Connector provided a similar service during 2016 when Metro service was decreased due to the SafeTrack maintenance activities. The service was very popular and averaged 33 passengers per trip.

The requested funds will fund the operation of the route and the purchase of five buses to operate the service.

Project: Capital Bikeshare stations in the Providence District, specifically in the Merrifield and Vienna areas.

Project Description: The Fairfax County Department of Transportation is proposing to expand its Capital Bikeshare program to the I-66 corridor, including Route 29 and Route 50, between Route 123 in Oakton near Vienna and I-495, primarily connecting residents along the I-66 corridor to the Vienna and Dunn-Loring Metrorail stations, the I-66 trail and the Washington & Old Dominion trail. These new stations will also improve the connectivity between Tysons and Merrifield and the future Capital Bikeshare system in Falls Church via the W&OD Trail.

The requested funding will be used towards the purchase, installation, and operations of at least ten new Capital Bikeshare stations in the I-66 corridor between Route 123 and I-495, in the Merrifield area. The County is planning a combination of private, local, state, and federal funds to build out the Capital Bikeshare network in this area. The goal of the project is to connect residents along the I-66 corridor to the Vienna and Dunn-Loring Metro rail stations, the I-66 trail and the W&OD regional trail.

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ACTION - 10

Approval of a Memorandum of Agreement (MOA) Between the Northern Virginia Transportation Commission and the County of Fairfax Regarding Coordination of Technical Analysis, Testing and Funding for Phase III of the Envision Route 7 Project (Dranesville, Hunter Mill, Mason and Providence Districts)

ISSUE:

Board of Supervisors' approval of and authorization for the Director of the Department of Transportation to execute a Memorandum of Agreement (MOA) with the Northern Virginia Transportation Commission (NVTC). The agreement documents the parties' understanding regarding funding for Phase III of the Envision Route 7 Project.

RECOMMENDATION:

The County Executive recommends that the Board approve the MOA in substantially the form of Attachment 1 and authorize the Director of the Department of Transportation to execute it.

TIMING:

The Board of Supervisors should act on this item on December 5, 2017, so that NVTC can proceed with Phase III of the Envision Route 7 study.

BACKGROUND:

The Route 7 corridor is an important arterial roadway linking many Northern Virginia communities. These communities include the highly dense and developing center at Tysons, the neighborhoods of eastern Fairfax County, the City of Falls Church, the areas of Seven Corners, Bailey's Crossroads, and Skyline, and the City of Alexandria. The corridor has a diversity of land uses, such as urban areas, suburban/strip centers, a downtown area, mixed use centers, commercial centers, and residential neighborhoods. It is a corridor that has grown organically over an extended period of time, with the roadway being adjusted as various developments were built.

The Route 7 Corridor Transit Study Final Report identified bus rapid transit (BRT) as a viable transit solution along the corridor. Based on the analysis and evaluation by the Route 7 Corridor Transit Study Team, a 12.5 mile BRT system linking Tysons with the Mark Center, providing a connection to the East Falls Church Metrorail Station, was selected as the recommended alternative to advance the study for environmental

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review, engineering, and design. This recommendation was endorsed by the NVTC on July 7, 2016.

As a result, the parties to the MOA have agreed to undertake a conceptual engineering study that will refine the project cost, develop a possible implementation strategy, and provide guidance on preserving the required right-of-way. This study also includes several of technical analyses to develop data that can be used to make two primary decisions associated with this project – alignment and termini. Under the MOA, NVTC will coordinate and administer all of the parties' participation and implementation required for the Envision Route 7 Phase III Planning Level Conceptual Engineering Study.

FISCAL IMPACT:

NVTC was awarded a FY 2018 Department of Rail and Public Transportation grant in the amount of \$300,000 (\$150,000 state share with a \$150,000 required local match) for the Envision Route 7 Phase III Planning Level Conceptual Engineering Study. The required share for Fairfax County is \$75,000, which will be paid with state aid held in trust for Fairfax County at NVTC. There will be no fiscal impact to the General Fund, if this item is approved.

ENCLOSED DOCUMENTS:

Attachment 1 – Memorandum of Agreement Regarding Coordination of Technical Analysis, Testing, Funding and Administration for Phase III of the Envision Route 7 Study

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patricia McCay, Assistant County Attorney

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION OF TECHNICAL ANALYSIS, TESTING, FUNDING AND
ADMINISTRATION FOR PHASE III OF THE ENVISION ROUTE 7 PROJECT

This Memorandum of Agreement (MOA) is entered into between and among the Northern Virginia Transportation Commission (NVTC) and the below identified participating jurisdictions and transportation agencies (collectively, the Entities and individually, an Entity) as a means of demonstrating their joint commitment to the funding of Phase III of the Envision Route 7 project, as is fully described below.

WITNESSETH:

WHEREAS, this MOA addresses an immediate need to fund a planning level conceptual engineering study to continue progress on the Envision Route 7 project and identify right-of-way concerns and other high-level engineering concerns along the proposed project corridor that need to be integrated into future subarea and sector planning activities;

WHEREAS, this MOA sets forth the principles agreed upon by NVTC and the Entities which will be used in continuing the Envision Route 7 project for a Phase III study and for Entity participation.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are incorporated in this MOA, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, NVTC and the Entities agree as follows:

1.0 PURPOSE

NVTC and the Entities mutually desire, and with the assistance of grant funding agencies including the Virginia Department of Rail and Public Transportation (DRPT), to provide additional study and analysis for the continuation of the Envision Route 7 project. Accordingly, in accordance with the terms of this MOA, NVTC is authorized to act on behalf of the following Entities as the contracting and coordinating entity for the Phase III planning level conceptual engineering study:

- City of Alexandria
- Arlington County
- Fairfax County
- City of Falls Church

2.0 BACKGROUND AND GOALS

The Envision Route 7 project, which is generally described in the Route 7 Corridor Transit Study Final Report (January 2017), incorporated herein by reference the "Envision Route 7 Project", recently completed the Envision Route 7 Phase II Study. The key findings from Phase II were that a Bus Rapid Transit ("BRT") along Route 7 from Mark Center to Tysons, via the East Falls Church Metro Station is a viable transit solution for the corridor, generally described as the "Corridor", providing added connectivity and multimodal choices. The key activities in the Phase II work were to estimate the potential demand and forecast the ridership, compare possible alternative modes, determine possible funding mechanisms and strategies, and provide a high-level cost estimate for both capital and operating cost. The BRT showed high demand across all trip purposes. The service would benefit not only commuters with key connections to Mark Center, Tysons, and Metro; but serve other trip purposes including shopping and recreational trips. The travel demand forecast showed approximately two-thirds of the new riders traveling for non-work purposes. The Phase II Study focused on determining which mode best serves the Corridor, and if and where the BRT should deviate from Route 7.

The next step for the Envision Route 7 Project effort, Phase III, is to conduct a conceptual engineering study (the "Envision Route 7 Phase III Planning Level Conceptual Engineering Study"). The conceptual engineering study will help to refine the project cost, identify potential areas of concern, develop a potential staging strategy, and provide guidance on preserving the required right-of-way. This study will identify right-of-way that could be utilized by the BRT and serve as a point of reference for jurisdictions in their subarea and sector planning. The conceptual engineering study is a logical next step in the process.

The conceptual engineering study will involve the development of planning level drawings of the BRT alignment, right-of-way requirements, and roadway geometry (e.g., typical sections and critical vertical clearance) along the Corridor. The development of a concept level design will help identify and allow for mitigation strategies of possible fatal flaws or locations of concerns, including issues related to right-of-way and/or structural limitations that would (or would not) accommodate the proposed BRT (e.g., exclusive lane). This conceptual planning level design will be based on an approximately 10 percent level of design detail.

The Entities concur with the following goals for the Envision Route 7 Phase III Planning Level Conceptual Engineering Study:

- To fully clarify and quantify the transportation needs and deficiencies identified during the planning and programming phase;
- To develop a general course of proposed action, and identify and evaluate with engineering analyses the feasible and reasonable solutions (alternatives) to these needs and deficiencies; and
- To document the engineering analyses, preliminary design, and the project delivery plan, to guide implementation of the BRT project.

NVTC will involve the jurisdictional Technical Advisory Committee (TAC) when working with the consultant. The TAC is expected to participate in all substantive sessions with NVTC and the consultant.

There may also be procedural issues that will require a coordinated response, which can best be addressed by NVTC, through its coordination with the Entities, as a whole, or with a standing committee of the Entities, as may be agreed.

3.0 TECHNICAL SUPPORT

Each Entity authorizes NVTC to enter into a contract, subject to availability of funds, to provide technical support for executing the Envision Route 7 Phase III Planning Level Conceptual Engineering Study scope of work, and to work with the Entities in identifying sources of funding to achieve the goals set forth in this MOA. NVTC will provide management and technical support on behalf of the Entities. Support work in this task will include but not be limited to:

- Reviewing and responding to requests for technical information or resources from the hired consultant team;
- Program management for the Phase III study; and
- Coordinating with the Envision Route 7 Technical Advisory Committee (TAC).

The scope of work for the Envision Route 7 Phase III Planning Level Conceptual Engineering Study includes but is not limited to the following:

1. Base Map Development and Data Compilation
2. Compile Relevant Development and Highway Design Plans
3. Station Location Recommendations
4. Develop Conceptual Level Drawings for the Corridor
5. Determine Right-of-Way Needs
6. Capital Costs Estimates
7. Report and Documentation
8. Project Management

The scope of work is an attachment to this Memorandum of Agreement as Attachment I.

4.0 FUNDING AND FINANCING

NVTC was awarded a FY 2018 DRPT grant in the amount of \$300,000 (\$150,000 State share with a \$150,000 required local match) for the Envision Route 7 Phase III Planning Level Conceptual Engineering Study. The scope of technical assistance needed by the Entities has been estimated based on the Phase II travel demand forecast modeling and ridership projections. The required local share for each Entity was calculated using the boardings, trip end productions, and trip end attractions by jurisdiction.

5.0 COORDINATION AND ADMINISTRATION

NVTC will coordinate and administer the Entities' participation in development and implementation of the Envision Route 7 Phase III Planning Level Conceptual Engineering Study. NVTC will convene regular meetings among the Entities and other regional stakeholders to demonstrate progress and discuss and seek agreement on all issues concerning the progress of the study. The required local match to be provided by Entity is as follows:

Jurisdiction	Required Match
City of Alexandria	\$30,000
Arlington County	\$22,000
Fairfax County	\$75,000
City of Falls Church	\$23,000
Total	\$150,000

6.0 PARTICIPANT ROLES AND RESPONSIBILITIES

Entities executing this MOA agree to:

- Work to consensus insofar as possible in resolution of all matters;
- Confirmation of the designate lead and appropriate additional representatives to participate in TAC; and
- Identify appropriate funding sources of local match.
- NVTC will invoice the jurisdictions for the local match within 30 days of the execution of the contract with the selected consultant.
- Jurisdictional payment is expected within 45 days of invoicing.

7.0 AMENDMENTS

Any signatory to this MOA may propose an amendment at any time. Any such amendment shall become effective upon the approval of the amendment by all participating Entities and execution of a written amendment by each.

8.0 DURATION OF MEMORANDUM OF AGREEMENT

This MOA shall be effective upon the signature of the NVTC and each of the Entities, and shall last for the duration of the Phase III study.

This MOA also may be terminated in whole or in part by the Entities in accordance with this clause whenever the majority of Entities determines that such a termination is in their best interest. Any such termination shall be effected by delivering to NVTC a written notice of termination signed by the majority of the Entities specifying the extent to which performance shall be terminated and the date upon which termination becomes effective, which date shall be not less than ninety (90) days from the date of the notice. If this MOA is terminated in whole or in part, the Entities

shall use the ninety (90) calendar day period prior to the expiration of the MOA for the orderly termination of their further participation in those aspects of the study.

9.0 APPROPRIATIONS REQUIREMENTS

All requirements for funding by any signatory party to this Agreement are subject to annual or other appropriations by their respective governing body or the Virginia General Assembly, as may be applicable.

10.0 ASSIGNMENTS

No Entity shall have the power to assign either their rights or obligations under this MOA, provided however, that any reorganization of an Entity shall automatically transfer the former Entity's rights and obligations to its successor.

11.0 NO PERSONAL LIABILITY

Nothing herein shall be deemed or construed to impose upon or give rise to any personal liability on behalf of any official, employee or individual who was acting in his or her authorized official capacity in the execution and/or implementation of the terms or conditions of this Agreement.

12.0 NO THIRD PARTY BENEFICIARY RIGHTS CREATED

Nothing herein shall be deemed or construed to create or vest any rights in any party which is not a signatory to this Agreement.

13. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be deemed a waiver of the sovereign immunity of any signatory party to this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this
Memorandum of Agreement by
their duly authorized representative;**

City of Alexandria

By: _____

Page 7

Name: Mark B. Jinks
Title: City Manager

(Date)

Arlington County

By: _____

Page 9

Name: Mark Schwartz
Title: County Manager

(Date)

Fairfax County

By: _____

Page 11

Name: Tom Biesiadny
Title: Director of Transportation

(Date)

City of Falls Church

By: _____

Page 13

Name: Wyatt Shields
Title: City Manager

(Date)

AGENCY: Northern Virginia Transportation Commission (NVTCT)

By: _____

Page 15

Name: Katherine A. Mattice (Date)
Title: Executive Director, NVTCEnvision Route 7 Phase III Planning Level

Conceptual
Memorandum
October 20, 2017

Engineering
of

Study
Agreement

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NORTHERN VIRGINIA TRANSPORTATION COMMISSION

Envision Route 7 Conceptual Engineering Scope of Work

Introduction

The Envision Route 7 project recently completed the Envision Route 7 Phase II Study. The key findings from Phase II were that a Bus Rapid Transit (BRT) along Route 7 from Mark Center to Tysons, via the East Falls Church Metro Station is a viable transit solution for the corridor providing added connectivity and multimodal choices. The key activities in the Phase II work were to estimate the potential demand and forecast the ridership, compare possible alternative modes, determine possible funding mechanisms and strategies, and provide a high-level cost estimate for both capital and operating cost. The BRT showed high demand across all trip purposes. The service would benefit not only commuters with key connections to Mark Center, Tysons, and Metro; but serve other trip purposes including shopping and recreational trips. The travel demand forecast showed approximately two-thirds of the new riders traveling for non-work purposes. The Phase II Study focused on determining which mode best serves the corridor, where and if the BRT should deviate from Route 7.

The next step for the Envision Route 7 effort, is to conduct a conceptual engineering study. The conceptual engineering study will help to refine the project cost, identify potential areas of concern, develop a potential staging strategy, and provide guidance on preserving the required right-of-way. This study will be identifying right-of-way that could be utilized by the BRT and guide jurisdictions in their subarea and sector planning. This conceptual engineering study is a logical next step in the process. This study is estimated to cost approximately \$300,000 and is to take one year to complete.

This conceptual engineering study will involve the development of planning level drawings of the BRT alignment, right-of-way requirements, and roadway geometry (e.g., typical sections and critical vertical clearance) along the corridor. The development of a concept level design will help identify and allow for mitigation strategies of possible fatal flaws or locations of concerns, including issues related to right-of-way and/or structural limitations that would (or would not) accommodate the proposed BRT (e.g., exclusive lane). This conceptual planning level design will be based around the idea of an approximately 10 percent level of design detail.

The purpose of this effort is limited in scope. There will need to be additional studies after this phase that focus on traffic impacts, operational concerns (e.g., median or curb running, etc.), as well as legislative required environmental work. As the project nears the final design stages a service planning study will be needed to determine station configurations and locations and other related details. The Envision Route 7 Phase III Conceptual Engineering Study covers a critical step by identifying right of way concerns for advancing a BRT along Route 7. The Envision Route 7 project will provide additional high quality transit for Tysons and key centers along the Route 7 corridor.

The overall objectives of this study are:

- To continue the planning for high quality transit mode along Route 7 from Tysons to Mark Center;
- To identify right-of-way needs and develop a conceptual foot print for the proposed BRT along Route 7 as outlined in the Envision Route 7 Phase II report; and
- To provide a guidance for the local jurisdictions as they pursue redevelopment along the corridor.

Tasks

Task 1: Base Map Development and Data Compilation

Activity

The consultant will compile a list of available GIS data required for mapping and conceptual planning level of design. An electronic base map will be developed by obtaining and utilizing current base map and right of way information. The base mapping background should consist of aerial imagery of the corridor. The consultant will be responsible for compiling the data. The consultant will need to coordinate with the jurisdictional staff and the Virginia Department of Transportation Northern Virginia District to obtain the GIS data and aerial imagery. NVTC will help assist with facilitating this coordination.

Product

GIS incorporating the required base map and data for the conceptual engineering work. A technical memorandum outlining the data in the GIS, the architecture of the GIS, and the source of the information.

Task 2: Compile Relevant Development and Highway Design Plans

Activity

The consultant will compile the relevant development and future highway plans that would impact the BRT corridor. This will include but is not limited to redevelopment of Route 7 in Tysons, the Falls Church's high school site redevelopment, East Falls Church Metro Station, Seven Corners, Bailey's Crossroads, Skyline, West End Transitway, and any other similar redevelopment sites or projects along the corridor. The consultant will also review any plans pertaining to highway improvements and expansion along the corridor. This data will be incorporated into the project GIS.

Product

A technical memorandum listing all additional future plan data that is incorporated into the GIS as well as sources documentation for the information.

Task 3: Station Location Recommendations

Activity

In addition to the alignment, the conceptual planning level design will identify potential locations for stations and possible type of stations (e.g., a bus stop or a larger transfer center), but further development of station concepts will not be part of this scope. Under the conceptual planning level design, a relative station footprint for each station type will be assumed based on other similar BRT projects (for cost estimating purposes). This study will not produce site-specific locations and layout plans will not be developed for the assumed sites. The study will identify key locations within the guidelines for station spacing. The travel demand forecasting and ridership presented in the Phase II report will be used as an input to this task.

Product

A technical memorandum identifying station stop location, cost information, and guidelines for station design.

Task 4: Develop Concept Level Drawings

Activity

Planning level design drawings for the BRT along the corridor will be developed to a planning level. The drawings should provide enough detail to review and identify potential engineering issues or concerns related to right-of-way. This conceptual level drawings will be developed to show the alignment of the BRT on the current right-of-way and roadway. The goal of the drawings will be to help provide context and identify right-of-way needs. This will include developing typical cross sections (e.g., exclusive right-of-way, in-street, at-grade, etc.) to show new construction as well as associated modifications to existing roadways and structures.

This task will also include conceptual level evaluation of key structures (e.g., bridges, overpasses, etc.) along the corridor. The suitability of each structure type to accommodate the needs of the BRT will be evaluated. The task will also utilize information from other jurisdictional planning and engineering efforts along Route 7 including work completed for Route 7 in Tysons as well as engineering work completed for the West End Transitway at the southern terminus.

Product

Design drawings of the corridor. The CAD drawings shall show the following features:

- BRT runningway lane configuration alignments with options for curb and/or median running
- Typical sections
- Proposed channelization of all lanes - dimensions clearly labeled.
- Vehicle and pedestrian crossings and related protections
- Identification of locations for potential stations

- Right of way limits obtained from GIS data
- Identification of parking impacts
- Identification of utilities, and storm water management requirements
- Identification of structure footprints for roadways that could involve reconstruction or replacement of roadway due to the transit project.

Task 5: Determine Right-of-Way Needs

Activity

Under this task, the preliminary limits of rights-of-way will be estimated using available Geographic Information System (GIS) and Task 1 and 2 mapping data. Using the available right-of-way information, a concept level evaluation of the alternative will be performed for potential impacts on existing buildings, infrastructure, businesses, residents and community activities, and additional right-of-way needs. A concept level analysis of possible impacts on utilities will be conducted based on readily available information. This task will include identifying areas where right-of-way could be set aside for the BRT as future development or redevelopments happen.

Product

A technical memorandum outlining corridor needs and areas where there are right-of-way issues or other design issues.

Task 6: Capital Costs Estimates

Activity

Capital costs estimates will be developed using the most current version of FTA's *Standard Cost Categories for Capital Projects* (SCC) worksheet format. The summed costs will be factored by an accepted contingency rate, accepted program design and management rate and the anticipated construction year of expenditure (YOE).

Product

A technical memorandum presenting the cost worksheets and all assumptions.

Task 7: Report

A final report will be written. It should be a narrative and visual description of major elements such as stations, track location, key structures and locations, traffic analysis, and cost estimation. The consultant shall take all the technical memorandum and create a final document based on these memoranda. The final report will need to include 10 hard copies and electronic files associated

with the report and the project. The consultant will develop a draft report and the project technical team will review the document and provide comments. The comments will be incorporated into the final document.

Task 8: Project Management

The consultant will provide bi-weekly meetings via telephone with the project manager and if warranted the project management team. The project management team includes the jurisdictional members of the Technical Advisory Committee (TAC). These meeting will include a project update and identify any up-coming deliverables or activities. Progress reports will be required monthly. The progress reports should outline on-going activities and the current budget. The report should identify any issue or concerns and present the project budget burn rate.

The consultant should also plan on meetings with the project management team after completion of each task. The purpose of these meetings will be to allow the project management team oversight and input on the technical memoranda as well as upcoming activities.

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ACTION - 11

Approval of a Resolution Endorsing Projects Being Submitted for FY 2018 to FY 2023 Regional Funding, and FY 2024 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding through the Northern Virginia Transportation Authority

ISSUE

Board approval of a resolution (Attachment 1) authorizing the Fairfax County Department of Transportation (FCDOT) to apply for regional transportation funding, federal Congestion Mitigation Air Quality (CMAQ), and Regional Surface Transportation Program (RSTP) funding for FY 2018 – FY 2023, and FY 2024, respectively. Applications for both regional and federal funding will be submitted through the Northern Virginia Transportation Authority (NVTa). These projects are either included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on January 28, 2014, or have been otherwise previously approved by the Board.

RECOMMENDATION

The County Executive recommends that the Board of Supervisors approve Attachment 1 endorsing Fairfax County projects for submission for NVTa's regional and federal CMAQ/RSTP funding programs.

TIMING

Board of Supervisors' approval is requested on December 5, 2017, to meet the NVTa submission deadline of December 15, 2017. The Commonwealth Transportation Board (CTB) will subsequently consider the NVTa-approved list of projects for CMAQ and RSTP funding in June 2018, as part of its Six-Year Improvement Program (SYIP). NVTa is also expected to approve projects for its regional transportation funding in June 2018.

BACKGROUND

NVTa Regional Projects

At its meeting on October 12, 2017, NVTa approved issuance of the FY 2018 – FY

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2023 Program Call for Projects. Funding for these capital projects is provided by NVTA's 70 percent share of regional revenues that NVTA retains. Project applications are due to NVTA on December 15, 2017, with a resolution of endorsement from each locality's governing body.

NVTA staff will prepare a list of eligible candidate projects for consideration by the NVTA Board at a meeting in early calendar year 2018, with a recommendation that these projects be submitted to VDOT/DRPT for the evaluation of congestion relief benefits required by HB 599 (2012). The HB 599 analysis is being conducted by VDOT.

Projects recommended for NVTA consideration for FY 2018 – FY 2023 funding are included in Attachment 2. These projects are a subset of, and consistent with, the Board's TPP. The total amount of NVTA regional funding expected to be available during this time period is approximately \$1.46 billion. Fairfax County's total request for funding from NVTA is over \$1 billion. Many of these projects will require funding beyond FY 2023, and staff will actively seek funding for projects in need of additional funding through NVTA and other sources.

County staff recommend the following projects for submission to NVTA for regional funding consideration in an amount not to exceed the "Proposed Funding Request". Each project is scored and ranked based on several criteria, including congestion reduction relative to cost. However, NVTA has requested that each applicant prioritize their requests. Staff's suggested priority is indicated to the right of each project.

Table 1 – List of Proposed Projects for NVTA Regional Funding

Project Title/TransAction ID	Current Cost Estimate In Millions	Proposed Funding Request In Millions	Priority
Corridor 1: Route 7/Dulles Toll Road/Silver Line			
Rock Hill Road Extension (DTR Overpass) / 19	\$170.0	\$170.0	12 of 15
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass) / 7	\$170.0	\$157.0	3 of 15
Town Center Parkway Extension (DTR Underpass) / 17	\$170.0	\$17.0	13 of 15

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Corridor 3: Route 28			
Route 28 Widening (Northbound, Route 50 to McLearen Road) / 26	\$19.0	\$19.0	14 of 15
Route 28 Widening (Prince William County Line to Old Centreville Road) / 30	\$91.1 ¹	\$39.3	5 of 15
Corridor 5: Fairfax County Parkway			
Fairfax County Parkway Widening (Ox Road to ~2,000 Feet North of Lee Highway), and Fairfax County Parkway/Popes Head Road Interchange Improvement / 57	\$147.0	\$67.0	11 of 15
Shirley Gate Road Extension / 58	\$45.0	\$42.0	15 of 15
Corridor 6: I-66/US 29/US 50/Orange-Silver Line/VRE Manassas			
Route 29 Widening Phase II (Union Mill Road to Buckleys Gate Drive) / 217	\$67.0	\$7.6	10 of 15
Seven Corners Ring Road (Phase 1A/Segment 1A) / 18	\$72.0	\$12.4	8 of 15
Corridor 8: I-95/I-395/US 1/VRE Fredericksburg/Blue-Yellow Line			
Frontier Drive Extension / 84	\$89.5	\$79.5	4 of 15
Richmond Highway Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir) / 39	\$605.0	\$250.0	2 of 15
Richmond Highway CSX Underpass/ 282	\$56.0	\$12.0	7 of 15
Richmond Highway Widening (Mt Vernon Memorial Highway to Napper Road) /214	\$215.0	\$127.0	1 of 15
Corridor 10: Columbia Pike/Braddock Road/VRE Manassas			
Braddock Road Improvements (Burke Lake to I-495) / 336	\$60.4	\$52.4	6 of 15

¹: The total project estimate for the Route 28 Widening project has increased from \$68.8 million to \$91.1 million. This increase is due to a change in project scope. The initial scope was based on widening from 4 to 6 lanes. Initial traffic analyses indicated that a 6-lane section may not be sufficient to address the volume of traffic. This new estimate supports an expanded project scope.

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Rolling Road Widening (Old Keene Mill Road to Fairfax County Parkway) / 54	\$51.2 ²	\$17.0	9 of 15
Total Request		~\$1,069.2	

Other projects of local interest requiring Fairfax County endorsement for submission that benefit Fairfax County include:

- Town of Herndon - ~~Metrorail Multi-Modal Improvements~~Herndon Bikes sharing Services
 - Introduce and expand bikes sharing services in Herndon in coordination with County regional system.~~Implement roadway, bicycle, and pedestrian projects to improve access to the Herndon Metrorail Station.~~
- Town of Vienna - Metrorail Access Improvements
 - Improve access to Metrorail and encourage mass transit use by completing all sidewalks within a half-mile of Vienna Fairfax-GMU and Tysons Corner Metrorail Stations, and provide a commuter park-and-ride lot to enhance access to the stations.
- Washington Metropolitan Area Transit Authority – To Be Determined

Project of local interest that will assist Fairfax County residents. Staff recommends the Board supports advancing without endorsing a specific alternative:

- Prince William County - Route 28 Improvements primarily south of Bull Run that are the subject of a current alternatives analysis to identify ways to ease congestion and improve traffic conditions.

These projects have also been included in the resolution for Board endorsement.

CMAQ and RSTP Projects

The CMAQ Program provides federal funds for regions that are determined to be in non-attainment for air quality to assist them in complying with Clean Air Act requirements. The RSTP Program provides federal formula funds to the region to assist with the implementation of transportation capital projects.

The Board last endorsed CMAQ and RSTP applications for FY 2023 funds in December 2016. The Commonwealth's current SYIP, adopted by the CTB in June 2017, included CMAQ and RSTP funding through FY 2023.

² The total project estimate for the Rolling Road project has increased from approximately \$35 million to over \$51 million. This increase is due primarily to significant increases in utility and construction estimates.

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For the purposes of preparing its recommended project lists, NVTa currently estimates that in Northern Virginia, \$52.6 million will be available for distribution in the RSTP Program, and \$29.6 million will be available in the CMAQ Program. Staff recommends submitting the following projects for funding consideration (Attachment 2). The project requests for FY 2024 funding are a continuation of funding for projects included in the TPP, for FY 2015 to FY 2020. No new projects are being recommended.

Table 2 – List of Proposed Projects for CMAQ/RSTP Funding

Project Title	Proposed Funding Request	Priority
Countywide Transit Stores	\$0.65	6
Fairfax County Parkway (Route 286) Widening (Route 123 to Route 29)/Popes Head Interchange	\$5.0	5
Richmond Highway Bus Rapid Transit	\$10.0	1
Richmond Highway Widening (Mt Vernon Memorial Highway to Napper Road)	\$9.0	2
Seven Corners Ring Road (Phase 1A/Segment 1A)	\$9.0	7
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)	\$18.0	4
Tysons Roadway Improvements	\$9.0	3
Total CMAQ/RSTP Requested	\$60.65	

FISCAL IMPACT

Requests for regional and federal (CMAQ and RSTP) funding are shown by project in the table above. There is no local cash match associated with any of these revenues, and no impact to the General Fund.

CREATION OF POSITIONS

No positions will be created through this action.

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ENCLOSED DOCUMENTS

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for Regional and Federal Funding through the Northern Virginia Transportation Authority

Attachment 2 – List of Projects with Brief Descriptions

STAFF

Robert A. Stalzer, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

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

Todd Minnix, Chief, Transportation Design Division, FCDOT

Karyn Moreland, Section Chief, Capital Projects and Operations Division, FCDOT

Ray Johnson, Senior Transportation Planner, Coordination and Funding, FCDOT

Noelle Dominguez, Senior Transportation Planner, Coordination and Funding, FCDOT

Brent Riddle, Senior Transportation Planner, Coordination and Funding, FCDOT

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, December 5, 2017, at which meeting a quorum was present and voting, the following resolution was adopted.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission to the Northern Virginia Transportation Authority (NVTA) requests for regional funding for FY 2018 – FY 2023 for the following projects in amounts not to exceed:

- Richmond Highway Widening (Mount Vernon Memorial Highway to Napper Road) - \$127,000,000: [TransAction ID 214 \(Route 1 Widening: Route 235 North to Route 235 South\)](#)
- Route 28 Widening (Prince William County Line to Route 29) - \$39,300,000: [TransAction ID 30 \(Route 28 Widening: Route 29 to Prince William County Line\)](#)
- Fairfax County Parkway Widening (Ox Road to Route 29) and Popes Head Road Interchange Improvements - \$67,000,000: [TransAction ID 57 \(Fairfax County Parkway Widening: Ox Road \(Route 123\) to Lee Highway \(Route 29\)\)](#)
- Seven Corners Ring Road (Phase 1A/Segment 1A) - \$12,400,000: [TransAction ID 18 \(Seven Corners Ring Road Improvements\)](#)
- Frontier Drive Extension - \$79,500,000: [TransAction ID 84 \(Frontier Drive Extension and Intersection Improvements\)](#)
- Braddock Road Improvements (Burke Lake to I-495) - \$52,400,000: [TransAction ID 336 \(Braddock Road Intersection Improvements: Guinea Road to Ravensworth Road\)](#)
- Rolling Road Widening (Old Keene Mill Road to Fairfax County Parkway) - \$17,000,000: [TransAction ID 54 \(Rolling Road Widening: Hunter Village Drive to Old Keene Mill Road\)](#)
- Route 29 Widening Phase II (Union Mill Road to Buckleys Gate Drive) - \$7,600,000: [TransAction ID 217 \(Route 29 Widening: Waples Mill Road \(Route 665\) to Pickwick Road\)](#)
- Shirley Gate Road Extension - \$42,000,000: [TransAction ID 58 \(Shirley Gate Road Extension: Braddock Road to Fairfax County Parkway\)](#)

- Richmond Highway Bus Rapid Transit (Huntington Metrorail Station to Fort Belvoir) - \$250,000,000: [TransAction ID 39 \(Route 1 BRT\)](#)
- Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass) - \$157,000,000: [TransAction ID 7 \(Soapstone Drive Extension\)](#)
- Town Center Parkway Extension (DTR Underpass) - \$17,000,000: [TransAction ID 17 \(Dulles Toll Road - Town Center Parkway Underpass\)](#)
- Richmond Highway CSX Underpass - \$12,000,000: [TransAction ID 282 \(Route 1 Widening: Occoquan River Bridge to Telegraph Road \(Route 235 North\)\)](#)
- Route 28 Widening (Northbound, McLearen Road to Route 50) - \$19,000,000: [TransAction ID 26 \(Route 28 Widening: I-66 to Loudoun County line\)](#)
- Rock Hill Road Extension (DTR Overpass) - \$170,000,000: [TransAction ID 19 \(Davis Drive Extension and Dulles Toll Road: Rock Hill Overpass\)](#)

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission to the NVTa requests for funding from the federal Congestion Mitigation and Air Quality and Regional Surface Transportation Programs for FY 2024 for the following projects:

- Countywide Transit Stores
- Fairfax County Parkway Widening (Ox Road to Lee Highway), and Fairfax County Parkway/Popes Head Road Interchange Improvement
- Richmond Highway Bus Rapid Transit
- Richmond Highway Widening (Mount Vernon Highway to Napper Road)
- Seven Corners Ring Road (Phase 1A/Segment 1A)
- Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)
- Tysons Roadway Improvements

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby also endorses the efforts of the Town of Herndon, the Town of Vienna, Prince William County, and WMATA in submitting applications to the NVTa requests for regional funding for FY 2018 – FY 2023, for the following projects located in or near Fairfax County that are submitted by regional entities:

- Town of Herndon - [Herndon BikesSharing Services](#)~~Metrorail Multi-Modal Improvements~~
- Town of Vienna - Metrorail Access Improvements
- Washington Metropolitan Area Transit Authority – To Be Determined

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby supports advancing the following project without endorsing a specific alternative:

- Prince William County - Route 28 Improvements south of Bull Run that are the subject of a current alternatives analysis to identify ways to ease congestion and improve traffic conditions

Adopted this 5th day of December 2017, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

**List of Recommended Projects for Northern Virginia Transportation Authority (NVTa) 70%
Regional Consideration (FY2018-2023)**

Project	Project Description	Current Cost Estimate in Millions	Requested Funding in Millions
Richmond Highway Widening (Mt Vernon Memorial Highway to Napper Road)	The Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. This project will provide a six-lane facility complementing the Richmond Highway project recently completed from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit in the median.	\$215.0	\$127.0
Route 28 Widening (Prince William County Line to Old Centreville Road)	The project consists of widening the existing four lanes (divided) to six lanes (divided) for approximately 2.3 miles, from north of the existing bridge over Bull Run to the intersection with Old Centreville Road/Upperridge Drive. This project includes both pedestrian and bicycle facilities.	\$91.1	\$39.3
Fairfax County Parkway Widening (Ox Road to 2,000 feet north of Lee Highway), and Fairfax County Parkway/Popes Head Road Interchange Improvement	The project provides for the widening of Fairfax County Parkway (Route 286) from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or upgrade pedestrian and bicycle amenities. The project provides for an interchange at the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension, including pedestrian and bicycle accommodations, and future connection to Shirley Gate Road to the east.	\$147.0	\$67.0

Seven Corners Ring Road (Phase 1A/Segment 1A)	This project will design the first phase of the new interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the interchange and terminating with a bridge that goes over Route 50. Project will also include new signalized crosswalks with VDOT Wilson Boulevard replacement bridge. The entire project includes bicycle and pedestrian accommodations.	\$72.0	\$12.4
Frontier Drive Extension	Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and braided ramps to and from the Parkway. Provide pedestrian and bicycle facilities along the proposed Frontier Drive extension and support relocation of the Transportation Security Administration Headquarters to Springfield.	\$89.5	\$79.5
Braddock Road Improvements (Guinea Road to Ravensworth Road)	The project would include intersection, signalization, access management, pedestrian, and bicycle improvements.	\$60.4	\$52.4
Rolling Road Widening (Old Keene Mill Road to Fairfax County Parkway)	Widen Rolling Road from two to four lanes from Old Keene Mill Road to Franconia Springfield Parkway and Fairfax County Parkway. The project will add or upgrade pedestrian and bicycle facilities.	\$51.6	\$17.0
Route 29 Widening Phase II (Union Mill Road to Buckleys Gate Drive)	Phase II will widen Lee Highway (Route 29) from Union Mill Road to Buckleys 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). This project includes both pedestrian and bicycle facilities.	\$67.0	\$7.6

Shirley Gate Road Extension	Extension of four-lane divided Shirley Gate Road from Braddock Road to the Fairfax County Parkway, north of Popes Head Road. The project would include a raised median and pedestrian and bicycle facilities.	\$45.0	\$45.0
Richmond Highway Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir)	The BRT project includes median running BRT from the Huntington Metrorail Station to Fort Belvoir. The project will include: new transit stations, facilities for bicycle, pedestrian and vehicle travel modes.	\$605.0	\$250.0
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)	The Soapstone Drive Extension is a new roadway, approximately one-half mile long between Sunrise Valley Drive and Sunset Hills Road. The project will include a new bridge crossing over the Dulles Toll Road. This project includes both pedestrian and bicycle facilities.	\$170.0	\$157.0
Town Center Parkway Extension (DTR Underpass)	The Town Center Parkway Extension will provide a four-lane divided connection from Sunrise Valley Drive to Sunset Hills Road, with an underpass at the Dulles Corridor, which includes the Dulles Toll Road (DTR), the Dulles International Airport Access Highway (DIAAH), and the Silver Line of the Metrorail system. The roadway will include bicycle and pedestrian facilities.	\$170.0	\$17.0

Richmond Highway CSX Underpass	The Richmond Highway CSX Underpass project makes intermodal and safety improvements to existing facilities at the intersection of Richmond Highway and the CSX railroad tracks. The improvements include a railroad bridge replacement to support the addition of a third railroad track. In conjunction with the new bridge, this project also will lower the roadway and widen it to accommodate six lanes of traffic. The roadway improvements will provide improved clearance, enhance safety, enable more efficient movement of goods, facilitate the proposed BRT system, and allow for the addition of pedestrian facilities.	\$56.0	\$12.0
Route 28 Widening (Northbound, McLearen Road to Route 50)	This project will widen the northbound segment of Route 28 from Route 50 to McLearen Road from three to four lanes.	\$19.0	\$19.0
Rock Hill Road Extension (DTR Overpass)	Extend Davis Drive (Route 868) from Glenn Drive (Route 864) to Fairfax County line at the future bridge over Dulles Toll Road (Route 267). Realign Rock Hill Road with Davis Drive. Construct a four-lane roadway over the Dulles Toll Road from Sunrise Valley Drive on the south side to Davis Drive extension in Loudoun County on the north side. The project would include pedestrian and bicycle facilities.	\$170.0	\$170.0

List of Recommended Projects for Congestion Mitigation Air Quality/Regional Surface Transportation Program (CMAQ/RSTP) Consideration (FY2024)

Project	Project Description	Funding Request in Millions	Priority
Countywide Transit Stores	Six transit stores provide transit information, trip planning, fare media, and ridesharing information to area residents and visitors seeking alternatives to driving alone. From FY 2002 through FY 2023, CMAQ funding has been allocated to the operation of the countywide transit stores.	\$0.65	6
Fairfax County Parkway Widening (Ox Road to 2,000 feet north of Lee Highway), and Fairfax County Parkway/Popes Head Road Interchange Improvement	The project provides for the widening of Fairfax County Parkway (Route 286) from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or upgrade pedestrian and bicycle amenities. The project provides for an interchange at the intersection of Fairfax County Parkway, Popes Head Road and Shirley Gate Extension, including pedestrian and bicycle accommodations, and future connection to Shirley Gate Road to the east.	\$5.0	5
Richmond Highway Bus Rapid Transit (BRT, Huntington Metrorail Station to Fort Belvoir)	The BRT project includes median running BRT from the Huntington Metrorail Station to Fort Belvoir. The project will include: new transit stations, facilities for bicycle, pedestrian and vehicle travel modes.	\$10.0	1
Richmond Highway Widening (Mt Vernon Memorial Highway to Napper Road)	The Richmond Highway widening project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Napper Road. This project will provide a six-lane facility complementing the existing Richmond Highway project currently under construction from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit.	\$9.0	2
Seven Corners Ring Road (Phase 1A/Segment 1A)	This project will design the first phase of the new interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the interchange and terminating with a bridge that goes over Route 50. Project will also include new	\$9.0	7

	signalized crosswalks with VDOT Wilson Boulevard replacement bridge. The entire project includes bicycle and pedestrian accommodations.		
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)	The Soapstone Drive Extension is a new roadway, approximately one-half mile long between Sunrise Valley Drive and Sunset Hills Road. The project will include a new bridge crossing over the Dulles Toll Road. This project includes both pedestrian and bicycle facilities.	\$18.0	4
Tysons Roadway Improvements	Roadway, bicycle, and pedestrian improvements planned for Tysons that will enhance access to future developments, particularly around the new Silver Line stations. These improvements, and this request, are consistent with the Tysons Transportation Funding Plan adopted by the Board of Supervisors in January 2013.	\$9.0	3

ACTION - 12

Approval of the Fairfax County's Disadvantaged Business Enterprise Policy and Goal Update for the Federal Transit Administration (FTA) for Federal Fiscal Years 2018-2020

ISSUE:

Fairfax County is the recipient of federal transit funds authorized by Titles I, III, V, and VI of Intermodal Surface Transportation Efficiency Act (ISTEA), Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, as such the County must maintain a valid Disadvantaged Business Enterprise Policy and Goal for the Federal Transit Administration for Federal Fiscal Years 2018-2020.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the County's Disadvantaged Business Enterprise Policy and Goal Update for Federal Fiscal Years 2018-2020, in substantial form.

TIMING:

The Board of Supervisors is requested to act on this item on December 5, 2017, so that Fairfax County will remain in compliance with USDOT regulations and be eligible to receive additional FTA funds in the future.

BACKGROUND:

In accordance with 49 CFR Part 26, Fairfax County is proposing a new overall goal of 16.4 percent for Disadvantaged Business Enterprise (DBE) participation in contracts supported by FTA program funds. The previous DBE goal for FY 2015 – 2017 was 17.7 percent. The County will attempt to achieve the 16.4 percent goal through race-neutral means.

The proposed DBE policy document has been updated for FY2018 – FY2020. Changes in the policy document pertain to how the goal was calculated and the description of public outreach efforts to inform the goal setting. The policy ensures that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT–assisted contracts. The policy also seeks to achieve the following:

Board Agenda Item
December 5, 2017

1. Ensure nondiscrimination in the award and administration of FTA-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for FTA-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in FTA-assisted contracts; and
6. Assist the development of firms that can compete successfully in the market place outside the DBE Program.

As required by 49 CFR 26.45(g)(2), the Fairfax County Department of Transportation (FCDOT), on behalf of the County, consulted with minority, women's and general contractor groups, and community organizations which are knowledgeable about the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination on opportunities for DBEs.

During the development of the Disadvantaged Business Enterprise Policy and Goal for FTA for Federal FY 2018-20, FCDOT sought input from the following County departments: Finance, Office of County Attorney, Public Works and Environmental Services, and Procurement and Materials Management.

FCDOT published the goal in the Washington Post and El Tiempo Newspapers, and on the County's website on September 18, 2017. In accordance with the public participation regulation requirements, the proposed goal also was available for public inspection and comment during normal business hours at FCDOT offices for a period of 30 days. FCDOT also accepted public comments until November 6, 2017, a period of 45 days. No comments have been received and no changes have been made to the DBE Policy and Goal for FY 2018-2020 as a result of these public outreach efforts.

FISCAL IMPACT:

With an approved DBE program, Fairfax County will remain eligible to receive future FTA grant funding and receive reimbursements from current grants. The General Fund will not be impacted, if this item is approved.

ENCLOSED DOCUMENTS:

Attachment I: Fairfax County Disadvantaged Business Enterprise Policy, Program, and Goal for FTA

Board Agenda Item
December 5, 2017

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
James Patteson, Department of Public Works and Environmental Services
Cathy Muse, Department of Procurement and Materials Management
Deidre Finneran, Department of Finance
Brent Riddle, Coordination and Funding Division, FCDOT
Benjamin Atsem, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Patricia McCay, Assistant County Attorney

**Fairfax County
Disadvantaged Business Enterprise Policy, Program, and Goal for FY 2018-FY2020
for the Federal Transit Administration (FTA)**

Section 26.1, 26.23 Objectives and Policy Statement

Program Objectives

The County of Fairfax, Virginia (Fairfax County) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. Fairfax County has received Federal financial assistance in excess of \$250,000 from USDOT (i.e. FTA) for capital projects, and as a condition of receiving this assistance, Fairfax County has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Fairfax County to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in FTA assisted contracts. It is also the county's policy to:

1. Ensure nondiscrimination in the award and administration of FTA assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for FTA assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in FTA assisted contracts; and
6. Assist the development of firms that can compete successfully in the market place outside the DBE Program;
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients;
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Policy Statement

Brent Riddle is designated by Fairfax County Department of Transportation (FCDOT) as DBE Liaison Officer (DBELO). In that capacity, Mr. Riddle is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Fairfax County in its financial assistance agreements with the U.S. Department of Transportation.

Fairfax County Department of Transportation staff will submit this policy statement to the County's Board of Supervisors and all relevant departments and agencies within the County. Fairfax County also distributes this statement to DBE and non-DBE business communities that perform work on FTA assisted contracts. The information will be available on the County's website, to ensure accessibility to any interested parties.

Director's Commitment to the Disadvantaged Business Enterprise Program

I, Tom Biesiadny, Director of the Fairfax County Department of Transportation, will take Affirmative Action to ensure that DBEs shall have maximum practical opportunity to participate in the performance of the contracts financed in whole or in part with funds derived from FTA.

I will direct the appropriate Fairfax County Department of Transportation staff to provide for the utilization of DBEs including financial institutions, and to use all practical means to ensure that DBEs have the maximum practical opportunity to complete for contract and subcontract work let by Fairfax County and supported by FTA funding.

In keeping with this commitment it is my pledge to work toward achieving the following DBE goals for the award of FTA assisted contracts. The goal for utilization of the DBE's shall be 16.4 % of the value of construction, supply and consultant contract dollar amounts for FTA funded construction contracts during FY2018-2020.

Tom Biesiadny, Director
Fairfax County Department of Transportation

Date

Section 26.1, 26.23 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

Fairfax County is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the TEA-21, Pub. L. 105-178.

Section 26.5 Definitions

Fairfax County adopts the definitions contained in Section 26.5 of Part 26 for this program.

Section 26.7 Non-discrimination Requirements

Fairfax County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, gender, national origin or ethnicity.

In administering its DBE program, Fairfax County will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, gender, national origin or ethnicity.

Section 26.11 Record Keeping Requirements

Uniform Report of DBE Awards or Commitments and Payments: 26.11(a)

Fairfax County will report DBE participation to the relevant federal operating administrations using the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to the DBE regulation.

Bidders List: 26.11(c)

Fairfax County compiles and maintain a bidders list in accordance with 49 CFR Section 26.11(C). To verify bidders, Fairfax County utilizes the Virginia Department of Small Business and Supplier Diversity (SBSD) and the Metropolitan Washington Airports Authority's (MWAA) pre-qualified bidders lists which contain information about all DBE and non-DBE firms that bid or quote on FTA assisted contracts in Virginia. The directories determine which firms may be counted as DBEs. The bidder list will include the name, address, DBE/non-DBE status, age of firm, and annual gross receipts.

These directories are revised periodically. Due to the size of the directories, copies are not appended; however, these directories are available together online at the following

URL: <http://www.dmbv.virginia.gov/>

Section 26.13 Assurances

Fairfax County has signed the following assurance, applicable to all FTA assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance: 26.13(a)

Fairfax County shall not discriminate on the basis of race, color, sex, gender, national origin or ethnicity in the award and performance of any FTA assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. Fairfax County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of FTA assisted contracts. The Fairfax County DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Fairfax County of their failure to carry out its approved program, the Department may impose sanctions as provided for under §26.101 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

Fairfax County will ensure that the following clause is placed in every FTA assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, sex, gender, national origin or ethnicity in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as Fairfax County deems appropriate.

Section 26.21 DBE Program Updates

Since Fairfax County has received grants of more than \$250,000 in FTA capital assistance in FY 2007 (VA-03-0111), FY 2010 (VA-04-0031-01), and FY 2005 (VA-37-X012), the County will continue to carry out this program until all funds from FTA financial assistance have been expended. Fairfax County will provide to USDOT updates representing significant changes in the program.

Section 26.25 DBE Liaison Officer

FCDOT has designated the following individual as DBE Liaison Officer (DBELO):

Brent Riddle
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
703-877-5659
michael.riddle@fairfaxcounty.gov

In his capacity as DBELO, Mr. Riddle is responsible for implementing all aspects of the DBE program and ensuring that Fairfax County comply with all provisions of 49 CFR Part 26. As DBELO, Mr. Riddle has direct, independent access to the Director of the Department of Transportation concerning DBE program matters.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Coordinates with other County departments (as applicable) to determine overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBE's in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes Fairfax County's progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings as needed.
8. Advises the Director on DBE matters and achievement.
9. Participates with the legal counsel and project managers to determine contractor compliance with good faith efforts.
10. Provides DBE's with information and assistance in this process.
11. Plans and participates in DBE training seminars.
12. Checks DBE certification according to criteria set by SBSD on the Uniform Certification Process in Virginia
13. Provides outreach to DBE's and community organizations to advise them of opportunities.
14. Coordinates with SBSD on the Uniform Certification Process in Virginia

To assist Mr. Riddle in his role as DBELO, Fairfax County hired a Transportation Planner II who will help coordinate with other County departments, organize Title VI training, and generally assist with FCDOT's Civil Rights (i.e., DBE and Title VI) compliance efforts.

Reconsideration Official

Fairfax County's reconsideration official will be the Deputy Director of the Department of Public Works and Environmental Services, who will work in tandem with the Director of Fairfax County's Department of Transportation. They will abide by the requirements for reconsideration as stated in §26.53(d).

Section 26.27 DBE Financial Institutions

Fairfax County is authorized to utilize the services of any public depository in the Commonwealth of Virginia that is deemed qualified by the State Treasury Board to maintain checking, time deposit and warrant accounts and for the purposes of wiring funds, processing tax and license payments and maintaining custodial accounts for the County's investments. The Director of Finance is responsible for the procurement of banking services and is authorized by statutes of the Commonwealth of Virginia and by County resolution to acquire these services by contract. As outlined in the most recent request for proposal for banking and financial services, financial institutions eligible for consideration to provide such services to Fairfax County must be:

- Designated as a qualified public depository under the Virginia Security for Public Deposits Act.
- A member of the Federal Reserve System and the National Automated Clearing House Association (NACHA)
- Be able to accommodate local deposits within their business operations
- Sufficiently capitalized to accommodate the County's cash management needs with bank assets exceeding \$100 billion and bank deposits exceeding \$100 billion at the end of its most recent reporting period.

Fairfax County's most recent competitive procurement for banking services resulted in a three-year contract with four one year renewal options. In January 2015, the County entered into the second year of the initial three year term of the contract. The current contract will expire in December 2021, assuming the County exercises all remaining renewal options. During the County's most recent procurement, it did not receive any offers from qualified DBE financial institutions. Currently, there are two DBE vendors registered for banking services in the database maintained by the Commonwealth of Virginia.

In preparation for future requirements for this type of service the County will work with the Virginia Department of Small Business and Supplier Diversity, which administers the Federal Disadvantaged Business Enterprise Program certification for the Commonwealth of Virginia, and the Fairfax County Economic Development Authority to identify financial institutions that may meet the County's requirements. The County will reach out to financial institutions to advise them of how they can register to receive notices of solicitation and participate in workshops on how to respond to County solicitations. At the time of the re-solicitation process, the County will invite all qualified DBE financial institutions to participate in the competitive procurement. The County will re-evaluate the availability of DBE financial institutions that meet the County's requirements every three years.

Section 26.29 Prompt Payment Mechanisms

Fairfax County will include the following clauses in each FTA assisted prime contract:

Prompt Payment: 26.29(a)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Fairfax County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Fairfax County. This clause applies to both DBE and non-DBE subcontracts.

Retainage: 26.29(b)

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after retainage is paid to the prime contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Fairfax County. This clause applies to both DBE and non-DBE subcontractors. Work may be credited toward goals only when payments are actually made to DBE's.

Monitoring and Enforcement: 26.29(d)

Fairfax County monitors and enforces the prompt payment of DBE and non-DBE sub-contractors and suppliers by inserting into every contract Articles of General Conditions that require prime contractors to pay sub-contractors and suppliers within seven days. By the terms of General Conditions Articles 9.4 and 9.5, the prime contractor turns over a pay request to the Engineer of Record. Furthermore, prime contractors must sign an affidavit with every pay application to ensure prime contractors are meeting the terms of the General Conditions. The Engineer has seven calendar days to review and provide a recommendation for payment. The County is then obligated to make payment within seventeen calendar days. The contractor, upon receipt of that payment, has an additional seven calendar days to pay all subs and suppliers. Allowing for a day or two for payment from the County to hit the prime contractor's bank account, all subs and suppliers should receive payment within 31 to 32 days after submission of the prime contractor's application for payment.

Fairfax County will bring to the attention of USDOT any fraudulent or dishonest conduct in connection with the DBE program, so that USDOT can take the steps provided in §26.107. Fairfax County also will consider similar action under its own legal authorities, including responsibility determinations in future contracts. Fairfax County has implemented appropriate mechanisms to ensure compliance by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law).

Section 26.31 Directory

Fairfax County does not certify firms as DBEs but utilizes SBSD's and MWAA's Certified DBE Vendor lists to verify if firms may be counted as DBEs. The directories list the firm's name, address, and phone number and the type of work the firm has been certified to perform as a DBE.

The directories utilized by FCDOT are revised periodically. The SBSD revises their directory in real-time as vendors are added or subtracted and MWAA revises monthly. Because of the size of these files, copies are not appended; however, the directories are available online at the following URLs: <http://www.sbsd.virginia.gov/>

Section 26.33 Overconcentration

Fairfax County has not identified that overconcentration exists in the types of work that DBEs perform. The DBELO will work with relevant County agencies to re-evaluate for overconcentration triennially.

Section 26.35 Business Development Programs

Fairfax County does not operate a business development program. The DBELO will work with the County's Department of Procurement and Material Management to re-evaluate the need for such a program triennially, in advance of the County's DBE program renewal. As part of that effort, the County also will develop criteria to determine the need for such a program. In addition, Fairfax County will continue to refer to its small and minority business program that is advertised to firms that do business with County agencies. Fairfax County will support small and minority businesses through our sustained relationships with regional business development groups.

Section 26.37 Monitoring and Enforcement Mechanisms

Fairfax County will implement the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26:

1. Fairfax County will bring to the attention of FTA any false, fraudulent, or dishonest conduct in connection with the program, of which Fairfax County has knowledge, so that FTA can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. Fairfax County will consider appropriate action under our own legal authorities as may be authorized under applicable Virginia law, including responsibility determinations in future contracts.
3. Fairfax County also will provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by monitoring and reviews performed throughout the contract segments by staff members of the Fairfax County Department of Transportation and will occur for all contracts/projects on which DBEs are participating.
4. Fairfax County will require a running tally of actual payments from prime contractors to DBE firms for work committed to them at the time of contract award.

For more information regarding this section, please see *Appendix 3: Monitoring and Enforcement Mechanisms/Legal Remedies for Ensuring Disadvantaged Business Enterprise Inclusion in Contracts*.

Section 26.39 Small Business Participation

Fairfax County has incorporated a non-discriminatory element in its DBE program, in order to facilitate competition on FTA assisted public works projects by small business concerns (both DBEs and non-DBE small businesses): For more details regarding the County's efforts to engage minority suppliers and vendors, please see the County's Supplier Diversity Program information at the following link:

<https://www.fairfaxcounty.gov/dpmm/supplierdiversity/>

The Fairfax County Board of Supervisors voted to establish a Small and Minority Business Enterprise Program on April 6, 1981. Through this program, Fairfax County undertakes every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.

Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

Fairfax County does not certify businesses; however, Fairfax County does recognize business classifications of Small, Minority, Woman, Veteran and Service-Disabled Veteran Owned business enterprises that are certified by other agencies. Certification documentation can be submitted to the Vendor Relations Coordinator as an email attachment to VendorHelpSelfService@fairfaxcounty.gov or by fax to 703-324-3587.

Business classifications are defined on Fairfax County's business classification website under the Department of Procurement and Material Management's website, which is located at the following URL: (<http://www.fairfaxcounty.gov/dpsm/osb/busclass.htm>).

Small Business Enterprise - An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in the provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

Minority-Owned Business Enterprise - A business concern with at least 51% ownership by one or more minorities who are United States citizens or legal resident aliens or, in the case of a corporation, partnership or limited liability company or other entity, at least 51% ownership interest by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

Woman-Owned Business Enterprise - A business concern which is at least 51% owned by one or more women who are United States citizens or legal resident aliens or, in the case of a corporation, partnership or limited liability company or other entity, at least 51% ownership interest by one or more women and whose management and daily business operations are controlled by one or more of such individuals.

All business representatives are welcome to the *Selling to Fairfax County* workshop held six times per year. Businesses, including small businesses, have an opportunity to meet staff from the county's Procurement department and become familiar with the county's process. Workshops outline the county's process, upcoming contracting opportunities, and address any questions or concerns that businesses may have about doing business with the county.

All workshops are free of charge. The workshop schedule is available under the Vendor Relations Website at: (<http://www.fairfaxcounty.gov/dpsm/osb/workshop.htm>).

Section 26.43 Set-asides or Quotas

Fairfax County does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45, Fairfax County submitted its FY 2018 – 2020 overall DBE goal to the FTA on December 5, 2017, upon approval by the Fairfax County Board of Supervisors.

Overall Goal

Fairfax County utilized familiar programs and resources to help determine and promote DBE participation. These programs include county and private-sector resources. Among the county resources, FCDOT consulted with the Supplier Diversity Program within the Department of Procurement and Materials Management (DPMM), which ensures that small businesses, minority-owned businesses and women-owned businesses are treated fairly and have an opportunity to compete for the county's contract dollars. The office also engages in a variety of outreach efforts, including counseling and assistance, which are intended to maximize prime and subcontract opportunities for small, minority-owned businesses and women-owned businesses. In October 2017, FCDOT participated in an all-day job fair sponsored by DPMM to help gauge interest in DBE opportunities, as well as promote contracting opportunities. FCDOT also met with representatives of Fairfax County's Office of Public Private Partnerships, which serves as a clearing house for public agencies, non-profit organizations, and businesses interested in working collaboratively. Additionally, FCDOT consulted the Fairfax County Economic Development Authority, which works with small, minority, and women-owned businesses to provide services and opportunities to start and expand their business operations (<http://www.fairfaxcountyeda.org/services-small-minority-and-woman-owned-firms>).

Outside of the County resources, FCDOT reached out to representatives of the Capital Region Minority Supplier Development Council, the Virginia Hispanic Chamber of Commerce, the Asian Chamber of Commerce, and the Hispanic Business Council to gain a sense of the number of types of DBE firms that their organizations represent and to begin to develop strategies for ensuring DBE participation in bidding for FTA-supported contracts. Via email, FCDOT attempted to solicit direct feedback from each of these groups on the proposed DBE goal. FCDOT utilized these resources in addition to the resources listed subsequently in this document to determine and promote DBE participation. See *Appendix 5: Documentation of Consultation and Outreach* and *Appendix 6: Proof of Publication*.

Methodology

STEP ONE

The first step in establishing an overall DBE Goal is to determine the relative availability of DBE vendors within Fairfax County and the Washington Metropolitan Area to perform the types of FTA assisted contracts that Fairfax County intends to let during the federal fiscal year cycle. For FY 2018-2020, Fairfax County is expected to initiate only a few contracts for the construction of sidewalks and bus shelters and one contract to support a Transit Oriented Development (TOD) planning project.

After reviewing the current projects Fairfax County is completing with the use of applicable FTA grant funds, FCDOT has determined that an estimate of FTA funding for FY 2018-2020 is \$3,823,371 out of approximately \$4,779,213 in total project costs. The approximately \$3.8 million in FTA funds for FY 2018-2020 will be spent on Construction services (NAICS Codes 236220, 237110, 237130, 237310, and 238990) and planning services (NAICS Code 541330). Fairfax County does not anticipate any new large scale or additional projects that require FTA grants arising in the next three years that would increase the estimated total project costs and FTA Grant amounts for FY 2018-2020.

The following table delineates projects that are projected to be completed during FY 2018-2020.

Project Number	Total Project Amount	Federal Amount
1400079-2012	\$483,347	\$386,678
1400080-2012	\$900,000	\$720,000
1400082-2012	\$435,666	\$348,533
1400012-2006 (Frye Road – Phase II)	\$145,600	\$116,480
1400012-2006 (Lukens Lane)	\$560,000	\$448,000
1400012-2006 (Ladson Lane)	\$317,500	\$254,000
1400017-2006 (Mohawk)	\$450,000	\$360,000
1400017-2006 (Belford)	\$463,100	\$370,480
Transit Shelter Projects	\$1,024,000	\$819,200
TOTAL	\$4,779,213	\$3,823,371

According to proposed project timelines for initiating the above projects, the average annual fiscal year estimate for using FTA Grant funding is provided below.

	NAICS Codes 237110, 237130, 237310, and 238990
Fiscal Year 2018	\$3.15 million
Fiscal Year 2019	\$1.63 million
Fiscal Year 2020	\$0
TOTAL	\$4.78 million

Base Figure

FCDOT has used the following formula to determine the base figure percentage of ready, willing, and able DBE firms for USDOT-Assisted projects:

$$\text{Base Figure} = \frac{\text{Numerator: Ready, Willing and Able DBE Firms (by category)}}{\text{Denominator: All Ready, Willing and Able Firms (by the same numerator category)}}$$

Fairfax County does not certify firms as DBE's but utilizes databases maintained by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD), and the Metropolitan Washington Airport Authority (MWAA), to determine which firms may be counted as DBEs. The directories list the firm's name, address, and phone number and the type of work the firm has been certified to perform as a DBE.

A substantial majority of the contracting dollars are spent in the local marketing area known as the Washington Metropolitan Area that is comprised of Washington D.C. and the larger counties and municipalities in Northern Virginia. The table below identifies the NAICS codes that will be utilized by FCDOT over the next three years.

NAICS CODE	MEANING
NAICS Code 236220	Commercial and Institutional Building Construction
NAICS Code 237110	Water and Sewer Line and Related Structures Construction
NAICS Code 237130	Power and Communication Line and Related Structures Construction
NAICS Code 237310	Highway, Street, and Bridge Construction
NAICS Code 238990	All Other Specialty Trade Contractors
NAICS Code 541330	Engineering Services

The following table summarizes the total number of all contractors and subcontractors located in Fairfax County's local market area who would be available for FTA-assisted projects. This information was extracted from the 2017 County Business Patterns (i.e., NAICS) database hosted by the census.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	29	11	17	15	19	7
Arlington, VA	40	8	9	8	4	4
District of Columbia	37	47	68	41	36	24
Fairfax City, VA	0	1	1	1	2	2
Fairfax, VA	28	27	34	24	30	36
Falls Church, VA	13	7	1	26	33	23
Fredericksburg, VA	18	2	4	12	17	19
Loudoun, VA	34	38	36	33	35	41
Manassas City, VA	13	5	29	3	11	43
Manassas Park, VA	18	6	8	5	9	6
Prince William, VA	47	33	36	62	45	50
Stafford, VA	3	5	5	3	4	41
Sub-Total	280	190	248	233	245	296
Total	1196					296

The table below lists the number of certified DBE Firms with offices in the Washington Metropolitan Area. FCDOT cross-referenced each directory to prevent double counting a particular DBE firm who is certified and registered by more than one agency.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	2	2	3	3	6	3
Arlington, VA	1	2	1	2	4	2
District of Columbia	7	3	6	9	11	8
Fairfax City, VA	1	2	1	0	1	1
Fairfax, VA	27	31	26	25	34	39
Falls Church, VA	3	1	1	2	1	2
Fredericksburg, VA	4	3	2	5	2	2
Loudoun, VA	11	9	8	13	11	10
Manassas City, VA	2	1	0	3	2	5
Manassas Park, VA	1	1	4	0	1	1
Prince William, VA	11	12	14	17	15	10
Stafford, VA	3	2	2	3	2	3
Sub-Total	73	69	68	82	90	86
Total	382					86

Step 1 – Base Goal Calculation

To establish the DBE base goal, FCDOT consulted FTA guidance and the Virginia Department of Transportation (VDOT). For FY 2015-2017, VDOT utilized a two-step approach to setting the DBE base goal. FCDOT replicated this approach, the extent practicable, as follows:

Pre-Qualification

$$\frac{468 \text{ Ready, Willing, and able DBEs in the aforementioned NAICS codes}}{1492 \text{ Total Firms Ready, Willing, and Able in the aforementioned NAICS codes}} = 31.4\%$$

As a proxy for VDOT's Work Capacity Value measure, which measures the total amount of outstanding work a contractor desires to have under construction at one time, FCDOT determined what percentage of current FCDOT work could be performed by certified DBE firms (i.e., FTA contracts) as a percentage of the work available. The resulting percentage reflects maximum contracting opportunities of DBE firms.

Value of Available DBE Work

$$\frac{\text{Current DBE Contracts} = \$9,000,000}{\text{6-Year Budget Obligation} = \$3,000,000,000} = 0.30\%$$

Step 1 Base Goal Results

As a final step to determine the DBE base goal, FCDOT gives equal weight to each of the preceding measures to help identify the relative availability of and opportunities for DBEs with Fairfax County.

$$\text{Pre-Qualification (31.4\%)} \times \text{Work Capacity Value (.30\%)} / 2 = 15.8\%$$

Weighting

To improve the accuracy of the DBE goal, FTA recommends a weighting strategy for each NAICS category. The table below delineates calculations for weighting of the DBE firms and non-DBE firms in the Washington Metropolitan Area that FCDOT anticipates will be utilized over the next three years.

Weighting Calculations

	% of Federal Funding	NAICS Code 236220	% of Federal Funding	NAICS Code 237110	% of Federal Funding	NAICS Code 237130	% of Federal Funding	NAICS Code 237310	% of Federal Funding	NAICS Code 541330	% of Federal Funding	NAICS Code 238990	TOTAL
DBE	0.30%	90	0.30%	73	0.30%	69	0.30%	68	0.30%	86	0.30%	82	382
Firms													
All Firms		245		280		190		248		296		233	1196
DBEs/ All Firms		0.37		0.26		0.36		0.27		0.29		0.35	
		0.11%		0.08%		0.11%		0.08%		0.09%		0.11%	0.57%
Step 1 Weighted Base Figure													0.57%

Step 1 DBE Base Goal Results

The final step for determining the base goal involves combining together the Step 1 Base Figure Results and the Weighted Base Figure.

Step 1 Base Figure Results (15.8%) + Step 1 Weighted Base Figure (0.57%) = 16.4%

STEP TWO

Additional factors were considered for adjusting the base DBE goal figure. Two of the factors not utilized are discussed below:

- 1 Disparity Studies: No local disparity studies exist that provide any further insight into the number of ready, willing, and able DBEs or their use in transportation projects.
- 2 Potential Capacity Increases: The data do not show any significant increase on an annual basis of DBEs or total firms in either the Construction or Engineering NAICS categories.

Fairfax County did, however, consider past participation in FTA-assisted contracts to adjust further the base DBE goal figure. After reviewing participation data since 2015, Fairfax County determined that it had achieved an unusually high level of DBE firm participation on FTA-supported contracts, due in large part to the small number of contracts bid and the fact that a certified DBE firm was selected as the prime contractor on one of those contracts. Over the past three years, Fairfax County averaged 39.33% DBE participation, higher than the proposed 16.4% goal. Accordingly, Fairfax County determined that the results from the past three years were not representative of the relative availability of DBE firms in the local market area.

Fairfax County posted notices of the proposed DBE goal, informing the public that the proposed goal and its rationale were available for public inspection for 30 days during normal business hours at FCDOT headquarters:

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033

Fairfax County also reached out to the external organizations described above, seeking input on the proposed goal. The County accepted public comment on the proposed goals for 45 days after the notices were published. To reach a diverse public audience, the goal was published in *El Tiempo Latino*, the Spanish-language newspaper, the *Washington Post*, and posted on the Department of Transportation's website. Copies of the advertised notices are included in *Appendix 6: Proof of Publication*. Despite these efforts, no comments were received.

Fairfax County expects to meet this goal for upcoming projects receiving FTA funds by verifying DBE certifications and furnishing prime contractors information about DBE firms in the greater Washington, D.C. and Northern Virginia region. This overall goal of 16.4% will be reviewed triennially, with the next review taking place in FY 2021, based on program updates.

Should contracting opportunities significantly change during the three-year period such that the submitted goal is rendered inconclusive, Fairfax County will appropriately review both the goal and DBE contracting practices to ensure the goal and program as a whole accurately reflects the actual contracting opportunities available during the specified time period. If necessary, Fairfax County then will submit adjustments to its DBE goal to the FTA for review and approval. Otherwise, the County will submit its goal to FTA every three years.

Race Conscious / Race Neutral Breakout

Fairfax County's goal is to facilitate a high level of participation of DBE firms in FCDOT projects that are funded by FTA. By examining the last three years of Race Neutral vs. Race Conscious participation, the County notes that it has achieved over 50 percent DBE participation using only race-neutral strategies.

Therefore, the County believes that it should be able to achieve more than half (8.4%) of its overall goal through race-neutral means over the next three years. The remaining 8.0% (16.4% - 8.4% = 8.0%) may be met by race-conscious project procurement opportunities, if necessary.

Fairfax County intends to meet the maximum feasible portion of its overall DBE goal by using a race-neutral means of facilitating DBE participation. Race-neutral efforts to include the minority business community in procurement opportunities will include identification and recruitment of minority firms to advertised procurement opportunities, teaming and networking events allowing minority firms to interact with potential project partners, and participation in association and trade organization events where Fairfax County projects can be highlighted. DBE contractors will be encouraged to apply on all solicitations. Fairfax County will coordinate with appropriate leadership of DBE firms to inform them when contract opportunities arise, and all solicitations and contracts will include a good-faith effort DBE goal as a race-neutral means to increase DBE participation.

If these race neutral strategies do not prove effective in reaching the County's 16.4% DBE goal, the County will implement race conscious contract goals. Fairfax County will review the estimated breakout of race-neutral and race-conscious DBE participation as needed to reflect actual DBE usage and will track the outcome of our efforts. Race-conscious language regarding project procurement opportunities will be implemented on FTA-assisted contracts with subcontracting opportunities where appropriate. If the race-neutral percentage is larger than estimated, the number of projects with race-conscious contract language regarding project procurement opportunities will be adjusted.

For a more detailed methodology used to calculate Fairfax County's overall DBE goal see *Appendix 5: Fairfax County Disadvantage Business Enterprise Goal and Methodology FY 18-20*.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on Fairfax County's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, Fairfax County will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to address the issues identified in the analysis.

Section 26.49 Transit Vehicle Manufacturers Goals

Fairfax County requires transit vehicle manufacturers, as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, to certify that they have complied with the requirements of this section. Alternatively, Fairfax County may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Fairfax County anticipates being able to meet its overall DBE goal of 16.4% through race-neutral means. Race-neutral DBE participation occurs when a DBE wins a contract or subcontract that did not have contract specific goals, or when the DBE status was not considered in making the award. Race-neutral strategies will include regular consultation and notification of bidding opportunities with the internal and external agencies and offices that actively help promote DBEs, as described in Section 26.45 above.

Regular consultation may include presentations and/or informational events, as well as email notifications.

Fairfax County will use contract goals to meet any portion of the overall goal it does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of Fairfax County's overall goal that is not projected to be met through the use of race-neutral means.

Fairfax County will establish contract goals only on those FTA assisted contracts that have subcontracting possibilities.

Fairfax County will express its contract goals as a percentage of the federal share of a FTA assisted contract.

Section 26.53 Good Faith Efforts Procedures

Award of Contracts with a DBE Contract Goal: 26.53(a)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, Fairfax County will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Information to be Submitted: 26.53(b)

In addition to other considerations, Fairfax County may consider bidders/offers' compliance with good faith efforts requirements as a matter of responsiveness. If bidders/offers do not submit required documents, bids or proposals from such bidders/offers are subject to rejection by the County Purchasing Agent as "non-responsive."

Fairfax County may consider bidders/offers who are determined to have failed to establish compliance with good faith efforts requirements as a matter of responsibility. In determining the responsibility of a bidder/offers, the Purchasing Agent may consider compliance by the bidder/offers with good faith requirements and such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. A bidder/offers who determined by the Purchasing Agent to have submitted, inaccurate, or fraudulent documents would be subject to a determination that it is not a responsible bidder, which may lead to rejection of its bid or proposal, and may affect the ability of the bidder/offers to participate in future solicitations.

Each solicitation will require bidders/offers to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If a DBE firm is not participating in the contract or the contract goal is not met, evidence of good faith efforts is required.

Evaluation of Good Faith Efforts: 26.53(a) & (c)

Fairfax County may regard compliance with good faith effort requirements as either a matter of responsiveness or responsibility as appropriate, as determined by the Purchasing Agent. Fairfax County will determine whether a bidder/offeror who has not met the DBE contract goal has documented sufficient good faith efforts to be regarded as responsive or responsible.

The process used to determine whether good faith efforts have been made by a bidder/offeror are as follows:

1. Review of required documentation of evidence of good faith effort by bidder/offeror [See 26.53(b)]
2. Consult with Virginia's state DBE list to verify if bid contained qualified DBE firms

Fairfax County will ensure that all information is complete and accurate and adequately documents the offeror's good faith efforts before it commits to the performance of the contract by the bidder/offeror.

Administrative Reconsideration: 26.53(d)

Any bidder/offeror whose bid/offer has been determined to be non-responsive to the requirements of the solicitation may protest the decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than 10 days after the award or the announcement of the decision to award, whichever comes first.

Any bidder/offeror who the County determines is not responsible bidder shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination. Within 10 days of being informed by Fairfax County that a bidder is not responsible, because it has not documented sufficient good faith efforts to meet the DBE goal, a bidder/offeror may seek administrative reconsideration. Bidders/offerors should submit this request for reconsideration in writing to the reconsideration official, Ronald N. Kirkpatrick, at the address provided below.

Ronald N. Kirkpatrick
Deputy Director
Fairfax County Department of Public Works and Environment Services
12000 Government Center Parkway, Suite 449
Fairfax, Virginia 22035
703-324-3206

With copy mailed to
Tom Biesiadny
Director
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2867
703-877-5600

As part of the reconsideration of whether the bidder/offer is or is not responsible with regard to the DBE goal, the bidder/offeror will have the opportunity to provide written documentation concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with Fairfax County's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. Fairfax County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or

did not meet the goal or make adequate good faith efforts to do so. The written decision on reconsideration shall be final, unless the bidder/offeror appeals the decision within 10 days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder/offeror may not institute legal action until all statutory requirements have been met.

If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

For more information regarding Fairfax County's procurement policies, the bidder/offeror should consult the Fairfax County Purchasing Resolution, which can be found at the following URL:
(<https://www.fairfaxcounty.gov/dpmm/pdf/purchres17.pdf>)

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals: 26.53(f)

Fairfax County will require the prime contractor to obtain Fairfax County's prior written approval to terminate or substitute a DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. Moreover, the DBE firm has the right to respond in writing to a notice of intent to terminate.

Fairfax County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Fairfax County will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In addition to remedies available under the contract and under applicable law, if the prime contractor fails to provide written notification to the DBELO immediately of the DBE's inability or unwillingness to perform and make a good faith effort to hire another certified DBE, Fairfax County may, at its option: (i) upon at least five (5) days written notice to the prime contractor, issue a work stoppage until these conditions are met and (ii) if the prime contractor still does not meet these demands within ten (10) days, Fairfax County may terminate the contract upon written notice to the prime contractor. The prime contractor agrees that it is solely responsible for any costs or damages related to its failure to replace a DBE or secure satisfactory performance and completion of Work or any contractual obligations by a DBE.

Sample Bid Specification

The sample specification language is intended for use in both construction and non-construction contracts for which a contract goal has been established. It can be utilized in invitations for bid for construction, in requests for proposals for architectural/engineering and other professional services, and in other covered solicitation documents. A bid specification is required only when a contract goal is established. The sample specification language is as follows:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Fairfax County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract

will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

Fairfax County will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

Section 26.61-26.73 Certification Process

Fairfax County does not certify. As such, this section does not apply.

26.81 Unified Certification Programs/Section

Fairfax County is a member of a Unified Certification Program (UCP) administered by the Commonwealth of Virginia. The UCP meets all of the requirements of this section. Fairfax County will use and count for DBE credit only those DBE firms certified by the Commonwealth of Virginia, through SBSD. Accordingly, Fairfax County does not certify DBE's; however, the County does recognize certification by SBSD and MWAA for projects that include funding allocated by the Commonwealth of Virginia, as required by state law. For projects that do not include Commonwealth of Virginia funding, Fairfax County may also recognize certification by the District of Columbia Department of Transportation (DDOT), Washington Metropolitan Transit Authority (WMATA), or any other transportation or transit agency in Northern Virginia receiving USDOT funds.

26.83-26.91 Procedures for Certification Decisions

The Commonwealth of Virginia uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts.

Process

Virginia certification application forms and documentation requirements can be found at www.sbsd.virginia.gov. For information about the certification process or to apply for certification, firms should contact:

Virginia Department of Small Business and Supplier Diversity
James Monroe Building
101 N 14th St #300
Richmond, VA 23219
www.sbsd.virginia.gov/

Any firm or complainant may appeal Virginia's UCP decision in a certification matter to USDOT. Such appeals may be sent to:

U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590

Section 26.109 Information, Confidentiality, Cooperation

Information submitted by a bidder/offeror shall be subject to disclosure requirements under the Virginia Freedom of Information Act and all applicable Federal, state, and local law. See Va. Code §58.1-3; Virginia Freedom of Information Act (VFOIA).

Trade secrets or propriety information submitted by a bidder/offeror in connection with a procurement transaction or prequalification application submitted pursuant to Article 2, Section 4 D.3 shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror shall 1) invoke the protections of this section prior to or upon submission of the data or other materials, 2) identify the data or other materials to be protected, and 3) state the reasons why protection is necessary.

Monitoring Payments to DBEs

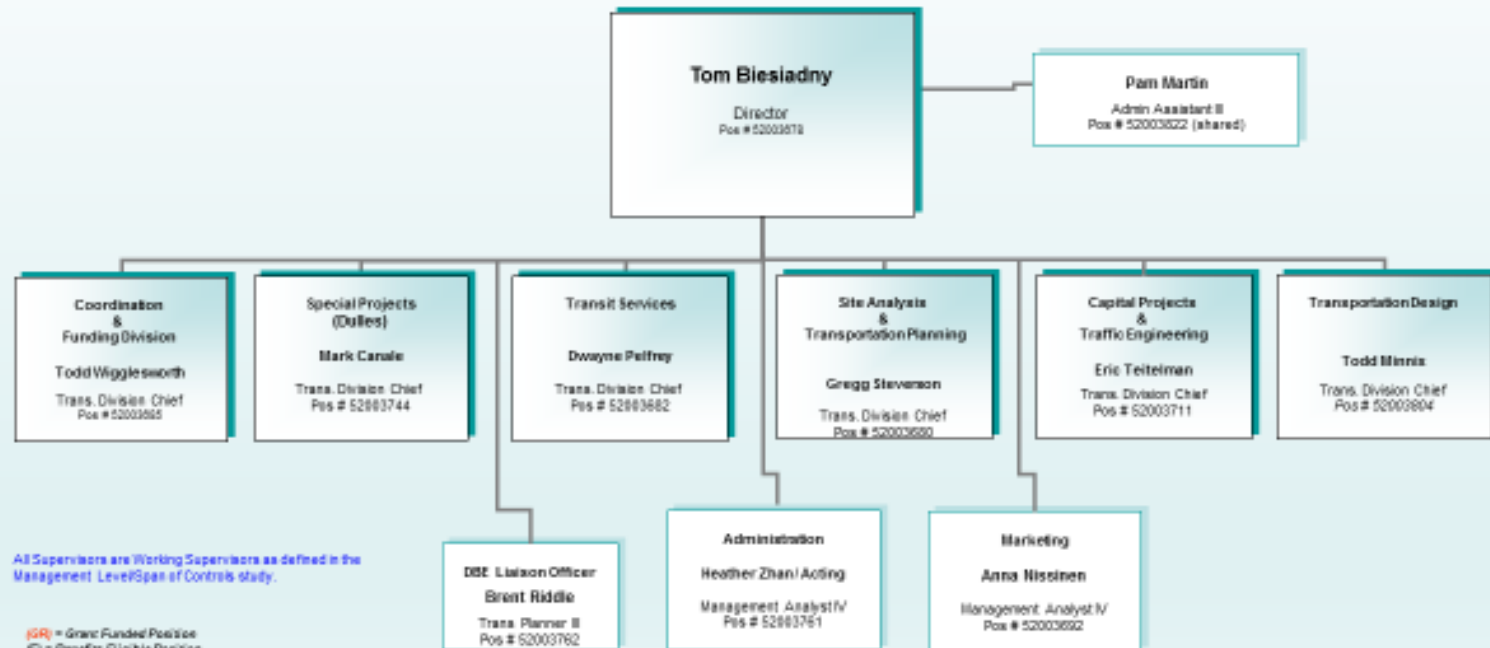
Fairfax County will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Fairfax County or USDOT. This reporting requirement also extends to any certified DBE subcontractor.

Fairfax County may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

APPENDICES

Appendix 1: Fairfax County Government Organizational Chart

Department of Transportation

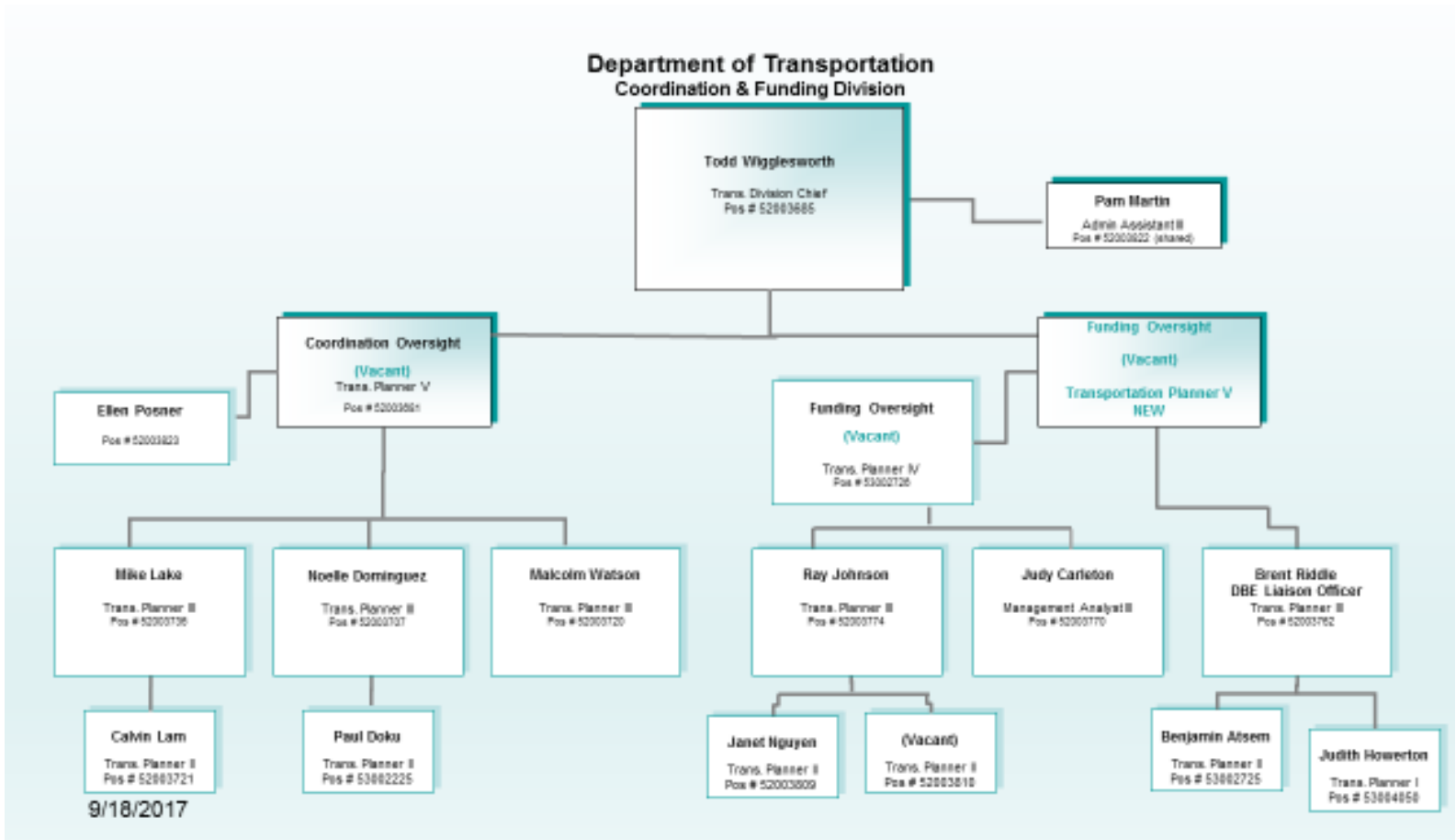


All Supervisors are Working Supervisors as defined in the Management Level/Span of Control study.

(GR) = Grant Funded Position
(B) = Benefits Eligible Position
(N) = No Benefits Position

9/18/2017

"E" 80000 = 100 hours/calendar year
"O" 90000 = 90 hours/calendar year



Appendix 2: Links to DBE Regulations (49 CFR Part 26), DBE Directory, Certification Forms, Fairfax County Department of Procurement and Material Management

Federal Government Links

Federal Disadvantaged Business Enterprise Regulations (49 CFR Part 26)

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

Commonwealth of Virginia Links

Virginia Department of Small Business & Supplier Diversity (SBSD) – DBE Directory

<http://www.sbsd.virginia.gov/>

Virginia SBSD Certification Forms

<https://www.sbsd.virginia.gov/important-forms/>

VDOT DBE Certification

http://www.virginiadot.org/business/civil_rights_disadvantaged_business_enterprise_dbe_program.asp

Virginia Public Procurement Act

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vppa/virginia-public-procurement-act.pdf>

Virginia Freedom of Information Act (VFOIA) VA Code §58.13

<http://foiacouncil.dls.virginia.gov/2011Law.pdf>

County Links

Fairfax County Department of Procurement and Material Management

<http://www.fairfaxcounty.gov/dpmm/>

Fairfax County Purchasing Statutes and Policies

<https://www.fairfaxcounty.gov/dpmm/regs.htm>

Fairfax County Purchasing Resolution

<https://www.fairfaxcounty.gov/dpmm/purchres.pdf>

Fairfax County Department of Procurement and Material Management's Supplier Diversity Program

<https://www.fairfaxcounty.gov/dpmm/supplierdiversity/>

Appendix 3: Monitoring and Enforcement Mechanisms/Legal Remedies for Ensuring Disadvantaged Business Enterprise Inclusion in Contracts

Fairfax County has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant as may be available through all of Virginia's common law civil remedies, including but not limited to, actions for breach of contract damages, to obtain restitution, and specific enforcement of the contract.
3. If applicable and appropriate, consideration of vendor disbarment from any similar future solicitations pursuant to Fairfax County Procedural Memorandum 12-11 (dated August 21, 2003).

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Appendix 4: Fairfax County Disadvantaged Business Enterprise Goal and Methodology FY 2018-2020

Summary

Fairfax County has established requirements for setting an overall goal for Disadvantaged Business Enterprise (DBE) participation in federally funded contracts in accordance with regulations of the United States Department of Transportation, 49 CFR Part 26. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

Proposed Goal for FY 2018-2020

Fairfax County has established an overall goal of 16.4% DBE participation for FY 2018-2020 on Federal Transit Administration assisted contracts.

Fairfax County posted a notice of the proposed overall DBE goal, informing the public that the proposed goal and its rationale were available for public inspection during normal business hours at the Fairfax County Department of Transportation. The goal was published on the Fairfax County Department of Transportation website; the Spanish-language newspaper, El Tiempo Latino; and in the Washington Post.

Fairfax County expects to meet this goal for upcoming projects receiving FTA funds by verifying DBE certifications and furnishing prime contractors information about DBE firms in the greater Washington, D.C. and Northern Virginia region. This overall goal will be reviewed triennially based on program updates.

Race Conscious/Race Neutral Breakout Summary

Fairfax County's goal is to facilitate a high level of participation of DBE firms in Fairfax County Department of Transportation (FCDOT) projects that are funded by FTA. By examining the last three years of Race Neutral vs. Race Conscious participation, the County has calculated that it should be able to achieve 8.4% of the overall goal through race-neutral means for the County's goal over the next three years. The remaining 8.0% ($16.4\% - 8.4\% = 8.0\%$) may be met by race-conscious project procurement opportunities, as further described herein. Race-conscious language regarding such project procurement opportunities will be implemented on FTA-assisted contracts with subcontracting opportunities where appropriate.

Fairfax County intends to meet the maximum feasible portion of its overall DBE goal by using a race-neutral means of facilitating DBE participation. If the race-neutral percentage is larger than estimated, the number of projects with race-conscious contract language will be adjusted.

Public Participation

Fairfax County utilized familiar programs and resources to help determine and promote DBE participation. These programs include county and private-sector resources. Among the county resources, FCDOT consulted with the Supplier Diversity Program within the Department of Purchasing and Materials Management (DPMM), which ensures that small businesses, minority-owned businesses and women-owned businesses are treated fairly and have an opportunity to compete for the county's contract dollars. The office also engages in a variety of outreach efforts, including counseling and assistance, which are intended to maximize prime and subcontract opportunities for small, minority-owned businesses and women-owned businesses. In October 2017, FCDOT participated in an all-day job fair sponsored by DPMM to help gauge interest in DBE opportunities, as well as promote contracting opportunities. FCDOT also met with representatives of Fairfax County's Office of Public Private Partnerships, which serves as a clearing house for public agencies, non-profit organizations, and businesses interested in working collaboratively. Additionally, FCDOT consulted the Fairfax County Economic Development Authority, which works with small, minority, and women-owned businesses to provide services and opportunities to start and expand their business operations (<http://www.fairfaxcountyeda.org/services-small-minority-and-woman-owned-firms>).

Outside of the County resources, FCDOT reached out to representatives of the Capital Region Minority Supplier Development Council, the Virginia Hispanic Chamber of Commerce, the Asian Chamber of Commerce, and the Hispanic Business Council to gain a sense of the number of types of DBE firms that their organizations represent and to begin to develop strategies for ensuring DBE participation in bidding for FTA-supported contracts. Via email, FCDOT attempted to solicit direct feedback from each of these groups on the proposed DBE goal. FCDOT utilized these resources in addition to the resources listed subsequently in this document to determine and promote DBE participation.

Methodology

STEP ONE

The first step in establishing an overall DBE Goal is to determine the relative availability of DBE vendors within Fairfax County and the Washington Metropolitan Area to perform the types of FTA assisted contracts that Fairfax County intends to let during the federal fiscal year cycle. For FY 2018-2020, Fairfax County is expected to initiate only a few contracts for the construction of sidewalks and bus shelters and one contract to support a Transit Oriented Development (TOD) planning project.

After reviewing the current projects Fairfax County is completing with the use of applicable FTA grant funds, FCDOT has determined that an estimate of FTA funding for FY 2018-2020 is \$3,823,371 out of approximately \$4,779,213 in total project costs. The approximately \$3.8 million in FTA funds for FY 2018-2020 will be spent on Construction services (NAICS Codes 236220, 237110, 237130, 237310, and 238990) and planning services (NAICS Code 541330). Fairfax County does not anticipate any new large scale or additional projects that require FTA grants arising in the next three years that would increase the estimated total project costs and FTA Grant amounts for FY 2018-2020.

The following table delineates projects that are projected to be completed during FY 2018-2020.

Project Number	Total Project Amount	Federal Amount
1400079-2012	\$483,347	\$386,678
1400080-2012	\$900,000	\$720,000
1400082-2012	\$435,666	\$348,533
1400012-2006 (Frye Road – Phase II)	\$145,600	\$116,480
1400012-2006 (Lukens Lane)	\$560,000	\$448,000
1400012-2006 (Ladson Lane)	\$317,500	\$254,000
1400017-2006 (Mohawk)	\$450,000	\$360,000
1400017-2006 (Belford)	\$463,100	\$370,480
Transit Shelter Projects	\$1,024,000	\$819,200
TOTAL	\$4,779,213	\$3,823,371

According to proposed project timelines for initiating the above projects, the average annual fiscal year estimate for using FTA Grant funding is provided below.

	NAICS Codes 237110, 237130, 237310, and 238990
Fiscal Year 2018	\$3.15 million
Fiscal Year 2019	\$1.63 million
Fiscal Year 2020	\$0
TOTAL	\$4.78 million

Base Figure

FCDOT has used the following formula to determine the base figure percentage of ready, willing, and able DBE firms for USDOT-Assisted projects:

$$\text{Base Figure} = \frac{\text{Numerator: Ready, Willing and Able DBE Firms (by category)}}{\text{Denominator: All Ready, Willing and Able Firms (by the same numerator category)}}$$

Fairfax County does not certify firms as DBE's but utilizes databases maintained by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD), and the Metropolitan Washington Airport Authority (MWAA), to determine which firms may be counted as DBEs. The directories list the firm's name, address, and phone number and the type of work the firm has been certified to perform as a DBE.

A substantial majority of the contracting dollars are spent in the local marketing area known as the Washington Metropolitan Area that is comprised of Washington D.C. and the larger counties and municipalities in Northern Virginia. The table below identifies the NAICS codes that will be utilized by FCDOT over the next three years.

NAICS CODE	MEANING
NAICS Code 236220	Commercial and Institutional Building Construction
NAICS Code 237110	Water and Sewer Line and Related Structures Construction
NAICS Code 237130	Power and Communication Line and Related Structures Construction
NAICS Code 237310	Highway, Street, and Bridge Construction
NAICS Code 238990	All Other Specialty Trade Contractors
NAICS Code 541330	Engineering Services

The following table summarizes the total number of all contractors and subcontractors located in Fairfax County's local market area who would be available for FTA-assisted projects. This information was extracted from the 2017 County Business Patterns (i.e., NAICS) database hosted by the census.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	29	11	17	15	19	7
Arlington, VA	40	8	9	8	4	4
District of Columbia	37	47	68	41	36	24
Fairfax City, VA	0	1	1	1	2	2
Fairfax, VA	28	27	34	24	30	36
Falls Church, VA	13	7	1	26	33	23
Fredericksburg, VA	18	2	4	12	17	19
Loudoun, VA	34	38	36	33	35	41
Manassas City, VA	13	5	29	3	11	43
Manassas Park, VA	18	6	8	5	9	6
Prince William, VA	47	33	36	62	45	50
Stafford, VA	3	5	5	3	4	41
Sub-Total	280	190	248	233	245	296
Total	1196					296

The table below lists the number of certified DBE Firms with offices in the Washington Metropolitan Area. FCDOT cross-referenced each directory to prevent double counting a particular DBE firm who is certified and registered by more than one agency.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	2	2	3	3	6	3
Arlington, VA	1	2	1	2	4	2
District of Columbia	7	3	6	9	11	8
Fairfax City, VA	1	2	1	0	1	1
Fairfax, VA	27	31	26	25	34	39
Falls Church, VA	3	1	1	2	1	2
Fredericksburg, VA	4	3	2	5	2	2
Loudoun, VA	11	9	8	13	11	10
Manassas City, VA	2	1	0	3	2	5
Manassas Park, VA	1	1	4	0	1	1
Prince William, VA	11	12	14	17	15	10
Stafford, VA	3	2	2	3	2	3
Sub-Total	73	69	68	82	90	86
Total	382					86

Step 1 – Base Goal Calculation

To establish the DBE base goal, FCDOT consulted FTA guidance and the Virginia Department of Transportation (VDOT). For FY 2015-2017, VDOT utilized a two-step approach to setting the DBE base goal. FCDOT replicated this approach, the extent practicable, as follows:

Pre-Qualification

$$\frac{468 \text{ Ready, Willing, and able DBEs in the aforementioned NAICS codes}}{1492 \text{ Total Firms Ready, Willing, and Able in the aforementioned NAICS codes}} = 31.4\%$$

As a proxy for VDOT's Work Capacity Value measure, which measures the total amount of outstanding work a contractor desires to have under construction at one time, FCDOT determined what percentage of current FCDOT work could be performed by certified DBE firms (i.e., FTA contracts) as a percentage of the work available. The resulting percentage reflects maximum contracting opportunities of DBE firms.

Value of Available DBE Work

$$\frac{\text{Current DBE Contracts} = \$9,000,000}{\text{6-Year Budget Obligation} = \$3,000,000,000} = 0.30\%$$

Step 1 Base Goal Results

As a final step to determine the DBE base goal, FCDOT gives equal weight to each of the preceding measures to help identify the relative availability of and opportunities for DBEs with Fairfax County.

$$\text{Pre-Qualification (31.4\%)} \times \text{Work Capacity Value (.30\%)} / 2 = 15.8\%$$

Weighting

To improve the accuracy of the DBE goal, FTA recommends a weighting strategy for each NAICS category. The table below delineates calculations for weighting of the DBE firms and non-DBE firms in the Washington Metropolitan Area that FCDOT anticipates will be utilized over the next three years.

Weighting Calculations

	% of Federal Funding	NAICS Code 236220	% of Federal Funding	NAICS Code 237110	% of Federal Funding	NAICS Code 237130	% of Federal Funding	NAICS Code 237310	% of Federal Funding	NAICS Code 541330	% of Federal Funding	NAICS Code 238990	TOTAL
DBE Firms	0.30%	90	0.30%	73	0.30%	69	0.30%	68	0.30%	86	0.30%	82	382
All Firms		245		280		190		248		296		233	1196
DBEs/ All Firms		0.37		0.26		0.36		0.27		0.29		0.35	
		0.11%		0.08%		0.11%		0.08%		0.09%		0.11%	0.57%
Step 1 Weighted Base Figure													0.57%

Step 1 DBE Base Goal Results

The final step for determining the base goal involves combining together the Step 1 Base Figure Results and the Weighted Base Figure.

Step 1 Base Figure Results (15.8%) + Step 1 Weighted Base Figure (0.57%) = 16.4%

STEP TWO

Additional factors were considered for adjusting the base DBE goal figure. Two of the factors not utilized are discussed below:

- 1 Disparity Studies: No local disparity studies exist that provide any further insight into the number of ready, willing, and able DBEs or their use in transportation projects.
- 2 Potential Capacity Increases: The data do not show any significant increase on an annual basis of DBEs or total firms in either the Construction or Engineering NAICS categories.

Fairfax County did, however, consider past participation in FTA-assisted contracts to adjust further the base DBE goal figure. After reviewing participation data since 2015, Fairfax County determined that it had achieved an unusually high level of DBE firm participation on FTA-supported contracts, due in large part to the small number of contracts bid and the fact that a certified DBE firm was selected as the prime contractor on one of those contracts. Over the past three years, Fairfax County averaged 52.4% DBE participation, higher than the proposed 16.4% goal. Accordingly, Fairfax County determined that the results from the past three years were not representative of the relative availability of DBE firms in the local market.

Should contracting opportunities significantly change during the three-year period such that the submitted goal is rendered inconclusive, Fairfax County will appropriately review both the goal and DBE contracting practices to ensure the goal and program as a whole accurately reflects the actual contracting opportunities available during the specified time period. If necessary, Fairfax County then will submit adjustments to its DBE goal to the FTA for review and approval. Otherwise, the County will submit its goal to FTA every three years.

Race Conscious / Race Neutral Breakout

Fairfax County's goal is to facilitate a high level of participation of DBE firms in Fairfax County Department of Transportation (FCDOT) projects that are funded by FTA. By examining the last three years of Race Neutral vs. Race Conscious participation, the County has calculated that it should be able to achieve 8.4% of the overall goal through race-neutral means for the County's goal over the next three years. The remaining 8.0% ($16.4\% - 8.4\% = 8.0\%$) may be met by race-conscious project procurement opportunities.

Fairfax County intends to meet the maximum feasible portion of its overall DBE goal by using a race-neutral means of facilitating DBE participation. Race-neutral efforts to include the minority business community in procurement opportunities will include identification and recruitment of minority firms to advertised procurement opportunities, teaming and networking events allowing minority firms to interact with potential project partners, and participation in association and trade organization events where Fairfax County projects can be highlighted. DBE contractors will be encouraged to apply on all solicitations. Fairfax County will coordinate with appropriate leadership of DBE firms to inform them when contract opportunities arise, and all solicitations and contracts will include a good-faith effort DBE goal as a race-neutral means to increase DBE participation.

If these race neutral strategies do not prove effective in reaching the County's 16.4% DBE goal, the County will implement race conscious contract goals. Fairfax County will review the estimated breakout of race-neutral and race-conscious DBE participation as needed to reflect actual DBE usage and will track the outcome of our efforts. Race-conscious language regarding project procurement opportunities will be implemented on FTA-assisted contracts with subcontracting opportunities where appropriate. If the race-

neutral percentage is larger than estimated, the number of projects with race-conscious contract language regarding project procurement opportunities will be adjusted.

Appendix 5: Documentation of Consultation and Outreach

Fairfax County Department of Procurement and Material Management, Supplier Diversity – Vendor Forum

homepage > dpmm > supplier diversity

Vendor Forum

Join us at Fairfax County's highly acclaimed annual Vendor Forum and Reverse Tradeshow. Learn how you can be a part of the county's diverse and highly competitive annual \$700M procurement spend. Bring your entrepreneurial spirit and learn how to grow your business opportunities.

[CLICK HERE](#) to register for the Vendor Forum and Reverse Trade Show.

[TAKE A LOOK](#) at our exciting list of speakers and workshops

2017 Vendor Forum

Thursday, October 5, 2017, 8:30 a.m. – 2:30 p.m.
12000 Government Center Parkway, Fairfax, VA 22035

Vendor Forum Details

The Vendor Forum is an annual event hosted by Fairfax County created to provide a forum for small businesses to interact directly with county procurement representatives. Hosted in conjunction with the Fairfax County Small Business Commission, the Vendor Forum provides an intimate and interactive setting for suppliers to:

- Network with Fairfax County agencies and their large contractors
- Discover marketing and business fundamentals that can help grow your company
- Explore alternative options for funding your business
- Learn how to properly and effectively pursue work with Fairfax County

The **Reverse Tradeshow** is the heart of the Vendor Forum where Fairfax County agencies and selected contractors are ready to discuss suppliers' capabilities and their requirements face to face. This is a great opportunity to make Fairfax County decision makers aware of suppliers' offerings as they look to expand their network. [View the 2016 List of Exhibitors.](#)

Speakers and panel discussions are scheduled prior to the reverse trade show offering insights and professional advice from experts and business leaders from varied fields.

QUESTIONS? Call George Monge at 703-324-3104 or Email: to George.Monge@fairfaxcounty.gov

All Panels and Panelists have been brought to you by the Fairfax County Small Business Commission. For more information about the Fairfax County Small Business Commission visit their website: <http://www.fairfaxcounty.gov/dpmm/sbc/>

Review past year's information about the event:

- 2016 Vendor Forum
- 2015 Vendor Forum
- 2014 Vendor Forum
- 2013 Vendor Forum

All Panels and Panelists have been brought to you by the Fairfax County Small Business Commission. For more information about the Fairfax County Small Business Commission visit their website: <http://www.fairfaxcounty.gov/dpmm/sbc/>

The screenshot shows an Outlook email window. The title bar indicates the email is from 'FCDOT is currently seeking comments on its new DBE Goal - Message (HTML)'. The ribbon at the top has 'FILE' and 'MESSAGE' tabs. The 'MESSAGE' tab is active, showing various actions like Ignore, Delete, Reply, Forward, Meeting, etc. The email header shows the sender as 'Atsem, Benjamin' and the subject as 'FCDOT is currently seeking comments on its new DBE Goal'. The email body contains a friendly reminder about the DBE goal submission deadline. The task pane on the right shows 'Quick Steps' and 'Move' options.

The image is a screenshot of a web-based email client interface. At the top, there's a header bar with a 'FILE' tab and a 'MESSAGE' tab. Below this is a toolbar with various icons for email actions: Ignore, Delete, Reply, Reply All, Forward, Meeting, Quick Steps, Move, Rules, Mark Unread, Categorize, Follow Up, Translate, Find Related, and Zoom. The email header shows the sender's profile picture, name 'Atsem, Benjamin', and the subject line 'Schedule Presentation on the new FCDOT Proposed DBE Goal to your Members and Seeking Comments'. The email body starts with 'To All,' followed by a paragraph of text. The text mentions a friendly reminder about FCDOT DBE Goal changes and a presentation. It includes contact information for Benjamin Atsem, Transportation Planner II at Fairfax County Department of Transportation. The email is dated Fri 9/22/2017 10:23 AM. The bottom of the screenshot shows a Windows taskbar with various application icons and the system clock indicating 12:24 PM on 10/19/2017.


The image is a screenshot of a Microsoft Outlook email client. The top ribbon is set to 'MESSAGE' and includes various action buttons like 'Ignore', 'Delete', 'Reply', 'Forward', 'Meeting', 'Mark Unread', 'Categorize', 'Follow Up', 'Translate', 'Find', 'Related', 'Select', 'Zoom', etc. Below the ribbon, the email header shows the sender as 'Atsem, Benjamin' and the subject as 'Schedule Presentation on the new FCDOT DBE Proposed Goal to your Members and Seeking Comments'. The email body starts with 'Hi Cindy,' followed by a paragraph of text: 'This another friendly reminder that FCDOT is currently seeking comments on its new DBE Goal. The Proposed Goal we will be submitting to the Board of Supervisors is 16.1% for Disadvantaged Business Enterprise (DBE) participation for projects supported by funding from the Federal Transit Administration. The goal and its rationale are available for inspection from 9:00 am to 4:30 pm (local time) at 4050 Legato Road, Suite 400, Fairfax, VA 22033, for 30 days following the date of publication of this notice. Written comments on this goal will be accepted for 45 days from the date of publication of this notice. Comments should be addressed to:'. This is followed by a centered block of text: 'Fairfax County Department of Transportation', 'Attention: Brent Riddle, Sr. Transportation Planner', '4050 Legato Road, Suite 400', 'Fairfax, VA 22033', 'michael.riddle@fairfaxcounty.gov', and 'Phone: 703-877-5600'. Below this, another paragraph reads: 'Also in view of this new Proposed FCDOT DBE Goal changes, Brent Riddle and myself will like to give a presentation at your facility just like we did some two years ago. Please let me know at your earliest convenience when we can come in to make a Presentation on the new FCDOT Proposed DBE Goal to your Members.' The email concludes with 'Thanks,' and a signature block for Benjamin Atsem, Transportation Planner II, Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, VA 22033, with email 'Benjamin.Atsem@fairfaxcounty.gov' and phone '703-877-5829'. The bottom of the screen shows the Windows taskbar with icons for various applications and the system clock showing 12:23 PM on 10/19/2017.

Appendix 6: Proof of Publication

The Washington Post


CLASSIFIED

washingtonpost.com/classifieds MONDAY, SEPTEMBER 18, 2017




the local expert
on local jobs

washingtonpost.com/jobs




new and pre-owned
cars, trucks and suvs

cars.com




homes for sale,
commercial real estate

[washingtonpost.com/
realstate](http://washingtonpost.com/realstate)




rentals

apartments.com



merchandise, garage
sales, auctions, tickets

[washingtonpost.com/
merchandise](http://washingtonpost.com/merchandise)



dogs,

washingtonpost.com/dogs

For Jobs advertisements, go to
washingtonpost.com/recruit
or call 202-334-4100
(toll free 1-800-765-3675)

To place an ad, go to washingtonpostads.com
or call 202-334-6200
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by calling 202-334-6200

Legal Notices - 202-334-7007
Auctions, Estate Sales, Furniture -
202-334-7029
Biz Ops/Services - 202-334-5787

1403 Official Notices	1404 Bids & Proposals	1405 Trustee Sale - DC	1406 Trustee Sale - DC
<p>Official Notices</p> <p>county of Fairfax Virginia</p> <p>Public Notice</p> <p>Disadvantaged Business Enterprise Proposed Federal FY2018-2020 Goal</p> <p>Fairfax County hereby announces its FY 2018-2020 goal of 16.1% for Disadvantaged Business Enterprise (DBE) participation for projects supported by funding from the Federal Transit Administration. The goal and its rationale are available for inspection from 9:00 am to 4:30 pm local time at 4050 Legato Road, Suite 400, Fairfax, VA 22033, for 30 days following the date of publication of this notice. Written comments of this goal will be accepted for 45 days from the date of publication of this notice. Comments should be addressed to:</p> <p>Fairfax County Department of Transportation Attention: Brent Riddle, Sr. Transportation Planner 4050 Legato Road, Suite 400 Fairfax, VA 22033 michael.riddle@fairfaxcounty.gov Phone: 703-977-5600</p> <p>Fairfax County Department of Transportation (CDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and Americans with Disabilities Act (ADA). If you need more information or reasonable accommodations for persons with disabilities or limited English proficiency contact CDOT at 703-977-5600, TTY 711. Please notify Fairfax County Department of Transportation for any language translation or if an interpreter is required. Requests for assistance must be received at least 7 business days in advance of the event.</p>	<p>Bids & Proposals</p> <p>National Joint Powers Alliance</p> <p>Invitation for Bid</p> <p>Indefinite Quantity Construction Contract</p> <p>The National Joint Powers Alliance (NJPA) issues this Invitation For Bid (IFB) on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to, NJPA and Fairfax County as Joint Purchasers in the State of Virginia. It is the intention of NJPA to award multiple contracts for general construction services in the area. Each contract has an estimated annual value of \$2,000,000 and the maximum term of the contract is three years.</p> <p>IQCC is a construction contracting procurement system that provides facility owners' access to competitively bid "on-call" general contractors to provide immediate construction services over an extended period of time.</p> <p>Intending bidders are required to attend a pre-bid seminar which shall be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms. Attendance at the seminar is a mandatory condition of bidding.</p> <p>10/4/17 10:00 a.m. Embassy Suites by Hilton Dulles Airport 13341 Woodland Park Drive Herndon, VA 20171</p> <p>Intending bidders can pre-register for the pre-bid seminar by visiting our website at www.njpa.com/eiqcc-pre-bid-registration.</p> <p>An electronic (CD) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Joseph Morgan, NJPA, 202 12th Street NE, Staples, MN 56479, or by visiting our website at www.eiqccop.org/eiqcc-bid-document-request selecting the desired bid documents from the drop down list and completing the requested information. All requests must include: mailing address, email address, contact name and phone number. Bids are due by 4:30 pm CT on October 31, 2017 and will be opened at 9:00 am on November 1, 2017. IFB Documents will be available until October 27, 2017.</p>	<p>Trustee Sale - DC</p> <p>1103 QUEEN STREET NE, WASHINGTON, DC 20002</p> <p>In execution of the Superior Court for the District of Columbia's Decree of Sale in Case # 2016 CA 005681 R (RP), the undersigned Trustee(s) will offer for sale the property known as 1103 QUEEN STREET NE, WASHINGTON, DC 20002 at public auction within the offices of, HARVEY WEST AUCTIONEERS, INC., 5335 Wisconsin Avenue NW Suite 440, Washington, DC 20015 202-463-4567 On OCTOBER 3, 2017 AT 11:00 A.M., the land and premises situated in the District of Columbia, and designated as and being Lot 0078 in Square 4058, and more particularly described in the Deed of Trust recorded in the Land Records of the District of Columbia, on JULY 24, 2008 as Instrument Number 2008080048.</p> <p>The property will be sold by Trustee's Deed "as is" without any covenant, expressed or implied, in Fee Simple, subject to conditions, restrictions, easements, and all other recorded instruments superior to the Deed of Trust referenced above, and subject to ratification by the Court.</p> <p>TERMS OF SALE: A deposit of the lesser of \$11,000.00 or 10% of the sale price will be required at time of sale in certified funds CASH WILL NOT BE ACCEPTED. The deposit required to bid at the auction is waived for the Noteholder and any of its successors or assigns. The Noteholder may bid up to the credit and may submit a written bid to the Trustee which shall be announced at sale. The balance of the purchase price is to be paid in cash within 30 days of final ratification of the sale by the Court.</p> <p>TIME IS OF THE ESSENCE.</p> <p>If purchaser fails to settle within the aforesaid thirty (30) days of the ratification, the purchaser agrees to pay the Trustee's</p>	<p>Trustee Sale - DC</p> <p>1508 N. CAPITOL STREET NW, WASHINGTON, D</p> <p>In execution of the Superior Court for the District of Columbia's Decree of Sale in Case # 2015 CA 003323 F undersigned Trustee(s) will offer for sale the property known as 1508 N. CAPITOL STREET NW, WASHINGTON, DC 20004 at public auction within the offices of, HARVEY WEST AUCTIONEERS, INC., 5335 Wisconsin Avenue NW, Washington, DC 20015 202-463-4567 On OCTOBER 3, 2017 AT 11:00 A.M., the land and premises situated in the District of Columbia, and designated as and being Lot 021 0615, and more particularly described in the Deed of Trust recorded in the Land Records of the District of Columbia, on MARCH 13, 2007 as Instrument Number 2007070</p> <p>The property will be sold by Trustee's Deed "as is" without any covenant, expressed or implied, in Fee Simple, subject to conditions, restrictions, easements, and all other recorded instruments superior to the Deed of Trust referenced above, and subject to ratification by the Court.</p> <p>TERMS OF SALE: A deposit of the lesser of \$14 10% of the sale price will be required at time of sale in certified funds CASH WILL NOT BE ACCEPTED. The deposit required to bid at the auction is waived for the Noteholder and any of its successors or assigns. The Noteholder may bid up to the credit and may submit a written bid to the Trustee which shall be announced at sale. The balance of the purchase price is to be paid in cash within 30 days of final ratification of the sale by the Court.</p> <p>TIME IS OF THE ESSENCE.</p> <p>If purchaser fails to settle within the aforesaid thirty (30) days of the ratification, the purchaser agrees to pay the Trustee's</p>

CLASIFICADOS

3

ALQUILERES

Virginia

FAIRFAX VA
RENTO BASEMENT
APARTMENT
UN DORMITORIO
UTILIDADES INCLUIDAS
ENTRADA
INDEPENDIENTE
CERCA DE COLEGIOS,
BUSES Y CENTROS
COMERCIALES
MAYOR INFORMACION
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FAIRFAX VA
RENTO BASEMENT
DOS RECAMARAS
UNA SALA
BAÑO PRIVADO
COCINA COMPARTIDA
ENTRADAS PRIVADAS
INCLUYE UTILIDADES
NO MAS DE 3
PERSONAS
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TOWNHOUSE
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Anuncio Público

Condado de Fairfax,
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Empresas Comerciales en Desventaja
Meta Federal Propuesta para los Años Fiscales (FY) 2018-2020
El Condado de Fairfax anuncia, por medio de este aviso, su meta del 16.1% para la participación de Empresas Comerciales en Desventaja (DBE) en proyectos apoyados por fondos de la Administración Federal de Tránsito para los años fiscales (FY) 2018-2020. La meta y su justificación están disponibles para inspección desde las 9:00 am hasta las 4:30 pm (hora local) en 4050 Legato Road, Suite 400, Fairfax, VA 22033, durante los 30 días siguientes a la fecha de publicación del presente aviso. Se aceptarán comentarios escritos sobre esta meta durante 45 días, a partir de la fecha de publicación del presente aviso. Los comentarios deben dirigirse a:
Fairfax County Department of Transportation
Attention: Brent Riddle, Sr. Transportation Planner
4050 Legato Road, Suite 400
Fairfax, VA 22033
michael.riddle@fairfaxcounty.gov
Teléfono: 703-877-5600

LA AUTORIDAD DE VIVIENDA DEL DISTRITO DE COLUMBIA
(THE DISTRICT OF COLUMBIA HOUSING AUTHORITY)
SOLICITUD DE PROPUESTAS (RFP)
SOLICITUD NO.: 0033-2017
SERVICIOS DE UNIFORMES Y EQUIPOS DE PROTECCIÓN PERSONAL (PPE)
La Autoridad de Vivienda del Distrito de Columbia (The District of Columbia Housing Authority (DCHA)) requiere Servicios de Uniformes y Equipos de Protección Personal (PPE).
LOS DOCUMENTOS DE LA SOLICITUD estarán disponibles en la Oficina Emisora (Issuing Office) en 1133 North Capitol Street, NE, Suite 300, Office of Administrative Services/Contracts and Procurement, Washington, DC 20002-7599, entre las 9:00 a.m. y las 4:00 p.m., de lunes a viernes, a partir del lunes 18 de septiembre de 2017 y en el sitio web de la DCHA en www.dchousing.org.
LAS PROPUESTAS SELLADAS DEBEN RECIBIRSE A MÁS TARDAR el miércoles 18 de octubre de 2017 a las 11:00 PM.
Contacte a Lolita Washington, Contract Specialist, en el (202) 535-1212 o por correo electrónico en lwashington@dchousing.org con copia a business@dchousing.org para información adicional

Condado de Fairfax,
AVISO PÚBLICO
PROYECTO SOAPSTONE CONNECTOR
Audencia pública de evaluación ambiental
Miércoles, 08 de noviembre de 2017, de 6:30 a 8:30 p. m.
(Presentación formal a las 7:15 p. m.)
Escuela primaria Dogwood
12300 Glade Drive, Reston, VA 20191
Junto con el Departamento de Transporte de Virginia (VDOT) y la Administración Federal de Autovías, el Condado de Fairfax propone ampliar la actual Soapstone Drive en Reston, sobre el acceso al Aeropuerto Dulles y la autopista de peaje (Ruta 267), hasta Sunset Hills Road. El proyecto Soapstone Connector proporcionará una conexión directa entre Sunset Hills Road y Sunrise Valley Drive, según lo recomienda el Grupo de Acceso de Tren Metropolitano de Reston (RMAG). Además, el proyecto está incluido en la Enmienda del Plan Integral de Reston, la cual fue aprobada por el Consejo de Supervisores del Condado de Fairfax en febrero de 2014.
Se ha elaborado una evaluación ambiental en conformidad con la Ley de Política Ambiental Nacional, título 23 del Código de Regulaciones Federales, parte 771, y estará disponible para ser revisada y comentada por el público. De acuerdo con el artículo 104 de la Ley de Preservación Histórica Nacional y el título 36 del Código de Regulaciones Federales, parte 800, se incluye en el documento ambiental toda la información sobre las posibles consecuencias que el proyecto propuesto tendrá respecto de las propiedades enumeradas, o las que cumplan los requisitos para ser enumeradas, en el Registro Nacional de Lugares Históricos.
La información sobre el proyecto y la documentación ambiental también se encuentra disponible en el Departamento de Transporte del Condado de Fairfax (FCDOT), ubicado en 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033. Llame al 703-877-5600 o TTY 711 antes de programar una cita con el gerente del proyecto. Además, puede encontrar la información sobre el proyecto en su sitio web: www.fairfaxcounty.gov/fcdot/soapstoneconnector.htm
Los comentarios realizados de forma escrita o verbal podrán presentarse en la audiencia o por escrito en el transcurso de los diez (10) días posteriores a la audiencia ante Audra Bandy, gerente del proyecto, Departamento de Transporte del Condado de Fairfax (FCDOT), 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033. Los comentarios también podrán presentarse a través del sitio web del proyecto o enviando un correo electrónico a Audra.Bandy@fairfaxcounty.gov (debe incluir "Soapstone Connector" en el asunto).
Departamento de Transporte del Condado de Fairfax (FCDOT) Proyecto n.º 2G40-078

Appendix 7: Good Faith Effort Forms

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

**THIS INFORMATION MUST BE SUBMITTED
WITHIN 2 DAYS AFTER BID OPENING IF YOUR BID DOES
NOT MEET THE PROJECT DBE REQUIREMENTS, OR
WHEN REQUESTED BY FCDOT**

CONTRACT I.D. NUMBER _____

PROJECT NUMBER _____

FTA PROJECT NUMBER _____

FAIRFAX COUNTY DISTRICT _____

DATE BID SUBMITTED _____

BIDDER'S NAME _____

SIGNATURE _____

TITLE _____

DATE _____

VENDOR NUMBER _____

DBE GOAL FROM BID PROPOSAL

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____
IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT
REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH
EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY
REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER SIGNATURE _____

TITLE _____

**NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON
THIS PROJECT**

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL
SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION,
ETC

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

**ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER
MADE AVAILABLE TO DBE FIRMS** (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON- DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHICH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR FCDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

**EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT,
INSURANCE, ETC.**

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ **SIGNATURE** _____

TITLE _____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS	

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY



County of Fairfax, Virginia

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

December 5, 2017

Ms. Lynn Bailey, Civil Rights Officer
Federal Transit Administration, Region III
U.S. Department of Transportation
1760 Market Street
Philadelphia, Pennsylvania 19103

Reference: Fairfax County's Disadvantaged Business Enterprise (DBE) Goal and
Methodology for FY 2018-2020

Dear Ms. Bailey:

Attached is Fairfax County's *Disadvantaged Business Enterprise (DBE) Goal and Methodology for FY 2018-2020* which was approved by the Fairfax County Board of Supervisors on December 5, 2017. This document has been uploaded into FTA's TrAMS grant management database. The overall DBE goal for FTA-funded projects for Fairfax County is 16.4 percent. The County's race-neutral goal is 8.4 percent, leaving 8 percent to be achieved through race-conscious means, if necessary. The County is hopeful that it can achieve the overall goal through race-neutral strategies, but recognizes that race-conscious strategies may need to be employed.

Market Area

The local market area from which the County's DBE goal was established is the Washington D.C. Metropolitan Area, which generally includes the District of Columbia and the larger counties and municipalities in Northern Virginia. This includes the following jurisdictions: City of Alexandria, Arlington County, District of Columbia, City of Fairfax, Fairfax County, Falls Church, Fredericksburg, Loudoun County, City of Manassas, Manassas Park, Prince William, and Stafford County.

Goal Calculation Methodology

The FTA-funded projects that will be initiated during FY 2018-2020 support the construction of transit access improvements (including sidewalks, intersection improvements, and bus shelters) and Transit-Oriented Development planning for a proposed Bus Rapid Transit system are the basis for calculating the DBE goal. The applicable North American Industry Classification System (NAICS) codes for these projects include: 236220, 237110, 237130, 237310, 238990, and 541330. The County has compared the number of registered DBE firms under each of these NAICS codes, versus the number of overall registered firms under the same codes to determine the DBE goal for the next three years. Additional weighting of 0.57%

Ms. Lynn Bailey
December 5, 2017
Page 2 of 2

was calculated, based on the construction NAICS codes which constitute the majority of the contracting opportunities, and combined with a Base Figure of 15.8%, for an Overall DBE Goal of 16.4%. The FTA calculation worksheets are attached. Documentation of consultation and outreach to community groups regarding the development of the DBE goal also is provided in *Appendix 2: Documentation of Consultation and Outreach*. Copies of the published public notices advertising the County's proposed DBE policy are included in *Appendix 3: Proof of Publication*.

If you have questions or require further information regarding the County's DBE policy, please contact me.

Sincerely,

Brent Riddle
Disadvantaged Business Liaison Officer

cc Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Division Chief, FCDOT
Benjamin Atsem, Transportation Planner, FCDOT

Attachments: Fairfax County Disadvantaged Business Enterprise Goal and Methodology
FY 2018-2020

Fairfax County Disadvantaged Business Enterprise Goal and Methodology FY 2018-2020

Summary

Fairfax County has established requirements for seeing an overall goal for Disadvantaged Business Enterprise (DBE) participation in federally funded contracts in accordance with regulations of the United States Department of Transportation, 49 CFR Part 26. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

Proposed Goal for FY 2018-2020

Fairfax County has established an overall goal of 16.4% DBE participation for FY 2018-2020 on Federal Transit Administration assisted contracts.

Fairfax County posted a notice of the proposed overall DBE goal, informing the public that the proposed goal and its rationale were available for public inspection during normal business hours at the Fairfax County Department of Transportation. The goal was published on the Fairfax County Department of Transportation website; the Spanish-language newspaper, El Tiempo Latino; and in the Washington Post.

Fairfax County expects to meet this goal for upcoming projects receiving FTA funds by verifying DBE certifications and furnishing prime contractors information about DBE firms in the greater Washington, D.C. and Northern Virginia region. This overall goal will be reviewed triennially based on program updates.

Race Conscious/Race Neutral Breakout Summary

Fairfax County's goal is to facilitate a high level of participation of DBE firms in Fairfax County Department of Transportation (FCDOT) projects that are funded by FTA. By examining the last three years of Race Neutral vs. Race Conscious participation, the County has calculated that it should be able to achieve 8.4% of the overall goal through race-neutral means for the County's goal over the next three years. The remaining 8.0% ($16.4\% - 8.4\% = 8.0\%$) may be met by race-conscious project procurement opportunities, as further described herein. Race-conscious language regarding such project procurement opportunities will be implemented on FTA-assisted contracts with subcontracting opportunities where appropriate.

Fairfax County intends to meet the maximum feasible portion of its overall DBE goal by using a race-neutral means of facilitating DBE participation. If the race-neutral percentage is larger than estimated, the number of projects with race-conscious contract language will be adjusted.

Public Participation

Fairfax County utilized familiar programs and resources to help determine and promote DBE participation. These programs include county and private-sector resources. Among the county resources, FCDOT consulted with the Supplier Diversity Program within the Department of Purchasing and Materials Management (DPMM), which ensures that small businesses, minority-owned businesses and women-owned businesses are treated fairly and have an opportunity to compete for the county's contract dollars. The office also engages in a variety of outreach efforts, including counseling and assistance, which are intended to maximize prime and subcontract opportunities for small, minority-owned businesses and women-owned businesses. In October 2017, FCDOT participated in an all-day job fair sponsored by DPMM to help gauge interest in DBE opportunities, as well as promote contracting opportunities. FCDOT also met with representatives of Fairfax County's Office of Public Private Partnerships, which serves as a clearing house for public agencies, non-profit organizations, and businesses interested in working collaboratively. Additionally, FCDOT consulted the Fairfax County Economic Development Authority, which works with small, minority, and women-owned businesses to provide services and opportunities to start and expand their business operations (<http://www.fairfaxcountyeda.org/services-small-minority-and-woman-owned-firms>).

Outside of the County resources, FCDOT reached out to representatives of the Capital Region Minority Supplier Development Council, the Virginia Hispanic Chamber of Commerce, the Asian Chamber of Commerce, and the Hispanic Business Council to gain a sense of the number of types of DBE firms that their organizations represent and to begin to develop strategies for ensuring DBE participation in bidding for FTA-supported contracts. Via email, FCDOT attempted to solicit direct feedback from each of these groups on the proposed DBE goal. FCDOT utilized these resources in addition to the resources listed subsequently in this document to determine and promote DBE participation. See *Appendix 2: Documentation of Consultation and Outreach* and *Appendix 3: Proof of Publication*.

Methodology

STEP ONE

The first step in establishing an overall DBE Goal is to determine the relative availability of DBE vendors within Fairfax County and the Washington Metropolitan Area to perform the types of FTA assisted contracts that Fairfax County intends to let during the federal fiscal year cycle. For FY 2018-2020, Fairfax County is expected to initiate only a few contracts for the construction of sidewalks and bus shelters and one contract to support a Transit Oriented Development (TOD) planning project.

After reviewing the current projects Fairfax County is completing with the use of applicable FTA grant funds, FCDOT has determined that an estimate of FTA funding for FY 2018-2020 is \$3,823,371 out of approximately \$4,779,213 in total project costs. The approximately \$3.8 million in FTA funds for FY 2018-2020 will be spent on Construction services (NAICS Codes 236220, 237110, 237130, 237310, and 238990) and planning services (NAICS Code 541330). Fairfax County does not anticipate any new large scale or additional projects that require FTA grants arising in the next three years that would increase the estimated total project costs and FTA Grant amounts for FY 2018-2020.

The following table delineates projects that are projected to be completed during FY 2018-2020.

Project Number	Total Project	Federal Amount
1400079-2012	\$483,347	\$386,678
1400080-2012	\$900,000	\$720,000
1400082-2012	\$435,666	\$348,533
1400012-2006 (Frye Road – Phase II)	\$145,600	\$116,480
1400012-2006 (Lukens Lane)	\$560,000	\$448,000
1400012-2006 (Ladson Lane)	\$317,500	\$254,000
1400017-2006 (Mohawk)	\$450,000	\$360,000
1400017-2006 (Belford)	\$463,100	\$370,480
Transit Shelter Projects	\$1,024,000	\$819,200
TOTAL	\$4,779,213	\$3,823,371

According to proposed project timelines for initiating the above projects, the average annual fiscal year estimate for using FTA Grant funding is provided below.

	NAICS Codes 237110, 237130, 237310, and 238990
Fiscal Year 2018	\$3.15 million
Fiscal Year 2019	\$1.63 million
Fiscal Year 2020	\$0
TOTAL	\$4.78 million

Base Figure

FCDOT has used the following formula to determine the base figure percentage of ready, willing, and able DBE firms for USDOT-Assisted projects:

$$\text{Base Figure} = \frac{\text{Numerator: Ready, Willing and Able DBE Firms (by category)}}{\text{Denominator: All Ready, Willing and Able Firms (by the same numerator category)}}$$

Fairfax County does not certify firms as DBE's but utilizes databases maintained by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD), and the Metropolitan Washington Airport Authority (MWAA), to determine which firms may be counted as DBEs. The directories list the firm's name, address, and phone number and the type of work the firm has been certified to perform as a DBE.

A substantial majority of the contracting dollars are spent in the local marketing area known as the Washington Metropolitan Area that is comprised of Washington D.C. and the larger counties and municipalities in Northern Virginia. The table below identifies the NAICS codes that will be utilized by FCDOT over the next three years.

NAICS CODE	MEANING
NAICS Code 236220	Commercial and Institutional Building Construction
NAICS Code 237110	Water and Sewer Line and Related Structures Construction
NAICS Code 237130	Power and Communication Line and Related Structures Construction
NAICS Code 237310	Highway, Street, and Bridge Construction
NAICS Code 238990	All Other Specialty Trade Contractors
NAICS Code 541330	Engineering Services

The following table summarizes the total number of all contractors and subcontractors located in Fairfax County's local market area who would be available for FTA-assisted projects. This information was extracted from the 2017 County Business Patterns (i.e., NAICS) database hosted by the census.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	29	11	17	15	19	7
Arlington, VA	40	8	9	8	4	4
District of Columbia	37	47	68	41	36	24
Fairfax City, VA	0	1	1	1	2	2
Fairfax, VA	28	27	34	24	30	36
Falls Church, VA	13	7	1	26	33	23
Fredericksburg, VA	18	2	4	12	17	19
Loudoun, VA	34	38	36	33	35	41
Manassas City, VA	13	5	29	3	11	43
Manassas Park, VA	18	6	8	5	9	6
Prince William, VA	47	33	36	62	45	50
Stafford, VA	3	5	5	3	4	41
Sub-Total	280	190	248	233	245	296
Total	1196					296

The table below lists the number of certified DBE Firms with offices in the Washington Metropolitan Area. FCDOT cross-referenced each directory to prevent double counting a particular DBE firm who is certified and registered by more than one agency.

Jurisdictions	NAICS Codes					
	Construction					Planning
	237110	237130	237310	238990	236220	541330
Alexandria City, VA	2	2	3	3	6	3
Arlington, VA	1	2	1	2	4	2
District of Columbia	7	3	6	9	11	8
Fairfax City, VA	1	2	1	0	1	1
Fairfax, VA	27	31	26	25	34	39
Falls Church, VA	3	1	1	2	1	2
Fredericksburg, VA	4	3	2	5	2	2
Loudoun, VA	11	9	8	13	11	10
Manassas City, VA	2	1	0	3	2	5
Manassas Park, VA	1	1	4	0	1	1
Prince William, VA	11	12	14	17	15	10
Stafford, VA	3	2	2	3	2	3
Sub-Total	73	69	68	82	90	86
Total	382					86

Step 1 – Base Goal Calculation

To establish the DBE base goal, FCDOT consulted FTA guidance and the Virginia Department of Transportation (VDOT). For FY 2015-2017, VDOT utilized a two-step approach to setting the DBE base goal. FCDOT replicated this approach, the extent practicable, as follows:

Pre-Qualification

$$\frac{468 \text{ Ready, Willing, and able DBEs in the aforementioned NAICS codes}}{1492 \text{ Total Firms Ready, Willing, and Able in the aforementioned NAICS codes}} = 31.4\%$$

As a proxy for VDOT's Work Capacity Value measure, which measures the total amount of outstanding work a contractor desires to have under construction at one time, FCDOT determined what percentage of current FCDOT work could be performed by certified DBE firms (i.e., FTA contracts) as a percentage of the work available. The resulting percentage reflects maximum contracting opportunities of DBE firms.

Value of Available DBE Work

$$\frac{\text{Current DBE Contracts} = \$9,000,000}{\text{6-Year Budget Obligation} = \$3,000,000,000} = 0.30\%$$

Step 1 Base Goal Results

As a final step to determine the DBE base goal, FCDOT gives equal weight to each of the preceding measures to help identify the relative availability of and opportunities for DBEs with Fairfax County.

$$\text{Pre-Qualification (31.4\%)} \times \text{Work Capacity Value (.30\%)} / 2 = 15.8\%$$

Weighting

To improve the accuracy of the DBE goal, FTA recommends a weighting strategy for each NAICS category. The table below delineates calculations for weighting of the DBE firms and non-DBE firms in the Washington Metropolitan Area that FCDOT anticipates will be utilized over the next three years.

Weighting Calculations

	% of Federal Funding	NAICS Code 236220	% of Federal Funding	NAICS Code 237110	% of Federal Funding	NAICS Code 237130	% of Federal Funding	NAICS Code 237310	% of Federal Funding	NAICS Code 541330	% of Federal Funding	NAICS Code 238990	TOTAL
DBE Firms	0.30%	90	0.30%	73	0.30%	69	0.30%	68	0.30%	86	0.30%	82	382
All Firms		245		280		190		248		296		233	1196
DBEs/ All Firms		0.37		0.26		0.36		0.27		0.29		0.35	
		0.11%		0.08%		0.11%		0.08%		0.09%		0.11%	0.57%
Step 1 Weighted Base Figure													0.57%

Step 1 DBE Base Goal Results

The final step for determining the base goal involves combining together the Step 1 Base Figure Results and the Weighted Base Figure.

Step 1 Base Figure Results (15.8%) + Step 1 Weighted Base Figure (0.57%) = 16.4%

STEP TWO

Additional factors were considered for adjusting the base DBE goal figure. Two of the factors not utilized are discussed below:

- 1 Disparity Studies: No local disparity studies exist that provide any further insight into the number of ready, willing, and able DBEs or their use in transportation projects.
- 2 Potential Capacity Increases: The data do not show any significant increase on an annual basis of DBEs or total firms in either the Construction or Engineering NAICS categories.

Fairfax County did, however, consider past participation in FTA-assisted contracts to determine if further adjustment to the base DBE goal figure was necessary. After reviewing participation data since 2015, Fairfax County determined that it had achieved an unusually high level of DBE firm participation on FTA-supported contracts, due in large part to the small number of contracts bid and the fact that a certified DBE firm was selected as the prime contractor on one of those contracts. Over the past three years, Fairfax County averaged 52.4% DBE participation, significantly higher than the 16.4% base goal. Accordingly, Fairfax County determined that the results from the past three years were not representative of the relative availability of DBE firms in the local market. See *Appendix 1: Goal Calculation Worksheets*

Should contracting opportunities significantly change during the three-year period such that the submitted goal is rendered inconclusive, Fairfax County will appropriately review both the goal and DBE contracting practices to ensure the goal and program as a whole accurately reflects the actual contracting opportunities available during the specified time period. If necessary, Fairfax County then will submit adjustments to its DBE goal to the FTA for review and approval. Otherwise, the County will submit its goal to FTA every three years.

Race Conscious / Race Neutral Breakout

Fairfax County's goal is to facilitate a high level of participation of DBE firms in Fairfax County Department of Transportation (FCDOT) projects that are funded by FTA. By examining the last three years of Race Neutral vs. Race Conscious participation, the County has calculated that it should be able to achieve 8.4% of the overall goal through race-neutral means for the County's goal over the next three years. The remaining 8.0% ($16.4\% - 8.4\% = 8.0\%$) may be met by race-conscious project procurement opportunities.

Fairfax County intends to meet the maximum feasible portion of its overall DBE goal by using a race-neutral means of facilitating DBE participation. Race-neutral efforts to include the minority business community in procurement opportunities will include identification and recruitment of minority firms to advertised procurement opportunities, teaming and networking events allowing minority firms to interact with potential project partners, and participation in association and trade organization events where Fairfax County projects can be highlighted. DBE contractors will be encouraged to apply on all solicitations. Fairfax County will coordinate with appropriate leadership of DBE firms to inform them when contract opportunities arise, and all solicitations and contracts will include a good-faith effort DBE goal as a race-neutral means to increase DBE participation.

If these race neutral strategies do not prove effective in reaching the County's 16.4% DBE goal, the County will implement race conscious contract goals. Fairfax County will review the estimated

breakout of race-neutral and race-conscious DBE participation as needed to reflect actual DBE usage and will track the outcome of our efforts. Race-conscious language regarding project procurement opportunities will be implemented on FTA-assisted contracts with subcontracting opportunities where appropriate. If the race-neutral percentage is larger than estimated, the number of projects with race-conscious contract language regarding project procurement opportunities will be adjusted.

Appendix 1: Goal Calculation Worksheets

Step 1 - Determine the weight of each type of work by NAICS Code:

	NAICS Code	Project	Amount of DOT funds on project:	% of total DOT funds (weight)
1)	237110, 237130, 237310, 238990, 236220	1400079-2012	\$561,200.00	0.1340
2)	237110, 237130, 237310, 238990, 236220	1400080-2012	\$785,840.00	0.1876
3)	237110, 237130, 237310, 238990, 236220	1400082-2012	\$308,000.00	0.0735
4)	237110, 237130, 237310, 238990, 236223	1400012-2006 (Frye Road – Phase II)	\$88,800.00	0.0212
5)	237110, 237130, 237310, 238990, 236224	1400012-2006 (Lukens Lane)	\$448,000.00	0.1069
6)	237110, 237130, 237310, 238990, 236225	1400012-2006 (Ladson Lane)	\$254,000.00	0.0606

7)	237110, 237130, 237310, 238990, 236226	1400017-2006 (Mohawk)	\$360,000.00	0.0859
8)	237110, 237130, 237310, 238990, 236220	1400017-2006 (Belford)	\$392,000.00	0.0936
9)	237110, 237130, 237310, 238990, 236220	1400039-2011 (Shelters)	\$591,200.00	0.1411
18)	541330	Engineering Services for Transportation Planning	\$400,000.00	0.0955
	Total FTA-Assisted Contract Funds		\$4,189,040.00	1.000

**Step 2 - Determine the relative
availability of DBE's by NAICS Code:**

	NAICS Code	Project	Number of DBEs available to perform this work	Number of all firms available (including DBEs)	Relative Availability
1)	237110, 237130, 237310, 238990, 236220	1400079-2012	382	1196	0.3194
2)	237110, 237130, 237310, 238990, 236220	1400080-2012	382	1196	0.3194

3)	237110, 237130, 237310, 238990, 236220	1400082-2012	382	1196	0.3194	
4)	237110, 237130, 237310, 238990, 236223	1400012-2006 (Frye Road – Phase II)	382	1196	0.3194	
5)	237110, 237130, 237310, 238990, 236224	1400012-2006 (Lukens Lane)	382	1196	0.3194	
6)	237110, 237130, 237310, 238990, 236225	1400012-2006 (Ladson Lane)	382	1196	0.3194	
7)	237110, 237130, 237310, 238990, 236226	1400017-2006 (Mohawk)	382	1196	0.3194	
8)	237110, 237130, 237310, 238990, 236220	1400017-2006 (Belford)	382	1196	0.3194	
9)	237110, 237130, 237310, 238990, 236220	1400039-2011 (Shelters)	382	1196	0.3194	
18)	541330	Engineering Services for Transportation Planning	86	296	0.2905	
	Combined Totals		3524	11060	0.3186	<i>Overall availability of DBEs</i>

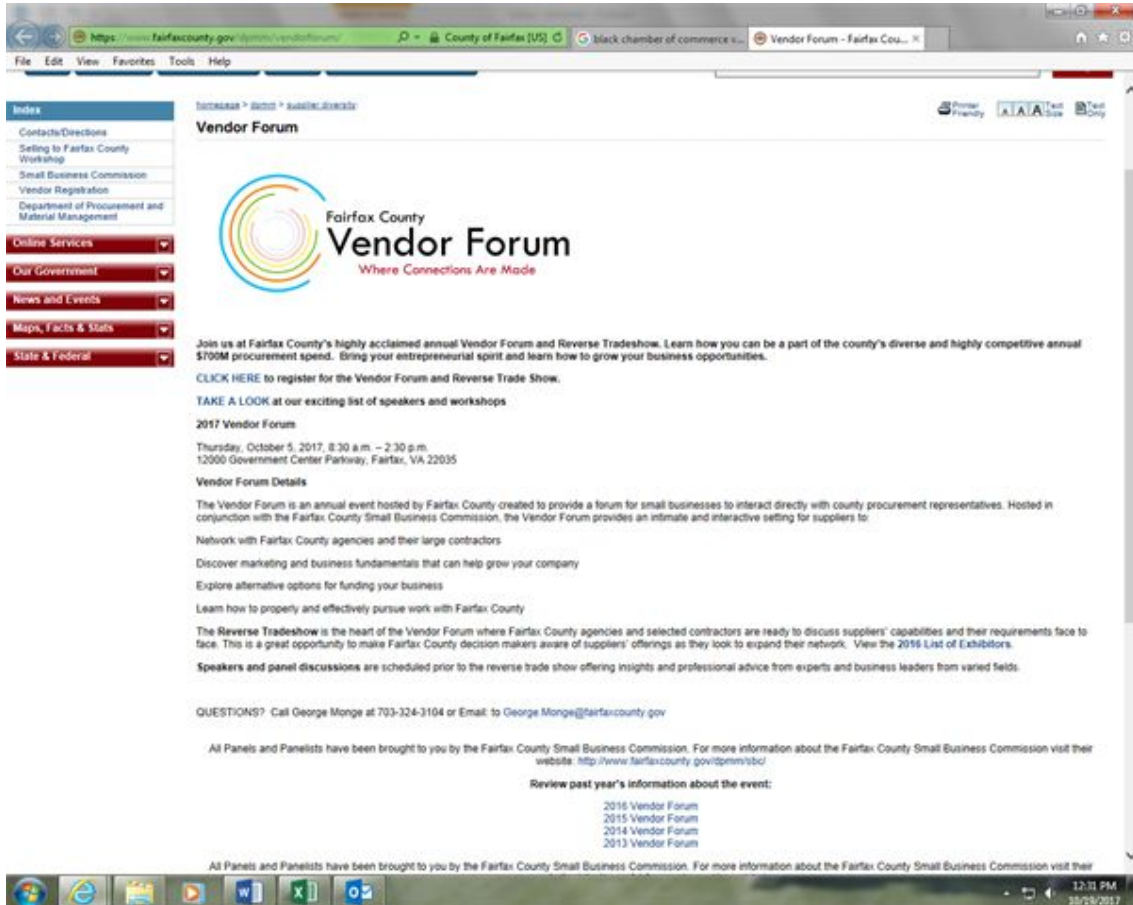
**Step 3 - (Weight) x (Availability) =
Weighted Base Figure**

	NAICS Code	Project	Weight	x	Availability	Weighted Base Figure
1)	237110, 237130, 237310, 238990, 236220	1400079-2012	0.13397	x	0.31940	0.0428
2)	237110, 237130, 237310, 238990, 236220	1400080-2012	0.18759	x	0.31940	0.0599
3)	237110, 237130, 237310, 238990, 236220	1400082-2012	0.07353	x	0.31940	0.0235
4)	237110, 237130, 237310, 238990, 236223	1400012-2006 (Frye Road – Phase II)	0.02120	x	0.31940	0.0068
5)	237110, 237130, 237310, 238990, 236224	1400012-2006 (Lukens Lane)	0.10695	x	0.31940	0.0342
6)	237110, 237130, 237310, 238990, 236225	1400012-2006 (Ladson Lane)	0.06063	x	0.31940	0.0194

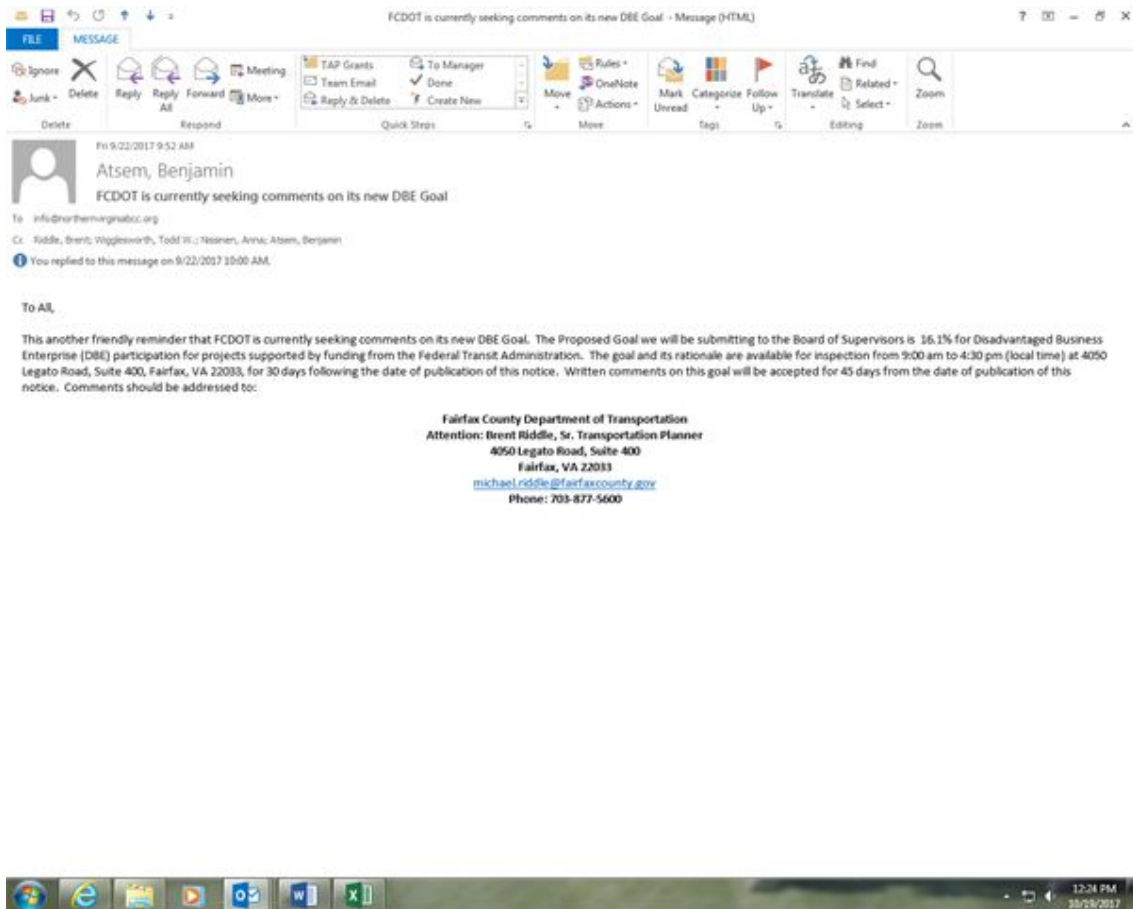
7)	237110, 237130, 237310, 238990, 236226	1400017-2006 (Mohawk)	0.08594	x	0.31940	0.0274
8)	237110, 237130, 237310, 238990, 236220	1400017-2006 (Belford)	0.09358	x	0.31940	0.0299
9)	237110, 237130, 237310, 238990, 236220	1400039-2011 (Shelters)	0.14113	x	0.31940	0.0451
18)	541330	Engineering Services for Transportation Planning	0.09549	x	0.29054	0.0277
					Total	0.3166
					Expressed as a % (*100)	15.83%
					Rounded, Weighted Base Figure:	16%

Appendix 2: Documentation of Consultation and Outreach

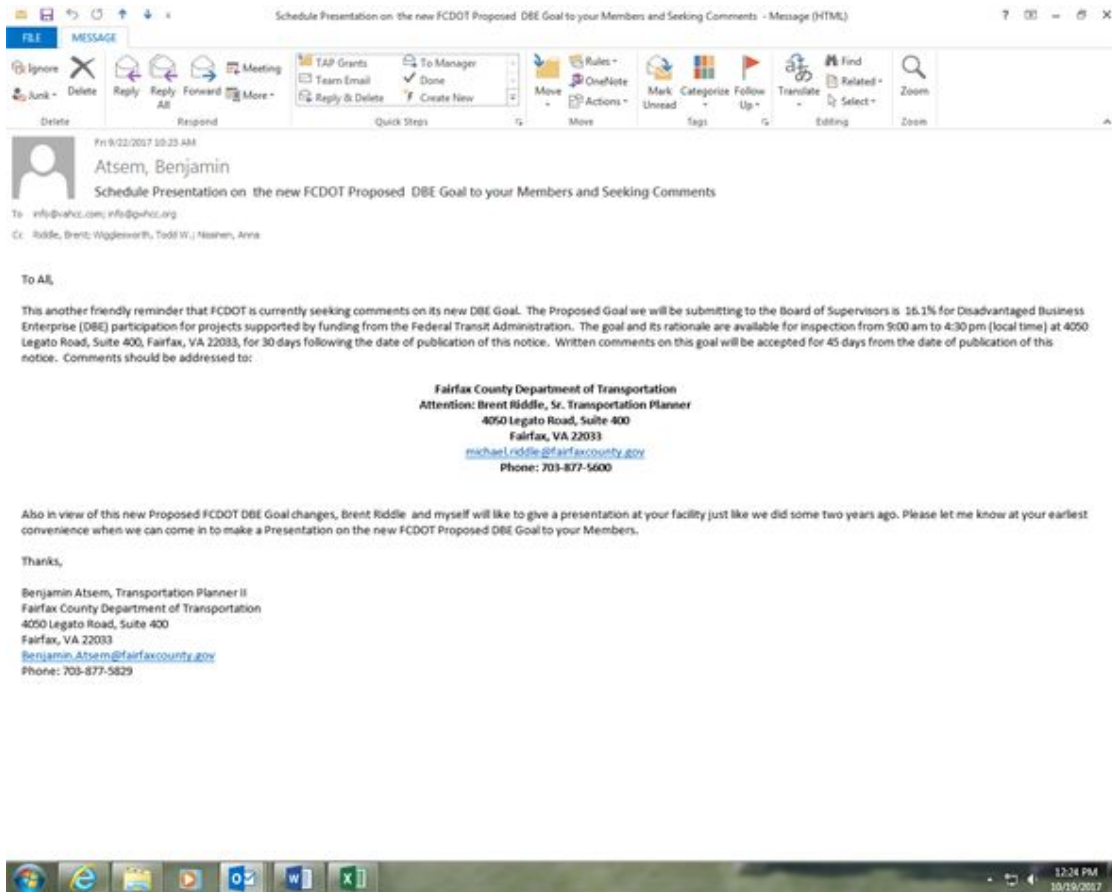
Fairfax County Department of Procurement and Material Management, Supplier Diversity – Vendor Forum



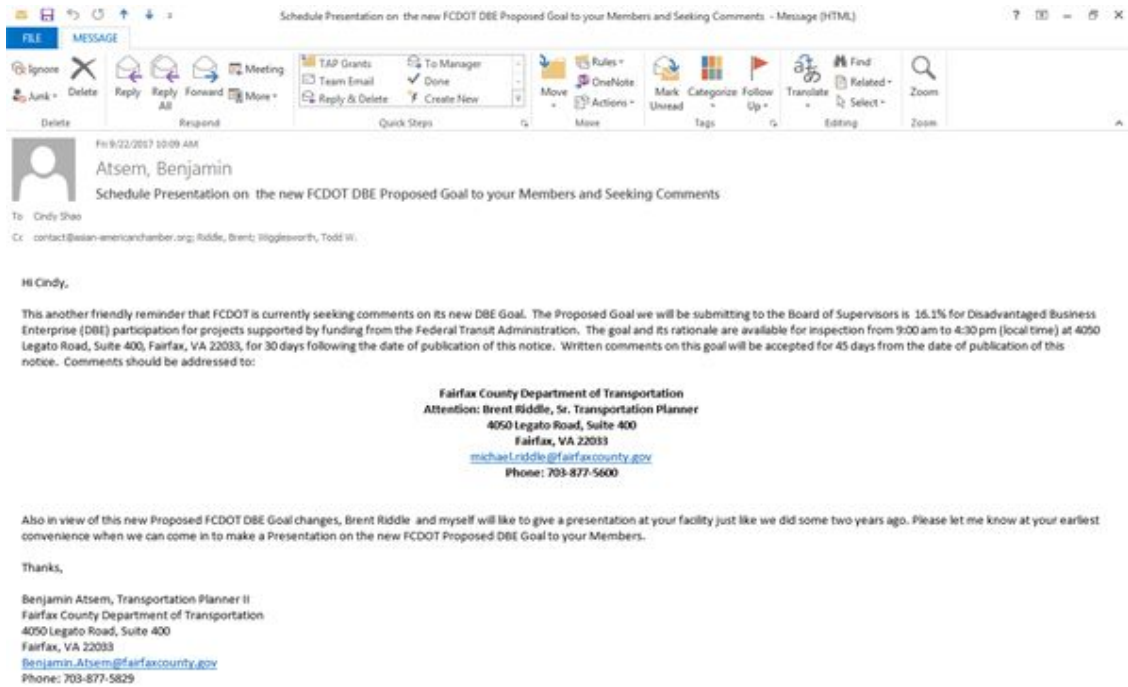
Northern Virginia Black Chamber of Commerce



Greater Washington Hispanic Chamber of Commerce & Virginia Hispanic Chamber of Commerce



Asian American Chamber of Commerce




Appendix 3: Proof of Publication

The Washington Post

CLASSIFIED


washingtonpost.com/classifieds

MONDAY, SEPTEMBER 18, 2017




the local expert
on local jobs

washingtonpost.com/jobs




new and pre-owned
cars, trucks and suvs

cars.com




homes for sale,
commercial real estate

[washingtonpost.com/
realstate](http://washingtonpost.com/realstate)




rentals

apartments.com



merchandise, garage
sales, auctions, tickets

[washingtonpost.com/
merchandise](http://washingtonpost.com/
merchandise)



dogs,

washingtonpost.com/dogs

For Jobs advertisements, go to
washingtonpost.com/recruit
or call 202-334-4100
(toll free 1-800-765-3675)

To place an ad, go to washingtonpostads.com
or call 202-334-6200
Non-commercial advertisers can now place ads 24/7
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202-334-7029
Biz Ops/Services - 202-334-5787

Official Notices

Public Notice
Disadvantaged Business Enterprise
Proposed Federal FY2018-2020 Goal

Fairfax County hereby announces its FY 2018-2020 goal of 14.1% for Disadvantaged Business Enterprise (DBE) participation for projects supported by funding from the Federal Transit Administration. The goal and its rationale are available for inspection from 9:00 am to 4:30 pm local time at 4050 Legato Road, Suite 400, Fairfax, VA 22033, for 30 days following the date of publication of this notice. Written comments on this goal will be accepted for 45 days from the date of publication of this notice. Comments should be addressed to:

Fairfax County Department of Transportation
Attention: Brent Kiddle, Sr. Transportation Planner
4050 Legato Road, Suite 400
Fairfax, VA 22033
michael.mcdonnell@fairfaxcounty.gov
Phone: 703-677-5500

Fairfax County Department of Transportation (CDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and Americans with Disabilities Act (ADA). If you need more information or reasonable accommodations for persons with disabilities or limited English proficiency contact CDOT at 703-677-5600, TTY 711. Please notify Fairfax County Department of Transportation for any language translation or if an interpreter is required, requests for assistance must be received at least 7 business days in advance of the event.

Bids & Proposals

Invitation for Bid
Indefinite Quantity Construction Contract

The National Joint Powers Alliance (NJPA) issues this Invitation for Bid (IFB) on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to NJPA and Fairfax County as Joint Purchasers in the State of Virginia. It is the intention of NJPA to award multiple contracts for general construction services in the area. Each contract has an estimated annual value of \$2,000,000 and the maximum term of the contract is three years.

IQCC is a construction contracting procurement system that provides facility owners' access to competitively bid "on-call" general contractors to provide immediate construction services over an extended period of time.

Intending bidders are required to attend a pre-bid seminar which shall be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms. Attendance at the seminar is a mandatory condition of bidding.

10/4/17 10:00 a.m. Embassy Suites by Hilton Dulles Airport
13341 Woodland Park Drive
Herndon, VA 20171

Intending bidders can pre-register for the pre-bid seminar by visiting our website at www.NJPA.org/iqcc-pre-bid-registration.

An electronic (eG) copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Joseph Morgan, NJPA, 202 12th Street NE, Staples, MN 56479, or by visiting our website at www.igqccop.org/igqcc-bid-document-request. Selecting the desired IFB documents from the drop down list and completing the requested information. All requests must include: mailing address, email address, contact name and phone number. Bids are due by 4:30 pm CT on October 31, 2017 and will be opened at 9:00 am on November 1, 2017. IFB Documents will be available until October 27, 2017.

Trustees Sale - DC

1103 QUEEN STREET NE, WASHINGTON, DC 20002

In execution of the Superior Court for the District of Columbia's Decree of Sale in Case # 2016 CA 005603 R (RP), the undersigned Trustee(s) will offer for sale the property known as 1103 QUEEN STREET NE, WASHINGTON, DC 20002 at public auction within the offices of HARVEY WEST AUCTIONEERS, INC. 5335 Wisconsin Avenue NW Suite 440, Washington, DC 20015 202-463-4567 On **OCTOBER 3, 2017 AT 11:00 A.M.** the land and premises situated in the District of Columbia, and designated as and being Lot 0078 in Square 4058, and more particularly described in the Deed of Trust recorded in the Land Records of the District of Columbia, on JULY 24, 2006 as Instrument Number 2006030048.

The property will be sold by Trustee's Deed "as is" without any covenant, expressed or implied, in Fee Simple, subject to conditions, restrictions, easements, and all other recorded instruments superior to the Deed of Trust referenced above, and subject to ratification by the Court.

TERMS OF SALE: A deposit of the lesser of \$11,000.00 or 10% of the sale price will be required at time of sale. In certified funds CASH WILL NOT BE ACCEPTED. The deposit required to bid at the auction is waived for the Noteholder and any of its successors or assigns. The Noteholder may bid up to the credit and may submit a written bid to the Trustee which shall be announced at sale. The balance of the purchase price is to be paid in cash within 30 days of final ratification of the sale by the Court.

TIME IS OF THE ESSENCE.

If purchaser fails to settle within the aforesaid thirty (30) days of the ratification, the purchaser agrees to pay the Trustee

Trustees Sale - DC

1508 N. CAPITOL STREET NW, WASHINGTON, D

In execution of the Superior Court for the District of Columbia's Decree of Sale in Case # 2015 CA 003323 F (undersigned Trustee(s) will offer for sale the prop as 1508 N. CAPITOL STREET NW, WASHINGTON, at public auction within the offices of HARVEY WEST AUCTIONEERS, INC. 5335 Wisconsin Avenue NW, Washington, DC 20015 202-463-4567 On **OCTOBER 3, 2017 AT 11:00 A.M.** the land and premises situated in the District of Columbia, and designated as and being Lot 023 0615, and more particularly described in the De recorded in the Land Records of the District of on MARCH 13, 2007 as Instrument Number 20070

The property will be sold by Trustee's Deed "as any covenant, expressed or implied, in Fee Sim to conditions, restrictions, easements, and all oth instruments superior to the Deed of Trust referenced subject to ratification by the Court.

TERMS OF SALE: A deposit of the lesser of \$14 10% of the sale price will be required at time of sale funds CASH WILL NOT BE ACCEPTED. The depo to bid at the auction is waived for the Noteholder its successors or assigns. The Noteholder may bi credit and may submit a written bid to the Trustee w announced at sale. The balance of the purchase p paid in cash within 30 days of final ratification of the Court.

TIME IS OF THE ESSENCE.

If purchaser fails to settle within the aforesaid thirt of the ratification, the purchaser agrees to pay t

CLASIFICADOS

3

ALQUILERES

Virginia

FAIRFAX VA
RENTO BASEMENT
APARTMENT
UN DORMITORIO
UTILIDADES INCLUIDAS
ENTRADA
INDEPENDIENTE
CERCA DE COLEGIOS,
BUSES Y CENTROS
COMERCIALES
MAYOR INFORMACIÓN
703-346-1464

FAIRFAX VA
RENTO BASEMENT
DOS RECAMARAS
UNA SALA
BAÑO PRIVADO
COCINA COMPARTIDA
ENTRADA PRIVADA
INCLUYE UTILIDADES
NO MAS DE 3
PERSONAS
MAYOR INFORMACIÓN
703-733-0390

ASHBURN, VA
RENTO
TOWNHOUSE
4 HABITACIONES
4 BATHS
3 1/2 BAROS
CERCA DE SHOPPING &
TOLL ROAD 367
DISPONIBLE INMEDIATO
REFERENCIAS
703-479-3534

WOODBURNE, VA
SE RENTA CUANTO A LA
CASA DE FAMILIA
MUY BUENA SITUACION EN
TOWNHOUSE
CERCA DE POTOMAC MILLS
& CENTROS COMERCIALES
8,000 PIES
TODO INCLUIDO
ENTRADA
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703-676-3790

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2 habitación: \$1,467.00
3 habitación: \$1,669.00
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DE 1 Y 2 HABITACIONES
LA MAYORIA DE LAS
UTILIDADES INCLUIDAS
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Falls Church, Va
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Anuncio Público

Condado de Fairfax,
AVISO PÚBLICO

Empresas Comerciales en Desventaja
Meta Federal Propuesta para los Años Fiscales (FY) 2018-2020

El Condado de Fairfax anuncia, por medio de este aviso, su meta del 16.1% para la participación de Empresas Comerciales en Desventaja (DBE) en proyectos apoyados por fondos de la Administración Federal de Tránsito para los años fiscales (FY) 2018-2020. La meta y su justificación están disponibles para inspección desde las 9:00 am hasta las 4:30 pm (hora local) en 4050 Legato Road, Suite 400, Fairfax, VA 22033, durante los 30 días siguientes a la fecha de publicación del presente aviso. Se aceptarán comentarios escritos sobre esta meta durante 45 días, a partir de la fecha de publicación del presente aviso. Los comentarios deben dirigirse a:

Fairfax County Department of Transportation
Attention: Brent Riddle, Sr. Transportation Planner
4050 Legato Road, Suite 400
Fairfax, VA 22033
michael.riddle@fairfaxcounty.gov
Teléfono: 703-877-5600

Condado de Fairfax,
AVISO PÚBLICO
PROYECTO SOAPSTONE CONNECTOR

Audiencia pública de evaluación ambiental
Miércoles, 08 de noviembre de 2017, de 6:30 a 8:30 p. m.
(Presentación formal a las 7:15 p. m.)
Escuela primaria Dogwood
12300 Glade Drive, Reston, VA 20191

Junto con el Departamento de Transporte de Virginia (VDOT) y la Administración Federal de Autovías, el Condado de Fairfax propone ampliar la actual Soapstone Drive en Reston, sobre el acceso al Aeropuerto Dulles y la autopista de peaje (Ruta 267), hasta Sunset Hills Road. El proyecto Soapstone Connector proporcionará una conexión directa entre Sunset Hills Road y Sunrise Valley Drive, según lo recomienda el Grupo de Acceso de Tren Metropolitano de Reston (RMAG). Además, el proyecto está incluido en la Enmienda del Plan Integral de Reston, la cual fue aprobada por el Consejo de Supervisores del Condado de Fairfax en febrero de 2014.

Se ha elaborado una evaluación ambiental en conformidad con la Ley de Política Ambiental Nacional, título 23 del Código de Regulaciones Federales, parte 771, y estará disponible para ser revisada y comentada por el público. De acuerdo con el artículo 106 de la Ley de Preservación Histórica Nacional y el título 36 del Código de Regulaciones Federales, parte 800, se incluye en el documento ambiental toda la información sobre las posibles consecuencias que el proyecto propuesto tendrá respecto de las propiedades enumeradas, o las que cumplan los requisitos para ser enumeradas, en el Registro Nacional de Lugares Históricos.

La información sobre el proyecto y la documentación ambiental también se encuentra disponible en el Departamento de Transporte del Condado de Fairfax (FCDOT), ubicado en 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033. Llame al 703-877-5600 o TTY 711 antes de programar una cita con el gerente del proyecto. Además, puede encontrar la información sobre el proyecto en su sitio web: www.fairfaxcounty.gov/fcdot/soapstoneconnector.htm

Los comentarios realizados de forma escrita o verbal podrán presentarse en la audiencia o por escrito en el transcurso de los diez (10) días posteriores a la audiencia ante Audra Bandy, gerente del proyecto, Departamento de Transporte del Condado de Fairfax (FCDOT), 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033. Los comentarios también podrán presentarse a través del sitio web del proyecto o enviando un correo electrónico a Audra.Bandy@fairfaxcounty.gov (debe incluir "Soapstone Connector" en el asunto).

Departamento de Transporte del Condado de Fairfax (FCDOT) Proyecto n.º 2G40-078

LA AUTORIDAD DE VIVIENDA DEL DISTRITO DE COLUMBIA
(THE DISTRICT OF COLUMBIA HOUSING AUTHORITY)SOLICITUD DE PROPUESTAS (RFP)
SOLICITUD NO.: 0033-2017

SERVICIOS DE UNIFORMES Y EQUIPOS DE PROTECCIÓN PERSONAL (PPE)

La Autoridad de Vivienda del Distrito de Columbia (The District of Columbia Housing Authority (DCHA)) requiere Servicios de Uniformes y Equipos de Protección Personal (PPE).

LOS DOCUMENTOS DE LA SOLICITUD estarán disponibles en la Oficina Emisora (Issuing Office) en 1133 North Capitol Street, NE, Suite 300, Office of Administrative Services/Contracts and Procurement, Washington, DC 20002-7599, entre las 9:00 a.m. y las 4:00 p.m., de lunes a viernes, a partir del lunes 18 de septiembre de 2017 y en el sitio web de la DCHA en www.dchousing.org.

LAS PROPUESTAS SELLADAS DEBEN RECIBIRSE A MÁS TARDAR el miércoles 18 de octubre de 2017 a las 11:00 PM.

Contacte a Lolita Washington, Contract Specialist, en el (202) 535-1212 o por correo electrónico en lwashington@dchousing.org con copia a business@dchousing.org para información adicional

Board Agenda Item
December 5, 2017

CONSIDERATION - 1

Approval of the Proposed Amended Bylaws for the Fairfax County Architectural Review Board

ISSUE:

Approval of amendments to the Bylaws for the Fairfax County Architectural Review Board (ARB).

TIMING:

Board consideration is requested on December 5, 2017 so the Bylaws can become effective, as amended.

BACKGROUND:

The ARB approved proposed amendments to the ARB Bylaws at its October 12, 2017 meeting. The ARB revised these Bylaws to bring them up-to-date with the Zoning Ordinance, to align them with county standards regarding the content of bylaws, and to reflect changes in current operations.

The principal amendments to the Bylaws are:

- revisions to the membership and term of office to reflect amended Zoning Ordinance requirements and standard ongoing practice;
- clarification of duties of officers;
- incorporation of Virginia Freedom of Information Act requirements; and
- requirement to prepare an Annual Report to the Board of Supervisors.

The ARB Bylaws were originally adopted in April 2008 and approved by the Board in June 2008.

FISCAL IMPACT:

None.

Board Agenda Item
December 5, 2017

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Architectural Review Board (ARB) Bylaws

STAFF:

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Leanna H. O'Donnell, Branch Chief, Planning Division (PD), DPZ
Linda Cornish Blank, Planner IV, Policy and Plan Development Branch, PD, DPZ

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney, Office of the County Attorney

**FAIRFAX COUNTY
ARCHITECTURAL REVIEW BOARD**

BYLAWS

Date of Original Adoption: June 2008

Date of Revisions Adoption: XXX 2017

The Fairfax County Architectural Review Board adopts these Bylaws for its rules and procedures for the transaction of its business for the benefit and convenience of the citizens of Fairfax County ("County").

**ARTICLE I.
NAME**

The official name of this board is the Fairfax County Architectural Review Board hereinafter referred to as "ARB."

**ARTICLE II.
ORIGIN, AUTHORITY AND PURPOSE FOR THE ARB**

2.1. Origin and Authority. The ARB was authorized by vote of the Board of Supervisors of Fairfax County ("Board of Supervisors") on November 22, 1967, to oversee and administer Fairfax County regulations concerning certain physical changes and uses within Historic Overlay Districts in Fairfax County as designated by the Board of Supervisors, and to assist the Board of Supervisors in its efforts to preserve and protect historic places and areas in the County, pursuant to Section 15.1-503.2 of the Code of Virginia (the current citation is Va. Code § 15.2-2306 (2012)), which authorized local governments to establish such historic districts and review boards. The ARB was established as Part 3 of Article 19 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance"); the Zoning Ordinance itself is Chapter 112 of the 1976 Code of the County of Fairfax.

2.2. Purpose of the Architectural Review Board Pursuant to Section 19-301 of the Zoning Ordinance, the purpose of the ARB is to administer the regulations of Historic Overlay Districts under Part 2 of Article 7 (Overlay District Regulations) of the Zoning Ordinance, and to advise and assist the Board of Supervisors in its efforts to preserve and protect historic, architectural, and archaeological resources in Fairfax County. To carry out those purposes, the ARB has the following duties and powers pursuant to Section 19-307 of the Zoning Ordinance:

- (a) In a Historic Overlay District, to hear and decide applications for building permits and sign or small cell facility permits as provided for in Section 7-204 of the Zoning Ordinance.

- (b) To review and make recommendations on all applications for rezoning, special permit, special exception and variance, and any site plan, subdivision plat, and grading plan in Historic Overlay Districts.
- (c) To propose, as deemed appropriate, the establishment of additional Historic Overlay Districts and revisions to existing Historic Overlay Districts.
- (d) To assist and advise the Board of Supervisors, the Fairfax County Planning Commission, and other County departments and agencies in matters involving historically, architecturally, culturally, or archaeologically significant sites and buildings such as appropriate land usage, parking facilities, and signs.
- (e) To advise owners of historic buildings or structures on problems of preservation.
- (f) To formulate recommendations concerning the establishment of an appropriate system of markers for Historic Overlay Districts and selected historic sites and buildings, including proposals for the installation and care of such markers.
- (g) To cooperate with and enlist assistance from the Fairfax County History Commission, the Virginia Department of Historic Resources, the National Trust for Historic Preservation, and other interested parties, both public and private, in its efforts to preserve, restore, and conserve historic, cultural or archaeological buildings, sites, or areas in the County.
- (h) To make available to the Fairfax County Library, on request, copies of reports, maps, drawings, and other documents bearing on the historical significance and architectural history of landmarks considered by or brought to the attention of the ARB, and permit copies thereof to be made for permanent keeping in the library's historical collection.
- (i) To employ secretarial assistance and pay salaries, wages, and other incurred necessary expenses, pursuant to appropriations by the Board of Supervisors.

2.3. Purpose of Historic Overlay Districts. At the time of adoption of these Bylaws, Fairfax County has thirteen (13) Historic Overlay Districts. In addition, pursuant to a Memorandum of Agreement regarding the disposal of the Lorton Correctional Complex finalized June 28, 2001, the area identified as the National Register-eligible Historic District is subject to the jurisdiction of the ARB as if it were a Fairfax County designated historic overlay district.

As provided in Section 7-201 of the Zoning Ordinance, Historic Overlay Districts are specifically delineated general areas or individual structures and premises of the County that have been officially designated by the Board of Supervisors as having historical, cultural, architectural, or archaeological significance and which are created for the purpose of promoting the general welfare, education, economic prosperity, and recreational pleasure of the public, through the identification, preservation, and enhancement of those buildings, structures, neighborhoods, landscapes, places, and areas.

Regulations within historic districts are intended to protect against destruction of or encroachment upon such areas, structures, and premises; to encourage uses which will lead to their continuance, conservation, and improvement in a manner appropriate to the preservation of the cultural, social, economic, political, architectural, or archaeological heritage of the County; to prevent creation of environmental influences adverse to such purposes; and to assure that new structures and uses within such districts will be in keeping with the character to be preserved and enhanced. The historic overlay district regulations are intended to encourage uses that will lead to the continuance, conservation, and improvement of such significant areas, structures, and premises within the districts in accordance with the following purposes specified in Section 7-201 of the Zoning Ordinance:

- (a) To preserve and improve the quality of life for residents of the County by protecting and preserving familiar visual elements in the district.
- (b) To promote tourism by protecting heritage resources attractive to visitors to the County and thereby supporting local business and industry.
- (c) To promote the upkeep and rehabilitation of significant older structures and encourage appropriate land use planning and development that will enhance both the economic viability and historic character of the district.
- (d) To educate residents of the County about the heritage resources within the district and to foster a sense of pride in this heritage.
- (e) To foster local heritage resource identification and preservation efforts and to encourage the nomination by their owners of qualified properties for listing on the National Register of Historic Places and the Virginia Landmarks Register.
- (f) To prevent, within the district, the encroachment of new buildings or structures, and additions or attachments, which are architecturally incongruous with the visual and historic character of the district.
- (g) To ensure that new development within the district is appropriate and that new structures are well designed.

ARTICLE III. MEMBERSHIP AND TERM OF OFFICE

3.1. Appointment of Members. Members of the ARB are appointed by vote of the Board of Supervisors in accordance with Section 19-303 of the Zoning Ordinance. The ARB shall be composed of eleven (11) voting Members who shall be residents of the County. Ten (10) of the Members shall be appointed by the Board of Supervisors as follows:

- A. Two (2) licensed architects, at least one of whom must meet the Secretary of the Interior's Professional Qualification Standards for Historic Architecture as published in 36 CFR Part 61.
- B. One (1) licensed landscape architect.
- C. One (1) lawyer who is an active member in good standing with the Virginia State Bar.
- D. One (1) archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for Archaeology as published in 36 CFR Part 61.
- E. One (1) historian who meets the Secretary of the Interior's Professional Qualification Standards for History as published in 36 CFR Part 61 or one (1) architectural historian who meets the Secretary of the Interior's Professional Qualification Standards for Architectural History as published in 36 CFR Part 61.
- F. The other Members appointed by the Board of Supervisors shall be drawn from the ranks of related professional groups such as historians, architectural historians, architects, landscape architects, archaeologists, engineers, land-use planners, lawyers, and real estate brokers.

The eleventh Member shall be an ex officio Member from, and shall be chosen by, the Fairfax County History Commission, who shall be drawn from the ranks of related professional groups or who meets the Secretary of the Interior's Professional Qualification Standards for one of the disciplines cited in A, D, or E.

3.2. Term of Office. Members shall serve for such term or terms as established by the Board of Supervisors. Members other than the Member from the History Commission, who is chosen by the History Commission, shall be appointed to serve for a term of three (3) years or until their successor has been appointed. Terms shall be staggered with three (3) Members appointed every year except that four (4) Members shall be appointed every third year. An appointment to fill a vacancy shall be only for the unexpired portion of the term. Members may be reappointed to succeed themselves.

3.3. Vacancies. In the event a Member cannot serve or resigns from office, then the Chairperson, the Recording Secretary, or the County staff Administrator to the ARB shall advise the Clerk to the Board of Supervisors of the vacancy in writing. If a Member completes his or her term of office, remains qualified to serve as a Member, and the Board of Supervisors has not reappointed that Member to another term or appointed a successor Member, then that person

may continue to serve as a Member until such time as the Member is reappointed or a successor Member is appointed.

ARTICLE IV. OFFICERS AND DUTIES

4.1. Officers. The ARB shall elect a Chairperson, Vice-Chairperson, and Recording Secretary, and may elect a Treasurer. Officers shall be elected by a majority vote of all voting Members. Each term of office will be one-year, and officers may be elected to successive terms except as stated in Section 4.2. A vacancy occurring during an officer's term shall be filled in the same manner, but the replacement shall be elected only to serve the unexpired balance of the term. Prior to the election of any replacement officer, the Fairfax County Staff Administrator to the ARB will provide all Members with notice of the proposed election before the meeting at which the replacement is to be elected. The officers' duties are as follows:

- (a) Chairperson. The Chairperson shall preside at all meetings and decide all points of order and procedure, subject to these Bylaws, unless directed otherwise by a majority vote of the ARB Members properly in session at the time. As and to the extent stated in Article VIII below, the Chairperson shall appoint all committees.
- (b) Vice-Chairperson. The Vice-Chairperson shall serve as acting Chairperson in the absence of the Chairperson, and at such times the Vice-Chairperson shall have the same powers and duties as the Chairperson.
- (c) Recording Secretary. The Recording Secretary shall take minutes of the ARB meetings. The Recording Secretary shall record accurately all motions made and voted upon, and have the minutes distributed through the Fairfax County ARB Staff Administrator to Members of the ARB no later than one week prior to the next meeting. The Recording Secretary need not be a Member of the ARB.
- (d) Treasurer. If the ARB chooses to elect a Treasurer, the Treasurer shall advise membership and County staff, as required, on the ARB budget and expenditure of funds.

4.2. Term Limitations. No Member shall serve as Chairperson for more than four (4) consecutive one-year terms.

4.3. Terms and Elections. Terms for officers shall begin in January of each calendar year. Election of officers for the succeeding calendar year shall take place no later than the regular December meeting of the ARB.

ARTICLE V. MEETINGS AND VOTING

5.1. Meetings. The ARB shall have regular monthly meetings on the second Thursday of each month at 6:30 p.m. at the Fairfax County Government Center or at such other time and/or place designated by the ARB, and shall have such other special meetings from time to time at the times and places designated by the Chairperson of the ARB. The ARB may change the time and place of regular monthly meetings as it deems appropriate. The Fairfax County ARB Staff Administrator shall notify all Members of the ARB of the time and place of any special meetings at least five (5) days in advance of the meeting. All meetings shall be conducted in accordance with the Virginia Freedom of Information Act, Virginia Code §§ 2.2-3700 through -3714, as amended (“VFOIA”), and except for closed sessions, all meetings shall be open to the public. Pursuant to Virginia Code § 2.2-3701, “meeting” or “meetings” means the meetings including work sessions, when sitting physically, or through telephonic or video equipment pursuant to § 2.2-3708 or § 2.2-3708.1, as a body or entity, or as an informal assemblage of as many as three members of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

The Fairfax County ARB Staff Administrator shall give at least three (3) working days’ prior public notice of the date, time, and location of its meetings in accordance with Virginia Code § 2.2-3707. Notice, reasonable under the circumstances of special or emergency meetings, shall be given by the Fairfax County ARB Staff Administrator contemporaneously with the notice provided to Members of the ARB. Notice of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Internet site. Also, notices for all meetings shall be placed at a prominent public location by the Fairfax County ARB Staff Administrator. All meetings shall be conducted in places that are accessible to persons with disabilities, and all meetings shall be conducted in public buildings whenever practical.

At any meeting, at least one copy of the agenda and, unless exempt under the VFOIA, all materials furnished to Members of the ARB shall be made available for public inspection at the same time such documents are furnished to the Members. Any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but no person broadcasting, photographing, filming or recording any open meeting may interfere with any of the proceedings.

Minutes of all regular and special meetings of the ARB shall be approved by majority vote of the voting Members present. The minutes shall include: (1) the date, time, and location of each meeting; (2) the Members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

5.2. Quorum. A quorum of six (6) voting Members present is required for consideration of any matter.

5.3. Voting. Any action taken shall require the affirmative vote of a majority of the voting Members present during consideration of a properly called matter. All votes of Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or proxy. All voting Members who are present at the meeting, including the Chairperson, may vote at any meeting.

5.4. Expenditures. All expenditures shall be in furtherance of the purposes of the ARB, and shall include costs of training and education of the Members as approved by the ARB. No expenditure shall inure to the private interest of any Member. No expenditure of ARB funds shall be made without prior approval of the ARB.

5.5. Conflicts of Interest. A Member shall exempt himself or herself from taking part in the hearing, consideration, or determination of any matter before the ARB in which the Member has a personal interest such that he or she is disqualified from participation under the Virginia Conflicts of Interest Act (“COIA”), including but not limited to § 2.2-3112 of the COIA addressing prohibited conduct, or that would qualify as a conflict of interest as defined in any rule, regulation, or guideline of the Virginia Department of Historic Resources or of the National Park Service.

5.6. Attendance at Meetings. Members are expected to attend all regular and special meetings of the ARB unless excused. The determination of an excused absence for valid reason shall be made by the Chairperson, subject to review by the full ARB for an appeal of a determination by the Chairperson that a Member’s absence is not excused.

5.7. Conduct of Meetings.

(a) Order of Meeting: The order of business at regular meetings shall be as follows:

1. Determination of quorum
2. Declaration of purpose of the ARB
3. Approval of agenda
4. Consent Agenda items requiring board action
5. Application or other Agenda items requiring ARB action
6. Workshop sessions with prospective applicants
7. Other items, such as:
 - Treasurer’s Report
 - Staff Report
 - Other
8. Adjourn

(b) Consideration of Applications: Applicants or other interested persons may appear in person or by agent at the meeting. The order of business for consideration of applications for action by the ARB shall be as follows:

1. The Chairperson, or such person as she or he shall direct, shall give a preliminary statement concerning the application;

2. The applicant may present statements in support of his or her application;
3. Members of the public other than the applicant either in favor or opposed to granting the application may present statements concerning the application;
4. Statements or arguments submitted by any official, commission, or department of the County of Fairfax, any state agency, or any local historical, preservation or neighborhood association shall be presented as directed by the Chairperson;
5. ARB Members, including the Chairperson, may discuss the application;
6. An ARB Member, other than the Chairperson, may introduce a motion. The names of the ARB Members making and seconding motions shall be recorded.
7. The ARB may, in its discretion, view the premises and obtain additional facts concerning any application before arriving at a decision.
8. In the event that facts other than those presented at a meeting at which an application has been considered are relied upon to support a decision, such facts shall be stated for the record.
9. Decisions of the ARB may be accompanied by such conditions and/or recommendations as may be reasonable under the circumstances to effectuate the purposes of the Zoning Ordinance.
10. Procedures may be modified by the ARB.

ARTICLE VI. RULES GOVERNING ACTIONS OF THE BOARD

The ARB is governed by the following:

6.1. Ordinances/Regulations. The ARB shall be governed by the Zoning Ordinance, specifically as applicable to Historic Overlay Districts and generally by Historic District Guidelines adopted from time to time for each historic overlay district pursuant to the Zoning Ordinance, by other applicable provisions of the 1976 Code of the County of Fairfax, Virginia, and by the Code of Virginia.

6.2. Rules of Procedure. Procedural matters of the ARB, including the rules for conducting public meetings of the ARB, which are not otherwise governed by these By-Laws, ordinance, regulation, or statute, shall be carried out in accordance with *Roberts Rules of Order, Newly Revised*. Except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the Members are not all physically assembled to discuss or transact public business.

ARTICLE VII. GENERAL PRINCIPLES GOVERNING DECISIONS

Subject to the terms of Article VI, in making its decisions the ARB will consider all standards, criteria, and considerations required under Section 7-204 of the Fairfax Zoning Ordinance, guidelines established for specific historic overlay districts, and the following factors and general principles as applicable to particular applications:

7.1. Factors Considered:

- (a) The historical or architectural value and significance of a building or structure and its relationship to or congruity with the historic value of the land, place, or area in the historic area upon which it is proposed to be located, constructed, reconstructed, altered, or repaired.
- (b) The appropriateness of the exterior architectural features of such building or structure to such land, place, or area and its relationship to or congruity with the exterior architectural features of other land, places, areas, buildings, or structures in the historic area and environs.
- (c) The general exterior design, arrangement, textures, materials, planting, and color proposed to be used in the location, construction, alteration, or repair of the building, structure, or improvement, and the types of windows, exterior doors, lights, landscaping, and parking viewed from a public street, public way, or other public place and their relationship to or congruity with the other factors to be considered by the ARB.

7.2. Principles: Keeping in mind the purposes and objectives of the Historic Overlay Districts and the above-stated factors, decisions of the ARB are governed by the following general principles:

- (a) Architectural Variety: The beauty of a district depends upon contrast, complexity, and variety, rather than upon uniformity.
- (b) Architectural Integrity: Because buildings vary widely, what is appropriate for one building may be inappropriate for another. The ARB treats each building as having its own integrity and, thus, gives each building individual consideration.

- (c) Preservation: Preservation of historically significant features within an historic overlying district is a goal of the ARB, under the following guidelines:
1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
 2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
 3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
 4. Changes which may have taken place over the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
 5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
 6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
 7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
 8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent, to any project.

9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
 10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
- (d) Improvement: The goal of the ARB is to approve design, materials, and construction techniques that improve a property, rather than diminishing its character or value.
- (e) Architectural Congruity: The ARB oversees districts rather than simply individual structures and therefore seeks to preserve, improve, and encourage harmonious visual relationships among the buildings within each district. The ARB stresses the role that design elements play in making buildings within a given area harmonize, including but not limited to consideration of the following design elements:
- Scale
 - Fenestration (window size, number, style, and arrangement)
 - Roof pitch
 - Proportions of building
 - Placement and shape of entrance
 - Detailing
 - Color
 - Materials
 - Set backs

ARTICLE VIII. COMMITTEES

All Committees shall be appointed by the Chairperson, except the Nominating Committee which shall be appointed by majority vote of the Members. The ARB may establish as many committees as may be required to perform its function. All meetings of any committees shall comply with the notice and other requirements of the VFOIA, as per paragraph 5.1 above. To the extent practicable, any such committees shall be composed of at least four Members.

8.1. Purposes and Establishment of Committees. Committees may be established to investigate any matters before the ARB, as determined by a majority vote of the ARB.

8.2. Nominating Committee. The Nominating Committee shall meet in November of

each year to nominate a slate of officers in preparation of the December election.

8.3. Bylaws Committee. The Bylaws Committee shall ensure that the Bylaws are current and shall recommend amendments when changes are appropriate.

ARTICLE IX. ANNUAL REPORT

The ARB shall prepare an annual written report to the Board of Supervisors that describes the actions and activities conducted in the previous year and any plans and/or recommendations for future action and activities. The Chairperson shall provide the report to the Clerk to the Board of Supervisors for distribution to the members of the Board of Supervisors and to the County Executive.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY

The ARB and its Members shall comply with all Virginia laws, including, but not limited to, the VFOIA and COIA, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions.

ARTICLE XI. AMENDMENTS TO BYLAWS

These Bylaws may be amended at any regular meeting of the ARB by a two-thirds majority vote by those Members present and voting, provided notice of the proposed amendment has been given to Members at the previous regular meeting or has been mailed to Members at least ten days prior to the meeting. Upon approval of any bylaws amendments by the ARB, the bylaws shall be submitted to the Board of Supervisors for its approval.

ARTICLE XII. DISSOLUTION

In the event of dissolution of the ARB, all remaining assets derived from County funding after payment of all obligations shall be returned to Fairfax County Government. No funds shall inure to the benefit of any individual Member of the ARB.

CONSIDERATION – 2

Proffer Interpretation Appeal Associated with The Reserve at Tysons Corner Related to Proffers Accepted for RZ/FDP 2003-PR-008

ISSUE:

Board consideration of an appeal of a proffer interpretation that determined Proffer 49 of RZ/FDP 2003-PR-008 remains in effect, but is not enforceable against a property not included in the subject rezoning.

TIMING:

Board deferred decision only at the October 24, 2017 Board meeting until November 21, 2017; at which time it was deferred until December 5, 2018.

BACKGROUND:

On December 22, 2016, the Department of Planning and Zoning (DPZ) received a request for an interpretation of the proffers associated with RZ/FDP 2003-PR-008, a land use application that permitted the development of a residential community now referred to as “The Reserve at Tysons Corner” (hereinafter the “Reserve Property”). In this request, The Reserve at Tysons Corner Association, Inc., as the owners association, requested an interpretation regarding whether the proffers accepted in RZ/FDP 2003-PR-008 created a continuing obligation to provide offsite parking on an adjacent property (the “Meridian Property”), which was not subject to the proffers accepted with RZ/FDP 2003-PR-008. (See Zoning Determination in Attachment 1).

The Reserve Property and the Meridian Property were originally part of a single, 33.74-acre parcel zoned to the I-P District (now I-3) under RZ 75-7-004. In 2003, two concurrent applications were submitted to develop a portion of the property with residential development. One application, PCA 75-7-004-02, was submitted and approved to delete 19.04 acres from RZ 75-7-004. The other application, RZ/FDP 2003-PR-008, proposed to rezone the same 19.04 acres of land to the PDH-30 District. On March 15, 2004, the Board approved PCA 75-7-004-02 first, thereby deleting the 19.04-acre parcel, now the Reserve Property, from the original proffered conditions. On the same day, the Board then approved RZ 2008-PR-003. See Clerk’s March 15, 2004, Board summary, Attachment 2 (describing the approval as an “[a]mendment of the Zoning Ordinance, *as it applies to the property which is the subject*

of Rezoning Application RZ 2003-PR-008, from the I-3 and HC Districts to the PDH-30 and HC Districts, subject to the proffers dated March 14, 2004”).

The Reserve Property consists of 570 homes – 478 apartments owned by Simpson Property Group, LP and 92 townhomes which are owned individually and governed by the Townhouse at the Reserve Homeowners Association, Inc. It is located on the east side of Kidwell Drive, south of Leesburg Pike, west of Interstate 495 and south of Science Applications Court. Although it still shared the same tax map number as the Meridian Property at the time of the Reserve Property rezoning (RZ/FDP 2003-PR-008), it was separated, for zoning purposes, upon the Board’s approval of PCA 75-7-004-02. It is now identified as Tax Map Nos. 39-2((56)) A1, B3, 1-92, 39-2((1)) 13A5 and A6.

The Meridian Property (Tax Map Nos. 39-2((1)) 13D and 13E), is currently owned by Tysons Enterprise West, LLC, and Tysons Enterprise East, LLC, and is developed with two existing office/data center buildings and a surface parking lot.

Proffer 49, the proffer at issue in this appeal, was approved in connection with the Reserve Property rezoning (RZ/FDP 2003-PR-008). It envisioned the provision of 150 overflow parking spaces on the Meridian Property. Proffer 49 states:

Prior to the approval of the final site plan on the Application Property, the Applicant shall provide evidence that a parking agreement is in place with the owners of the adjacent I-3 parcel identified as Tax Map 39-2 ((1)) part 13, permitting overflow parking from the Application Property to utilize parking facilities on the I-3 parcel. A minimum of 150 overflow parking spaces shall be available to all residents of the Application Property during non-business hours on weekdays (after 6:00 pm) and on weekends. This parking agreement shall be recorded in the land records of Fairfax County.

The “adjacent I-3 parcel” referenced in this proffer is the Meridian Property, which was not included in RZ 2003-PR-008. In fact, by referring to it as “the adjacent I-3 parcel,” the proffer language makes clear that the Meridian Property was not part of the Application property subject to Proffer 49.

Zoning Determination

The Meridian Property recently obtained approval of PCA 75-7-003-3 and SE 2015-PR-021, which allow for redevelopment of the property, in part, with a full-size athletic field and parking garage. Because of the proposed redevelopment, the prior owner of the Meridian Property notified the Appellant in December of 2016 of its intent to terminate the parking agreement under the terms of a Declaration of Covenants

recorded in 2005. The Appellant submitted its proffer interpretation request to ask whether the Meridian Property is entitled to terminate the 150 offsite parking spaces in light of Proffer 49.

On May 30, 2017, the Zoning Evaluation Division (ZED) issued a determination letter in response to the Appellant's proffer interpretation request. Staff determined that, at the time of site plan approval, the Reserve Property demonstrated compliance with Proffer 49 by providing a copy of the Declaration of Covenants, Restrictions and Easements recorded on January 28, 2005 in Deed Book 16927 at Page 2195, which provided that the Meridian Property owner would provide to the Reserve Property owner the right to use 150 overflow parking spaces. The determination letter stated that the accepted proffers become part of the Zoning map for the property subject to the rezoning only, in this case the Reserve Property, and are not enforceable against an off-site property, in this case the Meridian Property. In addition, while the Meridian Property was included in a concurrent, but separate application (PCA 75-7-004-02), a proffer requiring provision of this parking was not included in proffers pertaining to that land area. Staff determined that Proffer 49 remains in effect for the Reserve Property and can be removed only through a Proffered Condition Amendment (PCA) approved by the Board of Supervisors.

The subject appeal was filed with the Board of Supervisors on June 29, 2017, by Lucia Anna Trigiani, agent for the Reserve, in the name of The Reserve at Tysons Corner Association, Inc. ("Association" and "Appellant") (See Attachment 3). The justification for the filing of the appeal alleges the following:

The Appellant is an aggrieved party and thus entitled to appeal the Zoning Determination regarding the proffers relating to RZ/FDP 2003-PR-008, because:

1. The Zoning Determination renders the Reserve Property in non-compliance with Proffer 49 through no fault of the Association or any of the members or residents who reside at the Reserve Property, and with no means of recourse or redress.¹
2. Members of the Association and residents of the Reserve Property bear significant hardship without access to the overflow parking.
3. The resulting non-compliance and lack of adequate parking have negative impacts on property values and the ability to sell property in the Reserve Property.

¹ Emphasis added by appellant.

For the reasons that follow, these allegations do not establish that the Appellant is aggrieved by the Zoning Determination.

Discussion

The Board's authority to accept proffered conditions arises from Virginia Code §§ 15.2-2296 and 15.2-2303, under the development scheme known as conditional zoning. The Virginia Code defines "conditional zoning," when part of classifying land within a locality into areas and districts by legislative action, as "the allowing of reasonable conditions governing the use of *such property*." Va. Code § 15.2-2201 (emphasis added). Once the Board approves a rezoning subject to proffered conditions, the proffers become a part of the zoning regulations *applicable to the property in question*. Zoning Ordinance § 18-204(3). Any development of the *property in question* must then be in substantial conformance with the proffered conditions. Zoning Ordinance § 18-204(4). Once proffered and accepted as part of an amendment, such conditions shall continue in effect until a subsequent amendment changes the zoning *on the property covered by the conditions*. Va. Code § 15.2-2303(A). The only way to impose (or enforce) proffered conditions on a property not subject to the original rezoning is by applying for an amendment. Zoning Ordinance § 18-204(6). The Meridian Property was not part of RZ 2003-PR-008, nor has the Board approved a proffered condition amendment to include the Meridian Property.

An applicant attempting to appeal a proffer determination to the Board must demonstrate that it is "aggrieved" by that determination. Va. Code § 15.2-2301; see Zoning Ordinance § 18-204 (10). For the reasons discussed below, the Appellant has not demonstrated that it is aggrieved by the Zoning Determination.

The Appellant has available means of redress.

For the reasons discussed above, Proffer 49 only applies to the Reserve Property. It required the demonstration of the provision of at least 150 overflow off-site parking spaces on the Meridian Property, which was to be secured via a parking agreement to be recorded in the land records prior to site plan approval. This private agreement was recorded in Deed Book 16927 at Page 2195, as required, and the proffer was noted as met for the purposes of site plan approval. The County has no legal authority to enforce Proffer 49 against the Meridian Property owner, and it also cannot enforce the provisions of a private agreement to which it was not a party.

The Zoning Determination does not render the property in noncompliance with Proffer 49 "with no means of recourse or redress," however. To the contrary, it plainly states that the Appellant may seek to amend the proffered conditions to delete the overflow parking requirement (notably, no enforcement action has been taken or even threatened

against the Appellant due to its noncompliance). Alternatively, the Appellant could also take private legal action against the Meridian Property owner to restore the offsite parking spaces, if necessary, or it could seek to, renegotiate a parking agreement with the Meridian Property owner.

The Reserve Property has Adequate Parking

The Appellant asserts in its second claim that it's left with inadequate parking. The Staff Report and Addendum prepared in conjunction with RZ/FDP 2003-PR-008, however, make no reference to the need for overflow parking. Rather, those documents state that "parking will be provided via structured parking within and/or adjacent to each of the multi-family buildings as well as on each single-family attached lot with additional visitor parking on the streets. Single-family attached units which are front-loaded will have driveways a minimum of 18 feet long²." Additionally, Sheet 2 of 13 of the approved CDP/FDP for RZ/FDP 2003-PR-008 demonstrates how adequate parking will be provided in accordance with Article 11 of the Zoning Ordinance in effect at the time of approval and in fact, the approved site as built for both The Reserve at Tysons Corner Townhomes (2481-SAB-002-1) and Multi-Family (2481-SAB-005-2) demonstrate that an excess of parking was provided on-site (total of 1,088 provided versus 997 spaces required). This excess parking does not include the 150 off-site overflow spaces. Based on this documentation, it appears that excess parking is already provided on the Reserve Property.

Impact on Property Values is Irrelevant to Zoning Determination

Finally, the Appellant contends that its non-compliance and lack of adequate parking have negative impacts on property values and the ability to sell property in the Reserve. Fiscal impacts are not taken into consideration during the staff's review of proffer language in response to a request for a determination. For the reasons described above, the Appellant may exercise various means of recourse to come into compliance with Proffer 49. It also has excess parking spaces onsite and could seek to renegotiate a new parking agreement with the Meridian Property for additional off-site parking.

Summary

The Zoning Determination properly concluded that accepted proffers become part of the Zoning map for the property subject to the rezoning only and are not enforceable

² See Page 18 of Staff Report Applications RZ/FDP 2003-PR-008 (concurrent with application PCA 75-7-004-2) dated September 4, 2003 in Attachment 4.

Board Agenda Item
December 5, 2017

against an offsite property. Proffer 49 is therefore unenforceable against the Meridian Property. Accordingly, and for the reasons stated above, staff requests that the Board of Supervisors uphold staff's determinations in the May 30, 2017, letter.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Zoning Determination, dated May 30, 2017

Attachment 2: March 15, 2004, Clerk's Board Summary

Attachment 3: Letter dated June 28, 2017, to Clerk of the Fairfax County; Notice of Appeal of Zoning Determination for RZ/FDP 2003-PR-008 The Reserve at Tysons Corner

STAFF:

Robert A. Stalzer, Deputy County Executive

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

Leslie Johnson, Zoning Administrator, DPZ

Tracy Strunk, Director, Zoning Evaluation Division (ZED), DPZ

Suzanne Wright, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

Kelly M. Atkinson, Sr. Staff Coordinator, ZED, DPZ

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney



County of Fairfax, Virginia

Attachment 1

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

Lucia Anna Trigiani, Esq.
MercerTrigiani
112 South Alfred Street
Alexandria, VA 22314



May 30, 2017

Re: Interpretation for RZ/FDP 2003-PR-008; The Reserve at Tysons Corner; Tax Map Numbers 39-2 ((56)) A1, B3, 1-92, 39-2 ((1)) 13A5 and A6: Parking Obligation

Dear Ms. Trigiani:

This determination is in response to your letter of December 22, 2016, requesting an interpretation of the proffers, as well as the approved development conditions and Conceptual/Final Development Plan (C/FDP), accepted and approved in conjunction with the above-referenced application. As I understand it, you are requesting an interpretation of proffer language relating to parking on an adjacent offsite parcel. Specifically, your request concerns whether the proffers accepted in RZ/FDP 2003-PR-008 create a continuing obligation to provide offsite parking on an adjacent property (aka the "Meridian Property"). This determination is based upon your letter dated December 22, 2016, and Exhibit 1, entitled "Proffers RZ 2003-PR-008" dated March 14, 2004. Copies of this letter and exhibits are attached.

The subject property is located on the east side of Kidwell Drive, south of Leesburg Pike, west of Interstate 495 and south of Science Applications Court. The property is zoned PDH-30 pursuant to the approval of RZ 2003-PR-008 by the Board of Supervisors on March 15, 2004, with the Planning Commission approving FDP 2003-PR-008 on April 7, 2004, subject to proffers and development conditions. These applications permitted development of the property with 92 single-family attached and 478 multi-family dwelling units.

Prior to the approval of RZ/FDP 2003-PR-008, the subject property was part of a larger 33.74-acre property identified as Tax Map Number 39-2 ((1)) Parcel 13. This larger property was originally zoned to the I-P District (now I-3) pursuant to the approval of RZ 75-7-004 by the Board of Supervisors on October 29, 1975, subject to proffers. In 2003, two concurrent applications were submitted by Lincoln Property Company Southwest, Inc., in order to develop a portion of this overall property with the residential development described above. PCA 75-7-004-02 was submitted and approved on the entire 33.74 acres in order to delete 19.04 acres from RZ 75-7-004. RZ/FDP 2003-PR-008 was then approved, subject to proffers, to rezone that same 19.04 acres of land to the PDH-30 District. As the property included in all these applications was under single ownership, the proffers for both applications were signed by the same owner, Campus Point Realty Corporation II. The proffer at issue, however, was approved only in connection with the rezoning

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Department of Planning and Zoning
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5509
Phone 703 324-1290
FAX 703 324-3924
www.fairfaxcounty.gov/dpz/



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Page 2

of the 19.04-acre parcel. Subsequent to the approval of RZ/FDP 2003-PR-008, the property subject to RZ/FDP 2003-PR-008 was subdivided from the larger property via approved site plans and record plats.

The proffer at issue with your current request is Proffer 49 of RZ 2003-PR-008, which envisioned the provision of 150 overflow parking spaces on the Meridian Property. Proffer 49 states:

Prior to the approval of the final site plan on the Application Property¹, the Applicant shall provide evidence that a parking agreement is in place with the owners of the adjacent I-3 parcel identified as Tax Map 39-2 ((1)) part 13, permitting overflow parking from the Application Property to utilize parking facilities on the I-3 parcel. A minimum of 150 overflow parking spaces shall be available to all residents of the Application Property during non-business hours on weekdays (after 6:00 pm) and on weekends. This parking agreement shall be recorded in the land records of Fairfax County.

It appears, through submitted plans for the subject property, that compliance with Proffer 49 was demonstrated to Fairfax County through the recordation of a parking agreement in the land records of Fairfax County. You state that you believe the Declaration of Covenants, Restrictions and Easements recorded on January 28, 2005 in Deed Book 16927 at Page 2195 in the Fairfax County land records is the document meant to satisfy Proffer 49—specifically, Section 12.17 of the Declaration of Covenants, Restrictions and Easements as it relates to Overflow Parking Spaces.

The 150 overflow parking spaces were to be located offsite from the 19.04 acres zoned PDH-30, on the portion which retained its I-3 zoning - the Meridian Property (Tax Map Numbers 39-2 ((1)) 13D and 13E), which is currently owned by Tysons Enterprise West LLC and Tyson Enterprise East LLC, and is developed with two existing office/data center buildings and surface parking. In accordance with PCA 75-7-003-3 and SE 2015-PR-021, the Meridian Property will be redeveloped, in part, with a full-size athletic field and parking garage. You now state that the Reserve at Tysons Corner Association Board has been notified that the prior owner of the Meridian Property seeks to terminate the parking agreement with the Association.

In accordance with Section 18-201 of the Zoning Ordinance (“Ordinance”), Board of Supervisors approval of a rezoning application constitutes a permanent (unless further amended) amendment to the Zoning Map. Further, per Section 18-204, any proffered conditions submitted as part of the rezoning application and accepted by the Board of Supervisors become “part of the zoning regulations applicable to the subject property in question, unless subsequently changed by an amendment to the Zoning Map.” Therefore, an approved rezoning and accepted proffers become a part of the Zoning map only for the subject property included in the application, in this case the 19.04 acres described in the application for RZ/FDP 2003-PR-008. Proffer 49 was a commitment

¹ Proffer #1 associated with RZ 2003-PR-008 states that “Development of the Application Property shall be in substantial conformance with the Conceptual/Final Development Plan (CDP/FDP) prepared by VIKI Incorporated, consisting of thirteen (13) sheets dated January 17, 2003 as revised through March 11, 2004...” As shown on Sheet 2 of the CDP/FDP, the portion of the property rezoned to the PDH-30 District per RZ 2003-PR-008 contains 19.04 acres, which is the Application Property referenced in Proffer 49. Please refer to Appendix 1 depicting the 19.04 acres subject to RZ 2003-PR-008, which is from the Staff Report published as part of this rezoning application.

Lucia Anna Trigiani
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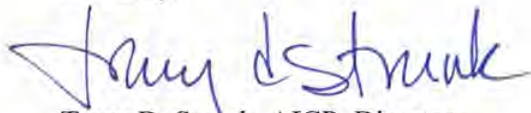
that required the demonstration of the provision of at least 150 overflow parking spaces on the offsite Meridian Property, which was to be secured via a parking agreement to be recorded in the land records. As noted above, this agreement was recorded in Deed Book 16927 at Page 2195 prior to the approval of the site plan, as required.

Proffer 49 specifically required that the overflow parking spaces on an offsite parcel were to be implemented by a private agreement. As noted above, accepted proffers become part of the Zoning map for the property subject to the rezoning only and are not enforceable against an offsite property. By referring to the Meridian Property as the "adjacent I-3 parcel," the proffer language makes clear that that property was not part of the Application property subject to the proffer.

Based on the foregoing, it is my determination that Proffer 49 remains in effect for the 19.04 acres included in RZ 2003-PR-008. Although Proffer 49 remains in effect, a proffer violation cannot be enforced on Meridian because the proffer does not apply to them. The proffer can be removed only through a Proffered Condition Amendment (PCA) application approved by the Board of Supervisors. Information on how to apply for a PCA can be found on our website at: <http://www.fairfaxcounty.gov/dpz/zoning/applications/>.

The determination has been made in my capacity as duly authorized agent of the Zoning Administrator and address only those issues discussed herein and not any separately recorded private agreements. If you have any questions regarding this interpretation, please feel free to contact Kelly M. Atkinson at (703) 324-1290.

Sincerely,



Tracy D. Strunk, AICP, Director
Zoning Evaluation Division, DPZ

N:\Interpretations\Reserve At Tysons Corner RZ 2003-PR-008\2017-02-22 Proffer Interpretation Response - Reserve At Tysons Corner RZ 2003-PR-008.Doc

Attachments: A/S

Cc: Linda Smyth, Supervisor, Providence District
Phillip Niedzielski-Eichner, Planning Commissioner, Providence District
Laura Gori, Esq., Assistant County Attorney, Office of the County Attorney
Diane Johnson-Quinn, Deputy Zoning Administrator, Permit Review Branch, ZAD, DPZ
Ellie Coddling, Acting Director, Code Development and Compliance Division, LDS
Ken Williams, Manager, Site and Technical Services, LDS
Michael Davis, Section Chief for Site Analysis, DOT
Suzanne Wright, Chief, Special Projects/Applications Management Branch, ZED, DPZ
Tysons Enterprise West, LLC, Owner, Tax Map 39-2 ((1)) 13D
Tyson Enterprise East, LLC, Owner, Tax Map 39-2 ((1)) 13E
File: RZ 2003-PR-008, PCA 75-7-004-03 and SE 2015-PR-021, PI 17 01 001, Imaging

MERCERTRIGIANI

Lucia Anna Trigiani
Pla.Trigiani@MercerTrigiani.com

Direct Dial: 703-837-5008
Direct Fax: 703-837-5018

December 22, 2016

OVERNIGHT MAIL

Barbara C. Berlin
Director of the Zoning Evaluation
Division Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

RE: Proffer RZ 2003-PR-008 dated March 14, 2004
Zoning Interpretation Request

Dear Ms. Berlin:

This firm represents The Reserve at Tysons Corner Association, Inc. ("Association"). The Association Board of Directors ("Association Board") has requested our assistance in submitting this interpretation request to you for consideration and response.

Background

The Association is a Virginia nonstock corporation responsible for the operation and administration of property located in Fairfax County, Virginia known as The Reserve at Tysons Corner ("Reserve Property").

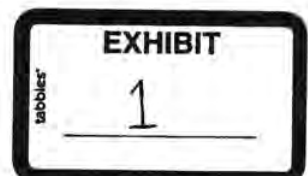
The Reserve Property is subject to a Declaration of Covenants, Conditions, Restrictions and Reservations of Easements recorded on March 24, 2006 in Deed Book 18311 at Page 1041 among the Fairfax County land records ("Land Records") and amended by the First Amendment to Declaration of Covenants, Restrictions and Reservation of Easements recorded on August 27, 2008 in Deed Book 20085 at Page 425 among the Land Records (as amended, the "Master Declaration"). A copy of the Declaration is enclosed behind Exhibit 1.

The Reserve Property is also subject to Declaration of Covenants, Restrictions and Easements ("SAIC Declaration") which was recorded on January 28, 2005 in Deed Book 16927 at Page 2195 by Campus Point Realty Corporation ("Campus"), which presumably owned the Reserve Property at that time – prior to creation of the Association. The Reserve Property is referred to as *Parcel 1* in the SAIC Declaration. A copy of the SAIC Declaration is enclosed behind Exhibit 2.

The SAIC Declaration also encumbers property located immediately north of the Reserve Property (on the north side of Science Applications Court) – referred to as *Parcel 2* in the SAIC Declaration ("Meridian Property"), which is owned or was recently owned by the Meridian

112 South Alfred Street • Alexandria, Virginia 22314
telephone: (703) 837-5000 • fax: (703) 837-5001

www.MercerTrigiani.com



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Barbara C. Berlin

December 22, 2016

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Group or its affiliates. The Meridian Property is in the process of being redeveloped into a project we believe is referred to as *Tysons Technology Center*. The Meridian Property, or a portion thereof, is currently under contract or has sold to another party as of the date of this letter. To our knowledge, the Meridian Property, as subdivided, consists of property identified as Tax Map Numbers 039-01-0013D and 039-2-01-0013E.

We also believe that the Meridian Property is subject to development conditions imposed by Fairfax County pursuant to Proffers RZ 2003-PR-008 dated March 14, 2004 ("Conditions") – referred to as the *Application Property* therein. A copy of the Conditions is enclosed behind **Exhibit 3**. Number 49 of the Conditions provides:

Prior to approval of the final site plan on the Application Property, the Applicant shall provide evidence that a parking arrangement is in place with the owners of the adjacent I-3 parcel identified as Tax Map 39-2 ((1)) part 13, permitting overflow parking from the Application Property to utilize parking facilities on the I-3 parcel. A minimum of 150 overflow parking spaces shall be available to all residents of the Application Property during non-business hours on weekdays (after 6:00 p.m.) and on weekends. This parking agreement shall be recorded in the land records of Fairfax County.

The foregoing condition requires the owner of the Meridian Property to make available to residents of the Reserve Property a minimum of 150 "overflow" parking spaces on the Meridian Property. We are unaware of this condition being subsequently amended. The condition is *unqualified* in terms of its permanency.

Section 12.17 of the SAIC Declaration contemplates the overflow parking requirement, presumably in response to Number 49 of the Conditions. Section 12.17 provides:

The Parcel 2 Owner shall provide to the Parcel 1 Owner, for the benefit of the residents of Parcel 1, the right to use a minimum of 150 parking spaces on Parcel 2 during non-business hours on weekdays (i.e. after 6:00 p.m.) and on weekends ("Overflow Parking"). Prior to the sale or rental of the first housing units on Parcel 1, the Parcel 1 Owner or the Master Association shall establish, subject to the reasonable approval of the Parcel 2 Owner, reasonable rules and regulations for the use of the Overflow Parking. The Master Association (or, before there is a Master Association, the Parcel 1 Owner) shall enforce such rules and regulations. If the Parcel 1 Owner of the Master Association, as applicable, fails to establish and/or enforce such rules and regulations, in addition to any other remedies that may be available to it, the Parcel 2 Owner shall have the right to terminate the Parcel 1 Owner's right to use the Overflow Parking by sending a notice to the Parcel 1 Owner and, if the Parcel 2 Owner so elects, recording the same in the land records.

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Barbara C. Berlin
 December 22, 2016
 Page 3

However, unlike Condition 49, the language in Section 12.17 is *qualified* in that it provides that the Parcel 2 Owner (the owner of the Meridian Property) can *unilaterally* terminate the overflow parking arrangement if rules and regulations are not promulgated within a certain time frame.¹

Less than two weeks ago, in conjunction with the sale of the Meridian Property, Meridian presented the Association Board with a copy of a Parking Agreement for execution contemplating reduced parking (under the 150 required parking spaces) during construction on the Meridian Property, as well as a right of the owner of the Meridian Property to unilaterally terminate the Parking Agreement (and the right of the Association to park on the Meridian Property) with 30 days' prior written notice.

Because the Association will not execute the Parking Agreement in substantially the form presented to the Association Board, counsel for Meridian yesterday advised that Meridian will now terminate the right of the Association residents to use the overflow parking on the Meridian Property pursuant to the termination language contained in 12.17 of the SAIC Declaration. The Board anticipates this letter will be received shortly.

We believe that termination of the right of Reserve Property residents to overflow parking on the Meridian Property is in direct contravention of the requirement that Meridian make at least 150 parking spaces available to such residents pursuant to Number 49 of the Conditions, which although establishes limitations on such parking, does not contemplate termination.

Inquiry

With the foregoing context, the Association Board respectfully requests the following question be answered:

Is the owner of the Meridian Property entitled to terminate the right of individuals residing on the Reserve Property to 150 overflow parking spaces on the Meridian Property under Number 49 of the Conditions?

In conjunction with this question, the Association Board requests, pursuant to the Freedom of Information Act, copies of all documents in Fairfax County's possession pertinent to these inquiries which are not included with this correspondence. Please advise whether there is a cost associated with providing copies of these documents.

¹ The Master Declaration also makes reference to this overflow parking, although it is not so qualified. Specifically, Article XIV, Section 8 provides: *The Property is benefitted by the right to the use of the "Overflow Parking" as described in Section 12.17 of the SAIC Declaration. It is expressly agreed that the Association is empowered to act on behalf of all Lot Owners with respect to the use and maintenance of the Overflow Parking and any dealings in connection therewith the owner of the land on which such Overflow Parking is located. The Association shall have the right to promulgate from time to time and enforce reasonable, non-discriminatory rules and regulations with respect to the use of such Overflow Parking by the Lot Owners and Residents.*

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Barbara C. Berlin
December 22, 2016
Page 4

Should you have any questions, please contact me directly. Your consideration of this matter is greatly appreciated.

Sincerely,



Lucia Anna Trigiani

LAT/jlr

Enclosures - Exhibits 1, 2, 3 and 4 and Application Fee

cc: Supervisor Linda Smyth

The Reserve at Tysons Corner Association, Inc. Board of Directors

#131072

LINCOLN PROPERTY COMPANY SOUTHWEST INC.**PROFFERS****RZ 2003-PR-008****March 14, 2004**

Pursuant to Section 15.2-2303(a), Code of Virginia, 1950 as amended, and subject to the Board of Supervisors approving a rezoning to the PDH-30 District for property identified as Tax Map 39-2 ((1)) part 13 (hereinafter referred to as the "Application Property"), Lincoln Property Company Southwest, Inc., the Applicant in RZ 2003-PR-008 proffers for the owners, themselves, and their successors and assigns the following conditions. In the event that this Application is approved, any previous proffers for the Application Property are hereby deemed null and void and hereafter shall have no effect on the Application Property.

Development Plan

1. Development of the Application Property shall be in substantial conformance with the Conceptual Plan/Final Development Plan (CDP/FDP) prepared by VIKA Incorporated, consisting of thirteen (13) sheets dated January 17, 2003 as revised through March 11, 2004, which CDP/FDP proposes a maximum of 570 dwelling units (including ADUs), with a maximum of 92 single family attached dwellings and 478 multi-family dwelling units. With the development of 570 dwelling units, there will be a minimum of 30 affordable dwelling units provided, based on compliance with Section 2-800 of the Zoning Ordinance. . If fewer number of market rate units are built, a proportionately fewer number of ADUs will be provided. The Generalized Development Plan for companion application PCA 75-7-004-2 is shown on Sheets 4 and 5.

Secondary uses shall be limited to unmanned bank teller machines, swimming pool and associated facilities, fitness centers, basketball half-court/racquetball court/sports court, business/telecommuting centers, video/entertainment centers, leasing offices, recreational/community rooms, outdoor recreational uses, and other accessory uses typically provided in multi-family communities.

2. Notwithstanding that the CDP/FDP is presented on thirteen (13) sheets and said CDP/FDP is the subject of Proffer 1 above, it shall be understood that the CDP shall be the entire plan shown on Sheets 2 and 3, relative to the points of access, the maximum number and type of dwelling units, the amount of open space, the general location and arrangement of buildings and parking, and the peripheral setbacks. The Applicant or successors have the option to request a FDPA for elements other than the CDP elements from the Planning Commission for all of or a portion of the CDP/FDP in accordance with the provisions set forth in Section 16-402 of the Zoning Ordinance, if in conformance with the approved CDP and proffers.
3. Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications from the CDP/FDP may be permitted as determined by the Zoning Administrator. The



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Applicant or successors shall have the flexibility to modify the layouts shown on Sheets 2 and 3 of the CDP/FDP without requiring approval of an amended CDP/FDP provided such changes are in substantial conformance with the CDP/FDP as determined by the Department of Planning and Zoning ("DPZ") and do not increase the number of dwelling units, decrease the amount of open space, or decrease the setback from the peripheries.

4. Advanced density credit shall be reserved as may be permitted by the provisions of Paragraph 5 of Section 2-308 of the Fairfax County Zoning Ordinance for all eligible dedications described herein, including road dedications, park dedications and school dedications, or as may be required by Fairfax County or Virginia Department of Transportation ("VDOT") at the time of site plan approval.

Owner Associations

5. Prior to the issuance of the first Residential Use Permit ("RUP") on the Application Property, the Applicant shall establish an Umbrella Owners Association ("UOA") in accordance with Virginia law. Individual homeowner associations and/or condominium owners associations ("HOA/COAs") shall be formed for various areas of the Application Property in accordance with Virginia law. Each HOA/COA and rental component shall be a member of the UOA with voting rights based on the number of dwelling units within each. The respective UOA and HOA/COA documents shall specify the maintenance obligations as may be outlined in these proffers and as may be agreed upon between the HOA/COAs and rental components.

Transportation

6. At the time of site plan approval, or upon demand by Fairfax County, whichever shall occur first, the Applicant shall dedicate and convey in fee simple to the Board of Supervisors right-of-way along the Application Property's Gallows Road frontage measuring a minimum of seventy-four (74) feet from the existing centerline as shown on Sheet 3 of the CDP/FDP.

Townhouse units fronting on Gallows Road shall be set back a minimum of 15 feet from the dedicated right-of way. Initial purchasers of the townhouses along Gallows Road shall be advised in writing prior to entering into a contract of sale that Gallows Road is planned to be widened in the future.

7. At the time of site plan approval, the Applicant shall escrow the cost of constructing a future right-turn deceleration lane along the Gallows Road frontage of the Application Property, in an amount to be determined by Department of Public Works and Environmental Services ("DPWES"). The escrow shall include the cost of relocating, if determined necessary, the underground utilities existing at the time of rezoning approval which include a fiber optic line and water easement. This new turn lane is anticipated to

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RZ 2003-PR-008
Page 3

be needed at such time as the existing right-turn deceleration lane becomes a future through lane on Gallows Road.

8. The Applicant shall construct extensions of the existing left turn lanes on northbound Gallows Road at the Merry Oaks Lane intersection and southbound Gallows Road at Science Applications Court within the existing right-of-way as may be approved by DPWES and VDOT. Such extensions, if permitted, shall be completed prior to the issuance of the 100th Residential Use Permit (RUP) for the Application Property.
9. Science Applications Court shall remain a private street. Commensurate with development of the Application Property, the Applicant shall construct improvements to Science Applications Court on a new alignment as shown on the CDP/FDP. The Science Applications Court approach to Gallows Road shall accommodate two lanes entering and three lanes exiting the Application Property.
10. Prior to site plan approval, the Applicant shall perform a warrant analysis to determine if a traffic signal is warranted at the intersection of Gallows Road and Madrillon Road. If the study shows a signal is warranted now or will be warranted with the build-out of the Application Property, the Applicant shall escrow the sum of \$25,000 with DPWES at the time of first site plan approval towards the design and installation of said traffic signal at the intersection of Gallows Road and Madrillon Road. If the signal has not been installed within five (5) years of the date of the rezoning approval, the escrowed amount shall be redirected to the Providence District Trails Fund.
11. The Applicant shall provide one (1) bus shelter along its Gallows road frontage with specific location determined by WMATA. The bus shelter shall be the typical open type and the installation shall be limited to the concrete pad, the shelter itself and a trash can. No bus turn outs or special lanes shall be provided by the Applicant. If, by the time of final bond release, WMATA has not determined the exact location of the bus shelter, the Applicant shall escrow the amount of \$20,000 with DPWES for the installation of a bus shelter by others in the future. Once installed, the bus shelter and trash can shall be maintained by the Application Property's UOA. Initial purchasers shall be advised in writing prior to entering into a contract of sale that the UOA shall be responsible for the maintenance of the bus shelter. The UOA/HOA/COA documents shall specify that the UOA is responsible for the maintenance of the bus shelter.

At the time of final site plan approval, the Applicant shall escrow the amount of \$20,000 with DPWES for the installation of a bus shelter by others along the southbound frontage of Gallows Road in the vicinity of the Merry Oaks Lane intersection, with the specific location determined by WMATA. If, by the time of final bond release, WMATA has not determined the exact location of the bus shelter, the \$20,000 escrow shall be redirected to DPWES for funding of another shelter elsewhere in the Dunn Loring/Tysons Corner area.

12. At the time of site plan approval, the Applicant shall dedicate in fee simple to the Board of Supervisors right-of-way along the Application Property's I-495 frontage measuring 25

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feet from the existing right-of-way as shown on Sheet 3 of the CDP/FDP. The Applicant shall provide ancillary utility and grading easements to a width determined by VDOT provided VDOT reconstructs any permanent improvements and landscaping disturbed with use of the easement. Subject to approval of a licensing agreement with Fairfax County, the Applicant shall maintain and have the usage of the dedicated area for open space until such time as construction of the I-495 improvements commence.

13. The use of mass transit, ride-sharing and other transportation strategies shall be utilized to reduce single occupancy vehicular (SOV) traffic from the Application Property during peak hours by a minimum of 20 percent of the trips generated according to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition. The transportation demand management ("TDM") plan shall consist of at least two Level 3 TDM elements as outlined in Attachment A and as defined by Fairfax County Department of Transportation ("FCDOT") for residential communities, in order to achieve the equivalent Level 4 (Platinum) program status. Tenants and purchasers shall be advised of this transportation strategy development proffer.

The Applicant shall designate an individual(s) to act as the Transportation Coordinator(s) whose responsibility shall be to implement the TDMs in coordination with the FCDOT. The transportation strategies management position may be a part of other duties assigned to the individual(s). The transportation management strategies shall be implemented after issuance of the 200th RUP for the Application Property. Strategies shall include the following:

- A. Providing amenities for bicycle storage;
- B. Providing a telecommuting center for all residents' use with the potential for upgrading to T-1 or similar secure lines;
- C. Providing internet connections in all dwelling units to facilitate working at home;
- D. Providing a concierge service/central area where residents can arrange certain services such as dry cleaning/pharmacy/grocery deliveries;
- E. Sidewalk system designed to encourage/facilitate pedestrian circulation; and
- F. Participation in a shuttle service as outlined in Proffer 14.

Strategies may include the following:

- A. Participation in the Fairfax County Ride Share Program;
- B. Dissemination of Ridesharing information in residential lease and purchase packages;
- C. Making ridesharing display maps and forms available to in each multi-family building;
- D. Providing Metro checks with rental contracts;
- E. Instituting a "Preferred Employer" program for SAIC offering reduced application fees, reduced deposits, and other incentives to encourage SAIC employees to live on the Application Property;

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RZ 2003-PR-008
Page 5

- F. Implementing a comprehensive Ozone Action Days Program;
- G. Developing a web page for residents of the Application Property describing and updating information on TDM strategies and services; and
- H. Any other strategies found to be effective in reducing the number of single-occupancy vehicle trips, mutually agreed upon by the Applicant and FCDOT.

The Transportation Coordinator may work with adjacent homeowner associations to develop and share carpool, vanpool and other ride sharing information.

The Applicant shall notify FCDOT of the date that the TDM strategies are implemented. One year after the TDM strategies are implemented the Applicant shall conduct a survey of residents, visitors and employees to determine the transportation characteristics of building tenants and employees. This survey will form the basis of the on-going transportation management program.

Annually thereafter, the Transportation Coordinator shall conduct a multi-modal transportation split survey of the residents to demonstrate whether the goal of reducing SOV trips by 20 percent has been met during peak hours. The Transportation Coordinator shall prepare an annual report, in coordination with, and for review and approval of the FCDOT, which shall include the results of the survey and assess the success of the TDM strategies in reaching the stated goal and recommend adjustments in TDM strategies.

If the annual multi-modal transportation split surveys indicate that a reduction of SOV trips by 20 percent has not occurred, \$40.00 per occupied dwelling unit shall be contributed annually to a TDM fund for the Application Property until such time as the reduction has occurred. The TDM fund shall be used by the Transportation Coordinator to implement existing or new strategies to reduce SOV trips during peak hours. The terms of this proffer with regard to contributing to a TDM fund shall expire fifteen (15) years after the last RUP is issued.

14. The Applicant shall provide a shuttle bus/van service from the Application Property to the Dunn Loring Metro Station and other office campuses within Tysons Corner. The Applicant may provide this shuttle service in concert with an existing shuttle service provided by the adjacent I-3 property and may share in the cost of operation. The shuttle service shall be provided to meet peak hour demand and shall, at a minimum, operate on weekdays (except for federal holidays) for three hours during the morning peak and three hours during the evening peak. The shuttle service shall commence prior to the occupancy of the 200th RUP on the Application Property and shall operate for at least three years following the issuance of the last RUP. Cost of the shuttle service shall be borne by the UOA. Initial purchasers shall be advised in writing prior to entering into a contract of sale that the UOA will fund the cost of operating the shuttle. The UOA/HOA/COA documents shall expressly state that the UOA shall be responsible for operation of the shuttle. If it is determined by the Applicant that demand for the shuttle service does not warrant continuation, the Applicant may elect to cease operation.

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Page 6.

However, the Applicant shall provide ninety (90) days advance written notification to residents of the Application Property and FCDOT of the planned cessation of shuttle service. In addition, if FCDOT determines that the shuttle service interferes with the public bus service and notifies Applicant of same, the Applicant shall cease operation of the shuttle service upon ninety (90) days advance written notification to residents.

15. All private streets shall be constructed with materials and depth of pavement consistent with public street standards in accordance with the Public Facilities Manual, as determined by DPWES. The Applicant and subsequent UOA/HOA/COAs shall be responsible for the maintenance of all private streets. Initial purchasers shall be advised in writing prior to entering into a contract of sale that the UOA/HOA/COAs will be responsible for the maintenance of the private streets. The UOA/HOA/COA documents shall expressly state that the individual HOA/COA or rental component shall be responsible for the maintenance of the private streets serving that entity's development area.
16. The Applicant shall make a cash contribution to a fund administered by the FCDOT to be used toward Tysons Corner Area transportation improvements. The amount of the contribution shall be in keeping with the policy and formula adopted by the Board of Supervisors at the time of the approval of the rezoning (anticipated to be \$734.00 per dwelling). Using the rezoning approval date as the base date, this cash contribution shall be adjusted accordingly to the construction cost index as published in the *Engineering News Record*. The contribution shall be paid in two equal (2) installments; the first installment to be paid at the issuance of the first RUP; the remaining installment shall be paid twelve (12) months later, but no later than final bond release.
17. The Applicant shall install appropriate warning signage and/or markers on the east side of Gallows Road as determined by VDOT, advising motorists of the curve in Gallows Road immediately north of Science Applications Court. If by the time of final bond release for the Application Property, VDOT has not determined what signers or markers would be appropriate, the Applicant's obligation under this proffer shall be null and void.
18. To increase pedestrian safety crossing Gallows Road at Science Applications Court, the Applicant shall make the following improvements subject to VDOT approval:
 - A. Widen the existing concrete median located on the northern Gallows Road approach to a width of six (6) feet to provide for a pedestrian refuge. This shall be accomplished by shifting the Gallows Road curbing along the Application Property's frontage.
 - B. Re-paint the pedestrian crosswalk.
 - C. Install a new pedestrian signal that counts down the time available to cross the road.
 - D. Work with VDOT to ensure adequate crossing time.

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- E. Install "no turn on red while pedestrians are present" signage on the Gallows Road northern approach and on Merry Oak Lane's eastbound approach to the intersection.
19. The Applicant shall construct a secondary emergency only access point onto Gallows Road as shown on the CDP/FDP, commensurate with development of the townhouse section. This access shall be constructed of grasscrete, ritter rings or other similar materials and shall be chained at the property line so that it is used only in emergency situations.

Architectural/Landscaping Details

20. The architectural design of the multi-family buildings and townhomes shall be in substantial conformance with the general character of the elevations shown on Sheet 13. The Applicant reserves the right to refine the elevations as a result of final architectural design, so long as the character and quality of design remains consistent with those shown. The townhouses shall be a maximum of three stories above grade with an additional optional loft incorporated into the roof structure (maximum building height of 45 feet). Building materials may include one or more of the following: brick, stone, pre-cast concrete, siding, stucco (excluding dryvit or other similar synthetic stucco material) and glass. Building facades will be predominantly masonry. The façade of the parking structure associated with Building 2 shall be predominantly either masonry or pre-cast concrete.

A copy of the architectural plans shall be submitted to the Providence District Planning Commissioner for review and comment prior to final site plan approval. At the time of each submission of the final site plan to the County, a copy of the submission shall be provided to the Providence District Planning Commissioner for review and comment.

21. A landscape plan shall be submitted as part of the first and all subsequent submissions of the site plan and shall be coordinated with and approved by the Urban Forester. This plan shall be in substantial conformance with the landscape concepts plan as to quantity and quality of plantings, and in general conformance with the location of plantings as shown on Sheets 6. The Applicant shall work with the Urban Forester to select plant species that in addition to meeting other landscaping requirements such as durability, availability and aesthetics, also aid in the maintenance of air quality. Location of plantings may be modified based on utility location, sight distance easements, and final engineering details as approved by the Urban Forester, but shall be consistent in the number and type of plantings.
22. The design details shown on Sheets 6, 8, 9 and 10 submitted with the CDP/FDP illustrate the design intent and overall community organization of the proposed development. Landscaping and on-site amenities shall be substantially consistent in terms of character and quantity with the illustrations and details presented on these sheets. Specific features

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such as exact locations of plantings, pedestrian lighting, sidewalks to individual units, etc. are subject to modification with final engineering and architectural design. Landscaping and on-site amenities shall include:

- a. A landscaped entry feature to be provided on site to include an entrance monument and/or signage, ornamental trees and shrubs;
- b. Installation of streetscape elements and plantings along the Application Property's Gallows Road frontage as shown on Sheets 6 and 10 of the CDP/FDP. A planting strip a minimum of six (6) feet in width shall be provided between the future curb of Gallows Road anticipated with construction of an additional lane and the proposed asphalt trail. Street trees on the east side of the trail shall be planted at twice the density as street trees in the planting strip west of the trail, as shown on Sheet 10 of the CDP/FDP. Street trees shall be a minimum of three-inch caliper at the time of planting. Trees located within VDOT rights-of-way are subject to VDOT approval.
- c. Installation of streetscape elements and plantings along the south side of Science Application Court as shown on Sheet 9 of the CDP/FDP.
- d. A large community green in the eastern portion of the Property as shown on Sheet 8 of the CDP/FDP. This passive recreational area shall include pedestrian pathways, specialized landscaping, seating areas, and pedestrian lighting and shall be available for use by all residents of the Application Property.
- e. Landscaped courtyards within the multi family Buildings 2 and 3 as shown on Sheet 6 and detailed on Sheet 8 of the CDP/FDP. These courtyards shall incorporate a courtyard walk, special paving areas with seating or picnic areas, a mixture of deciduous, evergreen and ornamental plantings, and a lawn panel. Each courtyard may vary in design detail and amenities.

Sidewalk/Trails

23. The Applicant shall provide sidewalks on both sides of Science Applications Court and throughout the Application Property linking buildings as shown on Sheet 6 of the CDP/FDP. Such construction shall occur commensurate with the development of each section of the Application Property. In addition, the Applicant shall construct a minimum five (5) foot wide asphalt trail around the stormwater management pond and between the I-495 frontage and the proposed parking garage as shown on the CDP/FDP. Trail construction shall occur concurrently with the construction of the stormwater management ponds.

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24. The Applicant shall construct an eight (8) foot wide asphalt trail within the dedicated right-of way along the Gallows Road frontage as shown on Sheets 6 and 10 of the CDP/FDP.

Environment

25. All outdoor lighting fixtures shall be in accordance with the Performance Standards contained in Part 9 (Outdoor Lighting Standards) of Article 14 of the Zoning Ordinance. Fixtures used to illuminate residential streets, parking areas and walkways shall not exceed twenty (20) feet in height, shall be of low intensity design and shall utilize full cut-off fixtures which shall focus directly on the Application Property. All upper level parking deck lighting fixtures shall not exceed the height of the parapet wall. Lighting on the lower level of parking decks shall be installed between the ceiling beams to reduce glare.

To prevent parking deck lighting impacts on Tysons Executive Village, the southern façade of the parking deck located adjacent to I-495 shall be solid including a solid garage door or panel door which will not allow light to pass through.

26. Signage on the Application Property shall be provided in accordance with Article 12 of the Zoning Ordinance. If lighted, signage shall be internally lighted or directed downward.
27. Unless modified by DPWES, the Applicant shall provide stormwater detention and Best Management Practices as required by the Public Facilities Manual (PFM) and as depicted on the CDP/FDP in up to three enhanced extended detention facilities. Plantings shall be provided within these ponds to the extent permitted by the PFM. The design of the southern pond will require a modification of the PFM to allow the installation of a dam cut-off wall. The ponds shall be maintained by the UOA, in association with the owners of the commercial structures governed by PCA 75-7-004-2.
28. Within 90 days of the Board's approval of the rezoning of the Application Property, the Applicant shall submit a written comparative analysis to the Tysons Executive Village ("TEV") Homeowners Association Board of Directors [Tax Map 39-2 ((48))], DPWES, and the Providence District Supervisor analyzing the effects of existing and future development on the existing wet pond in the TEV subdivision for the entire watershed of the pond and comparing the advantages and disadvantages of converting it to a dry pond or maintaining it as a wet pond. The TEV HOA shall be given the opportunity to review the analysis and provide a written determination to the Applicant and Providence District Supervisor as to its decision to maintain or convert the pond. As a result of that determination and after review of that analysis by DPWES, the Applicant shall undertake the following actions:
- a. If TEV elects to maintain their stormwater management facility as a wet pond, the Applicant shall remove accumulated sediment from the pond and restore the pond

it to its originally designed storage capacity at no cost to TEV. Such improvement shall be made concurrent with initiation of clearing and grading on the Application Property subject to TEV providing any necessary permission and/or easements at no cost to the Applicant. The Applicant shall perform a bathometric survey of the TEV pond following completion of the pond improvements and shall perform a second bathometric survey following completion of construction on the Application Property. Should these surveys show an unacceptable level of sedimentation has occurred, as determined by DPWES, the Applicant shall restore the pond to its approved storage volume prior to final bond release on the Application Property.

The Applicant shall then enter into an agreement with TEV agreeing to pay its proportionate share of all future pond maintenance costs (as defined in said agreement). Said agreement shall be recorded in the land records.

- b. If TEV elects to convert their wet pond to a dry pond, the Applicant shall revise the TEV site plan accordingly and shall make the necessary improvements at no cost to TEV subject to TEV's written authority to do so and subject to DPWES approval. Landscaping in the pond shall be provided by Applicant as permitted by the Urban Forester and DPWES. In order to convert the pond it is understood that it may be necessary to provide Best Management Practices (BMPs) for TEV on the Application Property. Conversion of the pond shall occur concurrent with clearing and grading activities on the Application Property provided 1) the TEV site plan revision has been approved; and 2) TEV provides any necessary permission and/or easements at no cost to the Applicant. If the TEV site plan revision is not approved and/or necessary easements not provided prior to clearing and grading activities on the Application Property, the Applicant shall delay conversion of the pond until necessary approvals and easements are obtained but shall be allowed to proceed with clearing, grading and construction on the Application Property. Once the pond has been converted to a dry pond, TEV shall petition Fairfax County to accept maintenance of the pond. The Applicant shall be responsible for any additional improvements needed to ensure County acceptance.
- c. The Applicant shall bond these public improvements in keeping with standard County policies.

If TEV does not provide a written determination to the Applicant and Providence District Supervisor within 60 days of its receipt of the Applicant's written comparative analysis, the Applicant shall implement improvements specified in Paragraph "a" above.

- 29. In an effort to mitigate existing drainage problems within the adjacent Courts of Tysons ("COT") community, the Applicant shall:

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- a. Design and install a storm drain system to intercept stormwater from Gallows Road currently being piped along the COT northern boundary line. The new system shall redirect this storm drainage through the Application Property as generally shown on the CDP/FDP.
 - b. Provide an underground TV inspection of the condition of the existing storm drain from Gallows Road to the proposed intercepts and correct any breaks, malfunctions, or sedimentation found, as determined necessary and approved by DPWES. Implementation of this proffer is dependent on the COT granting any necessary easements or letters of permission at no cost to the Applicant.
 - c. The Applicant shall bond these public improvements in keeping with standard County policies.
30. A tree preservation plan shall be submitted as part of the site plan in conformance with the tree save areas shown on the CDP/FDP. The preservation plan shall be prepared by a professional with experience in the preparation of tree preservation plans, such as a certified arborist or landscape architect, and reviewed and approved by the Urban Forestry Division. The tree preservation plan shall consist of a tree survey that includes the location, species, size, crown spread and condition rating percentage of all trees twelve (12) inches in diameter and greater within fifteen (15) feet of either side of the limits of clearing and grading. The condition analysis ratings shall be prepared using methods outlined in the latest edition of the *Guide for Plant Appraisal* published by the International Society of Arboriculture.

All trees shown to be preserved on the tree preservation plan shall be protected by tree protection fence. Tree protection fencing using four 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, shall be erected at the limits of clearing and grading as shown on the CDP/FDP. All tree protection fencing shall be installed prior to any clearing and grading activities, including the demolition of any existing structures. Three (3) days prior to the commencement of any clearing, grading, or demolition activities, the Urban Forestry Division shall be notified and given the opportunity to inspect the site to assure that all tree protection devices have been correctly installed.

The Applicant shall strictly conform to the limits of clearing and grading as shown on Sheet 3 of the CDP/FDP.

The limits of clearing and grading shall be marked with a continuous line of flagging prior to the pre-construction meeting. Before or during the pre-construction meeting, the limits of clearing and grading shall be walked with an Urban Forestry Division representative to determine where minor adjustments to the clearing limits can be made to increase the survivability of trees at the edge of the limits of clearing and grading. Representatives of the COT and TEV HOAs shall be invited to participate in walking the

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limits of clearing and grading adjacent to their communities with the Applicant and the Urban Forester. Trees that are not likely to survive construction due to their species and/or their proximity to disturbance will also be identified at this time and removed as part of the clearing operation.

Any trees identified to be preserved adjacent to the COT, Courthouse Station and TEV property lines, which fail to survive within two years following construction activity shall be replaced by the Applicant with species as determined appropriate by the Urban Forester, in consultation with designated representatives of the COT HOA, Courthouse Station HOA, and TEV HOA and the UOA for the Application Property. To supplement the normal conservation escrow required, the Applicant shall post an additional \$10,000 in the conservation escrow at the time of site plan approval to ensure replacement of construction damaged trees.

31. A fence a minimum of six feet in height shall be provided between the southernmost stormwater management pond on the Application Property and the adjacent TEV, Courthouse Station, and COT subdivisions as depicted on the CDP/FDP. The fence shall be constructed with masonry piers and wooden inserts. The fence shall be field located, with review by the Urban Forester, to ensure minimal disturbance to existing vegetation. Deciduous and evergreen trees shall be installed between the wall/fence and adjacent subdivisions to supplement existing vegetation to be preserved, as determined by the Urban Forester. Any trees identified to be preserved which fail to survive a two year period following construction shall be replaced by the Applicant with species determined appropriate by the Urban Forester, in consultation with designated representatives of the COT HOA, Courthouse Station HOA, and TEV HOA and the UOA for the Application Property.

Installing the above-referenced fence will result in a double set of fencing along the COT eastern boundary. If, in the future, both the COT HOA and the UOA for the Application Property jointly decide to eliminate the second fence located inside the Application Property, nothing in this proffer should prevent removal of that fence. In the event the removal of such second fence is jointly decided, a shared fence maintenance agreement for the eastern boundary of COT shall be executed prior to any removal.

32. Within the tree save area shown on the Application Property immediately north of the COT and around the south end of the Kidwell Drive cul-de-sac, the Applicant shall provide supplemental evergreen and deciduous trees as determined by the Urban Forester in consultation with the COT HOA and Heritage Point HOA in an effort to create an effective year round screen. Care shall be taken to retain healthy quality vegetation to the maximum extent possible, while augmenting the screening opportunities.
33. All units constructed on the Application Property shall meet the thermal standards of the CABO Model Energy Program for energy efficient homes, or its equivalent, as determined by DPWES for either electric or gas energy homes, as applicable.

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34. Polysonics Corp. has prepared a Traffic Noise Analysis of the Application Property dated August 2003. This report provides an analysis of noise impacts associated with I-495 and Gallows Road. Based on the findings of that report, the Applicant shall provide the following noise attenuation measures:

- a. In order to reduce interior noise associated with Interstate 495 to a level of approximately 45 dBA Ldn, the garage associated with Building 3 shall be utilized as a noise attenuation barrier as shown on the CDP/FDP.
- b. In order to reduce interior noise to a level of approximately 45 dBA Ldn, for units which are projected to be impacted by highway noise from I-495 having levels projected to be greater than 70 dBA Ldn after the garage is in place, located on the eastern façade of Building 2 and the northern and southern facades of Building 3, these units shall be constructed with the following acoustical measures:

Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 45. Doors and glazing shall have a laboratory STC rating of at least 37 unless glazing constitutes more than 20% of any façade exposed to noise levels of Ldn 65 dBA or above. If glazing constitutes more than 20% of an exposed façade, then the glazing shall have a STC rating of at least 45. All surfaces shall be sealed and caulked in accordance with methods approved by the American Society for Testing and Materials (ASTM) to minimize sound transmission.

- c. In order to reduce interior noise to a level of approximately 45 dBA Ldn for units which are projected to be impacted by roadway noise from Gallows Road having levels projected to be between 65 and 70 dBA Ldn, located on the western façade of Building 1 and the townhouse units facing Gallows Road, these units shall be constructed with the following acoustical measures:

Exterior walls should have a laboratory sound transmission class (STC) rating of at least 39. Doors and glazing shall have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any façade exposed to noise levels of Ldn 65 dBA or above. If glazing constitutes more than 20% of an exposed façade, then the glazing shall have a STC rating of at least 39. All surfaces should be sealed and caulked in accordance with methods approved by the American Society for Testing and Materials (ASTM) to minimize sound transmission.

- d. Prior to the issuance of building permits, alternative interior noise attenuation measures may be provided subject to the implementation of a refined noise study as reviewed and approved by DPWES after consultation with the Department of Planning and Zoning.

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- e. Due to the placement of structures on the site, additional exterior noise mitigation is not necessary for most of the outdoor recreational uses on the site. The jogging trail with exercise stations located adjacent to I-495 will be impacted by noise but mitigation is not provided.
- 35. If required by DPWES, a geotechnical engineering study shall be submitted to DPWES for review and approval prior to final site plan approval, and recommendations generated by this study shall be implemented as required by DPWES.
- 36. Prior to the issuance of a demolition permit or land disturbance permit, a rodent abatement plan shall be submitted to Fairfax County Health Department that will outline the steps that will be taken to prevent the spread of rodents from the construction site to the surrounding community and sewers. The Applicant shall implement the rodent abatement plan.

Miscellaneous

- 37. The Applicant shall contribute the amount of \$150,000 to Kilmer Intermediate School for the purchase of wireless computers or other technology based programs at the discretion of the principal. The Applicant shall provide documentation that this contribution has been made. Such contribution shall occur prior to the issuance of the first RUP for the Application Property
- 38. The Applicant shall contribute the amount of \$465,000 to the Board of Supervisors for the construction of capital improvements to schools in the vicinity of the Application Property. The contribution shall be paid in two (2) installments; the first installment of \$232,500 to be paid prior to issuance of the 100th RUP and the second installment of \$232,500 shall be paid prior to the issuance of the 300th RUP.
- 39. The Applicant shall comply with the Affordable Dwelling Unit (ADU) Program as set forth in Section 2-801 of the Zoning Ordinance unless modified by the ADU Advisory Board. The Applicant reserves the right to provide ADUs for all of the Application Property within the multi-family buildings. Two of the required ADUs (one one-bedroom unit and one two-bedroom unit) shall be designed and constructed to be fully handicapped accessible. Three of the required ADUs shall be designed and constructed as handicapped adaptable units and shall be made fully handicapped accessible if demand dictates.
- 40. No temporary signs (including "Popsicle" style paper or cardboard signs) which are prohibited by Article 12 of the Zoning Ordinance, and no signs which are prohibited by Chapter 7 of Title 33.1 of Chapter 8 of Title 46.2 of the Code of Virginia shall be placed on- or off-site by the Applicant or at the Applicant's direction to assist in the initial sale or rental of residential units on the Application Property. Furthermore, the Applicant shall direct its agents and employees involved in marketing and sale and/or rental of residential units on the Application Property to adhere to this proffer.

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41. The Applicant shall comply with Paragraph 2 of Section 6-110 of the Zoning Ordinance by contributing \$955 per dwelling unit for developed recreational facilities. The Applicant shall receive credit for the on-site recreational facilities which shall include, but not be limited to a swimming pool; a community center with exercise facilities; a tot lot; an indoor basketball half-court/racquetball court/sport court (either within one of the residential buildings or in a separate structure as shown on the CDP/FDP); and a jogging trail with exercise stations. Any additional money remaining which is not spent for on-site facilities shall be contributed to the Fairfax County Park Authority.
42. Prior to the issuance of the first RUP on the Application Property, the Applicant shall contribute the amount of \$150,000.00 to the Fairfax County Board of Supervisors for the acquisition of park land or improvement of park facilities in the Dunn Loring/Tysons Corner area.
43. A covenant shall be recorded which provides that townhouse garages shall only be used for a purpose that will not interfere with the intended purpose of garages (e.g., parking of vehicles) and that parking shall not be permitted in driveways that are less than 18 feet in length. This covenant shall be recorded among the land records of Fairfax County in a form approved by the County Attorney prior to the sale of any lots and shall run to the benefit of the UOA/HOA/COA and the Fairfax County Board of Supervisors. Initial purchasers shall be advised in writing of the use restrictions prior to entering into a contract of sale and said restrictions shall be contained in the HOA/COA documents.
44. All front loaded townhouse driveways on the Application Property shall be a minimum of eighteen (18) feet in length from the garage door to the sidewalk.
45. A joint maintenance agreement between the UOA and the owners of the commercial structures governed by PCA 75-7-004-2 shall be provided for the maintenance of Science Application Court, pedestrian trails, and the stormwater management facilities serving the Application Property and the property subject to PCA 75-7-004-2. Purchasers shall be advised in writing prior to entering into a contract of sale that the UOA will share in the cost of such maintenance. The UOA documents shall expressly state that the UOA shall be responsible for shared maintenance of these facilities.
46. Property owners of two adjacent lots in TEV identified as Tax Map 39-2 ((48)) 9 and 10 have been utilizing portions of the Application Property as extensions of their rear yards. In order to allow this use to continue, the Applicant shall convey in fee simple the Outlot A-1 shown on the CDP/FDP to the owner of Lot 10 and Outlot A-2 as shown on the CDP/FDP to the owner of Lot 9. Conveyance shall occur prior to bonding of the site plan for the Application Property. The Deeds of Conveyance shall include restrictive covenants which provide, among other things, that (1) density from the out lots shall be reserved in perpetuity for the benefit of the remainder of the Application Property; (2) no structures shall be constructed on the out lots, rather the out lots shall be left as open space with existing trees preserved to the maximum extent feasible; and (3) any future rezoning, proffered condition amendment, final development plan amendment, or site

plan approvals for the remainder of the Application Property shall not require the inclusion of the out lots or the joinder or consent of the owners of the out lots so long as the rezoning, proffered condition amendment, final development plan amendment or site plan does not include the area of the out lots.

47. In order to provide a tot lot for the COT Homeowners Association [Tax Map 39-2 ((27))], the Applicant shall convey in fee simple Outlot A-3 as shown on the CDP/FDP to the COT. Prior to the conveyance, the Applicant shall:
- a. Install a tot lot on the outlot based on a determination as to the type of equipment COT desires. Such equipment cost shall not exceed \$20,000. Care shall be taken to minimize disturbance to existing quality vegetation. The final location of the tot lot shall be determined by the Urban Forester;
 - b. Construct a pedestrian connection between the existing COT property and the tot lot as generally shown on the CDP/FDP; and
 - c. Install a fence around the perimeter of Outlot A-3 and remove sections of the existing fence between COT and Outlot A-3 to allow the pedestrian connection.
 - d. Bond these improvements in keeping with standard County policies.

Such improvements shall be made subject to COT providing any necessary permission and/or easements at no cost to the Applicant, and COT providing timely input into the type of tot lot equipment and fencing desired. In the event COT has not provided information with regard to equipment selection and fencing in a timely manner prior to the Applicant applying for its 100th RUP, the Applicant may elect to contribute \$20,000 to the COT along with the fenced outlot conveyance and thereby be relieved of any further obligation to install the tot lot and pedestrian connection.

Conveyance of Outlot A-3 shall occur prior to issuance of the 100th RUP for the Application Property. The Deed of Conveyance shall include restrictive covenants which provide, among other things, that (1) density from the outlot shall be reserved in perpetuity for the benefit of the remainder of the Application Property; (2) no structures other than the tot lot shall be constructed on the outlot, (3) existing trees shall be preserved to the maximum extent feasible; and (4) any future rezoning, proffered condition amendment, final development plan amendment, or site plan approvals for the remainder of the Application Property shall not require the inclusion of the outlot or the joinder or consent of the owner of the outlot so long as the rezoning, proffered condition amendment, final development plan amendment or site plan does not include the area of the outlot.

48. Prior to the issuance of the first RUP on the Application Property, the Applicant shall either:

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- a. Contribute the sum of \$25,000 to the COT Homeowners Association for the maintenance and future replacement of the fence installed by the COT along its common boundary with the Application Property. The Applicant shall provide documentation to DPWES that this contribution has been made; or
- b. Enter into a fence maintenance agreement with the COT Homeowners Association. Said agreement shall specify that the COT and the Applicant, its successors or assigns shall share equally in the cost of future maintenance and/or replacement of the existing wooden fence along the Courts of Tysons northern boundary. The COT fence along its eastern boundary and the future fence around the tot lot described in Proffer 45 shall be the responsibility of the COT Homeowners Association. This agreement shall be recorded among the land records of Fairfax County. In the event an agreement to the satisfaction of both the parties has not been reached by the time the Applicant has applied for its first RUP, the Applicant shall contribute the sum of \$25,000 to the COT Homeowners Association for the maintenance and future replacement of the fence and shall be released of its obligation to enter into a joint fence agreement.

The COT Homeowners Association shall be given the opportunity to inform the Applicant in writing of which of the two alternatives they prefer. If COT fails to provide a written determination to the Applicant within 60 days of its receipt of the Applicant's request for a determination, the Applicant shall implement the alternative in Paragraph "a" above.

49. Prior to approval of the final site plan on the Application Property, the Applicant shall provide evidence that a parking agreement is in place with the owners of the adjacent I-3 parcel identified as Tax Map 39-2 ((1)) part 13, permitting overflow parking from the Application Property to utilize parking facilities on the I-3 parcel. A minimum of 150 overflow parking spaces shall be available to all residents of the Application Property during non-business hours on weekdays (after 6:00 pm) and on weekends. This parking agreement shall be recorded in the land records of Fairfax County.
50. Construction activity shall be permitted Mondays through Fridays from 7:00 a.m. to 7:00 p.m., Saturdays from 8:00 a.m. to 6:00 p.m. No construction activity shall be permitted on Sundays, Thanksgiving Day, Christmas Day and New Years Day. These construction hours shall be posted on the Application Property prior to any land disturbing activities. The Applicant shall include a construction hour notice in its contract with its general construction contractor.
51. These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original document and all of which taken together shall constitute but one in the same instrument.
52. These proffers will bind and inure to the benefit of the Applicant and his/her successors and assigns.

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53. The individual sections within the Application Property may be subject to Proffered Condition Amendments and Final Development Plan amendments without joinder and/or consent of the other property owner of the other sections/buildings.

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[SIGNATURES BEGIN ON NEXT PAGE]

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APPLICANT/CONTRACT PURCHASER
OF TAX MAP 39-2 ((1)) 13 pt.

LINCOLN PROPERTY COMPANY
SOUTHWEST, INC.

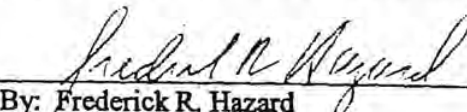


By: Richard N. Rose
Its: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

TITLE OWNER OF TAX MAP 39-2 ((1)) 13

CAMPUS POINT REALTY CORPORATION II


By: Frederick R. Hazard
Its: President

[SIGNATURES END]

BK 16927 2196

1 of 5

Tax Parcel ID No. 039-2-01-0013

**DECLARATION OF CONDITIONS, RESTRICTIONS,
AND EASEMENTS**

THIS DECLARATION OF CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter "Declaration"), is made this 28th day of January, 2005 (the "Effective Date"), by CAMPUS POINT REALTY CORPORATION, a California corporation (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant owns fee simple title to those certain tracts of land located in Fairfax County, Virginia, described on (i) Exhibit A-1 attached hereto and made a part hereof ("Parcel 1") and (ii) Exhibit A-2 attached hereto and made a part hereof ("Parcel 2"); and

WHEREAS, Declarant intends to convey Parcel 1 to a third party; and

WHEREAS, Declarant desires to create and establish (i) certain conditions and restrictions relating to construction on Parcel 1, (ii) certain easements for the benefit of Parcels 1 and 2 for (a) access, ingress, egress and regress, and (b) storm water management and (iii) rights with respect to signage,

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees, covenants, and declares as follows:



BK 16927 2197

ARTICLE I

GENERAL

Section 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

"Access Easement" shall have the meaning set forth in Section 3.1(a).

"Access Easement Area" shall mean those certain portions of Parcel 2 that are more particularly described in Exhibit B attached hereto and made a part hereof.

"Access Expenses" shall mean the reasonable costs and expenses of maintaining, repairing, and operating the Current Access Area and/or Access Easement Area. Access Expenses shall not include any amounts which would otherwise be included in Access Expenses which are paid to any Affiliate (as defined below) of the Parcel 1 Owner (as defined below) to the extent the costs of such services exceed the amount which would have been paid in the absence of such relationship for similar services of comparable level, quality and frequency rendered by persons of similar skill, competence and experience.

"Access Improvements" shall mean asphalt or concrete pavement, curbs, landscaping, directional signage, striping, lighting, utilities and other similar improvements constructed or installed in the Access Easement Area from time to time.

"Access Monument Sign" shall have the meaning set forth in Article VI.

"Affiliate" shall mean any person or entity controlling, controlled by, or under common control with, another person or entity. "Control" as used herein means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity (the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control).

"Business Days" shall mean Mondays through Fridays other than those days on which national banks are not open for business in the Commonwealth of Virginia.

"Current Access Area" shall mean the area on Parcel 1 and Parcel 2 identified on Exhibit E hereto which, as of the Effective Date, serves, and until such time as the Access Improvements are completed will serve, as the access to and from Gallows Road for Parcels 1 and 2.

"Current Access Improvements" shall mean the pavement, curbs, landscaping, directional signage, striping, lighting, utilities and other similar improvements existing in the Current Access Area as of the date hereof or constructed or installed from time to time.

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"First Class Standards" shall mean a quality that is equal to or in excess of the quality of similar facilities, services or improvements provided to or for the benefit of Class A office and/or luxury residential projects located in Fairfax County, Virginia.

"Governmental Authorities" shall mean the United States, the state, county, city and political subdivision in which the Parcels (as defined below) are located or which exercise jurisdiction over the Parcels or the Improvements (as defined below), and any agency, department, commission, board, bureau or instrumentality of any of them which exercises jurisdiction over the Parcels or Improvements, including, without limitation, the Virginia Department of Transportation.

"Improvement" or "Improvements" shall mean the buildings, structures, driveways, sidewalks and other improvements located on the Parcels from time to time.

"Initial Access Improvements" shall mean the Access Improvements to be constructed in the Access Easement Area in accordance with the Initial Development Plan and Section 3.2 hereof.

"Initial Development" shall mean the initial construction on Parcel 1 of Improvements that do not exist on Parcel 1 as of the Effective Date.

"Interest Rate" shall mean the lesser of (i) the rate per annum equal to the interest rate published from time to time as the prime rate in the Money Rates column of the Wall Street Journal (Eastern edition) (said rate to change on the first day of each calendar month) plus 300 basis points, or (ii) the then applicable maximum interest rate permitted to be charged by the laws of the Commonwealth of Virginia.

"Legal Requirements" shall mean any applicable law, statute, ordinance, order, rule, regulation, decree or requirement of a Governmental Authority and any other applicable public or private covenant, condition, restriction or other title matter affecting the Parcels as of the Effective Date.

"Mortgage" shall mean a lien, mortgage, deed of trust, deed to secure debt or other similar instruments securing the repayment of a debt to a bona fide third party (which is not an Affiliate of the borrower) and encumbering all or any portion of a Parcel or any interest (including any ground leasehold interest) therein; provided, however, that such term shall not include judgment or mechanic liens.

"Mortgagee" shall mean the mortgagee or beneficiary of a first lien Mortgage.

"Normal Business Hours" shall mean 7:00 a.m. to 7:00 p.m. on Business Days.

"Owner" shall mean the Person (as defined below) which is from time to time the record owner of fee simple title to any Parcel or any portion thereof, or the record lessee under any ground lease; provided, however, that such term shall not include any trustee under any Mortgage or any Mortgagee who may hold a lien against any such Parcel or leasehold interest under a ground lease pursuant to a Mortgage unless and until such party shall acquire record fee simple title or record leasehold title to any such Parcel through foreclosure, deed in lieu of foreclosure, or otherwise. A reference herein to "Owners" shall mean all Owners.

"Parcels" shall mean, collectively, Parcel 1 and Parcel 2.

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"Parcel 1 Owner" shall mean the Owner or Owners of Parcel 1 or any portion thereof, from time to time and as applicable.

"Parcel 2 Owner" shall mean the Owner or Owners of Parcel 2 or any portion thereof, from time to time and as applicable.

"Permittees" shall mean any Owner, and its tenants, licensees, invitees, subtenants or authorized occupants of any portion of a Parcel and/or the Improvements located thereon and the respective officers, directors, employees, agents, partners, contractors, subcontractors, customers, visitors, invitees, guests, licensees and concessionaires of any such Person.

"Person" or "Persons" shall mean individuals, partnerships, associations, corporations and any other forms of organization, or one or more of them, as the context may require.

"Substantial Completion of the Improvements" shall mean the completion of the applicable Improvement except for details of construction, decoration or mechanical adjustment that, in the aggregate, are minor in character and do not, either by their nature or because of the repair or completion work necessary, materially interfere with the intended use or enjoyment of the applicable Improvement, such that it would be reasonable under the circumstances for such Improvement to be made available for its intended use and completion of any such details would not unreasonably interfere with such use in due course after such Substantial Completion thereof. To "Substantially Complete" shall mean to bring the applicable Improvement to Substantial Completion.

"Taking" shall mean any taking or condemnation for public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by voluntary conveyance in lieu thereof.

Section 1.2 Property Subject to this Declaration. Each Parcel or portion thereof and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by the existing Owners, and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easements, charges and liens (except as set forth in Section 8.4 below) set forth herein; provided, however, that after Substantial Completion of the Improvements contemplated in the Initial Development Plan (as hereinafter defined), the following provisions of this Declaration shall no longer be applicable and no Parcel or any Owner thereof shall be subject to such provisions: (a) Article II; (b) Section 3.2(a); and (c) Section 11.5. Notwithstanding the foregoing, as to each of the outlot parcels described in Exhibit F attached hereto (each an "Outlot Parcel"), when such Outlot Parcel is conveyed to the owner of the property adjacent to said Outlot Parcel pursuant to the "Lincoln Property Company Southwest Inc. Proffers (R2 2003-PR-008)" dated March 11, 2004 applicable to Parcel 1 (and, in particular, proffers numbered 46 and 47), then such Outlot Parcel shall automatically be released from this Declaration.

Section 1.3 Applicability to Parcel 2. Nothing in this Declaration shall be construed to require any demolition, alteration, construction or reconstruction of any Improvement, any landscaping or grading, or any thing whatsoever on Parcel 2 except the work to be done by the Parcel 1 Owner pursuant to Article III hereof or to empower the Parcel 1

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Owner or any other party to require any such demolition, alteration, construction or reconstruction, or to restrict or prohibit the Parcel 2 Owner or the owner of any Improvement on Parcel 2 from demolishing, altering, rebuilding, restoring, repairing or reconstructing such Improvement following any casualty (whether partial or total) or from doing any other thing with Parcel 2 or the Improvements thereon.

ARTICLE II

CONSTRUCTION CONDITIONS AND RESTRICTIONS

Section 2.1 Conditions and Restrictions on Construction. Any and all construction activities on Parcel 1 and in the Access Easement Area shall be subject to the following conditions and restrictions:

(a) Diligent Completion of Construction. Subject to the last sentence of this Section 2.1(a), once commenced, demolition, alteration or construction of any Improvements on Parcel 1 or in the Access Easement Area, including, without limitation, demolition, alteration or construction connected with the Initial Development, shall be diligently pursued to completion as quickly as is commercially reasonable, subject to *force majeure*, so that it is not left in a partly finished condition any longer than is required by prudent construction practices. Notwithstanding anything to the contrary herein, the Initial Development may be constructed in phases, provided that once a phase is commenced, the Parcel 1 Owner of the phase under construction shall, subject to *force majeure*, pursue the construction of any Improvements commenced in such phase to final completion in accordance with the previous sentence or demolish said partially constructed improvements and promptly return the area substantially to the condition it was in prior to commencement of construction of said phase.

(b) Unobstructed and Safe Use of Access Easement. Throughout any period of construction on Parcel 1, the Parcel 1 Owner shall:

(i) subject to Section 3.3(c), not permit obstruction of the Parcel 2 Owner's use of the Access Easement or the Current Access Area as applicable; and

(ii) during hours of construction activity, post a traffic guard or guards on and/or in the vicinity of the Current Access Area and/or Access Easement Area as applicable in order to ensure the safety of all those using the Access Easement and, in all events, at least one such guard shall be posted during Normal Business Hours, when necessary or as determined by the Parcel 2 Owner, at the intersection of the Access Easement Area or the Current Access Area, as applicable, and Gallows Road.

(c) Vehicular Traffic. To the extent permitted by Legal Requirements, all vehicular traffic related to construction activities undertaken on Parcel 1 shall be diverted from the Access Easement Area or the Current Access Area, as applicable, onto an alternate path, road or other route on Parcel 1 as close to the Gallows Road end of the Access Easement Area or the Current Access Area, as applicable, as commercially reasonable so as to minimize the portion of the Access Easement Area and the Current Access Area, as applicable, that such vehicular traffic

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utilizes. The Parcel 1 Owner shall implement reasonable speed limits for such vehicular traffic so as to minimize the disturbance of dust and/or other airborne particles and to protect individuals and property from harm related to such vehicular traffic.

(d) Construction Parking. All vehicles utilized for or otherwise related to construction activities (including, without limitation, construction machinery and vehicles utilized by contractors, subcontractors and their employees and agents) shall be parked in a designated area on a portion of Parcel 1, and as far removed as feasible from Parcel 2.

(e) Minimization of Noxious Substances. During construction, the Parcel 1 Owner, shall minimize noise, odor and dust and/or other airborne particles, debris or any other thing that potentially may materially adversely affect Parcel 2, the Parcel 2 Owner or its Permittees.

(f) Utilities. The Parcel 1 Owner shall use all reasonable efforts not to interfere with the service of any utility, telecommunications services or systems or storm management systems that benefits Parcel 2 and, in all events, shall comply with the provisions of Article IV if any such interference is unavoidable.

(g) Correction or Mitigation of Adverse Effects. The Parcel 1 Owner at no cost or expense to the Parcel 2 Owner, shall use commercially reasonable efforts to mitigate to the extent possible and commercially reasonable any and all potentially material adverse effects on Parcel 2, the Parcel 2 Owner or its Permittees arising from or connected with construction activities on Parcel 1 and shall promptly remedy any material adverse effects on Parcel 2, the Parcel 2 Owner or its Permittees, as applicable, resulting from or in connection with such activities.

Section 2.2 Delivery of Plan Prior to Construction. On or before sixty (60) days prior to the commencement of any construction activities on its Parcel, the Parcel 1 Owner shall submit to the Parcel 2 Owner for its review and approval a detailed construction plan identifying how such Owner intends to comply with the restrictions set forth in Section 2.1 during such construction activities ("Plan"). The Parcel 2 Owner shall approve or disapprove such Plan within ten (10) business days after receipt thereof. In the event that the Parcel 2 Owner disapproves the Plan, which disapproval shall set forth in reasonable detail the reasons therefor, the other Owner shall revise the same within ten (10) days after receipt of the Parcel 2 Owner's disapproval of the Plan. Within ten (10) business days after receipt of the revised Plan, the Parcel 2 Owner shall approve or disapprove the same. In addition to its obligations under Section 2.1, the Parcel 1 Owner shall comply with the Plan as approved by the Parcel 2 Owner when conducting its construction activities on Parcel 1 and shall not commence such construction until the Parcel 2 Owner has approved the Plan. Prior to making any material change to the Plan, the Parcel 1 Owner shall submit such proposed changes to Parcel 2 Owner for its review and approval. If the Parcel 1 Owner constructs any Improvements in phases, it shall submit its Plan for each phase to the Parcel 2 Owner for its review and approval, unless such Plan has been previously approved by the Parcel 2 Owner.

Section 2.3 Delivery of Initial Development Plan Prior to Construction. Prior to execution of this Declaration, Parcel 1 Owner submitted to Parcel 2 Owner, and Parcel 2

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Owner has approved, the Conceptual/Final Development Plan dated March 11, 2004 (the "Initial Development Plan"). Prior to making any material change to the Initial Development Plan, the Parcel 1 Owner shall submit such proposed changes to the Parcel 2 Owner for its review and approval. The Parcel 2 Owner shall approve or disapprove any material changes to the Initial Development Plan within ten (10) days after receipt thereof. In the event that the Parcel 2 Owner disapproves any material changes to the Initial Development Plan, which disapproval shall set forth in reasonable detail the reasons therefor, the Parcel 1 Owner shall revise the same within ten (10) business days after receipt of the Parcel 2 Owner's disapproval of the Initial Development Plan. Within ten (10) business days after receipt of the revised Initial Development Plan, the Parcel 2 Owner shall approve or disapprove the same. In addition to its obligations under Section 2.1, the Parcel 1 Owner shall construct the Initial Development in accordance with the Initial Development Plan as approved by the Parcel 2 Owner.

ARTICLE III

ACCESS EASEMENT

Section 3.1 (a) Declaration of Access Easement. Subject to the provisions of this Declaration, Declarant hereby establishes and creates for the benefit of the Parcel 1 Owner and the Parcel 2 Owner and as an appurtenance to Parcel 1 and Parcel 2 a non-exclusive, perpetual easement over, upon, across and through the Access Easement Area (the "Access Easement") (i) for the purposes of pedestrian and vehicular ingress and egress between Gallows Road and the applicable Parcel, and (ii) for the purpose of constructing, operating, repairing, maintaining and (to the extent permitted herein) altering the Access Improvements.

(b) Declaration of Temporary Access. Until the Parcel 1 Owner has completed and opened the Initial Access Improvements for vehicular and pedestrian use in accordance herewith, the Declarant hereby establishes and creates for the benefit of the Parcel 1 Owner and the Parcel 2 Owner, and as an appurtenance to each of their Parcels, a non-exclusive easement over, upon, across and through the Current Access Area for the purpose of pedestrian and vehicular ingress and egress between the applicable Parcel and Gallows Road. Upon the termination of said temporary easement in accordance herewith, the temporary access easement established by that certain plat recorded at Deed Book 4800, Page 549 also shall be automatically terminated. If necessary, the Owners of the applicable Parcels shall record such documents as are reasonably necessary to confirm the termination or vacation of said temporary easement. The Parcel 1 Owner shall repair and maintain the Current Access Improvements until the Access Improvements are completed but shall not modify the Current Access Improvements or install new improvements within the Current Access Area without the prior consent of the Parcel 2 Owner, provided that such consent shall not be required to the extent any such modification of the Current Access Improvements or the installation of any new Improvements in the Current Access Area is contemplated in the Initial Development Plan.

Section 3.2 Construction, Operation, Maintenance and Alteration of Access Improvements.

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(a) Construction of the Initial Access Improvements will result in a loss of parking spaces on Parcel 2. Therefore, in connection with the construction of the Initial Access Improvements, the Parcel 1 Owner shall, at its sole cost and expense, and in a good and workmanlike manner and in accordance with Sections 2.1, construct for the benefit of the Parcel 2 Owner a sufficient number of parking spaces in the locations identified on Exhibit D-1 ("Relocated Parking") hereto to cause the number of parking spaces available on Parcel 2 to be the same following construction of the Initial Access Improvements as existed on Parcel 2 on the date hereof ("Existing Parking"). The Parcel 1 Owner shall construct the Relocated Parking in accordance with plans and specifications to be reasonably approved by the Parcel 2 Owner which plans and specification shall, at a minimum, conform with the Fairfax County Public Facility Manual except that the Relocated Parking shall be constructed with a 1 1/4 inch surface course, 3 inch base course and 8 inch compacted 21A subbase stone. In the event that the Parcel 1 Owner does not complete construction of the Relocated Parking before any of the Existing Parking becomes unuseable, the Parcel 1 Owner shall provide the Parcel 2 Owner with temporary parking spaces so that at all times the Parcel 2 Owner shall have access to and use of the same number of parking spaces it has as of the date hereof. Such temporary spaces shall be in the locations identified on Exhibit D-2 hereto, or in such other locations mutually acceptable to the Parcel 2 Owner and Parcel 1 Owner.

(b) In connection with the construction of the Initial Development, the Parcel 1 Owner shall, at its sole cost and expense, in a good and workmanlike manner (i) construct the Initial Access Improvements in accordance with (x) the requirements of Virginia Department of Transportation and the Fairfax County Public Facilities Manual as if such road was a public road provided that if there are any inconsistencies between the two, the more stringent standard shall apply and (y) plans and specifications approved by the Parcel 2 Owner in accordance with this Section 3.2(b) and (ii) install landscaping on the Access Easement Area and in that portion of Current Access Area that is not part of the Access Easement Area, based on plans and specifications reasonably acceptable to the Parcel 2 Owner which landscaping shall be deemed an Access Improvement. Prior to undertaking the construction of the Initial Access Improvements in accordance with the previous sentence, the Parcel 1 Owner shall submit to the Parcel 2 Owner, for its approval, the plans and specifications for such work and shall not commence such work until the Parcel 2 Owner has approved the same in accordance with the schedule set forth in Section 2.2. The Parcel 1 Owner shall Substantially Complete the installation of the Initial Access Improvements within eight (8) months after the commencement of construction of such improvements; provided, however, the Parcel 1 Owner shall not be obligated to lay the topcoat until twenty-four (24) months after commencement of construction of said improvements; and provided further that both time periods set forth in this sentence shall be extended day for day for each day of delay resulting from *force majeure*. If, at any time after construction activities related to the Initial Development commence, such construction activities cease for a period of more than ninety (90) days, including, without limitation, as a result of the completion of any phase of the Initial Development and a delay in the commencement of the next phase, the Parcel 1 Owner shall repair and restore, at the Parcel 1 Owner's sole cost and expense, the Access Easement Area, including, without limitation, any Access Improvements thereon, within thirty (30) days thereafter and otherwise in accordance with this Section 3.2. Thereafter when construction of the Initial Development resumes, upon Substantial Completion of any such work or any further interruption for more than ninety (90) days, the Parcel 1 Owner,

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at its sole cost and expense, shall again repave the Access Easement Area and, to the extent necessary, replace or repair the landscaping thereon, all subject to the provisions of this Section 3.2(b).

(c) The Parcel 1 Owner shall be obligated, for so long as the easement created pursuant to Section 3.1 exists, to repair and maintain the Current Access Easement and/or Access Easement Area, as applicable, in safe, clean, attractive and well-maintained condition and in accordance with First Class Standards, such maintenance to be done promptly and regularly and to include, but not be limited to, the following:

(i) Maintenance, repair and replacement of all paved surfaces, in a level, smooth, evenly covered and visually consistent condition;

(ii) Maintenance, repair and replacement of all curbs, curb cuts, gutters, walkways and retaining walls;

(iii) Maintenance, repair and replacement of all directional signs, markers (including, without limitation, any Access Monument Signs) and artificial lighting facilities (including, without limitation, the replacement of fixtures and bulbs);

(iv) Regular removal of all litter, trash, debris, waste, filth and refuse, including, without limitation, thorough sweeping of the Access Easement Area in order to keep the same in a clean and orderly condition at all times;

(v) Maintenance of all landscaping in a healthy, well-watered, well-pruned, mowed and attractive condition; and

(vi) Compliance with all Legal Requirements, including, without limitation, those related to health and safety, and all requests by Governmental Authorities made in accordance with Legal Requirements, including, without limitation, the Virginia Department of Transportation, provided that the Parcel 1 Owner shall notify the Parcel 2 Owner of any request by a Governmental Authority prior to undertaking such compliance (except in emergencies).

(d) The Parcel 1 Owner shall have the right, from time to time, to make changes in the Access Improvements and in the design (but not the location) thereof, subject to the prior written consent of the Parcel 2 Owner in accordance with the time periods set forth in Section 2.2, provided, however, (i) no such consent shall be required for any changes required by Legal Requirements or a Governmental Authority (unless various options are available, and then only as to which option is selected), (ii) any such changes must comply with Legal Requirements and be consistent with First Class Standards, and (iii) the Parcel 1 Owner shall use commercially reasonable efforts to ensure that throughout the time such changes are being made all parties entitled to use the Access Easement Area shall have continuous and reasonably unfettered access to the Access Easement Area and that such construction shall be completed in accordance with the provisions of Section 2.1.

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(e) Notwithstanding anything to the contrary contained herein, each Owner shall have the right to construct, at its sole cost and expense, access points and curb cuts on the Access Easement Area and/or to connect driveways, sidewalks, parking areas and other Improvements on such Owner's Parcel to the Access Easement Area without the other Owners' consent but with prior notice, so long as the orderly flow of vehicular and pedestrian traffic is not materially and adversely affected thereby, all work is done in accordance with all Legal Requirements and the Owners continue to have continuous and reasonably unfettered access to the Access Easement while such work is being conducted.

(f) The cost of the activities in subsection (c) shall be an Access Expense subject to Sections 3.5 and 3.6 below; provided, however, the cost of any capital improvements (other than costs incurred pursuant to Section 3.2(c)(ii) to the extent any such costs are deemed to be capital improvements), shall be solely the responsibility of the Parcel 1 Owner and not an Access Expense unless (x) (i) such cost is required to comply with a Legal Requirement or the request of a Governmental Authority and (ii) is not incurred as a result of or in connection with construction or any other activity on Parcel 1 or (y) such cost is pre-approved by the Parcel 2 Owner and the Parcel 2 Owner agrees when it provides such pre-approval to share the cost of such work. In all events and notwithstanding the foregoing, the Parcel 1 Owner shall be solely responsible for the costs and expenses of the Initial Access Improvements, including the Relocated Parking.

Section 3.3 No Walls, Fences or Barriers and Temporary Closure.

(a) No buildings, walls, fences or barriers of any sort or kind shall be constructed or erected on any Parcel by any Owner which would prohibit or materially impair the use or exercise of the Access Easement or, until the opening of the Initial Access Improvements for vehicular and pedestrian ingress and egress, of the Current Access Area.

(b) The Access Easement or a portion thereof may be dedicated to the public, provided that the Parcel 1 Owner and/or Parcel 2 Owner, as applicable, shall obtain the prior written consent of the other Owner prior to permitting any such dedication and further provided that the Parcel 2 Owner shall not bear any costs or expenses associated with such dedication. To the extent that all or any portion of the Access Easement is so dedicated, then the Parcel 1 Owner shall be relieved of its obligations to maintain the portion of the Access Easement that has been dedicated.

(c) The Parcel 1 and/or Parcel 2 Owner shall have the right to temporarily close a portion of the Access Easement Area or the Current Access Area for such reasonable periods of time as may be reasonably necessary for cleaning, repair, alteration, improvement or maintenance or as required for emergencies. Notwithstanding the foregoing, (i) before closing off any part of the Access Easement Area or Current Access Area as provided above (except for emergencies), the applicable Owner shall give at least ten (10) days' prior written notice to the other Owner of its intention to do so and shall coordinate its closing with the activities of the other Owner so that no unreasonable interference with the operation of the applicable easement occurs, (ii) any such closure shall be limited to the minimum period and minimum amount of

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closure reasonably necessary to achieve the applicable purpose and, to the extent reasonably feasible (except during emergencies), one drive lane shall be kept open for vehicular traffic, (iii) a safety guard or guards shall be placed on the Access Easement Area or Current Access Area, as applicable in order to facilitate the safe flow of traffic during any such closure and (iv) to the extent reasonably feasible (except for emergencies) any such closure shall not occur during Normal Business Hours.

Section 3.4 Hours of Operation. Subject to Section 3.3(c), the Current Access Area and, once constructed, the Access Improvements shall be open twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, provided, that Parcel 2 Owner or Parcel 1 Owner, as applicable, shall temporarily close off the Access Easement Area or Current Access Area, as applicable, or a portion thereof for such reasonable periods of time as may be legally necessary to prevent the acquisition or creation of any prescriptive right by any Person or the public. Notwithstanding the foregoing, (i) before closing off any part of the Access Easement Area as provided above, the applicable Owner shall give at least ten (10) days' prior written notice to the other Owner of its intention to do so and shall coordinate its closing with the activities of the other Owner so that no unreasonable interference with the operation of the Access Easement occurs, (ii) any such closure shall be limited to the minimum period and minimum amount of closure reasonably necessary to prevent the acquisition or creation of any prescriptive right by any Person and, to the extent reasonably feasible, one drive lane shall be kept open for vehicular traffic, and (iii) to the extent reasonably feasible any such closure shall not occur during Normal Business Hours.

Section 3.5 Sharing of Access Expenses. Each Owner shall share in the Access Expenses based on the following: the Parcel 1 Owner shall pay 58.4% and the Parcel 2 Owner shall pay 41.6% of such Access Expenses.

Section 3.6 Calculation and Payment of Access Expenses.

(a) The Parcel 1 Owner shall keep accurate and complete books and records of all receipts and disbursements related to the operation, improvement, repair and maintenance of the Access Easement Area. Such books and records shall be available for inspection and copying by the other Owners during Normal Business Hours, and upon not less than five (5) days' prior written notice to the Parcel 1 Owner and shall be subject to any third party audit and/or inspection required by the other Owner, provided that no more than one (1) such audit and/or inspection shall be conducted during any calendar year. The Parcel 2 Owner shall continue to be obligated to make payments of its proportionate share of the Access Expenses required hereunder without offset or deduction notwithstanding the ongoing conduct of any such audit or inspection. The cost of any such third party audit or inspection shall be paid by the Owner requesting said audit; provided that if such audit reveals that the aggregate Access Expenses in a calendar year have been overstated by more than three percent (3%), the Parcel 1 Owner shall pay the cost of such audit.

(b) The Parcel 2 Owner shall reimburse the Parcel 1 Owner for its share of any Access Expenses pursuant to Section 3.5, within thirty (30) days after receipt of an invoice for the subject expense, provided that the Parcel 1 Owner shall provide sufficient documentation

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regarding any such expense to allow confirmation that such expense is an Access Expense and was incurred in accordance with the provisions of the Declaration. Any invoice not paid when due shall bear interest at the Interest Rate from the due date until paid.

Section 3.7 Name of Access Easement Area. Until such time as neither Science Applications International Corporation nor any of its Affiliates owns any of the Parcels or a portion thereof, the name of the street located on the Current Access Area or Access Easement Area, as applicable, shall be "Science Applications Court." Declarant expressly states that it is not assigning to the Parcel 1 Owner or any other party any legal rights that Declarant or its Affiliates may have to the use of the trade name "SAIC" or "Science Applications" or any terms or phrases incorporating the foregoing except to use the term Science Applications Court as part of its address. Notwithstanding anything to the contrary herein, in the event that the Parcel 2 Owner desires that the name of the street change from "Science Applications Court", the Parcel 1 Owner shall cooperate in such name change at no cost or expense to the Parcel 1 Owner.

ARTICLE IV

NON-INTERFERENCE WITH UTILITIES

Each Owner shall use all reasonable efforts not to interfere in any way with the service of any utility, telecommunication service or system (telephone, computer or other) or storm water drainage or detention system (including, without limitation, the telephone and data cables identified on Exhibit G hereto) that benefits any other Parcel without the prior written consent of the Owner of the affected Parcel. If such interference cannot be avoided, (i) the Owner who is responsible for such interference shall deliver prior written notice to the other Owner of the likelihood of such interference as long in advance as possible and, in all events, at least thirty (30) days prior to such work (except during emergencies), and shall coordinate such interference with the activities of the Owner of the affected Parcel so that no unreasonable interference occurs, (ii) any interference shall be limited to the minimum period and minimum extent reasonably possible, and (iii) to the extent reasonably feasible, any such interference shall not occur during Normal Business Hours (except during emergencies). At the request of any Owner, each Owner shall execute and record easements to allow the use of the telephone, data and other telecommunication cables referenced in this Article IV all in accordance with this Article IV.

ARTICLE V

STORM WATER EASEMENT; NEW STORM WATER FACILITIES

Section 5.1 Storm Water Easement For the Benefit of Parcel 2. There is hereby reserved in, over and across Parcel 1 for the benefit of Parcel 2:

(a) A non-exclusive, perpetual easement for storm water detention and drainage across that portion of Parcel 1 described in Exhibit C-1 attached hereto and made a part

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hereof ("Storm Water Easement Area"), including, without limitation, the right to install and repair underground pipes and tie into and utilize the sanitary and storm water sewers in or on the Storm Water Easement Area and downstream thereof, in accordance with Legal Requirements, provided that the Parcel 2 Owner shall promptly repair and restore the landscaping and any other Improvements on the Storm Water Easement Area or elsewhere on Parcel 1 that are damaged in connection with the Parcel 2 Owner's use of the easement granted herein. The Parcel 1 Owner shall be obligated to maintain the Storm Water Easement Area and any improvements for storm water detention and drainage located on Parcel 1 in compliance with all Legal Requirements. The Parcel 1 Owner shall have the right, at its sole cost and expense, to relocate the Storm Water Easement Area if such relocation is desirable in connection with any changes in the development of Parcel 1 so long as such relocation does not materially adversely affect storm drainage from Parcel 2.

(b) A non-exclusive, perpetual easement to compensatory storm water management capacity and Best Management Practices (BMPs) applicable in Fairfax County, Virginia as of the Effective Date sufficient to support Parcel 2 with (i) the Improvements located on Parcel 2 as of the Effective Date, (ii) any additional parking constructed thereon necessary to accommodate the parking requirements imposed by Legal Requirements for the Improvements located on Parcel 2 as of the Effective Date, and (iii) the Initial Access Improvements, on, over, across and under Parcel 1 and to the detention pond identified on Exhibit C-2 hereto, at no expense to the Parcel 2 Owner, provided that Parcel 2 Owner shall promptly repair and restore the landscaping and any other Improvements in such area or elsewhere on Parcel 1 that are damaged in connection with the Parcel 2 Owner's use of the easement granted herein, except to the extent resulting from the Initial Access Improvements which shall be shared by the parties as an Access Expense.

(c) The Parcel 1 Owner shall maintain the storm water detention and drainage systems provided for in subsections (a) and (b), provided that the Parcel 1 and 2 Owners shall share any cost or expense for such maintenance, including any cost and expense connected with compliance with a Legal Requirement, in proportion to the drainage flow into such detention system from each Parcel (excluding the flow from the Access Easement Area, if any) as determined by VIK or another engineer mutually agreed upon by the Parcel 1 and Parcel 2 Owners, except that (i) the Parcel 2 Owner shall not be required to share in any fee, fine or levy resulting from the Parcel 1 Owner's failure to timely comply with any Legal Requirement or any costs resulting from or arising in connection with the development of Parcel 1, and (ii) the Parcel 1 Owner shall not be responsible for, or required to share in, any cost, expense, fee, fine or levy resulting from or arising in connection with the development of Parcel 2 (or any subsequent changes thereto) or any changes in Legal Requirements affecting Parcel 2 and not similarly affecting Parcel 1 (except to the extent relating to the Access Easement Area).

Section 5.2 Expansion or Installation of Storm Water Facilities.

In connection with the Initial Development or any subsequent development on Parcel 1, the Parcel 1 Owner, at its sole cost and expense and in accordance with Legal Requirements, shall (i) expand the existing detention pond in the Storm Water Easement Area and/ or (ii) install a new storm water management facility such that the then-existing facilities

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will continue to be sufficient to support Parcel 2 as required pursuant to Section 5.1. However, if any changes to Parcel 2 or the Improvements located thereon require the installation of additional facilities or the modification of then-existing facilities, then the Parcel 2 Owner shall be responsible for the cost and expense therefor; provided, however, that in no event shall the Parcel 1 Owner be obligated to expand or otherwise modify the Storm Water Easement Area in a manner that would reduce the amount of Parcel 1 that can be developed in accordance with the Initial Development Plan.

ARTICLE VI

MONUMENT SIGNAGE

Each Owner shall have the right, but not the obligation, to install one (1) monument sign ("Access Monument Sign"), at such Owner's sole cost and expense, in the area identified in Exhibit B in a specific location selected by such Owner in its reasonable discretion, provided that the Owners shall agree in advance on the size of any Access Monument Sign and the nature and size of the lettering and graphics thereon. Notwithstanding the previous sentence, the Parcel 2 Owner's sign may include the "SAIC" logo with blue lettering.

ARTICLE VII

MAINTENANCE AND OPERATION OF PARCELS

Subject to the Parcel 1 and Parcel 2 Owner's obligations pursuant to Section 3.2 and in addition to all other requirements set forth herein, each of the Parcel 1 and Parcel 2 Owners shall use reasonable efforts to maintain its Parcel at all times, including without limitation during construction activities thereon, in accordance with First Class Standards, including without limitation by keeping its Parcel clean and as free of debris as is reasonably possible.

ARTICLE VIII

REMEDIES

Section 8.1 Legal and Equitable Relief. The covenants, conditions, restrictions, reservations, easements and rights herein contained shall run with the land and shall be binding upon and inure to the benefit of each Owner, its respective successors and assigns, and all other persons, parties or entities claiming by, through or under any of the foregoing. In the event any Owner ("Defaulting Party") defaults in any of its obligations hereunder or in the event of any violation or threatened violation of this Declaration by a Defaulting Party or such Defaulting Party's Permittees and such Defaulting Party fails to cure such default or stop such

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violation or threatened violation within thirty (30) days after written notice from another Owner (the "Affected Party"), or if such default is not capable of being cured within such thirty (30)-day period, such Defaulting Party has not commenced the cure within such thirty (30)-day period and diligently pursued the completion of such cure, the Affected Party shall have the right to (i) institute legal action against the Defaulting Party for specific performance, injunctive relief, declaratory relief, damages, or any other remedy provided by law; provided, however, neither party shall be liable for consequential or punitive damages; (ii) recover damages for any such violation or default, and/or (iii) take self-help action to the extent and only to the extent permitted under Section 8.2 below. All remedies under this Declaration or at law shall be cumulative and not inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity".

Section 8.2 Right to Cure. In the event any Owner defaults under the provisions of this Declaration and such Owner fails to cure such default within the time period provided in Section 8.1 above, the Affected Party which sent the default notice shall have the right, but not the obligation, upon the expiration of such period, to cure such default for the account of and at the expense of the Defaulting Party. Prior to taking any such action, such Affected Party shall deliver thirty (30) days' prior written notice (which notice shall be in addition to the notice required under Section 8.1 hereof) to the Defaulting Party specifying with details the nature of the actions that such Affected Party giving such notice proposes to take in order to cure the claimed default. The Defaulting Party shall reimburse the Affected Party for expenses incurred by the Affected Party in connection with its exercise of its rights pursuant to this Section 8.2 within ten (10) days after an invoice therefor accompanied by appropriate supporting documentation for such costs.

Section 8.3 Interest. If any Affected Party so performs any of the Defaulting Party's obligations hereunder or if a Defaulting Party fails to make a payment under this Declaration to an Affected Party, the full amount of the cost and expense incurred by the Affected Party or the damage so sustained or the payment not made by the Defaulting Party to the Affected Party, as the case may be, shall immediately be due and owing by the Defaulting Party to the Affected Party and the Defaulting Party shall pay to the Affected Party upon demand the full amount thereof with interest at the Interest Rate from the date of payment (or in the case of a monetary default, the date such sum was due) until such payment is actually received by the Affected Party.

Section 8.4 Lien. The Affected Party is hereby granted a lien upon the Parcel of the Defaulting Party in the amount of any such payment made by the Affected Party or amount not paid by the Defaulting Party, pursuant to Sections 8.1, 8.2 or 8.3, together with interest at the Interest Rate thereon, which amount is not paid within thirty (30) days after demand is made, and said lien may be enforced by judicial foreclosure proceedings against the Defaulting Party's Parcel in accordance with then applicable Virginia law. The Affected Party shall have the right to file with the appropriate governmental office or offices a memorandum of lien, lis pendens or other notice or notices as may be required by law to give notice of such lien and the amount thereof, said notice or notices to be filed after the expiration of said thirty (30)-day period. The lien herein granted shall be prior to and superior to any other liens or encumbrances on the Defaulting Party's Parcel, including any liens arising or attaching before,

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on and/or after the date on which notice of such lien and the amount thereof is filed with the appropriate governmental office or offices, but excluding the lien held by a third party holder of a bona fide first lien Mortgage affecting the Defaulting Party's Parcel recorded prior to the date on which notice of such lien and the amount thereof is filed with the appropriate governmental office or offices (however, notwithstanding the foregoing, such lien created by this Article VIII shall expressly survive any foreclosure or other enforcement action taken under any such first lien Mortgage). Additionally, notwithstanding the foregoing, in no event shall the foreclosure or any other enforcement of such lien created by this Article VIII result in a termination of any lease of any portion of a Parcel or any Improvements thereon.

The holder of a Mortgage on all or any portion of a Parcel shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Article VIII affecting the property secured by its Mortgage upon payment of the amount secured by such lien.

Section 8.5 No Termination. A breach of this Declaration shall not entitle any party or person to cancel, rescind or otherwise terminate its obligations hereunder.

ARTICLE IX

MORTGAGEE PROTECTION

Each Affected Party giving a notice of default under this Declaration shall send, in accordance with Section 12.7 hereof, a copy of such notice to the Mortgagee under any Mortgage on the Parcel and/or Improvements of the Defaulting Party, provided such Mortgagee or Defaulting Party shall have previously sent such Affected Party a notice informing it of the existence of such Mortgage and the name of the person or officer and the address to which copies of the notices of defaults are to be sent, and such Mortgagee as recipient of notice pursuant to Section 12.7 below shall be permitted to cure any such default not later than sixty (60) days after a copy of the notice of default shall have been sent to such Mortgagee, provided that in the case of a default which cannot with diligence be remedied within such sixty (60)-day period, if such Mortgagee has commenced within such sixty (60)-day period and is proceeding with diligence to remedy such default, then such Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with diligence and continuity, and during any such cure period the Affected Party shall forbear from exercising its remedy to enforce its lien against the Parcel of the Defaulting Party and/or Improvements thereon. Initiation of foreclosure proceedings against a Defaulting Party shall constitute "diligence" by a Mortgagee hereunder so long as such foreclosure proceedings are continuously pursued (provided that a stay issued during any bankruptcy, insolvency, or reorganization proceeding shall not be deemed to defeat continuous pursuance of such foreclosure proceedings). The foregoing requirements to give notice of default to a Mortgagee and allow such Mortgagee an opportunity to cure such default shall not preclude the exercise of any remedies by an Affected Party provided pursuant to Sections 8.2, 8.3 and 8.4 (except to the extent such Affected Party is required to forbear from exercising its lien pursuant to this Article IX). If a condominium association, a homeowners' association or another similar association has been established with respect to a Parcel or Parcels, then for purposes of this Article IX, an Affected Party giving a notice of default shall send such

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notice to the applicable association (or the declarant under the applicable operating documents if such association has not yet been established) in lieu of sending such notice to the Mortgagees (a "Unit Mortgagee") of the members (a "Unit Owner") of the applicable association. The association receiving such default notice shall have the right to cure any such default and/or send a copy of such default notice to the applicable Unit Mortgagee who shall have the right to cure such default.

ARTICLE X

ASSIGNMENT, TRANSFER AND MORTGAGE, LIMITATION OF LIABILITY

Section 10.1 Owner Not Released Except as Provided Herein

(a) If an Owner shall sell, transfer or assign all or any portion of its Parcel it shall (except as provided in this subsection (a) and, in the case of a ground lease, except as modified by Section 10.4), be released from its obligations hereunder with respect to such Parcel or portion thereof accruing from and after the date of such sale, transfer or assignment. It shall be a condition precedent to the release and discharge of any grantor or assignor Owner that the following conditions are satisfied: (a) such grantor or assignor shall give notice to the other Owners of any such sale, transfer, conveyance or assignment concurrently with the filing for record of the instrument effectuating the same (or in the case of a ground lease termination, within thirty (30) days after the termination thereof), and (b) the transferee shall execute and deliver to the other Owners a written statement in which (i) the name and address of the transferee shall be disclosed; and (ii) the transferee shall acknowledge its obligation hereunder and agreement to be bound by this Declaration and perform all such obligations applicable to it in accordance with the provisions of this Declaration. Failure to deliver any such written statement shall not affect the running of any covenants herein with the Parcels, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Declaration, but such failure shall constitute a default by the transferee hereunder. Notwithstanding anything to the contrary in this Section 10.1(a), the entity or entities to whom Declarant conveys Parcel 1 shall not have the right to sell, transfer or assign all or any portion of the Parcel without the prior written approval of Declarant until the earlier of (x) Substantial Completion of the Initial Development and (y) ten (10) years after the Effective Date; provided however, that nothing herein is intended to limit the Parcel 1 Owner's ability to transfer (I) all or any portion of the Parcel to an Affiliate, (II) if the Initial Development is completed in phases, any portion of the Parcel for which a phase has been finally completed to a third party; (III) all or any portion of the Parcel to an experienced, financially sound apartment, townhome, and/or condominium developer, having the reasonable ability to construct the improvements for its Parcel in accordance with this Declaration and applicable zoning approvals, subject to the Parcel 2 Owner's reasonable approval; or (IV) all or any portion of the Parcel to a Mortgagee (or otherwise prohibit said Mortgagee from exercising its remedies under a Mortgage including, without limitation, obtaining the Parcel through foreclosure or a deed-in-lieu). Any request submitted to the Parcel 2 Owner for approval shall be submitted with detailed information regarding the proposed purchaser or assignee and its plans for the Initial Development.

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(b) If any Parcel is sold or otherwise transferred (including via a ground lease), such transfers shall be subject to this Declaration and the transferees (including the lessee under any new ground lease and the lessor under a ground lease reacquiring possession upon termination of such ground lease) shall be bound by its transferor's obligations hereunder as fully as if such transferees were originally parties hereto, and such obligations shall run with and be binding upon the Parcels and be binding upon all subsequent Owners thereof, including any claims or liens arising under this Declaration against a prior Owner of a Parcel which shall continue as to any transferee of such Parcel. Notwithstanding anything to the contrary herein, in the event that all or any portion of Parcel 1 or Parcel 2 is subject to one or more condominium regimes, any and all such condominium regimes shall be subject and subordinate to this Declaration.

(c) In the event that a Parcel is divided into one or more separate legal lots, or condominiums, each of such separate legal lots shall thereafter be considered to be a "Parcel" as defined in this Declaration and the owners of each such legal lot shall be an "Owner"; provided, however, that, with respect to a condominium, the declarant under the condominium regime and, thereafter as appropriate under the applicable condominium operating documents, the condominium association, as opposed to the individual condominium unit owners, shall be considered the "Owner" hereunder, except as otherwise provided herein. Further, in the event that the multiple owners of a Parcel are members of a homeowner's association, the declarant under the operating documents of the homeowner's association and, thereafter, as appropriate under the applicable documents, the homeowner's association itself, as opposed to the individual members, shall be considered the "Owner" hereunder, except as otherwise provided herein and provided further that the association has the right and authority pursuant to the association's governing documents to undertake such obligations and to assess its members therefor without the approval of the members. In the event that a portion (but not all) of Parcel 1 or an interest therein is conveyed or otherwise transferred such that there is more than one Owner of the land that constituted Parcel 1 as of the Effective Date, then the Owners of such Parcel shall designate one of them who shall have authority to act on behalf of such Owners vis-à-vis the Owner of Parcel 2 and they shall notify the Parcel 2 Owner of said designee. Notwithstanding the foregoing, nothing herein shall affect any of the remedies available to the Parcel 2 Owner pursuant to Article VIII, including, without limitation, the right of self-help and the right to place a lien on the property of any Owner, including any owner of a condominium unit or member of a homeowner's association, pursuant to Section 8.4. No Owner of a legal lot(s) shall be obligated or liable for the acts or omissions of an Owner of another legal lot(s), and the obligations and liabilities of each Owner shall not be joint and several. Each Owner agrees that any claim or right (including lien rights) it may have against another Owner pursuant to this Declaration shall be made or asserted against the applicable Owner(s) and the applicable Parcel(s) whose actions or omissions are at issue. Notwithstanding anything to the contrary contained herein, in the event that the Parcel 1 Owner creates a master owner's association for Parcel 1 and such association has the obligation and authority pursuant to the association's governing documents to undertake the Initial Construction and Maintenance Obligations and has the ability to assess its members therefor without the approval of the members ("Master Association"), the Parcel 2 Owner shall assert any claims or right that the Parcel 2 Owner may have arising from or relating to the Initial Construction and Maintenance Obligations against the Master Association. Until a Master Association satisfying the requirements of the previous sentence is created, the Owners of

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Parcel 1 shall be jointly and severally liable for the Initial Construction and Maintenance Obligations. As used herein, "Initial Construction and Maintenance Obligations" shall mean only the obligations of the Parcel 1 Owner pursuant to Article 3, the expansion of the existing storm water detention pond pursuant to Section 5.2, and the obligation of the Parcel 1 Owner to maintain the Current Access Area, Access Easement Area and Storm Water Easement Area as set forth in this Declaration.

Section 10.2 Possessory Party Remains Responsible. Notwithstanding anything to the contrary herein contained, if any Owner shall (i) convey all or any portion of its Parcel in connection with a sale and leaseback or lease and sublease back, and it shall simultaneously become vested with a leasehold estate or similar possessory interest in its Parcel by virtue of a lease made by the grantee or lessee, as the case may be, or (ii) shall convey all or any portion of its Parcel or its interest therein by way of a Mortgage and retain its possessory interest in its Parcel, then, in neither of such events shall the assignee of this Declaration under such sale and leaseback or lease and sublease back, or the Mortgagee or beneficiary under any such Mortgage, be deemed to be an Owner with respect to such Parcel or portion thereof or to have assumed or be bound by any of such Owner's obligations hereunder for so long as such Owner shall retain such possessory interest, and such obligations and the status as an Owner hereunder with respect to such Parcel or portion thereof shall continue to remain solely those of such Owner so long as such Owner retains such possessory interest, and performance by such Owner of any act required to be performed under this Declaration by it or fulfillment of any condition of this Declaration by such Owner shall be deemed the performance of such act or the fulfillment of such condition and shall be acceptable to the Owners with the same force and effect as if performed or fulfilled by such assignee, lessor, subsequent Owner or Mortgagee or beneficiary.

Section 10.3 Rights of Parties. Notwithstanding anything to the contrary contained in this Declaration, each Owner may mortgage its Parcel or its interest therein and/or sell and leaseback or lease and sublease back its Parcel or its interest therein, and, in connection with any such transaction, assign its interest in this Declaration. If any such Mortgage is foreclosed or a deed delivered in lieu of foreclosure, or if any Owner shall have entered into a sale and leaseback or a lease and sublease back transaction involving its Parcel and any such Owner is the lessee or sublessee thereunder and such lessee or sublessee shall be deprived of possession of such Parcel by reason of its failure to comply with the terms of such leaseback or sublease back, any person or entity who has acquired, or shall thereafter acquire, title to such Parcel or a leasehold estate therein shall hold the same subject to all other terms, provisions, covenants, conditions and restrictions contained in this Declaration.

Section 10.4 Ground Leases. If any Owner of fee simple title to a Parcel has entered into, or shall enter into, a ground lease of its entire Parcel, then the lessee under such ground lease shall be deemed to be the Owner of such Parcel and to have assumed or be bound by any and all of such Owner's obligations (including, if applicable, the obligation to serve as the Parcel 1 Owner) hereunder for so long as such lessee shall be the lessee under such ground lease, and such obligations and the status as an Owner hereunder shall continue to remain solely those of such lessee so long as such lessee shall be the lessee under such ground lease. The lessor under any such ground lease shall not be the Owner of the Parcel, and shall not have any of the rights or obligations of an Owner hereunder until such time as the ground lease terminates or

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expires, provided, that such lessor shall, at no cost or expense to such lessor, cooperate in good faith with the lessee if the involvement of the lessor is reasonably necessary under the circumstances. Upon such termination or expiration of such ground lease, the lessor thereunder shall become the Owner of the Parcel subject to and bound by the terms of this Declaration.

Section 10.5 Limitation of Liability. No Owner or its partners, venturers, employees, shareholders, affiliates, officers, directors, agents, representatives, advisors, or consultants shall have any personal liability for its or their failure to perform any covenant, term or condition of this Declaration, it being expressly declared that any money judgment recovered against any Owner shall be satisfied only out of, and the sole and exclusive recourse of any Owner damaged as a result of such default shall be against, the right, title and interest of such Owner in the Parcel involved and the Improvements thereon, including the proceeds of sale received upon execution of such judgment thereon, against the right, title and interest of such Owner in the Parcel involved and the Improvements thereon and the rents or other income or revenue from such property receivable by such Owner or the consideration received by such Owner from the sale or other disposition (including a condemnation) of all or any part of such Owner's right, title and interest in the Parcel involved and Improvements thereon or the insurance proceeds received by such Owner respecting any casualty affecting the Improvements.

Section 10.6 Priority of Declaration. This Declaration and the rights, interests, liens (subject to the provisions of Section 8.4 above), and easements created hereunder shall be prior and superior to any Mortgage or other lien upon or against any Owner's Parcel other than such liens as by law have priority over the lien and operation of this Declaration.

ARTICLE XI

GENERAL INSURANCE AND CONDEMNATION PROVISION

Section 11.1 Waiver of Subrogation. EACH OWNER HEREBY WAIVES ANY AND ALL CLAIMS WHICH ARISE, OR MAY ARISE, IN ITS FAVOR AGAINST ANY OTHER OWNER, FOR ANY AND ALL LOSS OF, OR DAMAGE TO, ANY OF ITS PROPERTY, INSURABLE UNDER ALL RISK POLICIES OF INSURANCE CUSTOMARILY AVAILABLE AT THE APPLICABLE TIME.

Section 11.2 Insurance.

(a) Each Owner shall continuously maintain separate policies of commercial general liability insurance issued by and binding upon insurance companies authorized to transact business in Virginia and of good financial standing and has a Best's Rating of A or better and a Financial Size Category of X or larger, such insurance to afford minimum protection of not less than \$10,000,000 in respect of bodily injury or death and/or property damage in respect of any one occurrence.

(b) Each Owner shall, on the request of another Owner, promptly furnish the requesting Owner a certificate evidencing the former Owner's compliance with the insurance

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coverage requirements of this Article XI. No Owner shall be required during any given 365-day period to honor more than one such request from each other Owner, unless an Owner states its reason for believing that a policy may have been cancelled. Upon request, any Owner shall permit any other Owner or its representative at such requesting Owner's cost and expense to inspect and copy any insurance policy required under this Article XI. Such inspection shall be at the place of business of the Owner requested to produce such policy or policies during Normal Business Hours.

(c) The limits of coverage required hereunder shall be adjusted from time to time throughout the term of this Declaration by agreement of all Owners, each acting reasonably, to limits then applicable for comparable projects.

(d) Each Owner (but not the declarant or association, as applicable, under a condominium regime) shall have the right, at its option, to comply with and satisfy its obligations under this Article XI by means of any so-called blanket policy or policies of insurance covering this and other locations of such Owner, provided that such policy or policies by the terms thereof shall allocate to the liabilities to be insured hereunder an amount not less than the amount of insurance required to be carried pursuant to this Article XI and shall not diminish the obligations of the particular Owner to carry insurance, so that the proceeds from such insurance shall be an amount not less than the amount of proceeds that would be available if the Owner were insured under a policy applicable only to the applicable Parcel.

(e) If a condominium association, a homeowners' association or another similar association has been established with respect to a Parcel or Parcels, then for purposes of maintaining the insurance required under this Section 11.2, the term "Owner" shall mean the applicable association (or the declarant under the applicable operating documents if such association has not yet been established) instead of the individual members of the applicable association provided that the association has the right and authority pursuant to the association's governing documents to undertake such obligations and to assess its members therefor without the approval of the members.

Section 11.3 Indemnification by Owners. Subject to Section 11.1 hereof, each Owner shall defend, indemnify and save the other Owners harmless against and from all claims, loss, damages, costs and expenses (including, without limitation, reasonable attorney's fees) because of bodily injury or death of persons or destruction of property resulting from or arising out of such Owner's construction on and/or use, occupancy or possession of its Parcel, the Access Easement Area, the Access Easement, the Current Access Area, the Overflow Parking and/or any other Owner's Parcel, except to the extent caused by the acts or omissions of another Owner.

Section 11.4 Taking. If a Taking affecting any Parcel occurs, the following shall apply:

(a) any award of compensation or damages for a Taking of a Parcel, or any portion thereof, or the Improvements thereon, shall belong and be payable solely to the Owner

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that owns the Parcel taken and no other Owner shall share in such award, except as expressly provided below;

(b) any proceeds attributable to the Access Easement Area, any Access Improvement or any Access Monument Sign shall be paid to the Parcel 1 Owner and the Parcel 1 Owner shall use such proceeds to restore the Access Improvements or Access Monument Sign as nearly as possible to its condition immediately prior to such Taking to permit the continued use thereof. To the extent the cost of restoring such Access Improvements or Access Monument Sign exceeds the amount of proceeds available therefor, (i) as to the Access Improvements, each Owner shall be responsible for such excess in the same proportion as each such Owner is obligated to pay the Access Expenses pursuant to Section 3.5 and (ii) the Owner whose Access Monument Sign was taken as to any Access Monument Sign shall be responsible for such excess; and

(c) if, as a result of a Taking, the Access Easement is extinguished or materially impaired or the Access Monument Sign may no longer be maintained, then changes shall be made to provide an access easement and/or appropriate monument signage rights comparable to the extent commercially practicable under the circumstances to the Access Easement and monument signage rights created or reserved under this Declaration.

Section 11.5 Tax Payments and Contests. Each Owner shall pay all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excess levies, license and sales and permit fees and taxes, and other charges by public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall be assessed, levied, charged, confirmed, imposed or applicable to a Parcel owned by such Owner or Improvements thereon. Each of the Owners may, at its expense, by appropriate proceedings, and after thirty (30) days' written notice to the other Owners, contest the validity, applicability, or amount of any such taxes and assessments applicable to its Parcel or Improvements thereon. Such contest must be made in good faith and must not allow the affected Parcel to be forfeited or placed in jeopardy of being forfeited.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Covenants Run with the Land. All of the provisions, rights, powers, easements, covenants, conditions and obligations contained in this Declaration shall be binding upon and inure to the benefit of the Owners, their respective successors and assigns. Each covenant to do or refrain from doing some act on each Parcel hereunder (a) is for the benefit of the other Parcels, (b) runs with each Parcel, and (c) shall benefit or be binding upon each successive Owner during its period of ownership of each Parcel.

Section 12.2 Recordation. This Declaration shall become effective and binding upon the Owners and their respective successors in interest upon the Effective Date and shall be promptly recorded in the real property records of Fairfax County, Virginia.

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Section 12.3 Termination and Amendment.

(a) Except as otherwise specified in this Declaration (including, without limitation Section 12.17 which may be terminated by the Parcel 1 Owner alone), this Declaration may be canceled, changed, modified or amended in whole or in part only by written and recorded instrument executed by all Owners (and their respective Mortgagees); provided, however, that with respect to any Parcel for which a condominium association, a homeowners' association or another similar association has been established, the consent of a majority of the Unit Owners of each such association (and their respective Mortgagees) shall satisfy the requirements of this Section 12.3(a).

(b) The Owners shall use reasonable efforts to cooperate to consider reasonable modifications to this Declaration at the request of another Owner, and it shall not be reasonable for an Owner to withhold its cooperation or consent to any modification that neither adversely affects in a material manner such Owner's development or use of its respective Parcel as permitted in this Declaration nor increases such owner's obligations and/or liabilities hereunder.

Section 12.4 Approvals. Whenever approval or consent is required of any Owner, unless provision is made for a specific time period, approval or consent shall be required within twenty (20) Business Days after such Owner's receipt of the written request for approval or consent and such Owner shall be deemed to have consented if such Owner does not reply within said twenty (20)-Business Day period (provided such notice conspicuously states in bold letters that failure to respond within such twenty (20)-Business Day period shall be deemed consent). Whenever time periods are specified for approval herein (other than in the previous sentence) and the applicable Owner does not respond within the stated time period, the Owner requesting a response shall, at the end of the stated time period, deliver a second request for response in which event the responding Owner shall have ten (10) Business Days from receipt of the requesting Owner's second notice to respond. The responding Owner shall be deemed to have consented if such Owner does not reply within said ten (10)-Business Day period (provided such request or notice conspicuously states in bold letters that failure to respond within such ten (10)-Business Day period shall be deemed consent). If an Owner shall disapprove any matter as to which its consent is requested hereunder, the reasons therefor shall be stated in reasonable detail in writing. The consent or approval by an Owner to or of any act or request by any Owner shall not be deemed to waive or render unnecessary consent or approval to or of any similar or subsequent acts or requests. Except as otherwise expressly provided herein, any consent or approval rights granted to an Owner pursuant to this Declaration as it relates to another Owner shall be exercised in such Owner's reasonable discretion, without undue delay or conditions.

Section 12.5 Excusable Delays. Whenever performance is required of any Owner hereunder, that Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or cause beyond the reasonable control of an Owner (financial inability,

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imprudent management or negligence excepted), the inability to obtain necessary governmental approvals, the discovery of hazardous materials or a failure of an Owner to timely act in a manner required herein, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. As used in this Declaration, an Owner's obligation to use or act with "due diligence," "diligent efforts" or words of similar meaning or import, or take any action required to "diligently complete," "diligently pursue" or words of similar meaning or import, shall be deemed satisfied if such Owner acts with or uses commercially reasonable efforts under the circumstances.

Section 12.6 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect, unless enforcement of this Declaration as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Declaration.

Section 12.7 Notice. Any notice to any Owner shall be in writing and given by delivering the same to such Owner in person, by expedited, private carrier service (such as Federal Express), or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the Owner's mailing address. Copies of certain notices are required to be sent to Mortgagees pursuant to Article IX of this Declaration. Notices shall be sent to the Declarant and the Parcel 2 Owner as follows:

Declarant/Parcel 2 Owner: Campus Point Realty Corporation
10260 Campus Point Drive
San Diego, California 92121
Attn: SAIC Corporate Real Estate

and with a copy to: Gary E. Humes
Arnold & Porter
555 Twelfth Street, N.W.
Washington, DC 20004-1206

Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten (10) days' prior to the date such change is to be effective. Additionally, each Owner may designate up to two (2) additional addresses to which copies of all notices shall be sent. All notices under this Declaration shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt, provided that any such notice set forth above is tendered prior to 6:00 P.M. in the time zone where the recipient of such notice is located on any Business Day (failing which such notice shall be deemed given, received, made or communicated on the next Business Day).

Section 12.8 Litigation Expenses. If any party shall bring a legal or equitable proceeding against any other party to this Declaration by reason of the breach or alleged violation of any covenant, condition, restriction, easement, term or obligation hereof, or for the

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enforcement of any provision hereof or otherwise arising out of this Declaration, the prevailing party in such proceeding shall be entitled to recover from the non-prevailing party the reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by such prevailing party in connection with such proceeding, which shall be payable whether or not such action is prosecuted to judgment.

Section 12.9 Governing Law; Place of Performance. This Declaration and all rights and obligations created hereby shall be governed by the laws of the Commonwealth of Virginia, without reference to the choice of laws principles thereof.

Section 12.10 Non-Merger. The ownership, at any time during the term of this Declaration, of more than one Parcel by the same Owner shall not create a merger of title or estate, or other merger, including any merger of the dominant and servient estate with respect to easements created in this Declaration, and shall therefore not terminate any of the easements, restrictive covenants, or other terms or provisions of this Declaration.

Section 12.11 Term; Termination. The terms, covenants, provisions and conditions of this Declaration shall be effective as of the Effective Date and shall continue to be binding upon and inure to the benefit of any Owner from time to time and all persons, parties and entities claiming by, through or under any of them in perpetuity unless all persons or entities having an interest therein shall agree to terminate or otherwise modify the same.

Section 12.12 Time. Time is of the essence of this Declaration and each and every provision hereof.

Section 12.13 Estoppel Certificate. Any Owner may, at any time and from time to time, deliver written notice to any other Owner requesting such other Owner to certify in writing (a) that to the best knowledge of the certifying Owner, the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, to describe therein the nature and amount of any and all defaults, and (b) to such other reasonable matters as the requesting Owner may request. Each Owner receiving such request shall execute and return such certificate within ten (10) Business Days following the receipt thereof. Such certificate may be relied upon by actual or prospective purchasers, investors, tenants, transferees, lenders, mortgagees, deed of trust beneficiaries and leaseback lessors.

Section 12.14 No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Declaration nor any acts of an Owner shall be deemed by the Owners, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners (except as expressly set forth herein), and no provisions of this Declaration are intended to create or constitute any person or entity a third party beneficiary hereof.

Section 12.15 Headings; Exhibits; Gender. Captions in this Declaration are for convenience of reference only, and shall not be considered in the interpretation of this Declaration. All exhibits referenced in this Declaration are incorporated in this Declaration by this reference as if fully set forth herein. Whenever required by the context, the singular shall

BK 16927 2221

include the plural, the neuter gender shall include the male gender and female gender, and vice versa.

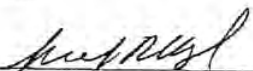
Section 12.16 Separate Parcel 1 Covenants. The initial owner of Parcel 1, after Declarant, shall have the right, from time to time and without the consent of the Parcel 2 Owner, to record separate covenants benefiting and/or burdening Parcel 1 and the owners thereof provided such covenants are and remain subordinate to this Declaration and do not impact the liabilities or obligations set forth herein.

Section 12.17 Overflow Parking Spaces. The Parcel 2 Owner shall provide to the Parcel 1 Owner, for the benefit of the residents of Parcel 1, the right to use a minimum of 150 parking spaces on Parcel 2 during non-business hours on weekdays (i.e. after 6:00 p.m.) and on weekends ("Overflow Parking"). Prior to the sale or rental of the first housing units on Parcel 1, the Parcel 1 Owner or the Master Association shall establish, subject to the reasonable approval of the Parcel 2 Owner, reasonable rules and regulations for the use of the Overflow Parking. The Master Association (or, before there is a Master Association, the Parcel 1 Owner) shall enforce such rules and regulations. If the Parcel 1 Owner or the Master Association, as applicable, fails to establish and/or enforce such rules and regulations, in addition to any other remedies that may be available to it, the Parcel 2 Owner shall have the right to terminate the Parcel 1 Owner's right to use the Overflow Parking by sending a notice to the Parcel 1 Owner and, if the Parcel 2 Owner so elects, recording the same in the land records.

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IN WITNESS WHEREOF, the undersigned has executed and acknowledged this Declaration to be effective as of the Effective Date.

CAMPUS POINT REALTY CORPORATION,
a California corporation

By: 
Name: FREDERICK HARMAN
Title: PRESIDENT

BK 16927 2223

ACKNOWLEDGMENT

State of California }

County of San Diego }

On January 25, 2005, before me, Mary E. Hyder, Notary Public, personally appeared Frederick R. Hazard, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Mary E. Hyder
Signature of Notary



BK 16927 2224

EXHIBITS:

Exhibit A-1	Description of Parcel 1
Exhibit A-2	Description of Parcel 2
Exhibit B	Access Easement Area (and Access Monument Sign Area)
Exhibit C-1	Storm Water Easement Area
Exhibit C-2	Storm Water Detention Ponds
Exhibit D-1	Relocated Parking
Exhibit D-2	Temporary Parking
Exhibit E	Current Access Area
Exhibit F	Outlot Parcels
Exhibit G	Telephone and Data Cables

BK 16927 2225



REVISED JANUARY 25, 2005
JANUARY 20, 2005

EXHIBIT A-1A
DESCRIPTION OF
PARCEL 1A
THE RESERVE AT TYSONS CORNER
BEING
A PORTION OF
THE PROPERTY OF
CAMPUS POINT REALTY CORPORATION,
as successor in interest to
CAMPUS POINT REALTY CORPORATION, II
DEED BOOK 11073 PAGE 890
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Being a portion of the property described in a conveyance to Campus Point Realty Corporation, successor in interest to Campus Point Realty Corp., II as recorded in Deed Book 11073 at Page 890 all among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the southwesterly corner of Tysons Executive Village as recorded in Deed Book 9777 at Page 1353 among the aforementioned Land Records, said point also being on the northerly line of Lot 9, Courthouse Station (Deed Book 7195 Page 438); thence running with a portion of Courthouse Station

1. North 79°10'45" West, 417.85 feet to a point being the southeasterly corner of Courts of Tyson (Deed Book 6020 Page 699); thence leaving Courthouse Station and running with Courts of Tyson and continuing so as to cross and include a portion of the aforesaid property of Campus Point Realty Corp II the following eleven (11) courses and distances:
2. North 10°50'42" East, 515.46 feet to a point; thence
3. North 11°48'13" West, 264.60 feet to a point; thence
4. North 79°09'07" West, 449.29 feet to a point; thence
5. 58.12 feet along the arc of the curve to the right having a radius of 37.00 feet and a chord bearing and distance of North 34°09'07" West, 52.33 feet to a point; thence

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McLean, VA Germantown, MD

BK 16927 2226

6. North 10°50'53" East, 128.62 feet to a point; thence
7. North 79°09'07" West, 192.48 feet to a point; thence
8. South 64°49'49" West, 21.66 feet to a point; thence
9. South 10°50'53" West, 57.89 feet to a point; thence
10. North 79°09'07" West, 58.98 feet to a point; thence
11. South 10°50'53" West, 102.68 feet to a point; thence
12. North 79°09'07" West, 27.40 feet to a point lying on the easterly right of way line of Gallows Road – Route 650 (width varies); thence running with a portion of said easterly right of way line
13. 52.71 feet along the arc of the curve to the left having a radius of 416.60 feet and a chord bearing and distance of North 06°56'31" West, 52.68 feet to a point; thence
14. 46.73 feet along the arc of a curve to the right having a radius of 35.54 feet and a chord bearing and distance of North 27°08'36" East, 43.43 feet to a point; thence departing Gallows Road and running so as to cross and include a portion of the subject property (Deed Book 11073 Page 890) the following nine (9) courses and distances
15. South 21°00'02" West, 19.05 feet to a point; thence
16. South 62°49'39" East, 13.72 feet to a point; thence
17. North 27°10'21" East, 46.73 feet to a point; thence
18. North 64°49'49" East, 240.41 feet to a point; thence
19. 125.73 feet along the arc of a curve to the right having a radius of 200.00 feet and a chord bearing and distance of North 82°50'21" East, 123.67 feet to a point; thence
20. South 79°09'07" East, 424.76 feet to a point; thence
14. 175.26 feet along the arc of a curve to the right having a radius of 168.00 feet and a chord bearing and distance of South 48°15'58" East, 167.42 feet to a point; thence
15. South 19°22'46" East, 121.31 feet to a point; thence
16. North 73°33'08" East, 169.34 feet to a point on the westerly right-of-way line of Interstate Route 495 (variable width right-of-way); thence running with Interstate Route 495 the following three (3) courses and distances

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17. South $16^{\circ}26'52''$ East, 64.26 feet to a point of curvature; thence
18. 423.65 feet along the arc of a curve to the right having a radius of 11,809.16 feet and a chord bearing and distance of South $11^{\circ}28'32''$ East, 423.63 feet to a point; thence leaving said Interstate Route 495 and running with the westerly line of the aforementioned Tysons Executive Village the following course and distance
19. South $10^{\circ}54'22''$ West, 485.88 to the point of beginning containing 540,309 square feet or 12.40379 acres of land.

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VIA

BK 16927 2228

ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GPS SERVICES



REVISED JANUARY 25, 2005
JANUARY 20, 2005

EXHIBIT A-1B
DESCRIPTION OF
PARCEL 1B
THE RESERVE AT TYSONS CORNER
BEING
A PORTION OF
THE PROPERTY OF
CAMPUS POINT REALTY CORPORATION,
as successor in interest to
CAMPUS POINT REALTY CORPORATION, II
DEED BOOK 11073 PAGE 890
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Being a portion of the property described in a conveyance to Campus Point Realty Corporation, successor in interest to Campus Point Realty Corp., II as recorded in Deed Book 11073 at Page 890 all among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at a point lying on the easterly right of way line of Gallows Road - Route 850 (width varies), said point also marking the northwesterly corner of the Courts of Tysons (D.B. 6020, Pg. 699); thence leaving said northwesterly corner and running with said easterly right of way line of Gallows Road the following three (3) courses and distances

1. North $11^{\circ}10'53''$ East, 142.86 feet to a point of curvature (non-tangent); thence
2. 43.43 feet along the arc of a curve to the left having a radius of 209.00 feet and a chord bearing and distance of North $17^{\circ}08'03''$ East, 43.36 feet to a point of compound curvature; thence
3. 105.42 feet along the arc of a curve to the left having a radius of 416.60 feet and a chord bearing and distance of North $03^{\circ}55'54''$ East, 105.13 feet to a point; thence leaving the aforesaid right of way line of Gallows Road and running so as to cross and include a portion of the aforesaid property of Campus Point Realty Corp II, the following eleven (11) courses and distances;
4. South $79^{\circ}09'07''$ East, 27.40 feet to a point; thence

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McLean, VA Germantown, MD

BK 16927 2229

5. North $10^{\circ}50'53''$ East, 102.68 feet to a point; thence
6. South $79^{\circ}09'07''$ East, 58.98 feet to a point; thence
7. North $10^{\circ}50'53''$ East, 57.89 feet to a point; thence
8. North $64^{\circ}49'49''$ East, 21.66 feet to a point; thence
9. South $79^{\circ}09'07''$ East, 192.48 feet to a point; thence
10. South $10^{\circ}50'53''$ West, 128.62 feet to a point; thence
11. 58.12 feet along the arc of the curve to the left having a radius of 37.00 feet and a chord bearing and distance of South $34^{\circ}09'07''$ East, 52.33 feet to a point; thence
12. South $79^{\circ}09'07''$ East, 449.29 feet to a point; thence
13. South $11^{\circ}48'13''$ East, 264.60 feet to a point; thence
14. South $10^{\circ}50'42''$ West, 53.81 feet to a point marking the northeasterly corner of the aforesaid Courts of Tysons (D.B. 6020, Pg. 699); thence running with the northerly line of said Courts of Tysons
15. North $79^{\circ}09'07''$ West, 877.50 feet to the point of beginning containing 289,077 square feet or 6.63629 acres of land.

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ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GPS SERVICES



REVISED JANUARY 26, 2005
REVISED JANUARY 25, 2005
JANUARY 20, 2005

EXHIBIT A-2
DESCRIPTION OF
PARCEL 2
RESERVE AT TYSONS CORNER
BEING
A PORTION OF
THE PROPERTY OF
CAMPUS POINT REALTY CORPORATION,
as successor in interest to
CAMPUS POINT REALTY CORPORATION, II
DEED BOOK 11073 PAGE 890
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Being a portion of the property described in a conveyance to Campus Point Realty Corporation, successor in interest to Campus Point Realty Corp., II as recorded in Deed Book 11073 at Page 890 all among in the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the southeasterly corner of 1951 Kidwell LP as recorded in Deed Book 9093 at Page 755 among the aforementioned Land Records, said point also being on the southerly right-of-way line of Interstate Route 495 (variable width right-of-way); thence running with Interstate Route 495 the following four (4) courses and distances

1. South 15°00'02" East, 152.09 feet to a point; thence
2. South 45°45'10" East, 458.38 feet to a point; thence
3. South 24°08'10" East, 256.84 feet to a point; thence
4. South 16°26'52" East, 344.89 feet to a point; thence leaving the aforementioned southerly right-of-way line of Interstate Route 495 and running so as to cross and include a portion of the aforementioned property of Campus Point Realty Corp. II the following nine (9) courses and distances
5. South 73°33'08" West, 169.34 feet to a point; thence
6. North 19°22'46" West, 121.31 feet to a point; thence

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McLean, VA ■ Germantown, MD ■ Leesburg, VA

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7. 175.26 feet along the arc of a curve to the left having a radius of 168.00 feet and a chord bearing and distance of North 49°15'58" West, 167.42 feet to a point; thence
8. North 79°09'07" West, 424.76 feet to a point; thence
9. 125.73 feet along the arc of a curve to the left having a radius of 200.00 feet and a chord bearing and distance of South 82°50'21" West, 123.67 feet to a point; thence
10. South 64°49'49" West, 240.41 feet to a point; thence
11. South 27°10'21" West, 46.73 feet to a point; thence
12. North 62°49'39" West, 13.72 feet to a point; thence
13. North 21°00'02" East, 19.05 feet to a point; thence running with Gallows Road, State Route 650 (width varies) and continuing with Kidwell Drive, State Route 736 (width varies) the following seven (7) courses and distances
14. North 51°51'56" East, 20.02 feet to a point; thence
15. South 64°51'20" West, 19.51 feet to a point; thence
16. North 32°24'41" West, 19.61 feet to a point; thence
17. North 11°10'32" East, 133.61 feet to a point of curvature (non-tangent); thence
18. 153.62 feet along the arc of a curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 20°45'35" East, 99.94 feet to a point of reverse curvature; thence
19. 21.16 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 42°56'44" West, 20.54 feet to a point; thence
20. North 11°10'32" East, 636.22 feet to a point; thence leaving Kidwell Drive – Route 736 and running with southerly line of the aforementioned 1951 Kidwell LP the following three (3) courses and distances
21. South 78°19'06" East, 102.25 feet to a point; thence
22. North 73°31'20" East, 167.84 feet to a point; thence
23. South 89°58'51" East, 123.97 to the point of beginning containing 640,580 square feet or 14.70570 acres of land.

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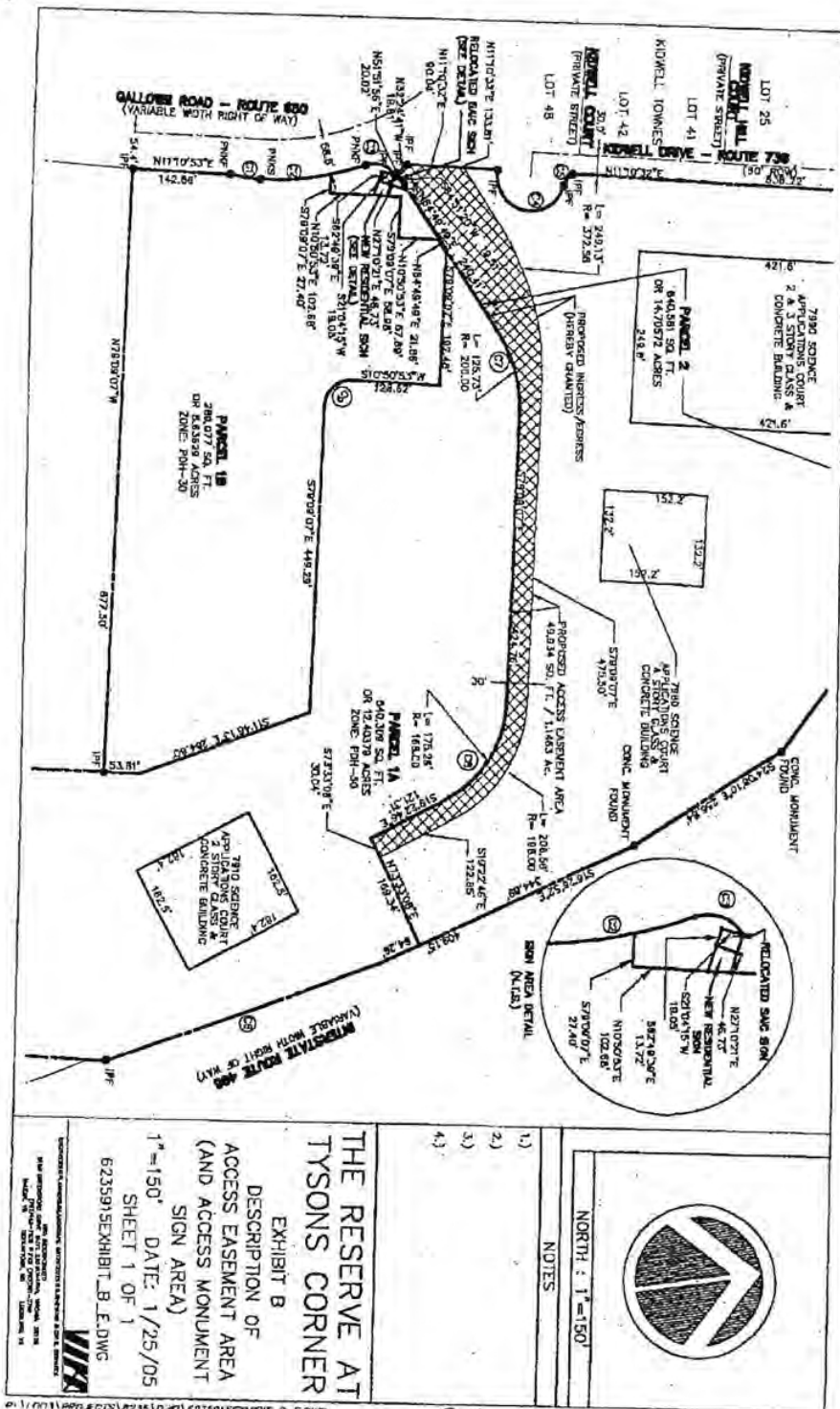
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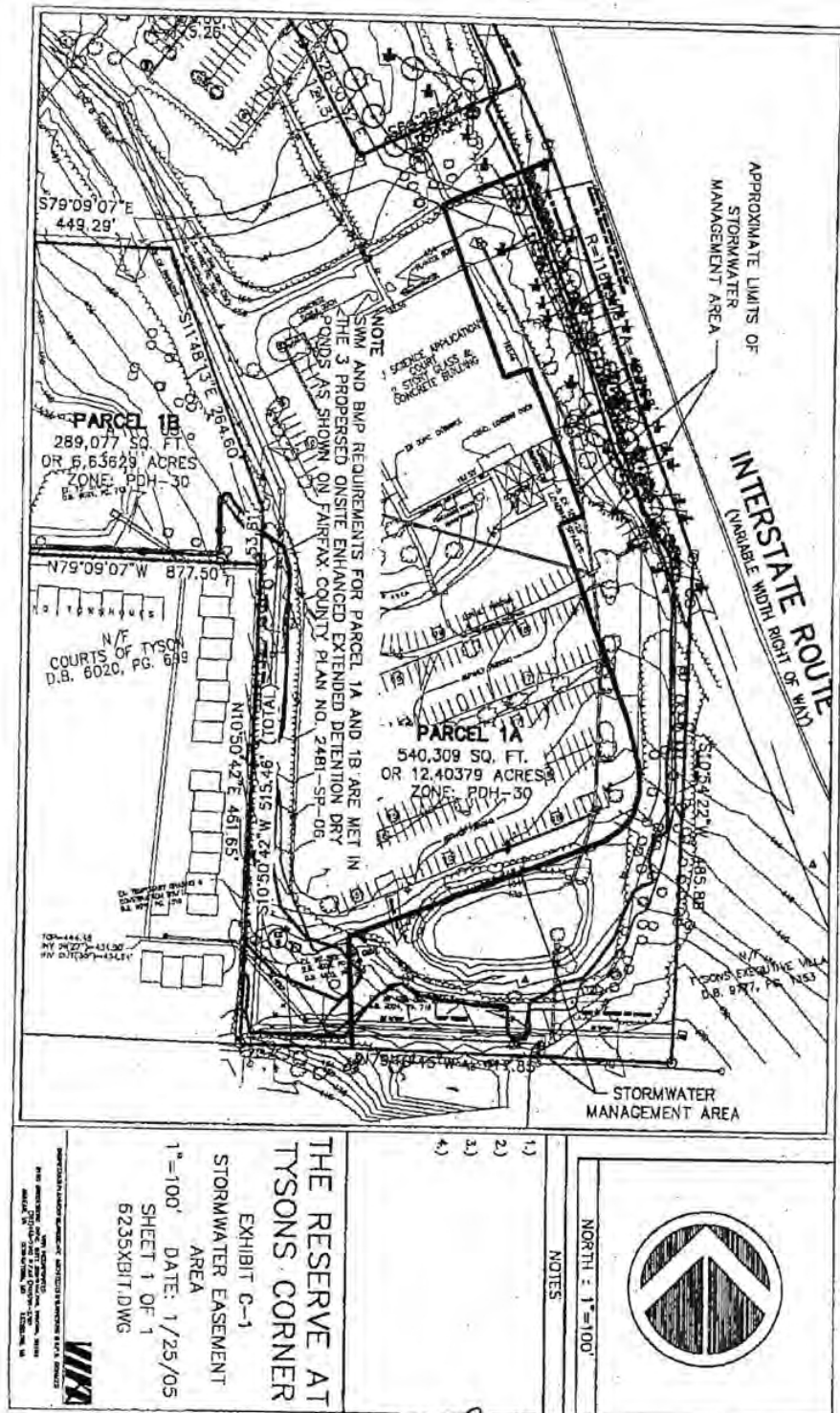
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Plat Attached

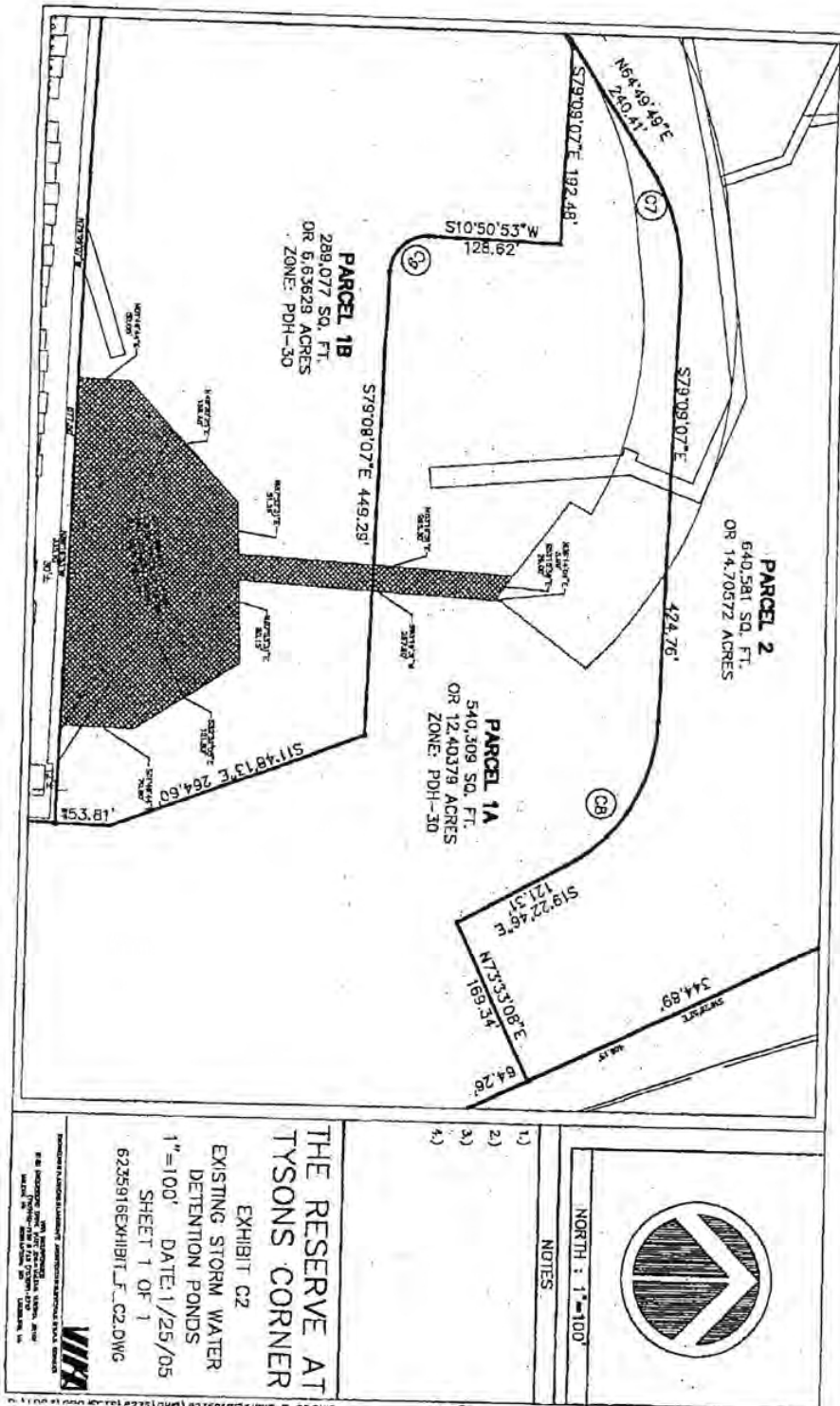
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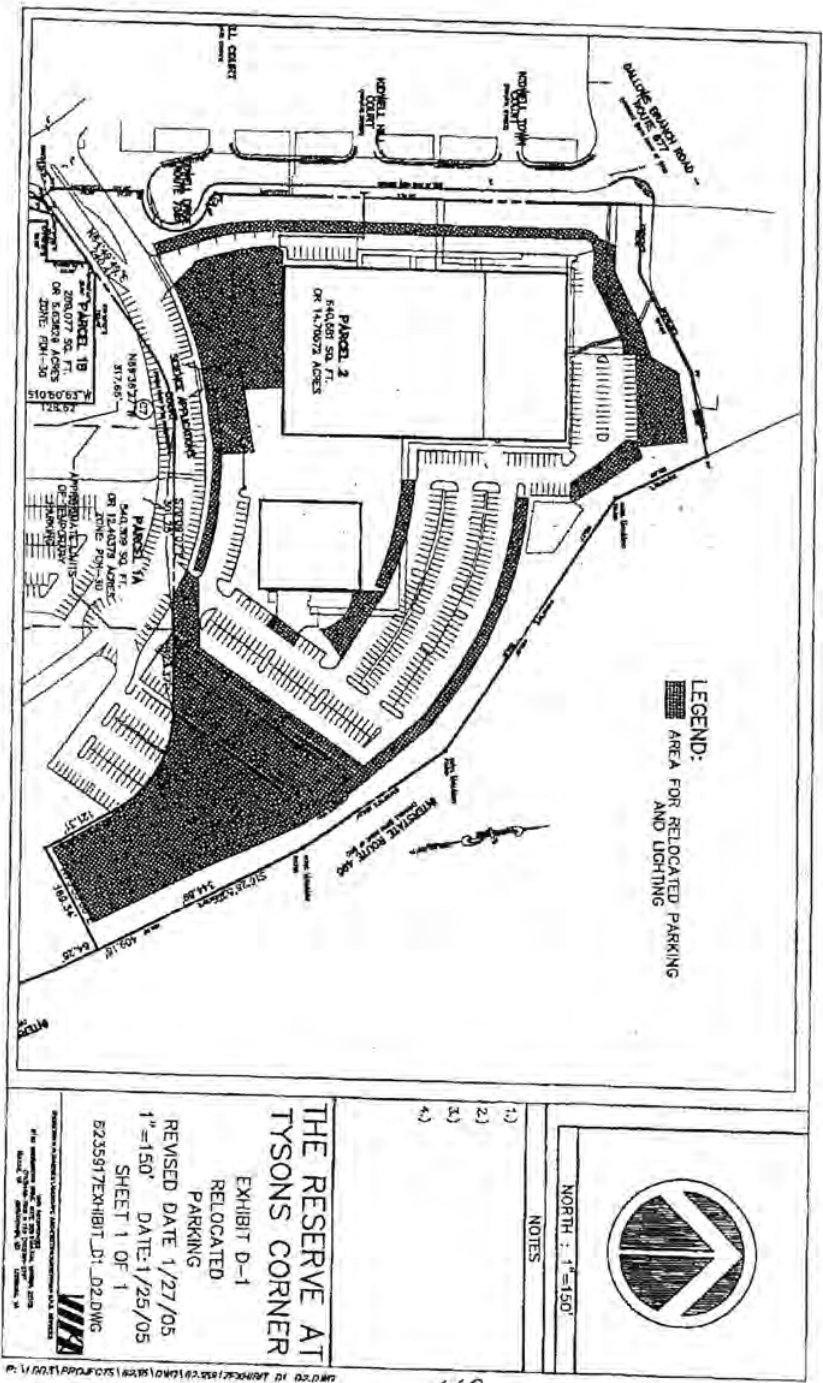




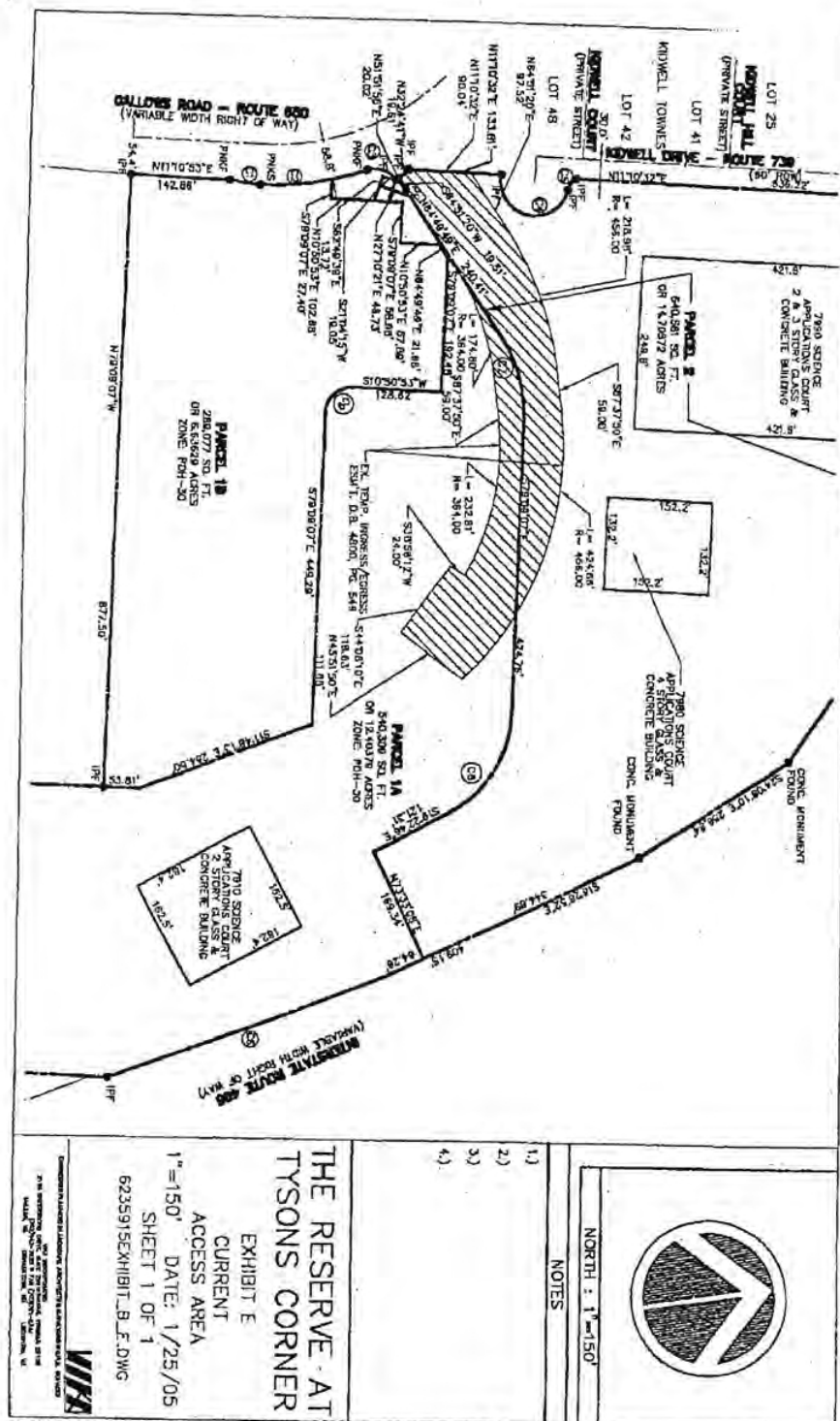
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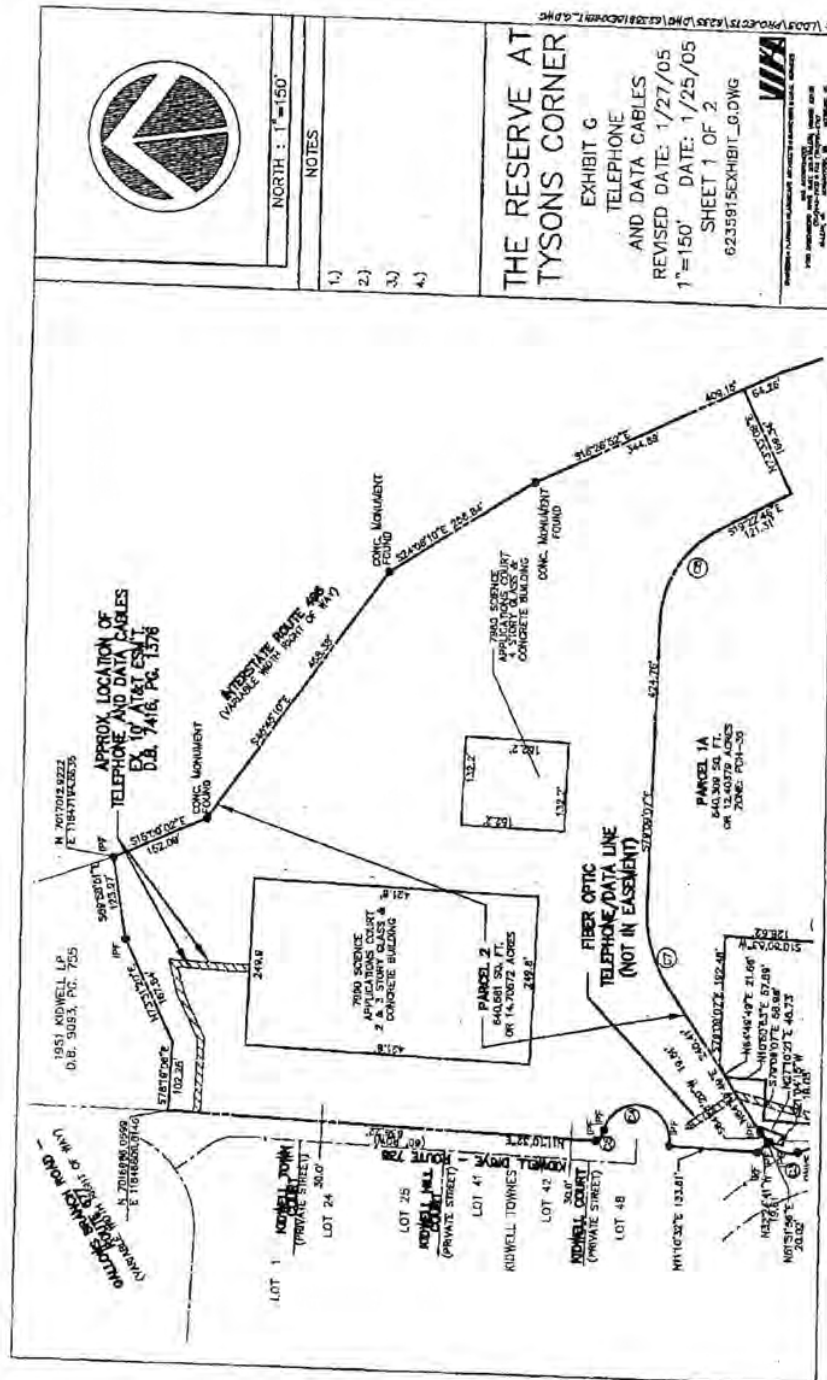
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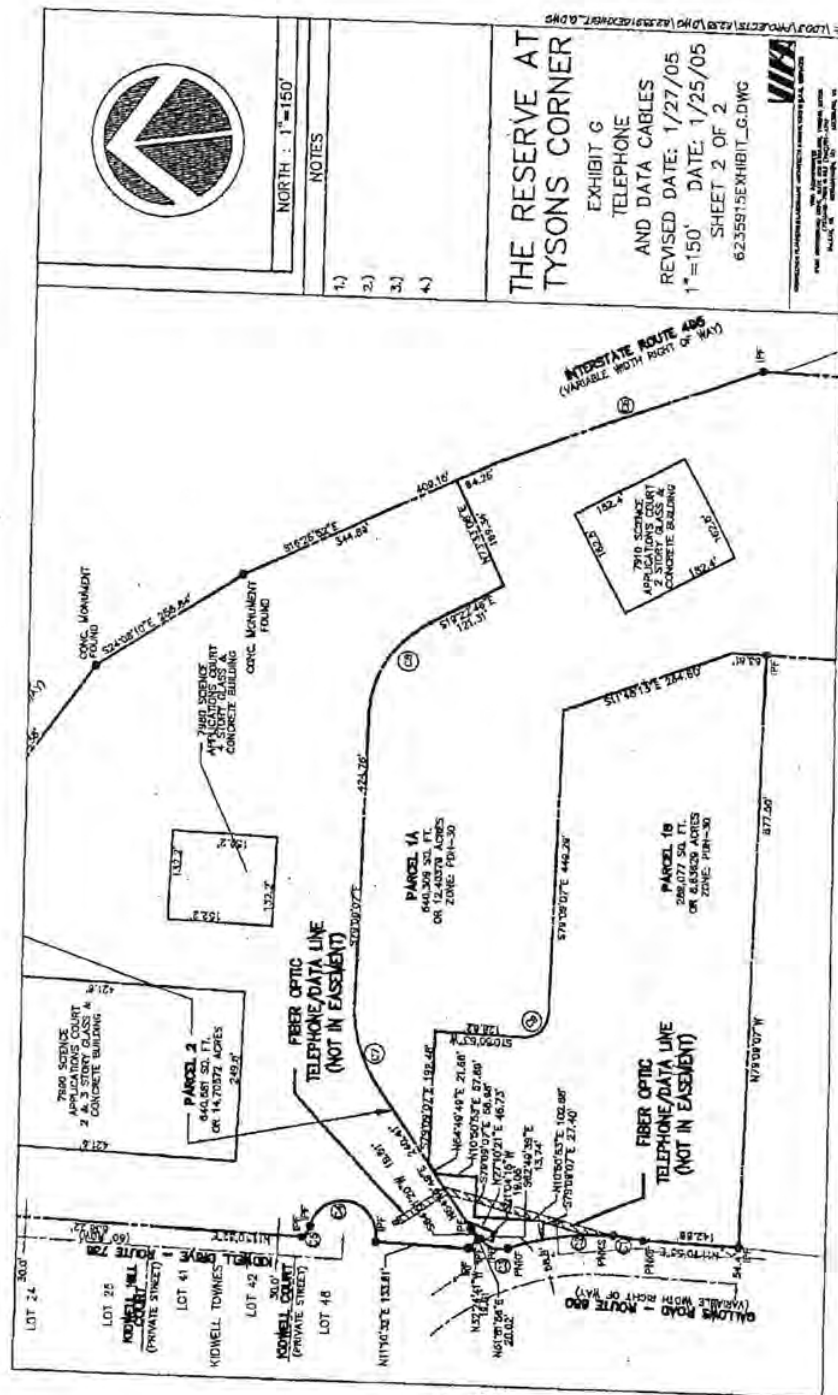














County of Fairfax, Virginia

Attachment 1

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

Lucia Anna Trigiani, Esq.
MercerTrigiani
112 South Alfred Street
Alexandria, VA 22314



Re: Interpretation for RZ/FDP 2003-PR-008; The Reserve at Tysons Corner; Tax Map Numbers 39-2 ((56)) A1, B3, 1-92, 39-2 ((1)) 13A5 and A6: Parking Obligation

Dear Ms. Trigiani:

This determination is in response to your letter of December 22, 2016, requesting an interpretation of the proffers, as well as the approved development conditions and Conceptual/Final Development Plan (C/FDP), accepted and approved in conjunction with the above-referenced application. As I understand it, you are requesting an interpretation of proffer language relating to parking on an adjacent offsite parcel. Specifically, your request concerns whether the proffers accepted in RZ/FDP 2003-PR-008 create a continuing obligation to provide offsite parking on an adjacent property (aka the "Meridian Property"). This determination is based upon your letter dated December 22, 2016, and Exhibit 1, entitled "Proffers RZ 2003-PR-008" dated March 14, 2004. Copies of this letter and exhibits are attached.

The subject property is located on the east side of Kidwell Drive, south of Leesburg Pike, west of Interstate 495 and south of Science Applications Court. The property is zoned PDH-30 pursuant to the approval of RZ 2003-PR-008 by the Board of Supervisors on March 15, 2004, with the Planning Commission approving FDP 2003-PR-008 on April 7, 2004, subject to proffers and development conditions. These applications permitted development of the property with 92 single-family attached and 478 multi-family dwelling units.

Prior to the approval of RZ/FDP 2003-PR-008, the subject property was part of a larger 33.74-acre property identified as Tax Map Number 39-2 ((1)) Parcel 13. This larger property was originally zoned to the I-P District (now I-3) pursuant to the approval of RZ 75-7-004 by the Board of Supervisors on October 29, 1975, subject to proffers. In 2003, two concurrent applications were submitted by Lincoln Property Company Southwest, Inc., in order to develop a portion of this overall property with the residential development described above. PCA 75-7-004-02 was submitted and approved on the entire 33.74 acres in order to delete 19.04 acres from RZ 75-7-004. RZ/FDP 2003-PR-008 was then approved, subject to proffers, to rezone that same 19.04 acres of land to the PDH-30 District. As the property included in all these applications was under single ownership, the proffers for both applications were signed by the same owner, Campus Point Realty Corporation II. The proffer at issue, however, was approved only in connection with the rezoning

Department of Planning and Zoning
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, VA 22035-5000



Excellence * Innovation * Stewardship
Integrity * Teamwork * Public Service



Lucia Anna Trigiani
Page 2

of the 19.04-acre parcel. Subsequent to the approval of RZ/FDP 2003-PR-008, the property subject to RZ/FDP 2003-PR-008 was subdivided from the larger property via approved site plans and record plats.

The proffer at issue with your current request is Proffer 49 of RZ 2003-PR-008, which envisioned the provision of 150 overflow parking spaces on the Meridian Property. Proffer 49 states:

Prior to the approval of the final site plan on the Application Property¹, the Applicant shall provide evidence that a parking agreement is in place with the owners of the adjacent I-3 parcel identified as Tax Map 39-2 ((1)) part 13, permitting overflow parking from the Application Property to utilize parking facilities on the I-3 parcel. A minimum of 150 overflow parking spaces shall be available to all residents of the Application Property during non-business hours on weekdays (after 6:00 pm) and on weekends. This parking agreement shall be recorded in the land records of Fairfax County.

It appears, through submitted plans for the subject property, that compliance with Proffer 49 was demonstrated to Fairfax County through the recordation of a parking agreement in the land records of Fairfax County. You state that you believe the Declaration of Covenants, Restrictions and Easements recorded on January 28, 2005 in Deed Book 16927 at Page 2195 in the Fairfax County land records is the document meant to satisfy Proffer 49—specifically, Section 12.17 of the Declaration of Covenants, Restrictions and Easements as it relates to Overflow Parking Spaces.

The 150 overflow parking spaces were to be located offsite from the 19.04 acres zoned PDH-30, on the portion which retained its I-3 zoning - the Meridian Property (Tax Map Numbers 39-2 ((1)) 13D and 13E), which is currently owned by Tysons Enterprise West LLC and Tyson Enterprise East LLC, and is developed with two existing office/data center buildings and surface parking. In accordance with PCA 75-7-003-3 and SE 2015-PR-021, the Meridian Property will be redeveloped, in part, with a full-size athletic field and parking garage. You now state that the Reserve at Tysons Corner Association Board has been notified that the prior owner of the Meridian Property seeks to terminate the parking agreement with the Association.

In accordance with Section 18-201 of the Zoning Ordinance (“Ordinance”), Board of Supervisors approval of a rezoning application constitutes a permanent (unless further amended) amendment to the Zoning Map. Further, per Section 18-204, any proffered conditions submitted as part of the rezoning application and accepted by the Board of Supervisors become “part of the zoning regulations applicable to the subject property in question, unless subsequently changed by an amendment to the Zoning Map.” Therefore, an approved rezoning and accepted proffers become a part of the Zoning map only for the subject property included in the application, in this case the 19.04 acres described in the application for RZ/FDP 2003-PR-008. Proffer 49 was a commitment

¹ Proffer #1 associated with RZ 2003-PR-008 states that “Development of the Application Property shall be in substantial conformance with the Conceptual/Final Development Plan (CDP/FDP) prepared by VIKI Incorporated, consisting of thirteen (13) sheets dated January 17, 2003 as revised through March 11, 2004...” As shown on Sheet 2 of the CDP/FDP, the portion of the property rezoned to the PDH-30 District per RZ 2003-PR-008 contains 19.04 acres, which is the Application Property referenced in Proffer 49. Please refer to Appendix 1 depicting the 19.04 acres subject to RZ 2003-PR-008, which is from the Staff Report published as part of this rezoning application.

Lucia Anna Trigliani
Page 3

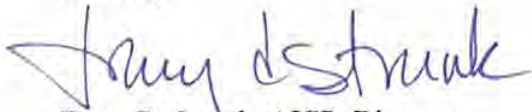
that required the demonstration of the provision of at least 150 overflow parking spaces on the offsite Meridian Property, which was to be secured via a parking agreement to be recorded in the land records. As noted above, this agreement was recorded in Deed Book 16927 at Page 2195 prior to the approval of the site plan, as required.

Proffer 49 specifically required that the overflow parking spaces on an offsite parcel were to be implemented by a private agreement. As noted above, accepted proffers become part of the Zoning map for the property subject to the rezoning only and are not enforceable against an offsite property. By referring to the Meridian Property as the "adjacent I-3 parcel," the proffer language makes clear that that property was not part of the Application property subject to the proffer.

Based on the foregoing, it is my determination that Proffer 49 remains in effect for the 19.04 acres included in RZ 2003-PR-008. Although Proffer 49 remains in effect, a proffer violation cannot be enforced on Meridian because the proffer does not apply to them. The proffer can be removed only through a Proffered Condition Amendment (PCA) application approved by the Board of Supervisors. Information on how to apply for a PCA can be found on our website at: <http://www.fairfaxcounty.gov/dpz/zoning/applications/>.

The determination has been made in my capacity as duly authorized agent of the Zoning Administrator and address only those issues discussed herein and not any separately recorded private agreements. If you have any questions regarding this interpretation, please feel free to contact Kelly M. Atkinson at (703) 324-1290.

Sincerely,



Tracy D. Strunk, AICP, Director
Zoning Evaluation Division, DPZ

N:\Interpretations\Reserve At Tysons Corner RZ 2003-PR-008\2017-02-22 Proffer Interpretation Response - Reserve At Tysons Corner RZ 2003-PR-008.Doc

Attachments: A/S

Cc: Linda Smyth, Supervisor, Providence District
Phillip Niedzielski-Eichner, Planning Commissioner, Providence District
Laura Gori, Esq., Assistant County Attorney, Office of the County Attorney
Diane Johnson-Quinn, Deputy Zoning Administrator, Permit Review Branch, ZAD, DPZ
Ellie Coddington, Acting Director, Code Development and Compliance Division, LDS
Ken Williams, Manager, Site and Technical Services, LDS
Michael Davis, Section Chief for Site Analysis, DOT
Suzanne Wright, Chief, Special Projects/Applications Management Branch, ZED, DPZ
Tysons Enterprise West, LLC, Owner, Tax Map 39-2 ((1)) 13D
Tyson Enterprise East, LLC, Owner, Tax Map 39-2 ((1)) 13E
File: RZ 2003-PR-008, PCA 75-7-004-03 and SE 2015-PR-021, PI 17 01 001, Imaging

MERCERTRIGIANI

Attachment 1

Lucia Anna Trigiani
Pla.Trigiani@MercerTrigiani.com

Direct Dial: 703-837-5008
Direct Fax: 703-837-5018

February 17, 2017

VIA OVERNIGHT MAIL

Suzanne Wright, Branch Chief
Zoning Evaluation Division, Fairfax County
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035-55055

Re: Proffer RZ 2003-PR-008 dated March 14, 2004--
Zoning Interpretation Request – Response Letter

Dear Ms. Wright:

This firm represents The Reserve at Tysons Corner Association, Inc. ("Association"), the entity responsible for the operation and administration of The Reserve at Tysons residential community located in Fairfax County, Virginia ("The Reserve Property").

As you are aware, we submitted a Zoning Interpretation Request to Barbara Berlin on December 22, 2016 on behalf of the Association relating to overflow parking requirements contemplated in Proffer RZ 2003-PR-008 dated March 14, 2004 ("Conditions"). A copy of that letter is enclosed. *Capitalized terms in this letter which are not defined have the meanings contained in our December 22nd letter.*

Since that time, we understand that Brian Winterhalter at Cooley, counsel for Tysons Enterprise East, LLC and Tysons Enterprise West, LLC ("Tysons Enterprise") – the owner of the adjacent Meridian Property, and David Gill at McGuire Woods, counsel for The Boro I Developer, L.P. and The Boro I-C Developer L.L.C. ("Boro Developer") – the developer of the Meridian Property, have submitted letters to you addressing the Association's request for a proffer interpretation.

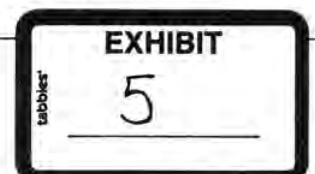
In their letters, Mr. Winterhalter and Mr. Gill assert, among other things, that Fairfax County lacks authority to issue a proffer interpretation binding the Meridian Property because the Conditions were associated with the redevelopment of The Reserve Property and only bind the property which is part of The Reserve. Messrs. Winterhalter and Gill also maintain that the Meridian Property is subject to its own set of proffers, which supersede any and all prior proffers to which the Meridian Property may have been previously subject.

In response to the arguments presented by Messrs. Winterhalter and Gill, we offer the following:

- **Authority.** The Director of the Zoning Evaluation ("Division") has absolute statutory authority pursuant to the Zoning Ordinance to provide interpretations of the Zoning Ordinance, which includes Fairfax County accepted conditions for a property. In this instance, the

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telephone: (703) 837-5000 • fax: (703) 837-5001

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Ms. Suzanne Wright, Branch Chief
February 17, 2017
Page 2

Association has the right to request an interpretation of the Conditions and the Division has authority to interpret the Conditions, *without reservation*.

- **Standard of Review.** In interpreting the Conditions, the Division must rely on the *precise* wording of the pertinent proffer – in this case, Proffer 49, and *must consider the record of the application*. In other words, the purpose of the proffer must be considered, taking into account *all relevant details related to the application* and the basis underlying the proffer with those details in mind.

- **Record of the Application.** Lincoln Property Company Southwest, Inc. (“Lincoln Property”) applied for rezoning of The Reserve Property – as contract purchaser of The Reserve Property, and in conjunction with the rezoning, the Conditions were established. **Both** Lincoln Property and Campus Point Realty Corporation II (“Campus Point”) - the owner of both the Reserve Property *and the Meridian Property* at that time, executed the Conditions.

Also, while the Conditions were established in conjunction with Lincoln Property’s application for the rezoning of The Reserve property – the contract purchaser at the time (“Applicant”), a concurrent application was submitted to amend the development plan which encompassed *both* The Reserve Property and the Meridian Property. As a result of that concurrent application, it appears that the Meridian Property acquired additional FAR to accommodate future expansion. In other words, the Meridian Property benefitted in the rezoning of The Reserve Property. The zoning and rezoning of the two properties was and continues to be intertwined.

- **SAIC Declaration.** Purportedly, to satisfy Proffer 49, the predecessor-in-title to *both The Reserve Property and Meridian Property* – Campus Point, recorded the SAIC Declaration among the Land Records encumbering The Reserve Property and the Meridian Property. Section 12.17 of the SAIC Declaration recites the language in Proffer 49, with one exception – Section 12.17 incorporates a right for the owner of the Meridian Property to terminate the overflow parking rights unilaterally.

While Mr. Gill maintains that the SAIC Declaration cannot be considered by the Division because it is a private contract between the parties, the SAIC Declaration is purportedly the *very instrument which was intended to satisfy the Proffer 49*, and is, consequently, pertinent to the proffer inquiry. The termination language is unquestionably in direct contravention to Proffer 49, and therefore, is null and void. The remainder of the SAIC Declaration – *including the remainder of Section 12.17 which requires overflow parking in accordance with Proffer 49*, survives pursuant to the severability clause in Section 12.6 of the SAIC Declaration, and encumbers both The Reserve Property and the Meridian Property.

- **Adverse Impact on Zoning Compliance.** The improper *unilateral* termination by Tysons Enterprise of the unqualified proffered right for The Reserve residents to utilize overflow parking on the Meridian Property would render the Meridian Property to be in noncompliance with Proffer 49, through no fault of, action by or omission of the Association or its members.

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Ms. Suzanne Wright, Branch Chief
February 17, 2017
Page 3

We believe it is worth noting the Association has consistently been told and has been receptive to working with all shareholders to address parking. Even after submitting the interpretation request, we sent a letter to William Rothschild, also counsel for Tysons Enterprise (perhaps in conjunction with the purchase of the Meridian Property), advising that our client is willing to engage in a dialogue regarding these matters and to accommodate Tysons Enterprise to the extent possible and permissible. While Mr. Rothschild did telephone us acknowledging receipt of our letter in mid-January, we have had no one representing Tysons Enterprise reach out to us since then in an effort to develop a working plan. We find this regrettable.

For the foregoing reasons, we respectfully request that the Division proceed with its determination, and interpret the matter in favor of the Association and the many individuals who reside in The Reserve Community, permitting them to continue to utilize at least 150 parking overflow spaces on the Meridian Property as Proffer 49 contemplates and the SAIC Declaration mandates.

To issue an unfavorable determination to our client - especially in light of the proposed construction of a ballfield, the operation of which will undoubtedly result in increased competition for street parking, will profoundly and negatively impact hundreds of residents in The Reserve, many of whom have been supportive of the ballfield, divesting them of their property rights and potentially impacting their property values.

If you have any questions, please contact Janie Rhoads or me directly. Your consideration of this matter is greatly appreciated.

Very truly yours,



Lucia Anna Trigiani

LAT/jlr
Enclosure

cc: Supervisor Linda Smyth
Barbara C. Berlin, Director Evaluation Division Department of Planning and Zoning
Members, Board of Directors, The Reserve at Tysons Corner Association, Inc.
Janie L. Rhoads, Attorney at Law

#133278

Attachment 2

Mr. Marshall had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Following the public hearing, Kristen Abrahamson, Branch Chief, Zoning Evaluation Division, Department of Planning and Zoning, presented the staff and Planning Commission recommendations.

Chairman Connolly relinquished the Chair to Vice-Chairman Bulova and moved:

- Amendment of the Zoning Ordinance, as it applies to the property which is the subject of Rezoning Application RZ 2003-SP-044, from the R-1 District to the R-3 District, subject to the proffers dated February 10, 2004.
- Modification of the requirement for a sidewalk along Silverbrook Road to permit an eight-foot wide asphalt trail.

Vice-Chairman Bulova seconded the motion and it carried by a vote of seven, Supervisor DuBois, Supervisor Gross, Supervisor Hudgins, Supervisor Kauffman, Supervisor Smyth, Chairman Connolly, and Vice-Chairman Bulova voting "AYE," Supervisor Frey and Supervisor Hyland being out of the room, Supervisor McConnell being absent.

Vice-Chairman Bulova returned the gavel to Chairman Connolly.

ADDITIONAL BOARD MATTER

62. **DISCLOSURE BY CHAIRMAN CONNOLLY REGARDING REZONING APPLICATION RZ 2003-PR-008 AND PROFFERED CONDITION AMENDMENT APPLICATION PCA 75-7-004-2 (PROVIDENCE DISTRICT)** (4:33 p.m.)

Chairman Connolly relinquished the Chair to Vice-Chairman Bulova and said that the next two applications on the agenda involve property owned by Campus Point Realty Corporation II, a closely related business affiliate of his employer, Science Applications International Corporation. He said that because consideration of the applications will constitute a transaction having application solely to a property or business in which he has a personal interest, he will disqualify himself and shall not vote or in any manner act on behalf of the Board in this transaction, including participation in these hearings.

(NOTE: Later in the meeting, the Board held this public hearing. See Clerk's Summary Item CL#63.)

AGENDA ITEMS

63. **4 P.M. – PH ON REZONING APPLICATION RZ 2003-PR-008 AND PROFFERED CONDITION AMENDMENT APPLICATION PCA 75-7-004-2 (LINCOLN PROPERTY COMPANY, INCORPORATED) (PROVIDENCE DISTRICT)** (4:34 p.m.)

- (O) (NOTE: Earlier in the meeting, Chairman Connolly recused himself from this case. See Clerk's Summary Item CL#62.)

The applications are located on the east side of Gallows Road and on the north and south sides of Science Applications Court, Tax Map 39-2 ((1)) 13 pt.

Ms. Elizabeth Baker reaffirmed the validity of the affidavit for the record.

Attachment 2

Ms. Baker had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and she proceeded to present her case.

Following the public hearing, which included testimony by seven speakers, Cathy Belgin, Senior Staff Coordinator, Zoning Evaluation Division, Department of Planning and Zoning, presented the staff and Planning Commission recommendations.

Discussion ensued with input from Barbara A. Byron, Director, Zoning Evaluation Division, Department of Planning and Zoning.

Supervisor Smyth moved approval of Proffered Condition Amendment Application PCA 75-7-004-2, subject to the proffers dated March 11, 2004. Supervisor Kauffman seconded the motion and it carried by a vote of seven, Supervisor Hyland and Chairman Connolly being out of the room, Supervisor McConnell being absent.

Supervisor Smyth further moved:

- Amendment of the Zoning Ordinance, as it applies to the property which is the subject of Rezoning Application RZ 2003-PR-008, from the I-3 and HC Districts to the PDH-30 and HC Districts, subject to the proffers dated March 14, 2004.
- Modification of the transitional screening requirement along the southeastern and southern boundaries where the multi-family units abuts the Courts of Tysons and Tysons Executive Village communities in favor of that shown on the CDP/FDP.
- Waiver of the barrier requirement along the southeastern and southern boundaries where the multi-family housing abuts the Courts of Tysons and Tysons Executive Village communities in favor of that shown on the CDP/FDP.
- Modification of the non-core streetscape design along Gallows Road for the Tysons Urban Center in favor of that shown on the CDP/FDP.
- Waiver of the 200 square foot privacy yard requirement for single family attached homes.
- Modification of the loading space requirement for multi-family dwellings in favor of one loading space provided for each of the buildings (two total spaces).
- Waiver of the 600-foot maximum private street length requirement.

Supervisor Kauffman seconded the motion and it carried by a vote of seven, Supervisor DuBois, Supervisor Frey, Supervisor Gross, Supervisor Hudgins, Supervisor Kauffman, Supervisor Smyth, and Vice-Chairman Bulova voting "AYE," Supervisor Hyland and Chairman Connolly being out of the room, Supervisor McConnell being absent.

ADDITIONAL BOARD MATTER

64. **AGENDA FOR BUDGET WORKSHOP** (5:42 p.m.)

Vice-Chairman Bulova distributed the agenda for the Budget Workshop scheduled for March 22, 2004.

Lucia Anna Trigliani
Pla.Trigliani@MercerTrigliani.com

MERCERTRIGIANI

Direct Dial: (703) 837-5008
Direct Fax: (703) 837-5018

June 28, 2017

VIA HAND DELIVERY

Clerk, Board of Zoning Appeals
Zoning Evaluation Division
Department of Planning and Zoning
12055 Government Center Parkway, 801
Fairfax, Virginia 22035

Re: The Reserve at Tysons Corner Association, Inc. --
Notice of Appeal – Zoning Determination for RZ/FDP 2003-PR-008
The Reserve at Tysons Corner
Tax Map Numbers 39-2 ((56)) A1, B3, 1-92, 39-2 ((1)) 13A5 and A6

Dear Clerk of the Board of Zoning Appeals:

This firm represents The Reserve at Tysons Corner Association, Inc. (“Association”), the Virginia nonstock corporation entity which is responsible for the operation and administration of The Reserve at Tysons community in Fairfax, Virginia.

The Reserve at Tysons community consists of 570 homes – 478 apartments owned by Simpson Property Group, LP and 92 townhomes which are owned individually and are governed by the Townhouse at the Reserve Homeowners Association, Inc. (“Townhouse Association”).

Pursuant to Section 18-300 et seq. of the Fairfax County Zoning Ordinance (“Ordinance”), this letter serves as our Notice of Appeal to the Zoning Determination rendered in response to our Zoning Interpretation request submitted on December 22, 2016 (“Interpretation Request”). A copy of the Interpretation Request is enclosed as **Exhibit 1**. *Capitalized terms used in this letter have the meanings set forth in in the Interpretation Request.*

The Interpretation Request requested an interpretation of Proffer 49 of the Conditions. A copy of the Conditions is enclosed as **Exhibit 2**. A copy of the SAIC Declaration is enclosed as **Exhibit 3**. In summary, on behalf of the Association, we requested whether the owner of the Meridian Property is entitled to *unilaterally* terminate the rights of individuals residing on the Reserve Property to the minimum of 150 overflow parking spaces required to be located on the Meridian Property for the use of Reserve Property residents pursuant to Proffer 49 of the Conditions, which is *unqualified* in light of its permanency.

On May 30, 2017 – *six months after the Zoning Interpretation was submitted*, Tracy D. Strunk, AICP, Director of the Zoning Evaluation Division of the Department of Planning and Zoning for Fairfax County, Virginia issued a Zoning Determination on behalf of the Zoning Administrator and in response to our Interpretation Request. A copy of the Zoning Determination is enclosed as **Exhibit 4**. In short, the Zoning Determination holds that Proffer 49 remains in effect for the 19.04 acres included in RZ 2003-PR-008 – which comprises The Reserve Property, but is not enforceable against Meridian.

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Clerk, Board of Zoning Appeals

June 28, 2017

Page 2

Pursuant to Section 18-301 of the Ordinance, any person aggrieved by any decision of the Zoning Administrator relating to a proffered condition may appeal to the Board of Supervisors as provided in Paragraph 10 of Section 18-204 of the Ordinance. Paragraph 10 of Section 18-204 of the Ordinance provides that such appeal shall specify the grounds on which the party is aggrieved and the basis for the appeal.

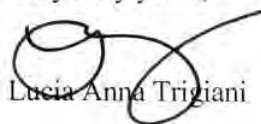
The Association is aggrieved by the Zoning Determination because, *among other things*:

- The Zoning Determination renders the Reserve Property in non-compliance with Proffer 49 of the Conditions – through no fault of the Association or any of the members or residents who reside at the Reserve Property, *and with no means of recourse or redress*.
- Members of the Association and residents in the community bear significant hardship without access to the overflow parking spaces which are clearly contemplated in and unequivocally required by the Conditions to be located on the Meridian Property.
- The resulting zoning non-compliance and lack of adequate parking have a negative impact on property values and the ability to sell property located in the Reserve at Tysons community.

This forced non-compliance and the significant hardships imposed on Association members and Reserve Property residents are the direct result of the Zoning Determination which holds that the proffers remain in effect, but are unenforceable. ***This determination is irreconcilable and inconsistent.*** The Zoning Interpretation has a negative impact on property values and the sale of property in The Reserve at Tysons community. The foregoing matters serve as the primary basis of this Notice of Appeal, as do the arguments raised in our Interpretation Request and letter to Suzanne Wright dated February 17, 2017 (“Response Letter”), a copy of which is enclosed as **Exhibit 5**.

Pursuant to Section 18-106 of the Ordinance, we have provided a copy of this Notice of Appeal and enclosures and a check in the amount of \$600.00 to the Zoning Administrator. Please contact my colleague, Janie Rhoads, or me with questions or if additional information is needed. We look forward to hearing from you.

Very truly yours,



Lucia Anna Trigiani

LAT/mch

cc: Zoning Administrator
Members, Board of Directors
Janie L. Rhoads, Attorney at Law

Enclosures: Interpretation Request (**Exhibit 1**); Conditions (**Exhibit 2**); SAIC Declaration (**Exhibit 3**);
Zoning Determination (**Exhibit 4**); Response Letter (**Exhibit 5**)

#138498

INFORMATION - 1

Fairfax-Falls Church Community Services Board 2018 Fee Schedule

Since its establishment in 1969, the Fairfax-Falls Church Community Services Board (CSB) has complied with Section 37.2-504 (A) (7) of the Code of Virginia, which states the CSB shall prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the CSB Board and establish procedures for the collection of the same.

The CSB ensures compliance with the Code of Virginia by: (1) conducting a review of fee-related materials by a Committee comprised of CSB Board members and CSB staff; (2) publicizing the proposed changes in English, Spanish, Vietnamese and Korean (e.g., on the www.fairfaxcounty/csb webpage and in CSB News); (3) posting a Notice of Public Comment and accepting written comments regarding proposed changes; and (4) accepting comments during a public CSB Board meeting.

In accordance with the CSB's Memorandum of Agreement with the Board of Supervisors as well as State regulations, on October 25, 2017, the CSB Board approved a Fee Schedule with revisions to selected service charges.

The services on the Fee Schedule include outpatient, residential, and ancillary services. Fees for Virginia Medicaid State Plan Option services are set at the Medicaid reimbursement rate. Fees for outpatient services are traditionally cost-based and recorded in increments that are consistent with Current Procedural Terminology (CPT) maintained by the American Medical Association to uniformly describe medical (including psychiatric), surgical, and diagnostic services. Fees for residential services are primarily income-based due to the extended length of stay for residential treatment or the permanency of a community-living setting for individuals with an intellectual disability. Ancillary charges include usual and customary fees such as those to cover administrative costs such as copying records or returned checks and as prescribed by Fairfax County Code and/or the Code of Virginia.

The current proposed changes to the CSB Fee Schedule are primarily attributable to separating the CSB Guidelines for Assigning Priority Access to CSB Services from the Reimbursement for Services Policy; synchronizing the CSB Ability to Pay Scale with the Federal Poverty Levels (FPL); updating the CSB Fee Schedule to reflect the services provided in the CSB; and updating CSB service fees to more closely reflect CSB costs and to maximize Medicare reimbursement.

Unless otherwise directed by the Board of Supervisors, the County Executive will direct staff to proceed with the implementation of the revised Fee Schedule. Sufficient advance notice of fee changes must be given to consumers.

FISCAL IMPACT:

The fee-related documents provide the CSB with uniform mechanisms to maximize revenues from clients, Medicaid and other health insurance plans. The FY 2018 adopted budget for the CSB includes \$17.8 million in estimated fee revenues. No material change is anticipated as a result of the proposed revisions.

ENCLOSED DOCUMENT:

Attachment 1 - CSB Fee Schedule

Attachment 2 - Summary of CSB Fee Related Changes

STAFF:

Patricia Harrison, Deputy County Executive

Tisha Deeghan, Executive Director, Fairfax-Falls Church CSB

G. Michael Lane, Deputy Director Administrative Operations, Fairfax-Falls Church CSB

LaKeisha Flores, CSB Business Operations, Director

Service	Billing Procedure Code	Subject to Ability to Pay Scale	Effective February 1, 2017	Effective February 1, 2018
Adolescent Day Treatment—MH	H0035-HA	Yes	\$36.53 per unit	
Adolescent Day Treatment - SA	-	Yes	\$4.80 per 15 minutes	\$4.80 per 15 minutes
Adult Day Treatment - MH	H0035-HB	Yes	\$34.78 per unit	\$34.78 per unit
Adult Day Treatment—SA	H0047	Yes	\$4.80 per 15 minutes	
A New Beginning Residential Treatment	-	Yes	\$238.30 per day	\$238.30 per day
GAP Case Management - Regular Intensity	H0023-UB	Yes	\$195.90 per month	\$195.90 per month
GAP Case Management - High Intensity	H0023-UC	Yes	\$220.90 per month	\$220.90 per month
Case Management—ID	Yes	Yes	\$326.50 per month	
Case Management - MH	H0023	Yes	\$326.50 per month	\$326.50 per month
Case Management - DD	T1017	Yes		\$326.50 per month
Case Management - SA	H0006	Yes	\$16.50 per 15 minutes	\$243.00 per month
Congregate Residential ID Waiver Services	97535	No	\$17.71 per hour	\$17.71 per hour
Contracted Residential Treatment - Intermediate Rehabilitation/Reentry		Yes	\$163 per day	\$163 per day
Crisis Intervention	H0036 or 90839 or 90840	Yes	\$30.79 per 15 minutes	\$30.79 per 15 minutes
Crisis Stabilization - Adult Residential	H2019	Yes	\$89 per hour	\$89 per hour
Crossroads Adult Residential Treatment	-	Yes	\$186.52 per day	\$186.52 per day
Crossroads-Youth-Residential-Treatment	-	Yes		
Detoxification, Medical, Residential-setting	-	Yes	\$750 per day	\$750 per day
Detoxification, Social, Residential-setting		Yes	\$495 per day	\$750 per day
Drop-In Support Services, ID	-	Yes	Rate set by vendor(s) but no less than \$2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge \$2 per hour.	Rate set by vendor(s) but no less than \$2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge \$2 per hour.
Family Therapy w/out client	90846	Yes	\$80.00 per hour	\$111.24 per event
Family Therapy w/ client	90847	Yes	\$80.00 per hour	\$115.43 per event
Group Therapy/Counseling	90853	Yes	\$4.80 per 15 minutes	\$27.86 per event
Head Start - Services to	-	No	\$25 per 15 minutes	\$25 per 15 minutes
Independent Evaluations	-	No	\$75 each	\$75 each
Individual Therapy/Counseling (16 to 37 minutes)	90832	Yes	\$80.00 per hour	\$69.08 per event
Individual Therapy/Counseling (38 to 52 minutes)	90834	Yes	\$80.00 per hour	\$91.82 per event
Individual Therapy/Counseling (53 minutes or greater)	90837	Yes	\$80.00 per hour	\$137.74 per event
Initial Evaluation/Assessment	90791	Yes	\$150 per event	\$150 per event
Injection Procedure	96372	Yes	\$20.00	\$30.20 per event
Intensive Community Treatment	H0039	Yes	\$153 per hour	\$153 per hour
Intensive Outpatient - SA	H0015	Yes	\$4.80 per 15 minutes	\$250.00 per day

Service	Billing Procedure Code	Subject to Ability to Pay Scale	Effective February 1, 2017	Effective February 1, 2018
Interactive Complexity*	90785	Yes	\$15 add on to other clinic services when there is a factor that complicates the psychiatric service or increases the work intensity of the psychotherapy service	\$15 add on to other clinic services when there is a factor that complicates the psychiatric service or increases the work intensity of the psychotherapy service
Lab Tests	-	No	Actual Cost	Actual Cost
Late Cancellation or No Show	-	Yes	\$25.00	\$25.00
Legal Testimony	-	Yes	\$25 per 15 minutes	\$25 per 15 minutes
Medication Management	90862	Yes		
Mental Health Skill-building Service	H0046	Yes	\$91 per unit	\$91 per unit
Multi-Family Group Therapy	90849	Yes	\$25 per event	\$25 per event
Neurological Testing		Yes	\$1168 per event	\$1168 per event
New Generations Residential Treatment	H0010	Yes	\$120 per day	\$393.50 per month
Nursing Assessment		Yes	Deleted; using other procedural	
Nursing Subsequent Care	99211	Yes	\$29 per event	\$29 per event
Peer Support Services - Individual/SA	T1012	Yes		\$6.50 per 15 minutes
Peer Support Services - Group/SA	S9445	Yes		\$2.70 per 15 minutes
Peer Support Services - Individual/MH		Yes		TBD by Medicaid
Peer Support Services - Group/MH		Yes		TBD by Medicaid
Physical Exam (Physician)	99385-99387	Yes	\$167 per event	\$167 per event
Psychiatric Evaluation	90792	Yes	\$219 per event	\$219 per event
Psychiatric Evaluation & Management High Complexity - New Patient	99205	Yes		\$234.95 per event
Psychiatric Evaluation & Management Low Complexity - New Patient	99203	Yes		\$124.25 per event
Psychiatric Evaluation & Management Moderate Complexity - New Patient	99204	Yes		\$187.06 per event
Psychiatric Evaluation & Management High Complexity	99215	Yes	\$144 per event	\$164.91 per event
Psychiatric Evaluation & Management Low Complexity	99213	Yes	\$54 per event	\$83.79 per event
Psychiatric Evaluation & Management Moderate Complexity	99214	Yes	\$90 per event	\$122.82 per event
Psychological Testing	-	No	\$150 per event	\$150 per event
Psychological Testing Battery	96101	Yes	\$851 per event	\$851 per event
Psychosocial Rehabilitation	H2017	Yes	\$24.23 per unit	\$24.23 per unit
Psychological Assessment	H0032	Yes		
Psychological Assessment, Adult Therapeutic Day Treatment	H0032 - U7	Yes		\$36.53 Per event
Psychological Assessment, Psychosocial Rehab	H0032 - U6	Yes		\$24.23 per event
Psychological Assessment, GAP SMI Short Form	H0032 - UB	Yes		\$37.00 per event
Psychological Assessment, GAP SMI Long Form	H0032 - UC	Yes		\$75.00 per event
Psychological Assessment, Intensive Community Treatment	H0032 - U9	Yes		\$153.00 per event
Psychological Assessment, Mental Health Skill Building	H0032 - U8	Yes		\$91.00 per event
Release of Information: Individual	-	No	50¢ per pg up to 50 pgs; 25¢ per pg for > = 51 pgs	50¢ per pg up to 50 pgs; 25¢ per pg for > = 51 pgs
Release of Information: Research	-	No	\$10.00	\$10.00

Service	Billing Procedure Code	Subject to Ability to Pay Scale	Effective February 1, 2017	Effective February 1, 2018
Release of Information: Third Party	-	No	\$10 admin fee 50¢ per pg up to 50 pgs; 25¢ per pg for > = 51 pgs	\$10 admin fee 50¢ per pg up to 50 pgs; 25¢ per pg for > = 51 pgs
Release of Information: Worker's Compensation	-	No	\$15.00	\$15.00
Residential Fee ID Community Living Services	-	No	75% of gross income	75% of gross income
Residential Fee MH/SA Community Living Services	-	No	30% of gross income	30% of gross income
Returned Check (due to insufficient funds or closed account)	-	No	\$50.00	\$50.00
Skilled Nursing Waiver LPN Services	T1003	No	\$7.82 per 15 min	\$7.99 per 15 min
Skilled Nursing Waiver RN Services	T1002	No	\$9.02 per 15 min	\$9.22 per 15 min
Sojourn House Residential Treatment	H2020	Yes		
Telehealth Facility Fee	GT Modifier	No	\$20.00	\$20.00
Transportation	-	No	\$100 per month	\$100 per month
Turning Point Program	-	Yes	\$285.71 per month	\$285.71 per month
Urine Collection & Drug Screening- Retests Only	-	Yes	\$25.00	\$25.00
Wraparound Fairfax	-	No	\$1230 per month	\$1270 per month
DDW Case Management		No	\$242.73 per month	\$242.73 per month
DDW Group Home Residential 5 person Tier 1	H2022-U2	No	\$221.80 per day	\$221.80 per day
DDW Group Home Residential 5 person Tier 2	H2022-U2	No	\$249.07 per day	\$249.07 per day
DDW Group Home Residential 5 person Tier 3	H2022-U2	No	\$276.33 per day	\$276.33 per day
DDW Group Home Residential 5 person Tier 4	H2022-U2	No	\$325.40 per day	\$325.40 per day
DDW Group Home Residential 6 person Tier 1	H2022-U3	No	\$214.99 per day	\$214.99 per day
DDW Group Home Residential 6 person Tier 2	H2022-U3	No	\$238.84 per day	\$238.84 per day
DDW Group Home Residential 6 person Tier 3	H2022-U3	No	\$266.10 per day	\$266.10 per day
DDW Group Home Residential 6 person Tier 4	H2022-U3	No	\$316.88 per day	\$316.88 per day
DDW Group Home Residential 7 person Tier 1	H2022-U4	No		\$208.17 per day
DDW Group Home Residential 7 person Tier 2	H2022-U4	No		\$228.61 per day
DDW Group Home Residential 7 person Tier 3	H2022-U4	No		\$255.88 per day
DDW Group Home Residential 7 person Tier 4	H2022-U4	No		\$308.36 per day
PERS Medication Monitoring	S5185	No	\$58.41	\$58.41
PERS Monitoring	S5161	No	\$35.05	\$35.05
PERS Installation	S5160	No	\$58.41	\$58.41
PERS Installation & Medication Monitoring	S5160-U1	No	\$87.62	\$87.62
DDW Skilled Nursing, Registered Nurse	S9123	No	\$11.28 per 15 min	\$11.28 per 15 min
DDW Skilled Nursing, Licensed Practice Nurse	S9124	No	\$9.78 per 15 min	\$9.78 per 15 min
DDW Transition Services	T2038	No	Unit varies/\$5000 yearly limit	Unit varies/\$5000 yearly limit
DDW Assistive Technology, Maintenance Costs Only	T1999-U5	No	Unit varies/\$5000 yearly limit	Unit varies/\$5000 yearly limit

Summary of Changes to CSB 2017-2018 Fee Related Documents

Reimbursement for Services Policy 2120

- **Separated** the CSB Guidelines for Assigning Priority Access to CSB Services from the Reimbursement for Services Policy. The CSB Guidelines for Assigning Priority Access to CSB Services is covered in a separate Board Policy.

Ability to Pay Scale

- **Synchronizes** the Ability to Pay Scale income levels with the Federal Poverty Levels published by the federal government every January.

Fee Schedule

- **Adds** Addiction Recovery and Treatment Services.
- **Removes** Substance Use services that were discontinued through the implementation of ARTS.
- **Removes** CSB services that are no longer offered.
- **Clarifies** Service names, procedure codes, and billing intervals.
- **Adds** Mental Health Peer Support Services. Fees will be made available through DMAS.
- **Adds** Psychiatric Evaluation and Management services for New Patients.
- **Adds** Individual Therapy/Counseling for 16 to 37 minutes; and 38 to 52 minutes.
- **Adds** Psychological Assessments for Adult Day Treatment, Psychosocial Rehab, GAP SMI, Intensive Community Treatment, and Mental Health Skill Building.
- **Updates** Outpatient service fees to maximize Medicare reimbursement.

Fee and Subsidy Related Procedures Regulation 2120.1

Regulation

- Delete "Regulation and/ or the" in Section II of the Regulation. The CSB Board is not required to approve revisions to the Regulation.
- Change "American Medical Association (related to procedural codes)" in Section II, F of the regulation to "Relevant Professional Associations".

Eligibility

- Delete Appendix A, "Guidelines for Assigning Priority Access to CSB Services".

Fees for Service

- Change the term "liability" to "subsidy" to reflect the language used in Policy 2120.

Subsidy Determination

- Delete reference to "household income" in Section VIII, C, i.
- Add clarification when applying full-fee standards to Medicaid enrollees.

Supplemental Subsidy

- Clarify supplemental subsidy determination criteria. (Section VIII, C, iv)

INFORMATION – 2

Presentation of the Fiscal Year 2017 Comprehensive Annual Financial Report (CAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for fiscal year 2017 have been audited by Cherry Bekaert LLP (CB), and CB's unmodified opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's CAFR. A representative from Cherry Bekaert is with us today.

In addition to meeting the requirements of the Code, the audit was designed to meet federal regulations as outlined in the Code of Federal Regulations, Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Known as the Single Audit, this is a special type of compliance audit applicable to specific federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. Cherry Bekaert's reports related specifically to this audit activity are included as a separate report and bound as part of the Board of Supervisors Reports document.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses.

The CAFR presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The Fiscal Year 2016 CAFR for the County was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA, for the 39th time.

A comprehensive package was delivered directly to the offices of each member of the Board of Supervisors on or before December 1, 2017. The package included:

- The Fiscal Year 2017 Comprehensive Annual Financial Report;
- Cherry Bekaert's required communications and reports addressed to the Board*;
- Compliance reports*.

*these reports are included within the Fairfax County Board of Supervisors Reports document.

In compliance with the Code, a copy of the Fiscal Year 2017 CAFR is being provided to the Clerk to the Board of Supervisors where it shall remain open to public inspection. The CAFR is also being made available for public use on Fairfax County's web site.

In addition to the above stated documents, the package also included the County's first edition of the FY 2017 Popular Annual Financial Report (PAFR). To meet the varied needs of our citizens, legislative and oversight bodies, financial managers, investors and others, the CAFR presents a large and complex volume of financial information presented at an extremely detailed level. Conversely, the PAFR is designed to offer those with a general interest in the County's financial activities a less detailed glimpse at selected data from the CAFR, presented in a highly readable format.

The GFOA PAFR award program annually recognizes high quality reports that meet the GFOA's criteria for reader appeal, understandability, dissemination and other related requirements. The FY 2017 PAFR will be submitted for peer review and award consideration by the GFOA.

ENCLOSED DOCUMENTS:

A comprehensive package was delivered directly to the offices of each member of the Board of Supervisors on or before December 1, 2017. The package included:

- The Fiscal Year 2017 Comprehensive Annual Financial Report;
- Cherry Bekaert's required communications and reports addressed to the Board*;
- Compliance reports*.

*these reports are included within the Fairfax County Board of Supervisors Reports document.

In compliance with the Code, a copy of the Fiscal Year 2017 CAFR is being provided to the Clerk to the Board of Supervisors where it shall remain open to public inspection. The CAFR will be made available for public use on Fairfax County's web site at the conclusion of the December 5, 2017 Board of Supervisor meeting at:
<http://www.fairfaxcounty.gov/finance/cafr.htm>

STAFF:

Joseph M. Mondoro, Chief Financial Officer, Department of Management and Budget
Christopher J. Pietsch, Director, Department of Finance
Deirdre M. Finneran, Deputy Director, Department of Finance
Richard M. Modie Jr., Chief, Financial Reporting Division, Department of Finance
Tanya D. Burrell, Chief, Financial Operations Division, Department of Finance

INFORMATION - 3

Contract Award – Nursing and Other Healthcare Services

The Department of Procurement and Material Management (DPMM) issued a Request for Proposal (RFP2000002222) soliciting qualified sources to provide Continuous Duty Nursing, Continuous Duty Float Nursing and Temporary Health Care Professional Services (Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants), to replace expiring contracts.

The RFP was publicly advertised in accordance with the Fairfax County Purchasing Resolution and 15 organizations responded with proposals by the closing date. The Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the final evaluation of the proposals, the SAC conducted oral interviews with the top ranked offerors. The SAC negotiated with the top ranked offerors and unanimously recommended to award contracts to:

	Continuous Duty Nursing Services	Continuous Duty Float Nursing Services	Temporary Healthcare Services
Anchor Healthcare Services	X		
Maxim Healthcare Services, Inc.	X	X	X
MPS Healthcare dba Continuum Pediatric Nursing	X		
Pediatric Services of America dba PSA Healthcare	X		
The Medical Team, Inc.	X		

These offerors best demonstrated the ability to provide the services outlined in the RFP, adequately described relevant experience and provided detailed staffing plans with experienced and qualified staff with applicable licenses and resumes, provided satisfactory professional references, submitted adequate financial statements and demonstrated a good understanding of the requirements of the RFP and their ability to carry them out effectively. They also demonstrated an awareness of issues associated with these services.

The Department of Tax Administration (DTA) has verified that Anchor Healthcare Services, MPS Healthcare dba Continuum Pediatric Nursing, Pediatric Services of America dba PSA Healthcare and The Medical Team, Inc., possess the appropriate Fairfax County Business, Professional and Occupational License (BPOL) and Maxim Healthcare Services, Inc., is not required to have a Fairfax County Business, Professional

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and Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the Department of Procurement and Material Management will award the contracts to Anchor Healthcare Services, Maxim Healthcare Services, Inc., MPS Healthcare dba Continuum Pediatric, PSA Pediatric Services of America dba PSA Healthcare and The Medical Team, Inc. The contracts will begin on January 1, 2018 and terminate on December 31, 2021, with two (2) one-year renewal options.

FISCAL IMPACT:

The total estimated amount of the contracts for the first year is \$1,800,000 and is funded in the Health Department in the General Fund. These contracts are included in the FY 2018 Adopted Budget Plan.

ENCLOSED DOCUMENTS:

Attachment 1: List of Offerors for RFP2000002222

STAFF:

Cathy A. Muse, Director, Department of Procurement and Material Management
Gloria Addo-Ayensu, MD, Director of Health, Health Department
Lee Ann Pender, Acting Director, Department of Administration for Human Services

ATTACHMENT 1

List of Offerors

Name	SWAM Status
ACT-1 Government Solutions/All's Well	Large, Minority Owned Small and Large
Anchor Healthcare Services	Women-Owned Small
Assignment America dba Medical Staffing Network	N/A
Delta-T Group Virginia, Inc.	Small
Dymendum Health LLC	Women-Owned Small
Epic Developmental Services	Large
HealthForce of Virginia, Inc.	Small
Home Health Connection, Inc.	N/A
Kerros & Associates LLC dba Smartcare Government Group	Minority-Owned Small and Women-Owned Small
Maxim Healthcare Services, Inc.	Large
Motir Services, Inc.	Minority-Owned Small
MPS Healthcare dba Continuum Pediatric Nursing Services	Large
Pediatric Services of America dba PSA Healthcare	Large
Sunbelt Staffing Solutions, Inc.	Large
The Medical Team, Inc.	Women-Owned Small

INFORMATION - 4

Contract Award – Legal Services for Individuals with Disabilities

The Department of Family Services' Disability Services Planning and Development unit provides contracted legal assistance with Legal Services of Northern Virginia (LSNV) for families with a disabled family member who needs legal assistance and representation regarding denied or terminated Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) and/or who are receiving General Relief benefits and appear to be eligible for SSI or SSDI, or have received overpayments from SSI or SSDI. General Relief beneficiaries who are deemed eligible for SSI or SSDI because of this program results in reimbursements to Fairfax County for all General Relief payments made to the client since he/she applied for SSI or SSDI. LSNV also represents people with disabilities that have been discriminated against due to disability in the areas of housing, employment, transportation and public accommodations.

The Department of Procurement and Material Management, the Department of Administration for Human Services and the Department of Family Services negotiated a non-competitive contract award with Legal Services of Northern Virginia for the provision of these services. Legal Services of Northern Virginia is the only local non-profit provider of legal services with specialized expertise in the areas of individuals with disabilities, benefits and other areas of law related to the Americans with Disabilities Act. Legal Services of Northern Virginia provides this legal advice and representation without regard to the individual's ability to pay for services. Legal Services of Northern Virginia has several offices accessible to individuals with disabilities by public transportation.

The Department of Tax Administration has verified that Legal Services of Northern Virginia is not required to have a Fairfax County Business, Professional, and Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the Purchasing Agent will award the contract to Legal Services of Northern Virginia. This contract will begin on January 1, 2018, and terminate on December 31, 2022.

FISCAL IMPACT:

The total estimated cost of the contract is \$50,267 per year, or \$251,335 over the life of the contract. This contract is funded in the Department of Family Services in the General Fund and is included in the FY 2018 Adopted Budget Plan.

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ENCLOSED DOCUMENTS:

None

STAFF:

Cathy Muse, Director, Department of Procurement and Material Management

Nannette M. Bowler, Director, Department of Family Services

Lee Ann Pender, Acting Director, Department of Administration for Human Services

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10:40 a.m.

Matters Presented by Board Members

11:30 a.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
 - 1. *2525 Network Drive Owner, LLC, and 13861 Sunrise Valley Drive Owner, LLC, and 13865 Sunrise Valley Drive Owner, LLC v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2017-12270 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 2. *Magaly Hernandez v. Fairfax County, Virginia*, Appeal No. 17-1152 (4th Cir.)
 - 3. *Elizabeth L. Chapman and Lisa M. Alcazar v. County of Fairfax, Virginia*, Case No. 1:17-cv-965 (E.D. Va.)
 - 4. *Rachel Watson v. Fairfax County, Virginia*, Case No. 1:17-cv-694 (E.D.Va.)
 - 5. *Saba Ishan v. James Jones*, Case No. CL-2017-0003539 (Alex. Cir. Ct.)
 - 6. *Gerald E. Preston v. Officer A. Harrell*, Case No. GV17-011154 (Fx. Co. Gen. Dist. Ct.)
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Cindy Reed Paska*, Case No. GV17-023049 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edward Rodney Johnson and Kathleen R. Yuergens*, Case No. GV17- 019511 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 - 9. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. John Douglas Sanders, Trustee of the John Douglas Sanders Revocable Trust*, Case No. GV17-019995 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 - 10. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Crystal Payne*, Case No. GV17-024296 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

11. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia, v. Norman Joseph Fry and Laura A. Fry*, Case No. GV17-024772 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. H.D. Development of Maryland, Inc.*, Case No. CL-2017-0000707 (Fx. Co. Cir. Ct.) (Lee District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ragheb Aburish*, Case No. CL-2017-0015519 (Fx. Co. Cir. Ct.) (Mason District)
14. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Jonathan Clark and Carolyn Clark*, Case No. CL-2017-0016073 (Fx. Co. Cir. Ct.) (Mason District)
15. *United States Customs and Border Protection, Office of Information and Technology v. Fairfax County* (Fairfax County Board of Building Code Appeals) (Mount Vernon District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shahriar Salartash*, Case No. CL-2017-0015868 (Fx. Co. Cir. Ct.) (Mount Vernon District)
17. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Marina P. Farzad*, Case No. CL-2014-0005184 (Fx. Co. Cir. Ct.) (Providence District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kenneth L. Wines, Sr., and Shirley M. Wines*, Case No. GV17-021931 (Fx. Co. Gen. Dist. Ct.) (Providence District)
19. In re: May 3, 2017, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Case No. CL-2017-0007913 (Fx. Co. Cir. Ct.) (Springfield District)
20. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Rubina Siddiqui*, Case No. GV17-019994 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
21. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Darrell Davis Poe*, Case No. CL-2017-0011009 (Fx. Co. Cir. Ct.) (Springfield District)
22. *Board of Supervisors of Fairfax County v. Solution Towing, Inc.*, Case No. GV17-023640 (Fx. Co. Gen. Dist. Ct.) (Dranesville, Hunter Mill, Lee, Mount Vernon, Providence, Springfield, and Sully Districts)
23. *Board of Supervisors of Fairfax County v. Edward Lang & Premier Realty, Inc., d/b/a RE/MAX Premier*, Case No. GV17-023641 (Fx. Co. Gen. Dist. Ct.) (Springfield and Sully Districts)

Board Agenda Item
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3:30 p.m.

Public Hearing on SE 2017-SP-018 (Cellco Partnership D/B/A Verizon Wireless) to Permit a Telecommunications Facility (Monopole), Located on Approximately 12.50 Acres of Land Zoned R-3 and WS (Springfield District)

This property is located at 4515 Stringfellow Road, Chantilly, 20151. Tax Map 45-3 ((1)) 10

The Board of Supervisors deferred this public hearing at the November 21, 2017 meeting until December 5, 2017 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On November 2, 2017, the Planning Commission voted 9-0 (Commissioner Hart was absent from the public hearing) to recommend approval to the Board of Supervisors of SE 2017-SP-018, subject to the development conditions dated November 2, 2017.

In a related action, on November 2, 2017, the Planning Commission voted 9-0 (Commissioner Hart was absent from the public hearing) to approve 2232-S17-25; the Planning Commission found that the application satisfies the criteria of character, location and extent as specified in Section 15.2-2232 of the *Code of Virginia*, and, therefore, is substantially in accordance with the adopted Comprehensive Plan.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Jonathan Buono, Planner, DPZ

Board Agenda Item
December 5, 2017

3:30 p.m.

Public Hearing on SEA 89-C-047-02 (CM & DOM, LLC) to Amend SE 89-C-047
Previously Approved for a Drive-in Bank to Permit a Fast Food Restaurant with a Drive-
Thru and Associated Modifications to Site Design and Development Conditions,
Located on Approximately 1.78 Acres of Land Zoned C-6 (Sully District)

This property is located at 3035 Centreville Road, Herndon, 20171. Tax Map 24-4 ((5))
3

PLANNING COMMISSION RECOMMENDATION:

On November 2, 2017, the Planning Commission voted 9-0 (Commissioner Hart was absent from the public hearing) to recommend the following actions to the Board of Supervisors:

Approval of SEA 89-C-047-02, subject to the proposed development conditions dated October 31, 2017;

Approval of a waiver of the minimum loading space requirement, pursuant to Section 11-200 of the Zoning Ordinance, in favor of that shown on the SEA plat; and

Approval of the modification of the peripheral lot landscaping requirements, pursuant to Section 13-203 of the Zoning Ordinance, in favor of that shown on the SEA plat.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Sharon Williams, Planner, DPZ

Board Agenda Item
December 5, 2017

3:30 p.m.

Public Hearing on RZ 2017-SU-011 (DD South 5 LC) to Rezone from PDC, I-5, HD and WS to PDC, HD and WS to Permit Site Modifications Related to Office Use at an Overall Floor Area Ratio of 0.49 and Approval of the Conceptual Development Plan, Located on Approximately 77.31 Acres of Land (Sully District)

This property is located in the SouthEast Quadrant of the intersection of Sully Road and Air and Space Museum Parkway, West of Centreville Road. Tax Map 34-2 ((1)) 2C1, 2D1, 2E, 3C1 and 6

PLANNING COMMISSION RECOMMENDATION:

On November 30, 2017, the Planning Commission voted 9-0-1 (Commissioner Cortina abstained from the vote and Commissioner Flanagan was absent from the public hearing) to recommend the following actions to the Board of Supervisors:

- Approve RZ 2017-SU-011 and its associated CDP, subject to proffers dated November 8, 2017;
- Approve FDP 2017-SU-011, subject to the development conditions dated November 17, 2017, and subject to the Board of Supervisors' approval of the concurrent rezoning and conceptual development plan application;
- Approve a modification of Section 10-104(3) B and C of the Zoning Ordinance to permit an increase in fence height to a maximum height of nine feet around the perimeter of the property to provide security for the proposed tenant;
- Approve a modification of Section 13-303 of the Zoning Ordinance to permit the transitional screening as shown on the CDP/FDP to satisfy the requirements along the eastern boundary and a portion of the southern boundary;
- Approve a modification of Section 13-304 of the Zoning Ordinance to permit the barriers as shown on the CDP/FDP to satisfy the requirements along the southern property line and a portion of the eastern and western property lines;
- Approve a waiver of the Countywide Trails Plan recommendation for a major paved trail along the south side of the abandoned Barnsfield Road;
- Approve a modification of Paragraph H of Section 13-304 of the Zoning Ordinance in favor of the nine foot security fencing to be located around the perimeter of the property as shown on the CDP/FDP; and

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- Approve a modification of Section 13-202 of the Zoning Ordinance and waiver of Paragraph 3D of Section 12-0514 of the PFM to permit the interior parking lot landscaping as shown on the CDP/FDP.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelly Atkinson, Planner, DPZ

Board Agenda Item
December 5, 2017

3:30 p.m.

Public Hearing on AA 2012-SU-001 (Jon & Kim Hickox) to Permit an Amendment of a Previously Approved Agricultural and Forestal District to Add Approximately 60 Acres of Land Area, Located on Approximately 81.0 Acres of Land Zoned R-C, HD, and WS (Sully District)

This property is located at 6780 Bull Run Post Office and 15950 Lee Highway, Centreville, 20120. Tax Map 64-1 ((7)) 31, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 64-1 ((4)) 7 Z1, 7Z2, 7Z3 and 7Z4 and 53-3 ((7)) 32 and 33

PLANNING COMMISSION RECOMMENDATION:

On November 30, 2017, the Planning Commission voted 9-0-1 (Commissioner Cortina abstained from the vote and Commissioner Flanagan was absent from the public hearing) to recommend that the Board of Supervisors approve AA 2012-SU-001, and amend Appendix F of the *Fairfax County Code* to add approximately sixty acres of additional land area, to the Hickox Local Agricultural and Forestal District, and renew the district for an eight-year term, subject to ordinance provisions consistent with those dated November 29, 2017.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mike Lynskey, Planner, DPZ

Board Agenda Item
December 5, 2017

4:00 p.m.

Public Hearing to Reallocate Proffered Funds from Patriot Park to Patriot Park North
(Springfield District)

ISSUE:

Patriot Park, located at 12111 Braddock Road in the Springfield District, has received a number of proffered contributions for park development over the years. Due to the uncertainty of VDOT and FCDOT transportation projects that will impact the park, the Fairfax County Park Authority requests a public hearing under Va. Code § 15.2-2303.2(C) in order to reallocate proffered contributions made to Patriot Park for alternative improvements at nearby Patriot Park North, located at the corner of Braddock and Willow Springs Roads.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the request to reallocate proffered contributions to Patriot Park North.

TIMING:

Board action is requested on December 5, 2017, in order to allow the reallocated funds to be accessible for use in calendar year 2018.

BACKGROUND:

On September 12, 2017, the Board authorized the public hearing for this item.

A total amount of \$1,346,459.52 in proffered contributions from eight separate rezoning cases is available to be transferred (ATTACHMENT 1). Virginia Code § 15.2-2303.2(C) allows a locality to use any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made. Before using the cash payments for the alternate improvements, thirty days' written notice of the proposed alternative improvements must be given to the entities that made the cash payment and the Board must conduct a public hearing on the proposal. Following the public hearing, the Board can use the cash payments for alternative improvements if it finds: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payments were made no longer exists; (b) the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and (c) the alternative

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improvements are in the public interest.

FISCAL IMPACT:

Should the Board of Supervisors not approve the request, the funds proffered to Patriot Park will remain unavailable to be used for other improvements at nearby Patriot Park North and will remain unutilized until VDOT and FCDOT transportation improvements, including road alignments that will impact Patriot Park, are finalized.

ENCLOSED DOCUMENTS:

Attachment 1- Spreadsheet including zoning case numbers and proffered contributions

STAFF:

Robert A. Stalzer, Deputy County Executive
Sara K. Baldwin, Acting Executive Director, Fairfax County Park Authority
Fred Selden, Director, Department of Planning and Zoning

ASSIGNED COUNSEL:

M. Christopher Sigler, Assistant County Attorney

ATTACHMENT 1

RZ CASE NUMBER	SUBDIVISION	PROFFER AMOUNT REC'D TO DATE	AMOUNT SPENT TO DATE	AMOUNT AVAILABLE TO TRANSFER
PCA 86-W-001-10	EAST MARKET AT FAIR LAKES	\$262,631.00	\$178,694.00	\$83,937.00
PCA 86-W-001-10	EAST MARKET @ FAIR LAKES PH 4	\$75,600.00	\$71,109.68	\$4,490.32
PCA 84-P-101-03	CAMDEN MONUMENT	\$200,891.20	\$0.00	\$200,891.20
RZ 2004-SP-001	CARDINAL ESTATES	\$3,275.00	\$0.00	\$3,275.00
PCA 84-P-007-03	CENTERPOINTE 3	\$115,020.00	\$0.00	\$115,020.00
FDPA 82-P-069-05-2 (RZ 82-P-069)	RCV/FAIR LAKES LANDBAY 6E	\$6,500.00	\$0.00	\$6,500.00
RZ 2005-SP-019	RIDGEWOOD RESIDENTIAL PHASE 1	\$193,304.00	\$0.00	\$193,304.00
RZ 2005-SP-019	RIDGEWOOD RESIDENTIAL	\$126,442.00	\$0.00	\$126,442.00
RZ 2001-SP-041	FAIR CHASE SEC 3	\$540,000.00	\$0.00	\$540,000.00
PCA 82-P-069-14	FAIR LAKES LANDBAY V-B RESIDENTIAL	\$72,600.00	\$0.00	\$72,600.00
		\$1,596,263.20	\$249,803.68	\$1,346,459.52

**Total Available Funds to be
Transferred**

\$1,346,459.52

Board Agenda Item
December 5, 2017

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2016-CW-4CP, Office Building Repurposing

ISSUE:

Plan Amendment (PA) 2016-CW-4CP proposes to add an appendix to the Land Use section of the Policy Plan entitled “Guidelines for Office Building Repurposing.” The new appendix would establish guidance for considering uses other than those envisioned by the adopted Comprehensive Plan for vacant office buildings in mixed-use centers, such as Tysons Urban Center, the Merrifield Suburban Area, Community Business Centers, as well as Industrial Areas, as designated on the county’s Concept for Future Development. Repurposing proposals that meet the guidelines set forth in the new appendix can be considered to be in conformance with the Comprehensive Plan even if the proposed use is not specifically recommended. The guidance, if adopted, would not preclude the Board of Supervisors’ (Board’s) ability to authorize a Comprehensive Plan amendment as per county policy. Furthermore, office repurposing projects in this category will need zoning approval by the Board. Opportunities for public input in these proposals will occur as part of the development review process.

PLANNING COMMISSION RECOMMENDATION:

On November 16, 2017, the Planning Commission voted 9-0 (Commissioner Strandlie was absent) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment 2016-CW-4CP, found on pages 6-10 of the Staff Report dated September 18, 2017 with a modification as shown on the handout dated November 16, 2017 that would modify the glossary term for office repurposing, as shown in Attachment I: Planning Commission Verbatim and Recommendation.

The original motion offered to the Planning Commission included an additional modification that would exclude the option to convert underutilized office buildings to residential uses within the Reston Transit Station Areas (TSAs). An alternate motion was made to amend the original motion to remove the proposed Reston exclusion. The Planning Commission voted 7-2 (Commissioner Strandlie was absent) to accept the proposed amendment to the original motion to remove the Reston TSAs exclusion.

RECOMMENDATION:

The County Executive recommends that the Board adopt the Planning Commission recommendation to amend the Policy Plan to add guidance on the repurposing of

Board Agenda Item
December 5, 2017

vacant office buildings within certain areas of the county, as shown in Attachment II: Planning Commission Handout dated November 16, 2017.

TIMING:

Planning Commission public hearing – November 2, 2017

Planning Commission decision – November 16, 2017

Board of Supervisors' public hearing – December 5, 2017

BACKGROUND:

On October 18, 2016, the Fairfax County Board authorized PA 2016-CW-4CP to facilitate the adaptive reuse of vacant and/or underutilized office buildings for alternative uses such as residential or institutional uses, in response to recommendations developed by the Fairfax County Building Repositioning Workgroup, which was established by the Board in the fall of 2015 to examine the conditions in the county that contribute to office building obsolescence and to identify potential repositioning and/or repurposing solutions to address these conditions. As of December 2016, the inventory of vacant office space exceeded 18.4 million square feet.

Repositioning of an existing building refers to a strategy whereby alterations and improvements are made to an office building to make it more competitive in the current market while retaining the office use. Repurposing of an existing building is a change in use, such as a conversion from office to residential, institutional, retail, light manufacturing, or public uses. The authorization also supports recommendations of the Strategic Plan to Facilitate the Economic Success of Fairfax County, developed by the Fairfax County Economic Advisory Commission and adopted by the Board in March 2015, which recommends repurposing vacant office buildings and creating vibrant, mixed-use places.

The proposed Policy Plan amendment lays out performance criteria to provide guidance that identifies policy expectations and areas where flexibility in the application of certain objectives may be appropriate. This includes policies and objectives related to: compatibility; transportation; site design; environment; schools, parks, and other public facilities; affordable housing; and historic preservation.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment I: Planning Commission Verbatim and Recommendation, dated November 16, 2017

Attachment II: Planning Commission Plan Language Modification, dated November 16, 2017

The Staff Report for 2016-CW-4CP has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2016-cw-4cp.pdf>

STAFF:

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

Barbara Byron, Director, Office of Community Revitalization (OCR)

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Meghan D. Van Dam, Branch Chief, Planning Division (PD), DPZ

Sophia S. Fisher, Planner III, Policy and Plan Development Branch, PD, DPZ

Laura Baker, Revitalization Program Manager, OCR

**County of Fairfax, Virginia
Planning Commission Meeting
November 16, 2017
Verbatim Excerpt**

PA 2016-CW-4CP – COMPREHENSIVE PLAN AMENDMENT (OFFICE BUILDING REPURPOSING) – *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 countywide policy plan amendment that sets forth new policy recommendations for the repurposing of vacant office buildings to an alternative land use not envisioned under the Comprehensive Plan. Performance criteria would apply. (Countywide)*

During Commission Matters

Commissioner Sargeant: Thank you Mr. Chairman. Mr. Chairman, we have a motion for consideration tonight, a decision only, regarding the Office Building Repurposing Plan Amendment. I had – before that amendment, which is Plan Amendment 2016-CW-4CP – before that I had some additional questions of staff, as we’ve had input and updates, even as late as today. So, I can make sure we covered – covered some of the reasons for what we have in this particular Plan Amendment motion. I would like ask Ms. Gardner if we could clarify where we are on one particular issue in the glossary regarding better clarification of the description...

Marianne Gardner, Director, Planning Department, Department of Planning and Zoning: Thank you.

Commissioner Sargeant: I’m sorry...regarding... can you hear it?

Chairman Murphy: Yeah.

Commissioner Sargeant: Okay. Regarding the description of what is meant by vacant, in terms of office buildings for repurposing.

Ms. Gardner: Thank you, Commissioner Sargeant. I think you’re referring to one of the changes that we’re suggesting. We received an e-mail from the Mount Vernon Council of Civic Associations and they requested that there be clarification to state that office repurposing would apply not just to vacant office buildings, but to partially-vacant or underutilized buildings. And we thought that was in line with the spirit of the plan amendment and we were prepared to offer that as a recommendation. However, when we went back tonight and looked at our ad, we realized that it was very specifically drawn and just talks about vacant office buildings. So we won’t be offering that, but we would like to clarify in our definition that office building repurposing is a change that can affect all or part of an existing building. We think that that’s fine. That’s consistent with the ad, but would like to check with the County Attorney on whether or not we can make that recommendation for the other change and we’ll do that before the Board of Supervisors.

Commissioner Sargeant: So, anticipate making sure that we can move forward with that particular proposal from the Mount Vernon Council Citizens Association, to add prior to the consideration by the Board of Supervisors.

Ms. Gardner: That’s correct.

Commissioner Sargeant: Okay, great. Thank you. Other questions related to this particular amendment? It's a countywide amendment, but obviously we – within the description, we have included a proposed exemption for – from this amendment for the Reston TSA areas. Could you provide some background on the history leading up to this? But I mean, where we are in the planning process for Reston, where they are and where this follows – falls into that process, and I will ask a few other questions.

Ms. Gardner: The – one of the main concerns raised is that Reston recently underwent a major planning process that was just concluded in 2015, which added a significant amount of residential use. So, therefore, the concern is that, perhaps since that change is so new, that there ought not to be opportunity to add additional residential uses at this time. The other concern is that the way the transit station areas in Reston are drawn, they're divided into TOD and non-TOD areas. And the non-TOD areas contain these very large swaths of area – of land that's planned and developed for office use and that area is probably greater than what we would see in any of the other TSAs. And for that reason, there's a potential that there could be a considerable amount of conversion to residential use that was not anticipated by this recent plan amendment.

Commissioner Sargeant: And some of those eligible buildings will at the half-mile zone of the TOD areas, correct?

Ms. Gardner: That's correct.

Commissioner Sargeant: Okay. We're seeing – I guess what we see is a concentration of this on the eastern edge of the TSA?

Ms. Gardner: Yes, there're two areas. One is on the eastern edge of the TSA and the other is closer to USGS.

Commissioner Sargeant: And as it relates to this particular transit station area for Reston, this plan amendment really only impacts office uses that are also planned for office. Is that correct?

Ms. Gardner: That's correct.

Commissioner Sargeant: Okay, so we don't have any in between, it's specifically planned for office, thus the conversion is of a concern. Okay. And, as a result, we have included the – at the request of the Reston Association, we have included an exemption for the Reston TSA areas from this, in this particular Plan Amendment.

Ms. Gardner: That's correct. And the understanding is that of course at any time the Board of Supervisors could authorize an amendment for office repurposing to be considered on a specific site.

Commissioner Sargeant: And in other words, they can go through the full plan amendment process, with public – public input and hearings and that would....

Ms. Gardner: Yes, that's correct.

Commissioner Sargeant: Okay, alright. I think that about covers it. I just wanted to highlight some of the differences between what would have made this a particular concern, in a high-density area such as the Reston Transit Station Areas, and why would it would it incorporate that as opposed to other exemptions. And, with that Mr. Chairman, I would like to make a motion.

Chairman Murphy: Hold on. Did you have a question you wanted to ask on this subject, Mr. Niedzielski-Eichner?

Commissioner Niedzielski-Eichner: Thanks Mr. Chairman. I just wanted to clarify this last point that was made. Ms. Gardner the – is it also true that the Supervisor from the district could – should this – no area be excluded of transportation – transportation area be excluded from this, that a Supervisor could in fact ensure that every consideration be given in the traditional amendment process.

Ms. Gardner: Yes, that's correct.

Commissioner Niedzielski-Eichner: So – so this exclusion of one part of the County may not be necessary if the Supervisor believes that it is appropriate for his or her district to go through all this – to go through the traditional means.

Ms. Gardner: That's correct.

Chairman Murphy: Okay, Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. Start with my reading of the motion here. Plan Amendment 2016-IV-4CP (sic) would add Policy Plan guidance to facilitate the repurposing of vacant office buildings in certain areas. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2016-CW-4CP, FOUND ON PAGES 6-10 OF THE STAFF REPORT DATED SEPTEMBER 18, 2017, WITH TWO MODIFICATIONS AS SHOWN ON THE HANDOUT DATED NOVEMBER 16, 2017. THE FIRST MODIFICATION WOULD REMOVE THE OPTION TO CONVERT UNDERUTILIZED OFFICE BUILDINGS TO RESIDENTIAL USES IN THE RESTON TRANSIT STATION AREAS. THE SECOND MODIFICATION would – WOULD MODIFY THE GLOSSARY TERM FOR OFFICE REPURPOSING.

Chairman Murphy: Is there a second to the motion?

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? Ms. Hurley.

Commissioner Hurley: Thank you, Mr. Chairman. I'd like to offer a friendly amendment that would delete Reston as an exception to the overall repurposing motion.

Commissioner Sargeant: Mr. Chairman, respectfully I'm going to decline the friendly amendment, if Commissioner Hurley or others would like to offer that as a motion.

Chairman Murphy: Okay, Ms. Hurley.

Commissioner Hurley: Thank you, Mr. Chairman. Then, with all due respect to Commissioner Sargeant, but to ensure a free and open public discussion of this issue, I MOVE TO AMEND THE MOTION TO DELETE THE RESTON EXCLUSION.

Commissioner Ulfelder: Second.

Chairman Murphy: Seconded by Mr. Ulfelder. Is there a discussion of that motion?

Commissioner Sargeant: Mr. Chairman, just restating some of the things I've said previously. I think this – in other cases we have indeed provided exceptions and has set precedent by providing some exceptions to rules, such as the PDC PRM Amendment, which provided a different FAR for one particular section of the County, one particular community business center. I think we have set the precedent before. I also think, given – given the recent completion of their latest planning process, the provisioning process, and the higher density we see for these particular transit station areas and some of the extenuating circumstances, that it would be appropriate to leave in the exemption for the Reston Transit Station Area.

Chairman Murphy: Further discussion? Mr. de la Fe?

Commissioner de la Fe: Yes, Mr. Chairman, I would oppose the motion because, as has been stated, after a five-year community based comprehensive planning process, Reston's new Master Plan strives to balance new development and redevelopment with an overall infrastructure plan. This is fundamental to the planned community that Reston is and as it remains just as important as Reston grows into the second half century. Reston strongly recommends that Fairfax County exclude Reston from only the proposed Building Repurposing Comprehensive Plan Amendment, only as it applies to the conversion of office through residential. The rest is fine. But –so I agree with the original motion.

Chairman Murphy: Further discussion? Ms. Hurley then Mr. Hart.

Commissioner Hurley: Thank you, Mr. Chairman. The reasons to encourage repurposing of vacant older office buildings apply to Reston as well, and we agree with that except for the residential. But as Ms. Gardner just pointed out, if in any case in Reston that it does not seem to apply, is not appropriate, is not inconsonance with the recent Comprehensive Plan – all of those reasons at any time, the Supervisor can pull it back and have it go through the full Comprehensive Plan Amendment. So, it is still – Reston would still be fully covered and fully protected.

Chairman Murphy: Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I was not here for the public hearing, but I watched the video and I do intend to participate in the vote. Thank you.

Chairman Murphy: Further discussion? All those in favor of the... Yes, Mr. Ulfelder. I'm sorry.

Commissioner Ulfelder: Yes, I – I’m going to – I seconded it and I am going to support the amendment. I think that there aren’t really that – I think it’s difficult to make this kind of distinction from one area verses other areas – other similarly situated areas. And, I think that, if we do it here, why don’t we do it somewhere else? Why don’t we do it with other matters as well? And I think there is a little bit of a slippery slope there and I think there was also a potential legal question as to which issues and which areas you might be exempting on a countywide amendment. And I, therefore, am going to support the amendment at this time and I think that it’s been pointed out there’s adequate protection if – if for some reason there’re starts to be applications to try to convert some of these offices and some of the outlying areas of the Reston TSA, to residential to take them through the process that we’d normally – they’d normally have to go through and determine whether they, in fact, do work under the revised plan for the Reston areas.

Chairman Murphy: Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. I’ll be supporting Commissioner Hurley’s motion also to amend Mr. Sargeant’s motion. This essentially good planning for these policy plans to apply countywide. And when we start carving out for certain parts of the County, I’ll find it very difficult if we do it for a second time in North County for something in South County for my citizens and in either Lee or Mount Vernon that want a carveout, for me to tell them, “no we can’t do that with a Zoning Ordinance amendment or a Policy Plan that is supposed to apply countywide.” And, as been pointed out, there are adequate safeguards for – through the process for the citizens and the Supervisor to pull this out so it’s not an automatic thing. And, as we go through the Zoning Modernization Plan that we had before us in the County, we have many, many things that we have to get to and I do not think we’ll ever revisit this next two to three years. So this should be on the books and I think it should be countywide. Thank you.

Chairman Murphy: Further discussion? Mr. Niedzielski-Eichner.

Commissioner Niedzielski-Eichner: Thank you, Mr. Chairman. I had but one question and then I will offer my prospective as well. The question I have is, if – is it unusual or is it possible to put a date for revisiting this question through a subsequent Commission action?

Ms. Gardner: Yes, sir. I believe that could be the form of a follow-on motion that would be forwarded to the Board of Supervisors as a recommendation.

Commissioner Niedzielski-Eichner: And what might that sound like, or

Ms. Gardner: It...

Commissioner Niedzielski-Eichner: Say for example, there’s a process that’s underway that I understand the Reston community’s concerned about in respect that the process would be at some point, so perhaps this is an action that will mitigate the situation at this point in time. But if we wanted to revisit the question and have it apply in countywide, could we set a date and what might that date look like?

Ms. Gardner: I’m not sure – I mean I think that the timeframe would need to be long enough to allow opportunity to see if people decide to take advantage of the policy or not. So, I would think

a year or two. And the – probably the recommendation would be that staff be instructed to monitor any office repositioning that happens in the Reston area and report back in a time certain with what the outcome is, although I'm not sure how we would judge whether the outcome is beneficial or negative. That would be the hard part.

Commissioner Niedzielski-Eichner: Okay, thank you. That was – I know it is putting you through a little struggle there, and I appreciate your making that effort. Should this motion fail – Ms. Hurley's motion fail, I will wanna introduce some follow-on to speak to an end date. But, in the interim, I'm gonna support the motion, I believe this a matter that should consider be – be considered countywide with no exceptions.

Chairman Murphy: Mr. Flanagan.

Commissioner Flanagan: Yes, my understanding of this is that, if we leave Reston, subject to repurposing, that there will be – that will necessitate a rezoning application in order to have the alternate use approved, subsequently. Is that correct?

Ms. Gardner: That's correct.

Commissioner Flanagan: And at that time, the Reston community can object to the repurposing during that process. They will have the public access to make that – their position known. And the Supervisor will be able to respond to the constituents at that time. Is that right?

Ms. Gardner: Yes, that's correct.

Commissioner Flanagan: So there really is a relief for the Reston community if we leave them subject to this repurposing.

Ms. Gardner: Yes. I mean – because at the time of rezoning when public hearings are held, there is the opportunity for public input and for their opinions to be expressed.

Commissioner Flanagan: Thank you.

Chairman Murphy: Further discussion, all those in favor of the motion as articulated – alternate motion as articulated by Ms. Hurley, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner de la Fe: Nay.

Commissioner Sargeant: Nay.

Chairman Murphy: Motion carries. Mr. de la Fe and Mr. Sargeant vote no. Now we go to the main motion.

Commissioner Hart: As amended. Now we go to the main motion.

Chairman Murphy: Now we go to the main motion.

Commissioner Hart: As amended.

Chairman Murphy: As amended. All those in favor of the main motion as amended, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries? Same no?

Commissioner Flanagan: No.

Commissioner Sargeant: No.

Chairman Murphy: Okay, Mr. Sargeant and Mr. de la Fe vote no.

Commissioner de la Fe: No, I didn't....

Chairman Murphy: Oh, on the main motion you....

Commissioner de la Fe: Now, I mean, you know....

Chairman Murphy: Now it's....

Commissioner Sargeant: The continued issue is now....

Chairman Murphy: Okay, passes unanimously. Okay.

Commissioner de la Fe: The overall.

Chairman Murphy: Overall motion passes....Okay.

Commissioner de la Fe: The overall purpose of this is quite worthwhile. I disagree with the previous set of motions.

Chairman Murphy: Okay.

Commissioner Sargeant: Mr. Chairman, if I may, I'd like to thank Marianne Gardner, Sophia Fisher, Meghan Van Dam, for all their assistance up to and including during this meeting. So thank you very much.

The first motion carried by a vote of 9-0. Commissioner Strandlie was absent from the public hearing.

The second motion to amend the first motion carried by a vote of 7-2. Commissioner Strandlie was absent from the public hearing.

SL

PLANNING COMMISSION PLAN LANGUAGE MODIFICATION

Plan Amendment 2016-CW-4CP

November 16, 2017

The following is an excerpt of the proposed plan language from page 7 of the staff report. The Planning Commission recommended modifications to the staff recommendation are shown as double underlined and highlighted in yellow; the staff recommendations is shown as underlined.

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Glossary, as amended through March 14, 2017:

“OFFICE BUILDING REPURPOSING: A change in use in all or part of an existing office building, such as a conversion from office to residential, live/work, institutional, public facilities, retail, or light manufacturing uses.”

4:00 p.m.

Public Hearing to Consider Amendments to *The Code of the County of Fairfax, Virginia*, Chapter 82, Motor Vehicles and Traffic, Article 5, Sections 32, 32.1, 32.1.a, and 32.2

ISSUE:

A public hearing before the Board of Supervisors to revise Sections 82-5-32, 32.1, 32.1.a, and 32.2 of *The Code of the County of Fairfax, Virginia* related to the removal, immobilization, and disposition of vehicles unlawfully parked on private or County property, to revise language as required by Code of Virginia.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed amendments to Sections 82-5-32, 82-5-32.1, 82-5-32.1.a, and 82-5-32.2.

TIMING:

On October 24, 2017, the Board to authorized advertisement of the public hearing scheduled for December 5, 2017, at 4:00 p.m. If adopted, this ordinance would become effective upon adoption.

BACKGROUND:

Localities in Virginia are authorized to regulate the immobilization and removal of vehicles from private property pursuant to Va. Code Ann. § 46.2-1232. Fairfax County exercises this grant of authority in Section 82-5-32 of the Fairfax County Code. All provisions that govern the immobilization or towing of trespassing vehicles on private property in the County are found in this section. These regulations were last amended effective May 1, 2014.

Va. Code Ann. § 46.2-1233.2 requires an advisory board be appointed prior to adopting or amending any local trespass towing ordinance. In accordance, Fairfax County established the Trespass Tow Advisory Board ("TTAB"), effective July 1, 2006.

In 2017, the Virginia General Assembly enacted multiple amendments to Va. Code Ann. §§ 46.2-1231, 46.2-1232, and 46.2-1233.2. Several of these amendments are applicable specifically to jurisdictions in Planning District 8. These amendments placed new requirements into the Code of Virginia for written contracts and monitoring agreements between property owners and tow operators; a new requirement that tow operators contact the locality's animal control office when towing a vehicle occupied by a companion animal; and a requirement that the chairmanship of trespass towing

Board Agenda Item
December 5, 2017

advisory boards rotate on an annual basis between the citizen member, the law enforcement member, and the tow operator member. These new requirements have been incorporated into the proposed amendments to Sections 82-5-32, and 82-5-32.1.

The proposed amendments to Section 82-5-32 include several minor revisions to clarify existing language and processes, such as new language specifying the locality permit application process; language clarifying that tow storage lots must be open and staffed 24 hours per day, 7 days per week to allow for immediate release of towed vehicles; and striking a conflicting provision related to the effective date of any suspension or revocation of locality permits.

Additional revisions, largely administrative, have also been included to stylistically align the section with the remainder of Chapter 82 by removing the capitalization of defined terms in the text, and by changing the outline format to match that found in other sections. These revisions are found throughout Sections 82-5-32, 82-5-32.1, 82-5-32.1.a, and 82-5-32.2.

TTAB has conducted meetings and provided an open forum for tow operators, the public and staff from the Department of Cable and Consumer Services to discuss the proposed amendments. On August 23, 2017, TTAB held a public hearing on the item and voted to recommend the ordinance amendments.

The Consumer Protection Commission received staff briefings on the proposed amendment on September 19, 2017, and voted to support TTAB's recommendation.

ENCLOSED DOCUMENTS:

Attachment 1: Code of Virginia § 46.2-1232. Localities may regulate removal or immobilization of trespassing vehicles.

Attachment 2: Code of Virginia § 46.2-1233.2. Advisory Board.

Attachment 3: Proposed Ordinance; draft mark-up, Fairfax County Code Sections 82-5-32, 32.1, 32.1.a, and 32.2

Attachment 4: Staff Report to Trespass Tow Advisory Board, August 23, 2017

Attachment 5: Proposed Ordinance; clean copy, Fairfax County Code Sections 82-5-32, 32.1, 32.1.a, and 32.2

STAFF:

David J. Molchany, Deputy County Executive

Michael Liberman, Director, Department of Cable and Consumer Services

Henri Stein McCartney, Chief, Regulation and Licensing Branch, DCCS

ASSIGNED COUNSEL:

John Burton, Assistant County Attorney

Code of Virginia

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

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

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

C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed, or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent, except for vehicles being towed from a locality within Planning District 8, which shall not require written authorization if such written contract is in place. Any such written contract governing a property located within Planning District 8 shall clearly state the terms on which towing and recovery operators may monitor private lots on behalf of property owners. For the purposes of this subsection, "agent" shall not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the

company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation, suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Any tow truck driver who removes or tows a vehicle, pursuant to any such ordinance, that is occupied by an unattended companion animal as defined in § [3.2-6500](#) shall, upon such removal, immediately notify the animal control office of the locality in which the vehicle is being removed or towed. Nothing in this subsection shall be applicable to public safety towing.

Code 1950, § 46-541; 1952, c. 352; 1954, c. 435; 1958, c. 541, § 46.1-551; 1978, cc. 202, 335; 1979, c. 132; 1983, c. 34; 1985, c. 375; 1989, cc. 17, 727; 1990, cc. 502, 573; 2006, cc. [874](#), [891](#); 2009, cc. [186](#), [544](#); 2012, cc. [149](#), [812](#); 2017, c. [825](#).

Code of Virginia

§ 46.2-1233.2. Advisory board.

Prior to adopting or amending any ordinance pursuant to § [46.2-1232](#) or [46.2-1233](#), the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance. Members of the advisory board shall only consist of an equal number of representatives of local law-enforcement agencies and representatives of licensed towing and recovery operators, and one member of the general public. Any such advisory board shall meet at least once per year at the call of the chairman of the advisory board, who shall be elected annually from among the members of the advisory board by a majority vote. The chairmanship of any such advisory board for any locality within Planning District 8 shall be for a term of one year and rotate annually between a representative of a local law-enforcement agency, a representative of a licensed towing and recovery operator, and one member of the general public.

1993, c. 405; 2006, cc. [874](#), [891](#); 2017, c. [825](#).

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

Draft of September 21, 2017

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 82-5-32, 82.5-32.1, 82-5-32.1a and 82-5-32.2 relating to Motor Vehicles and Traffic.

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

- 1. That Sections 82-5-32, 82.5-32.1, 82-5-32.1a and 82-5-32.2 are amended and readopted as follows:**

Article 5. – Stopping, Standing and Parking.

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

~~(A)~~(a) Applicability.

Sections 82-5-32 through 32.2 establishes the minimum requirements for all trespass towing initiated in Fairfax County. Fairfax County Code shall also apply to a trespassing ~~V~~vehicle towed from Fairfax County and stored outside the County.

~~(bB)~~ Definitions.

The following words and phrases shall have the meanings respectively ascribed to them in this ~~Section~~section:

“Advisory Board” or ~~“TTAB”~~ means the Fairfax County Trespass Towing Advisory Board;_

“Board” means the Fairfax County Board of Supervisors;_

“Commission” means the Fairfax County Consumer Protection Commission.

“County” means the County of Fairfax, Virginia.

“Department” or “DCCS” means the Fairfax County Department of Cable and Consumer Services.

42
43 "Director" means the Director of the Fairfax County Department of Cable and
44 Consumer Services or ~~delegee~~ the duly assigned agent of the Director of the
45 Department.

46
47 "Driver" means a person who drives or is in actual physical control of a Tow
48 Truck. A Driver shall have obtained all required documents issued by the
49 State in order to operate a Tow Truck while providing Towing services.

50
51 "Drop fee" means a fee that is charged a Vehicle Owner for disconnecting a
52 Tow Truck from a Vehicle prior to leaving private property.

53
54 "Equipment" means any Tow Truck, Vehicle or related machinery or tools used
55 to provide Towing.

56
57 "Immobilize" means a procedure or piece of Equipment, such as a boot, used to
58 prevent a Vehicle from moving. Immobilization does not include attachment to a
59 tow truck.

60
61 "Law-Enforcement Officer" means any officer authorized by law to direct or
62 regulate traffic, or to make arrests for violations of the Code of Virginia or local
63 ordinances.

64
65 "Locality" means the geographical area of control of a county, city, or town.

66
67 "Locality Permit" means a document indicating an Operator has been
68 approved to immobilize or trespass Tow Vehicles in Fairfax County and store
69 Vehicles ~~either both~~ inside and outside of Fairfax County.

70
71 "Operator" or "Towing and Recovery Operator" means any person, including a
72 business, corporation, or sole proprietor, offering services involving the use of a
73 Tow Truck and services incidental to the use of a Tow Truck.

74
75 "Personal Property" means any property in a Vehicle which is not attached to
76 or considered to be necessary for the proper operation of the Vehicle.

77
78 ~~"Private Property Tow" or "Trespass Tow" means requests for Towing services~~
79 ~~made by the owner, manager, or lessee of private property, or the authorized~~
80 ~~agent thereof, or under contract between such person and a Towing and~~
81 ~~Recovery Operator that specifies what Tows are to be made from the property~~
82 ~~when a Vehicle is on the property in violation of law or rules promulgated by the~~
83 ~~owner, manager, or lessee of the private property.~~

84
85 "Property Owner" means the owner, operator, authorized agent, or lessee of
86 any land, space, or area used for parking, including any county, city, or Town, or
87 authorized agent of the person having control of such premises.

88
89 "Registration Certificate" means a document indicating an Operator has been
90 approved to trespass Tow and store Vehicles within Fairfax County.

91
92 "State" means the Commonwealth of Virginia.

93
94 "Storage Site" means a location where Vehicles are taken until the owner
95 reclaims the Vehicle or it is sold. The location must meet all requirements
96 specified in this ~~Section~~section.

97
98 "Tow" or "Towed" means when the Tow Truck has engaged a Vehicle by a
99 physical or mechanical means that causes the Towed Vehicle to be removed
100 from private property.

101
102 "Tow Truck" or "Truck" means a motor Vehicle for hire (i) designed to lift, pull,
103 or carry another Vehicle by means of a hoist or other mechanical apparatus,
104 and (ii) having a manufacturer's gross Vehicle weight rating (GVWR) of at least
105 10,000 pounds. "Tow truck" also includes Vehicles designed with a ramp on
106 wheels and a hydraulic lift with a capacity to haul or Tow another Vehicle,
107 commonly referred to as "rollbacks."

108
109 "Trespass tow" means requests for towing services made by the owner,
110 manager, or lessee of private property, or the authorized agent thereof, or under
111 contract between such person and a towing and recovery operator that specifies
112 what tows are to be made from the property when a vehicle is on the property in
113 violation of law or rules promulgated by the owner, manager, or lessee of the
114 private property.

115
116 "Vehicle" means every device in, on, or by which any person or property is or
117 may be transported or drawn on a highway, except devices moved by human
118 power or used exclusively on stationary rails or tracks.

119
120 "Vehicle Owner" means the owner, operator, authorized agent, or lessee of a
121 Vehicle.

122
123 (c) Exclusions.

124
125 (1) This ~~Section~~section shall not apply to:

126
127 (A) Police, fire, or public health vehicles, or where a vehicle,
128 because of a wreck or other emergency, is parked or left
129 temporarily on the property of another at the direction of police, fire
130 or public health officials. ~~Federal, State, or local public service~~
131 ~~Vehicles.~~

132
133 (B) Vehicle repossession activities.

(C~~e~~) Vehicles T~~t~~owed, moved, or stored at the request of a L~~l~~aw-
E~~e~~nforcement officer.

(2) The provisions of this Section shall not be construed to prohibit
V~~v~~ehicles from being T~~t~~owed when such T~~t~~owing is otherwise permitted
by law.

(d~~D~~) Signs.

(1) Permanent signs, clearly visible during daytime and nighttime hours,
shall be posted at all entrances to the parking area that conspicuously
disclose that such V~~v~~ehicle shall be T~~t~~owed or I~~i~~mmobilized.

(2) Such signs, at a minimum, shall: (all measurements are approximate)

(A~~a~~) Be made of metal.

(B~~b~~) Be 18 inches high and 12 inches wide.

(C~~e~~) Contain reflective red letters and red reflective graphics on a
reflective white background, with a 3/8 inch reflective red trim strip
3/8 inch in from the entire outer edge of the sign.

(D~~d~~) Contain the international Towing symbol that is at least 5
inches high by 11 inches wide as found in the Federal Highway
Administration, "*Manual on Uniform Traffic Control Devices*".

(E~~e~~) Use Series B or Clearview lettering found in the Federal
Highway Administration, "*Manual on Uniform Traffic Control
Devices*".

(F~~f~~) Contain "Towing Enforced" in a font size of 2 inch letters.

(G~~g~~) Contain "If T~~t~~owed Call 703-691-2131" in a font size of 1 inch
letters, which is the Fairfax County Department of Public Safety
Communications' (DPSC) telephone number. However, if the T~~t~~ow
originated in the Town of Vienna, the sign shall contain, "If Towed
Call 703-255-6366" and if the T~~t~~ow originated in the Town of
Herndon, the sign shall contain, "If Towed Call 703-435-6846".

(H~~h~~) Paragraphs (2)(A~~a~~) through (2)(F~~f~~) shall be effective January
1, 2015.

(3) Signs posted in a government road right-of-way must meet Virginia
Department of Transportation standards and all applicable Virginia laws to

180 include the bottom of the sign mounted at least 7 feet above the ground.
181 Signs posted on private property are not required to meet this height
182 requirement as long as they are clearly visible.
183

184 (4) Sign contents may also include additional information such as, but not
185 limited to, the name of the property or name and telephone number of the
186 designated ~~O~~operator in a font size of 19/32 inch letters.
187

188 (5) In addition to the mandatory entrance signs, other area signs may be
189 used to specify any other requirements for parking.
190

191 (6) The requirement for signs shall not apply to single-family residence
192 properties not subject to common interest community regulations (as
193 defined in Virginia Va. Code §Section 55-528, as amended).
194

195 (7) No signage of the type required in this ~~Section~~section shall be
196 required to effect the ~~T~~towing of a ~~V~~vehicle unlawfully parked in a spot
197 reserved for persons with disabilities or in a "Fire Lane" that is approved
198 and marked in accordance with County and state requirements.
199

200 (8) Trespassing ~~V~~vehicle on property not marked by signs.
201

202 ~~(a)-(A)~~ Business-Non-residential properties
203

204 A notice must be conspicuously affixed to a trespassing ~~V~~vehicle
205 with a warning the ~~V~~vehicle is liable to be towed 48 hours after
206 such notice is posted.
207

208 (i) The notice must contain the date and time of posting.
209

210 (ii) A vehicle found to be trespassing a second time on the
211 same unmarked property may be ~~T~~towed immediately. A
212 warning notice is not required.
213

214 ~~(b)-(B)~~ Vehicles trespassing on single-family residence properties
215 not subject to common interest community regulations may be
216 towed immediately. No notice is required.
217

218 ~~(eE)~~ Property Owner.
219

220 (1) A ~~P~~property ~~O~~owner may have a ~~V~~vehicle ~~T~~towed to a ~~S~~storage ~~S~~site
221 or ~~I~~mmobilized without the permission of the ~~V~~vehicle ~~O~~owner if the
222 ~~V~~vehicle is occupying property without permission of the ~~P~~property
223 ~~O~~owner, and if conditions set forth in this ~~Section~~section are met.
224

(Aa) ~~The Pproperty Oowner must give written approval for the Tow or Immobilization of a Vehicle parked in violation of the Property Owner's parking policy.~~ has executed a contract with a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is parked on the property in violation of law, or rules promulgated by the owner, manager, or lessee of the private property. Such contract shall clearly state the terms under which towing and recovery operators may monitor private lots on behalf of property owners.

(Bb) ~~Copies of such written approvals~~ written contracts shall be retained for three years after the date of the last Ttow or Iimmobilization approved by the agreement.

(2) In lieu of having such Vvehicle Ttowed or Iimmobilized, the Pproperty Oowner on which the Vvehicle is located may request a Llaw Eenforcement Oofficer issue, on the premises, a citation to the Vvehicle Oowner.

(fF) Operator.

Trespass Ttow Ooperators must comply with all requirements of this ~~Section~~ section.

(1) Registration Ccertificate.

(aA) All Ooperators engaged in immobilizing or Ttowing Vvehicles without the consent of the Vvehicle Oowner in Fairfax County must register with the Department of Cable and Consumer Services prior to the initiation of any such operations, and by January 31 of each subsequent year.

(bB) To obtain a Rregistration Ccertificate, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or Ttowing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the Ooperator's business license;

(iv) Address, telephone number, and Vvehicle storage capacity of each Sstorage Ssite to which Vvehicles will be Ttowed;

(v) Copy of each office and ~~S~~storage ~~S~~ite Non-Residential Use Permit and,

(vi) Number of ~~T~~ow ~~T~~rucks to be operated in Fairfax County.

(vii) Proof of insurance as required by ~~Virginia-Va.~~ Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(eC) Application shall be made on forms provided by the Department.

(D)The ~~D~~epartment must be notified of any changes to information previously provided by the ~~O~~perator within 30 calendar days of the change.

(2) Locality ~~P~~ermit.

(a) (A) All ~~O~~perators engaged in ~~T~~owing ~~V~~ehicles without the consent of the ~~V~~ehicle ~~O~~wner in Fairfax County and storing those vehicles outside of Fairfax County must obtain an approved ~~L~~ocality ~~P~~ermit prior to the initiation of any such operations and by January 31 of each subsequent year.

(i) The initial application and annual renewal fee for each ~~O~~perator shall be \$150.00.

(ii) The initial inspection fee for each ~~S~~storage ~~S~~ite outside of Fairfax County shall be \$450.00.

(B) To obtain a locality permit, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license issued by the jurisdiction in which the operator is headquartered;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located.

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

~~(e)~~ (D) The Department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

~~An Operator identified on the non-residential use permit of a Storage Site shall be responsible for application and inspection fees.~~

(3) ~~Registration~~ Certificates and ~~L~~ocality Permits.

~~(a)~~ (A) It shall be unlawful for any person to procure, or assist another to procure, through theft, fraud, or other illegal means, a ~~R~~egistration Certificate or ~~L~~ocality Permit from the Department. Any violation of any provision of this ~~Section~~section shall be punishable as a Class 2 misdemeanor.

~~(b)~~ (B) Any person or entity other than the Department that sells, gives, or distributes, or attempts to sell, give or distribute any document purporting to be a ~~R~~egistration Certificate or ~~L~~ocality Permit to conduct a trespass towing business in Fairfax County is guilty of a Class 1 misdemeanor.

(4) Operational rRequirements.

~~(a)~~ A The ~~O~~perator shall be open for business 24 hours a day and seven days per week, unless the ~~O~~perator has no vehicles ~~i~~mmobilized or ~~in his possession~~ stored at an approved storage site.

(bB) All Ttow Ttruck safety devices must be operational, used, and comply with local, state, and federal laws and regulations.

(cC) An Ooperator shall not Ttow a Vvehicle from private property or immobilize a Vvehicle on private property unless the Vvehicle is parked on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property as specified by the Property Owner.

(dD) All Ttow Ttrucks shall have the following identifying markings of a contrasting color to the truck body on both sides of each Ttow Ttruck:

(i) The Ooperator's business name as registered with the Department in a font not less than three inches in height.

(ii) The Ooperator's telephone number in a font not less than three inches in height.

(iii) Truck number in a font not less than four inches in height.

(eE) Each Ttow Ttruck, while trespass towing, shall have a copy of the current Fairfax County Ttrespass Ttowing Rregistration Ccertificate or Llocality Ppermit in the Ttow Ttruck.

(fF) Each immobilization device shall have a label, clearly visible while the device is in position immobilizing a Vvehicle, that lists the Ooperator's name and telephone number, immobilization fee, and the Department's name and telephone number.

(gG) The Fairfax County Department of Public Safety Communications (DPSC) shall be notified no later than 30 minutes after initiating the immobilization or Ttowing of a Vvehicle. However, whenever a Vvehicle is Ttowed or immobilized from sites within the Town of Herndon or the Town of Vienna, the Ooperator, shall notify the law enforcement agency in those localities as applicable.

(hH) Such notification shall include the:

(i) Operator name and Ddriver employee number who Ttowed or immobilized the Vvehicle;

(ii) Make, model, color, year, vehicle identification number of the Towed or Immobilized Vehicle;

(iii) License plate type (such as passenger car, truck, dealer, taxi, disabled), number, state, and year of license of the Towed or Immobilized Vehicle;

(iv) Address where the Vehicle was Towed or Immobilized from;

(v) Reason for the Tow or Immobilization;

(vi) Time such Tow or Immobilization was initiated; and

(vii) Storage Site address where the Vehicle is located and the Operator's telephone number.

(i) It shall be unlawful to fail to report a Tow or Immobilization as required by this ~~Section~~section. Violation of the reporting requirements of this ~~Section~~section shall constitute an invalid Tow resulting in no charge to the owner for the release of the Vehicle.

(J) Any tow truck driver who tows a vehicle that is occupied by an unattended companion animal, as defined by Va. Code § 3.2-6500, as amended, shall, upon such removal, immediately notify the Animal Services Division of the Fairfax County Police Department (FCPD). Such notification should be made to the Fairfax County DPSC non-emergency telephone number.

~~(j)~~K) Upon leaving private property, a Driver must Tow each Vehicle directly to a Storage Site registered with the Department. Changing the Towing Vehicle shall not be permitted unless the original Towing Vehicle becomes non-operational.

(i) The vehicle must remain in that lot for 30 calendar days if the owner fails to claim the vehicle.

(ii) A vehicle towed outside of Fairfax County may not be towed more than ten miles from the origin of the tow, and must remain in the Commonwealth. The straight line 10-mile radius from a Storage Site outside of Fairfax County shall be determined by the Director using the Fairfax County GIS & Mapping Services Branch data.

~~(k)~~L) Photographic evidence clearly substantiating the Vehicle's condition, location, and reason for the Vehicle's Tow or

454 immobilization must be made prior to connecting the T~~ow~~ T~~ruck~~
455 to the V~~ehicle~~.

456
457 (M) While being T~~owed~~, V~~ehicles~~ shall be properly secured in
458 accordance with all laws, regulations, and T~~ow~~ T~~ruck~~ V~~ehicle~~
459 manufacturer recommendations.

460
461 (N) Nothing in this ~~Section~~ shall release the T~~ower~~
462 operator from liability for failure to use reasonable care to prevent
463 the load from shifting or falling.

464
465 (Q) Records.

466
467 An O~~perator~~ shall maintain written and electronic records for each
468 T~~owed~~ or immobilized V~~ehicle~~ for a period of three years after
469 such T~~ow~~ or immobilization. Records to be retained shall include;

470
471 (i) A record of the P~~roperty~~ O~~wner's~~ approval;

472
473 (ii) The information required to be provided to the DPSC and
474 other local law enforcement agencies pursuant to this
475 ~~Section~~;

476
477 (iii) A legible copy of the receipt provided to V~~ehicle~~
478 O~~wner~~; and

479
480 (iv) Photographs and any other documentation supporting
481 the tow.

482
483 (5) Storage S~~ite~~ R~~requirements~~.

484
485 (A) Every site to which T~~trespassing~~ V~~ehicles~~ are T~~owed~~,
486 stored, and available for return to the V~~ehicle~~ O~~wner~~ shall comply
487 with the following requirements:

488
489 (i) A storage site must be staffed, and open for business 24
490 hours per day and seven days per week, unless the operator
491 has no vehicles towed from a location in Fairfax County
492 stored at the storage site.

493
494 (ii) An Operator must Tow each Vehicle to a properly zoned
495 Storage Site registered with DepartmentEach storage site
496 must be properly zoned and approved for storage of towed
497 vehicles, as evidenced by an occupancy permit issued by
498 the zoning agency in the jurisdiction in which the storage site

is located. Each storage site must also be registered with the Department.

(iii) A Sstorage Ssite shall be lighted during the hours of darkness to afford clear visibility to all portions of the Sstorage Ssite.

(iv) A Ttowed Vvehicle shall not be stored more than a reasonable walking distance from the area where Ttowing and storage fee payments are received.

(v) The Ooperator shall exercise reasonable care to keep the Ttowed Vvehicle and its contents safe and secure at all times, which shall include appropriate permanent fencing.

(vi) No Ooperator may take a Vvehicle to a Sstorage Ssite which does not meet these standards and all other applicable ordinances and regulations:

(A) A clearly visible sign must be posted at the entrance of the Sstorage Ssite that provides instructions and a local telephone number for obtaining release of a vehicle; and

(B) The telephone for the posted number shall be answered 24 hours a day.

(C) A clearly visible sign with a list of all of the Ooperator's fees for trespass Immobilization, Ttowing and storage services, and the Ooperator's contact information.

(D) A clearly visible sign available from the Department of Cable and Consumer Services, listing the Department's Wweb site, office address, and telephone number.

(6) Personal Property.

(a) Nothing shall be removed from the Vvehicle without the express consent of the Vvehicle Owner.

(b) Personal Property must be released immediately upon the Vvehicle Owner's request without charge, and it shall be the duty of the Ooperator to return it to the Vvehicle Owner if the Vvehicle

Owner claims the items prior to ~~release or disposition of~~
the vehicle. Any lien created under this ~~Section~~section shall not
extend to any ~~Personal~~ Property.

(7) Vehicle ~~R~~elease.

(a~~A~~) If the ~~V~~ehicle Owner of the ~~V~~ehicle is present and
removes the ~~V~~ehicle from the property or corrects the violation
before the ~~V~~ehicle is connected to the ~~Towing Vehicle~~tow truck, no
fee shall be charged the ~~V~~ehicle Owner;

(b~~B~~) If the ~~V~~ehicle has been connected to the ~~Towing Vehicle~~tow
truck and has not yet left private property, the ~~V~~ehicle shall not be
~~T~~owed upon request of the ~~V~~ehicle Owner. The ~~V~~ehicle
Owner shall be liable for a ~~D~~rop Fee, as set forth in this
~~Section~~section, in lieu of ~~T~~owing, provided that the ~~V~~ehicle
Owner or representative is present and ready, willing, and able to
pay the required ~~D~~rop Fee and removes the ~~V~~ehicle from the
property or corrects the violation.

(c~~C~~) An ~~i~~mmobilized or a ~~T~~owed Vehicle moved to a ~~S~~storage
~~S~~ite shall be immediately available for release at the request of the
~~V~~ehicle Owner.

(d~~D~~) The Operator shall accept the following forms of payment for
any trespass ~~T~~owing ~~fees~~services:

(i) Cash;

(ii) Two major national credit cards;

(iii) MasterCard or Visa debit cards; and

(iv) Personal checks shall be accepted when credit/debit
card machines are not available or are inoperable.

(e~~E~~) In all cases when a ~~V~~ehicle is ~~i~~mmobilized, ~~T~~owed, or fees
charged, the Operator shall provide the ~~V~~ehicle Owner with a
receipt that bears the:

(i) Complete name, address, and telephone number of the
Operator that ~~T~~owed the ~~V~~ehicle;

(ii) Time the ~~V~~ehicle was ~~T~~owed;

(iii) Address from which the ~~V~~ehicle was ~~T~~owed;

(iv) Authority for the ~~T~~tow (~~E~~entity or person authorizing the tow);

(v) Reason for the ~~T~~tow;

(vi) Driver employee number; (the corresponding ~~D~~driver's name shall be provided to the ~~Fairfax County Police Department~~ (FCPD); and/or the Director upon request)

(vii) Time the ~~V~~vehicle was released;

(viii) An itemized list of all fees assessed in the ~~i~~immobilization, ~~T~~towing, storage, and/or release of the ~~V~~vehicle;

(ix) The printed name of the person to whom the ~~V~~vehicle was released; and

(x) The ~~Department contact information~~ name and telephone number of the Department where vehicle owners may file a consumer complaint.

(~~f~~E) If any requirements of this ~~Section~~section are not met, for such ~~i~~immobilization or ~~T~~tow, no fee shall be charged.

(8) Compliance.

(~~a~~A) The ~~O~~operator shall provide to the ~~V~~vehicle ~~O~~owner, upon request, a copy of the authority for the ~~T~~tow; including, without limitation, photographs and other documentation supporting the tow.

(~~b~~B) Right of ~~E~~entry. Whenever it is necessary for the purposes of this ~~Section~~section, the duly authorized agent of the Director may enter any trespass ~~T~~towing business, business establishment, or ~~S~~storage ~~S~~site property to obtain information, conduct surveys, audits, compliance reviews, or investigations.

(~~G~~g) Rates and Charges.

(1) Change to ~~R~~rates and ~~C~~charges.

(~~a~~A) Changes in rates and charges for trespass ~~T~~towing services rendered by ~~O~~operators shall be approved by the Board.

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

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

640
641 (dD) Any review of rate changes as well as any recommended
642 change to any rule, regulation, or practice thereto shall come before
643 the Advisory Board pursuant to a public hearing, which shall be
644 scheduled as soon as analysis, investigation, and administration
645 allow. All recommendations of the Advisory Board and the Director
646 shall be conveyed to the Board for its consideration and
647 determination.

648
649 (eE) Whenever the Director or Advisory Board determines a rate
650 change is warranted, all registered operators shall provide notice
651 to the public of proposed changes in rates and charges thereto, by
652 means of a sign posted in a clearly visible place at each of their
653 fixed places of business in Fairfax County. Such notice shall be on
654 a document no smaller than 8.5 by 11.0 inches, printed in no
655 smaller than 12-point type, and shall contain substantially the
656 following information:
657

658
659 Notice of Proposed Rate Change
660 (~~Insert the Name of the trespass Tower~~)

661
662 A proposed change in trespass Towing rates is under
663 consideration by the Fairfax County government. The
664 proposed rates are: (Insert description of the proposed
665 changes).
666

667 The proposed trespass Towing rate change shall be
668 considered by the Trespass Towing Advisory Board at a
669 public hearing. The date, time and location of the public
670 hearing may be obtained by calling the Department of Cable
671 and Consumer Services. Any interested person may appear
672 before the Advisory Board to be heard on this proposed
673 change. Persons who wish to be placed on the speakers' list
674 or who wish further information should call the Department of
675 Cable and Consumer Services at 703-324-5966.
676

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

681
682 (2) Rates and Charges.

683
684 (aA) It shall be unlawful for an Ooperator to charge any fees
685 exceeding the fees set forth in this ~~Section~~section.
686

687 (i) Immobilization. An Ooperator may charge a Vvehicle
688 Oowner a maximum fee of \$75.00 for the release of a
689 Vvehicle when it is himmobilized. No other fee of any type
690 may be charged.
691

692 (ii) Drop Ffee. An Ooperator may charge a Vvehicle
693 Oowner a maximum fee of \$50.00 for the release of a
694 Vvehicle prior to Ttowing the Vvehicle from private property.
695 No other fee of any type may be charged.
696

697 (iii) Hookup and initial Ttowing fee shall not exceed:
698

699 A(I) \$135.00 for Vvehicles with a ~~gross vehicle weight~~
700 ~~rating~~ (GVWR) of 7,500 pounds or less.
701

702 B(II) \$250.00 for Vvehicles with a GVWR of 7,501
703 pounds through 10,000 pounds.
704

705 C(III) \$500.00 for Vvehicles with a GVWR greater
706 than 10,000 pounds.
707

708 D(IV) For towing a vehicle between seven o'clock
709 p.m. and eight o'clock a.m. or on any Saturday, Sunday, or
710 holiday, a maximum additional fee of \$25 per instance may
711 be charged; however, in no event shall more than two such
712 fees be charged for towing any such vehicle.
713

714 E(V). No other fees or charges shall be imposed
715 during the first 24 hour period.
716

717 (iv) Storage fee for the safekeeping of Vvehicles:
718

719 A-(I) No charge shall be made for storage and
720 safekeeping of a Vvehicle for the first 24 hours the
721 Vvehicle is on the Sstorage Ssite.
722

723 B-(II) After the Vvehicle is on the Sstorage Ssite for
724 more than 24 hours, a Vvehicle storage fee may be
725 charged for each subsequent 24-hour period, or any
726 portion thereof, at a rate not to exceed:
727

4. ~~\$50.00 for any Vvehicle 22 feet long or less in length, or~~

2. ~~\$5.00 per foot for any Vvehicle over 22 feet in length.~~

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

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

(B) Upon Vvehicle release, the Ooperator shall give the Vvehicle Oowner a receipt itemizing all charges.

(C) An Ooperator shall not require a Vvehicle Oowner to sign any waiver of the Vvehicle Oowner's right to receive compensation for damages to the owner's Vvehicle as a condition of the owner retrieving the Ttowed Vvehicle.

(hH) Penalties and Remedies for Violations.

(1) All Ttrespass Ttowing.

(a) (A) It shall be unlawful for any person to violate any of the provisions of this ~~Section~~section, or any regulation adopted pursuant to this ~~Section~~section. Unless otherwise stated, these violations shall constitute traffic infractions punishable by a fine of not more than that provided for a Class 4 misdemeanor.

(b) (B) It shall be unlawful for any person to make or cause to be made any false statement in writing for the purpose of procuring a Rregistration Ccertificate or Llocality Ppermit, or to make any false statements or entry on records required to be kept by this ~~Section~~section. ~~These violations are a violation of Virginia Code Section 18.2-498.3.~~

(c) (C) An Ooperator shall be suspended if the Ooperator's insurance is no longer in effect. Suspension shall be in accordance with Section 82-5-32:(Hh)(2)(bB) and (dD).

774 (2) Locality ~~P~~ermit ~~O~~perators.
775

776 (a) (A) Denial.
777

- 778 (i) The Director may deny an ~~O~~perator's ~~L~~ocality ~~P~~ermit
779 application to conduct a trespass towing business in
780 Fairfax County if the ~~O~~perator:

781 A. (I) Does not have an approved ~~S~~torage ~~S~~ite; or
782

783 B. (II) Does not possess a valid business license; or
784

785 C. (III) Is not properly licensed by the ~~State~~state; or
786

787 D. (IV) Provides false information on the application.
788

- 789 (ii) The ~~O~~perator may reapply after application deficiencies
790 are corrected. If the denial is based on 82-5-
791 32(~~h~~H)(2)(~~A~~a)(i)(~~IV~~)~~D~~., the denial shall remain in force for
792 one year from the date of denial.
793

794 (b) (B) Suspension.
795

- 796 (i) The Director may suspend an ~~O~~perator's Fairfax County
797 ~~L~~ocality ~~P~~ermit for a period of one to 60 days and/or
798 until proof of compliance is provided to the satisfaction of
799 the Director for any of the following reasons, but not
800 limited to:
801

802 A. (I) Operating a tow vehicle that fails to meet
803 federal, ~~State~~state, and local codes.
804

805 B. (II) Any violations of this ~~Section~~section which
806 regulate conduct, reporting, and record-keeping.
807

808 C. (III) Occurrence of any of the grounds for
809 denial of a registration application or ~~L~~ocality ~~P~~ermit,
810 listed in Section 82-5-32-(~~h~~H)(2)(~~A~~a).
811

812 D. (IV) Failure to maintain the ~~S~~torage ~~S~~ite(s)
813 and/or operation(s) in good order and repair.
814

815 E. (V) Failure to pay all fees and taxes imposed
816 insofar as such fees relate to operation of a trespass
817 towing business.
818
819

820 F. (VI) Failure to maintain proper insurance.

821
822 G. (VII) Valid consumer complaints regarding
823 trespass towing operation.

824
825 ~~(ii) The suspension will become effective 45 days after the~~
826 ~~Operator receives the suspension notice unless an~~
827 ~~appeal is filed in accordance paragraph (e) below.~~

828
829 ~~(iii)(ii) However, any~~Any suspension for a violation of
830 Sections 82-5-32~~(h)(2)(B)(i)(I)~~A and (VI)F shall
831 become effective upon the date of any such violation
832 without notification pursuant to paragraph (d) below.

833
834 ~~(e)~~ (C) Revocation.

835
836 (i) An ~~O~~operator's ~~L~~locality ~~P~~permit may be revoked by the
837 Director for, but not limited to, any of the following
838 reasons:

839
840 A. (I) If an ~~O~~operator fails to correct deficiencies for
841 which the ~~O~~operator was suspended;

842
843 B. (II) The ~~O~~operator makes or causes or allows to be
844 made any false statement in writing for the purpose of
845 procuring a ~~L~~locality ~~P~~permit; or

846
847 C. (III) If an ~~O~~operator makes or causes or allows to be
848 made any false statement or entry on records required to be
849 kept by this ~~Section~~section; or

850
851 D. (IV) Conducts operations in the County while under
852 suspension; or

853
854 E. (V) At the discretion of the Director for multiple
855 violations by the ~~L~~locality ~~P~~permit holder of any of the
856 provisions of this ~~Section~~section within a twelve-month
857 period.

858
859 ~~(ii) The revocation will become effective 45 days after the~~
860 ~~Operator receives the revocation notice unless an appeal~~
861 ~~is filed in accordance paragraph (e) below.~~

862
863 ~~(d)~~ (D) Notification.

- 865 (i) Written notice of any denial, suspension, or revocation
866 under the above provisions of this ~~Section~~section shall be
867 given by the Director to the ~~O~~operator in person, or by
868 email, and by certified mail. Such suspension or
869 revocation shall be effective seven calendar days after
870 the deposit of such notice in the US mail unless
871 otherwise specified in this ~~Section~~section.
872

873 ~~NOTE: It shall be unlawful for an Operator to conduct a~~
874 ~~trespass towing business in the County when the Locality~~
875 ~~Permit under which the trespass towing operation was~~
876 ~~placed in service is under suspension or revocation.~~
877

- 878 (ii) Locality ~~P~~permits that have been suspended or revoked
879 shall be returned to the Director within seven calendar
880 days from the effective date of the suspension or
881 revocation, provided such suspension was ordered for
882 more than seven calendar days.
883

884 ~~(e)~~ (E) Appeal.

885
886 Procedure for appeal of action by the Director.

- 887
888 (i) If the Director denies, suspends or revokes any
889 ~~O~~operator's ~~L~~locality ~~P~~permit, any party aggrieved thereby
890 may appeal such decision to the Commission.
891

- 892 (ii) An appeal shall be filed with the Department of Cable
893 and Consumer Services by the appellant or by the legal
894 representative of the appellant. Appeals shall be in writing,
895 and appeals shall include a brief statement of the reasons
896 thereof. Appeals shall be filed within 45 calendar days of
897 receipt of the notice of denial, suspension, or revocation, and
898 signed by the appellant or the legal representative of the
899 appellant.
900

- 901 (iii) Upon receipt of notice of appeal, the Commission shall
902 set a time and place for such hearing and shall give the
903 appellant or legal representative and the Director reasonable
904 notice thereof. All hearings on appeals shall be scheduled
905 and determined as promptly as practicable and in no event
906 more than 60 calendar days from the date the notice of
907 appeal is filed.
908

(iv) An appeal may be withdrawn at any time by the appellant or his agent prior to the Commission meeting by giving written notice to the Director.

(v) An appeal may also be administratively withdrawn by the Director if it is determined that the appeal was the result of an error.

(vi) The Commission shall consider the case record as well as the statements offered by any interested party and shall consider the matter *de novo*, and the Commission shall, upon the basis of the record before it, affirm, modify or reverse the decision of the Director.

(vii) If the Commission affirms the decision of the Director to suspend or revoke an Operator's Certificate or a Locality Permit, then the suspension or revocation shall be effective from the date of the Commissioner's order.

(viii) If the Commission reverses the decision of the Director, the Director shall issue or restore the Operator's locality permit, in accordance with its order.

(ix) Except as otherwise provided in this ~~Section~~section, an appeal of the decision of the Director to suspend or revoke an Operator's Locality Permit shall stay the effective date of the suspension or revocation.

(x) However, if any suspension or revocation of an Operator's Locality Permit is based on failure to follow appropriate safety procedures or falsifying documents, then the order of the Director shall remain in effect until the Commission has rendered its decision on the appeal.

~~(f)~~ (F) The provisions of this ~~Section~~section are not exclusive and do not relieve the parties or the contracts subject thereto from compliance with all other applicable provisions of law.

~~(H)~~G Code or ~~R~~regulatory ~~C~~onflict.

In the event of a conflict between an action of the ~~State~~state and the County, the County ordinance shall be controlling, provided such provisions are no less stringent than requirements imposed by action of the ~~State~~state.

Section 82-5-32.1. – Trespass Towing Advisory Board.

(aA) Definitions.

—

“Citizen ~~M~~member” means a ~~M~~member who represents the general public, and has no direct or indirect interest, other than as a consumer, in or relating to the ~~T~~towing and recovery industry.

“Law-~~E~~enforcement ~~M~~member” means a member who is a Fairfax County police officer and appointed by the Fairfax County Chief of Police to the Advisory Board.

“Member” means a Fairfax County resident appointed or confirmed by the Board of Supervisors to the Trespass Towing Advisory Board.

“Towing ~~M~~member” means an individual who, prior to appointment, and throughout the appointment term, shall be an ~~O~~operator of a ~~T~~towing business in Fairfax County.

(bB) Members; ~~S~~staff; and ~~M~~meetings

(1) There shall be a Trespass Towing Advisory Board ("Advisory Board"). The Advisory Board shall be composed of five members, two of whom shall represent tow operators, two of whom shall represent local law-enforcement agencies, and one of whom shall represent the ~~community at large~~general public. All members shall be residents of Fairfax County, Virginia. Members of the Advisory Board shall be appointed or confirmed by the Board of Supervisors for terms of three years each. The terms shall be staggered with no more than two terms, and no less than one term, to commence in any one year. Vacancies shall be filled by the Board of Supervisors as they arise. The chairman shall be elected annually from among the members of the advisory board by a majority vote. The chairmanship shall be for a term of one year and rotate annually between a representative of a local law-enforcement agency, a representative of a tow operator, and one member of the general public. ~~A Chairperson shall be elected by the Trespass Towing Advisory Board from among the members of the Advisory Board.~~ The Advisory Board may adopt bylaws and rules and regulations governing the conduct of its responsibilities and duties ~~hereinunder~~herein under.

(2) The Advisory Board shall meet at least once per year at the call of the Chairperson, or two members of the Advisory Board after notice to all ~~M~~members, or upon request of the Board of Supervisors, or upon the request of the Director. The staff of the Advisory Board shall be from the Department of Cable and Consumer Services. The Director of the Department of Cable and Consumer Services, or the Director's designee, shall attend all meetings of the Advisory Board.

(3) A quorum shall consist of a ~~T~~towing ~~M~~member, a ~~L~~law-~~E~~enforcement ~~M~~member and a ~~C~~itizen ~~M~~member.

(cB) Duty of the Trespass Towing Advisory Board

—

The Advisory Board shall advise the Board and provide recommendation(s) to proposed changes related to the trespass T~~o~~wing code.

Section 82-5-32.1.a. – Consumer Protection Commission duties and hearings.

~~(A)~~ (a) In addition to all other duties, the Commission shall act upon appeals from actions taken by the Director.

~~(B)~~ (b) All hearings or other public proceedings conducted by the Commission in accordance with this ~~Section~~ section shall be conducted in an informal manner. The Commission shall have the discretion to admit all evidence which may be of probative value even if that evidence is not in accord with formal rules of legal practice and procedure. Applicants and appellants may appear, either by personal appearance, legal counsel, or other representation, to present argument and evidence on their behalf. In addition, the Commission may establish rules of procedure for the conduct of hearings. Any interested party may record all public proceedings of any hearing in any manner which shall not impede the orderly conduct of the hearing.

~~(C)~~ (c) The Commission shall report all recommendations and/or decisions in writing, and the Commission shall furnish copies of those decisions to the Director and to any applicant or appellant affected thereby.

Section 82-5-32.2. – Department of Cable and Consumer Services.

DCCS shall have the following duties:

(aA) Receive, investigate, record, and attempt to resolve T~~o~~wing complaints.

(bB) Forward complaints that cannot be successfully mediated to the appropriate ~~State~~ governmental agency.

(cC) Refer suspected violations of law to the proper enforcing agency.

(dD) Maintain records of T~~o~~wing complaints and their disposition.

(eE) Develop programs of T~~o~~wing education and information and disseminate such information.

(fF) Provide advice and information on trespass T~~o~~wing matters to judicial, legislative, administrative, and other public and private bodies.

(gG) Analyze the nature of trespass T~~o~~wing problems in Fairfax County and recommend to the Board legislative and administrative changes.

(hH) Receive, process, and act on Ooperator Rregistration

Ppermit applications. — — Ccertificates and Llocality

—

(iI) Conduct reviews, inspections, and investigations of Ttowing Sstorage Ssites and operations.

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

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of _____, 2017

Clerk to the Board of Supervisors

STAFF REPORT
Proposed Amendments to Sections 82-5-32, 82-5-32.15-32.1a, 82-and 82-5-32.2 of the Fairfax
County Code
Pertaining to Trespass Towing

Authority Granted by the Code of Virginia

Localities in Virginia are authorized to regulate the immobilization and removal of vehicles from private property pursuant to Va. Code Ann. § 46.2-1232.

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

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

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

C. Any such local ordinance may also require towing and recovery operators to (i) obtain and retain photographs or other documentary evidence substantiating the reason for the removal; (ii) post signs at their main place of business and at any other location where towed vehicles may be reclaimed conspicuously indicating (a) the maximum charges allowed by local ordinance, if any, for all their fees for towing, recovery, and storage services and (b) the name and business telephone number of the local official, if any, responsible for handling consumer complaints; (iii) obtain at the time the vehicle is towed, verbal approval of an agent designated in the local ordinance who is available at all times; and (iv) obtain, at the time the vehicle is towed, if such towing is performed during the normal business hours of the owner of the property from which the vehicle is being towed, the written authorization of the owner of the property from which the vehicle is towed, or his agent. Such written authorization, if required, shall be in addition to any written contract between the towing and recovery operator and the owner of the property or his agent, except for vehicles being towed from a locality within Planning District 8, which shall not require written authorization if such written contract is in place. Any such written contract governing a property located within Planning District 8 shall clearly state the terms on which towing and recovery operators may monitor private lots on behalf of property owners. For the purposes of this subsection, "agent" shall not include any person who either (a) is related by blood or marriage to the towing and recovery operator or (b) has a financial interest in the towing and recovery operator's business.

D. Any such ordinance adopted by a locality within Planning District 8 may require towing companies that tow vehicles from the county, city, or town adopting the ordinance to other localities, provided that the stored or released location is within the Commonwealth of Virginia and within 10 miles of the point of origin of the actual towing, (i) to obtain from the locality from which such vehicles are towed a permit to do so and (ii) to submit to an inspection of such towing company's facilities to ensure that the company meets all the locality's requirements, regardless of whether such facilities are located within the locality or elsewhere. The locality may impose and

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collect reasonable fees for the issuance and administration of permits as provided for in this subsection. Such ordinance may also provide grounds for revocation, suspension, or modification of any permit issued under this subsection, subject to notice to the permittee of the revocation, suspension, or modification and an opportunity for the permittee to have a hearing before the governing body of the locality or its designated agent to challenge the revocation, suspension, or modification. Any tow truck driver who removes or tows a vehicle, pursuant to any such ordinance, that is occupied by an unattended companion animal as defined in § [3.2-6500](#) shall, upon such removal, immediately notify the animal control office of the locality in which the vehicle is being removed or towed. Nothing in this subsection shall be applicable to public safety towing.

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

§ 46.2-1233.2. Advisory board.

Prior to adopting or amending any ordinance pursuant to § [46.2-1232](#) or [46.2-1233](#), the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance. Members of the advisory board shall only consist of an equal number of representatives of local law-enforcement agencies and representatives of licensed towing and recovery operators, and one member of the general public. Any such advisory board shall meet at least once per year at the call of the chairman of the advisory board, who shall be elected annually from among the members of the advisory board by a majority vote. The chairmanship of any such advisory board for any locality within Planning District 8 shall be for a term of one year and rotate annually between a representative of a local law-enforcement agency, a representative of a licensed towing and recovery operator, and one member of the general public.

Fairfax County Code Provisions

Fairfax County exercises the authority granted in the Code of Virginia through the enactment of Section 82-5-32 of the Fairfax County Code. All provisions that govern the immobilization or towing of trespassing vehicles on private property in the County are found in this section. These regulations were last amended effective May 1, 2014.

In accordance with Va. Code Ann. § 46.2-1233.2, Fairfax County established the Trespass Tow Advisory Board, effective July 1, 2006. The Trespass Tow Advisory Board has conducted meetings and provided an open forum for tow operators, the public and staff from the Department of Cable and Consumer Services to discuss a change to the current ordinance provisions.

PROPOSED REVISIONS TO SECTIONS 82-5-32, 82-5-32.1 and 82-5-32.2

Reason for changes:

In 2017, the Virginia General Assembly enacted HB1960, which revised multiple provisions in Va. Code Ann. §§ 46.2-1231, 46.2-1232, and 46.2-1233.2. Several of these revisions are applicable specifically to jurisdictions in Planning District 8. These revisions placed new requirements into the Code of Virginia for written contracts and monitoring agreements between property owners and tow operators; a new requirement that tow operators contact the locality's animal control office when towing a vehicle

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occupied by an companion animal; and a requirement that the chairmanship of trespass towing advisory boards rotate on an annual basis between the citizen member, the law enforcement member, and the tow operator member. These new requirements have been incorporated into the proposed revisions to Sections 82-5-32, 82-5-32.1, 82-5-32.1a, and 82-5-32.2.

Numerous other minor revisions are also proposed to clarify existing language and processes, such as new language specifying the locality permit application process; language providing that tow storage lots must be open and staffed 24 hours per day, 7 days per week to allow for immediate release of towed vehicles; and striking a conflicting provision related to the effective date of any suspension or revocation of locality permits.

Additional revisions, largely administrative, have also been included to stylistically align the section with the remainder of Chapter 82 by removing the capitalization of defined terms in the text, and by changing the outline format to match that found in other sections.

Proposed Revisions to Chapter 82-5-32
July 26, 2017

Line Number	Description of change
Throughout entirety of section	Decapitalization of defined terms throughout section, for consistency with remainder of Chapter 82 New outline formatting, for consistency with remainder of Chapter 82
21	Delete "TTAB" from definition, as it does not appear in the remainder of the Section
33	Aligns definition of "Director" with that found in Chapter 84.1 (taxicab ordinance)
59	Clarifies that a locality permit holder may store towed vehicles both inside and outside of the County
68-73	Deletes "private property tow", as this term does not appear in the remainder of the Section. Definition is moved, and inserted at lines 99-104 as "trespass tow".
94	Inserts abbreviation for Gross Vehicle Weight Rating "GVWR"
118-122	Captures language from Code of Virginia re: applicability of code
191	Change "business" to "non-residential" to include non-residential, non-commercial properties
216 - 224	Captures language from HB1960 - contracts and spotter authorization
226	Changes wording "written approvals" to "written contracts"
273-274	Specifies that Department provides application for operator registration
295-326	Inserts application process for Locality Permit, uses same language as application process for registration.
351-352	Clarifies language - change from "in his possession" to "stored at an approved storage lot"
357-361	Makes authorization language consistent with that found at Line 216-224
420-425	Captures new state code language from HB1960 – companion animal
451	Replace "Tower" with "operator" as the party responsible for securing the load
479-482	Clarifies language, specifying that storage lots must be staffed and open 24/7
484-490	Revises language for clarity. No change in meaning.
510	Minor change to lot signage content at storage sites
535-536	Strike "auction", replace with "release or disposition"
543	Strike "towing vehicle", replace with "tow truck"
550	Strike "services", replace with "fees"
600-602	Captures language from HB1960- consumer notice on receipt
650	Strike "Name of tow operator" from requirements for notice of rate change
690	Strike "gross vehicle weight rating" and leave abbreviation GVWR
718-719	Strike "long", insert "in length" to make language consistent with remainder of sub-section
732-733	Minor rewording for clarity
757-758	Strikes improper code reference
817-819	Strikes language in conflict with a related code provision
821	Strike "however" to improve language
850-852	Strikes language in conflict with a related code provision
864-867	Delete extraneous "note"
872-873	Inserts clarifying language related to suspension of permits
917	Strike "Certificate or" and Insert "a" to clarify sub-section.
924	Insert "locality" before "permit" to accurately reflect name of permit
970-989	Captures language from HB1960 – TTAB membership
1032	Strike "state", replace with "governmental"

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

Draft of September 21, 2017

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 82-5-32, 82.5-32.1, 82-5-32.1a and 82-5-32.2 relating to Motor Vehicles and Traffic.

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

1. That Sections 82-5-32, 82.5-32.1, 82-5-32.1a and 82-5-32.2 are amended and readopted as follows:

Article 5. – Stopping, Standing and Parking.

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

(a) Applicability.

Section 82-5-32 establishes the minimum requirements for all trespass towing initiated in Fairfax County. Fairfax County Code shall also apply to a trespassing vehicle towed from Fairfax County and stored outside the County.

(b) Definitions.

The following words and phrases shall have the meanings respectively ascribed to them in this section:

“Advisory Board” means the Fairfax County Trespass Towing Advisory Board.

“Board” means the Fairfax County Board of Supervisors.

“Commission” means the Fairfax County Consumer Protection Commission.

“County” means the County of Fairfax, Virginia.

“Department” or “DCCS” means the Fairfax County Department of Cable and Consumer Services.

“Director” means the Director of the Fairfax County Department of Cable and Consumer Services or the duly assigned agent of the Director of the Department.

"Driver" means a person who drives or is in actual physical control of a tow truck. A driver shall have obtained all required documents issued by the state in order to operate a tow truck while providing towing services.

"Drop fee" means a fee that is charged a vehicle owner for disconnecting a tow truck from a vehicle prior to leaving private property.

"Equipment" means any tow truck, vehicle or related machinery or tools used to provide towing.

"Immobilize" means a procedure or piece of equipment, such as a boot, used to prevent a vehicle from moving. Immobilization does not include attachment to a tow truck.

"Law-enforcement officer" means any officer authorized by law to direct or regulate traffic, or to make arrests for violations of the Code of Virginia or local ordinances.

"Locality" means the geographical area of control of a county, city, or town.

"Locality permit" means a document indicating an operator has been approved to immobilize or trespass tow vehicles in Fairfax County and store vehicles both inside and outside of Fairfax County.

"Operator" or "towing and recovery operator" means any person, including a business, corporation, or sole proprietor, offering services involving the use of a tow truck and services incidental to the use of a tow truck.

"Personal property" means any property in a vehicle which is not attached to or considered to be necessary for the proper operation of the vehicle.

"Property owner" means the owner, operator, authorized agent, or lessee of any land, space, or area used for parking, including any county, city, or town, or authorized agent of the person having control of such premises.

"Registration certificate" means a document indicating an operator has been approved to trespass tow and store vehicles within Fairfax County.

"State" means the Commonwealth of Virginia.

"Storage site" means a location where vehicles are taken until the owner reclaims the vehicle or it is sold. The location must meet all requirements specified in this section.

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"Tow" or "towed" means when the tow truck has engaged a vehicle by a physical or mechanical means that causes the towed vehicle to be removed from private property.

"Tow truck" means a motor vehicle for hire (i) designed to lift, pull, or carry another vehicle by means of a hoist or other mechanical apparatus, and (ii) having a manufacturer's gross vehicle weight rating (GVWR) of at least 10,000 pounds. "Tow truck" also includes vehicles designed with a ramp on wheels and a hydraulic lift with a capacity to haul or tow another vehicle, commonly referred to as "rollbacks."

"Trespass tow" means requests for towing services made by the owner, manager, or lessee of private property, or the authorized agent thereof, or under contract between such person and a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

"Vehicle" means every device in, on, or by which any person or property is or may be transported or drawn on a highway, except devices moved by human power or used exclusively on stationary rails or tracks.

"Vehicle owner" means the owner, operator, authorized agent, or lessee of a vehicle.

(c) Exclusions.

(1) This section shall not apply to:

(A) Police, fire, or public health vehicles, or where a vehicle, because of a wreck or other emergency, is parked or left temporarily on the property of another at the direction of police, fire or public health officials.

(B) Vehicle repossession activities.

(C) Vehicles towed, moved, or stored at the request of a law-enforcement officer.

(2) The provisions of this section shall not be construed to prohibit vehicles from being towed when such towing is otherwise permitted by law.

(d) Signs.

(1) Permanent signs, clearly visible during daytime and nighttime hours, shall be posted at all entrances to the parking area that conspicuously disclose that such vehicle shall be towed or immobilized.

- 134 (2) Such signs, at a minimum, shall: (all measurements are approximate)
135
136 (A) Be made of metal.
137
138 (B) Be 18 inches high and 12 inches wide.
139
140 (C) Contain reflective red letters and red reflective graphics on a reflective
141 white background, with a 3/8 inch reflective red trim strip 3/8 inch in from
142 the entire outer edge of the sign.
143
144 (D) Contain the international Towing symbol that is at least 5 inches high
145 by 11 inches wide as found in the Federal Highway Administration,
146 *"Manual on Uniform Traffic Control Devices"*.
147
148 (E) Use Series B or Clearview lettering found in the Federal Highway
149 Administration, *"Manual on Uniform Traffic Control Devices"*.
150
151 (F) Contain "Towing Enforced" in a font size of 2 inch letters.
152
153 (G) Contain "If towed Call 703-691-2131" in a font size of 1 inch letters,
154 which is the Fairfax County Department of Public Safety Communications
155 (DPSC) telephone number. However, if the tow originated in the Town of
156 Vienna, the sign shall contain, "If towed Call 703-255-6366" and if the tow
157 originated in the Town of Herndon, the sign shall contain, "If towed Call
158 703-435-6846".
159
160 (H) Paragraphs (2)(A) through (2)(F) shall be effective January 1, 2015.
161
162 (3) Signs posted in a government road right-of-way must meet Virginia
163 Department of Transportation standards and all applicable Virginia laws to
164 include the bottom of the sign mounted at least 7 feet above the ground. Signs
165 posted on private property are not required to meet this height requirement as
166 long as they are clearly visible.
167
168 (4) Sign contents may also include additional information such as, but not limited
169 to, the name of the property or name and telephone number of the designated
170 operator in a font size of 19/32 inch letters.
171
172 (5) In addition to the mandatory entrance signs, other area signs may be used to
173 specify any other requirements for parking.
174
175 (6) The requirement for signs shall not apply to single-family residence
176 properties not subject to common interest community regulations (as defined in
177 Va. Code § 55-528, as amended).
178

(7) No signage of the type required in this section shall be required to effect the towing of a vehicle unlawfully parked in a spot reserved for persons with disabilities or in a "Fire Lane" that is approved and marked in accordance with County and state requirements.

(8) Trespassing vehicle on property not marked by signs.

(A) Non-residential properties. A notice must be conspicuously affixed to a trespassing vehicle with a warning the vehicle is liable to be towed 48 hours after such notice is posted.

(i) The notice must contain the date and time of posting.

(ii) A vehicle found to be trespassing a second time on the same unmarked property may be towed immediately. A warning notice is not required.

(B) Vehicles trespassing on single-family residence properties not subject to common interest community regulations may be towed immediately. No notice is required.

(e) Property Owner.

(1) A property owner may have a vehicle towed to a storage site or immobilized without the permission of the vehicle owner if the vehicle is occupying property without permission of the property owner, and if conditions set forth in this section are met.

(A) The property owner has executed a contract with a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is parked on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property. Such contract shall clearly state the terms under which towing and recovery operators may monitor private lots on behalf of property owners.

(B) Copies of such written contracts shall be retained for three years after the date of the last tow or immobilization approved by the agreement.

(2) In lieu of having such vehicle towed or immobilized, the property owner on which the vehicle is located may request a law enforcement officer issue, on the premises, a citation to the vehicle owner.

(f) Operator.

Trespass tow operators must comply with all requirements of this section.

(1) Registration certificate.

(A) All operators engaged in immobilizing or towing vehicles without the consent of the vehicle owner in Fairfax County must register with the Department of Cable and Consumer Services prior to the initiation of any such operations, and by January 31 of each subsequent year.

(B) To obtain a registration certificate, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site Non-Residential Use Permit and,

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(2) Locality permit.

(A) All operators engaged in towing vehicles without the consent of the vehicle owner in Fairfax County and storing those vehicles outside of Fairfax County must obtain an approved locality permit prior to the initiation of any such operations and by January 31 of each subsequent year.

(i) The initial application and annual renewal fee for each operator shall be \$150.00.

(ii) The initial inspection fee for each storage site outside of Fairfax County shall be \$450.00.

(B) To obtain a locality permit, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license issued by the jurisdiction in which the operator is headquartered;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located.

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The Department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(3) Registration certificates and locality permits.

(A) It shall be unlawful for any person to procure, or assist another to procure, through theft, fraud, or other illegal means, a registration certificate or locality permit from the Department. Any violation of any provision of this section shall be punishable as a Class 2 misdemeanor.

(B) Any person or entity other than the Department that sells, gives, or distributes, or attempts to sell, give or distribute any document purporting

315 to be a registration certificate or locality permit to conduct a trespass
316 towing business in Fairfax County is guilty of a Class 1 misdemeanor.

317
318 (4) Operational requirements.

319
320 (A) The operator shall be open for business 24 hours a day and seven
321 days per week, unless the operator has no vehicles immobilized or stored
322 at an approved storage site.

323
324 (B) All tow truck safety devices must be operational, used, and comply
325 with local, state, and federal laws and regulations.

326
327 (C) An operator shall not tow a vehicle from private property or immobilize
328 a vehicle on private property unless the vehicle is parked on the property
329 in violation of law or rules promulgated by the owner, manager, or lessee
330 of the private property.

331
332 (D) All tow trucks shall have the following identifying markings of a
333 contrasting color to the truck body on both sides of each tow truck:

334
335 (i) The operator's business name as registered with the
336 Department in a font not less than three inches in height.

337
338 (ii) The operator's telephone number in a font not less than three
339 inches in height.

340
341 (iii) Truck number in a font not less than four inches in height.

342
343 (E) Each tow truck, while trespass towing, shall have a copy of the current
344 Fairfax County trespass towing registration certificate or locality permit in
345 the tow truck.

346
347 (F) Each immobilization device shall have a label clearly visible while the
348 device is in position immobilizing a vehicle that lists the operator's name
349 and telephone number, immobilization fee, and the Department's name
350 and telephone number.

351
352 (G) The Fairfax County Department of Public Safety Communications
353 (DPSC) shall be notified no later than 30 minutes after initiating the
354 immobilization or towing of a vehicle. However, whenever a vehicle is
355 towed or immobilized from sites within the Town of Herndon or the Town
356 of Vienna, the operator, shall notify the law enforcement agency in those
357 localities as applicable.

358
359 (H) Such notification shall include the:
360

- (i) Operator name and driver employee number who towed or immobilized the vehicle;
- (ii) Make, model, color, year, vehicle identification number of the towed or immobilized vehicle;
- (iii) License plate type (such as passenger car, truck, dealer, taxi, disabled), number, state, and year of license of the towed or immobilized vehicle;
- (iv) Address where the vehicle was towed or immobilized from;
- (v) Reason for the tow or immobilization;
- (vi) Time such tow or immobilization was initiated; and
- (vii) Storage site address where the vehicle is located and the operator's telephone number.

(I) It shall be unlawful to fail to report a tow or immobilization as required by this section. Violation of the reporting requirements of this section shall constitute an invalid tow resulting in no charge to the owner for the release of the vehicle.

(J) Any tow truck driver who tows a vehicle that is occupied by an unattended companion animal, as defined by Va. Code § 3.2-6500, as amended, shall, upon such removal, immediately notify the Animal Services Division of the Fairfax County Police Department (FCPD). Such notification should be made to the Fairfax County DPSC non-emergency telephone number.

(K) Upon leaving private property, a driver must tow each vehicle directly to a storage site registered with the Department. Changing the towing vehicle shall not be permitted unless the original towing vehicle becomes non-operational.

- (i) The vehicle must remain in that lot for 30 calendar days if the owner fails to claim the vehicle.
- (ii) A vehicle towed outside of Fairfax County may not be towed more than ten miles from the origin of the tow, and must remain in the Commonwealth. The straight line 10-mile radius from a storage site outside of Fairfax County shall be determined by the Director using the Fairfax County GIS & Mapping Services Branch data.

(L) Photographic evidence clearly substantiating the vehicle's condition, location, and reason for the vehicle's tow or immobilization must be made prior to connecting the tow truck to the vehicle.

(M) While being towed, vehicles shall be properly secured in accordance with all laws, regulations, and tow truck vehicle manufacturer recommendations.

(N) Nothing in this section shall release the operator from liability for failure to use reasonable care to prevent the load from shifting or falling.

(O) Records.

An operator shall maintain written and electronic records for each towed or immobilized vehicle for a period of three years after such tow or immobilization. Records to be retained shall include:

- (i) A record of the property owner's approval;
- (ii) The information required to be provided to the DPSC and other local law enforcement agencies pursuant to this section;
- (iii) A legible copy of the receipt provided to vehicle owner; and
- (iv) Photographs and any other documentation supporting the tow.

(5) Storage site requirements.

(A) Every site to which trespassing vehicles are towed, stored, and available for return to the vehicle owner shall comply with the following requirements:

- (i) A storage site must be staffed, and open for business 24 hours per day and seven days per week, unless the operator has no vehicles towed from a location in Fairfax County stored at the storage site.
- (ii) Each storage site must be properly zoned and approved for storage of towed vehicles, as evidenced by an occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located. Each storage site must also be registered with the Department.
- (iii) A storage site shall be lighted during the hours of darkness to afford clear visibility to all portions of the storage site.

(iv) A towed vehicle shall not be stored more than a reasonable walking distance from the area where towing and storage fee payments are received.

(v) The operator shall exercise reasonable care to keep the towed vehicle and its contents safe and secure at all times, which shall include appropriate permanent fencing.

(vi) No operator may take a vehicle to a storage site which does not meet these standards and all other applicable ordinances and regulations:

(I) A clearly visible sign must be posted at the entrance of the storage site that provides the operator's name and telephone number; and

(II) The telephone for the posted number shall be answered 24 hours a day.

(III) A clearly visible sign with a list of all of the operator's fees for trespass immobilization, towing and storage services, and the operator's contact information.

(IV) A clearly visible sign available from the Department of Cable and Consumer Services, listing the Department's web site, office address, and telephone number.

(6) Personal Property.

(A) Nothing shall be removed from the vehicle without the express consent of the vehicle owner.

(B) Personal property must be released immediately upon the vehicle owner's request without charge, and it shall be the duty of the operator to return it to the vehicle owner if the vehicle owner claims the items prior to release or disposition of the vehicle. Any lien created under this section shall not extend to any personal property.

(7) Vehicle release.

(A) If the vehicle owner is present and removes the vehicle from the property or corrects the violation before the vehicle is connected to the tow truck, no fee shall be charged the vehicle owner;

(B) If the vehicle has been connected to the tow truck and has not yet left private property, the vehicle shall not be towed upon request of the vehicle

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owner. The vehicle owner shall be liable for a drop fee, as set forth in this section, in lieu of towing, provided that the vehicle owner or representative is present and ready, willing, and able to pay the required drop fee and removes the vehicle from the property or corrects the violation.

(C) An immobilized or a towed vehicle moved to a storage site shall be immediately available for release at the request of the vehicle owner.

(D) The operator shall accept the following forms of payment for any trespass towing fees:

(i) Cash;

(ii) Two major national credit cards;

(iii) MasterCard or Visa debit cards; and

(iv) Personal checks shall be accepted when credit/debit card machines are not available or are inoperable.

(E) In all cases when a vehicle is immobilized, towed, or fees charged, the operator shall provide the vehicle owner with a receipt that bears the:

(i) Complete name, address, and telephone number of the operator that towed the vehicle;

(ii) Time the vehicle was towed;

(iii) Address from which the vehicle was towed;

(iv) Authority for the tow (entity or person authorizing the tow);

(v) Reason for the tow;

(vi) Driver employee number; (the corresponding driver's name shall be provided to the FCPD and/or the Director upon request);

(vii) Time the vehicle was released;

(viii) An itemized list of all fees assessed in the immobilization, towing, storage, and/or release of the vehicle;

(ix) The printed name of the person to whom the vehicle was released; and

(x) The name and telephone number of the Department where vehicle owners may file a consumer complaint.

(F) If any requirements of this section are not met, for such immobilization or tow, no fee shall be charged.

(8) Compliance.

(A) The operator shall provide to the vehicle owner, upon request, a copy of the authority for the tow; including, without limitation, photographs and other documentation supporting the tow.

(B) Right of entry. Whenever it is necessary for the purposes of this section, the duly authorized agent of the Director may enter any trespass towing business, business establishment, or storage site property to obtain information, conduct surveys, audits, compliance reviews, or investigations.

(g) Rates and Charges.

(1) Change to rates and charges.

(A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.

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

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

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

(E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

588 Notice of Proposed Rate Change

589
590 A proposed change in trespass towing rates is under consideration by
591 the Fairfax County government. The proposed rates are: (Insert
592 description of the proposed changes).
593

594 The proposed trespass towing rate change shall be considered by the
595 Trespass Towing Advisory Board at a public hearing. The date, time
596 and location of the public hearing may be obtained by calling the
597 Department of Cable and Consumer Services. Any interested person
598 may appear before the Advisory Board to be heard on this proposed
599 change. Persons who wish to be placed on the speakers' list or who
600 wish further information should call the Department of Cable and
601 Consumer Services at 703-324-5966.
602

603 (F) Notices with respect to a proposed rate change shall be posted within
604 ten days of the staff report for such change and shall remain posted until
605 the change in rates is denied or becomes effective.
606

607 (2) Rates and charges.

608
609 (A) It shall be unlawful for an operator to charge any fees exceeding the
610 fees set forth in this section.
611

612 (i) Immobilization. An operator may charge a vehicle owner a
613 maximum fee of \$75.00 for the release of a vehicle when it is
614 immobilized. No other fee of any type may be charged.
615

616 (ii) Drop fee. An operator may charge a vehicle owner a maximum
617 fee of \$50.00 for the release of a vehicle prior to towing the vehicle
618 from private property. No other fee of any type may be charged.
619

620 (iii) Hookup and initial towing fee shall not exceed:
621

622 (I) \$135.00 for vehicles with GVWR of 7,500 pounds or less.
623

624 (II) \$250.00 for vehicles with GVWR of 7,501 pounds
625 through 10,000 pounds.
626

627 (III) \$500.00 for vehicles with GVWR greater than 10,000
628 pounds.
629

630 (IV) For towing a vehicle between seven o'clock p.m. and
631 eight o'clock a.m. or on any Saturday, Sunday, or holiday, a
632 maximum additional fee of \$25 per instance may be

633 charged; however, in no event shall more than two such fees
634 be charged for towing any such vehicle.

635
636 (V) No other fees or charges shall be imposed during the
637 first 24 hour period.

638
639 (iv) Storage fee for the safekeeping of vehicles:

640
641 (I) No charge shall be made for storage and safekeeping of
642 a vehicle for the first 24 hours the vehicle is on the storage
643 site.

644
645 (II) After the vehicle is on the storage site for more than 24
646 hours, a vehicle storage fee may be charged for each
647 subsequent 24-hour period, or any portion thereof, at a rate
648 not to exceed \$50.00 for any vehicle 22 feet or less in length,
649 or \$5.00 per foot for any vehicle over 22 feet in length.

650
651 (v) If an administrative fee for notification of lien holder, owner,
652 agent or other interested party is charged, it shall not exceed
653 \$75.00. This fee may only apply after the vehicle is on the storage
654 site over three full business days. If an administrative fee is
655 charged, a copy of the Virginia Department of Motor Vehicles report
656 shall be attached to the receipt given to the vehicle owner.

657
658 (vi) No other fees shall be charged unless expressly set forth
659 herein.

660
661 (B) Upon vehicle release, the operator shall give the vehicle owner a
662 receipt itemizing all charges.

663
664 (C) An operator shall not require a vehicle owner to sign any waiver of the
665 vehicle owner's right to receive compensation for damages to the owner's
666 vehicle as a condition of the owner retrieving the towed vehicle.

667
668 (h) Penalties and Remedies for Violations.

669
670 (1) All trespass towing.

671
672 (A) It shall be unlawful for any person to violate any of the provisions of
673 this section, or any regulation adopted pursuant to this section. Unless
674 otherwise stated, these violations shall constitute traffic infractions
675 punishable by a fine of not more than that provided for a Class 4
676 misdemeanor.

678 (B) It shall be unlawful for any person to make or cause to be made any
679 false statement in writing for the purpose of procuring a registration
680 certificate or locality permit, or to make any false statements or entry on
681 records required to be kept by this section.

682
683 (C) An operator shall be suspended if the operator's insurance is no
684 longer in effect. Suspension shall be in accordance with Section 82-5-
685 32(h)(2)(B) and (D).
686

687 (2) Locality permit operators.

688 (A) Denial.

689 (i) The Director may deny an operator's locality permit application
690 to conduct a trespass towing business in Fairfax County if the
691 operator:
692

693 (I) Does not have an approved storage site; or
694

695 (II) Does not possess a valid business license; or
696

697 (III) Is not properly licensed by the state; or
698

699 (IV) Provides false information on the application.
700

701 (ii) The operator may reapply after application deficiencies are
702 corrected. If the denial is based on Section 82-5-32(h)(2)(A)(i)(IV),
703 the denial shall remain in force for one year from the date of denial.
704

705 (B) Suspension.

706 (i) The Director may suspend an operator's Fairfax County locality
707 permit for a period of one to 60 days and/or until proof of
708 compliance is provided to the satisfaction of the Director for any of
709 the following reasons, but not limited to:
710

711 (I) Operating a tow vehicle that fails to meet federal, state,
712 and local codes.
713

714 (II) Any violations of this section which regulate conduct,
715 reporting, and record-keeping.
716

717 (III) Occurrence of any of the grounds for denial of a
718 registration application or locality permit, listed in Section 82-
719 5-32(h)(2)(A).
720
721
722
723

(IV) Failure to maintain the storage site(s) and/or operation(s) in good order and repair.

(V) Failure to pay all fees and taxes imposed insofar as such fees relate to operation of a trespass towing business.

(VI) Failure to maintain proper insurance.

(VII) Valid consumer complaints regarding trespass towing operation.

(ii) Any suspension for a violation of Sections 82-5-32(h)(2)(B)(i)(I) and (VI) shall become effective upon the date of any such violation without notification pursuant to paragraph (d) below.

(C) Revocation.

(i) An operator's locality permit may be revoked by the Director for, but not limited to, any of the following reasons:

(I) If an operator fails to correct deficiencies for which the operator was suspended;

(II) The operator makes or causes or allows to be made any false statement in writing for the purpose of procuring a locality permit;

(III) If an operator makes or causes or allows to be made any false statement or entry on records required to be kept by this section;

(IV) Conducts operations in the County while under suspension; or

(V) At the discretion of the Director for multiple violations by the locality permit holder of any of the provisions of this section within a twelve-month period.

(D) Notification.

(i) Written notice of any denial, suspension, or revocation under the above provisions of this section shall be given by the Director to the operator in person, or by email, and by certified mail. Such suspension or revocation shall be effective seven calendar days after the deposit of such notice in the US mail unless otherwise specified in this section.

(ii) Locality permits that have been suspended or revoked shall be returned to the Director within seven calendar days from the effective date of the suspension or revocation, provided such suspension was ordered for more than seven calendar days.

(E) Appeal.

Procedure for appeal of action by the Director.

(i) If the Director denies, suspends or revokes any operator's locality permit, any party aggrieved thereby may appeal such decision to the Commission.

(ii) An appeal shall be filed with the Department of Cable and Consumer Services by the appellant or by the legal representative of the appellant. Appeals shall be in writing, and appeals shall include a brief statement of the reasons thereof. Appeals shall be filed within 45 calendar days of receipt of the notice of denial, suspension, or revocation, and signed by the appellant or the legal representative of the appellant.

(iii) Upon receipt of notice of appeal, the Commission shall set a time and place for such hearing and shall give the appellant or legal representative and the Director reasonable notice thereof. All hearings on appeals shall be scheduled and determined as promptly as practicable and in no event more than 60 calendar days from the date the notice of appeal is filed.

(iv) An appeal may be withdrawn at any time by the appellant or his agent prior to the Commission meeting by giving written notice to the Director.

(v) An appeal may also be administratively withdrawn by the Director if it is determined that the appeal was the result of an error.

(vi) The Commission shall consider the case record as well as the statements offered by any interested party and shall consider the matter *de novo*, and the Commission shall, upon the basis of the record before it, affirm, modify or reverse the decision of the Director.

(vii) If the Commission affirms the decision of the Director to suspend or revoke an operator's a locality permit, then the suspension or revocation shall be effective from the date of the Commissioner's order.

(vii) If the Commission reverses the decision of the Director, the Director shall issue or restore the operator's locality permit, in accordance with its order.

(viii) Except as otherwise provided in this section, an appeal of the decision of the Director to suspend or revoke an operator's locality permit shall stay the effective date of the suspension or revocation.

(ix) However, if any suspension or revocation of an operator's locality permit is based on failure to follow appropriate safety procedures or falsifying documents, then the order of the Director shall remain in effect until the Commission has rendered its decision on the appeal.

(F) The provisions of this section are not exclusive and do not relieve the parties or the contracts subject thereto from compliance with all other applicable provisions of law.

(G) Code or regulatory conflict.

In the event of a conflict between an action of the state and the County, the County ordinance shall be controlling, provided such provisions are no less stringent than requirements imposed by action of the state.

Section 82-5-32.1. – Trespass Towing Advisory Board.

(a) Definitions.

"Citizen member" means a member who represents the general public, and has no direct or indirect interest, other than as a consumer, in or relating to the towing and recovery industry.

"Law-enforcement member" means a member who is a Fairfax County police officer and appointed by the Fairfax County Chief of Police to the Advisory Board.

"Member" means a Fairfax County resident appointed or confirmed by the Board of Supervisors to the Trespass Towing Advisory Board.

"Towing member" means an individual who, prior to appointment, and throughout the appointment term, shall be an operator of a towing business in Fairfax County.

(b) Members; staff; and meetings

(1) There shall be a Trespass Towing Advisory Board ("Advisory Board"). The Advisory Board shall be composed of five members, two of whom shall represent tow operators, two of whom shall represent local law-enforcement agencies, and one of whom shall represent the general public. All members shall be residents of Fairfax County, Virginia. Members of the Advisory Board shall be appointed or confirmed by the Board of Supervisors for terms of three years each. The terms shall be staggered with no more than two terms, and no less than one term, to commence in any one year. Vacancies shall be filled by the Board of Supervisors as they arise. The chairman shall be elected annually from among the members of the advisory board by a majority vote. The chairmanship shall be for a term of one year and rotate annually between a representative of a local law-enforcement agency, a representative of a tow operator, and one member of the general public. The Advisory Board may adopt bylaws and rules and regulations governing the conduct of its responsibilities and duties herein under.

(2) The Advisory Board shall meet at least once per year at the call of the Chairperson, or two members of the Advisory Board after notice to all members, or upon request of the Board of Supervisors, or upon the request of the Director. The staff of the Advisory Board shall be from the Department of Cable and Consumer Services. The Director of the Department of Cable and Consumer Services, or the Director's designee, shall attend all meetings of the Advisory Board.

(3) A quorum shall consist of a towing member, a law-enforcement member and a citizen member.

(c) Duty of the Trespass Towing Advisory Board

The Advisory Board shall advise the Board and provide recommendation(s) to proposed changes related to the trespass towing code.

Section 82-5-32.1.a. – Consumer Protection Commission duties and hearings.

(a) In addition to all other duties, the Commission shall act upon appeals from actions taken by the Director.

(b) All hearings or other public proceedings conducted by the Commission in accordance with this section shall be conducted in an informal manner. The Commission shall have the discretion to admit all evidence which may be of probative value even if that evidence is not in accord with formal rules of legal practice and procedure. Applicants and appellants may appear, either by personal appearance, legal counsel, or other representation, to present argument and evidence on their behalf. In addition, the Commission may establish rules of procedure for the conduct of hearings. Any interested party may record all public proceedings of any hearing in any manner which shall not impede the orderly conduct of the hearing.

(c) The Commission shall report all recommendations and/or decisions in writing, and the Commission shall furnish copies of those decisions to the Director and to any applicant or appellant affected thereby.

Section 82-5-32.2. – Department of Cable and Consumer Services.

DCCS shall have the following duties:

- (a) Receive, investigate, record, and attempt to resolve towing complaints.
- (b) Forward complaints that cannot be successfully mediated to the appropriate governmental agency.
- (c) Refer suspected violations of law to the proper enforcing agency.
- (d) Maintain records of towing complaints and their disposition.
- (e) Develop programs of towing education and information and disseminate such information.
- (f) Provide advice and information on trespass towing matters to judicial, legislative, administrative, and other public and private bodies.
- (g) Analyze the nature of trespass towing problems in Fairfax County and recommend to the Board legislative and administrative changes.
- (h) Receive, process, and act on operator registration certificates and locality permit applications.
- (i) Conduct reviews, inspections, and investigations of towing storage sites and operations.

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

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of _____, 2017

Clerk to the Board of Supervisors

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4:00 p.m.

Public Hearing on the Proposed Amendment to Deed of Lease with Comstock Reston Station Holdings, LC Regarding Further Development at the Wiehle-Reston East Metrorail Station (Hunter Mill District)

ISSUE:

Public Hearing on an amendment (Amendment) to the existing Deed of Lease (Lease) between the Board of Supervisors (Board), as landlord and Comstock Reston Station Holdings LC (Comstock), as tenant regarding Fairfax County Tax Map 17-4 ((1)) 17A (the Site). The Amendment would revise the process for establishing additional rent payments if additional density is approved for the Site before June 1, 2019. Comstock is currently proposing additional density for the Site as part of pending development applications (Attachment 1).

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed Amendment to the Lease.

TIMING:

On October 24, 2017, the Board authorized advertisement of a public hearing to consider the Amendment to the lease to take place on December 5, 2017, at 4:00 p.m.

BACKGROUND:

On June 1, 2009, the Board approved a Comprehensive Agreement with Comstock (together with its affiliates). The agreement provided for Comstock to construct an underground County-owned garage that serves the adjacent Wiehle-Reston East Metrorail station. The Comprehensive Agreement also encompassed a 99-year ground lease that leases the rest of the Site (other than the County-owned garage) to Comstock for private development (currently marketed as Reston Station). The parking garage began operations on July 26, 2014.

The Lease, by its terms, may be split or “severed” into multiple leases. This flexibility exists to facilitate development of private buildings. Two buildings have been constructed onsite to date; each of these buildings has been severed off into its own lease with a distinct Comstock-affiliated tenant entity, and the remainder of the premises is subject to the original lease with Comstock. The Amendment applies only to the original Lease with Comstock.

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In general terms, Comstock currently pays an annual base rent of \$1,933,430 per year until July 2020 or construction of 25,000 square feet of residential, office, retail, or hotel space within a third building, whichever occurs first. At such time, the aggregate annual base rent will increase to \$2,900,000 until July 2035, at which point the base rent will be reset at 8% of the market value of the premises. The full \$2,900,000 base rent translates to a valuation of \$36,250,000 until 2035, which equates to a base rent of approximately \$2.96 per square foot.

Under the original Lease, if Comstock obtains approval for increased development rights that increase the value of the site by 20% or more prior to 2035, an “intervening reset” is triggered. This reset adjusts the base rent to account for the increase in development rights.

Comstock has filed two applications to increase the density of the Site, PCA/CDPA/FDPA 2009-HM-019 and RZ/CDP/FDP 2016-HM-035. Comstock seeks an increase of 0.87 FAR in both applications. The County parcel is currently approved for 2.5 FAR and the applications currently seek a 3.37 FAR. If this additional density is approved, both Comstock and staff agree that an “intervening reset” would be triggered.

In advance of the Board’s decision on these land use cases, staff has been negotiating with Comstock on a material amendment to the current Lease (Amendment) to revise the process for addressing this additional density solely with respect to the two applications currently under review. The Amendment would provide for the following:

- Establish the overall amount of increase in base rent at \$3.50 per square foot of any approved density for the Site resulting from approval of the current PCA and RZ applications, so long as such approval occurs before June 1, 2019.
- Increase the base rent in three phases: 33% in each of June 28, 2025, 2027, and 2030. If Comstock received a RUP (or Non-RUP as may be applicable) for 25,000 square feet of any building constructed before those dates, the applicable portion of the rent becomes due at that time.
- Clarify the process for determining market value upon future rent resets, starting in 2035. Specifically, for any building that contains both density generated by the Site as well as density moved onto the Site from a separate Comstock-owned parcel, the County and Comstock will calculate the percentage of the building that is County density, and the market value of the leasehold will be that percentage of the market value of the entire building.
- Provide that the County and Comstock intend to explore the possibility of selling (or otherwise modifying the ownership structure of) an approximately one-acre portion of the Site located north of Reston Station Boulevard. The Board would remain free to cease these discussions at any time, and any agreement to sell

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(or otherwise modify ownership of) the portion would require subsequent Board review and approval.

The Amendment is based upon input from the County's real estate advisors review of current market conditions, preliminary appraisals, and tax assessment data. The additional annual rental amount is based upon a valuation of the additional density of \$43.75 per square foot, which equates to an additional rental amount of \$3.50 per square foot ($\$43.75 \times 8\% = \3.50).

FISCAL IMPACT:

The Amendment does not impact the base rent under the current Lease, which is approximately \$1.9 million per year and will increase to \$2.9 million by no later than July 2020. The fiscal impact of the Amendment will depend on the amount, if any, of additional density that the Board may approve in the above-referenced land use applications. If the Board were to approve an additional 0.87 FAR for both applications, then the Amendment would increase the total aggregate base rent payments to approximately \$4.1 million per year by no later than 2030, which represents an increase of approximately \$1.2 million per year above the current base rent. Base rents under the Amendment will be used to offset the required debt service on the bonds issued to finance construction of the Wiehle-Reston East parking garage. County receipt of ground rents are reflected in Fund 40125, Metrorail Parking System Pledged Revenues.

ENCLOSED DOCUMENTS:

Attachment 1 – County Parcel Depicting the Proposed Development Applications
Attachment 2 – Proposed Amendment to the Deed of Lease with Comstock

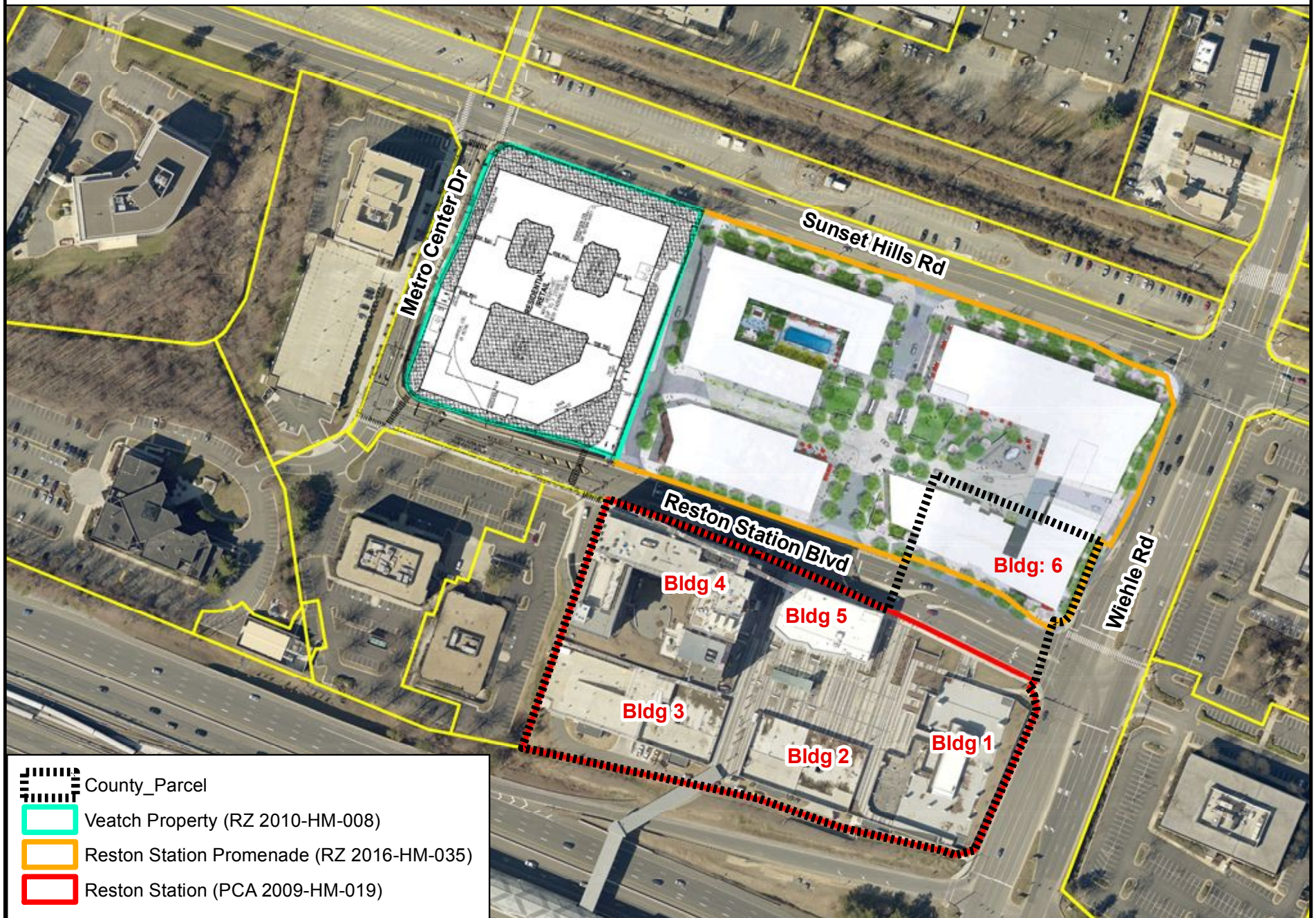
STAFF:

Robert A. Stalzer, Deputy County Executive
Joe LaHait, Debt Coordinator, Department of Management and Budget
Scott Sizer, P3/Joint-Venture Policy Coordinator, Office of the County Executive

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney, Office of the County Attorney
Ryan Wolf, Assistant County Attorney, Office of the County Attorney

Reston Station Development Applications



ATTACHMENT 2

SIXTH AMENDMENT TO DEED OF LEASE

THIS SIXTH AMENDMENT TO DEED OF LEASE (this “Sixth Amendment”) is made as of the ____ day of _____, 2017 (“Effective Date”), by and between BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, in its proprietary capacity as the owner of certain land in Fairfax County, Virginia and not in its governmental or regulatory capacity (“Landlord”), having an office at 12000 Government Center Parkway, Fairfax, Virginia 22035 and COMSTOCK RESTON STATION HOLDINGS, LC, a Virginia limited liability company (“Tenant”), having an office at 1886 Metro Center Drive, Suite 400, Reston, Virginia 20190.

RECITALS

A. Landlord and Tenant entered into that certain Deed of Lease dated as of June 1, 2009 (“Original Lease”), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises described therein (“Original Premises”) in Fairfax County, Virginia.

B. The Original Lease was amended by the First Amendment to Deed of Lease dated May 31, 2011; the Second Amendment to Deed of Lease dated January 28, 2014; the Third Amendment to Deed of Lease dated July 1, 2014; the certain Fourth Amendment to Deed of Lease dated July 1, 2014; and the Fifth Amendment to Deed of Lease dated November 28, 2016 (the Original Lease, as amended by the foregoing amendments being, the “Existing Lease”).

C. Tenant intends to seek governmental approvals to, among other things, obtain increased development rights above those authorized in the initial Rezoning Approval.

D. Landlord and Tenant desire to amend the Existing Lease in connection with Tenant’s current efforts to obtain increased development rights.

NOW, THEREFORE, for and in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Existing Lease, as follows:

1. Defined Terms; Incorporation of Recitals. Any capitalized term used but not defined in this Sixth Amendment shall have the meaning ascribed to such term in the Existing Lease. The foregoing recitals are hereby incorporated into this Sixth Amendment. The exhibits referenced herein are incorporated into the Lease.

2. Article 1 Definitions. The following definitions are either new or replace existing definitions in the Existing Lease and, if replacing prior definitions, are inserted in lieu of the prior definition, which are hereby deleted:

“2017 Rezoning” shall have the meaning provided in Section 3.01(d)(i)(A).

“2017 Rezoning Approval” shall have the meaning provided in Section 3.01(d)(i)(A).

“2017 Rezoning Deadline” shall have the meaning provided in Section 3.01(d)(i)(A).

“Additional Rezoning Amendment” shall have the meaning provided in Section 3.01(d)(ii).

“Bonus Density” shall mean additional development rights in excess of the Effective F.A.R. which may be used in development of the Premises pursuant to the Original Rezoning or a 2017 Rezoning but which is not Offsite Floor Area.

“Building 3” shall mean the Building constructed in Phase 3.

“Building 4” shall mean the next Building to be constructed after Building 3.

“Building 5” shall mean the next Building to be constructed after Building 4.

“Building 6” shall mean the next Building to be constructed after Building 5.

“Contributing Owner” shall have the meaning set forth in Section 8 of this Sixth Amendment.

“County Floor Area” shall mean Existing Floor Area and Upzone Floor Area.

“County Value Percentage” shall have meaning set forth in Section 5(d) of this Sixth Amendment.

“Effective F.A.R.” shall mean the F.A.R. for the entire Plaza Rezoning or Promenade Rezoning (i.e., across all parcels in such rezoning), as applicable.

“Existing Floor Area” shall mean the Floor Area (excluding Bonus Density) generated by the Original Premises as approved in the Original Rezoning, being 979,096 square feet of Floor Area as shown on CDP/FDP 2009-HM-019.

“First Upzone Rent Period” shall mean the period starting on the date of any 2017 Rezoning Approval and ending on the earlier of (a) issuance of one or more Certificates of Occupancy (i.e., for beneficial occupancy, and not merely base building) totaling at least 25,000 square feet of Floor Area for Building 4, and (b) 11:59 p.m. on July 25, 2024.

“Floor Area Chart” shall have the meaning set forth in Section 5(c) of this Sixth Amendment.

“Lease” shall mean the Existing Lease, as amended by this Sixth Amendment, including all exhibits, schedules and attachments to this Sixth Amendment and any and all future amendments, modifications and supplements to the Existing Lease.

“Original Rezoning” shall mean the Rezoning Approval as contemplated in the Original Lease, being RZ 2009-HM-019-02 CDP/FDP 2009-HM-019, approved May 25, 2010, as thereafter interpreted from time to time.

“Offsite Floor Area” shall mean the Floor Area generated by a parcel other than the Original Premises (i.e., a parcel owned by a person other than Landlord), which may be transferred or otherwise allocated from such parcel only with consent of a Contributing Owner for use in development and construction of a Building on the Plaza Site or Promenade Site in accordance with the Lease and, as applicable, the Original Rezoning or the applicable 2017 Rezoning.

“PAA” shall mean that certain Proffer Allocation Agreement, dated as of December 15, 2010, originally between Landlord, Tenant and 11465 SH I, LC, as amended and modified through the Effective Date.

“Plaza Site” shall have the meaning provided in Section 3.01(d)(i)(A).

“Plaza Rezoning” shall have the meaning provided in Section 3.01(d)(i)(A).

“Promenade Rezoning” shall have the meaning provided in Section 3.01(d)(i)(A).

“Promenade Site” shall have the meaning provided in Section 3.01(d)(i)(A).

“REA” shall mean that certain Reciprocal Easement Agreement, dated as of July 1, 2014, originally between Landlord, Tenant and Reston Station Owners Association, LC, as amended and modified through the Effective Date.

“Second Upzone Rent Period” shall mean the period starting on the end of the First Upzone Rent Period and ending on the earlier of (a) the issuance of one or more Certificates of Occupancy (i.e., for beneficial occupancy, and not merely base building) totaling at least 25,000 square feet of Floor Area for Building 5, or (b) 11:59 p.m. on July 25, 2027.

“Third Upzone Rent Period” shall mean the period starting on the end of the Second Upzone Rent Period and ending on the earlier of (a) the issuance of one or more Certificates of Occupancy (i.e., for beneficial occupancy, and not merely base building) totaling at least 25,000 square feet of Floor Area for Building 6, or (b) 11:59 p.m. on July 25, 2030.

“Upzone Rent” shall have the meaning provided in Section 3.01(d)(i)(B).

“Upzone Floor Area” shall mean the Floor Area (excluding Bonus Density) generated by the Plaza Site and the Promenade Site, as applicable, as may be approved in the respective 2017 Rezoning and in excess of the Existing Floor Area, calculated as follows:

- For the Plaza Rezoning, Upzone Floor Area shall be determined by multiplying (a) 332,563.18 square feet (being the land area of the Plaza Site) by (b) the difference between the Effective F.A.R. obtained in the Plaza Rezoning and 2.5.
- For the Promenade Rezoning, Upzone Floor Area shall be determined by multiplying (a) 59,076.07 square feet (being the land area of the Promenade

Site) by (b) the difference between the Effective F.A.R. obtained in the Promenade Rezoning and 2.5.

3. Additional Density. Section 3.01(d) of the Existing Lease shall be amended and restated as follows:

“(i)

(A) Tenant, together with other applicants, has filed two land use applications with the applicable Governmental Authorities. Each application includes a portion of the Original Premises: (I) PCA 2009-HM-019-02 CDPA/ FDPA 2009-HM-019 (the “Plaza Rezoning”), which includes a 7.6346 acre portion of the Original Premises generally to the south of Reston Station Boulevard (the “Plaza Site”), and (II) RZ/FDP 2016-HM-035 PCA 2009-HM-019 (the “Promenade Rezoning”), which includes a 1.3562 acre portion of the Original Premises generally to the north of Reston Station Boulevard (the “Promenade Site”). Each of the Plaza Rezoning and the Promenade Rezoning are referred to as a “2017 Rezoning.” If all necessary Governmental Authorities approve, beyond any applicable appeal period, a 2017 Rezoning (a “2017 Rezoning Approval”) by June 1, 2019, as such date shall be extended (x) during the running of the appeal period and the pendency of any appeal or (y) for such additional time as reasonably requested by Tenant if Tenant continues to diligently pursue a 2017 Rezoning subject to the approval of Landlord which approval shall not be unreasonably withheld (the “2017 Rezoning Deadline”), then Base Rent shall increase in accordance with the terms of Section 3.01(d)(i)(B). Section 3.01(d)(i) shall not apply to any 2017 Rezoning for which Tenant does not obtain a 2017 Rezoning Approval by the 2017 Rezoning Deadline.

(B) Base Rent shall increase by a sum equal to \$3.50 *multiplied by* the amount of the Upzone Floor Area (all such additional Base Rent, the “Upzone Rent”), which shall be due in accordance with the Lease, subject to the following:

- (I) During the First Upzone Rent Period, Tenant shall not owe any Upzone Rent; provided, however, that if, during the First Upzone Rent Period, Building 3 is constructed using any Upzone Floor Area, then, upon the issuance of one or more Certificates of Occupancy (i.e., for beneficial occupancy, and not merely base building) totaling at least 25,000 square feet of Floor Area in Building 3, Tenant shall pay \$3.50 per square foot of Upzone Floor Area in Building 3.
- (II) During the Second Upzone Rent Period, Tenant shall owe 33.33% of the Upzone Rent (inclusive of any portion payable for Building 3 in accordance with subsection (I) above). For example, if the Upzone Floor Area is 340,725 GSF, then the total Upzone Rent would be \$1,192,537.50 and the amount due during the Second Upzone Rent Period would be \$397,512.50.
- (III) During the Third Upzone Rent Period, Tenant shall owe 66.67% of the Upzone Rent.

(IV) After the end of the Third Upzone Rent Period, Tenant shall owe 100% of the Upzone Rent until the next Reset.

(C) Within thirty days after a 2017 Rezoning Approval obtained before the 2017 Rezoning Deadline, Landlord and Tenant shall confirm in writing (I) the Upzone Floor Area approved in the applicable 2017 Rezoning, (II) the corresponding total amount of Upzone Rent (including breakdowns for each Upzone Rent Period), in accordance with the formula set forth in Section 3.01(d)(i)(B) and (III) the updated Floor Area Chart. If one 2017 Rezoning is so approved while the other remains pending, if the latter is subsequently approved before the 2017 Rezoning Deadline, the foregoing written confirmation shall be promptly updated by the parties to reflect the additional Upzone Floor Area and Upzone Rent.

(ii) If Tenant desires (x) to undertake an additional rezoning (after the 2017 Rezonings) or other land use application that will result increased density for the Premises or (y) to continue to pursue one of the 2017 Rezoning after the 2017 Rezoning Deadline (any such action, an “Additional Rezoning”), then Tenant shall prepare and submit to Landlord a proposed development program for the Additional Rezoning. Thereafter, Landlord and Tenant shall negotiate in good faith to establish the terms and conditions related to the Additional Rezoning (e.g., base rent for additional density, timing of commencement of payment of such additional base rent, etc.), which shall be memorialized in an amendment to this Lease (an “Additional Rezoning Amendment”) and which shall be executed prior to approval of the Additional Rezoning by the Governmental Authorities. For purposes of clarity, zoning interpretation letters, proffer condition amendments and other land use approvals that do not increase the density of the Premises shall not be Additional Rezonings.”

4. Reserved.

5. Density Allocation.

(a) If the Plaza Rezoning will be approved before the Promenade Rezoning, then Tenant shall cause not less than 86,500 square feet (and up to 228,000 square feet) of Offsite Floor Area be allocated to the Promenade Site prior to or concurrently with the approval of the Plaza Rezoning (“Promenade Offsite Allocation”).

(b) Except as the parties may otherwise agree with respect to a Promenade Offsite Allocation, County Floor Area and Bonus Density shall be used prior to Offsite Floor Area. Therefore, as of a 2017 Rezoning Approval, all Existing Floor Area not already allocated to the RB4 Premises and the OB1 Premises shall be allocated to the Plaza Site, and for purposes of calculating Base Rent hereunder, density on the Plaza Site shall be allocated to Buildings, as they are constructed, in the following order: first, Existing Floor Area until all such density is used; second, Upzone Floor Area from the Plaza Rezoning until all such density is used; thereafter, as applicable, Offsite Floor Area.

(c) Attached as Exhibit A is a form of the chart (“Floor Area Chart”) setting forth a County Floor Area figure and a total Floor Area figure for each of the RB4 Lease, the OB1 Lease, and this Lease. The Floor Area Chart shall be updated from time to time (which shall not constitute, nor require, an amendment of the Lease) in connection with the construction of a

Building, the severance of this Lease (including after the 2017 Rezoning Approval in accordance with Section 6 below), and the approval of any rezoning (including any 2017 Rezoning) that results in the creation of Upzone Floor Area or other new density.

(d) Any Parcel Lease for Premises created by a severance occurring after the date of this Sixth Amendment shall state (I) County Floor Area and total Floor Area figures for the Building to be constructed on such Parcel Lease and (II) the ratio of the County Floor Area in the Building to be constructed on such Parcel Lease to the total Floor Area of such Building (“County Value Percentage”). For example, if a Parcel Lease states that a Building has a total Floor Area of 200,000 square feet and a County Floor Area of 150,000 square feet, then the County Value Percentage for that Building shall be 75%.

(e) Upon a Reset of a Parcel Lease created by a severance occurring after the date of this Sixth Amendment, each Appraiser shall determine the Market Value the Premises of such Parcel Lease by multiplying (I) the Market Value of a premises having development rights of the total Floor Area figure specified in Parcel Lease, as otherwise determined in accordance with the terms of the Lease, by (II) the County Value Percentage.

6. Promenade Site.

(a) Promptly following approval of the Promenade Rezoning, Landlord and Tenant shall sever this Lease subject to and in accordance with Section 36.03, by executing an amendment hereto and executing a Parcel Lease for the Promenade Site including to allocate density in accordance with Section 5 above; provided, that the foregoing shall not prevent Tenant from electing to sever the Lease sooner.

(b) Promptly following approval of the Promenade Rezoning, Landlord and Tenant shall use commercially reasonable efforts to execute, along with the owner(s) of the other parcels subject to the Promenade Rezoning, appropriate proffer allocation and reciprocal easement agreements to provide for a reasonable allocation of proffers made in the Promenade Rezoning and the reasonable development of the Promenade Site.

(c) Promptly following approval of the Plaza Rezoning, Landlord and Tenant shall use commercially reasonable efforts to amend the REA and PAA to remove the Promenade Site and, as applicable, to allocate the proffers under the Plaza Rezoning among Landlord, Tenant and the other parties thereto.

7. Development of Promenade Site.

(a) The parties acknowledge that development of the Building upon the Promenade Site of the size contemplated in the Promenade Rezoning may require use of significant amount of Offsite Floor Area. Landlord shall discuss the possibility of the sale to Tenant (or an Affiliate of Tenant) of all or a portion of the Promenade Site (e.g., fee simple sale, air rights, condominium) in connection with Promenade Rezoning or upon Tenant’s written request; provided, however, that Landlord may elect to cease such discussions at its sole discretion at any point.

(b) Upon Tenant's written request following approval of the Promenade Rezoning, Landlord shall execute a deed of boundary line adjustment or similar instrument, on terms reasonably acceptable to Landlord and Tenant, to modify the Promenade Site to accommodate the footprint of the building to be located thereon (as shown on the approved FDP of the Promenade Rezoning), to provide any required access or setbacks and otherwise to accommodate development and construction. Any boundary line adjustment made hereunder shall not result in a net reduction of the total land area of the Promenade Site. Any net increase in the total land area of the Promenade Site as a result of a boundary line adjustment shall not include transfer of development rights to Landlord or the Promenade Site; Landlord and Tenant agree that the grantor of any additional land will reserve and retain the rights to any density existing, or that may be generated thereafter, by the additional land. Use of Offsite Floor Area upon the Promenade Site shall be documented in accordance with this Sixth Amendment.

(c) Upzone Floor Area approved in the Promenade Rezoning shall be used only for development of the Promenade Site, and may not be used in the development of any other parcel. The proffer allocation agreement referenced in Section 6(c) of this Sixth Amendment will contain a similar requirement.

(d) If Promenade Rezoning is not approved and Tenant elects to develop a Building on the Promenade Site, then the Offsite Floor Area allocated in the Promenade Offsite Allocation may be utilized notwithstanding any provision hereof to the contrary, which shall be memorialized in the Parcel Lease for the Promenade Site.

8. Offsite Floor Area. Before the development and construction of any Building using Offsite Floor Area, Tenant and the owner of the parcel contributing the Offsite Floor Area ("Contributing Owner") shall confirm in recordable writing the number of square feet of Offsite Floor Area being used in the Building which shall also be acknowledged by Landlord. Landlord and Tenant agree that use of Offsite Floor Area does not change the Base Rent obligation for the Premises (i.e., no rent shall be due to Landlord with respect to the Offsite Floor Area, subject to the methodology set forth in Section 5(d) above) and that following expiration or termination of the Parcel Lease (i) neither Tenant nor the Contributing Owner shall have any rights in the Offsite Floor Area used in such Building, except as the parties may otherwise expressly provide in a Parcel Lease with respect to the Promenade Site (neither party being under any obligation to so otherwise agree), and (ii) Landlord will not owe compensation to Tenant, the Contributing Owner, or any other person or entity for the Offsite Floor Area following expiration or termination of the Parcel Lease.

9. Ratification. Landlord and Tenant hereby ratify and confirm that the terms of the Lease shall remain in full force and effect, except as amended by this Sixth Amendment. To the extent of any conflict between the terms of the Existing Lease and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control.

10. Governing Law. This Sixth Amendment and any dispute, controversy or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.

11. Counterparts. This Sixth Amendment may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sixth Amendment as of the day and year first written above.

LANDLORD:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA, a body
corporate and politic

By: _____
Name: _____
Title: County Executive

STATE OF VIRGINIA)
COUNTY OF FAIRFAX), to wit

The foregoing Amendment was acknowledged before me this _____ day of _____, 2017 by _____, as County Executive of Fairfax County, on behalf of the Board of Supervisors of Fairfax County, Virginia.

Notary Public

My Commission Expires: _____

My Notary Registration No.: _____

TENANT:

COMSTOCK RESTON STATION
HOLDINGS, LC,
a Virginia limited liability company

By: Comstock Management Services, LC
Its: Manager

By: _____
Name: Christopher Clemente
Title: Manager

STATE OF VIRGINIA)

COUNTY OF FAIRFAX), to wit

The foregoing Amendment was acknowledged before me this _____ day of _____, 2017 by Christopher Clemente, as Manager of Comstock Management Services, LC, which is the manager of Comstock Reston Station Holdings, LC.

Notary Public

My Commission Expires: _____

My Notary Registration No.: _____

Exhibit A

Floor Area Chart (as of September 2017)

Lease	Existing Floor Area	Upzone Floor Area	County Floor Area	Offsite Floor Area*	Bonus Density Floor Area	Total Floor Area*	County Value Percentage
RB4 Lease	448,749	0	448,749	0	57,088	505,837	88.71%
OB1 Lease	350,550	0	350,550	0	20,803	371,353	94.40%
Balance Lease	179,797	0	179,797	0	TBD	TBD	TBD
Total:	979,096	0	979,096	0	101,084	1,080,180	TBD
* Under RZ 2009-HM-019, up to 228,000 sq.ft. of Offsite Floor Area may be transferred on to the Plaza Site by a Contributing Owner.							

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4:30 p.m.

Public Hearing on PCA-C-696-11/ CDPA-C-696-02 (Houston Office Partners LP and DSVO Dulles LP, PCA and CDPA) to Amend the Proffers and the Conceptual Development Plan for RZ C-696, Previously Approved for a Commercial Development, Located on Approximately 7.33 Acres of Land Zoned PDC (Dranesville District)

This property is located on the East and West side of and part of Dulles Station Boulevard approximately 245 feet South of its intersection with Sunrise Valley Drive. Tax Map 15-4 ((5)) 8A (pt.), 16-1 ((25)) 1B1, 6B1 (pt.), 6D (pt.)

PLANNING COMMISSION RECOMMENDATION:

On November 2, 2017, the Planning Commission voted 9-0 (Commissioner Hart was absent from the public hearing) to recommend the following actions to the Board of Supervisors:

- Approval of PCA C-696-011 and CDPA C-696-02, subject to the execution of proffers consistent with those dated October 16, 2017;
- Approval of a modification to permit more than fifty (50) percent of the gross floor area to be devoted to dwellings as a secondary use;
- Approval of a modification of Paragraph 4 of Section 11-203 of the Zoning Ordinance (the required multi-family dwelling loading space) to that shown on the CDPA/FDPA; and (3 loading spaces provided for Building B, and 4 loading spaces provided for Building D); and
- Approval of a modification of Section 12-0508.3 of the Fairfax County Public Facilities Manual (PFM) to request a deviation to the tree preservation target.

In a related action, on November 2, 2017, the Planning Commission voted 9-0 (Commissioner Hart was absent from the public hearing) to approve FDPA C-696-04, subject to the proposed FDPA condition dated October 18, 2017, and the Board of Supervisors approval of PCA C-696-011.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Casey Gresham, Planner, DPZ

4:30 p.m.

Public Hearing on the First Interim Agreement: Master Development Plan Between the Board of Supervisors of Fairfax County, Virginia and The Alexander Company and Elm Street Development (Collectively, "Developer") (Mount Vernon District)

ISSUE:

Public hearing on the First Interim Agreement between the County and Developer for the Master Development Plan for the Original Mount Vernon High School redevelopment.

RECOMMENDATION:

The Acting County Executive recommends that the Board authorize the attached First Interim Agreement with the Developer for development of a Master Development Plan for the Original Mount Vernon High School redevelopment project.

TIMING:

On November 21, 2017, the Board authorized advertisement of a public hearing to be held on December 5, 2017, at 4:30 p.m., allowing for the comment period as required by the Code of Virginia and to maintain the project schedule for start of the master plan work in early 2018. The Board's decision will be given at its January 23, 2018, meeting.

BACKGROUND:

The Fairfax County Board of Supervisors owns approximately 22.6 acres of property at the site of the Original Mount Vernon High School building at 8333 Richmond Highway, Alexandria, VA, in the Mount Vernon District. The facility was vacated in 2016 at the conclusion of a long-term lease. The building was constructed in 1939, and planning efforts continue with focus on immediate occupancy and long-term redevelopment planning. The long-term planning and redevelopment will also consider the Fairfax County Park Authority property of approximately 17.8 acres at the location of the George Washington RECenter and Fairfax Water and right-of-way properties, totaling 1.74 acres, all adjacent to the County property.

On May 26, 2017, the Department of Procurement and Material Management advertised a Request for Proposals, seeking a qualified firm to enter into an agreement to develop a Master Development Plan for the combined Original Mount Vernon High School and George Washington RECenter sites, totaling approximately 42 acres along Route 1 in the Mount Vernon District.

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On June 30, 2017, the County received proposals from two offerors, both of which were determined to be responsive and were publicly posted under the Public-Private Education and Infrastructure Act notice requirements. Subsequent to review and recommendation by the Selection Advisory Committee, the County entered negotiations with both offerors.

Negotiations with each offeror concluded on October 23, 2017, with a recommendation to enter into the First Interim Agreement with the Developer for the development of a Master Development Plan for the overall 42-acre site, including both the Original Mount Vernon High School and the George Washington RECenter facilities. The Master Development Plan is Phase One of the overall redevelopment effort and will be followed by Phase Two for the Master Development Plan Implementation. Staff will return to the Board at a future date for authorization of Phase Two work.

FISCAL IMPACT:

The County will pay the Developer for the actual cost of the Master Development Plan up to \$399,000. An additional County Contingency in the amount of \$61,000 (approximately 15% of the Master Development Plan cost), brings the total required funding to \$460,000. Funding is available in Project 2G25-102-000, Original Mount Vernon High School redevelopment, in Fund 30010, General County Construction and Contributions. This project is included in the Adopted FY 2018 – FY 2022 Capital Improvement Program (with Future Fiscal Years to FY 2027).

ENCLOSED DOCUMENTS:

Attachment A – First Interim Agreement: Master Development Plan

STAFF:

Robert A. Stalzer, Deputy County Executive
Joseph Mondoro, Chief Financial Officer, Department of Management and Budget
Martha Reed, Capital Programs Coordinator, Department of Management and Budget
Sara Baldwin, Acting Director, Fairfax County Park Authority
Cathy Muse, Director, Department of Procurement and Material Management
James Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney, Office of the County Attorney
Susan Timoner, Assistant County Attorney, Office of the County Attorney

RFP2000002301 – ORIGINAL MOUNT VERNON HIGH SCHOOL REDEVELOPMENT

FIRST INTERIM AGREEMENT: MASTER DEVELOPMENT PLAN

THIS FIRST INTERIM AGREEMENT: MASTER DEVELOPMENT PLAN (the “Agreement”) is dated as of the ____ day of January 2018 (the “Contract Date”), by and between The Alexander Company, Inc. and Elm Street Development, Inc. (jointly, the “Developer”), and the Board of Supervisors of Fairfax County, Virginia (the “County”). The Developer and the County may be referred to collectively in this Agreement as the “Parties.”

RECITALS

- R-1.** The Original Mount Vernon High School (“OMVHS” or the “Property”) is located at 8333 Richmond Highway, Alexandria, Virginia and is comprised of the following Tax Map Parcels: Tax Map No. 101-4 ((01)) Parcels 5A, 57, 58A, and 47A; Tax Map No. 101-4 ((07)) Parcels 1 and 39; Tax Map No. 101-4 ((8E)) Parcel 1; Tax Map No. 101-4 ((8A)) Parcel A1. The Property also includes approximately 1.4 acres of right-of-way. Attached Exhibit A shows the general location of the Property. Built in 1939, with additions in the 1950s and renovations in the 1980s, the school is a classic example of Colonial Revival Architecture, and sits on the land that was once part of the estate of President George Washington. The facility has been nominated and is currently under review for inclusion in the National Register of Historic Places.
- R-2** The building and the overall 42-acre site offer a unique opportunity to create a dynamic destination for residents of the entire region and harness innovative models of design, community building, social impact, and business ingenuity.
- R-3** To that end, on May 26, 2017, the County issued a Request for Proposals (“RFP”), RFP No. 2000002301, to solicit a development partner pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (“PPEA”) to transform the OMVHS into an innovative campus that serves the surrounding communities.
- R-4** The RFP included General Conditions and Instructions to Bidders, which General Conditions are attached as Exhibit B and are fully incorporated into this Agreement, as applicable.
- R-5** The County has selected the Developer to perform the first phase (“Phase One”) of the OMVHS redevelopment by creation of a Master Development Plan (“Master Development Plan”) that will detail the vision for the Property such that its implementation can be economically and expeditiously achieved.
- R-6** Following completion of Phase One, the Parties will endeavor to reach a mutual understanding upon subsequent agreements that will provide for the implementation of the OMVHS redevelopment effort (“Phase Two”) in a manner consistent with the Master Development Plan.
- R-7** The Parties want to enter into this Agreement to outline each of their respective responsibilities with respect to Phase One.

Accordingly, in consideration of the mutual promises in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following:

ARTICLE I THE SCOPE OF WORK

Section 1.01. The Recitals are fully incorporated into this Agreement.

Section 1.02. The Developer will, within nine months from the Contract Date, provide the County with a Master Development Plan that will specifically detail an economically feasible plan to redevelop the Property in a form and with all substantive requirements as may be deemed necessary by County staff for presentation to the Board of Supervisors (the "Services") in accordance with the schedule described in Article III.

Section 1.03. The Master Development Plan documents will include the following items:

- A. Existing context land uses, plans, and accompanying densities/intensities, construction type, and square footage of buildings;
- B. Proposed land use and building uses with accompanying densities/intensities, construction type, and square footage, vehicular circulation and parking, open space and pedestrian circulation, and campus infrastructure;
- C. Compliance with the County's Comprehensive Plan, and all governing ordinances, codes, policies, and regulations;
- D. Identification of zoning actions and regulatory process for the implementation of the development;
- E. Development alternatives with priorities and principals, and scenarios based on community needs, master development plan goals, and market conditions;
- F. Environmental impacts and proposed solutions to mitigate such impacts;
- G. A detailed development implementation schedule that may include a phasing plan with realistic and agreed upon timeframes for certain development components;
- H. A long-term maintenance regime and property management plan;
- I. Coordination and compliance with the land use, transportation grid, and design standards set forth in the Embark Richmond Highway Plan Amendment (2015-IV-MV1);
- J. A description of possible proffered contributions including road and frontage improvements, stormwater management facilities, open space, affordable housing, infrastructure construction, and other public and community use/need facilities;
- K. A detailed analysis of existing and proposed recreational amenities and open spaces as coordinated with the Fairfax County Park Authority's Needs Assessment, including use or replacement options for the George Washington RECenter located on the Property;

- L. A comprehensive internal pedestrian network that connects all proposed uses within the Property and is integrated with the future Route 1 widening project and the Embark Bus Rapid Transit Station;
- M. A detailed description of how to address the issues and challenges outlined by the following assessments, studies, and evaluations previously prepared:
 - 1. The ADA Compliance Assessment Report;
 - 2. The Facility Condition Assessment;
 - 3. The Hazardous Material Feasibility Study;
 - 4. The Historic Structure Report;
 - 5. One Fairfax principals, including efforts to target economic opportunities to underserved segments of the Fairfax County community;
 - 6. The Fairfax County Economic Success Strategic Plan; and
 - 7. The OMVHS Re-utilization Task Force Report.
- N. A detailed cost model showing the analysis of the detailed costs, and financial feasibility necessary to effectuate the Master Development Plan, including options that will allow flexibility to adapt to future needs. The Master Development Plan will address the relationship between type and quality of development versus development cost, and will outline economical design elements that include innovative approaches to aesthetics, construction methods and materials, sustainable design, life cycle, and maintenance, among others. Alternative funding sources should also be evaluated for the development, such as federal and state tax credits and possible grants;
- O. The Master Development Plan will ensure that the on-site gymnasium services will be fully available throughout the duration of the Property's development, subject to temporary closure or relocation for reasonable periods of time (with coordination and approval by the County) when necessary for code-required improvements, maintenance, or repairs;
- P. At the County's request, the Developer will provide alternative development concepts and land use scenarios with associated costs and development priorities.

Section 1.04. Development of the Master Development Plan must include engagement and formal input from the various County and community stakeholders, including, but not limited to, Fairfax County Neighborhood and Community Services, the Fairfax County Park Authority, the Fairfax County Department of Public Works and Environmental Services, the Fairfax County Department of Transportation, the Fairfax County Department of Planning and Zoning, members of the Fairfax County Board of Supervisors, the OMVHS Steering Committee, and other agencies and community organizations as the County may identify ("Stakeholders").

Section 1.05. The Developer will conduct at least three formal community meetings at intervals mutually agreed upon that are sufficiently advertised among the Stakeholders.

Section 1.06. The Developer will provide bi-weekly progress plans and reports and written updates ("Updates"), which the County may disseminate to the Stakeholders during the development of the Master Development Plan.

Section 1.07. The Developer may be required to present the Draft Master Development Plan and the Final Master Development Plan (as they are more fully described in Article II below) to designated community and/or County officials.

ARTICLE II DELIVERABLES

Section 2.01. Preparation of the Master Development Plan will consist of three phases, reflecting in greater detail for each phase the items set forth in Section 1.03:

- A. Preliminary Master Development Plan, to include: cost models, draft narratives, including an executive summary, preliminary site plan with a minimum of three proposed land use layouts and densities/intensities, and proposed vehicular and pedestrian connections, parking and open space areas throughout the public and private facilities and site. The Preliminary Master Development Plan will identify any actions required for implementation of proposed land uses and densities/intensities. With regard to the alternative proposed concepts to be included in the Preliminary Master Development Plan, Developer will provide development concept options offering different scenarios/types/mixes at concept level with sufficient information to provide for a cost model to aid in the evaluation and selection of the final option.
- B. Draft Master Development Plan, to include:
 - 1. Site Plan, describing proposed land uses, building types/uses, and densities/intensities, and proposed vehicular and pedestrian connections, parking and open space areas throughout the public and private facilities and site;
 - 2. Executive Summary and Narratives explaining project vision;
 - 3. Additional drawings/schematic plans and three dimensional models/views, as appropriate, to clearly demonstrate the proposed Master Development Plan elements, goals, and phasing;
 - 4. Master Development Plan implementation plan and schedule; and
 - 5. Phasing plan as may be applicable.
- C. Final Master Development Plan, to be prepared consistent with all matters described in Section 1.03 and Section 2.01(B), in form and substance satisfactory to the County, including without limitation:
 - 1. Final Site Plan;
 - 2. Final Cost Model to include total Property development costs, hard costs by product type (total and by square foot), soft costs, and development fees;
 - 3. Sources and Uses of Funds Table;
 - 4. Detailed Development & Operating Pro Forma;
 - 5. Structure of Public-Private Partnership;
 - 6. Narrative describing financial plan and party obligations; and
 - 7. Maintenance and Operations Regime and Property Management Plan.

Section 2.02. The Master Development Plan will be in both PDF format and in native source format, including Microsoft Word, Microsoft Project, PowerPoint, etc.

Section 2.03. The County retains all ownership rights to the Master Development Plan, without limitation, including any supporting data and the Developer work product (collectively all of the foregoing are defined as the "Work Product"). The County has the right to provide the Master Development Plan together with all other Work Product to another developer or developers for the development of the Property or other related projects. The Developer will assign to the County all Work Product in the form acceptable to the County (the "Assignment"). In addition, the Developer will provide the County with a consent to the Assignment from all consultants of the Developer and other parties who may have an interest in the Work Product to assure the County of the legal right to use all of the Work Product without limitation.

ARTICLE III PURCHASE PRICE AND PAYMENT SCHEDULE

Section 3.01. This Agreement is for a total amount of \$399,000 ("Contract Price"), which is made up of the following, as set forth in Exhibit C: \$340,000 ("Base Contract Amount"); \$25,000 ("Reimbursable Expenses"); and \$34,000 ("Contingency"). Payment of the Contract Price will be according to Section 3.02, and is contingent on the Developer's timely delivery of all deliverables as described in this Agreement, reasonably satisfactory to the County, in accordance with the following schedule:

- A. Initial 30-Day Period. Within 30 days after the Contract Date, the Developer will provide a reasonable schedule to meet the development milestones showing start and end dates for each task and any critical path milestones and deliverables.
- B. Initial Six-Month Period. Within six months after the Contract Date, during which time Developer will conduct all information gathering, Stakeholder outreach, preparation of a concept master plan and financial feasibility analysis, the Developer will provide the County with the all of the initial deliverables as set forth in Section 2.01(A) and (B) ("Initial Deliverables").
- C. Final Two-Month Period. Within two months after the County reasonably determines that it has received all of the Initial Deliverables, but not later than eight months after the Contract Date, the Developer will update and refine the Initial Deliverables as described in Section 2.01(C) in a final draft format sufficient to enable County staff to commence preparation of a formal submission and recommendation to the Board of Supervisors of the Master Development Plan ("Draft Master Development Plan").
- D. Final 30-Day Period. Within 30 days after the completion of all tasks for the Final Two-Month Period described in Section 3.01(C), the Developer will work with the County to finalize work on the Master Development Plan, including the Developer working with County staff on a Board item to be presented to the Board of Supervisors. The Developer will participate, if requested, in the presentation to the Board of Supervisors when the Board considers staff recommendations with regard to the Master Development Plan ("Final Master Development Plan").

Section 3.02. Payment of the Base Contract Amount will be in installments according to the schedule below. In addition, the County will reimburse Developer for all reasonable and necessary expenses directly related to the Services up to the Reimbursable Expenses. An invoice for such expenditures, with appropriate backup, will be provided by Developer to the County upon completion of each milestone as described in this Article III. Payment from the

Contingency will be available only with justification for need and with the County's prior written authorization.

- A. Within twenty-five business days of completion of the Initial Six-Month Schedule described in Section 3.01(B), as reasonably determined by the County, the County will pay up to 50% of the Base Contract Amount, based upon work performed by the Developer with supporting invoices and other documentation of costs and payments.
- B. Within twenty-five business days of completion of the Final Two-Month Schedule as described in Section 3.01(C), as reasonably determined by the County, the County will pay up to an additional 25% of the Base Contract Amount, based upon work performed by the Developer with supporting invoices and other documentation of costs and payments.
- C. Within twenty-five days after the County accepts the Master Development Plan following consideration by the Board of Supervisors, the County will pay up to the remaining balance of the Contract Price, based upon work performed by the Developer with supporting invoices and other documentation of costs and payments.
- D. If, at any point during the duration of this Agreement, County staff chooses not to present the Master Development Plan to the Board of Supervisors, or the County elects not to accept the Master Development Plan after a presentation to the Board of Supervisors, the County will pay to the Developer an equitable portion of the Base Contract Amount, based upon work performed by the Developer with supporting invoices and other documentation of costs and payments.

ARTICLE IV STAFFING

Section 4.01. The Developer has assigned the following personnel/consultants to perform the Services (the "Consultants"):

- A. Alexander Company Co-Developer
- B. Elm Street Development Co-Developer
- C. Walter L. Phillips Civil Engineer
- D. Gorove/Slade Traffic Engineer
- E. Wetland Studies & Solutions
Environmental Studies
- F. Geo-Technology Associates
Geotechnical Engineer
- G. McGuire Woods LLP Land Use
Counsel
- H. Heise Jorgenson & Stefanelli P.A.
Title Attorney
- I. LandDesign Land Planning

J.

Smart Site Value Engineering

Section 4.02. The Developer acknowledges that the County selected the Developer based, in critical part, on the qualifications of the Consultants. Accordingly, absent circumstances beyond the Developer's control such as death, illness, or turn-over, these Consultants will not be changed or substituted during the term of the Agreement without the County's consent. If any of the Consultants are unable or unwilling to meet the requirements of 7.02(A) or 7.02(B), which will be determined within 30 days of the Contract Date, the County may either amend the insurance requirements for that Consultant or allow the Developer, with the County's consent, to change or make a substitution for such Consultants. The Developer's competing business priorities shall not be a basis for a change or substitution of these Consultants. Any substitutions of key personnel of the Developer or the Consultants must be approved in advance by the County.

ARTICLE V TERMINATION

Section 5.01. If the County terminates this Agreement for either convenience or cause as set forth under Paragraph 31 of the General Conditions attached as Exhibit B, the County reserves the right to work with any other developer who responded to RFP No. 2000002301.

ARTICLE VI PHASE TWO

Section 6.01. After the Developer's delivery of the Master Development Plan and the County acceptance of the Master Development Plan, the County intends to negotiate in good faith with the Developer to reach subsequent agreements regarding the actual development of the Property. The County, however, is under no obligation to continue to Phase Two with the Developer. It is anticipated that Phase Two will involve at least two separate agreements. The first agreement, which is anticipated to be titled the Second Interim Agreement: Land Entitlements ("Second Interim Agreement"), will cover the portion of Phase Two where rezoning and other land entitlements will be pursued jointly by the County and the Developer and will detail the sharing of responsibility and costs for such land entitlements. While land entitlements are pursued under the terms of the Second Interim Agreement, the Parties will negotiate in good faith to reach a comprehensive agreement for the actual physical implementation of the redevelopment. Should the Parties be unable to agree on the terms of a comprehensive agreement, the County is under no obligation to continue Phase Two with the Developer. The Second Interim Agreement and the comprehensive agreement (which may consist of one or more contracts) will be presented to the Board of Supervisors for approval in accordance with the provisions of the PPEA.

Section 6.02. If the County, in its sole discretion, elects to move forward with the Developer on Phase Two, in whole or in part, County staff and the Developer will work collaboratively following the County's acceptance of the Master Development Plan to reach agreement on the terms of the Second Interim Agreement within 90 days of such acceptance, with the expectation that the Second Interim Agreement will be presented to the Board of Supervisors for its consideration and approval in accordance with the provisions of the PPEA.

Section 6.03. If the Developer fails to reach agreement with County staff on the terms of the Second Interim Agreement within 90 days of the County's acceptance of the Master Development Plan, the County will have the right to offer one or more developers the right to

implement Phase Two, or in its sole discretion, it may extend the time in which to reach agreement on the Second Interim Agreement.

Section 6.04. Nothing in this Agreement shall prohibit the County, in its sole discretion, from using or leasing the Property in any manner during any period before the implementation of Phase Two. If any such use, however, materially impacts the implementation of the Master Development Plan, the Parties will address any such impacts pursuant to their negotiation the Second Interim Agreement, or as applicable, a comprehensive development agreement.

ARTICLE VII INSURANCE

Section 7.01. The Developer is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the Developer or by the County. The Developer and its Consultants assume all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under this Agreement, or in connection in any way whatsoever with the contracted work.

Section 7.02. The Developer shall, during the continuance of all work under this Agreement provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Developer from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Consultants, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- B. Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Developer, its Consultants, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under this Agreement or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
- C. Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Developer. In addition, all mobile equipment used by the Developer in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- D. Maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
- E. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability

policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

F. Rating Requirements:

1. The Developer agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Developer's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

G. Indemnification: See Article 63 of the General Conditions and Instructions to Bidders (Exhibit B).

H. The Developer will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent or Risk Manager before any work is started.

I. If the Developer delivers services from a County-leased facility, the Developer is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Developer while in their care, custody and control for use under this Agreement.

J. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent or Risk Manager. The Developer shall furnish a new certificate prior to any change or cancellation date. The failure of the Developer to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

ARTICLE VIII DELAYS AND SUSPENSIONS

Section 8.01.

- A. The County may direct the Developer, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time deemed appropriate for the convenience of the County. The County will extend the Developer's time of completion by a period of time that in the discretion of the County is reasonably suited for completion of work. The County may further amend this Agreement by mutual agreement for any increase in the cost of performance of the Agreement (excluding profit) resulting solely from the delay or suspension of the Agreement. No adjustment shall be made under this provision for any delay or interruption resulting from any other cause, including the fault or negligence of the Developer or its Consultants.

- B. If the County does not direct the Developer, in writing, to suspend, delay, or interrupt the Agreement, the Developer must give the County written notice if the County fails to provide data or services that are required for completion of this Agreement by the Developer. The County may extend the Developer's time of completion by a period of time that in the discretion of the County is reasonably suited for completion of work. The County may further amend this Agreement by mutual agreement for any increase in the cost of performance of the Agreement (excluding profit) resulting solely from the delay or suspension of this Agreement. No adjustment shall be made under this provision for any delay or interruption resulting from any other cause, including the fault or negligence of the Developer or its Consultants.

ARTICLE IX ACCESS TO AND INSPECTION OF WORK PRODUCT

Section 9.01. County designated staff will, at all times, have access to the Work Product being performed under this Agreement wherever it may be in progress or preparation.

ARTICLE X PROJECT AUDITS

Section 10.01.

- A. The Developer shall maintain books, records, and documents of all costs and data in support of the services provided to the County in accordance with the County standard audit requirements as set forth in the RFP. The County or its authorized representative shall have the right to audit the books, records, and documents of the Developer under the following conditions:
1. If the Agreement is terminated for any reason in order to arrive at equitable termination costs;
 2. In the event of a disagreement between the Developer and the County on the amount due the Developer under the terms of this Agreement;
 3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Developer's efficiency or effectiveness under this Agreement; and
 4. If it becomes necessary to determine the County's rights and the Developer's obligations under the Agreement or to ascertain facts relative to any claim against the Developer that may result in a charge against the County.
- B. These provisions for an audit shall give the County unlimited access during normal working hours to the Developer's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the Developer, from the effective date of final payment or termination hereunder, shall preserve and make available to the County for a period of three (3) years thereafter, at all reasonable times at the office of the Developer but without direct charge to the County, all its books, records, documents, and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- D. The County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Developer shall include this "Right of Audit and Preservation of Records" clause in all subcontracts or consulting agreements issued by it and it shall require same to be inserted by all lower tier subcontractors in their subcontracts, if the lower tier subcontract amount is \$10,000 or more, for any portion of the work.
- E. If the Developer fails to include this clause in any such contract or lower tier contract, or otherwise fails to insure the County's rights hereunder, the Contractor shall be liable to the County for all reasonable costs, expenses and attorneys' fees that the County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to the County from said persons. Such audit may be conducted by the County or its authorized representative. If the County is unable to audit the actual cost records as a result of the Developer's failure to ensure the County's rights to inspect cost records as set forth in this paragraph, then the County will be entitled to commercially reasonable costs as reasonably estimated by the County.

ARTICLE XI DISPUTE RESOLUTION

Section 11.01.

- A. Any dispute concerning a question of fact as a result this Agreement which is not disposed of by the mutual agreement of the Parties shall be decided by the County Purchasing Agent, who shall reduce his/her decision to writing and mail or otherwise forward a copy to the Developer within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Developer appeals within six months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. The Developer may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- B. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Developer's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

ARTICLE XII NOTICES

Section 12.01.

- A. All notices, demands, or other communications between the Parties ("Notice") must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally-recognized, next-day courier service, addressed as follows:

If to the County:

Fairfax County Department of Public Works and Environmental Services

Public Private Partnership Branch
12000 Government Center Parkway, Suite 449
Fairfax, Virginia 22035
Attn: Katayoon Shaya, Chief, P3 Branch

With a copies to:

Fairfax County
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney

and:

Fairfax County Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0064
Attention: Director

If to Developer:

With a copy to:

- B. A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the party to which it is given.
- C. For convenience, Notices may be sent via email; however, such email Notice will not be considered effective until the original Notice is received by the party to which it is given pursuant to one of the delivery methods described in subsection (A) above.
- D. Either Party may change its Notice address from time to time by informing the other Party in writing of such new address.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Entire Agreement. This Agreement, together with the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the Parties. The terms of

this Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 13.02. Severability. If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

Section 13.03. Applicable Law. This Agreement and any dispute, controversy, or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than Virginia.

Section 13.04. Venue. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia, or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

Section 13.05. Assignability. The County may assign all of its rights and obligations under this Agreement without the written consent of the Developer; provided, however, that any assignee of the County will assume all of the obligations of the County under this Agreement. The Developer does not have the right to assign this Agreement.

Section 13.06. Captions; Interpretation. (a) The captions of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement. (b) When a reference is made in this Agreement to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Agreement. (c) Whenever the words "include," "includes," or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." (d) The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and non-genders of such terms. Whenever the context requires, any pronouns used in this Agreement include the corresponding masculine, feminine, or non-gender forms.

Section 13.07. No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors or permitted assigns.

Section 13.08. Time of Essence. Time is of the essence with respect to the performance of the obligations of the Parties under this Agreement.

Section 13.09. Counterparts and Distribution. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

Section 13.10. Waiver. No waiver of any breach of this Agreement will be deemed a waiver of any preceding or succeeding breach under this Agreement or any other agreement. No

extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

Section 13.11. Business Days. If any date set forth in this Agreement for the performance of any obligations by the Parties or for the delivery of any instrument or notice falls on a Saturday, Sunday, Legal Holiday, or day in which Fairfax County governmental offices are closed, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday, Legal Holiday, or closing. The term "Legal Holiday" will mean any Fairfax County, Commonwealth of Virginia, or federal holiday on which post offices are closed in Virginia.

Section 13.12. Contract Date. The Contract Date is the date on which this Agreement is executed by and delivered to the Parties, which date will be inserted at the top of the first page.

Section 13.13. Waiver of Jury Trial. The Parties each waive all rights to a trial by jury in any claim, action, proceeding or counterclaim arising out of or in any way connected with this Agreement.

Section 13.14. Safeguard of Information. Unless approved in writing by the County, the Developer may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Developer or its consultants under this Agreement.

Section 13.15. Prohibition of Developer News Release. Unless approved in writing by the County, the Developer may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Developer or its consultants under this Agreement or otherwise publicize Developer's role and involvement with the Property. Any public announcement of the proposed project pursuant to the Master Development Plan must be fully coordinated with the County.

Section 13.16. Americans with Disabilities Act.

- A. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. Fairfax County government contractors, subcontractors, vendors, and suppliers are subject to this ADA policy. The Developer must make the same commitment and the Developer's execution of this Agreement is an express acknowledgement of the Developer's commitment and compliance with ADA.
- B. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Anyone requesting special accommodations should call the Department ADA representative at 703-324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

Section 13.17. Authorization to Conduct Business in the Commonwealth. In accordance with mandatory County policy, the Developer shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. The Developer shall not allow its existence

to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

Section 13.18. Drug Free Workplace. During the performance of this Agreement, the Developer agrees to (i) provide a drug-free workplace for the Developer's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Developer that the Developer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to the Developer in accordance with this Section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

Section 13.19. Immigration Reform and Control Act. The Developer agrees that it does not, and shall not during the performance of this Agreement in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Section 13.20. Survival. All representations, warranties, and indemnities contained in this Agreement or in any instrument, document, or agreement delivered pursuant to this Agreement will survive termination of this Agreement unless otherwise provided herein.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

DEVELOPER:

The Alexander Company, Inc.

By: _____

Name: _____

Title: _____

DEVELOPER:

Elm Street Development, Inc.

By: _____

Name: _____

Title: _____

THE COUNTY:

Fairfax County Board of Supervisors

By: _____
Kirk W. Kincannon, Acting County Executive

Exhibit A- General Location Map



Exhibit B

Rev 8-2013

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to

enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. "No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS —. All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, and bidders name and address clearly marked on the outside of such envelope or package.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site:
<http://www.fairfaxcounty.gov/dpsm/bidtab.htm>.
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation; he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

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- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent. The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such

reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in

unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up

or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector

is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia

22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept

any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an

award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in

any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subContractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse

RFP2000002301
Original Mt. Vernon High School Redevelopment
Alexander Company

10/24/17

COUNTY PURCHASING AGENT

Exhibit C

Cost Summary 10-23-17

		Preliminary Master Development Plan (A)	Draft Master Development Plan (B)	Final Master Development Plan (C)	Totals
Consultant	Function				
Land Design	Planning	\$52,000	\$15,000	\$13,000	\$80,000
Walter L. Phillips	Civil Engineering	\$45,200	\$18,000	\$8,000	\$71,200
Wetland Studies	Environmental	\$32,000	\$2,000	\$2,000	\$36,000
Gorove Slade	Traffic	\$32,000	\$8,000	\$6,000	\$46,000
GTA	Geotechnical	\$17,300			\$17,300
SmartSite	Cost Estimates/Value Engineering	\$32,500	\$7,500		\$40,000
McGuire, Woods	Land Use Counsel	\$8,000	\$15,000	\$15,000	\$38,000
Heise, Jorgensen	Title	\$11,500			\$11,500
Subtotal		\$230,500	\$65,500	\$44,000	\$340,000
Contingency (10%)		\$23,050	\$6,550	\$4,400	\$34,000
Authorized Reimbursable Expenses		\$9,000	\$7,000	\$9,000	\$25,000
Totals Per Phase (Guaranteed Maximum Price)		\$262,550	\$79,050	\$57,400	\$399,000

Board Agenda Item
December 5, 2017

4:30 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern