FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 6, 2017

AGENDA

8:30		Reception for the 2017 Lord and Lady Fairfax Honorees, J. Lambert Conference Center, Forum
9:30		Presentations
10:30		Presentation by the Fairfax County 275th Commemoration Committee
10:40		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Approval of a Street Name Change from Town Square to Town Square Street (Hunter Mill District)
2		Authorization to Advertise a Public Hearing to Consider an Amendment to The Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)
3		Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 Relating to Election Precincts and Polling Places, and to Relocate, Divide, Consolidate, or Establish Precincts and Polling Places (Dranesville, Mount Vernon, Providence, Springfield, and Sully Districts)
4		Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Pennell Street (Providence District)
5		Authorization to Advertise a Public Hearing to Consider Establishing Parking Restrictions on Holly Hill Road (Lee District)
6		Authorization to Advertise Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance
7		Approval of Traffic Calming Measures and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Springfield, Braddock and Lee Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 6, 2017

ADMINISTRATIVE ITEMS (Continued)

8 Authorization to Advertise a Public Hearing to Amend Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax RE: Employees' and Uniformed Retirement Systems – Change in Social Security Offset to Service-Connected Disability Benefits

ACTION ITEMS

1 Approval of an Amended Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Wolf Trap Creek (Hunter Mill District)

2 Approval of Revised Memorandums of Understanding (MOU) Between Fairfax County and the Towns of Herndon and Clifton Authorizing Fairfax County to Bill and Collect Local Delinquent Registration Fees

3 Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2017 A (County Facilities Projects) for the Lewinsville Project (Dranesville District) and Fairfax County Economic Development Authority Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) for the Merrifield Human Services Center Refinancing (Providence District)

4 Endorsement of Additional Projects for the Commonwealth's County Safety and Operational Improvements Funding Program

5 Approval of and Authorization to Execute a Letter Agreement with the Washington Metropolitan Area Transit Authority and the Virginia Department of Transportation for Work Associated with the Frontier Drive Extension Project (Lee District)

6 Endorsement of Design Plans for the Route 7 Corridor Improvements Project from Reston Avenue to Jarrett Valley Drive (Dranesville and Hunter Mill Districts)

7 Approval of Agreement Between the Commonwealth of Virginia, Department of Transportation and Fairfax County for the utilization of Congestion Mitigation and Air Quality (CMAQ) Funds for Fiscal Year 2018 Transportation Demand Management (TDM) Programs

FAIRFAX COUNTY
BOARD OF SUPERVISORS
June 6, 2017

	INFORMATION ITEMS	
1		Contract Award – Domestic Violence Legal Services
10:50		Matters Presented by Board Members
11:40		Closed Session
	PUBLIC HEARINGS	
3:30		Public Hearing on, and Approval of, the Sale of Sewer Revenue Bonds, Series 2017
3:30		Public Hearing on AR 83-D-005-04 (9600 Arnon Chapel, LLC) (Dranesville District)
3:30		Public Hearing on SEA 84-V-034 (Huntwood, LLC) (Mount Vernon District)
3:30		Public Hearing on SEA 84-V-035-02 (Huntwood, LLC) (Mount Vernon District)
3:30		Public Hearing on RZ 2016-HM-010 (Scimores Academy LLC) (Hunter Mill District)
3:30		Public Hearing on SE 2016-HM-007 (Scimores Academy LLC) (Hunter Mill District)

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
June 6, 2017

9:30 a.m.

PRESENTATIONS

- CERTIFICATES – To recognize the Lord and Lady Fairfax honorees. Requested by Chairman Bulova.

- CERTIFICATE – To recognize the McNair Elementary School Chess state champions. Requested by Supervisor Hudgins.

- CERTIFICATE – To recognize the Annandale Boys and Girls Club 2016-2017 Virginia Youth Soccer Association state champions. Requested by Supervisor Gross.

- CERTIFICATE – To recognize Chantilly High School journalism students for receiving a First Amendment Press Freedom Award from the Journalism Education Association, the National Scholastic Press Association and the Quill and Scroll International Honorary Society. Requested by Supervisor Smith.

- CERTIFICATE – To recognize the James Madison High School Swim and Dive team for winning the Virginia High School League 6A state championship. Requested by Supervisor Hudgins.

— more —

Board Agenda Item
June 6, 2017

- CERTIFICATE – To recognize the James Madison High School Cross Country team for winning the Virginia High School League 6A state championship. Requested by Supervisor Hudgins.

- CERTIFICATE – To recognize the McLean High School newsmagazine staff for winning a Gold Crown at the Columbia Scholastic Press Association journalism convention at Columbia University in New York City. Requested by Supervisor Foust.

- PROCLAMATION – To designate June 18-24, 2017, as Safety Stand Down Week in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate June 2017 as LGBT Pride Month in Fairfax County. Requested by Chairman Bulova and Supervisor Foust.

- PROCLAMATION – To designate June 2017 as Fatherhood Awareness Month in Fairfax County. Requested by Supervisor Hudgins.

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

Board Agenda Item
June 6, 2017

10:30 a.m.

Presentation by the Fairfax County 275th Commemoration Committee

ENCLOSED DOCUMENTS:
None

PRESENTED BY:
Gretchen Bulova, 275th Commemoration Committee, Chair

Board Agenda Item
June 6, 2017

10:40 a.m.

Items Presented by the County Executive

Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 1

Approval of a Street Name Change from Town Square to Town Square Street (Hunter Mill District)

ISSUE:
Board of Supervisors approval of a street name change in the Official County Digital Property Map and the Master Addressing Repository from Town Square to Town Square Street on Tax Map #017-3.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the street name change from Town Square to Town Square Street effective 30 days following Board approval, in accordance with Section 102-1-9 of The Code of the County of Fairfax, Virginia.

TIMING:
Routine.

BACKGROUND:
The Facilitation and Addressing Center has received a request from the property owners to change the street name from Town Square to Town Square Street. There are three properties on this stretch of roadway that are addressed on Town Square. All residents have agreed to this change and the signatures are attached.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Street Name Change Petition
Attachment II – Vicinity Map

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

Attachment I

Execution Copy

ROAD NAME PETITION AND APPLICATION FOR TOWN SQUARE

APPLICATION SECTION

April 3, 2017

Contact Person:
Matt Bonifant
2200 Pennsylvania Ave
Suite 200W
Washington, DC 20037
202-585-0841

We, the undersigned property owners, request that the private road currently named Town Square be renamed to Town Square Street. We represent 100% of the property owners fronting Town Square. As it is currently named, Town Square is located within Reston Town Center and is bounded by Explorer Street to the east and St. Francis Street to the west. Please see Exhibit A for a graphical description of the location. We understand this petition does not obligate Fairfax County in any way towards the maintenance, repair or replacement of the roadway. This understanding also extends to the cost to manufacture and install new street signage.

[SIGNATURE PAGE FOLLOWS]

SOUTH OF MARKET LOT 16 LLC, a Delaware limited liability company

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its sole member and manager

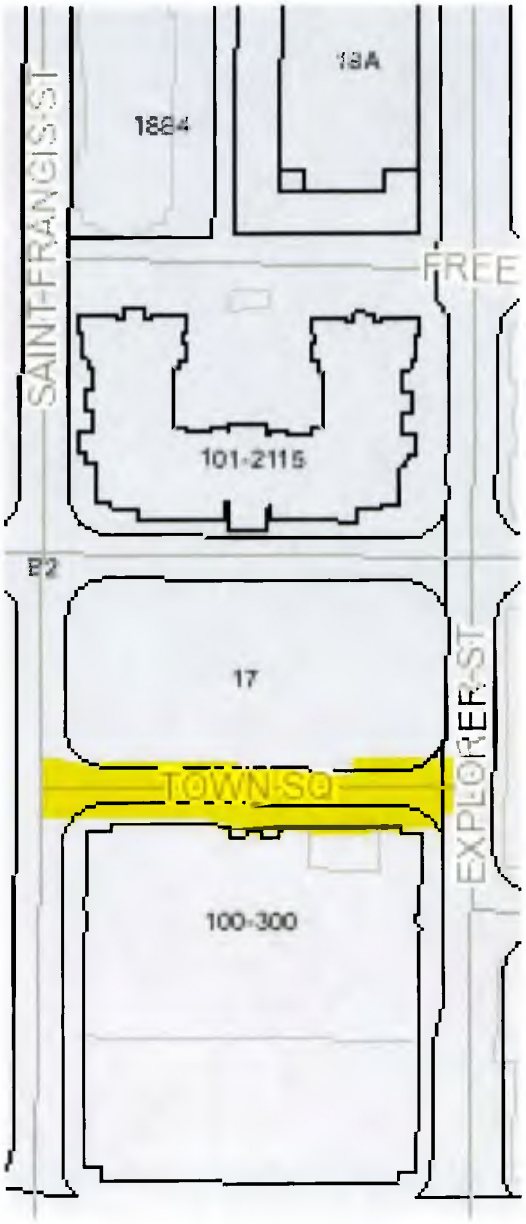
BY: BOSTON PROPERTIES INC., a Delaware Corporation, its general partner

BY: _____
Name: Rich Ellis
Title: VP, Development
Tax Map #: 0173 20 0100
0173 20 0200
0173 20 0300

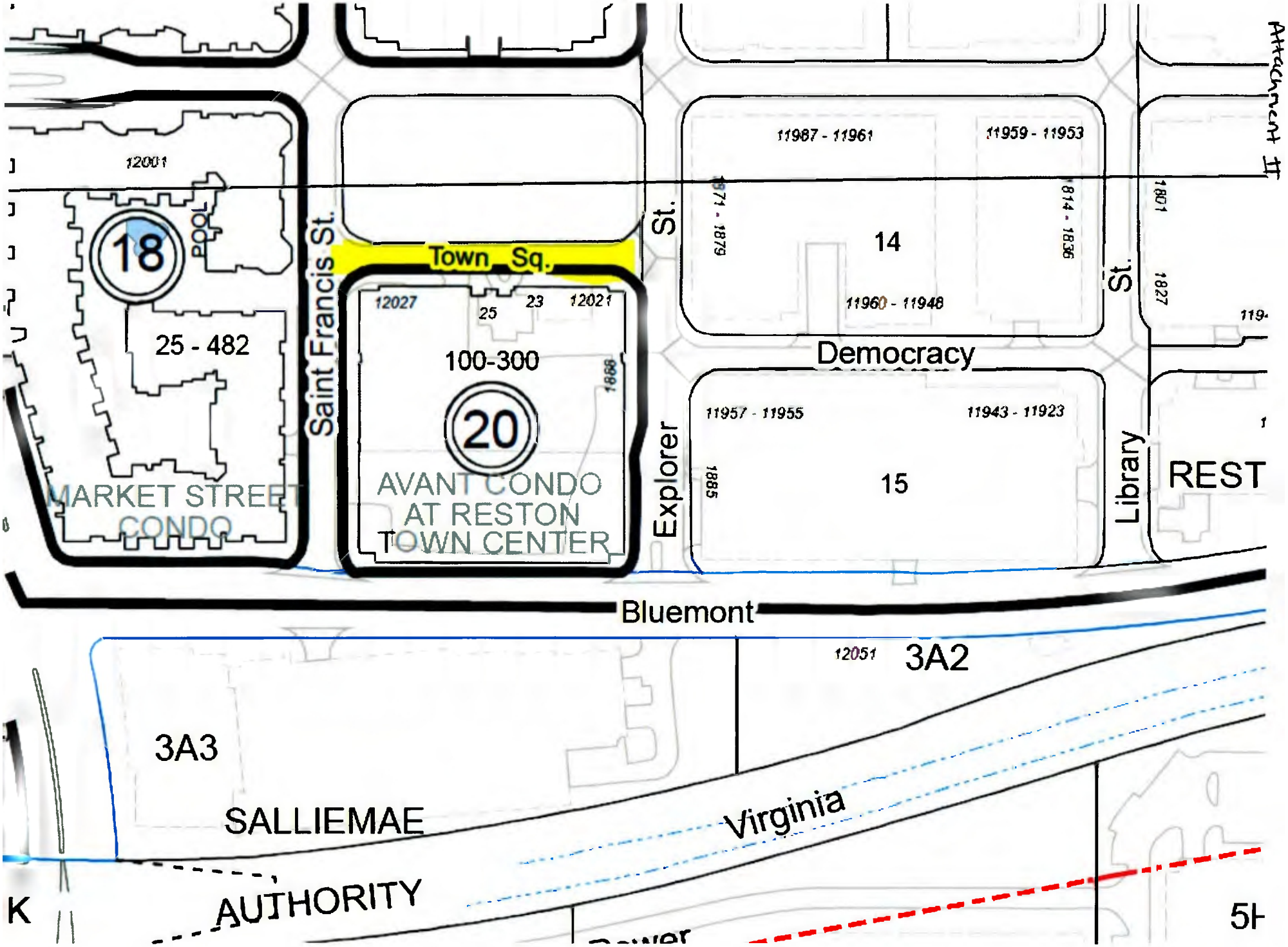
RESTON URBAN CORE ASSOCIATION, INC., a Virginia non-stock corporation

BY: _____
Name: Robert Goudie
Title: Executive Director
Tax Map #: 0171 16 0017

EXHIBIT A


18A
1884
SAINT-FRANCIS ST
FREE
101-2115
P2
17
TOWN Sq
EXPLORER ST
100-300

Attachment II



Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)

ISSUE:
Authorization to advertise a public hearing to consider amendments to *The Code of the County of Fairfax*, Chapter 3, Article 5, Section 3-5-2.1.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of the public hearing on July 11, 2017, at 3:30 p.m., to consider adoption of these amendments.

TIMING:
Board action is requested on June 6, 2017, to provide sufficient time to advertise a July 11, 2017, public hearing on the proposed amendments.

BACKGROUND:
The General Assembly amended the Virginia State and Local Government Conflict of Interests Act (the "Act") in the 2014, 2015, and 2016 sessions. As a result, in order to incorporate such amendments into the County Code, the Board adopted a revised Financial Disclosures Ordinance on April 26, 2016. By Ordinance, members of certain Boards, Authorities, and Commissions and employees in certain county job classifications are required to file a Statement of Economic Interests.

In its most recent session, the General Assembly again amended the Act, and the Governor signed the legislation into law on April 26, 2017. The amendments require the Board to amend the County Ordinance again. Currently, the Ordinance requires the BAC members and employees who are designated to file a Statement of Economic Interests to file the Statement within 21 days of formal notification by the Clerk to the Board. Chapters 829 and 832 of the 2017 Acts of Assembly amend the Act to require designated filers to file on or before the date the office or position of employment is assumed. The specific language of the 2017 amendments that is relevant to the proposed ordinance amendment states:

§ 2.2-3118.2. Disclosure form; filing requirements.

A. An officer or employee required to file an annual disclosure on or before February 1 pursuant to this article shall disclose his personal interests and other information as

required on the form prescribed by the Council for the preceding calendar year complete through December 31. An officer or employee required to file a disclosure as a condition to assuming office or employment shall file such disclosure on or before the day such office or position of employment is assumed and disclose his personal interests and other information as required on the form prescribed by the Council for the preceding 12-month period complete through the last day of the month immediately preceding the month in which the office or position of employment is assumed; however, any officer or employee who assumes office or a position of employment in January shall be required to only file an annual disclosure on or before February 1 for the preceding calendar year complete through December 31.

B. When the deadline for filing any disclosure pursuant to this article falls on a Saturday, Sunday, or legal holiday, the deadline for filing shall be the next day that is not a Saturday, Sunday, or legal holiday.

Procedural Memorandum
The ordinance authorizes and directs the County Executive to issue procedural memoranda governing the administration of the filing of the Statement of Economic Interests form, as well as financial disclosure forms identified in Va. Code 2.2-3118 and real estate disclosure forms required under Va. Code 2.2-3115(G). Upon final action by the Board, staff will prepare such a procedural memorandum for consideration by the County Executive.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 3, Article 5, Section 3-5-2.1 (with amendment tracked)

STAFF:
Catherine Spage, Director, Department of Human Resources (DHR)
Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

ASSIGNED COUNSEL:
Daniel Robinson, Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 5 OF CHAPTER 3 OF THE FAIRFAX COUNTY CODE, RELATING TO FINANCIAL DISCLOSURES

Draft of May 16, 2017

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 3-5-2.1 relating to financial disclosures.

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

1. That Section 3-5-2.1 is amended and readopted as follows:

Article 5. – Financial Disclosures.

Section 3-5-2.1. Disclosures of financial interest.

(a) As a condition to assuming or holding office or employment, members appointed by the Board of Supervisors to the following entities shall file a disclosure statement of their personal interests and other information as is specified in the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law: (1) the Planning Commission, (2) the Board of Zoning Appeals, (3) the Fairfax County Economic Development Authority, (4) the Fairfax County Industrial Development Authority, (5) the Fairfax County Library Board, (6) the Fairfax County Employees' Retirement System Board of Trustees, (7) the Fairfax County Police Officers Retirement System Board of Trustees, (8) the Fairfax County Uniformed Retirement System Board of Trustees, (9) the Fairfax County Park Authority, (10) the Fairfax County Redevelopment and Housing Authority, (11) the Fairfax County Water Authority, (12) the Mosaic District Community Development Authority, (13) the Fairfax County Wetlands Board, and (14) the Upper Occoquan Sewage Authority.

~~The individuals designated in this subsection (a) shall file a completed disclosure form, as required by this subsection, with the Clerk for the Board of Supervisors within 21 days of formal notification of appointment.~~ No person described in this subsection shall enter office and participate or vote as a member of any board, authority, or commission until a completed disclosure form, as required by this subsection, has been filed with the Clerk for the Board of Supervisors. For purposes of this subsection, the word "appointment" shall include any person who is appointed directly by the Board of Supervisors or any person whose appointment is confirmed after being elected, nominated, or recommended by any community group or group of employees for any of the boards, authorities, and commissions listed above.~~, and formal notification of appointment for appointees to boards, authorities, and commissions is deemed to be the date that the Clerk for the Board of Supervisors mails notice of appointment and blank disclosure forms to the appointee.~~

(b) As a condition to assuming or holding office or employment, the following persons shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for

such periods as is required by state law: the County Executive, all Deputy County Executives, the Assistant County Executive, the County Attorney and all deputy, senior assistant, and assistant county attorneys, all County Department heads, and County employees who hold positions classified at or above the following pay grades: S-32, P-27, F-29, and O-28, except psychiatrists who are employed as such by the Fairfax-Falls Church Community Services Board.

(c) As a condition to assuming or holding employment, the following employees also shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law:

(1) Health Department: Public Health Laboratory Director.

(2) Department of Finance: The Insurance Manager.

(3) Department of Transportation: All Transportation Planners V; all Engineers V.

(4) Retirement Administration Agency: All Senior Investment Managers.

(d) ~~Within 21 days of formal notification of the filing requirement, t~~The individuals listed in subsections (a), (b) and (c) shall file a completed disclosure form, as required by subsections (a), (b) and (c), with the Clerk for the Board of Supervisors on or before the day such office or position of employment is assumed.~~ Formal notification of the filing requirement is deemed to be the date the financial disclosure form is distributed to the employee by his or her appointing authority.~~

(e) The County Executive is hereby authorized and directed to issue procedural memoranda governing the administration of the filing of the Statement of Economic Interests forms identified in *Virginia Code* § 2.2-3117, the financial disclosure forms identified in *Virginia Code* § 2.2-3118, and the real estate disclosure forms required under *Virginia Code* § 2.2-3115(G). The procedural memoranda shall address the filing of such forms by any individual required to file by this Article, by designation by the Board of Supervisors or by state law.

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

3. That this ordinance is effective upon adoption.

GIVEN under my hand this _____ day of _____, 2017

_____

Clerk for the Board of Supervisors

Board Agenda Item
June 6, 2017

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 Relating to Election Precincts and Polling Places, and to Relocate, Divide, Consolidate, or Establish Precincts and Polling Places (Dranesville, Mount Vernon, Providence, Springfield, and Sully Districts)

ISSUE:
Authorization to advertise a Public Hearing to consider an ordinance that proposes to amend and readopt Fairfax County Code Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 relating to Election Precincts and Polling Places to:

1) change the name and address of the polling location for Chesterbrook precinct;
2) consolidate Lorton Center precinct into the southern portion of Belvoir precinct, establish a new polling location for the Belvoir precinct, and create a new precinct, Army, from the northern portion of Belvoir precinct;
3) divide Merrifield precinct to add a new precinct, Gallows East, and establish its polling place;
4) move and correct a boundary between Rotonda and Tysons precincts;
5) combine Newgate North and Newgate South precincts;
6) move the polling location for Fair Oaks precinct; and
7) change the name of the polling location for Centreville precinct.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing on Tuesday, July 11, 2017, at 4:00 p.m. to consider this ordinance.

TIMING:
Board action is requested on June 6, 2017 to provide sufficient time to advertise the proposed public hearing for adoption of this ordinance on July 11, 2017, at 4:00 p.m., and to provide sufficient time to notify voters in advance of the November 7, 2017, General and Special Elections.

BACKGROUND:
Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change precinct boundaries and

polling place locations subject to the requirements of Virginia Code Sections 24.2-305, 24.2-307, 24.2-310 and 24.2-310.1. All registered voters who are affected by a change in their precinct or polling location will be mailed a notice in advance of the November 7, 2017, General and Special Elections.

1) In Dranesville District, staff recommends changing the name and address of the polling place for Chesterbrook precinct from Vinson Hall, 6251 Old Dominion Drive to Vinson Hall Community Room, 1735 Kirby Road. This change will alleviate voter confusion by providing a more accurate name and address for the Community Room at Vinson Hall.

2) In Mount Vernon District, staff recommends that Lorton Center precinct be combined with the southern portion of Belvoir precinct and that the polling place for the new consolidated Belvoir precinct be established at the Newington DVS Facility, 6900 Newington Road, Lorton. Staff further recommends that the northern portion of Belvoir precinct, approximately 750 voters, be renamed "Army" and that they continue to vote at the Kingstowne Library, 6500 Landsdowne Center, Alexandria. This change is recommended because (a) Grace Bible Church has given notice that they can no longer accommodate the polling location for Lorton Center precinct; (b) the Belvoir precinct currently is divided between the 36th and 39th Virginia Senate Districts. This division requires the precinct to provide two separate ballots, creating confusion for voters. Since Lorton Center and the southern portion of Belvoir are both part of the 36th Senate District, the consolidated precinct will have a single ballot for the voters and a larger accessible polling place at the Newington DVS Facility; (c) the 39th District portion of Belvoir precinct with approximately 750 voters will also have a single ballot; and (d) the change removes approximately 1,200 voters from the Kingstowne Library which is a small facility with limited parking.

3) In Providence District, staff recommends dividing the Merrifield precinct which has grown to over 6,700 registered voters. This proposal will create a new precinct of approximately 2,500 voters to be named “Gallows East” and establish its polling location at Gatehouse Administration Center located at 8115 Gatehouse Road, Falls Church. The 3,500 voters remaining in the Merrifield precinct will continue to vote at Jackson Middle School, 3020 Gallows Road, Falls Church.

4) In Providence District, staff recommends adjusting and correcting the boundary between Tysons and Rotonda precincts to move 77 voters from Rotonda into Tysons. The polling locations for both Tysons and Rotonda precincts will remain the same.

5) In Springfield District, staff recommends combining Newgate North and Newgate South precincts to conserve resources. The consolidated precinct will retain the name “Newgate” and the polling place will remain at Centreville High School, 6011 Union Mill Road, Clifton.

6) In Springfield District, staff recommends moving the polling location for Fair Oaks precinct. The proposal will move Fair Oaks precinct to the Virginia Department of Transportation Building, 4975 Alliance Drive, Fairfax. This move is necessary because the current location, Expectation Church Recreation Center, has been sold and will be demolished.

7) In Sully District, staff recommends changing the name of the polling location for Centreville precinct from Centreville Adult Education Center to Mountain View High School to match the current name of the building.

The Electoral Board voted unanimously to support these proposed changes at its April 20, 2017, meeting.

FISCAL IMPACT:
Insignificant. Funding for precinct and polling place change notifications is provided in the agency's FY 2018 Adopted Budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2 – Summary of Proposed Changes
Attachment 3 – Descriptions and Maps of Proposed Changes
Attachment 4 – Proposed Ordinance

STAFF:
Cameron Glenn Sasnett, Director of Elections

ASSIGNED COUNCIL:
Martin R. Desjardins, Assistant County Attorney

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

(1986, c. 593, § 24.1-40.7; 1990, c. 500; 1992, c. 425; 1993, c. 641; 2001, c. 614.)

§ 24.2-307. Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

(Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. 515.)

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the electoral board to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § 24.2-604, and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § 24.2-604. The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

(Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707; 2012, cc. 488, 759.)

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

(1993, c. 904, § 24.1-37.1; 1993, c. 641.)

Attachment 2: Summary of Proposed Changes

JULY 2017 SUMMARY OF PRECINCT AND POLLING PLACE CHANGES

SUPERVISOR DISTRICT	OLD PRECINCT(S)	REGISTERED VOTERS*	OLD POLLING PLACE(S)	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW POLLING PLACE(S)	NOTES ON CHANGES
DRANESVILLE	302 CHESTERBROOK	2,769	Vinson Hall	302 CHESTERBROOK	2,769	Community Room at Vinson Hall	Change the name and address of the polling location.
MOUNT VERNON	619 BELVOIR 625 LORTON CENTER	2,292 2,351	Kingstowne Library Grace Bible Church	619 BELVOIR 630 ARMY	3,908 735	Newington DVS Facility Kingstowne Library	Consolidate Lorton Center with southern portion of Belvoir. Northern portion of Belvoir becomes a new precinct.
PROVIDENCE	721 MERRIFIELD	6,676	Luther Jackson Middle School	721 MERRIFIELD 723 GALLOWS EAST	4,267 2,409	Luther Jackson Middle School Gatehouse Administration Center	Create new precinct to reduce precinct size and allow for additional growth in the area.
PROVIDENCE	731 TYSONS 735 ROTONDA	3,211 1,432	Providence Committee Meeting Room Rotonda Condominiums Community Center	731 TYSONS 735 ROTONDA	3,288 1,355	Providence Committee Meeting Room Rotonda Condominiums Community Center	Move and correct a boundary between Tysons and Rotonda precincts
SPRINGFIELD	849 NEWGATE NORTH 854 NEWGATE SOUTH	1,731 3,101	Centreville High School	849 NEWGATE	4,832	Centreville High School	Consolidate co-located precincts.
SPRINGFIELD	848 FAIR OAKS	3,842	Expectation Church Rec Center	848 FAIR OAKS	3,842	Virginia Department of Transportation Building	Move polling place due to sale and demolition of current polling location.
SULLY	918 CENTREVILLE	4,998	Centreville Adult Education Center	918 CENTREVILLE	4,998	Mountain View High School	Change the name of the polling location.

* Registered voters as of April, 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX
Dranesville District

PRECINCT 302: CHESTERBROOK

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIRST**
HOUSE OF DELEGATES DISTRICT: **FORTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Kirby Road and Pimmit Run (stream), thence with the meanders of Pimmit Run in a southeasterly direction to its intersection with the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southwesterly direction to its intersection with Old Dominion Drive, thence with Old Dominion Drive in a northwesterly direction to its intersection with Park Road, thence with Park Road in a westerly, then northwesterly direction to its intersection with Kirby Road, thence with Kirby Road in a generally northeasterly direction to its intersection with Pimmit Run, point of beginning.

POLLING PLACE: Community Room at Vinson Hall
~~6251 Old Dominion Drive~~, 1735 Kirby Road, McLean

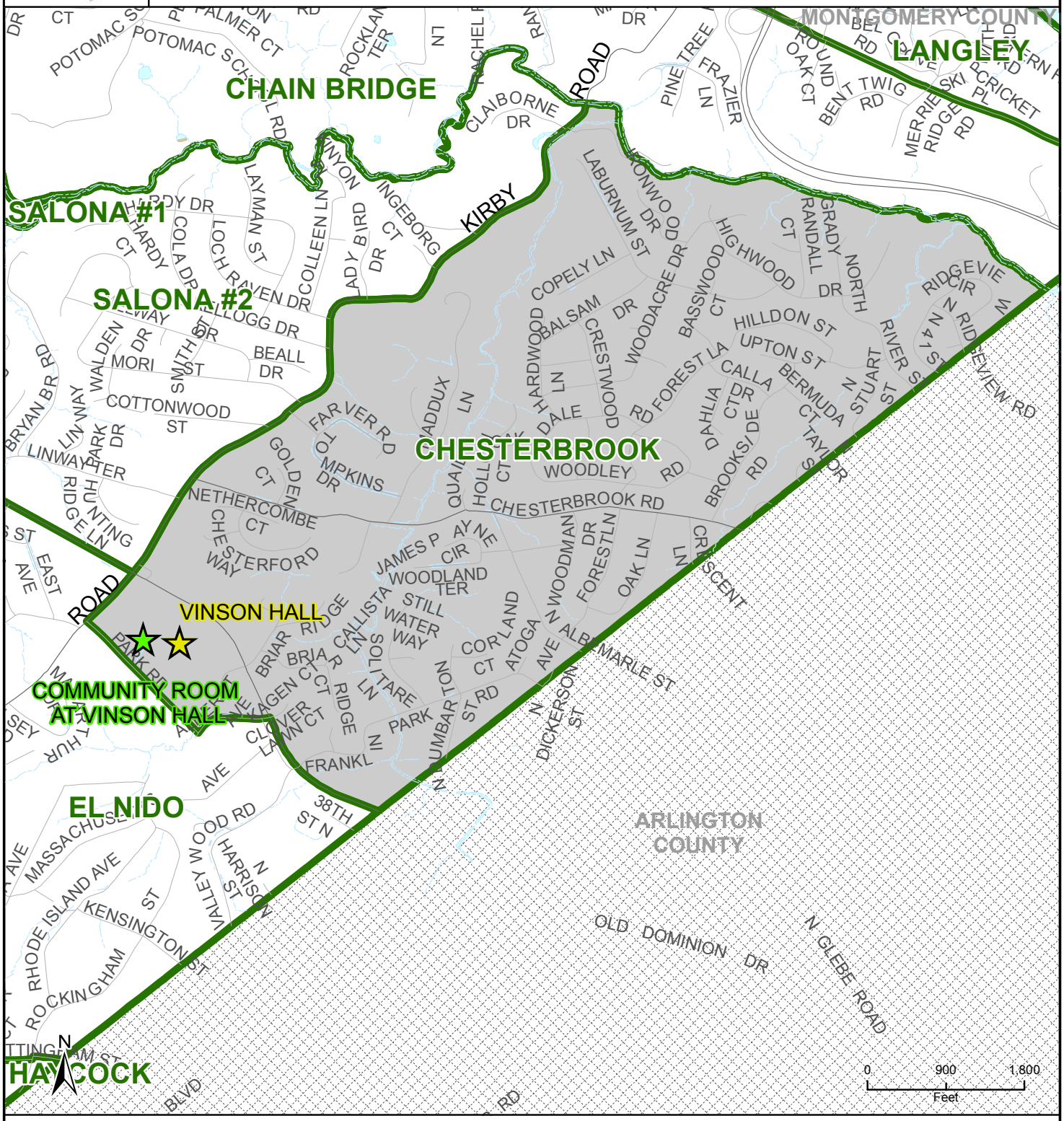
MAP GRIDS: 31-2, 31-3, 31-4, 41-1, 41-2

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Senate District changed from 32nd to 31st – July 2011
Delegate District changed from 34th to 48th – July 2011
Polling place temporarily moved – January 2012
Congressional District changed from 10th to 8th – January 2012
Polling place returned to original location – June 2015
Polling place moved – July 2016
Polling place (facility) renamed and address changed – July 2017

Commonwealth of Virginia

County of Fairfax

Dranesville District



Proposed Polling Place Change for 302 Chesterbrook Precinct

Current name and address: *Vinson Hall, 6251 Old Dominion Dr.*

Proposed name and address: *Community Room at Vinson Hall, 1735 Kirby Rd.*

April 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 619: BELVOIR

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SIXTH ~~/ THIRTY-NINTH~~**
HOUSE OF DELEGATES DISTRICT: **FORTY-THIRD**

DESCRIPTION:
Beginning at the intersection of ~~Backlick Road~~ the Shirley Memorial Highway (Interstate 95) and Newington Road, thence with Newington Road in an easterly direction to its intersection the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a ~~northerly~~ southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power easement in an easterly direction to its intersection Cinder Bed Road, thence with Cinder Bed Road in a northerly direction to its intersection with Newington Road, thence with Newington Road in an easterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in an southerly direction to its intersection with Beulah Street at Woodlawn Road, thence with Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Beulah Road, thence with Beulah Road in a southerly direction to its intersection with Backlick Road, thence with Backlick Road in a northwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a southwesterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a westerly direction to its intersection with ~~Britten Drive, thence with Britten Drive in a northwesterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a generally northwesterly direction to its intersection with Newington Road, point of beginning.~~ Pohick Road, thence with Pohick Road in a northwesterly direction to its intersection with the Shirley Memorial Highway, thence with the Shirley Memorial Highway in a northeasterly direction to its intersection with Newington Road, point of beginning.

POLLING PLACE: ~~Kingstowne Library~~ Newington DVS Facility
~~6500 Landsdowne Centre, Alexandria~~ 6900 Newington Road, Lorton

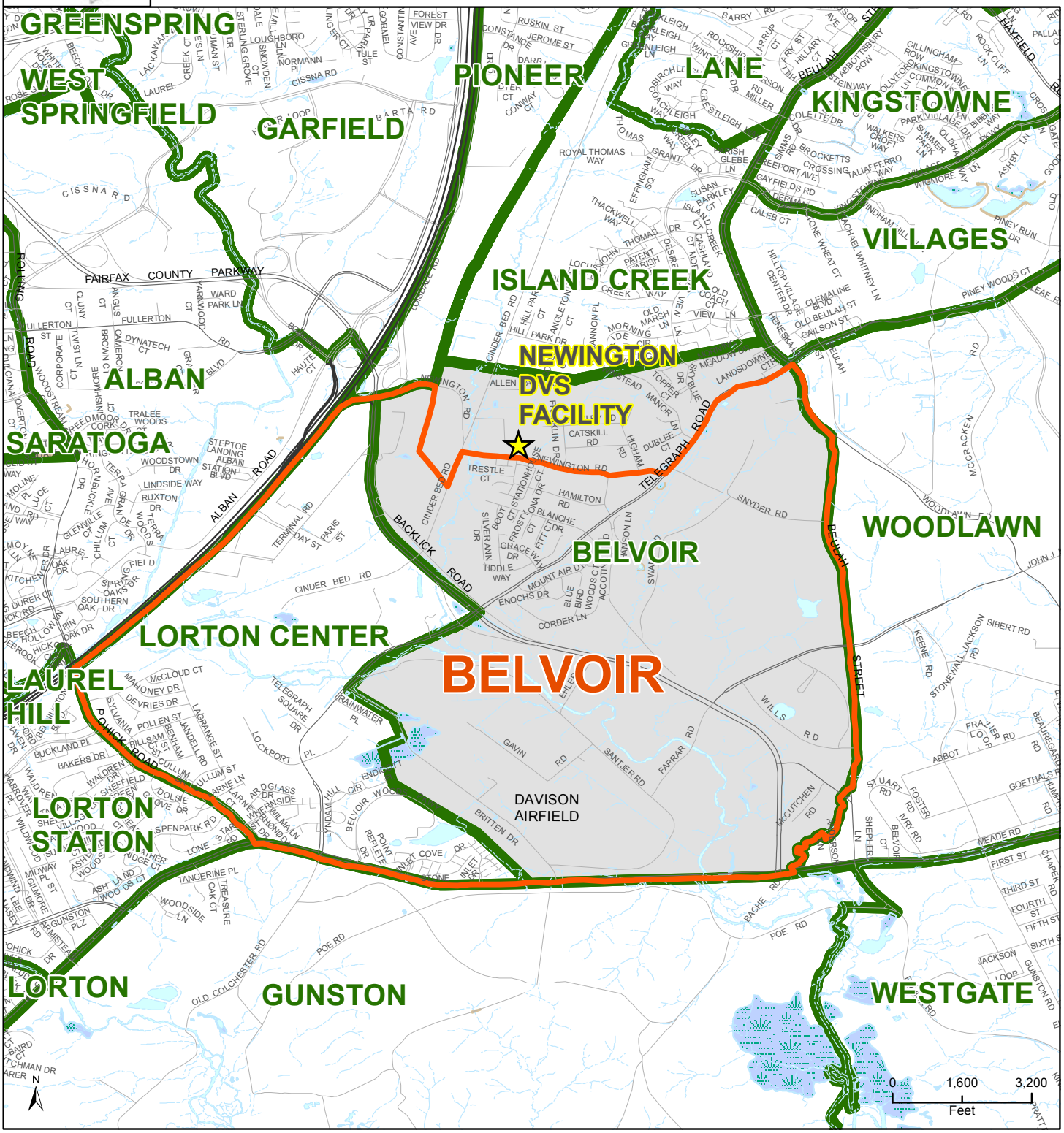
MAP GRIDS: 99-1, 99-2, 99-3, 99-4, 100-1, 100-3, 101-3, 101-2, 107-4, 108-1, 108-2, 108-3, 108-4, 109-1, 109-3

NOTES: Established July 1998
Precinct description revised and readopted – March 2003
Senate and Delegate boundaries changed – July 2011
Boundary adjusted with Woodlawn– November 2014
Boundary adjusted with Lorton Center – July 2017

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



April 2017

Proposed Change for 619 Belvoir Precinct

Current Precinct Name: *#619 Belvoir*

Proposed Precinct Name: *#619 Belvoir*

Proposed Polling Place Name and Address: *Newington DVS Facility; 6900 Newington Road*

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 630: ARMY

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-THIRD**

DESCRIPTION:
Beginning at the intersection of the Richmond, Fredericksburg and Potomac Railroad and the Virginia Power Easement, thence the Virginia Power Easement in an easterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a southwesterly direction to its intersection with Newington Road, thence with Newington Road in a westerly direction to its intersection with Cinder Bed Road, thence with Cinder Bed Road in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northwesterly direction to its intersection with the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a northerly direction to its intersection with the Virginia Power Easement, point of beginning.

POLLING PLACE: Kingstowne Library
6500 Landsdowne Centre, Alexandria

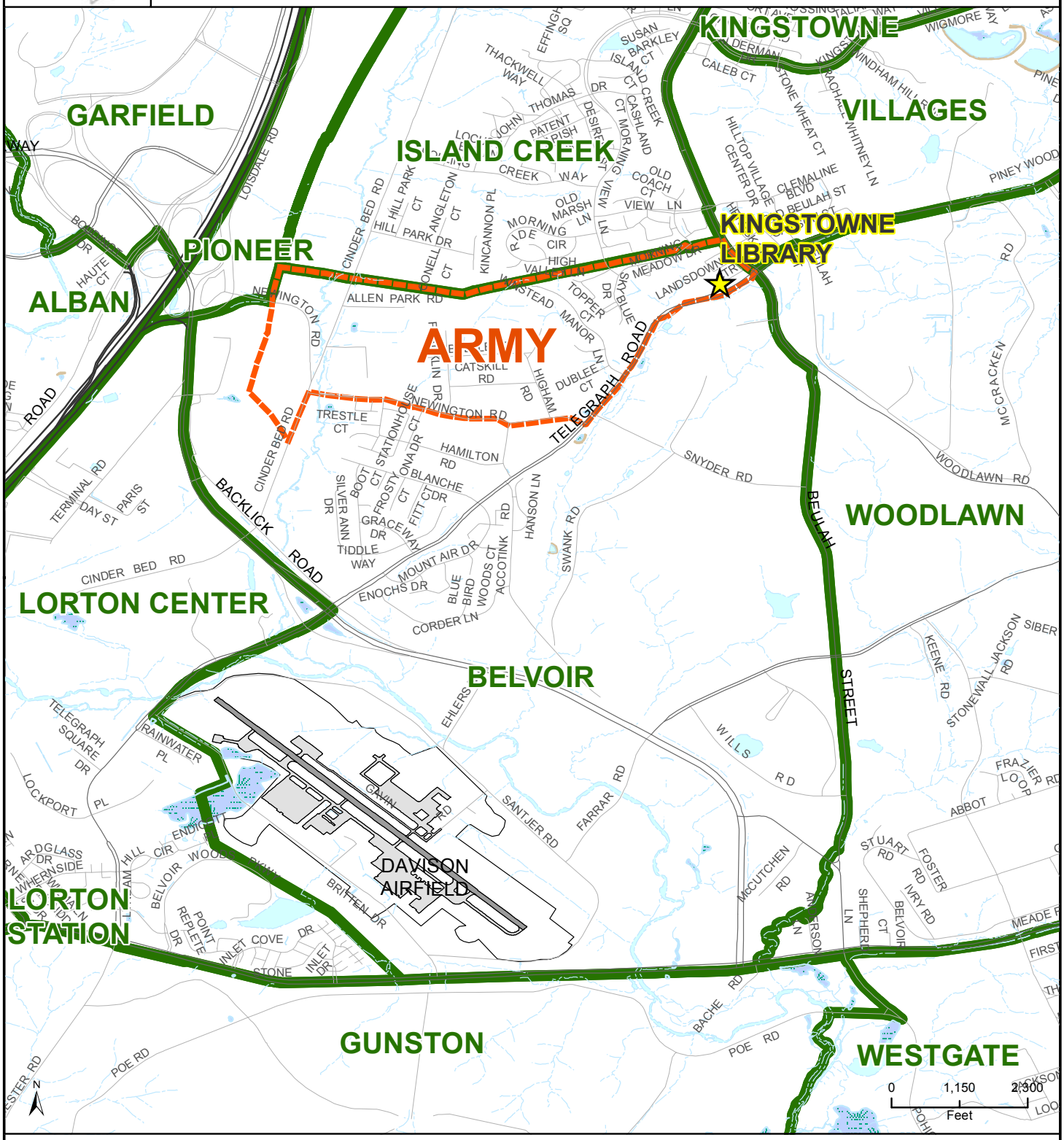
MAP GRIDS: 99-2, 99-4, 100-1

NOTES: Established July 2017

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



April 2017

Proposed New Precinct:

Proposed Precinct Name: *#630 Army*

Proposed Polling Place Name and Address: *Kingstowne Library; 6500 Landsdowne Ctr.*

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 721: MERRIFIELD

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Cedar Lane and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with~~ the Capital Beltway (I-495~~), Gallows Road thence with ~~the Capital Beltway~~ Gallows Road in a southerly direction to its intersection with Arlington Boulevard (Route 50), thence with Arlington Boulevard in a westerly direction to its intersection with Prosperity Avenue, thence with Prosperity Avenue in a northeasterly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a westerly direction to its intersection with Cedar Lane, thence with Cedar Lane in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: Luther Jackson Middle School
3020 Gallows Road, Falls Church

MAP GRIDS: 49-1, 49-2, 49-3, 49-4

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Precinct divided – July 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 723: GALLOWS EAST

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Gallows Road and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a southerly direction to its intersection with Arlington Boulevard (Route 50), thence with Arlington Boulevard in a westerly direction to its intersection with Gallows Road, thence with Gallows Road in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: Gatehouse Administration Center
8115 Gatehouse Road, Falls Church

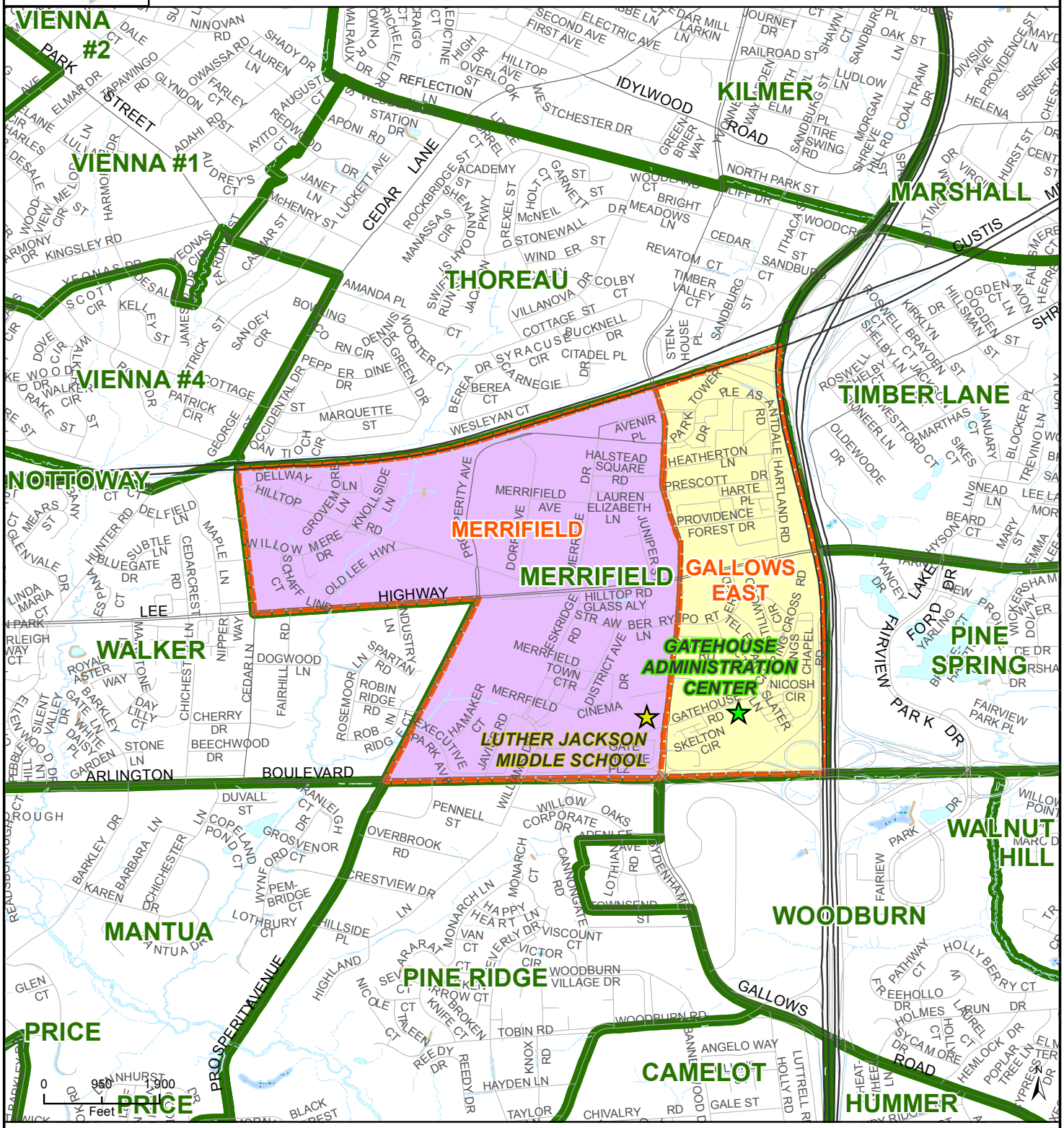
MAP GRIDS: 49-2, 49-4

NOTES: Established July 2017

Commonwealth of Virginia

County of Fairfax

Providence District



Proposed Division for 721 Merrifield Precinct

April 2017

Proposed Merrifield Precinct #721 ★ *Merrifield Polling Place:* Luther Jackson Middle School

Proposed Gallows East Precinct #723 ★ *Proposed Polling Place:* Gatehouse Administration Center

Commonwealth of Virginia

COUNTY OF FAIRFAX
Providence District

PRECINCT 731: TYSONS

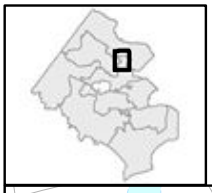
CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of ~~International Drive~~ Leesburg Pike (Route 7) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in an easterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a southwesterly direction to its intersection with Leesburg Pike, thence with Leesburg Pike in a northwesterly direction to its intersection with ~~Spring Hill Road, thence with Spring Hill Road in an easterly direction to its intersection with Greensboro Drive, thence with Greensboro Drive in a southeasterly direction to its intersection with Westpark Drive, thence with Westpark Drive in a northeasterly direction to its intersection with International Drive, thence with the International Drive in a northwesterly direction to its intersection with~~ the Washington Dulles Access and Toll Road, point of beginning, excluding the area defined by the Rotonda precinct.

POLLING PLACE: Providence Committee Meeting Room
7921 Jones Branch Drive, McLean

MAP GRIDS: 29-1, 29-2, 29-3, 29-4, 39-2

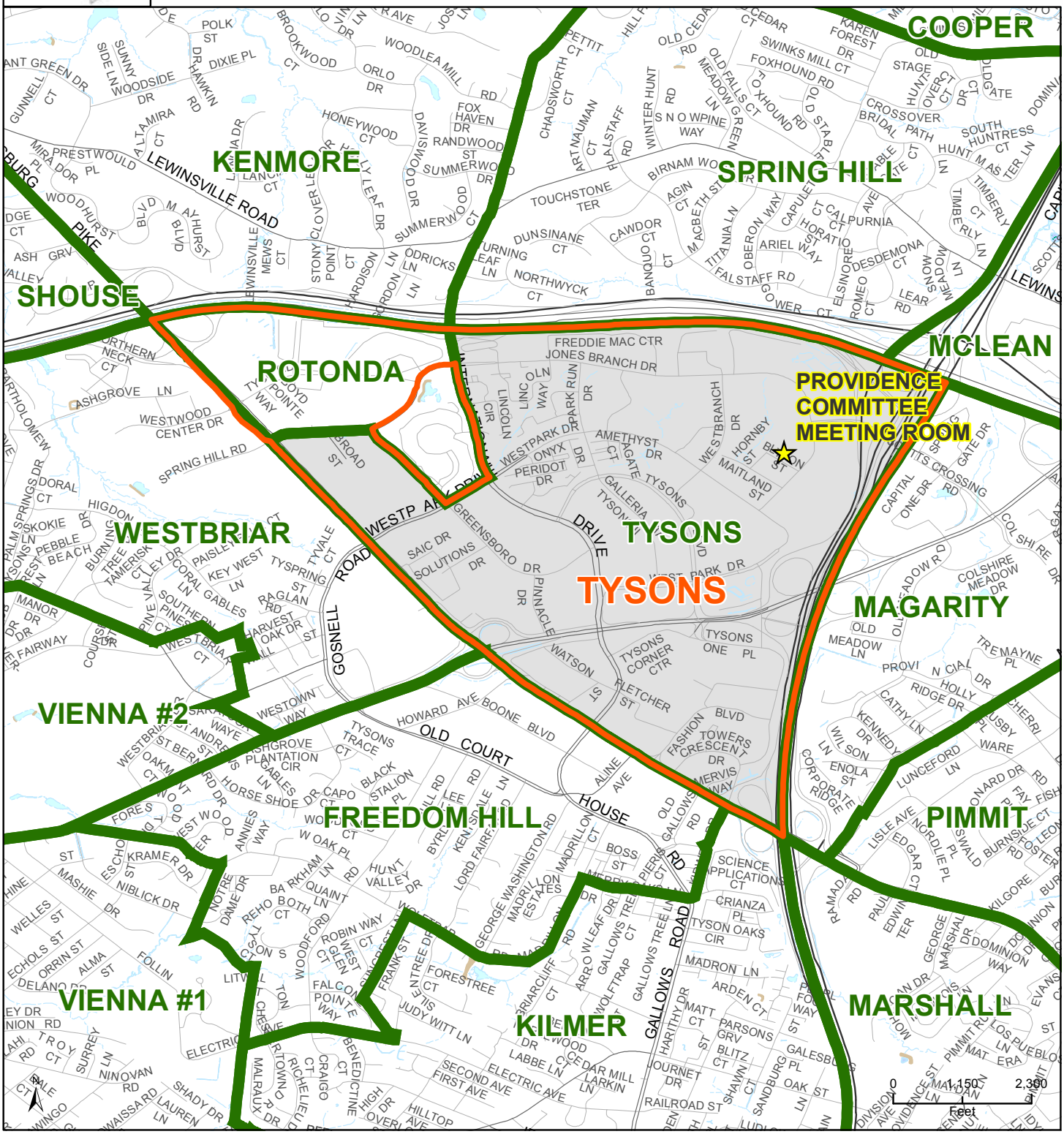
NOTES: Established June 1991
Precinct description revised and readopted – March 2003
Polling place moved – July 2011
Boundary adjusted to conform to Congressional District line – July 2012
Delegate District changed from 34th to 35th - July 2011
Congressional District changed from 8th to 11th – July 2012
Precinct divided – July 2016
Boundary adjusted – July 2017



Commonwealth of Virginia

County of Fairfax

Providence District



April 2017

Proposed Change for 731 Tysons Precinct

Current Precinct Name: *#731 Tysons*

Proposed Precinct Name: *#731 Tysons*

☆ **Featured Polling Place**

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 735: ROTONDA

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:

Beginning at the intersection of ~~Leesburg Pike (Route 7) and the Washington Dulles Access and Toll Road,~~ Greensboro Drive and Spring Hill Road, thence with ~~the Washington Dulles Access and Toll Road~~ Spring Hill Road in ~~an easterly~~ a northeasterly direction to its intersection with International Drive, thence with International Drive in a southeasterly direction to its intersection with Westpark Drive, thence with Westpark Drive in a southwesterly direction to its intersection with Greensboro Drive, thence with Greensboro Drive in a northwesterly direction to its intersection with Spring Hill Road, ~~thence with Spring Hill Road in a westerly direction to its intersection with Leesburg Pike, thence with Leesburg Pike in a northwesterly direction to its intersection with the Washington Dulles Access and Toll Road,~~ point of beginning.

POLLING PLACE: Rotonda Condominiums Community Center
8352 Greensboro Drive, McLean

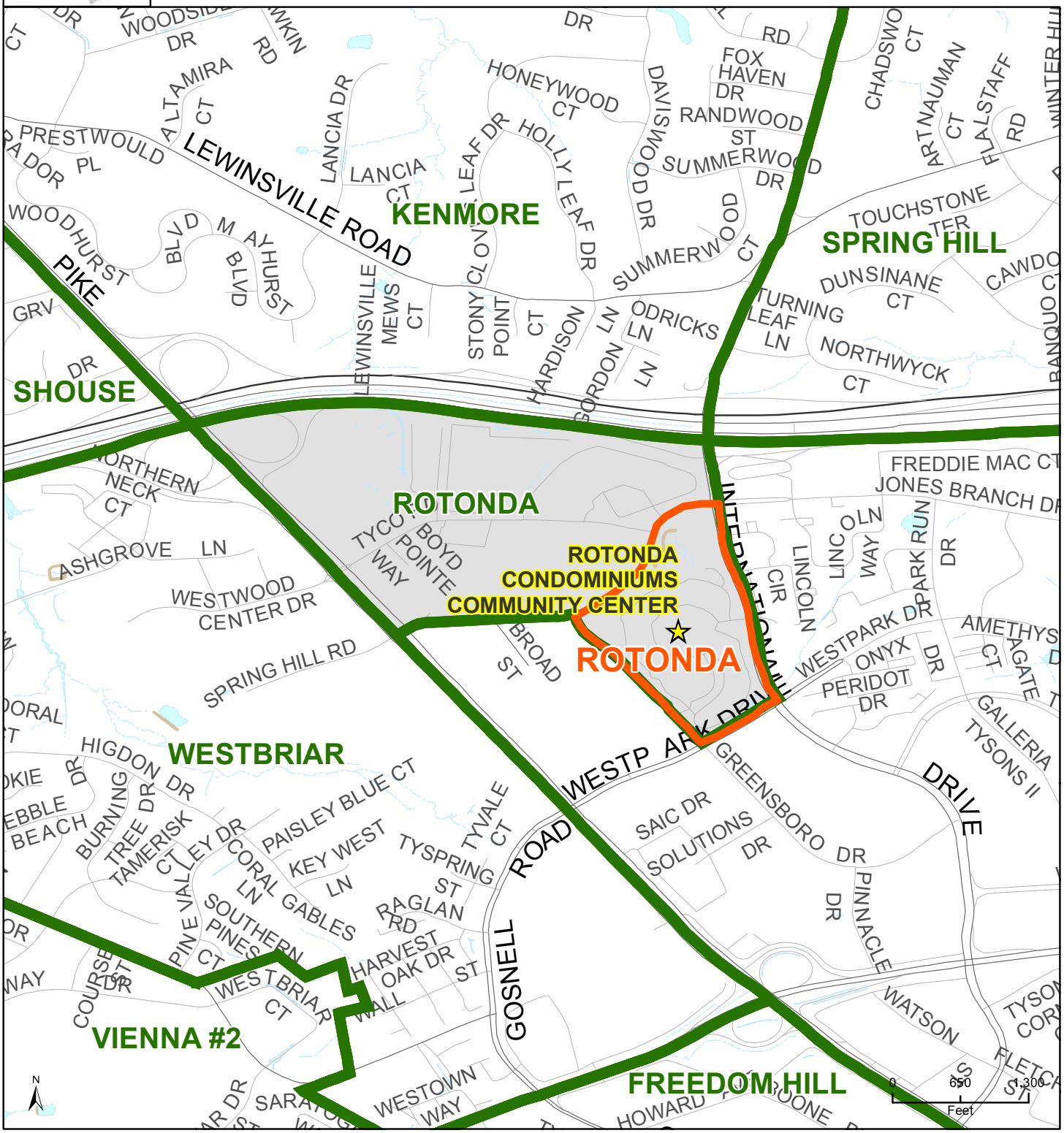
MAP GRIDS: 29-1, 29-3

NOTES: Established July 2016
Boundary adjusted July 2017

Commonwealth of Virginia

County of Fairfax

Providence District



April 2017

Proposed Change for 735 Rotonda Precinct

Current Precinct Name: *#735 Rotonda*

Proposed Precinct Name: *#735 Rotonda*

Featured Polling Place

Commonwealth of Virginia

COUNTY OF FAIRFAX
Springfield District

PRECINCT 848: FAIR OAKS

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-SEVENTH**

DESCRIPTION:
Beginning at the intersection of Stringfellow Road and Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with Monument Drive, thence with Monument Drive in a southeasterly direction to its intersection with Random Hills Road, thence with Random Hills Road in a southwesterly direction to its intersection with Legato Road at Post Forest Drive, thence with Legato Road in a southwesterly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a southwesterly direction to its intersection with Stringfellow Road, thence with Stringfellow Road in a northerly direction to its intersection with Interstate 66, point of beginning.

POLLING PLACE: ~~Expectation Church Rec Center~~ Virginia Department of Transportation (VDOT)
~~4531 West Ox Road~~, 4975 Alliance Drive, Fairfax

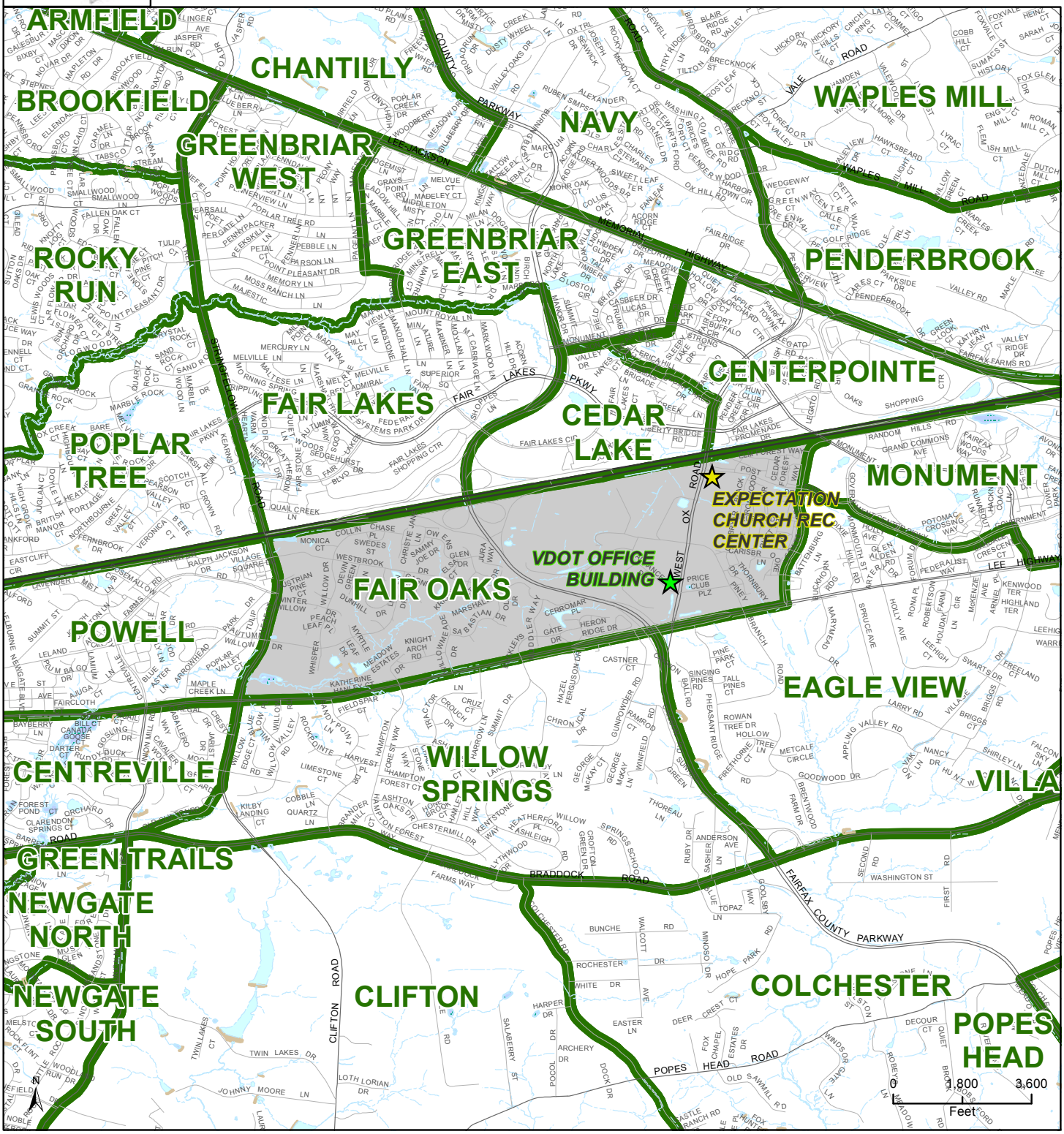
MAP GRIDS: 55-1, 55-2, 55-3, 55-4, 56-1, 56-3

NOTES: Established July 1981
Moved from Sully District to Springfield District – 2001 Redistricting
Precinct divided to form Monument precinct – March 2003
Polling place (facility) renamed – May 2003
Polling place address updated – January 2008
Precinct divided and renamed – January 2008
Precinct boundary adjusted – July 2011
Delegate District changed from 35th to 37th – July 2011
Polling place (facility) renamed – July 2016
Polling place moved – July 2017

Commonwealth of Virginia

County of Fairfax

Springfield District



Proposed Polling Place Change for #848 Fair Oaks Precinct

April 2017

★ ***Current Name and address:*** *Expectation Church Rec Center, 4531 West Ox Road*

★ ***Proposed Name and address:*** *Va Department of Transportation Building, 4975 Alliance Drive*

Commonwealth of Virginia

COUNTY OF FAIRFAX
Springfield District

PRECINCT 849: NEWGATE ~~NORTH~~

CONGRESSIONAL DISTRICT: **TENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Little Rocky Run (stream) and New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Union Mill Road, thence with Union Mill Road in a southerly direction to its intersection with ~~Springstone Drive~~, Compton Road, thence with ~~Springstone Drive~~ Compton Road in a northwesterly, then westerly direction to its intersection with ~~the western boundary of the Fairfax County Public School property on which Union Mill Elementary School is located, thence with the Fairfax County Public School property in a southwesterly direction to its intersection with an unnamed tributary of Little Rocky Run, thence with the meanders of the unnamed tributary in a westerly direction to its intersection with~~ Little Rocky Run, thence with the meanders of Little Rocky Run in a northerly, then northeasterly direction to its intersection with New Braddock Road, point of beginning.

POLLING PLACE: Centreville High School
6001 Union Mill Road, Clifton

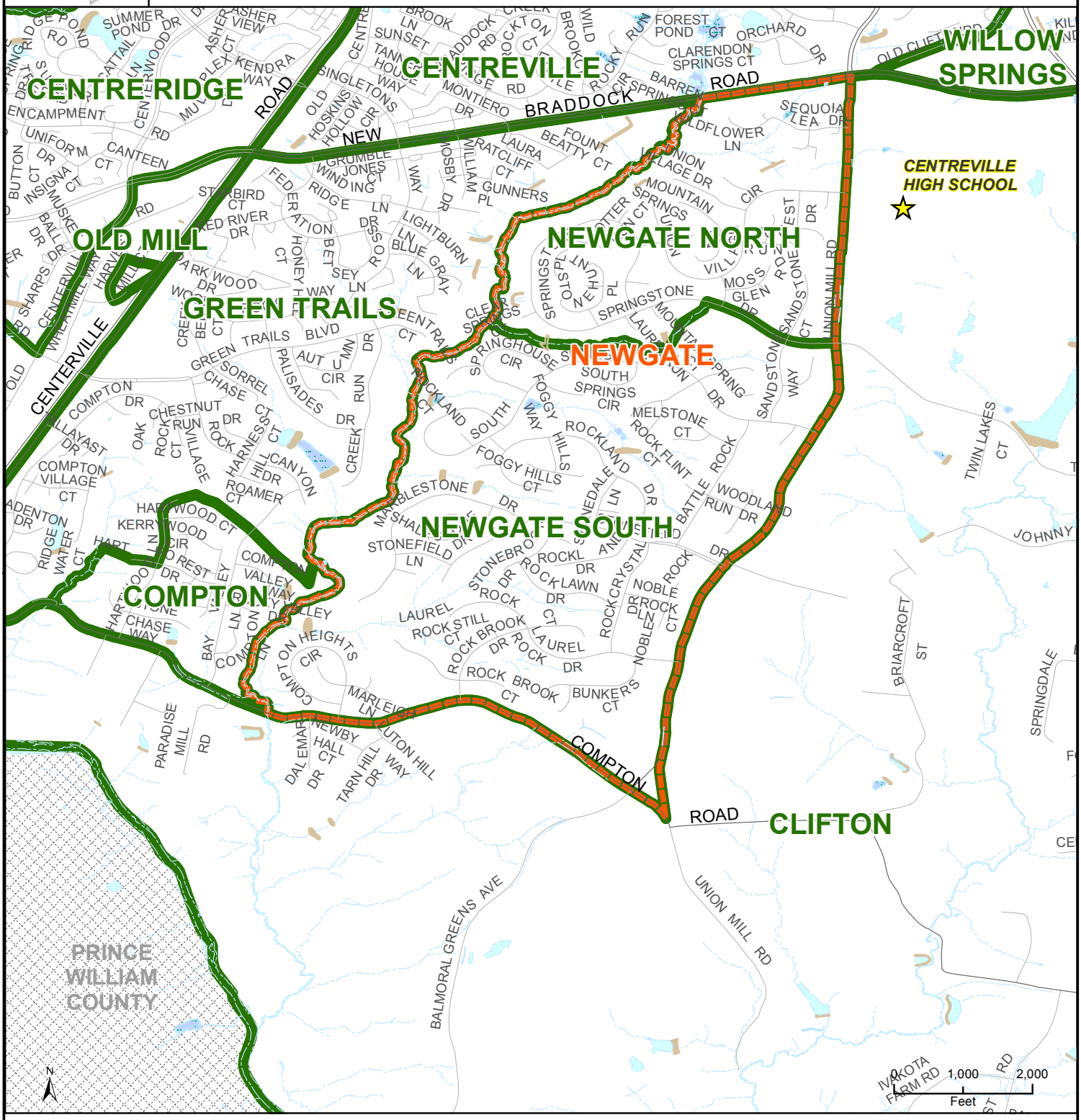
MAP GRIDS: 65-2, 66-1, 65-4, 66-3, 74-2

NOTES: Established as Newgate - May 1993
Moved from Sully District to Springfield District – 2001 Redistricting
Precinct description revised and readopted – March 2003
Precinct divided and renamed – January 2009
Congressional District changed from 11th to 10th – January 2012
Precinct combined with Newgate South and renamed – July 2017

Commonwealth of Virginia

County of Fairfax

Springfield District



Proposed Change for #849 Newgate North and #854 Newgate South Precincts

Current Precinct Name: *#849 Newgate North*

Current Precinct Name: *#854 Newgate South*

Proposed New Precinct Name: *#849 Newgate*

Featured Polling Place

April 2017

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 918: CENTREVILLE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Centreville Road (Route 28) and Lee Highway (Route 29), thence with Lee Highway in an easterly direction to its intersection with Clifton Road, thence with Clifton Road in a southerly direction to its intersection with Old Clifton Road, thence with Old Clifton Road and a projection of Old Clifton Road in a southwesterly direction to its intersection with Braddock Road, thence with Braddock Road in a westerly direction to its intersection with New Braddock Road at Union Mill Road, thence with New Braddock Road in a southwesterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly, then northerly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: ~~Centreville Adult Education Center~~ Mountain View High School
5775 Spindle Court, Centreville

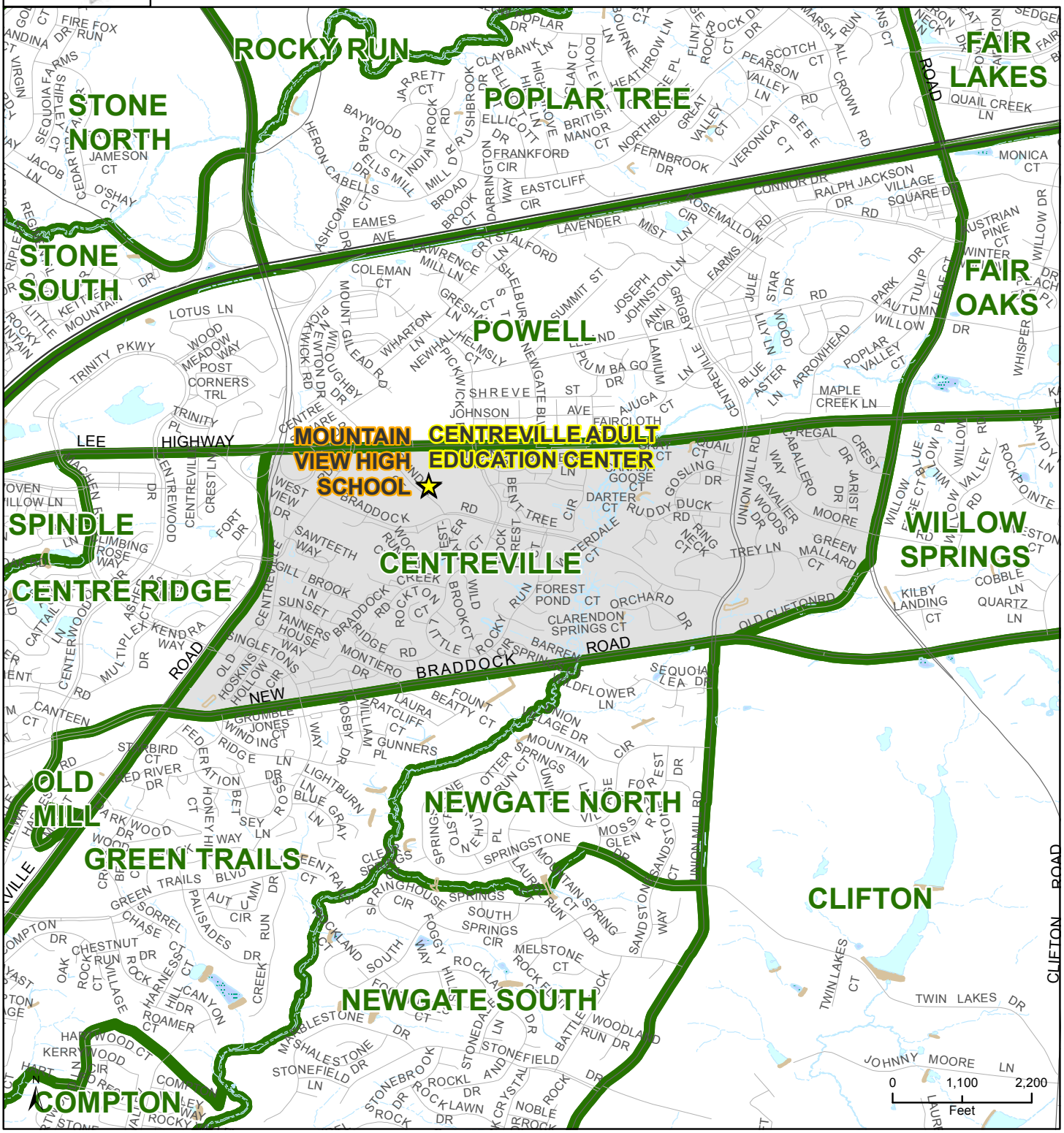
MAP GRIDS: 54-4, 55-3, 65-2, 66-1

NOTES: Established May 1993
Precinct description revised and readopted – March 2003
Polling place (facility) renamed – July 2017

Commonwealth of Virginia

County of Fairfax

Sully District



April 2017

Proposed Polling Place Name Change for 918 Centreville Precinct

Current Polling Place Name: *Centreville Adult Education Center*

Proposed Polling Place Name: *Mountain View High School*

PROPOSED ORDINANCE TO AMEND AND READOPT SECTIONS 7-2-9, 7-2-10, 7-2-11, AND 7-2-13 OF THE FAIRFAX COUNTY CODE TO SPLIT THE BELVOIR PRECINCT AND CONSOLIDATE ITS SOUTHERN PORTION WITH THE LORTON CENTER PRECINCT UNDER THE BELVOIR PRECINCT NAME AND IN A NEW POLLING LOCATION, ESTABLISH THE ARMY PRECINCT FROM THE NORTHERN PORTION OF THE BELVOIR PRECINCT, ESTABLISH THE GALLOWS EAST PRECINCT BY SPLITTING THE MERRIFIELD PRECINCT, CONSOLIDATE THE NEWGATE NORTH AND NEWGATE SOUTH PRECINCTS, RENAME AND UPDATE THE ADDRESS OF THE CHESTERBROOK POLLING PLACE, RENAME THE CENTREVILLE POLLING PLACE, RELOCATE THE FAIR OAKS POLLING PLACE, AND ADJUST AND CORRECT THE BOUNDARY OF THE ROTONDA AND TYSONS PRECINCTS.

Draft of May 9, 2017

AN ORDINANCE to amend and readopt Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 of the Fairfax County Code to split the Belvoir precinct and consolidate its southern portion with the Lorton Center precinct under the Belvoir precinct name and in a new polling location, establish the Army precinct from the northern portion of the Belvoir precinct, establish the Gallows East precinct by splitting the Merrifield precinct, consolidate the Newgate North and Newgate South precincts, rename and update the address of the Chesterbrook polling place, rename the Centreville polling place, relocate the Fair Oaks polling place, and adjust and correct the boundary of the Rotonda and Tysons precincts.

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

1. **That Sections 7-2-9, 7-2-10, 7-2-11, and 7-2-13 of the Fairfax County Code are amended and readopted:**

Section 7-2-9. - Mount Vernon District.

The Mount Vernon District shall consist of these election precincts: Alban, Army, Belle Haven, Belleview, Belvoir, Bucknell, Fort Hunt, Grosvenor, Gunston, Hollin Hall, Huntington, Kirkside, Laurel Hill, Lorton, ~~Lorton Center,~~ Lorton Station, Marlan, Newington, Riverside, Saratoga, Sherwood, South County, Stratford, Waynewood, Westgate, Woodlawn, and Woodley.

Section 7-2-10. - Providence District.

The Providence District shall consist of these election precincts: Blake, Fairfax Court (that part of Fairfax County containing the governmental complex which is surrounded by Fairfax City), Fort Buffalo, Freedom Hill, Gallows East, Graham-Greenway, Hunters Branch, Kilmer, Magarity, Mantua, Marshall, Merrifield, Mosby, Nottoway, Oak Marr, Oakton, Penderbrook, Pine Ridge, Pine Spring, Price, Rotonda, Shreve, Thoreau, Timber Lane, Tysons, Walker, and Woodburn.

Section 7-2-11. - Springfield District.

The Springfield District shall consist of these election precincts: Burke, Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, Hunt Valley, Irving, ~~Newgate North, Newgate South~~Newgate, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Sydenstricker, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.

Section 7-2-13. - General provisions.

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, ~~and~~ July 12, 2016, and July 11, 2017, and kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

2. That the polling place location for the newly-created precincts identified in the first clause of this ordinance are established at:

Supervisor District	Precinct	Polling Place
Mount Vernon District	Army (new)	Kingstowne Library 6500 Landsdowne Center Alexandria, VA 22315
Providence District	Gallows East (new)	Gatehouse Admin. Center 8115 Gatehouse Drive Falls Church, VA 22042
Springfield District	Newgate (new)	Centreville High School 6001 Union Mill Rd. Clifton, VA 20124

3. That the election polling places for the following existing precincts are established at:

Supervisor District	Precinct	Polling Place
Mount Vernon District	Belvoir (polling place relocated)	From: Grace Bible Church 9115 Lorton Station Blvd. Lorton, VA 22079 and Kingstowne Library 6500 Landsdowne Center Alexandria, VA 22315 To: Newington DVS Facility 6900 Newington Rd. Lorton, VA 22075
Springfield District	Fair Oaks (polling place relocated)	From: Expectation Church Rec. Center 4531 West Ox Road Fairfax, VA 22030 To: Virginia Dep't of Transp. Bldg. 4975 Alliance Drive Fairfax, VA 22033

4. That the election polling places for the following precincts are renamed:

Supervisor District	Precinct	Polling Place
Dranesville District	Chesterbrook (new name & address, but same physical location)	From: Vinson Hall 6251 Old Dominion Drive McLean, VA 22101 To: Community Room at Vinson Hall 1735 Kirby Road McLean, VA 22101

Sully District	Centreville (name change)	From: Centreville Adult Education Ctr. 5775 Spindle Court Centreville, VA 20121 To: Mountain View High School 5775 Spindle Court Centreville, VA 20121

5. That this ordinance shall become effective upon adoption.

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

_____
Catherine A. Chianese
Clerk to the Board of Directors

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Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Pennell Street (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 Pennell Street, in the Providence District.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for July 11, 2017, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Chapter 82 of the Fairfax County Code from parking on Pennell Street, from Williams Drive to the end from 7:00 p.m. to 7:00 a.m., seven days per week.

TIMING:
The Board of Supervisors should take action on June 6, 2017, to provide sufficient time for advertisement of the public hearing on July 11, 2017, 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.

Representatives of various property owners of land along Pennell Street contacted the Providence District office requesting a parking restriction on Pennell Street from 7:00 p.m. to 7:00 a.m., seven days a week.

This area has been reviewed on several occasions over a period of time in excess of 30 days. Staff has verified that long term parking is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along Pennell Street, from Williams Drive to the end, from 7:00 p.m. to 7:00 a.m., seven days per week.

FISCAL IMPACT:
The cost of sign installation is estimated at $150 to be paid from Fairfax County Department of Transportation funds.

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

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

Attachment I

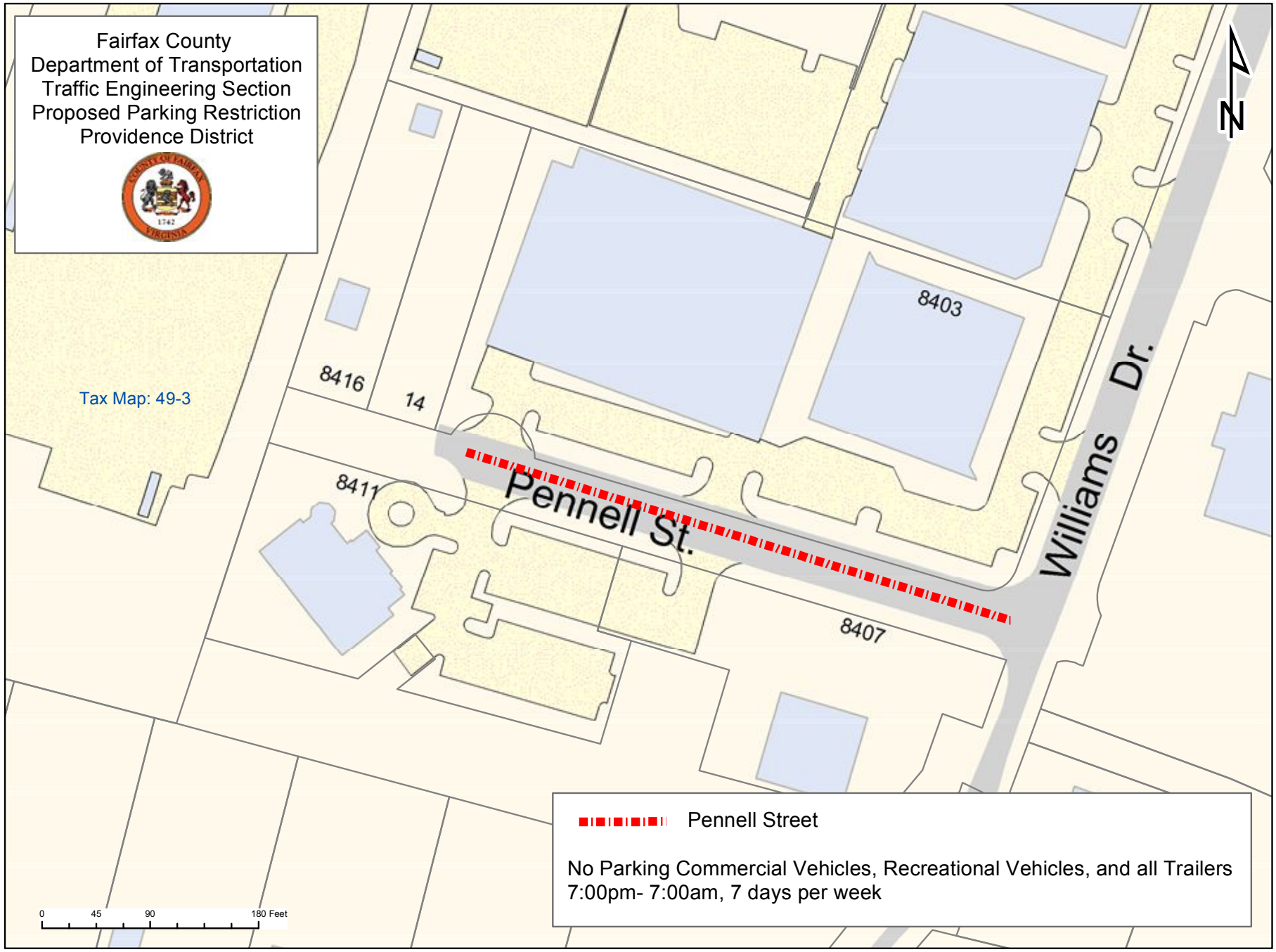
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Pennell Street (Route 6485).
Commercial vehicles, recreational vehicles, and trailers as defined in Chapter 82 of the Fairfax County Code shall be restricted from parking on Pennell Street, from Williams Drive to the end, from 7:00 p.m. to 7:00 a.m., seven days per week.

Attachment II



Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Establishing Parking Restrictions on Holly Hill Road (Lee District)

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

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for July 11, 2017, at 4:30 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Chapter 82 of the Fairfax County Code from parking along the commercial segment of Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days per week.

TIMING:
The Board of Supervisors should take action on June 6, 2017, to provide sufficient time for advertisement of the public hearing on July 11, 2017, at 4:30 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.

Representatives of the property owners of land along Holly Hill Road contacted the Lee District office requesting a parking restriction on Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days a week.

This area has been reviewed on several occasions over a period of time in excess of 30 days. Staff has verified that long term parking is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff is recommending a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the commercial segment of Holly Hill Road from 6:00 p.m. to 9:00 a.m., seven days per week.

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

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

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

Attachment I

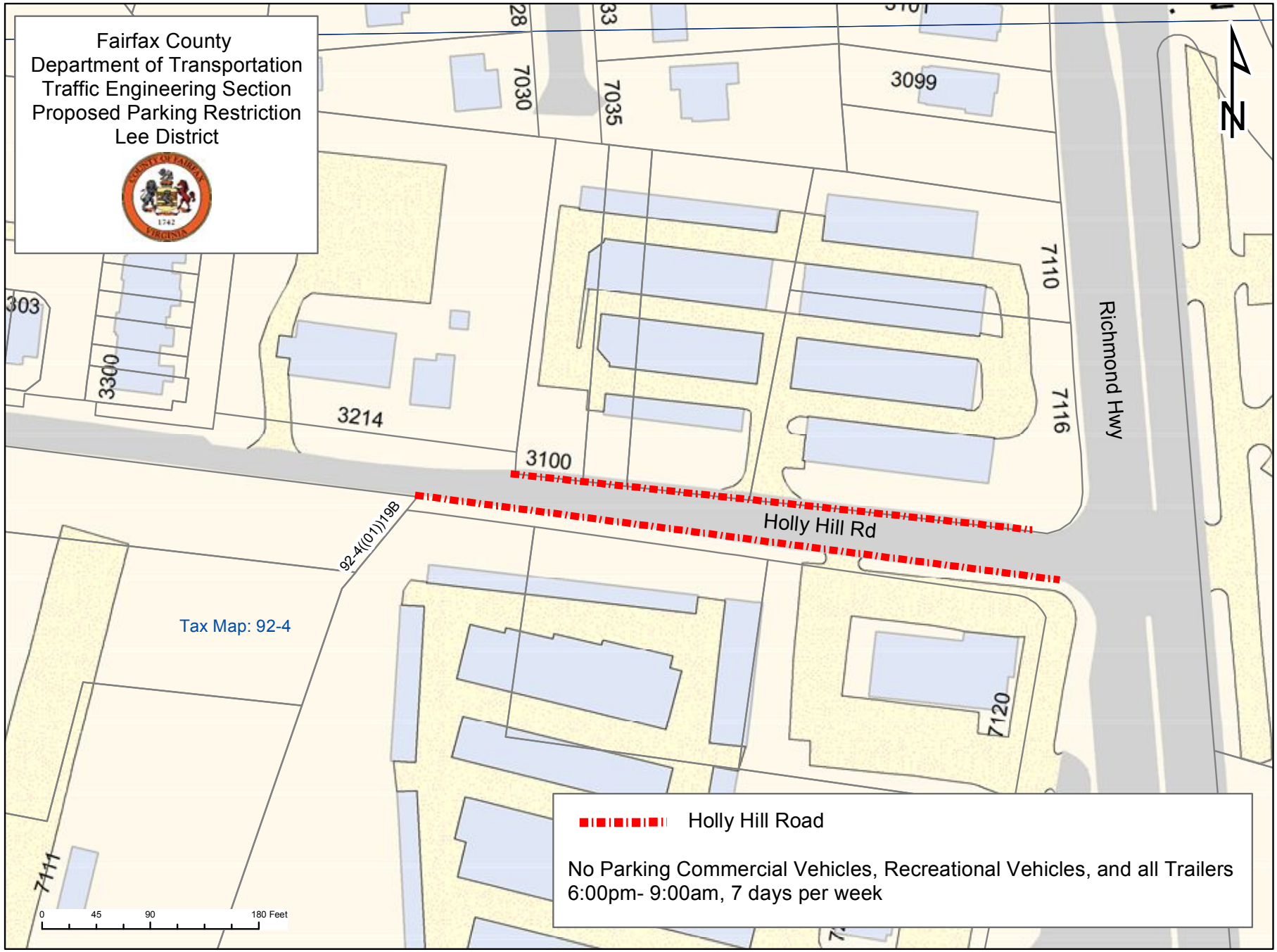
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

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

Holly Hill Road (Route 1408).
Commercial vehicles, recreational vehicles, and trailers as defined in Chapter 82 of the Fairfax County Code shall be restricted from parking on Holly Hill Road, from Richmond Highway to the western property boundary of 3100 Holly Hill Road, north side; and to the eastern boundary of parcel 92-4((01))19B, south side, from 6:00 p.m. to 9:00 a.m., seven days per week.

Attachment II



Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 6

Authorization to Advertise Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create the Department of Land Development Services and Assign Administration of Chapters of the County Code to the Director of the New Department and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance

ISSUE:
Board of Supervisors' authorization is required to advertise public hearings on proposed amendments to Chapters 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, 119, 122, and 124, and Appendices A and Q of the County Code that are necessary due to the reorganization of the Department of Public Works and Environmental Services (DPWES). The proposed amendments will implement the reorganization and transfer administration of Chapters of the County Code to the Director of the Department of Land Development Services (the "new department") and the Director of the Department of Code Compliance (DCC).

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of the proposed amendments as set forth in the Staff Report dated June 6, 2017.

The proposed amendments to the County Code have been prepared by DPWES and coordinated with the Department of Planning and Zoning (DPZ), DCC, Department of Health, and the Office of the County Attorney.

TIMING:
Board action is requested on June 6, 2017, to provide sufficient time to advertise public hearings on June 29, 2017, before the Planning Commission and on July 11, 2017, at 4:00 p.m. before the Board.

BACKGROUND:
As a result of the Board of Supervisors' adoption of the FY 2018 budget on May 2, 2017, the functions of DPWES directly related to the land development process will be transferred to a new department created from the Land Development Services (LDS) operational unit of DPWES. The creation of this new department will enhance the

County's efforts to create a strong focus on the County's regulatory functions and recognizes the critical role that building and land development services plays in both the regulatory process and in supporting the Board's economic success strategy. LDS has been functioning as if it was a separate agency reporting directly to the Deputy County Executive for Planning and Development since June 2016. The proposed amendments to the County Code ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly-named officials. The chapters of the County Code that will be administered by the Director of the new department align with current LDS operations. Administration of Chapter 119 (Grass or Lawn Area) is being transferred to the Director of the DCC who has been acting as the agent of the Director of DPWES in enforcing Chapter 119 since DCC's creation in 2010.

PROPOSED AMENDMENTS:

The proposed amendments provide for the following:

- In Chapter 1 of the County Code, creates a new department separate from DPWES to perform LDS's current functions, and the new department is called the "Department of Land Development Services."
- Assigns administration of Chapters 2 (part), 63, 101, 102, 104, 107, 112 (part), 117, 118, 122, and 124 and Appendix Q of the County Code, and the Public Facilities Manual to the Director of the new department.
- Assigns administration of Chapters 61, 64, 65, 66, and 71 of the County Code to the Director of the new department through the Building Official whom he appoints.
- Assigns administration of Chapter 119 of the County Code to DCC.
- Replaces references to DPWES and the Director of DPWES in Chapters 2, 4, 30, 61, 63, 68.1, 71, 101, 102, 103, 104, 107, 112, 117, 118, 119, 122, 124 and Appendices A and Q of the County Code with references to the new department and the its' Director.
- In Chapter 2 of the County Code, replace a reference to the Department of Highways of the State with a reference to the Virginia Department of Transportation.
- In Chapter 61 of the County Code, adds employees of the new department to the list of County agencies whose employees cannot be a member of the Board of Building and Fire Prevention Code Appeals.
- In Chapter 103 of the County Code, adds the new department to the list of agencies notified during an air pollution episode.

- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), may continue to execute and enforce all subdivision and site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of DPWES or the Director of the Department of Environmental Management.
- In Chapter 1 of the County Code, the Building Official of Fairfax County, Virginia shall be appointed by the Director of the new department.
- In Chapter 1 of the County Code, the reorganization of DPWES into the DPWES and the new department shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

REGULATORY IMPACT:
None. No new regulations are proposed.

FISCAL IMPACT:
None. The reorganization and creation of the new department under the name LDS was included in the adopted FY2018 budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution
Attachment 2 – Staff Report Dated June 6, 2017

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson. P.E., Director, DPWES
William D. Hicks, P.E., Director, LDS, DPWES
Jack Weyant, P.E., Director, DCC
Leslie Johnson, Zoning Administrator, Zoning Administration Division, DPZ

ASSIGNED COUNSEL:
Christopher A. Costa, Assistant County Attorney

ATTACHMENT 1

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on June 6, 2017, at which meeting a quorum was present and voting the following resolution was adopted:

WHEREAS, as a result of the Board of Supervisors' adoption of the FY 2018 budget on May 2, 2017, the functions of the Department of Public Works and Environmental Services (DPWES) directly related to the land development process will be transferred to a new department created from the Land Development Services operational unit that was a part of DPWES; and

WHEREAS, in addition to other provisions of the County Code, parts of the Zoning Ordinance related to the land development process, currently administered by the Director of DPWES, are to be administered by Director of the new department; and

WHEREAS, amendments to the County Code, including the Zoning Ordinance, are necessary to transfer administration of parts of the County Code related to the land development process, including the Zoning Ordinance from the Director of DPWES to the Director of the new Department of Land Development Services by replacing various references to DPWES in the County Code with references to the new department; and

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

NOW THERFORE 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 County Code, including the Zoning Ordinance, as recommended by staff.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT 2

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

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

Proposed Amendments to the Code of the County of Fairfax, Virginia (County Code) Re: Reorganization of the Department of Public Works and Environmental Services to Create a New Department and Assign Administration of Chapters of the County Code to the New Director and Administration of Chapter 119 of the County Code to the Director of the Department of Code Compliance

Authorization to Advertise	June 6, 2017
Planning Commission Hearing	June 29, 2017
Board of Supervisors Hearing	July 11, 2017
Prepared by:	Code Development and Compliance Division JAF (703) 324-1780 June 6, 2017

STAFF REPORT

A. Issue:

Proposed amendments to Chapters 1, 2, 4, 30, 61, 63, 68.1, 71, 101, 103, 104, 107, 112, 117, 118, 119, 122, and 124, and Appendices A and Q of the County Code are necessary due to the reorganization of the Department of Public Works and Environmental Services (DPWES). The proposed amendments will implement the reorganization and transfer administration of Chapters of the County Code to the Director of the new Department of Land Development Services (the "new department") and the Director of the Department of Code Compliance (DCC).

B. Recommended Action:

Staff recommends that the Board of Supervisors (the Board) adopt the proposed amendments as set forth in this Staff Report dated June 6, 2017.

C. Timing:

Board of Supervisors authorization to advertise – June 6, 2017

Planning Commission Public Hearing – June 29, 2017

Board of Supervisors Public Hearing – July 11, 2017

Effective Date – July 12, 2017 at 12:01 a.m.

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendments have been prepared by DPWES and coordinated with the Department of Planning and Zoning, DCC, Department of Health, and the Office of the County Attorney.

F. Background:

As a result of the Board of Supervisors' adoption of the FY 2018 budget on May 2, 2017, the functions of the DPWES directly related to the land development process will be transferred to a new department created from the Land Development Services (LDS) operational unit of DPWES. The creation of this new department will enhance the County's efforts to create a strong focus on the County's regulatory functions and recognizes the critical role that land development services plays in

both the regulatory process and in supporting the Board's economic success strategy. LDS has been functioning as if it were a separate agency reporting directly to the Deputy County Executive for Planning and Development since June 2016. The proposed amendments to the County Code ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly-named officials. The chapters of the County Code that will be administered by the Director of the new department align with current LDS operations. Administration of Chapter 119 (Grass or Lawn Area) is being transferred to the Director of the Department of Code Compliance who has been acting as the agent of the Director of DPWES in enforcing Chapter 119 since DCC's creation in 2010.

G. Proposed Amendments

The proposed amendments provide for the following:

- In Chapter 1 of the County Code, creates a new department separate from DPWES to perform LDS's current functions, and the new department is called the "Department of Land Development Services."
- Assigns administration of Chapters 2 (part), 63, 101, 102, 104, 107, 112 (part), 117, 118, 122, and 124 and Appendix Q of the County Code, and the Public Facilities Manual to the Director of the new department.
- Assigns administration of Chapters 61, 64, 65, 66, and 71 of the County Code to the Director of the new department through the Building Official whom he appoints.
- Assigns administration of Chapter 119 of the County Code to DCC.
- Replaces references to DPWES and the Director of DPWES in Chapters 2, 4, 30, 61, 63, 68.1, 71, 101, 102, 103, 104, 107, 112, 117, 118, 119, 122, 124 and Appendices A and Q of the County Code with references to the new department and its Director.
- In Chapter 2 of the County Code, replace a reference to the Department of Highways of the State with a reference to the Virginia Department of Transportation.
- In Chapter 61 of the County Code, adds employees of the new department to the list of County agencies whose employees cannot be a member of the Board of Building and Fire Prevention Code Appeals.
- In Chapter 103 of the County Code, adds the new department to the list of agencies notified during an air pollution episode.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.
- In Chapter 1 of the County Code, the Director of the new department, or the Director's designee(s), may continue to execute and enforce all subdivision and

site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of the Department of Public Works and Environmental Services or the Director of the Department of Environmental Management.

- In Chapter 1 of the County Code, the Building Official of Fairfax County, Virginia shall be appointed by the Director of the new department.
- In Chapter 1 of the County Code, the reorganization of DPWES into the DPWES and new department shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

H. Regulatory Impact:

None. No new regulations are proposed.

I. Fiscal Impact:

None. The reorganization and creation of the new department under the name LDS was included in the adopted FY2018 budget.

J. Attached Documents:

Attachment 2A – Amendments to Chapter 1 (General Provisions)
Attachment 2B – Amendments to Chapter 2 (Property Under County Control)
Attachment 2C – Amendments to Chapter 4 (Taxation and Finance)
Attachment 2D – Amendments to Chapter 30 (Minimum Private School and Child Care Facility Standards)
Attachment 2E – Amendments to Chapter 61 (Building Provisions)
Attachment 2F – Amendments to Chapter 63 (Excavation and Utility Line Installation)
Attachment 2G – Amendments to Chapter 68.1 (Individual Sewage Disposal Facilities)
Attachment 2H – Amendments to Chapter 71 (Expedited Building Plan Review)
Attachment 2I – Amendments to Chapter 101 (Subdivision Provisions)
Attachment 2J – Amendments to Chapter 102 (Streets and Sidewalks)
Attachment 2K – Amendments to Chapter 103 (Air Pollution Control)
Attachment 2L – Amendments to Chapter 104 (Erosion and Sedimentation Control)
Attachment 2M – Amendments to Chapter 107 (Problem Soils)
Attachment 2N – Amendments to Chapter 112 (Zoning Ordinance)
Attachment 2O – Amendments to Chapter 117 (Expedited Land Development Review)
Attachment 2P – Amendments to Chapter 118 (Chesapeake Bay Preservation Ordinance)
Attachment 2Q – Amendments to Chapter 119 (Grass or Lawn Area)
Attachment 2R – Amendments to Chapter 122 (Tree Conservation Ordinance)

Attachment 2S – Amendments to Chapter 124 (Stormwater Management Ordinance)
Attachment 2T – Amendments to Appendix A (Flood Plains)
Attachment 2U – Amendments to Appendix Q (Land Development Services Fee Schedule)

PROPOSED AMENDMENTS
TO
CHAPTER 1 (GENERAL PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 1-1-16, Reorganization of departments, agencies and offices, by deleting paragraph (a)(5) and adding a new paragraph (b) to read as follows:

(a)(5) The Building Official of Fairfax County, Virginia shall be appointed by the Director of the Department of Public Works and Environmental Services.

(b) Effective July 12, 2017, as a result of prior action by the Board of Supervisors, a new agency to be named the Department of Land Development Services is hereby created from the operational unit of the same name that was part of the Department of Public Works and Environmental Services. It is the intention of the Board of Supervisors, by its adoption of this section, to facilitate this reorganization and to ensure continuity such that actions taken and decisions made prior to July 12, 2017, by Fairfax County officials affected by the reorganization remain in effect on and after July 12, 2017, as if such actions and decisions had been taken or made by the corresponding newly named officials. In furtherance thereof, the following shall apply:

(1) All provisions of the Public Facilities Manual, that refer to the "Director of the Department of Public Works and Environmental Services," the "Department of Public Works and Environmental Services," its divisions, branches or sections, and officials thereof whose positions shall be retitled or changed in the reorganization, shall mean the "Director of the Department of Land Development Services," "Department of Land Development Services," and the corresponding offices, divisions, branches or sections, as the case may be or if no corresponding, specified as the reorganization and separation of part of the Department of Public Works and Environmental Services into the Department of Public Works and Environmental Services and the Department of Land Development Services.

(2) For all provisions in all chapters of this Code, the term “Land Development Services” shall mean the “Department of Land Development Services.” All actions taken and decisions made on and after July 12, 2017, by the Director under the title of “Director of Land Development Services” shall mean the “Director of the Department of Land Development Services.”

(3) The Director of Land Development Services, or the Director's designee(s), shall be the agent of the Board of Supervisors with approval authority over all documents, plats and plans related to the subdivision and site plan process, as provided in Chapter 22, Planning, Subdivision of Land and Zoning, Title 15.2 of the Virginia Code.

(4) The Director of Land Development Services, or the Director's designee(s), may continue to execute and enforce all subdivision and site plan documents, plats and plans, agreements, bonds, letters of credit, escrows and other performance guarantees in the name of the Director of the Department of Public Works and Environmental Services or the Director of

the Department of Environmental Management, as well as in the name of the Director of Land Development Services, as applicable under the circumstances.

(5) The Building Official of Fairfax County, Virginia shall be appointed by the Director of Land Development Services.

(6) The reorganization and separation of the Department of Public Works and Environmental Services into the Department of Public Works and Environmental Services and Land Development Services shall not affect any act done, any penalty incurred or any right established, accrued or accruing on or before July 12, 2017, or any proceeding, prosecution, suit or action pending on that day.

ATTACHMENT 2B

PROPOSED AMENDMENTS
TO
CHAPTER 2 (PROPERTY UNDER COUNTY CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, County Property, Section 2-1-1, Work or construction on land dedicated to public use; permit required; exceptions, to read as follows:

Section 2-1-1. Work or construction on land dedicated to public use; permit required; exceptions.

(a) No person shall do work or any construction within or on any land dedicated to public use or title to which is in the name of the Board of Supervisors or the County, unless and until a permit for such has been obtained from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his agent~~, of the County~~; provided, however, that this shall not apply to the right of way of any street or highway in any system of the ~~Department of Highways of the State~~ Virginia Department of Transportation.

(b) The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, is hereby authorized to attach such conditions to any permits issued as are necessary to insure safe and proper construction and use of the rights of way or land.

Amend Article 1, County Property, Section 2-1-2, Work or construction on public property; application; plans and specifications, to read as follows:

Section 2-1-2. Work or construction on public property; application; plans and specifications.

No permit required by Section 2-1-1 shall be issued except upon a written application on forms as prescribed by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, submitted together with such plans and specifications of the work or construction proposed to be done as the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, may require.

Amend Article 1, County Property, Section 2-1-5, Work or construction; conformity with standards and specifications adopted by Board of Supervisors required; exceptions, to read as follows:

Section 2-1-5. Work or construction; conformity with standards and specifications adopted by Board of Supervisors required; exceptions.

All work and construction done upon rights of way and land shall be done in conformity with the standards and specifications heretofore and hereafter adopted by the Board of Supervisors for such improvements, utilities or facilities, and such improvements, utilities or facilities shall be inspected by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, or his agent, to insure compliance with the approved plans and specifications; provided, however, that the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services may permit construction of driveways and other similar such improvements serving no more than three abutting properties when such construction will not interfere with ultimate construction in accord with adopted standards, and when he shall have obtained acknowledgment in writing in form appropriate for recordation of the temporary nature of such less-than-standard improvement.

PROPOSED AMENDMENTS
TO
CHAPTER 4 (TAXATION AND FINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 20, Payment of Taxes, Section 4-20-2, Payment of Department of Public Works and Environmental Services fees and other fees associated with the development process by credit card, by revising it to read as follows:

Section 4-20-2. Payment of ~~Department of Public Works and Environmental Services~~ Land Development Services fees and other fees associated with the development process by credit card.

Pursuant to *Code of Virginia,* Section 58.1-3013, the Director of Finance is authorized to accept payment of development related fees by use of a credit card. A sum not to exceed four (4) percent (4%) of the amount of the fee will be added as a service charge for the acceptance of such card. Such service charge will not exceed the percentage charged to the County by the credit card company. Furthermore, if any credit card transaction is not paid by the credit card company, the cardholder remains liable for the payment the same as if such credit card transaction had not been tendered. The Director of Finance reserves the right to determine the method of payment of any refunds.

PROPOSED AMENDMENTS
TO
CHAPTER 30 (MINIMUM PRIVATE SCHOOL AND CHILD CARE FACILITY STANDARDS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Private Schools, Nursery Schools and Child Care Centers, Section 30-2-1 Annual permit to operate; application and requirements, by revising paragraph (c) to read as follows:

(c) No permit shall be issued or renewed for any private school, nursery school or child care center which has not obtained appropriate approvals from the Fairfax County Zoning Administrator, the Fairfax County Fire Marshal and the Fairfax County Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services; and no permit shall be issued or renewed for any such school, center or facility which is in violation of applicable County ordinances, County regulations or State law which may affect the health and safety of the children who may attend or be present at such school, center or facility.

PROPOSED AMENDMENTS
TO
CHAPTER 61 (BUILDING PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, Administration and Standards, Section 61-1-2, Definitions, by revising the definition of *Building Official*, to read as follows:

Building Official shall mean that individual, or his duly appointed representative, appointed by the Director~~, Department of Public Works and Environmental Services~~ of Land Development Services, charged with the administration and enforcement of the USBC, as the Code Official, and the Code of the County of Fairfax, Building, Electrical, Mechanical, Plumbing and Gas Provisions.

Amend Article 2, Fairfax County Board of Building and Fire Prevention Code Appeals, Section 61-2-3, Membership, paragraph (a) to read as follows:

(a) To the extent such persons may be available, the membership of the Board shall consist of individuals as follows:

1. A registered design professional who is an architect; or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.

2. A registered design professional with structural engineering or architectural experience.

3. A registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

4. A registered design professional with electrical engineering experience; or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

5. A registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

6. A property manager with at least five years experience.

No official, technical assistant, inspector or other employee of the Departments of Public Works and Environmental Services, Land Development Services, Planning and Zoning, or Fire and Rescue shall serve as a member of the Board.

PROPOSED AMENDMENTS
TO
CHAPTER 63 (EXCAVATION AND UTILITY LINE INSTALLATION)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, In General, Section 63-1-7, Administration and enforcement, by revising it to read as follows:

63-1-7. Administration and enforcement.

This Chapter shall be administered and enforced by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his designee who may cause to be performed such tasks and inspections as he may deem reasonably necessary.

Amend Article 3, The Operator, Section 63-3-1, Excavation requirements, paragraph (b) to read as follows:

(b) Horizontal location of utility lines at the site of excavation shall consist of a permanent marking system approved by the Office of Pipeline Safety of the Department of Transportation, or the State Corporation Commission of Virginia, or a temporary marking system approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, clearly and definitely indicating the horizontal location of the operator's facilities.

ATTACHMENT 2G

PROPOSED AMENDMENTS
TO
CHAPTER 68.1 (INDIVIDUAL SEWAGE DISPOSAL FACILITIES)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 68.1-1-5, Definitions, by revising the definition of *Building Official* to read as follows:

68.1-1-5. Definitions.

Building Official shall mean that individual, or his duly appointed representative, appointed by the Director~~, Department of Public Works and Environmental Services~~ of Land Development Services, charged with the administration and enforcement of the Virginia Uniform Statewide Building Code and the Code of the County of Fairfax, Building, Electrical, Mechanical, and Plumbing and Gas Provisions.

PROPOSED AMENDMENTS
TO
CHAPTER 71 (EXPEDITED BUILDING PLAN REVIEW)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Section 71-1-1, Purpose of Chapter, by revising it to read as follows:

Section 71-1-1. Purpose of Chapter.

The governing body of Fairfax County, Virginia, acting pursuant to the Virginia Code, § 36-105.2, hereby establishes an optional, separate processing procedure for the review of certain building plans. The procedure is called the Expedited Building Plan Review Program, and its purpose is to expedite the County's review of certain qualified building plans, provided such plans meet the requirements of the Virginia Uniform Statewide Building Code. Each component of a plan (i.e., architectural, structural, mechanical, plumbing, and electrical) shall be reviewed by a County-designated peer reviewer prior to submission of the building plan to ~~the~~ Fairfax County ~~Department of Public Works and Environmental Services~~ Land Development Services. Plans reviewed and recommended for submission by County-designated peer reviewers shall qualify for the separate processing procedure.

Amend Section 71-1-2, Definitions, paragraph (2) by revising it to read as follows:

(2) *Building Official* shall mean that individual, or his duly appointed representative, appointed by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, charged with the administration and enforcement of the Virginia Uniform Statewide Building Code (VUSBC) and the Code of the County of Fairfax, Building, Electrical, Mechanical, and Plumbing and Gas Provisions.

PROPOSED AMENDMENTS
TO
CHAPTER 101 (SUBDIVISION PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-1, Procedure, paragraph (1)(B) Notice required, by revising subparagraph (i), to read as follows:

(i) Any person who submits a preliminary subdivision plat, a final subdivision plat when a preliminary subdivision plat and a construction plan are not required, or a construction plan when a preliminary subdivision plat is not required for approval under the provisions set forth in this Section shall submit written proof of notification of all owners of property wholly or partially within 500 feet of the parcel to be subdivided and at least one homeowners' or civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties wholly or partially within 500 feet which lie in an adjoining county or municipality. This notification must be to a minimum of 25 property owners other than the owner of the parcel to be subdivided. If there are fewer than 25 different owners of property wholly or partially within 500 feet of the subject property, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than 25 properties.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising the introduction to read as follows:

The following shall be considered desirable minimum requirements and may be varied or waived only in specific cases by the County Executive or, only in the case of specific requests to waive the public street frontage requirement, by the Board of Supervisors; such variance or waiver may be granted with or without conditions only upon a finding, after consideration of a recommendation from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services subsequent to the notice provisions contained in ~~Section~~ Paragraph 101-2-2(19) herein, or in the case of a specific request to waive the public street frontage requirement, after notice of the public hearings has been sent as provided below, that the waiver or variance of any minimum requirement will not adversely affect adequacy of provisions for those items set forth in Section 101-2-2; provided however, that lots in the R-A, R-P, R-C, or R-E Districts which were created on private streets shall be ineligible for a waiver of the requirement that all parcels shall front on dedicated recorded public streets for any subsequent divisions or redivisions under the Subdivision Ordinance. In the case of a specific request to waive the public street frontage requirement, the Board of Supervisors may grant such a waiver provided the private street which provides access to the application property has been constructed and recorded among the Fairfax County land records on or before June 28, 1993 and provided further that such waiver is in conformance with the applicable recommendations of the

Comprehensive Plan. A lot shall not be eligible for a waiver of public street frontage requirements unless:

1. The requirements of the Subdivision Ordinance pose an unusual hardship not generally shared by other landowners, and
2. The waiver will result in a lot or lots that will be harmonious with and will not adversely affect neighboring properties.

A waiver of public street frontage requirements shall allow no more than one additional lot to be created. The waiver shall be recorded in the land records and shall state that further division of the property by waiver of the public street frontage requirement is precluded.

A waiver of public street frontage requirements may be granted by the Board of Supervisors only following a public hearing before the Planning Commission and the Board of Supervisors and after comment by relevant public safety, land use, and transportation agencies. Notice of such public hearings shall consist of certified letters, return receipt requested, postmarked at least ten (10) working days prior to the Planning Commission public hearing, sent by the applicant to all owners of property abutting and immediately across the street from the parcel to be subdivided and which notice shall advise the recipient of the dates, times and location of the public hearings. Such notice shall also be sent by the applicant to all owners of property on the private street ("affected owners"), civic associations contiguous to affected owners and on file with ~~the Department of Public Works and Environmental Services~~ Land Development Services, and the appropriate district council as designated by the Department. The Planning Commission will provide its recommendation on the proposed waiver to the Board of Supervisors within 60 days of the public hearing before the Planning Commission unless that time limit is waived by the Board of Supervisors.

An application for a waiver or variance shall be deemed to be an acceptance by the applicant that the time period within which the submitted subdivision plat must be acted upon will be stayed until the decision on the pending application for waiver or variance has become final. When a request to vary or waive a requirement of the Subdivision Ordinance is submitted, except for requests to waive the public street frontage requirement, the recommendation of the Director shall not be made for thirty (30) days after notice of the application has been provided pursuant to Chapter 101, Section 101-2-2(19). Interested parties may file written comments which shall become part of the record and considered by the Director prior to his recommendation to the County Executive. The County Executive or the Board of Supervisors, as the case may be, may require, as a condition of any variance or waiver pursuant to this Section, dedication of right-of-way or construction of road improvements or an agreement to dedicate and/or construct such improvements as may now or in the future be reasonably required to assure the adequate provision of the requirements of this Section. Any person aggrieved by the County Executive's decision to grant or deny a variance or waiver pursuant to this Section may appeal such decision to the Board of Supervisors. Appeals of the County Executive's decision concerning any amendment to a previously granted variance or waiver shall relate to that amendment only, and shall not be brought with regard to any other decisions of the County Executive previously subject to appeal. All appeals shall be brought within ten (10) working days of the decision at issue and shall be made by submitting a written statement of appeal to the County Executive and

to the Clerk of the Board. All written statements of appeal shall include the following information: The name(s) and address(es) of the appellant(s); the date of the County Executive's decision; the date of the appeal; the interest of the appellant(s) in the action; and the statute, ordinance, standard or requirement which the appellant(s) believe has been violated by the County Executive.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising paragraph (16) Soil Identification and Soil Report, subparagraph (G) to read as follows:

(G) The following note will be placed on the final subdivision plat where a soil report was required. "Engineering geology and/or soil reports have been reviewed and approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services for the property described herein and are available for review at ~~the Department of Public Works and Environmental Services~~ Land Development Services. Site conditions are of such a nature that land slippage or foundation problem possibilities required the submittal of soil reports. A copy of said soil report is available at ~~the Department of Public Works and Environmental Services~~ Land Development Services."

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-2, Minimum requirements, by revising paragraph (19) Variance or waiver (notice required) to read as follows:

(19) *Variance or waiver (notice required).*

(A) Any person who submits a request for a variance or waiver of the minimum requirements as set forth in this Section shall submit written proof of notification of all owners of property abutting and immediately across the street from the parcels to be subdivided. This notification must be to a minimum of five (5) property owners other than the owner of the parcel to be subdivided, one (1) civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services (DPWES)~~ Land Development Services (LDS) and to the appropriate district council as designated by ~~DPWES~~ LDS and will include adjacent property owners where there are fewer than five (5) property owners abutting and across the street. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Assessment files. All written notice shall be sent by certified mail, return receipt requested.

(B) The written notification required in Paragraph (A) shall include the tax map reference number, the street address of the parcel, the preliminary subdivision plat, final subdivision plat, or construction plan name and County identification number and shall state that: (1) A request for a variance or waiver of the minimum requirements contained in Section 101-2-2 of the Subdivision Ordinance of Fairfax County has been submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services and the nature of the variance or waiver request (summarize the requested variance or waiver); (2) persons wishing to be notified of the approval of the variance or waiver should submit a written request to that effect to the County Office identified in the notice; (3) the address and telephone number of the County

Office where a copy of the variance or waiver request may be reviewed; (4) the variance or waiver request is subject to approval after the expiration of thirty (30) days after the postmark date of the notice unless releases are executed by all property owners, the local civic association, and the district council required to be notified; and (5) if releases are executed by all property owners, the local civic association, and the district council required to be notified, the waiver or variance may be approved sooner than thirty (30) days after the postmark date of the notice.

(C) No waiver or variance shall be approved within thirty (30) days following the postmark date on the white receipts for the certified mailings unless releases are executed by all property owners, the local civic association, and the district council required to be notified. If releases are executed by all property owners, the local civic association, and the district council required to be notified, the waiver or variance may be approved sooner than thirty (30) days after the postmark date on the white receipts for the certified mailings. The original executed releases shall be submitted to the Director on a standard form available from the Director.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-5, Final subdivision plat, by revising paragraph (c)(3) to read as follows:

(3) A boundary survey of the site, with a maximum permissible error of closure within the limit of one in 20,000, related to the Virginia Coordinate System of 1983 (VCS 83) North Zone. Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in feet. If a conversion from meters to feet is necessary, the foot definition used for conversion is the U.S. Survey Foot of 1 ft. = 1200/3937 E+00 meters. Plats may be related to true north or meridian of record for properties located more than 1.24 miles (2.0 kilometers) from one or both of the two (2) nearest VCS 83 monuments, with distance measured along a straight line from each monument to the closest point on the property boundary. Plats for subdivisions creating no more than two (2) lots may be related to true north or meridian of record. Plats referenced to VCS 83 shall be annotated as follows: "The plat of the property shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field run boundary and horizontal control survey that ties this boundary to the Fairfax County Survey Monument (insert number and name of monument and show combined grid and elevation factor) or NOAA/NGS Survey Monument (insert PID number and designation with the combined scale factor)." It is the surveyor's responsibility to ascertain the existence of VCS 83 control monuments to be utilized in their surveys. Assistance will be provided by the ~~Land Survey Branch, Construction Management Division, DPWES~~ County Surveyor, Department of Public Works and Environmental Services, to the extent of granting access to ~~their~~ County records on VCS 83 control data. If using a GPS Static, or Virtual Reference System for deriving horizontal and/or vertical control, coordinates must be stated in VCS 83, North Zone, U.S. Survey Foot units, with NGVD 1929 vertical datum and so stated in the above format.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-5, Final subdivision plat, by revising paragraph (d)(6) to read as follows:

(6) The subdivider or developer shall be entitled to periodic partial releases and final complete release of any bond, escrow, letter of credit, or other performance guarantee required in support of the obligation to construct the facilities covered by such performance guarantee. For

purposes of partial and final complete releases, as provided for in *Virginia Code* §§ 15.2-851.1 and 15.2-2245 and the Public Facilities Manual, the designated administrative agency shall be ~~the Department of Public Works and Environmental Services~~ Land Development Services and all notices, requests and correspondence required under that statute shall be sent to the Director.

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-6, Condominium conversion and cooperative conversion documents, by revising paragraph (b) to read as follows:

(b) *Notification to tenants.* The formal notice required to be given to tenants pursuant to Sections 55-79.94(B) and 55-487(A), Virginia Code, 1950, as amended, shall include a statement informing the tenants of the filing of the documents and information required by Sections 55-79.89, and 55-498, Virginia Code, 1950, as amended, with the Virginia Real Estate Commission and the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services and that said documents and information are available for inspection during normal business hours at such County offices as may be designated by the Director.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-5, Initiation of Pro Rata Road Reimbursement Districts by revising it to read as follows:

Section 101-3-5. Initiation of Pro Rata Road Reimbursement Districts.

A Pro Rata Road Reimbursement District may be initiated pursuant to this Article either by motion of the Board of Supervisors or by the filing of a petition with the Director, Department of Transportation and a copy with the Director, ~~Department of Public Works and Environmental Services~~ Land Development Services by a subdivider or developer who has constructed substantial public road improvements under permits issued after July 1, 1988, which serve an area having related traffic needs. If initiated by motion of the Board, the initial subdivider or developer who would receive the pro rata road reimbursement payments should a district be adopted shall provide staff with the Submission Requirements contained in Section 101-3-7.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-8, Calculation of pro rata road reimbursement payments, by revising paragraph (i)(2) to read as follows:

(2) The required pro rata road reimbursement payments for all uses within the District shall be the sum of the adopted pro rata reimbursement rate, as adjusted above, multiplied by the number of vehicle trips per day estimated to be generated for each use based upon the ITE Trip Generation Manual, provided, however, that trip generation estimates which are lower than those set forth in the ITE Trip Generation Manual may be used if the Director of the Department of Transportation concludes that such lower trip generation rates more accurately reflect the traffic expected to be generated by a particular use. Any such request shall be submitted by the owner of the property which is the subject of a proposed subdivision or site plan at the time the subdivision plat/site plan is filed with ~~the Department of Public Works and Environmental Services~~ Land Development Services, with the original of the request being submitted to the Director of the Department of Transportation, and a copy being submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services with the subdivision

plat/site plan. Any such request shall also include evidence that such owner has provided the initial subdivider or developer with a copy of the request, and has informed the initial subdivider or developer that responses to the request must be filed with the Director of the Department of Transportation and ~~the Department of Public Works and Environmental Services~~ Land Development Services within thirty (30) days of the filing of the request.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-9, Adoption of Pro Rata Road Reimbursement Districts, by revising paragraph (a) to read as follows:

(a) Upon receipt of a petition requesting the establishment of a Pro Rata Road Reimbursement District including all submission requirements, staff of the Department of Transportation will evaluate the request, assisted by staff of ~~the Department of Public Works and Environmental Services~~ Land Development Services, the Department of Planning and Zoning and such other staff as may be necessary.

Amend Article 3, Pro Rata Road Reimbursement Districts, Section 101-3-11, Payment of pro rata road reimbursements, by revising paragraph (g) to read as follows:

(g) In order to be entitled to continue to receive pro rata road reimbursement payments, the initial subdivider or developer must give written notice by certified mail to the Directors of ~~the Department of Public Works and Environmental Services~~ Land Development Services and the Department of Planning and Zoning of any change in his mailing or street addresses from the date of adoption of the District. If the initial subdivider or developer has designated an agent for the purposes of receiving pro rata road reimbursement payments and signing notarized certifications pursuant to paragraph (b) above, then either the agent or the initial subdivider or developer must give such written notice of any change in the mailing or street addresses of the agent from the date of adoption of the District. Failure to give the written notice as required herein within thirty (30) days of such change may cause the initial subdivider or developer to forfeit pro rata road reimbursement payments collected or due after such change

Amend Article 5, Definitions, Section 101-4-1, Definitions, by revising paragraph (4) to read as follows:

(4) Director shall mean the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his agent.

PROPOSED AMENDMENTS
TO
CHAPTER 102 (STREETS AND SIDEWALKS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-1, Numbering of properties and buildings; uniform numbering system adopted, by revising it to read as follows:

Section 102-1-1, Numbering of properties and buildings; uniform numbering system adopted.

A uniform system of numbering properties and principal buildings, as shown on the map identified by the title "Official Street Names and Property Numbering Atlas," which is filed in the office of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services, is hereby established. This atlas and all explanatory matters thereon is hereby adopted and made a part of this Article.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-2, Maintenance of numbering system, by revising it to read as follows:

Section 102-1-2, Maintenance of numbering system

The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall be responsible for maintaining the numbering system, being guided by the provisions of Section 101-1-1.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-3, Assignment of numbers; compliance; separate number; posting, by revising paragraphs (a) and (e) to read as follows:

(a) All properties or parcels of land within the limits of the County shall hereafter be identified by reference to the uniform numbering system adopted by section 102-1-1; provided, all existing numbers of property and buildings not now in conformity shall be changed to conform to the system herein adopted within 30 days from the date of notification of nonconformity by the office of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

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(e) Numbers will be assigned at intervals determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services. Direction of streets will also be determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

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Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-4, Enforcement of numbering system, by revising paragraphs (a) and (c) to read as follows:

(a) Whenever the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services has reason to believe that there has been a violation of any provision of Section 102-1-3(a), (b) or (c), he may give notice of such violation to the person failing to comply with any such provision and order said person to take such corrective measures as are necessary within 30 days from the date of notification.

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(c) If such person fails to comply with the order issued pursuant to this Section, the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services may initiate such actions as are necessary to terminate the violation, including obtaining criminal warrants, applying to courts of competent jurisdiction for injunctive relief, or any other appropriate action.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-6, Numbers to be assigned to each proposed lot, tract and subdivision lots, by revising it to read as follows:

Section 102-1-6 Numbers to be assigned to each proposed lot, tract and subdivision lots.

Numbers will be assigned to each proposed lot or tract on the Surveyor's and the County's copies of preliminary subdivision plats by ~~the office of~~ the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-7, Procurement of number prerequisite to issuance of building permit and final approval of buildings under construction or repair, by revising it to read as follows:

Section 102-1-7 Procurement of number prerequisite to issuance of building permit and final approval of buildings under construction or repair.

No building permit shall be issued for any structure until the owner or developer has procured from the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services the official number of the premises. Final approval of any structure erected or repaired after the effective date of this Section shall be withheld until permanent and proper numbers have been affixed to such structure in accordance with the requirements of Section 102-1-3.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-8, Records of assigned numbers, by revising it to read as follows:

Section 102-1-8 Records of assigned numbers.

The ~~office of the~~ Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall keep a record of all numbers assigned under Section 102-1-3.

Amend Article 1, Property and Building Numbers and Street Names, Section 102-1-9, Street names; adoption; changes, by revising it to read as follows:

Section 102-1-8 Street names; adoption; changes.

Street names as shown on the atlas identified by the title "Official street names and property numbering atlas" are hereby declared the official names of such streets unless officially changed by subsequent action of the Board of Supervisors after referral to ~~the office of~~ the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 2, Definitions, Section 102-2-1, Definitions, Section 102-2-1 Street names; adoption; changes, by revising paragraph (a)(1) it to read as follows:

(1) *Director* ~~*of the Department of Public Works and Environmental Services*~~ shall mean the Director of ~~the Department of Public Works and Environmental Services of Fairfax County, Virginia~~ Land Development Services, or his duly authorized agent.

ATTACHMENT 2K

PROPOSED AMENDMENTS
TO
CHAPTER 103 (AIR POLLUTION CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 3 Regulations, Section 103-3-12 Air pollution episode system, by revising paragraph (b)(3)(B)(iii) to read as follows:

(iii) The Director shall advise the County Executive who shall direct the Directors of the Department of Public Works and Environmental Services, Land Development Services, and the Department of Transportation and the Chief of the Police Department and the Fire Marshal to take appropriate actions within their power, to help abate the level of air pollution.

PROPOSED AMENDMENTS
TO
CHAPTER 104 (EROSION AND SEDIMENTATION CONTROL)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1 Purpose and Administration, Section 104-1-7 Definitions, by revising paragraph (i) to read as follows:

(i) *Director* means the Director of ~~the Department of Public Works and Environmental Services,~~ Land Development Services or his/her agent.

Amend Article 2 Debris Landfill, Section 104-2-3 Definitions, by revising paragraph (b) to read as follows:

(b) *Director* shall mean the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his/her agent.

Amend Article 2 Debris Landfill, Section 104-2-4 Debris landfill permit, by revising paragraph (d) to read as follows:

(d) Any person who has received the appropriate Land Use approval for the operation of a debris landfill, as that term is defined by Section 104-2-3 of this Code, shall submit a Design Plan to the Director, in conformance with the standards defined in Article 1 of this chapter and the *Public Facilities Manual*. The Director, after receiving the recommendations of the Health Department and the Department of Public Works and Environmental Services shall approve or disapprove, with reasons therefor, the Design Plan within forty-five (45) days of the date of submission.

PROPOSED AMENDMENTS
TO
CHAPTER 107 (PROBLEM SOILS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2 Definitions, Section 107-2-1 Definitions, by revising paragraphs (a) and (j) to read as follows:

(a) *Director* means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or designated agent.

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(j) *Problem Soils* shall mean landslide susceptible soils, shrinking and swelling soils, soils with high water table conditions, soils containing hazardous material, buried waste sites, uncompacted and undocumented man-placed fills, and earthen structures that would require special precautions for safety during and after construction activity. Problem soils include areas of Marumsco soils, "marine clays", Class III soils, and Class IV soils, as shown and/or identified on the official map adopted by the Board of Supervisors or any other soil as determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

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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 June 6, 2017, and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 2, Interpretations, Sect. 20-200, Interpretations, by revising Par. 9 to read as follows:

For the purpose of this Ordinance, certain words and terms are to be interpreted as follows:

9. The terms 'Board of Supervisors', 'Planning Commission', 'Board of Zoning Appeals', 'County Executive', 'Director of ~~the Department of Public Works and Environmental~~ Land Development Services', 'Zoning Administrator', 'Health Officer' and other similar offices shall mean the respective Boards, Commissions, and Officers of Fairfax County and/or their duly authorized agents. The use of the term 'Board' shall always mean the Board of Supervisors; the use of the abbreviation 'BZA' shall always mean the Board of Zoning Appeals; the use of the term 'Director' shall always mean the Director of ~~the Department of Public Works and Environmental~~ Land Development Services or duly authorized agent; and the use of the abbreviation 'WMATA' shall always mean the Washington Metropolitan Area Transit Authority.

Amend Article 2, General Regulations, Part 8, Affordable Dwelling Unit Program, as follows:

- **Amend Sect. 2-803, Developments Exempt From the Affordable Dwelling Unit Program, by revising Par. 5 to read as follows:**

  Notwithstanding the provisions of Sect. 802 above, the requirements of this Part shall not apply to the following:

  5. Site plans filed and preliminary subdivision plats approved on or before July 31, 1990; provided such site plan is approved within twenty-four (24) months of the return of the initial submission to the applicant or agent, a building permit(s) for the structure(s) shown on the approved site plan is issued in accordance with Par. 1 of Sect. 17-110 of this Ordinance and provided further that the structure(s) is in fact constructed in accordance with such building permit(s); and provided such preliminary plat is

approved and a final plat is approved and recorded in accordance with the provisions of Chapter 101 of The Code, Subdivision Ordinance.

Site plans filed or preliminary subdivision plats approved on or before July 31, 1990 for developments not exempt under Paragraphs 2, 3 or 4 above may, at the owner's option, be revised or resubmitted, as the case may be, in order to comply with the requirements of this Part. Such revision or resubmission shall be processed expeditiously by ~~the Department of Public Works and Environmental~~ Land Development Services in accordance with the provisions of Par. 4 of Sect. 802 above:

- **Amend Sect. 2-814, Affordable Dwelling Unit Advisory Board, by revising Par. 1C(4) to read as follows:**

1. The Affordable Dwelling Unit (ADU) Advisory Board shall consist of nine (9) members appointed by the Board of Supervisors. Members shall be qualified as follows:

C. Four members shall consist of:

(4) A representative from either the Fairfax County ~~Department of Public Works and Environmental~~ Land Development Services or the Department of Planning and Zoning.

Amend Article 7, Overlay and Commercial Revitalization District Regulations, Part 8, Water Supply Protection Overlay District, Sect. 7-808, Use Limitations, by revising Par. 3 to read as follows:

In addition to the use limitations presented in the underlying zoning district(s), the following use limitations shall apply:

3. Such information shall be referred to ~~the Department of Public Works and Environmental~~ Land Development Services for review in accordance with the provisions of Chapter 67.1 of The Code and other applicable laws and ordinances. When deemed appropriate, the Director of ~~the Department of Public Works and Environmental~~ Land Development Services may furnish a copy of the application and information to the Virginia Department of Environmental Quality and other appropriate agencies.

Amend Article 11, Off-street Parking and Loading, Private Streets, Part 2, Off-street Loading, Sect. 11-202, General Provisions, by revising Par. 10 to read as follows:

10. All off-street loading areas shall comply with such geometric design standards as may be defined by ~~the Department of Public Works and Environmental~~ Land Development Services; but in no event shall the required dimensions be less than fifteen (15) feet wide, twenty-five (25) feet long and fifteen (15) feet high, except that where one (1) such loading space has been provided, any additional loading space lying alongside, contiguous to, and not separated from such first loading space need not be wider than twelve (12) feet.

Amend Article 18, Administration, Amendments, Violations and Penalties, Part 1, Administration, Sect. 18-101, Enforcement of Ordinance, by revising Par. 2 to read as follows:

2. In the administration of the provisions of this Ordinance, the Zoning Administrator shall be assisted by the following officers, departments, committees, agencies and boards:

   A. ~~The Department of Public Works and Environmental~~ Land Development Services.

   B. The boards, commissions, and committees as established in Article 19 or others as may be created by the Board.

   C. Such additional officers, departments, agencies, committees, and boards of the County, State and Federal governments as shall be specified and referred to under the various Sections of this Ordinance.

Amend Article 19, Boards, Commissions, Committees, as follows:

- **Amend Part 5, Tree Commission, Sect. 19-501, Purpose, to read as follows:**

  The purpose of the Tree Commission shall be to provide advice to the Board of Supervisors, based on an annual reevaluation of the experience of the administration and implementation of the provisions set forth in Chapter 104 of The Code and Article 13 of this Ordinance relating to vegetation preservation and planting; to provide leadership in developing an understanding of the objectives and methods of tree conservation; and to assist the Urban Forestry Branch of the Department of Public Works and Environmental Services and Land Development Services in the development and maintenance of technical specifications and guidelines.

- **Amend Part 6, Geotechnical Review Board, as follows:**

  - **Amend Sect. 19-601, Purpose, to read as follows:**

    The purpose of the Geotechnical Review Board shall be to analyze soils reports and associated plans located within areas of problem soils and to give advice and recommendations to the Director of ~~the Department of Public Works and Environmental~~ Land Development Services concerning these areas.

  - **Amend Sect. 19-603, Membership, by revising Par. 3 to read as follows:**

    3. Members of the GRB shall be compensated at the rate determined by the Board of Supervisors for work performed in connection with the review of projects assigned by the Director of ~~Public Works and Environmental~~ Land Development Services.

- **Amend Sect. 19-604, Officers, to read as follows:**

The Director of ~~Site Development~~ Land Development Services shall serve as Secretary and shall be a non-voting member.

- **Amend Sect. 19-605, Meetings, to read as follows:**

Meetings shall be held at the request of the Director of ~~the Department of Public Works and Environmental~~ Land Development Services.

- **Amend Sect. 19-606, Records, to read as follows:**

The records and soils reports for all meetings and correspondence for the GRB shall be maintained in the Office of the Director of ~~Site Development~~ Land Development Services.

- **Amend Sect. 19-607, Powers and Duties, to read as follows:**

The GRB shall review reports, plans and specifications submitted to the Director of ~~Public Works and Environmental~~ Land Development Services in accordance with the provisions of Article 17 of this Ordinance, the Public Facilities Manual, and Chapters 101 and 107 of The Code. The GRB shall recommend approval, approval with modifications or disapproval of said plans and specifications, which recommendations shall not be binding upon the Director of ~~Public Works and Environmental~~ Land Development Services. Its review shall be limited to geotechnical aspects and foundation design.

PROPOSED AMENDMENTS
TO
CHAPTER 117
(EXPEDITED LAND DEVELOPMENT REVIEW)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Section 117-1-2 Criteria for participation in Plans Examiner Program, by revising paragraph (b)(2) to read as follows:

(2) *Board of Supervisor's specified program:* Successful completion of an educational program conducted under the auspices of a state institution of higher education comprised of four college-level land development courses developed by the Engineers and Surveyors Institute (ESI), ~~the Department of Public Works and Environmental Services (DPWES)~~ Land Development Services (LDS), and the Virginia Department of Transportation (VDOT). The instructors in the educational program shall consist of persons in the private and public sectors who are qualified to prepare land development plans. The educational program shall include the comprehensive and detailed study of County ordinances and regulations relating to plans and how they are applied.

Amend Section 117-1-4 Procedure for expedited review, by revising it to read as follows:

Section 117-1-4. - Procedure for expedited review.

The separate processing system may include a review of selected or random aspects of plans as determined by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services rather than a detailed review of all aspects; however, it shall also include periodic detailed review of plans prepared by persons who qualify for the system.

PROPOSED AMENDMENTS
TO
CHAPTER 118
(CHESAPEAKE BAY PRESERVATION ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions and Definitions, Section 118-1-6, Definitions, by revising paragraphs (b) and (h) to read as follows:

(b) *Applicant* means a person who has submitted a plan of development to ~~the Department of Public Works and Environmental Services~~ Land Development Services or an exception request to the Director.

(h) *Director* means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services.

Amend Article 1, General Provisions and Definitions, Section 118-1-9, Chesapeake Bay Preservation Area boundaries, by revising paragraph (d)(1) to read as follows:

(1) RPAs shall include any land characterized by one or more of the following features:

Any person who submits an RPA boundary delineation study for the purpose of reclassifying a water body from perennial to intermittent shall submit written proof of notification (copy of written notification letter and white receipts for certified mailings) of all owners of property abutting and immediately across the street from the parcel(s) containing the water body being studied and a minimum of one homeowners' or civic association within the immediate vicinity as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties abutting and immediately across the street which lie in an adjoining county or municipality. This notification must be to a minimum of ten property owners other than the owner of the parcel for which the study is prepared. If there are fewer than ten different owners of property abutting and immediately across the street from the subject property, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than ten properties. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Assessment files. Notice to homeowners' or civic associations shall be sent to the registered address kept on file with the State Corporation Commission, or if none is on file, to the address kept on file by the County Office of Public Affairs. All written notice shall be sent by certified mail, return receipt requested.

Amend Article 1, General Provisions and Definitions, Section 118-1-9, Chesapeake Bay Preservation Area boundaries, by revising paragraph (d)(7)(i) to read as follows:

(i) A notice of intent to submit a study for a reclassification of a water body depicted on the County's map of Chesapeake Bay Preservation Areas from perennial to intermittent has been

submitted to ~~the Department of Public Works and Environmental Services~~ Land Development Services;

Amend Article 6, Exceptions, Section 118-6-3, Required Notice for Public Hearings, by revising paragraph (c) to read as follows:

(c) Written notice to adjacent property owners: For applications to be heard by the Exception Review Committee, the applicant shall send written notice to all owners of property abutting and immediately across the street from and within 500 feet of the subject property and one homeowner association or civic association within the immediate area as approved by ~~the Department of Public Works and Environmental Services~~ Land Development Services. Such notice shall include notice to owners of properties abutting and immediately across the street and within 500 feet of the subject property which lie in an adjoining county or city. If such notice does not result in the notification of five different property owners, then additional notices shall be sent to other property owners in the immediate vicinity so that notices are sent to different owners of not less than five properties. Notice shall be sent to the last known address of the owner(s) as shown in the current Real Estate Tax Assessment files. Notice to homeowner associations or civic associations shall be sent to the registered office address kept on file with the State Corporation Commission. The applicant shall send a copy of the notification letter to the Board Member in whose district the subject property is located on the same date the abutting property owners are notified. All written notice shall be sent by certified mail, return receipt requested, and postmarked not less than 15 days prior to the hearing as evidenced by the postmark date on the white receipts for the certified mailings. Written notice shall include the tax map reference number, the street address of the parcel, the date, time and place of the hearing, and the nature of the matter before the Exception Review Committee. A party's actual notice of, or participation in, the proceedings for which the written notice is required shall waive the right of that party to challenge the validity of the proceeding due to failure of the party to receive the written notice required.

Amend Article 8, Appeals, Section 118-8-1, Procedures, by revising paragraphs (a) and (c) to read as follows:

(a) An applicant aggrieved by any decision of the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or the Director of the Department of Health in the administration of this Chapter may, within 15 days of such decision, appeal the decision to the Board of Supervisors.

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(c) Such appeal shall be filed with the Clerk to the Board of Supervisors and shall state with specificity the provisions of this Chapter which the applicant alleges to have been violated by the decision and the reasons therefore. A copy of the appeal shall also be delivered to the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services within such 30-day period.

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ATTACHMENT 2Q

PROPOSED AMENDMENTS
TO
CHAPTER 119 (GRASS OR LAWN AREA)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Definitions, Section 119-2-1, Definitions, by revising paragraph (c) to read as follows:

(c) *Director:* The word "Director" shall mean the Director of the Department of ~~Public Works and Environmental Services~~ Code Compliance or his designee.

ATTACHMENT 2R

PROPOSED AMENDMENTS
TO
CHAPTER 122
(TREE CONSERVATION ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 122-1-6, Administration, by revising it to read as follows:

The Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services shall be responsible for the administration and enforcement of this Chapter.

ATTACHMENT 2S

PROPOSED AMENDMENTS
TO
CHAPTER 124
(STORMWATER MANAGEMENT ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 124-1-5, Definitions, by revising the following definitions to read as follows:

"Department" means ~~the Department of Public Works and Environmental Services~~ Land Development Services.

"Director" means the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services or his designee.

PROPOSED AMENDMENTS
TO
APPENDIX A
(FLOOD PLAINS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend the introductory paragraph by revising it to read as follows:

The maps and studies cited below depict areas designated as floodplain by Fairfax County. They represent only a portion of the total area of Fairfax County that satisfies the definition of floodplain in Article 20 of the Zoning Ordinance. Floodplain studies prepared in accordance with the provisions of the Public Facilities Manual which propose changes to the flood elevations and/or flooding limits shown on these maps and studies cited below may be approved by the Director of ~~the Department of Public Works and Environmental Services~~ Land Development Services if physical changes have occurred which have rendered these maps inaccurate or if physical changes are proposed within the existing floodplain which meet the provisions of Part 2-900 of the Zoning Ordinance.

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

Amend introductory paragraph by revising it to read as follows:

This fee schedule establishes the fees charged, by Land Development Services~~,~~ ~~Department of Public Works and Environmental Services~~ and the Fire Marshal, for building and site development activities pursuant to the authority granted by §§ 15.2-2241(A) (9), 15.2-2286(A)(6), 62.1-44.15:54(J), 36-98.3, 36-105, 62.1-44.15:28(A) and 62.1-44.15:29 of the Code of Virginia and Chapters 2 (Property Under County Control), 61 (Building Provisions), 64 (Mechanical Provisions), 65 (Plumbing and Gas Provisions), 66 (Electrical Provisions), 101 (Subdivision Ordinance), 104 (Erosion and Sediment Control Ordinance), 112 (Zoning Ordinance), and 124 (Stormwater Management Ordinance) of the Code of the County of Fairfax, Virginia (the Code).

Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 7

Approval of Traffic Calming Measures and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Springfield, Braddock and Lee Districts)

ISSUE:
Board endorsement of Traffic Calming measures and “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board endorse the traffic calming plan for Spur Road (Attachment I):

- One speed hump on Spur Road (Springfield District)

The County Executive further recommends approval for “Watch for Children” signs on the following roads:

- Grovewood Way (Braddock District)
- Devereux Circle Drive (Lee 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 June 6, 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, 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

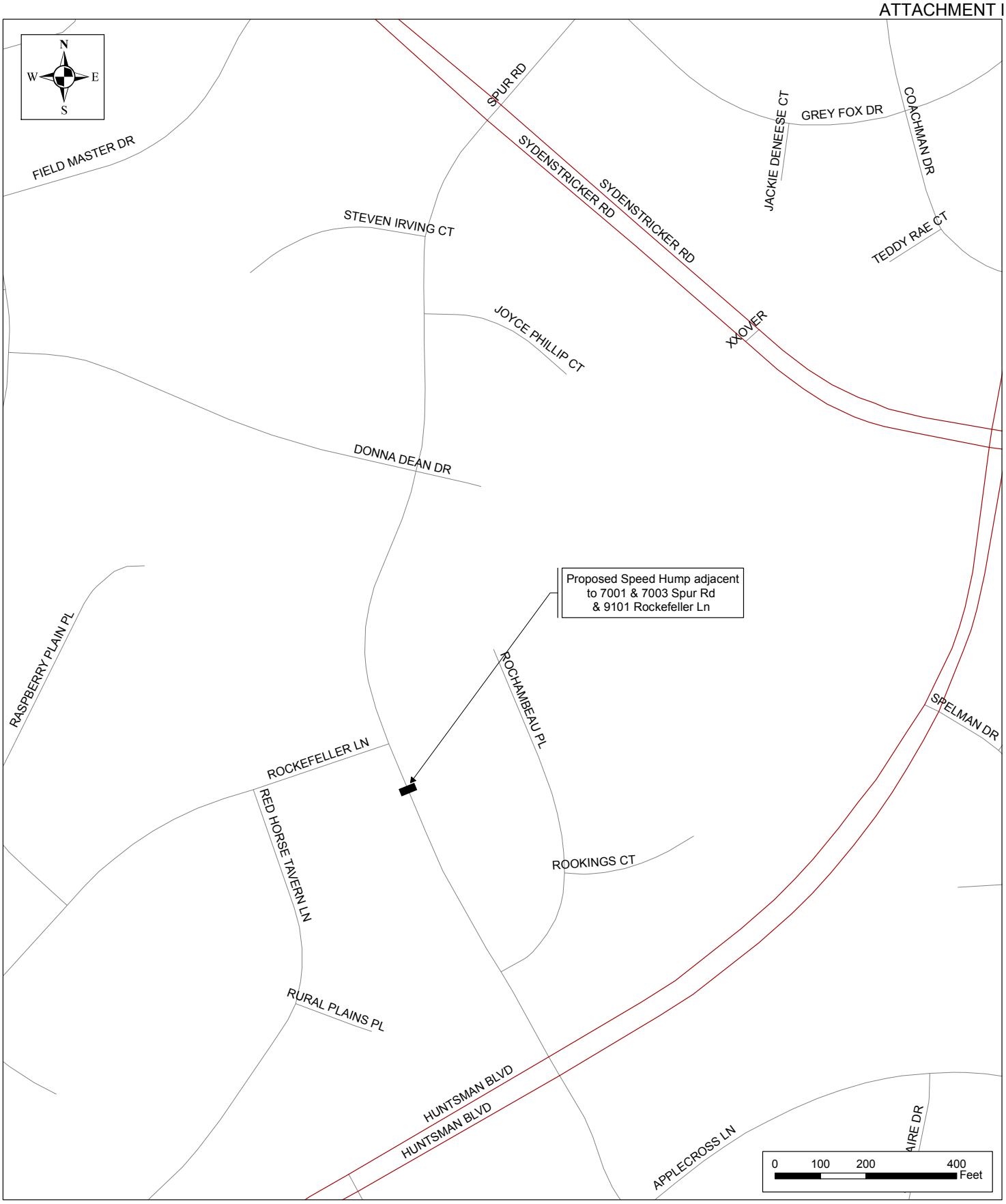
calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On April 19, 2017, (Spur Road, Springfield District), FCDOT received verification from the local Supervisor's office confirming community support for the above referenced traffic calming plan.

The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On April 17, 2017, (Grovewood Way, Braddock District) and on April 18, 2017 (Devereux Circle Drive, Lee District) FCDOT received written verification from the respective local Supervisor's office confirming community support for the referenced "Watch for Children" signs.

FISCAL IMPACT:
Funding in the amount of $7,000 for the traffic calming measures associated with the Spur Road project is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP. Funding in the amount of $300 for the "Watch for Children" signs associated with the Grovewood Way (Braddock District) and Devereux Circle Drive (Lee District) projects is available in Fund100-C10001, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Spur 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
Behnaz Razavi, Transportation Planner, Traffic Engineering Section, FCDOT



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED TRAFFIC CALMING PLAN
SPUR ROAD
Springfield District

Tax Map: 88-2, 88-4

May 2017

Board Agenda Item
June 6, 2017

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Amend Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax Re: Employees' and Uniformed Retirement Systems – Change in Social Security Offset to Service-Connected Disability Benefits

ISSUE:
Authorization to advertise a public hearing to amend Articles 2 and 3 of Chapter 3 of the Code of the County of Fairfax, County Employees. These changes to the Employees' and Uniformed Retirement Systems revise service-connected disability retirement benefits by changing the reduction based on Social Security benefits from 10% to 5% of Social Security benefits.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing regarding amendments to the Employees' and Uniformed Retirement Systems for the purpose of changing the level of service-connected disability benefits. The Boards of Trustees for the Employees' and Uniformed Retirement Systems were advised of and agreed with these recommended changes.

TIMING:
Board action is requested on June 6, 2017, to provide sufficient time to advertise the proposed public hearing on July 11, 2017 at 4:30 p.m.

BACKGROUND:
As part of the approval of the *FY 2017 Third Quarter Review* and adoption of the FY 2018 budget, the Board approved funding to reduce the Social Security offset for service-connected disability retirement benefits for both the Employees' and Uniformed Retirement Systems from 10% to 5%.

The current service-connected disability benefit provisions for the Employees' and Uniformed Retirement Systems are summarized below.

For the Employees' Retirement System: The service-connected disability benefit is two-thirds (66 2/3%) of salary. This benefit is reduced by 10% of Social Security disability benefits received at any age, or, at age 62, by 10% of the age-based Social Security benefit.

For the Uniformed Retirement System: For those retired prior to December 9, 1996, the benefit level is two-thirds (66 2/3%) of salary. If retired after December 8, 1996, there are two possible levels of benefit. The standard benefit is 40% of salary and a severe service-connected disability benefit is 90% of salary.

All three levels of benefits are offset to some extent by Social Security benefits. There is a 10% offset of disability benefits provided by Social Security. This offset occurs regardless of age unless the Social Security benefit is based on a disability other than that for which the employee was retired. If the retiree is not eligible for Social Security disability benefits and is eligible to receive a Social Security benefit based on age, for those with a 66 2/3% or a 90% benefit, there is a 10% offset of the age-based Social Security benefit that occurs at age 62, the first date of eligibility for Social Security benefits.

Benefits in both Systems are also offset by any workers' compensation benefits that are being received.

Proposed Revisions

The proposed amendments would enhance service-connected disability retirement benefits by reducing the Social Security offsets from 10% of the Social Security benefit to 5%, effective with the July 2017 retiree payroll.

FISCAL IMPACT:

Based on the final actuarial analysis, a reduction of the offset provisions from 10% to 5% would increase the liability of the Employees' and Uniformed Retirement Systems by a total of $1.4 million due to applying new provisions to past years of service. As required by the revised funding provisions adopted into the Fairfax County Code by the Board on July 28, 2015, this increase in liability must be fully funded with a one-time employer contribution to avoid creation of any unfunded liability. Total funding of $1.4 million was approved by the Board as part of the *FY 2017 Third Quarter Review* to address this one-time funding requirement based on preliminary actuarial estimates. In accordance with the Fairfax County Code, these increases to the employer contribution rates will be effective beginning in FY 2018. No increase in the employer contribution rates is necessary for FY 2018, though a nominal increase in the rates may be required for the final step in the elimination of the offset.

Board Agenda Item
June 6, 2017

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to Chapter 3, Section 3-2-36
Attachment 2: Amendment to Chapter 3, Section 3-3-37
Attachment 3: Amendment to Chapter 3, Section 3-3-37.3

STAFF:
Joseph Mondoro, Chief Financial Officer
Jeffrey Weiler, Executive Director, Fairfax County Retirement Systems

ASSIGNED COUNSEL:
Benjamin R. Jacewicz, Assistant County Attorney

ATTACHMENT 1

AN ORDINANCE TO AMEND AND REENACT SECTION 3-2-36 OF THE CODE OF THE COUNTY OF FAIRFAX

BE IT ORDAINED that:

I. Section 3-2-36 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-2-36. - Service-connected disability retirement allowance.

(a) Upon service-connected disability retirement under Section 3-2-35, a member shall receive an annual retirement allowance, payable monthly and during his or her lifetime and continued disability, consisting of an amount equal to sixty-six-and-two-thirds percent (66 2/3%) of his or her average final compensation. However, the allowance shall be reduced by ~~ten~~ five percent (5~~10~~%) of the amount of any primary social security benefit to which said member is entitled and by the amount of any compensation paid to the member under the Virginia Workers' Compensation Act for temporary total or partial incapacity.

(b) When the amount of a member's primary social security benefit has once been determined for purpose of applying the ~~ten~~ five percent (5~~10~~%) reduction described above, the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to a member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(c) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act, nor a lump sum payment or portion thereof representing compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-2-35, shall be offset against the member's allowance under this Section; and provided further, that in the event that a member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (20-81-3; 4-83-3; 1-93-3; 23-07-3; 47-08-3; 23-11-3; 66-13-3, § 1.; 2-16-3)

2. The effective date of this Ordinance amending Section 3-2-36 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the retirement allowance due to members who are receiving and allowance for service-connected disability under Section 3-2-35 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the Systems and staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member's allowance to implement this amendment.

ATTACHMENT 2

AN ORDINANCE TO AMEND AND REENACT SECTION 3-3-37 OF THE CODE OF THE COUNTY OF Fairfax County Government

BE IT ORDAINED that:

1. Section 3-3-37 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows:

Section 3-3-37. - Service-connected disability retirement allowance.

(a) Any member who is receiving, or has been approved by the Board to receive, service-connected disability retirement, or who has applied for service-connected disability retirement, or whose employer has submitted as application for service-connected disability retirement for such employee as of December 9, 1996, under Section 3-3-36, shall receive an annual retirement allowance, payable monthly during his or her lifetime and continued disability, consisting of an amount equal to sixty-six-and-two-thirds percent (66 2/3%) of the salary the member received at the time of retirement. This allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity; provided, however, that no reduction shall be made to a member's service-connected disability retirement allowance due to the member's entitlement to social security disability benefits in whole or in part as the result of a disability other than the disability that served as the basis for the award of service-connected disability retirement.

(b) Any member who submits an application for service-connected disability retirement, or for whom his or her employer submits such application under Section 3-3-36 on or after December 9, 1996, shall receive an annual retirement allowance, payable monthly during his or her lifetime and continued disability, consisting of an amount equal to forty percent (40%) of the salary the member received at the time of retirement. However, this allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security disability benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity.

(c) When the amount of a member's primary social security benefit has once been determined for purposes of applying the ~~ten~~ five percent (~~10~~5%) reduction described in Subsections (a) and (b) of this Section, the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to the member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation, the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(d) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act nor a lump sum payment or portion thereof representing

compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-3-36 shall be offset against the member's allowance under this Section; and provided further, that in the event the member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (1961 Code, § 9-107; 11-74-9; 28-77-3; 20-81-3; 34-81-3; 4-83-3; 36-88-3; 29-89-3; 1-93-3; 48-96-3; 10-01-3; 23-07-3; 47-08-3; 23-11-3; 67-13-3, § 1; 3-16-3.)

2. The effective date of this Ordinance amending Section 3-3-37 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the retirement allowance due to member who are receiving an allowance for service-connected disability under Section 3-3-36 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the Systems and the staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member’s allowance to implement this amendment.

ATTACHMENT 3

AN ORDINANCE TO AMEND AND REENACT SECTION 3-3-37.3 OF THE CODE OF THE COUNTY OF FAIRFAX.

BE IT ORDAINED that:

I. Section 3-3-37.3 of the Code of the County of Fairfax is hereby amended and reenacted to read as follows.

Section 3-3-37.3. - Severe service-connected disability retirement allowance.

(a) Any member who retires pursuant to Section 3-3-37.2 shall receive an annual retirement allowance, payable monthly during his or her lifetime, consisting of an amount equal to ninety percent (90%) of the salary the member was entitled to receive at the time of his or her retirement. This allowance shall be reduced by ~~ten~~ five percent (~~10~~5%) of the amount of any primary social security benefit to which the member is entitled and by the amount of any compensation awarded under the Virginia Workers' Compensation Act to the member for temporary total or partial incapacity; provided, that no reduction shall be made to a member's service-connected disability retirement allowance due to the member's entitlement to social security disability benefits in whole or in part as the result of a disability other than the disability that served as the basis for the award of service-connected disability retirement.

(b) When the amount of a member's primary social security disability benefit has once been determined for purposes of applying the ~~ten~~ five percent (~~10~~5%) reduction described in Subsection (a), the amount of the reduction shall not thereafter be increased on account of cost-of-living increases awarded under social security. However, the amount of the reduction shall be increased by an award of a cost-of-living increase to the member's compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act). When the member is no longer entitled to receive payments for temporary total or partial incapacity under the Act because of the limits in the Act as to the total amount of such compensation or as to the period of time that the member is entitled to receive such compensation, the amount of such payments shall no longer be used to reduce the retirement allowance and, accordingly, subsequent monthly payments of the allowance shall be determined as if the original allowance had been computed without the reduction for such payments.

(c) If a member receives his or her compensation for temporary total or partial incapacity under the Virginia Workers' Compensation Act (Act) in the form of a lump sum payment, he or she shall receive no monthly retirement allowance otherwise payable under this Section until such time as the amounts he or she would have received equal the amount of his or her lump sum benefit under the Act; provided, however, neither a lump sum payment or portion thereof representing compensation for permanent total or partial loss or disfigurement under the Act nor a lump sum payment or portion thereof representing compensation for periods of temporary total or partial incapacity which occurred prior to the effective date of the member's retirement under Section 3-3-37.2 shall be offset against the member's allowance under this Section; and provided further, that in the event the member receives a lump sum settlement of benefits that he or she is or may be entitled to in the future under the Act, and said settlement does not specify how much of the lump sum represents settlement of his or her entitlement to temporary total or partial incapacity, as opposed to other benefits, the Board shall determine the portion of such lump sum which in its judgment represents compensation for such benefits. (48-96-3; 10-01-3; 23-07-3; 47-08-3; 23-11-3; 68-13-3, § 1; 3-16-3.)

2. The effective date of this Ordinance amending Section 3-3-37.3 is July 1, 2017. The reduction of the offset for any primary Social Security benefit from 10% to 5% is to be applied to the calculation of the

retirement allowance due to members who are receiving and allowance for service-connected disability under Section 3-3-37.2 on or after the effective date of this Ordinance. This change is prospective in application and is not retroactive. The Board of Trustees of the System and the staff of the Retirement Administration Agency are hereby authorized and directed to make all necessary changes in the calculation of a member's allowance to implement this amendment.

Board Agenda Item
June 6, 2017

ACTION - 1

Approval of an Amended Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Wolf Trap Creek (Hunter Mill District)

ISSUE:
Board of Supervisors' authorization is requested for the County to amend an agreement with the Town of Vienna (Town) that provides additional funding for the design and construction of a stream restoration project on Wolf Trap Creek, which is located in the Town and the Difficult Run Watershed.

RECOMMENDATION:
The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the amended agreement with the Town to provide in-kind services for the design and construction of a stream restoration project on Wolf Trap Creek.

TIMING:
Board approval is requested on June 6, 2017.

BACKGROUND:
On July 28, 2015, the Board authorized the County Executive to sign an agreement with the Town, which provided $445,000 to partially fund the design and construction of a stream restoration project that is located within the Town and the Difficult Run Watershed. A Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF) grant is also being used to implement the project. The County's contribution has been disbursed pursuant to the terms of the August 17, 2015, Agreement.

The project will restore 1,020 linear feet of stream on Wolf Trap Creek, which will provide nutrient reduction and improved water quality in the Difficult Run Watershed. Three bids to construct the project were received by the Town on January 12, 2017. The Total Project Estimate has increased by $78,256 due to higher than originally estimated construction bids. The total cost of the project is estimated to be $968,256. The Town has requested an additional $39,127.45 from the County to help fund the construction of the stream restoration project. Additionally, DEQ has increased its grant award for the project to $484,128.

The Town is within the County's Stormwater Service District, and the County collects revenue from property owners within the Town. Pursuant to the Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna and Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Projects, the parties will use the project benefits towards compliance with their respective Municipal Separate Storm Sewer System permits and Chesapeake Bay Total Maximum Daily Load requirements. Therefore, the County seeks to implement stormwater projects, such as this, that benefit the Town of Vienna, the Town of Herndon, and the County. In addition to the above-described benefits, partnering with the Town on this project will save the County the time and administrative costs that would be incurred if the County implemented the project as part of its stormwater program.

FISCAL IMPACT:
The estimated total cost of the project is $968,256. The County will transfer a total of $484,125 (including the previously disbursed funds) to the Town solely for the purpose of constructing the project, which cannot be used for the cost of any feasibility study or the acquisition of any lands or easements necessary for the completion for the project. The Town will contribute in-kind services for all aspects of the project. DEQ SLAF funds in the amount of $484,128 have been awarded for the Wolf Trap Creek Stream Restoration Project. The Town must reimburse the County funds that are not expended in accordance with the terms of the attached agreement. Funding is currently available in Project SD-000031, Stream and Water Quality Improvements, Fund 400-40100, Stormwater Services, for the County's obligation for this project. Additionally, the amended agreement allows the County to fund, at its sole discretion, cost overruns attributable to change orders and/or related costs that arise during construction.

CREATION OF POSITIONS:
No positions will be created.

ENCLOSED DOCUMENTS:
Attachment 1: Amended Agreement between the Board of Supervisors of Fairfax County, Virginia and the Town of Vienna

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

ATTACHMENT 1

AMENDED AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 2017, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **TOWN OF VIENNA** (the "Town") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Town has been awarded a Stormwater Local Assistance Fund Grant from the Virginia Department of Environmental Quality in the amount of Four hundred eighty-four thousand, one hundred twenty-seven dollars and forty-five cents ($484,127.45) (the "DEQ Grant") for the Wolf Trap Creek Stream Restoration Project (the "Project"), which will be located within the boundaries of the Town and will restore a portion of the body of water known as Wolf Trap Creek/Difficult Run; and

WHEREAS, the location of the Project is at Longitude 39.905 and Latitude 77.246 and is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 39-1 ((02)) 0006, and 39-1 (05) A1; and

WHEREAS, the Project is within the Chesapeake Bay and Potomac River Watersheds; and

WHEREAS, the Town is part of the County's Stormwater Service District and the County, Town, and the Town of Herndon have entered into an agreement known as the "Cooperative Agreement Between the Fairfax County Board of Supervisors, the Town of Vienna, and Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Projects" (the "Cooperative Agreement") to share funds and responsibility to maintain, operate, and improve stormwater systems to meet Chesapeake Bay Total Maximum Daily Load ("TMDL") and other water quality goals. The Cooperative Agreement is attached hereto as Attachment 1 and is incorporated herein by reference; and

WHEREAS, under the Cooperative Agreement, annually, the County pays the Town a percentage of the Stormwater Service District Fees that are collected from residents of the Town (the "Paid Vienna Revenues"); and

WHEREAS, the Town and County agree that under the Cooperative Agreement, Stormwater Service District funds can be used to match the DEQ Grant for the Project because the Project meets the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the Count and Town previously entered an agreement on August 17, 2015 (the "2015 Agreement"), related to this Project; and

WHEREAS, the County and Town intend for this Amended Agreement to supersede and replace the 2015 Agreement for the Project; and

WHEREAS, pursuant to the 2015 Agreement, the County disbursed four hundred forty-five thousand dollars ($445,000.00), which was fifty percent of the estimated total cost of the Project ($890,000.00), the other half of which was to paid using the DEQ Grant.

WHEREAS, the actual project cost is estimated to be nine hundred sixty-eight thousand, two hundred fifty-four dollars and ninety cents ($968,254.90), half of which is to be paid using the DEQ Grant; and

WHEREAS, that County intends to pay an additional thirty-nine thousand, one hundred twenty-seven dollars and forty-five cents ($39,127.45) from the Stormwater Budget for the purpose of supporting the design and construction of the project; and.

WHEREAS, the Town intends to dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. This Amended Agreement supersedes and replaces the 2015 Agreement for this Project.

2. Upon execution of this Amended Agreement, the County shall grant to the Town funds in the amount of thirty-nine thousand, one hundred twenty-seven dollars and forty-five cents ($39,127.45) (the "County Contribution"), to be paid with monies from the County's stream and water quality improvement project fund (SD00000000) of the Stormwater Budget (Fund XXXX). The County Contribution plus the amount granted to the Town under the 2015 Agreement ($445,000) equals Four hundred eighty-four thousand, one hundred twenty-seven dollars and forty-five cents ($484,127.45) (the "Total Contribution").

3. The Total Contribution shall not be charged against the PAID VIENNA REVENUES as set forth in the Cooperative Agreement, but rather, are a separate grant to the Town from the County.

4. The Town shall dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

5. The Town shall expend the DEQ Grant solely for the purpose of supporting the design and construction of the Project when the DEQ Grant is received.

6. The Total Contribution shall be used and expended solely for the purpose of design and constructing the Project but shall not be used for the cost of any feasibility study or acquisition of any lands or easements necessary for the completion of the Project.

7. The Town shall acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.

8. The Town, at its sole expense, shall administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.

9. The Town shall notify the County if the Town, at any time, modifies the scope of the Project, which is generally described herein above and in the Town's "Water Division Application for Stormwater Local Assistance Fund (SLAF) – Stormwater Capital Projects," which was submitted to DEQ for the DEQ Grant (the "Plan"). If the scope of the Project's design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town shall, within 30 days after

notification by the County of such deviation, reimburse to the County the amount of the Total Contribution.

10. The Town shall provide to the County a copy of the final site plan for the Project.

11. The Town shall retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for completion of the Project, and copies of any such invoices and records of payments shall be provided to the County upon request within three business days after such a request.

12. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town shall immediately return any amount of the Total Contribution not expended in accordance with this agreement and all invoices and records of payments related to the Project shall be delivered within 14 days of such abandonment or cessation. "Abandon," as used herein, shall include, but not be limited to, the failure to initiate or the termination of the design or construction before the Project's completion.

13. The County, in its sole discretion, may agree to pay cost overruns that exceed the DEQ Grant and Total Contribution ($968,254.90) and are attributable to change orders and/or related costs that arise during construction of the Project, but only to the extent that such funds are available in the County's stream and water quality improvement project fund (SD0000000) of the Stormwater Budget (Fund XXXX)

14. The Town shall complete the Project not later than two years after this agreement is executed.

15. The Project shall be subject to the Cooperative Agreement, and, as such, the total pollutant load reduction credits for the Project will be apportioned among the parties as established pursuant to the terms of the Cooperative Agreement or any amendments or attachments thereto.

16. This agreement can only be modified in writing and signed by both parties.

[Signatures appear on following page]

ATTACHMENT 1

TOWN OF VIENNA

By:_____
Mayor Laurie A. DiRocco

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

The foregoing Agreement was acknowledged before me by Mayor Laurie A. DiRocco of the Town of Vienna, this _____ day of _____ 2017, on behalf of the Town of Vienna.

_____
Notary Public

My commission expires: _____
Notary Registration Number: _____

ATTACHMENT 1

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

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

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

The foregoing Agreement was acknowledged before me by Edward L. Long Jr., County Executive of Fairfax County, Virginia, on behalf of the Board of Supervisors of Fairfax County, Virginia this _____ day of _____ 2017.

_____
Notary Public

My commission expires: _____

Notary Registration Number: _____

Board Agenda Item
June 6, 2017

ACTION – 2

Approval of Revised Memorandums of Understanding (MOU) Between Fairfax County and the Towns of Herndon and Clifton Authorizing Fairfax County to Bill and Collect Local Delinquent Registration Fees

ISSUE:
Board authorization for the Department of Tax Administration (DTA) to expand its billing and collections to include delinquent local vehicle registration fees for the towns of Herndon and Clifton pursuant to memorandums of understanding (MOUs) in substantially the form provided in Attachment 1.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Director of DTA to sign the attached revised MOUs on or after July 1, 2017, which will permit the County to bill and collect delinquent local vehicle registration fees for the towns of Herndon and Clifton should those jurisdictions likewise sign the MOUs.

TIMING:
Board action is required on June 6, 2017 to allow DTA to commence billing and collections within its routine billing cycle.

BACKGROUND:
Va. Code Ann. § 46.2-752(M), as amended in 2015, authorized counties and towns to enter into reciprocal agreements allowing one jurisdiction to bill and collect local vehicle registration fees on behalf of the other. Following requests from the Mayors of both the Towns of Herndon and Clifton, the Board, in its April 5, 2016 meeting, authorized the Director of DTA to sign MOUs with both towns, allowing DTA to bill and collect their local vehicle registration fees.

While Va. Code Ann. § 46.2-752(M) as written allowed DTA to bill and collect current local registration fees, it did not allow for the billing and collection of delinquent local registration fees. Chapter 119 of the 2017 Session of the Virginia Acts of Assembly removed this limitation (Attachment 2). The revised MOUs will permit the County to collect both current and delinquent local registration fees on behalf of the towns of Herndon and Clifton.

In order to implement this change, the Board would need to authorize the Director of DTA to sign the revised MOUs in substantially the form presented in Attachment 1 and commence the delinquent collections process within the 2017 billing cycle. DTA

will bill and collect these fees, deposit funds to the credit of each town and provide an electronic file accounting for the collected funds. Jurisdictions can withdraw from this MOU upon written notice to the other party and the timing of any such withdrawal will be determined by the Director of DTA depending on where the County is in its billing cycle.

The Town Council for each of the respective Towns are expected to vote on whether to enter into the attached MOUs prior to June 6, 2017. Based on the July 1, 2017 effective date for the Virginia Code amendment, staff recommends that the Board authorize the Director of DTA to sign the MOU on or after July 1, 2017.

FISCAL IMPACT:
NONE

ENCLOSED DOCUMENTS:
Attachment 1 - Memorandums of Understanding with Towns of Herndon and Clifton
Attachment 2 - 2017 Acts of the Virginia General Assembly, Chapter 119

STAFF:
Edward L. Long Jr., County Executive
Joseph M. Mondoro, Chief Financial Officer
Jay Doshi, Director, Department of Tax Administration
E. Scott Sizemore, Director, Revenue Collection Division, DTA
Juan B. Rengel, Director, Personal Property & Business License Division, DTA
Charles R. Spencer, Branch Manager, Revenue Services Branch, DIT
Tony Castrilli, Director, Office of Public Affairs

ASSIGNED COUNSEL:
Daniel Robinson, Assistant County Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE

FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF CLIFTON

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____2017, by the FAIRFAX COUNTY BOARD OF SUPERVISORS ("County") and the TOWN OF CLIFTON ("Town") located within the County of Fairfax. The County and the Town are referred to herein as "the Parties" to this MOU.

On April 5, 2016, the Parties entered into a Memorandum of Understanding ("2016 MOU") pursuant to the authority then conferred by Virginia Code Ann. § 46.2-752(M) that permitted the County Department of Tax Administration (DTA) to collect current, non-delinquent license fees for the Town.

The County currently assesses, bills and collects vehicle personal property taxes from the residents of the Town of Clifton. Pursuant to the 2016 MOU, the County currently bills and collects current, non-delinquent vehicle license fees from the Town residents.

The parties desire to enter into this MOU pursuant to the authority conferred by the 2017 amendments to Virginia Code Ann. §46.2-752(M), to effect this MOU, upon approval of both governing bodies, permitting the County DTA to collect both non-delinquent and delinquent license fees for the Town.

The parties agree as follows:

COLLECTION OF NON-DELINQUENT AND DELINQUENT LICENSE FEES

Upon full execution of this MOU by the parties, and upon compliance with the terms hereinafter stated, the County agrees to accept accounts submitted by the Town for collection and shall account for and pay over such amounts to the Town in the same manner as provided by law.

EFFECTIVE DATE AND TERMINATION OF 2016 MOU

Upon full execution of this MOU by the Parties, the 2016 MOU will be terminated and replaced by this MOU.

AMENDMENT OF CLIFTON TOWN CODE

The Town amended Article 7 of the Clifton Town Code regarding Vehicle Licenses on May 4, 2016 to conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses. The Town shall ensure that Article 7 of the Clifton Town Code regarding Vehicle licenses conforms to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses for the duration of this MOU. If Article 7 of the Clifton Town Code regarding Vehicle Licenses does not conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses at any time during this MOU, then the County shall have no obligations under this MOU.

COOPERATION BETWEEN THE PARTIES

The parties each agree that they will cooperate to achieve the intent of this MOU and in the provision and exchange of information. The Town agrees to timely provide all information and documents requested by the Director of DTA, or his designee, that the Director of DTA deems necessary to comply with the provisions of this MOU. If the Town fails to timely provide all such requested information and documents, then the County shall have no obligations under this MOU for the applicable tax year; provided, however, that within ten (10) days of the discovery of the absence of any requested information, the Director of DTA shall notify the Town of the missing information and documents necessary for the County to perform its obligations. If the Town fails to provide the missing information and documents after such notification in a timely manner sufficient to permit the County to perform its obligations under this MOU, then the County shall have no obligation to perform its obligations for the applicable tax year.

REIMBURSEMENT OF EXPENSES

The Director of DTA will provide the Town with a written estimate of expenses to be incurred, if any, in performance of its obligations under the MOU. The Town shall notify the Director of DTA in writing within 10 business days of receipt of said notice of whether the Town agrees to pay such anticipated expenses. If the Town agrees to pay the anticipated expenses, then the County will perform

its obligations under this MOU. If the Town declines to pay the anticipated expenses, or fails to provide written notice of acceptance within the time period set forth above, then the County shall have no further obligations under this MOU for the applicable tax year.

CONTACT PERSON(S)

For purposes of communication between the County and the Town with regard to the administration of this MOU, the respective contact persons are as follows:

Town of Clifton Contact: Town Clerk (Amanda Christman)

Mailing Address: P.O. Box 309

Clifton, VA 20124

Telephone: 202-415-0377 Email: cliftonclerkva@gmail.com

Fairfax County Contact: Director of Tax Administration (Jay Doshi)

Mailing Address: 12000 Government Center Parkway, Suite 357

Fairfax, VA 22035

Telephone: 703-324-4804 Fax: 703-324-4935 Email:Jay.Doshi@fairfaxcounty.gov

TERMINATION

This MOU may be terminated by the governing body of either the County of Fairfax or the Town of Clifton upon written notice to the other party, which shall be effective when the non-terminating party actually receives the written notice of termination, subject to the qualifying provisions set forth in the remainder of this paragraph. If written notice of termination is received during the tax year, the Director of DTA, in consultation with the Town's Director of Finance, shall be responsible for determining whether there is sufficient time to change the billing process in the current tax year, or whether the MOU termination becomes effective in the following tax year.

Board of Supervisors of Fairfax County, Virginia

By_____
Jay Doshi, Director Department of Tax Administration

Date _____

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Assistant County Attorney

Town of Clifton, Virginia

By _____

Date _____

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE

FAIRFAX COUNTY BOARD OF SUPERVISORS AND THE TOWN OF HERNDON

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____2017, by the FAIRFAX COUNTY BOARD OF SUPERVISORS ("County") and the TOWN OF HERNDON ("Town") located within the County of Fairfax. The County and the Town are referred to herein as "the Parties" to this MOU.

On May 10, 2016, the Parties entered into a Memorandum of Understanding ("2016 MOU") pursuant to the authority then conferred by Virginia Code Ann. § 46.2-752(M) that permitted the County Department of Tax Administration (DTA) to collect current, non-delinquent license fees for the Town.

The County currently assesses, bills and collects vehicle personal property taxes from the residents of the Town of Herndon. Pursuant to the 2016 MOU, the County currently bills and collects current, non-delinquent vehicle license fees from the Town residents.

The parties desire to enter into this MOU pursuant to the authority conferred by the 2017 amendments to Virginia Code Ann. §46.2-752(M), to effect this MOU, upon approval of both governing bodies, permitting the County DTA to collect both non-delinquent and delinquent license fees for the Town.

The parties agree as follows:

COLLECTION OF NON-DELINQUENT AND DELINQUENT LICENSE FEES

Upon full execution of this MOU by the parties, and upon compliance with the terms hereinafter stated, the County agrees to accept accounts submitted by the Town for collection and shall account for and pay over such amounts to the Town in the same manner as provided by law.

EFFECTIVE DATE AND TERMINATION OF 2016 MOU

Upon full execution of this MOU by the Parties, the 2016 MOU will be terminated and replaced by this MOU.

AMENDMENT OF HERNDON TOWN CODE

The Town amended Article VI of Chapter 42 of the Herndon Town Code regarding Vehicle Licenses on May 10, 2016 to conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses excepting Herndon Town Code §42-327 regarding town license amounts. The Town shall ensure that Article VI of Chapter 42 of the Herndon Town Code regarding Vehicle licenses otherwise conforms to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses for the duration of this MOU. If Article VI of Chapter 42 of the Herndon Town Code regarding Vehicle Licenses does not conform to Article 17.2 of Chapter 4 of the Fairfax County Code regarding Vehicle Licenses at any time during this MOU, then the County shall have no obligations under this MOU.

COOPERATION BETWEEN THE PARTIES

The parties each agree that they will cooperate to achieve the intent of this MOU and in the provision and exchange of information. The Town agrees to timely provide all information and documents requested by the Director of DTA, or his designee, that the Director of DTA deems necessary to comply with the provisions of this MOU. If the Town fails to timely provide all such requested information and documents, then the County shall have no obligations under this MOU for the applicable tax year; provided, however, that within ten (10) days of the discovery of the absence of any requested information, the Director of DTA shall notify the Town of the missing information and documents necessary for the County to perform its obligations. If the Town fails to provide the missing information and documents after such notification in a timely manner sufficient to permit the County to perform its obligations under this MOU, then the County shall have no obligation to perform its obligations for the applicable tax year.

REIMBURSEMENT OF EXPENSES

The Director of DTA will provide the Town with a written estimate of expenses to be incurred, if any, in performance of its obligations under the MOU. The Town shall notify the Director of DTA

in writing within 10 business days of receipt of said notice of whether the Town agrees to pay such anticipated expenses. If the Town agrees to pay the anticipated expenses, then the County will perform its obligations under this MOU. If the Town declines to pay the anticipated expenses, or fails to provide written notice of acceptance within the time period set forth above, then the County shall have no further obligations under this MOU for the applicable tax year.

CONTACT PERSON(S)

For purposes of communication between the County and the Town with regard to the administration of this MOU, the respective contact persons are as follows:

Town of Herndon Contact: Director of Finance (Jennie A. Tripoli)

Mailing Address: Town of Herndon, P.O. Box 427
Herndon, VA 20172

Telephone: 703-435-6898 Fax: 703-435-8121 Email: Jennie.Tripoli@herndon-va.gov

Fairfax County Contact: Director of Tax Administration (Jay Doshi)

Mailing Address: 12000 Government Center Parkway, Suite 357
Fairfax, VA 22035

Telephone: 703-324-4804 Fax: 703-324-4935 Email:Jay.Doshi@fairfaxcounty.gov

TERMINATION

This MOU may be terminated by the governing body of either the County of Fairfax or the Town of Herndon upon written notice to the other party, which shall be effective when the non-terminating party actually receives the written notice of termination, subject to the qualifying provisions set forth in the remainder of this paragraph. If written notice of termination is received during the tax year, the Director of DTA, in consultation with the Town's Director of Finance, shall be responsible for determining whether there is sufficient time to change the billing process in the current tax year, or whether the MOU termination becomes effective in the following tax year.

Board of Supervisors of Fairfax County, Virginia

By_____
Jay Doshi, Director Department of Tax Administration

Date _____

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Assistant County Attorney

Town of Herndon, Virginia

By _____
William H. Ashton, II
Acting Town Manager

Date _____

Attest:

_____
Town Clerk

By _____
Jennie A. Tripoli
Director of Finance

Date _____

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

VIRGINIA ACTS OF ASSEMBLY -- 2017 SESSION

CHAPTER 119

An Act to amend and reenact § 46.2-752 of the Code of Virginia, relating to collection of local motor vehicle taxes and license fees.

[S 1211]

Approved February 21, 2017

Be it enacted by the General Assembly of Virginia:

1. That § 46.2-752 of the Code of Virginia is amended and reenacted as follows:

§ 46.2-752. Taxes and license fees imposed by counties, cities, and towns; limitations on amounts; disposition of revenues; requiring evidence of payment of personal property taxes and certain fines; prohibiting display of licenses after expiration; failure to display valid local license required by other localities; penalty.

A. Except as provided in § 46.2-755, counties, cities, and towns may levy and assess taxes and charge license fees on motor vehicles, trailers, and semitrailers. However, none of these taxes and license fees shall be assessed or charged by any county on vehicles owned by residents of any town located in the county when such town constitutes a separate school district if the vehicles are already subject to town license fees and taxes, nor shall a town charge a license fee to any new resident of the town, previously a resident of a county within which all or part of the town is situated, who has previously paid a license fee for the same tax year to such county. The amount of the license fee or tax imposed by any county, city, or town on any motor vehicle, trailer, or semitrailer shall not be greater than the annual or one-year fee imposed by the Commonwealth on the motor vehicle, trailer, or semitrailer. The license fees and taxes shall be imposed in such manner, on such basis, for such periods, and subject to proration for fractional periods of years, as the proper local authorities may determine.

Owners or lessees of motor vehicles, trailers, and semitrailers who have served outside of the United States in the armed services of the United States shall have a 90-day grace period, beginning on the date they are no longer serving outside the United States, in which to comply with the requirements of this section. For purposes of this section, "the armed services of the United States" includes active duty service with the regular Armed Forces of the United States or the National Guard or other reserve component.

Local licenses may be issued free of charge for any or all of the following:

1. Vehicles powered by clean special fuels as defined in § 46.2-749.3, including dual-fuel and bi-fuel vehicles,

2. Vehicles owned by volunteer emergency medical services agencies,

3. Vehicles owned by volunteer fire departments,

4. Vehicles owned or leased by active members or active auxiliary members of volunteer emergency medical services agencies,

5. Vehicles owned or leased by active members or active auxiliary members of volunteer fire departments,

6. Vehicles owned or leased by auxiliary police officers,

7. Vehicles owned or leased by volunteer police chaplains,

8. Vehicles owned by surviving spouses of persons qualified to receive special license plates under § 46.2-739,

9. Vehicles owned or leased by auxiliary deputy sheriffs or volunteer deputy sheriffs,

10. Vehicles owned by persons qualified to receive special license plates under § 46.2-739,

11. Vehicles owned by any of the following who served at least 10 years in the locality: former members of volunteer emergency medical services agencies, former members of volunteer fire departments, former auxiliary police officers, members and former members of authorized police volunteer citizen support units, members and former members of authorized sheriff's volunteer citizen support units, former volunteer police chaplains, and former volunteer special police officers appointed under former § 15.2-1737. In the case of active members of volunteer emergency medical services agencies and active members of volunteer fire departments, applications for such licenses shall be accompanied by written evidence, in a form acceptable to the locality, of their active affiliation or membership, and no member of an emergency medical services agency or member of a volunteer fire department shall be issued more than one such license free of charge,

12. All vehicles having a situs for the imposition of licensing fees under this section in the locality,

13. Vehicles owned or leased by deputy sheriffs; however, no deputy sheriff shall be issued more than one such license free of charge,

14. Vehicles owned or leased by police officers; however, no police officer shall be issued more than one such license free of charge,

15. Vehicles owned or leased by officers of the State Police; however, no officer of the State Police shall be issued more than one such license free of charge,

16. Vehicles owned or leased by salaried firefighters; however, no salaried firefighter shall be issued more than one such license free of charge,

17. Vehicles owned or leased by salaried emergency medical services personnel; however, no salaried emergency medical services personnel shall be issued more than one such license free of charge,

18. Vehicles with a gross weight exceeding 10,000 pounds owned by museums officially designated by the Commonwealth,

19. Vehicles owned by persons, or their surviving spouses, qualified to receive special license plates under subsection A of § 46.2-743, and

20. Vehicles owned or leased by members of the Virginia Defense Force; however, no member of the Virginia Defense Force shall be issued more than one such license free of charge.

The governing body of any county, city, or town issuing licenses under this section may by ordinance provide for a 50 percent reduction in the fee charged for the issuance of any such license issued for any vehicle owned or leased by any person who is 65 years old or older. No such discount, however, shall be available for more than one vehicle owned or leased by the same person.

The governing body of any county, city, or town issuing licenses free of charge under this subsection may by ordinance provide for (i) the limitation, restriction, or denial of such free issuance to an otherwise qualified applicant, including without limitation the denial of free issuance to a taxpayer who has failed to timely pay personal property taxes due with respect to the vehicle and (ii) the grounds for such limitation, restriction, or denial.

The situs for the imposition of licensing fees under this section shall in all cases, except as hereinafter provided, be the county, city, or town in which the motor vehicle, trailer, or semitrailer is normally garaged, stored, or parked. If it cannot be determined where the personal property is normally garaged, stored, or parked, the situs shall be the domicile of its owner. In the event the owner of the motor vehicle is a full-time student attending an institution of higher education, the situs shall be the domicile of such student, provided the student has presented sufficient evidence that he has paid a personal property tax on the motor vehicle in his domicile.

B. The revenue derived from all county, city, or town taxes and license fees imposed on motor vehicles, trailers, or semitrailers shall be applied to general county, city, or town purposes.

C. A county, city, or town may require that no motor vehicle, trailer, or semitrailer shall be locally licensed until the applicant has produced satisfactory evidence that all personal property taxes on the motor vehicle, trailer, or semitrailer to be licensed have been paid and satisfactory evidence that any delinquent motor vehicle, trailer, or semitrailer personal property taxes owing have been paid which have been properly assessed or are assessable against the applicant by the county, city, or town. A county, city, or town may also provide that no motor vehicle license shall be issued unless the tangible personal property taxes properly assessed or assessable by that locality on any tangible personal property used or usable as a dwelling titled by the Department of Motor Vehicles and owned by the taxpayer have been paid. Any county and any town within any such county may by agreement require that all personal property taxes assessed by either the county or the town on any vehicle be paid before licensure of such vehicle by either the county or the town.

C1. The Counties of Dinwiddie, Lee, and Wise may, by ordinance or resolution adopted after public notice and hearing and, with the consent of the treasurer, require that no license may be issued under this section unless the applicant has produced satisfactory evidence that all fees, including delinquent fees, payable to such county or local solid waste authority, for the disposal of solid waste pursuant to the Virginia Water and Waste Authorities Act (§ 15.2-5100 et seq.), or pursuant to § 15.2-2159, have been paid in full. For purposes of this subsection, all fees, including delinquent fees, payable to a county for waste disposal services described herein, shall be paid to the treasurer of such county; however, in Wise County, the fee shall be paid to the county or its agent.

D. The Counties of Arlington, Fairfax, Loudoun, and Prince William and towns within them and any city may require that no motor vehicle, trailer, or semitrailer shall be licensed by that jurisdiction unless all fines owed to the jurisdiction by the owner of the vehicle, trailer, or semitrailer for violation of the jurisdiction's ordinances governing parking of vehicles have been paid. The provisions of this subsection shall not apply to vehicles owned by firms or companies in the business of renting motor vehicles.

E. If in any county imposing license fees and taxes under this section, a town therein imposes like fees and taxes on vehicles of owners resident in the town, the owner of any vehicle subject to the fees or taxes shall be entitled, on the owner's displaying evidence that he has paid the fees or taxes, to receive a credit on the fees or taxes imposed by the county to the extent of the fees or taxes he has paid to the town. Nothing in this section shall deprive any town now imposing these licenses and taxes from increasing them or deprive any town not now imposing them from hereafter doing so, but subject to the limitations provided in subsection D. The governing body of any county and the governing body of any town in that county wherein each imposes the license tax herein provided may provide mutual agreements so that not more than one license plate or decal in addition to the state plate shall be required.

F. Notwithstanding the provisions of subsection E, in a consolidated county wherein a tier-city exists, the tier-city may, in accordance with the provisions of the agreement or plan of consolidation, impose license fees and taxes under this section in addition to those fees and taxes imposed by the county, provided that the combined county and tier-city rates do not exceed the maximum provided in subsection A. No credit shall be allowed on the fees or taxes imposed by the county for fees or taxes paid to the tier-city, except as may be provided by the consolidation agreement or plan. The governing body of any county and the governing body of any tier-city in such county wherein each imposes the license tax herein may provide by mutual agreement that no more than one license plate or decal in addition to the state license plate shall be required.

G. Any county, city, or town may by ordinance provide that it shall be unlawful for any owner or operator of a motor vehicle, trailer, or semitrailer (i) to fail to obtain and, if any required by such ordinance, to display the local license required by any ordinance of the county, city or town in which the vehicle is registered, or (ii) to display upon a motor vehicle, trailer, or semitrailer any such local license, required by ordinance to be displayed, after its expiration date. The ordinance may provide that a violation shall constitute a misdemeanor the penalty for which shall not exceed that of a Class 4 misdemeanor and may, in the case of a motor vehicle registered to a resident of the locality where such vehicle is registered, authorize the issuance by local law-enforcement officers of citations, summonses, parking tickets, or uniform traffic summonses for violations. Any such ordinance may also provide that a violation of the ordinance by the registered owner of the vehicle may not be discharged by payment of a fine except upon presentation of satisfactory evidence that the required license has been obtained. Nothing in this section shall be construed to require a county, city, or town to issue a decal or any other tangible evidence of a local license to be displayed on the licensed vehicle if the county's, city's, or town's ordinance does not require display of a decal or other evidence of payment. No ordinance adopted pursuant to this section shall require the display of any local license, decal, or sticker on any vehicle owned by a public service company, as defined in § 56-76, having a fleet of at least 2,500 vehicles garaged in the Commonwealth.

H. Except as provided by subsections E and F, no vehicle shall be subject to taxation under the provisions of this section in more than one jurisdiction. Furthermore, no person who has purchased a local vehicle license, decal, or sticker for a vehicle in one county, city, or town and then moves to and garages his vehicle in another county, city, or town shall be required to purchase another local license, decal, or sticker from the county, city, or town to which he has moved and wherein his vehicle is now garaged until the expiration date of the local license, decal, or sticker issued by the county, city, or town from which he moved.

I. Purchasers of new or used motor vehicles shall be allowed at least a 10-day grace period, beginning with the date of purchase, during which to pay license fees charged by local governments under authority of this section.

J. The treasurer or director of finance of any county, city, or town may enter into an agreement with the Commissioner whereby the Commissioner will refuse to issue or renew any vehicle registration of any applicant therefor who owes to such county, city or town any local vehicle license fees or delinquent tangible personal property tax or parking citations. Before being issued any vehicle registration or renewal of such license or registration by the Commissioner, the applicant shall first satisfy all such local vehicle license fees and delinquent taxes or parking citations and present evidence satisfactory to the Commissioner that all such local vehicle license fees and delinquent taxes or parking citations have been paid in full. The Commissioner shall charge a reasonable fee to cover the costs of such enforcement action, and the treasurer or director of finance may add the cost of this fee to the delinquent tax bill or the amount of the parking citation. The treasurer or director of finance of any county, city, or town seeking to collect delinquent taxes or parking citations through the withholding of registration or renewal thereof by the Commissioner as provided for in this subsection shall notify the Commissioner in the manner provided for in his agreement with the Commissioner and supply to the Commissioner information necessary to identify the debtor whose registration or renewal is to be denied. Any agreement entered into pursuant to the provisions of this subsection shall provide the debtor notice of the intent to deny renewal of registration at least 30 days prior to the expiration date of a current vehicle registration. For the purposes of this subsection, notice by first-class mail to the registrant's address as maintained in the records of the Department of Motor Vehicles shall be deemed sufficient. In the case of parking violations, the Commissioner shall only refuse to issue or renew the vehicle registration of any applicant therefor pursuant to this subsection for the vehicle that incurred the parking violations. The provisions of this subsection shall not apply to vehicles owned by firms or companies in the business of renting motor vehicles.

K. The governing bodies of any two or more counties, cities, or towns may enter into compacts for the regional enforcement of local motor vehicle license requirements. The governing body of each participating jurisdiction may by ordinance require the owner or operator of any motor vehicle, trailer, or semitrailer to display on his vehicle a valid local license issued by another county, city, or town that is a party to the regional compact, provided that the owner or operator is required by the jurisdiction of situs, as provided in § 58.1-3511, to obtain and display such license. The ordinance may also provide

that no motor vehicle, trailer, or semitrailer shall be locally licensed until the applicant has produced satisfactory evidence that (i) all personal property taxes on the motor vehicle, trailer, or semitrailer to be licensed have been paid to all participating jurisdictions and (ii) any delinquent motor vehicle, trailer, or semitrailer personal property taxes that have been properly assessed or are assessable by any participating jurisdiction against the applicant have been paid. Any city and any county having the urban county executive form of government, the counties adjacent to such county and towns within them may require that no motor vehicle, trailer, or semitrailer shall be licensed by that jurisdiction or any other jurisdiction in the compact unless all fines owed to any participating jurisdiction by the owner of the vehicle for violation of any participating jurisdiction's ordinances governing parking of vehicles have been paid. The ordinance may further provide that a violation shall constitute a misdemeanor the penalty for which shall not exceed that of a Class 4 misdemeanor. Any such ordinance may also provide that a violation of the ordinance by the owner of the vehicle may not be discharged by payment of a fine and applicable court costs except upon presentation of satisfactory evidence that the required license has been obtained. The provisions of this subsection shall not apply to vehicles owned by firms or companies in the business of renting motor vehicles.

L. In addition to the taxes and license fees permitted in subsection A, counties, cities, and towns may charge a license fee of no more than $1 per motor vehicle, trailer, and semitrailer. Except for the provisions of subsection B, such fee shall be subject to all other provisions of this section. All funds collected pursuant to this subsection shall be paid pursuant to § 51.1-1204 to the Volunteer Firefighters' and Rescue Squad Workers' Service Award Fund to the accounts of all members of the Fund who are volunteers for fire departments or emergency medical services agencies within the jurisdiction of the particular county, city, or town.

M. In any county, the county treasurer or comparable officer and the treasurer of any town located wholly or partially within such county may enter into a reciprocal agreement, with the approval of the respective local governing bodies, that provides for the town treasurer to collect ~~current, non-delinquent~~ license fees or taxes on any motor vehicle, trailer, or semitrailer owed to the county *that are non-delinquent, delinquent, or both* or for the county treasurer to collect ~~current,~~ *license fees or taxes on any motor vehicle, trailer, or semitrailer owed to the town that are* non-delinquent ~~license fees or taxes owed to the town~~*, delinquent, or both*. A treasurer or comparable officer collecting any such license fee or tax pursuant to an agreement entered into under this subsection shall account for and pay over such amounts to the locality owed such license fee or tax in the same manner as provided by law. As used in this subsection, with regard to towns, "treasurer" means the town officer or employee vested with authority by the charter, statute, or governing body to collect local taxes.

Board Agenda Item
June 6, 2017

ACTION – 3

Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2017 A (County Facilities Projects) for the Lewinsville Project (Dranesville District) and Fairfax County Economic Development Authority Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) for the Merrifield Human Services Center Refinancing (Providence District)

ISSUE:
Board approval of a resolution to authorize and request the sale of Fairfax County Economic Development Authority Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (the "Series 2017 A Bonds") for the Lewinsville project and Fairfax County Economic Development Authority Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the "Series 2017 B Bonds") for the Merrifield Human Services Center refinancing.

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

1. Approval of the Resolution which requests the Fairfax County Economic Development Authority ("EDA") to issue facilities revenue and refunding bonds to the aforementioned Projects (the "County Resolution"); and
2. Approval of the form of the Preliminary Official Statement, Installment Purchase Contract, Bond Purchase Agreement, Continuing Disclosure Agreement, Fourth Supplemental Trust Agreement; and
3. Authorizes the execution and delivery of the documents and authorizes the Chairman, Vice Chairman, the County Executive or the Chief Financial Officer to determine and approve certain details of the transaction.

TIMING:
Board action is requested on June 6, 2017.

BACKGROUND:
This plan of finance will have similar bond sale documentation to the three previous series of Fairfax County Facilities Revenue Bonds (School Board Central Administration Building in 2005; Merrifield Human Services Center/Providence Community Center in 2012; and the Public Safety Headquarters/Workhouse Arts Foundation in 2014) wherein the County pledges, subject to annual appropriation, to make payments sufficient to pay debt service on the EDA bonds. County staff anticipates this plan of finance to be considered by the EDA as part of their June 12, 2017 meeting.

Lewinsville
The 8.65 acre Lewinsville property is located at 1609 Great Falls Street in McLean. The property's existing facility, originally the Lewinsville Elementary School, was constructed in 1961 and contains approximately 38,355 square feet. Transferred from Fairfax County Public Schools to the Board of Supervisors in 1985, the building now houses the Lewinsville Senior Center, the 22 unit affordable senior Lewinsville residences, an adult day health care center, and a nonprofit and for profit child day care centers. The site, which is currently zoned R-3, also contains athletic fields.

The new senior and daycare center facility will be owned by Fairfax County and house a senior center, adult day health care center and a private child daycare center and a nonprofit child daycare center. This facility will be designed, constructed, operated, and financed by Fairfax County. The project site will also include Senior Independent Living Residences designed, constructed, owned and operated by the developer, Wesley-Hamel, at no cost to the County, under a long term ground lease. The proposed senior residences will contain 82 rental units affordable to seniors earning between 30 percent and 60 percent of the area median income.

The total project estimate for the County portion of the Lewinsville project is $17.725 million. This amount also includes a reimbursement of $1.625 million to the County as these funds were required prior to the bond sale for advance work relating to predevelopment costs and to the preparation and filing of the initial site plan for design and engineering. The Department of Public Works and Environmental Services (DPWES) bid this project out in May 2017. The bonds will be sold on a taxable basis to account for flexibility with the current lease occupants due to the nonprofit and for profit child daycare providers in the building. The County Resolution (Attachment 1) requests the EDA to issue the Bonds in an amount not to exceed a total of $20 million to provide for flexibility as final bids from contractors are due at the end of June 2017. The bond sale will be based on the final verified bid number from DPWES staff, and is tentatively planned for the week of July 10, 2017. Construction on the County owned facilities is scheduled to begin in September 2017 and anticipated to be completed by September 2019.

Merrifield Human Services Center / Providence Community Center
On March 20, 2012 the Board of Supervisors approved a plan of finance that provided funding for the design and construction of the facility to replace the former Woodburn Mental Health Center and consolidated other Fairfax-Falls Church Community Services Board (CSB) programs from various leased spaces. In addition, bond funds also provided for the construction of the Providence Community Center, which provides a comprehensive program of community services and recreational, educational, and cultural activities serving the Providence District of the County. This project was partially funded by a proffered commitment from the developer as part of MetroWest rezoning case.

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. There is currently $61 million in outstanding principal on the bonds. Assuming market conditions as of May 1, 2017, $27 million of these bonds meet the County's minimum savings threshold. At this level, the refunding would generate net present value savings of approximately $1.9 million or 7.0 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.

FISCAL IMPACT:
The County will utilize bond financing for the $17.725 million total project estimate through the Fairfax County EDA. Project costs will be charged to the Lewinsville Redevelopment Project (HS-00011) in Fund 30010, General Construction and Contributions. The debt service payments on the Lewinsville project, estimated at $1.3 million as of market conditions on May 1, 2017, will be paid from Fund 20000, the Consolidated County and Schools Debt Service Fund. This project has been included as part of the County's out year financial forecast and debt ratio projections, as cited in the FY 2018- FY 2022 Adopted Capital Improvement Program.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution of Approval
Attachment 2: Bond Sale Schedule of Events
Attachment 3: Installment Purchase Contract
Attachment 4: Fourth Supplemental Trust Agreement
Attachment 5: Preliminary Official Statement
Attachment 6: Bond Purchase Agreement
Attachment 7: Continuing Disclosure Agreement

STAFF:
Patricia D. Harrison, Deputy County Executive
Joseph Mondoro, Chief Financial Officer
James Patteson, Director, Department of Public Works and Environmental Services
Thomas Fleetwood, Director, Department of Housing and Community Development, (HCD)
Hossein Malayeri, Deputy Director, Real Estate, Finance and Development, HCD
Joseph LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:
Patricia McCay, Assistant County Attorney
Ryan Wolf, Assistant County Attorney

RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS FAIRFAX COUNTY FACILITIES REVENUE BONDS SERIES 2017 A (COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE) AND, SUBJECT TO FAVORABLE FINANCIAL MARKET CONDITIONS, ITS FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS, SERIES 2017 B (COUNTY FACILITIES PROJECTS); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE CONTRACT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ALL FOR THE PURPOSE OF PROVIDING FOR THE FINANCING OF THE CONSTRUCTION AND IMPROVEMENT OF AN ADULT DAY CARE FACILITY, CHILD DAY CARE CENTERS AND A SENIOR CENTER AND, IF APPLICABLE, REFUNDING CERTAIN OF THE AUTHORITY'S FAIRFAX COUNTY FACILITIES REVENUE BONDS SERIES 2012 A (COMMUNITY SERVICES FACILITIES PROJECTS); APPROVING THE FORM OF A FOURTH SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND AUTHORIZING THE APPROVAL OF THE COUNTY TO SUCH AGREEMENT; APPROVING THE MAKING A CONTINUING DISCLOSURE UNDERTAKING; AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County, Virginia (the "County"), has determined to approve the construction and improvement of a facility to serve as an adult day care facility, two child day care centers and a senior center or for other potential County approved purposes (the "Lewinsville Community Services Facilities Projects"); and

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

WHEREAS, EDA has previously issued its Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "2012 A Bonds") under the Master Trust Agreement for the purpose of financing the construction and improvement of a mental health center, related parking garage and a community center; and

WHEREAS, the Board has determined to request EDA to refund certain outstanding 2012 A Bonds, subject to favorable financial market conditions (the "Bonds to be Refunded"), to achieve debt service savings (the "Refunding Plan"); and

WHEREAS, the County hereby requests EDA to consider a resolution authorizing the financing of certain costs of the Lewinsville Community Services Facilities Projects and the

refunding of the Bonds to be Refunded by issuing bonds pursuant to Sections 208 and 209 of the Master Trust Agreement and a Supplemental Agreement (hereinafter defined) and approving the necessary documents to effect such financing and related transactions; and

WHEREAS, the Board has determined to approve the form of a fourth supplemental trust agreement (the "Supplemental Agreement") between EDA and the Trustee, supplementing the Master Trust Agreement, that will provide for the issuance of one or more series of Bonds, to be designated "Fairfax County Economic Development Authority Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable)" (the "2017 A Bonds") and Fairfax County Economic Development Authority Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the "2017 B Bonds" and together with the 2017 A Bonds, the "2017 Bonds"); and

WHEREAS, there has been presented to the Board a proposed Installment Purchase Contract (the "Installment Purchase Contract") by the terms of which the EDA will sell to the County EDA's interest in the Lewinsville Community Services Facilities Projects, and the County will agree to make Basic Payments and Additional Payments (as defined in the Installment Purchase Contract) therefor, on the terms and conditions therein set forth, sufficient to pay the principal of and interest on the 2017 Bonds issued by EDA to pay the cost of the Lewinsville Community Services Facilities Projects and refund the Bonds to be Refunded and related expenses; and

WHEREAS, in the event of a negotiated sale for the 2017 Bonds, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the underwriters for the 2017 Bonds (the "Underwriters") and approved by the County, which provides for the sale of the 2017 Bonds to the Underwriters (the "Bond Purchase Agreement"); and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the 2017 Bonds, the security therefor, EDA, the County, the Lewinsville Community Services Facilities Projects and the Refunding Plan (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 amended, under a continuing disclosure undertaking in the form of the continuing disclosure agreement presented to the Board (the "Continuing Disclosure Agreement"); and

WHEREAS, the Board has duly reviewed and considered the forms of the Supplemental Agreement, the Installment Purchase Contract, the Preliminary Official Statement, the Bond Purchase Agreement and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the County Executive and the Chief Financial Officer of the County (each a "Delegate") the power to approve the sale of the 2017 Bonds and the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. EDA is hereby requested to authorize and issue the 2017 A Bonds in an aggregate principal amount not to exceed $20 million (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of financing the construction and improvement of the Lewinsville Community Services Facilities Projects, as provided in the Master Trust Agreement and the Supplemental Agreement on a date no later than June 30, 2018, and the 2017 B Bonds in an aggregate principal amount not to exceed $60 million (which includes underwriting and net bond discounts, closing costs, and issuance expenses), for the purpose of refunding the Bonds to be Refunded as provided in the Master Trust Agreement and the Supplemental Agreement on a date no later than June 30, 2018.

The 2017 Bonds may upon the approval of the EDA Chairman, the EDA Vice Chairman or other authorized officer and with the consent of the County Executive or the Chief Financial Officer be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to the County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County and (ii) the underwriter(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, 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 or approve the 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 provisions of this Resolution or the resolution to be approved by the EDA Board of Commissioners relating to the 2017 Bonds (the "EDA Resolution") and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

In the alternative, such 2017 Bonds 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. If such 2017 Bonds shall be sold in a competitive sale, such 2017 Bonds are requested to be awarded to the bidder submitting the best bid (determined in accordance with the requirements of a notice calling for bids by underwriters for the purchase of the 2017 Bonds (the "Notice of Sale") and the terms set forth in the EDA Resolution) and each Delegate is hereby authorized to request EDA to award the 2017 Bonds to such best bidder. The Notice of Sale shall not contain terms or requirements contradictory to the provisions of this Resolution or the EDA Resolution.

SECTION 2. The form of the Supplemental Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the 2017 Bonds, is hereby approved in such form and containing substantially the terms and provisions therein set forth.

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

SECTION 4. In the event that the 2017 Bonds are sold in a negotiated sale, the form of Bond Purchase Agreement presented to this meeting, providing for the purchase of the 2017 Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute an approval to such Bond Purchase Agreement and the related letter of representation in such form and containing substantially the same terms and provisions with such additions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

SECTION 5**.** In the event that the 2017 Bonds are sold in a competitive sale, the distribution, publication and use of the Notice of Sale for purposes of the sale of the 2017 Bonds is hereby approved. Bids shall be received electronically via the BiDCOMP/PARITY Competitive Bidding System.

SECTION 6. 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 winning bidders or underwriters of the 2017 Bonds of a final Official Statement relating to the 2017 Bonds (the "Official Statement") is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such minor changes, insertions and omissions as may be approved by a Delegate.

SECTION 7. The form of the Continuing Disclosure Agreement presented to this meeting be, and the same hereby is, approved, and the Chairman or Vice Chairman of the Board or a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval.

SECTION 8. The execution and delivery by the Chairman or Vice Chairman of the Board or a Delegate of the Installment Purchase Contract, the Bond Purchase Agreement and 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 their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 9. The members, officers and employees of the Board and the County, EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the 2017 Bonds, the Master Trust Agreement, the Supplemental Agreement, the Installment Purchase Contract, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the 2017 Bonds, the Master Trust Agreement, the Supplemental Agreement, the Installment Purchase Contract, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Agreement and also to do all acts and things required of them by the provisions of this Resolution.

SECTION 10. The officers of the Board and the County are authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to

the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 11. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 12. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Master Trust Agreement or the Supplemental Agreement.

SECTION 13. This resolution shall take effect immediately upon its adoption.

A Copy Teste:

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Clerk to the Board of County Supervisors

Attachment 2

DRAFT Bond Sale Schedule
Fairfax County, Virginia Economic Development Authority
Facilities Revenue and Refunding Bonds (Lewinsville), Series 2017A&B

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Week of	Activity & Event	Responsible Party
April 24th	Draft of County Resolution, EDA Resolution, POS, BPA, Installment Purchase Contract, and Supplemental Trust (collectively, "Bond Documents") distributed	NRF
	Distribute Underwriter Letter	PFM
May 1st	Tues, May 2nd – Board Titles due	FX
	Comments due on Bond Documents	All
May 8th	Mon, May 8th – Bond Documents submitted for Board package	NRF
	Tues, May 9th – Board Item due	FX
	Mon, May 8th – Project bid distributed	FX
	Underwriter proposals due	--
May 29th	Mon, May 29th – Memorial Day Holiday	--
	Documents needed for EDA Board package [confirm date]	EDA
	Revised draft of Bond Documents distributed	NRF
	Underwriter selected	FX, PFM
June 5th	**Tues, June 6th – County Board considers project & Bond Documents**	FX
	Tues, June 7th – New IRS Issue Price Regulations become effective	--
	Send draft documents to rating agencies	PFM
June 12th	Mon, June 12th – EDA considers Bond Documents	FX
	Project bid opening	FX
	Brief calls with rating analysts	FX, PFM
June 19th	POS review call	NRF, FX, PFM
June 26th	Receive bond ratings	--
	Due Diligence Call	UWC
July 3rd	Tues, July 4th – Independence Day Holiday	--
	Wed, July 5th – Post POS	NFR
July 10th	Wed, July 12th – Bond Pricing	UW, PFM, FX
July 17th	Finalize closing documents and post OS	NRF
July 24th	Thurs, July 27th – Closing & investment of bond proceeds	All
September	Max NTP (90 days from bid opening)	FX

Legend:
FX = Fairfax County
EDA = Fairfax County Economic Development Authority
PFM = Public Financial Management Inc., Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel
UW = Underwriter, TBD
UWC = Underwriters' Counsel, TBD

Attachment 3

INSTALLMENT PURCHASE CONTRACT

between

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Seller,

and

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Purchaser,

relating to

FAIRFAX COUNTY
2017 COUNTY FACILITIES PROJECTS

_____

Dated as of ____ 1, 2017

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SCHEDULES

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THIS INSTALLMENT PURCHASE CONTRACT, dated as of ____ 1, 2017 ("Contract"), is by and between the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Vienna, Virginia ("EDA"), and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the "County").

RECITALS:

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

EDA and the County have agreed that at the location of 1609 Great Falls St., McLean, Virginia 22101 (the "Lewinsville Property") the construction and improvement on such property of an approximately _____ square foot facility to serve as an adult day care facility, two child day care centers and a senior center or for other potential County approved purposes (the "Project") [and refinancing of certain outstanding Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "Refunded 2012 A Bonds") issued for the purpose of providing funds to finance the improvement of certain properties to be used by the County, a mental health facility and as a neighborhood community center] are worthy undertakings serving public purposes for citizens of the County.]

In furtherance of these public purposes and simultaneously with the execution and delivery of this Contract and the Master Trust Agreement, EDA has entered into a Fourth Supplemental Trust Agreement, dated as of _____ 1, 2017, with the Trustee, pursuant to which EDA will issue its $_____ Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the "2017 A Bonds") for the purpose of financing the construction and improvement of the Project [and its $_____ Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the "2017 B Bonds" and together with the Series 2017 A Bonds, the "2017 Bonds") for the purpose of refunding the Refunded 2012 A Bonds.]

Under this Contract, EDA will agree to make available to the County the proceeds of the 2017 Bonds for the construction and improvement of the Project [and the refunding of the

Refunded 2012 A Bonds] and to sell its interests in the Project to the County in consideration of the County's undertaking responsibility for the Project and its agreement to pay a purchase price for the Project, and interest thereon, sufficient for EDA to pay timely the debt service on the 2017 Bonds.

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

ARTICLE I.

DEFINITIONS AND INTERPRETATION

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

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

["**Allocated Bonds**" shall mean those 2017 Bonds allocated by the County, in a certificate of a County Representative delivered to the Trustee, to the Lewinsville Property or the 2012 A Bonds Properties, as the case may be, in an event referred to in Section 5.01(c) or (e)(3) hereof.]

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

"**Bonds**" shall mean the 2017 A Bonds [and the 2017 B Bonds] and any additional revenue bonds issued by EDA in accordance with the Trust Agreement to provide additional funds for the Cost of the Project or to refund Bonds issued and outstanding under the terms of the Trust Agreement. "Bonds" as used in this Contract shall not include "Bonds" as defined in the Master Trust Agreement that are not payable from Contract Payments under this Contract.

["Buildings" shall mean collectively the Lewinsville Building and any and all buildings on the 2012 A Bonds Properties.]

"Business Day" shall mean any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Trustee, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent each as defined in the Master Trust Agreement) are authorized to close in the Commonwealth of Virginia or in New York, New York.

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

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

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

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

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

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

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

"**Effective Date**" shall mean the date of delivery of the 2017 Bonds.

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

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

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

"**Fourth Supplemental Trust Agreement**" shall mean the Fourth Supplemental Trust Agreement, dated as of _____ 1, 2017, between EDA and the Trustee, as the same may be supplemented and amended as permitted thereby.

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

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

"**Lewinsville Building**" shall mean the approximately _____ square foot building constructed and improved on the Lewinsville Property that will contain an adult day care facility, two child care facilities and space for senior center programs or be used for other potential County approved purposes.

"Lewinsville Property" shall mean the property located at 1609 Great Falls St. McLean Virginia 22101 an approximately ___ acre parcel upon which the Lewinsville Building will be built.

"**Master Trust Agreement**" shall mean the Master Trust Agreement, dated as of January 1, 2005, as generally amended and supplemented from time to time, including by the Fourth Supplemental Trust Agreement and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. "Master Trust Agreement" shall also include Supplemental Trust Agreements, as supplemented and amended, each between EDA and the Trustee, entered into in connection with the issuance of

additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Property.

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

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

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

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

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

"**Project**" shall mean the construction and improvement of the Lewinsville Building.

"**Properties**" shall mean collectively the Lewinsville Property and the 2012 A Bonds Properties.

"Purchase Price" shall mean an amount equal to the principal amount of the 2017 Bonds and any additional Bonds.

["Refunded 2012 A Bonds" shall mean certain outstanding Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) issued by EDA and refunded by a portion of the proceeds of the 2017 B Bonds.]

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

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

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

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

"**Trust Agreement**" shall mean the Master Trust Agreement as generally amended and supplemented from time to time, including by the Fourth Supplemental Trust Agreement, dated

as of _____ 1, 2017, and by any Supplemental Trust Agreement entered into in connection with the issuance of additional Bonds, each between EDA and the Trustee. "Trust Agreement" shall not include Supplemental Trust Agreements entered into in connection with the issuance of additional or refunding bonds under the Master Trust Agreement that are not related to this Contract or the Properties.

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

["**2012 A Bonds Properties**" means the four-story, 200,000 square foot office building and related parking garage used as a mental health facility located at 8221 Willow Oaks Corporate Drive, Fairfax, Virginia and the 32,000 square foot neighborhood community center located at 3001 Vaden Drive, Fairfax, Virginia.]

"**2017 A Bonds**" shall mean EDA's $_____ Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable).

["**2017 B Bonds**" shall mean EDA's $_____ Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects).]

"2017 Bonds" shall mean collectively the 2017 A Bonds and the 2017 B Bonds.

SECTION 1.02. Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II.

ISSUANCE OF BONDS; COST OF THE PROJECTS

SECTION 2.01. Agreement to Issue the 2017 Bonds. At the request of the County, EDA agrees that it will use its best efforts to issue, sell and deliver to the purchasers thereof at one time or from time to time (i) the 2017 A Bonds pursuant to Section 208 of the Master Trust Agreement for the purpose of paying the Cost of the Project, [(ii) the 2017 B Bonds pursuant to Section 209 of the Master Trust Agreement to finance the refunding of the Refunded 2012 A Bonds,] (iii) additional Bonds pursuant to Section 208 of the Master Trust Agreement for the purpose of paying all or any portion of the Cost of the Project in excess of the funds available for the purpose from the proceeds of the 2017 Bonds or (iv) refunding Bonds pursuant to Section 209 of the Master Trust Agreement for the purpose of refunding any 2017 Bonds or additional Bonds issued under (i) above or a combination of such purposes. The proceeds of the 2017 Bonds shall be delivered to the Trustee for application in accordance with the Trust Agreement and the Fourth Supplemental Trust Agreement.

SECTION 2.02. Disbursements from Construction Subfund**.** EDA and the County hereby agree that the money in the 2017 A Project Account within the Construction Subfund under the Trust Agreement shall be applied to the payment of the Cost of the Project, and otherwise as provided in accordance with Article IV of the Master Trust Agreement, and, pending such disbursement, such money shall be invested and reinvested in accordance with Article VI of the Master Trust Agreement.

SECTION 2.03. No Sufficiency Warranty by EDA; Limited Liability of County**. EDA DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEY THAT WILL BE PAID INTO THE CONSTRUCTION SUBFUND OR ANY ACCOUNT THEREIN WILL BE SUFFICIENT TO PAY THE COST OF THE PROJECT.** The obligation of the County under this Contract to pay the Cost of the Project will be limited to the proceeds of the 2017 A Bonds and any additional Bonds described in Section 2.01 above deposited to the credit of the 2017 A Project Account in the Construction Subfund, the investment earnings thereon and any other investment earnings on the funds and accounts held by the Trustee under the Trust Agreement and transferred to the 2017 A Project Account in the Construction Subfund. The County agrees, however, that if, after exhaustion of the money in the Construction Subfund, the County should pay or cause to be paid any portion of the Cost of

the Project, it shall not be entitled to any reimbursement therefor from EDA or from the Trustee (other than from the proceeds of additional Bonds issued under and in accordance with the provisions of the Master Trust Agreement and Section 2.01 above), or diminution or postponement of the payments to be made pursuant to Article IV of this Contract.

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

ARTICLE III.

SALE OF THE PROJECT

In consideration of the mutual promises contained herein and the net proceeds of the 2017 Bonds paid to the bond registrar under the Trust Agreement for the account of EDA, receipt of which is hereby acknowledged, EDA hereby sells to the County, and the County hereby purchases from EDA, on the Effective Date the Project as it exists at such time, situate, lying and being in the County, and more particularly bounded and described in Exhibit A together with the easements and other rights and interests described in Exhibit A,

SUBJECT to the Permitted Encumbrances specified in Exhibit B.

ARTICLE IV.

PAYMENTS

SECTION 4.01. Payments.

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

(ii) The County may, at its option, prepay the Purchase Price, in whole or in part, on any Due Date on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of the Bonds in accordance with their terms. EDA shall comply, or provide in the Trust Agreement securing the Bonds for compliance, with such directions. Upon such purchase and cancellation, redemption or defeasance, EDA shall credit the principal amount of the Bonds so cancelled, redeemed or defeased against the Purchase Price and reduce the Basic Contract Payments otherwise payable in accordance with Schedule 1 by an amount equal to the sum of (X) the principal amount of the Bonds so purchased and cancelled, redeemed or defeased, (Y) the interest on the Bonds so purchased and cancelled, redeemed or defeased and as a result of such prepayment and (Z) the interest that would have accrued on such Bonds so redeemed or defeased but for such prepayment and redemption or defeasance. EDA and

the County shall revise Schedule 1 appropriately to reflect such reductions in Basic Contract Payments.

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

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

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

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

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

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

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

(3) all reasonable expenses of EDA allocable to this Contract and the Bonds, including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing of the Cost of the Project, [the refunding of the Refunded 2012 A Bonds], the preparation of this Contract and the Trust Agreement, any expenses payable by EDA under the Trust Agreement allocable to the Bonds, and not otherwise payable by the County under this Contract, and, to the extent permitted by law, the costs and expenses of holding EDA harmless, to the extent permitted by law against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by EDA and arising out of or in connection with this Contract or the Bonds or the Trust Agreement.

SECTION 4.03. Form of Payment. All Contract Payments payable to or for the account of EDA pursuant to this Contract shall be paid to or for the account of EDA in funds that shall be

available in cash for payment or investment on the respective Due Dates of such Contract Payments.

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

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

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

SECTION 4.07. County Budget. The County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Series 2017 County Facilities Projects Payments" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make the Contract Payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract during such fiscal year. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of

Supervisors an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

ARTICLE V.

REPAIRS

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

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

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

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

(c) Circumstances Under Which County May Not Repair Damage. In the event that the Properties or any portion thereof is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Properties, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other moneys held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for

Payment of the Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied to defease the lien of the Fourth Supplemental Trust Agreement securing the 2017 Bonds in accordance with its terms and such Net Proceeds shall be paid to EDA for the purpose of such defeasance. Alternatively, if the County shall determine that the destruction is limited to the Lewinsville Property or the 2012 A Bonds Properties, it shall constitute compliance with the provisions of this subsection (c) if the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds, as applicable and shall be so applied.

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

(e) Condemnation.

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

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

(3) If the County shall determine in accordance with paragraph (1) of this subsection that the utility of the Buildings cannot be maintained, restored or replaced following such taking, the Net Proceeds payable as a result of such taking shall be paid

for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such Net Proceeds and all amounts held under the Trust Agreement and available for the purpose, for the Payment of the Bonds. Alternatively, if the County shall determine that the taking is limited to the Lewinsville Property or the 2012 A Bonds Properties it shall constitute compliance with the provisions of this paragraph (e)(3) if the Net Proceeds payable as a result of such taking together with other money held for the payment of or as security for the 2017 Bonds and any additional sums paid by the County are sufficient to provide for Payment of the Allocated Bonds, as applicable and shall be so applied.

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

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

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

ARTICLE VI.

INSURANCE

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

ARTICLE VII.

TITLE; LIENS

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

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

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

ARTICLE VIII.

REPRESENTATIONS

SECTION 8.01. County Representations.

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

Except as expressly provided in this Contract, the County warrants that no representations, statements or warranties, express or implied, have been made by or on behalf of EDA in respect of the Project including the physical condition thereof, the status of title to the

Properties, the availability of utilities or other infrastructure thereon or any facts, conditions, laws, regulations, rules or orders applicable thereto, now or in the future affecting the Properties, or the use that may be made of the Properties, and that the County has relied on no such representations, statements or warranties, and that EDA shall in no event whatsoever be liable for any latent or patent defects in the Project or the Properties.

(b) [Tax Representations.

(1) Except as permitted in this Section, the County represents that it shall not use, or permit the use of, any portion of the 2012 A Bonds Properties by any person or entity for any private business use, other than a state or local governmental unit. For purposes of this subsection, the term "use" shall include the transfer of title or lease of all or any portion of the 2012 A Bonds Properties, or operation of or the provision of services with respect to all or any portion of the 2012 A Bonds Properties, or any contract for the management or operation of the 2012 A Bonds Properties that does not conform to the guidelines set forth in Revenue Procedure 97-13 as amended or Revenue Procedure 16-44, as applicable, as such guidelines may be modified by the Internal Revenue Code of 1986, as amended (the "Code"), and regulations and procedures adopted pursuant thereto, or any contract or other arrangement permitting the use of all or any portion of the 2012 A Bonds Properties on a basis other than as a member of the general public.

(2) The County may use, or permit the use of, any portion of the 2012 A Bonds Properties by any person or entity that is not a state or local governmental unit or other "exempt person" as defined in the Code for any private business use, provided, that (i) the County shall not more than sixty (60) nor less thirty (30) days prior to the effective date of such proposed use, furnish or cause to be furnished to EDA a written description of the nature, scope and duration of such proposed use, the person or entity to be engaged in such proposed use and a copy of the proposed agreement between the County, or any transferee of the County, and such person or entity establishing the terms and conditions of such proposed use, and (ii) an attorney at law or a firm of attorneys, designated by EDA, of nationally recognized standing in matters pertaining to the exclusion of interest on bonds issued by states and their political subdivisions from gross income for federal income tax purposes, shall, on or prior to the effective date of such proposed use, have delivered to EDA an opinion, reasonably satisfactory in form and substance to EDA, to the effect that such proposed use will not adversely affect the exclusion of interest on the 2017 B Bonds from gross income for federal income tax purposes.]

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

ARTICLE IX.

EDA NOT LIABLE FOR INJURY OR DAMAGE, ETC.

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

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

ARTICLE X.

SPECIAL COVENANTS; COUNTY OPTIONS

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

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

SECTION 10.03. Release of Portions of the Properties. (a) Notwithstanding any other provisions of this Contract, the parties hereto reserve the right at any time and from time to time to amend this Contract for the purpose of effecting the release and removal from the provisions of this Contract of any part of the Properties with respect to which the County or a transferee of the County proposes to convey fee title to a public utility or public body in order that utility services or roads or other services may be provided for the Properties or any of them; provided, that if at the time any such amendment is made, any of the Bonds is outstanding and unpaid there shall be deposited with the Trustee the following:

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

(2) A resolution of the Board of Supervisors of the County (i) stating that the County is not in default under any of the provisions of the Trust Agreement and EDA is not to the knowledge of the County in default under any of the provisions of this Contract, (ii) giving an

adequate legal description of that portion of the Properties to be released, and (iii) stating the purpose for which the County desires the release;

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

(4) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the release, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness of the Lewinsville Project to serve as an adult day care center, child day care centers, and a senior center or for other County approved purposes and the 2012 A Properties to serve as a mental health facility or neighbor community center and in the case of the land that constitutes a portion of the Lewinsville Property or the 2012 A Bonds Properties will not destroy the means of ingress thereto and egress therefrom.

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

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

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

(3) A certificate of an appropriate County Representative, dated not more than sixty (60) days prior to the date of the disposition, stating that, in the opinion of the person signing such certificate, the release proposed to be made will not impair the usefulness, as applicable of the Lewinsville Buildings as an adult day care center, child day care centers, and a senior center or for other County approved purposes and the 2012 A Properties as a mental health facility or neighbor community center and will not destroy the means of ingress thereto and egress therefrom.]

SECTION 10.04. Granting of Easements. The County and its transferees may at any time or times (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Properties (collectively, "Easements") or (ii) release existing Easements and with or without consideration and upon such terms and conditions as the County shall determine, and the County and any transferee may execute and deliver any instrument necessary or appropriate to confirm to grant or release any such Easement provided, however, that neither the County nor its transferees will affect any such grant or release which will materially adversely affect the usefulness of the Lewinsville Property as a site for an adult day care center, child day care centers and a senior center or for other County approved purposes or the [2012 A Bonds Properties as sites for a mental health facility or neighborhood community center].

SECTION 10.05. Assignment, Leasing and Subleasing. Neither this Contract nor the rights and obligations of the County under this Contract shall be assigned in whole or in part

without the consent of EDA. With EDA's consent, this Contract may be assigned in whole or in part, and the Properties may be further conveyed, leased or subleased as a whole or in part, by the County subject, however, to each of the following conditions:

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

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

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

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

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

ARTICLE XI.

USE AND MANAGEMENT OF PROPERTIES

SECTION 11.01. Permitted Use. The County shall use, or cause to be used, the [Properties for public purposes permitted by the Enabling Act.] The County shall not use, or suffer any one else to use, the Properties for other than public purposes permitted by the Enabling Act. Except as permitted by Section 8.01(b), there shall be no occupation or use of the Properties by the County or anyone else for any purpose other than as authorized by this Section, without the written consent of EDA and counsel to EDA.

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

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

ARTICLE XII.

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

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

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

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

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

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

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

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

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

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

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

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

The County agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the Force Majeure preventing it from carrying out its agreements; provided, that the settlement of any disputes of any nature shall be entirely within the discretion of the County, and the County shall not be required to make settlement or any such disputes by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County Attorney for the County, unfavorable to the County.

SECTION 12.03. Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS CONTRACT, THE FAILURE OF THE**

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

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

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

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

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

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

SECTION 12.06. Agreement to Pay Attorneys' Fees and Expenses. If any Event of Default shall occur or in the event the County should default under any of the provisions of this Contract and, in any such case, EDA or the Trustee should employ attorneys or incur other expenses for the collection of Contract Payments or the enforcement of performance or observance of any obligation or agreement on the part of the County herein contained, the County agrees that it will on demand therefor pay to EDA or the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

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

ARTICLE XIII.

NOTICES

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

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

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

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

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

ARTICLE XIV.

MISCELLANEOUS

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

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

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

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

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

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

SECTION 14.07. Governing Law and Forum. The laws of the State govern the validity, interpretation, construction, and performance of this Contract. Unless otherwise agreed in writing, jurisdiction for the resolution of any disputes arising out of this Contract shall lie in a court of competent jurisdiction.

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

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

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

SECTION 14.11. Entire Agreement. This Contract, including the Exhibits and Schedules hereto, contains all the promises, agreements, conditions, inducements and understandings between EDA and the County relative to the sale of the Project to the County and the refunding of the Refunded 2012 A Bonds.

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

[SEAL]

SELLER:

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

ATTEST:

_____
Secretary

[SEAL]

PURCHASER:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____

ATTEST:

_____
Clerk of the Board

Attachment 3

EXHIBIT A

Legal Description

PROPERTIES DESCRIPTION

Lewinsville Property:

2012 A Bonds Properties:

EXHIBIT B

PERMITTED ENCUMBRANCES

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

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

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

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

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

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

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

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

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

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

SCHEDULE 1

BASIC CONTRACT PAYMENTS

DUE DATE	BASIC CONTRACT PAYMENT
d	

SCHEDULE 2

INSURANCE

REQUIRED INSURANCE

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

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

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

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

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

Personal Injury and Property Damage Liability.

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

If necessary, elevator coverage will also be included.

MISCELLANEOUS

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

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

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

Attachment 4

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

Trustee

FOURTH SUPPLEMENTAL TRUST AGREEMENT

Authorizing and Securing

$_____

Fairfax County Facilities Revenue Bonds Series 2017 A
(County Facilities Projects) (Federally Taxable)

[and

$_____

Fairfax County Facilities Revenue Refunding Bonds, Series 2017 B (County Facilities Projects)]

Dated as of _____, 2017

27691190.4

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FOURTH SUPPLEMENTAL TRUST AGREEMENT

This **FOURTH SUPPLEMENTAL TRUST AGREEMENT**, dated as of _____ 1, 2017, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("EDA"), and **U.S. BANK NATIONAL ASSOCIATION,** a banking corporation duly organized and existing under the laws of the United States of America, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers, is subject to examination by state authority, as trustee under the Master Trust Agreement hereinafter mentioned (in such capacity, the "Trustee"):

W I T N E S S E T H:

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

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

WHEREAS, in accordance with the provisions of the Master Trust Agreement and a First Supplemental Trust Agreement, EDA issued its $60,690,000 Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the "Series 2005 A Bonds") for the purpose of providing funds to finance the costs of the purchase and improvement of certain property to be used by the Fairfax County School Board as a school administration building and the purchase of certain land adjacent thereto and to pay costs in connection with the issuance of the Series 2055 A Bonds; and

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

WHEREAS, in accordance with the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, the EDA issued its $170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") (i) to finance the costs of the construction and improvements on certain property of the

County to be used by the County as public safety facility, (ii) to refund certain outstanding Series 2005 A Bonds maturities, (iii) to pay certain interest costs on the bonds through October 1, 2016, and (iv) to pay costs in connection with the issuance of the Series 2014 A Bonds; and

WHEREAS, in accordance with the provisions of the Master Trust Agreement and a Third Supplemental Trust Agreement, the EDA issued its $30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "Series 2014 B Bonds") (i) to finance the costs of financed on a permanent basis the acquisition from LAF, LLC of its leasehold interest in the Workhouse Arts Center located at 9601 Ox Road, Lorton, Virginia and (ii) to pay costs in connection with the issuance of the Series 2014 B Bonds; and

WHEREAS, in accordance with the provisions of the Master Trust Agreement, the EDA has by resolution, adopted on _____, 2017 (the "authorizing resolution"), authorized the issuance under this Fourth Supplemental Trust Agreement of one series of its revenue bonds for the purpose of providing funds, together with any other available funds, (i) to finance the costs of the improvements on certain property of the County to be used by the County as an adult day care facility, two child day care centers and a senior center or for other potential County approved purposes, and (ii) to pay costs in connection with the issuance of the bonds; and

[WHEREAS, in accordance with the provisions of the Master Trust Agreement, the EDA has, by resolution adopted on _____, 2017 (the "Authorizing Resolution"), authorized the issuance under this Fourth Supplemental Trust Agreement of one series of its revenue bonds for the purpose of providing funds, [together with any other available funds], (i) to refund certain outstanding Series 2012 A Bonds maturities and (ii) to pay costs in connection with the issuance of the bonds; and]

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

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

WHEREAS, the execution and delivery of this Fourth Supplemental Trust Agreement have been duly authorized by the Authorizing Resolution, and EDA has requested the Trustee join with it in the execution of this Fourth Supplemental Trust Agreement; and

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

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

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

ARTICLE I

DEFINITIONS

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

"**Additional Bonds**" shall mean the Bonds issued pursuant to the provisions of Section 208 of the Master Trust Agreement, except the Series 2017 A Bonds, and any Refunding Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement, except the Series 2017 B Bonds, to refund Bonds issued for the Project, [the refunding of the Series 2005 A Bonds], the Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds or Bonds previously issued to refund such Bonds.

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

["Bonds to be Refunded" means certain outstanding Series 2012 A Bonds to be refunded by a portion of the proceeds of the Series 2017 B Bonds.]

"Business Day" shall mean any day on which the New York Stock Exchange is open, other than a Saturday or Sunday and other than a day on which commercial banks (including the Trustee, the Bond Registrar, any Credit Bank, any Insurer and any Paying Agent) are authorized to close in the Commonwealth of Virginia or in New York, New York.

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

["**Deposit Day**" shall mean the last Business Day of each _____ and _____, commencing _____ 2017.]

"DTC" shall mean The Depository Trust Company and its successors.

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

"**Interest Payment Date"** shall mean each [_____ 1] and [____ 1], commencing [_____ 1, 20__.]

"Investment Obligations" shall mean Government Obligations and, to the extent from time to time permitted by the laws of the State, (A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration, (v) United States Postal Service, (vi) Resolution Funding Corporation Interest STRIPS, (vii) United States Agency for International Development, and (viii) any other agency or instrumentality of the United States of America now or hereafter created which obligations are backed by the full faith and credit of the United States of America; (B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks, (vi) Federal Financing Bank, (vii) Federal Farm Credit System, (viii) Federal Home Loan Mortgage Corporation, (ix) Resolution Funding Corporation Principal STRIPS, or (x) any other government-sponsored enterprises, federal agencies, or federal corporations established pursuant to an act of Congress; (C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's Investors Service and Standard and Poor's Corporation in one of two highest rating categories (without regard to gradations such as "plus" or "minus", of such categories); (D) commingled investment pools pursuant to the Government Non-Arbitrage Act, Chapter 47, Title 2.2, Code of Virginia, 1950, as amended; (E) local government investment pools that comply with the Government Accounting Standards Board's Statement 79, that maintain a rating of AAAm by S&P or Aaa-mf by Moody's, that have a primary investment objective of maintaining a net asset value of 1.00 per share, and that invest in securities permitted under Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia, 1950, as amended); (F) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates), or any other financial institution rated at least "BBB-" or "Baa3" by any nationally recognized rating agency, that has a combined capital, surplus and undivided profits not less than $50,000,000, or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, Code of Virginia, 1950, as amended, whose parent State bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1 32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent State bank or bank holding company, as the case may be, is not less than $50,000,000, or (iii) a government bond dealer rated at least "BBB-" or "Baa3" by any nationally recognized rating agency reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) or (B) above and having on the date of the repurchase agreement a fair market value equal to at least 104% of the amount of the repurchase obligation of the counterparty if invested in Government Obligations or obligations described in (A) or (ii) 105% of the amount of the repurchase obligation of the counterparty if invested in obligations described in (B); provided, however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations. Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the

repurchase agreement is obligated to repurchase the Investment Obligations;; and (G) any and all investments authorized by the Investment of Public Funds Act (Section 2.2-4500 *et seq*. Code of Virginia, 1950, as amended). Any investment in obligations described in (A), (B), (C) and (G) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

[**"Lewinsville Property"** shall mean 1609 Great Falls Street, McLean, Virginia 22101, an approximate ___ acre parcel of land upon which the Project is located.]

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

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

"**Paying Agent**" shall mean, U.S. Bank National Association or any successor as the paying agent of the Series 2017 Bonds.

"**Payment Agreement**" shall mean the Installment Purchase Contract, dated as of _____, 2017, between EDA and the County relating to the Project and the Bonds to be Refunded , together with any supplements and amendments thereto permitted thereby.

"**Pledged Revenues**" shall mean (a) all payments of Basic Payments, (b) all payments of Additional Payments except to the extent to pay EDA Liabilities and (c) the income from the investment under the provisions of the Master Trust Agreement of the money held for the credit of the various subfunds and accounts created under the Master Trust Agreement. Pledged Revenues shall not include the proceeds of any insurance, other than as mentioned above, or any capital gifts, grants, donations or contributions or borrowed funds. Any lump sum payment or prepayment received by the Trustee and not accompanied by instructions from the EDA Representative to the contrary shall be reserved by the Trustee in the County Facilities Projects Fund, disbursed to the Debt Service Subfund, and recognized as Pledged Revenues, semi-annually over the appropriate accrual period; provided, however, that if the EDA Representative shall direct, such lump sum payment or prepayment shall be applied to the redemption or defeasance of the Series 2017 A Bonds or Series 2017 B Bonds in accordance with such direction.

"**Principal Payment Date**" shall mean each August 1 for the Series 2017 Bonds and upon which the principal of the Series 2017 Bonds is stated to mature or upon which the principal of any Term Bond is subject to mandatory sinking fund redemption.

"Project" the improvement of the Lewinsville Property for use by the County as an adult day care facility, two child day care centers and a senior center or for other potential County approved purposes, and the payment of the costs incurred in connection with the issuance of the Series 2017 Bonds.

[**"Properties"** means collectively the Lewinsville Property and the Series 2012 A Properties.]

"Purchase Price" shall mean an amount equal to the principal amount of the Series 2017 Bonds, and any Additional Bonds.

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

"**Redemption Price**" shall mean, with respect to the Series 2017 Bonds or a portion thereof, the principal amount of such Series 2017 Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with the terms of this Fourth Supplemental Trust Agreement and the Master Trust Agreement.

"Series 2017 Bonds" means collectively the Series 2017 A Bonds and Series 2017 B Bonds.

"Series 2017 A Bonds" shall mean the Series 2017 A Bonds issued pursuant to the provisions of Section 208 of the Master Trust Agreement and this Fourth Supplemental Trust Agreement for the purpose of (i) financing the costs of the Project and (ii) paying costs in connection with the issuance of the Series 2017 A Bonds.

["Series 2017 B Bonds" shall mean the Series 2017 B Bonds issued pursuant to the provisions of Section 209 of the Master Trust Agreement and this Fourth Supplemental Trust Agreement for the purpose of (i) refunding certain outstanding Series 2012 A Bonds maturities and (ii) paying costs in connection with the issuance of the Series 2017 B Bonds.]

["Series 2012 A Properties" means collectively, the approximately 4.6 acres of land and the mental health facility located at 8221 Willow Oaks Corporate Drive, Fairfax, Virginia and the land and all improvements, including the Providence Community Center located at 3001 Vaden Drive Fairfax, Virginia.]

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

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

ARTICLE II

DETAILS OF BONDS; ISSUANCE OF BONDS

Section 2.01. (a) **Terms of the Series 2017 A Bonds.** The Series 2017 A Bonds shall be designated "Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable)." The Series 2017 A Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of DTC, and numbered R-1 and upward. The definitive Series 2017 A Bonds issued under the provisions of this Fourth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2017 A Bonds shall be issued in the aggregate principal amount of $_____ shall be dated the day of their delivery and shall be issued in denominations of $5,000 and any multiple thereof, one bond per maturity. $_____ Series 2017 A Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

Year August 1	Principal Amount	Interest Rate	Year August 1	Principal Amount	Interest Rate
20__	$	%	20__	$	%
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		

$_____ of the Series 2017 A Bonds shall be Term Bonds consisting of $_____ principal amount of Term Bonds maturing on August 1, 20__, and bearing interest at the rate of ___% per annum.

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

Term Bonds due August 1, 20__

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

* Final maturity

Interest on the Series 2017 A Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of February and August in each year to maturity, commencing August 1, 2018. The Regular Record Date for the Series 2017 Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

(b) [**Terms of the Series 2017 B Bonds.** The Series 2017 B Bonds shall be designated "Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects)." The Series 2017 B Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of DTC, and numbered R-1 and upward. The definitive Series 2017 B Bonds issued under the provisions of this Fourth Supplemental Trust Agreement shall be Current Interest Bonds issued in substantially the form set forth in the Master Trust Agreement. The Series 2017 B Bonds shall be issued in the aggregate principal amount of $_____ shall be dated the day of their delivery and shall be issued in denominations of $5,000 and any multiple thereof, one bond per maturity. $_____ Series 2017 B Bonds shall be serial bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum, as follows:

Year August 1	Principal Amount	Interest Rate	Year August 1	Principal Amount	Interest Rate
20__	$	%	20__	$	%
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		

$_____ of the Series 2017 B Bonds shall be Term Bonds consisting of $_____ principal amount of Term Bonds maturing on August 1, 20__, and bearing interest at the rate of ___% per annum.

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

Term Bonds due August 1, 20__

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

_____
* Final maturity

Interest on the Series 2017 B Bonds shall be payable semiannually (based upon a 360-day year of twelve 30-day months) on the 1st day of February and August in each year to maturity, commencing February 1, 2018. The Regular Record Date for the Series 2017 B Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

Section 2.02. **Authentication.** Upon their execution in the form and manner set forth in the Master Trust Agreement and this Fourth Supplemental Trust Agreement, the Series 2017 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to (i) deliver the Series 2017 A Bonds for the account of _____ (the "Underwriters") as [winning bidder] for the Series 2017 Bonds, at DTC, but only upon payment to the Bond Registrar, for the account of EDA, of $_____, being the amount of the purchase price of the Series 2017 A Bonds net of the amount of the good faith deposit and (ii) deliver the Series 2017 B Bonds for the account of the Underwriters for the Series 2017 Bonds, at DTC, but only upon payment to the Bond Registrar, for the account of EDA, of $_____, being the amount of the purchase price of the Series 2017 B Bonds net of the amount of the good faith deposit

Section 2.03. **Requirements Before Issuance.** Before the Series 2017 Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, each of the documents required by Section 208 (a) to (h), inclusive of the Master Trust Agreement.

Section 2.04. **Application of the Proceeds of the Series 2017 Bonds.** (a) The proceeds (including any premium) of the Series 2017 A Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2017 A Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the "2017 A Costs of Issuance Account"), $_____, being an amount equal to the sum of the costs associated with the issuance of such Series 2017 A Bonds; and

(B) with the Trustee, to the credit of a special account in the Construction Subfund for purposes of the constructing and equipping of the Project (the "2017 A Project Account"), being the balance remaining ($_____) after the foregoing deposits have been made.

(b) [The proceeds (including any premium) of the Series 2017 B Bonds shall be applied by the Trustee simultaneously with the delivery of said Series 2017 B Bonds as follows:

(A) with the Trustee, to the credit of a special account in the Construction Subfund (the "2017 B Costs of Issuance Account"), $_____, being an amount equal to the sum of the costs associated with the issuance of such Series 2017 B Bonds; and

(B) with the Escrow Agent, to the credit of the Escrow Fund established pursuant to the terms of an Escrow Deposit Agreement for the purpose of refunding the Bonds to be Refunded, dated as of _____, 2017, between U.S. Bank National Association, as escrow agent and EDA, being the balance remaining ($_____) after the foregoing deposits have been made.]

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. **Redemption Provisions of the Series 2017 Bonds.**

(a) Mandatory Sinking Fund Redemption. The Series 2017 [_] Term Bonds stated to mature on August 1, 20__, shall be called for redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement and in Article II hereof, in part, on August 1, 20__, and on each August 1 thereafter, in the principal amounts equal to the respective Sinking Fund Requirements therefor set forth in Article II (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in this Fourth Supplemental Trust Agreement) from money in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Principal Payment Date, EDA may (a) deposit money with the Trustee to be used to purchase Series 2017 Bonds, or direct the Trustee to cause money in the Debt Service Subfund to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Principal Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2017 Bonds which prior to such date have been purchased by the EDA and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2017 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2017 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the EDA shall determine, and the principal amount of such Series 2017 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

(b) [Make-Whole Optional Redemption. The Series 2017 A Bonds maturing on and before August 1, 2027, are subject to redemption at the option of EDA, in whole or in part, on any business day, at the Make-Whole Redemption Price (as defined herein). The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the Series 2017 A Bonds to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2017 A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2017 A Bonds are to be redeemed, discounted to the date on which the Series 2017 A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus 0.10%; plus in each case, accrued and unpaid interest on the Series 2017 A Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

"Treasury Rate" means, with respect to any redemption date for a particular Series 2017 A Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (defined below), assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price (defined below), as calculated by the Designated Investment Banker (defined below).

"Comparable Treasury Issue" means, with respect to any redemption date for a particular Series 2017 A Bond, the United States Treasury security or securities selected by the Designated Investment Banker that has an actual or interpolated maturity comparable to the remaining average life of the Series 2017 A Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2017 A Bond to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Series 2017 A Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations (defined below), the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by EDA.

"Reference Treasury Dealer" means each of the four firms, specified by EDA from time to time, that are primary United States government securities dealers in the City of New York (each a "Primary Treasury Dealer"); provided, however, that if any of them ceases to be a Primary Treasury Dealer, EDA will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2017 A Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

Any Make-Whole Redemption Price of Series 2017 A Bonds to be redeemed pursuant to the provisions described under "'Make-Whole' Optional Redemption" will be determined by an independent accounting firm, investment banking firm or financial advisor retained by EDA to calculate such redemption price. EDA may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

(c) Optional Redemption (b) Optional Redemption. (1) The Series 2017 A Bonds which are stated to mature after August 1, 2027, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by

the EDA, on any date not earlier than August 1, 2027, at a Redemption Price equal to 100% of the Series 2017 A Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption. (2) The Series 2017 B Bonds which are stated to mature after August 1, 2027, are subject to redemption, in the manner and under the terms and conditions provided in the Master Trust Agreement, at the option of EDA, from any money that may be made available for such purpose, either in whole or in part, as determined by the EDA, on any date not earlier than August 1, 2027, at a Redemption Price equal to 100% of the Series 2017 B Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

(d) Extraordinary Optional Redemption. The Series 2017 Bonds are subject to extraordinary optional redemption, in whole or in part, on any date at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the County of its option to prepay the Purchase Price or a portion thereof pursuant to the Payment Agreement when the following events occur:

(1) Circumstances Under Which County May Not Repair Damage. In the event that the Lewinsville Property, or any portion thereof, is destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore the Lewinsville Property, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Series 2017 A Bonds and any additional sums paid by the County are sufficient to provide for the payment of the Series 2017 A Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied [to reduce the County's obligations under the Payment Agreement or if applicable defease the lien of this Fourth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.]

[In the event that the Series 2012 A Properties, or any portion thereof, are destroyed by fire or other casualty, the County may within 90 days after such damage or destruction, elect by written notice to EDA not to repair, reconstruct or restore Series 2012 A Properties, provided that the Net Proceeds of insurance payable as a result of such damage or destruction together with other money held for the payment of or as security for the Series 2017 B Bonds and any additional sums paid by the County are sufficient to provide for the payment of the Series 2017 B Bonds. In such event the County shall, in its notice of election to EDA, state that such Net Proceeds and other money, if any, shall be applied [to reduce the County's obligations under the Payment Agreement or if applicable defease the lien of this Fourth Supplemental Trust Agreement in accordance with its terms and such Net Proceeds shall be paid to EDA for such purpose.]

(2) Condemnation. If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of the Lewinsville Property cannot be maintained, restored or replaced following a taking of all or a portion thereof, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Fourth Supplemental Trust Agreement and available for the purpose, for the payment of the Series 2017 A Bonds.

[If the County shall determine in accordance with the provisions of the Payment Agreement that the utility of the Series 2012 A Properties cannot be maintained, restored or replaced following a taking of all or a portion thereof, the net proceeds payable as a result of such taking shall be paid for the account of EDA to the Trustee and the County shall pay to the Trustee for the account of EDA such additional amount as shall be required, together with such net proceeds and all amounts held under the Master Trust Agreement and this Fourth Supplemental Trust Agreement and available for the purpose, for the payment of the Series 2017 B Bonds.]

To exercise such option, the County shall give written notice to EDA and to the Trustee, and shall provide therein a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption, or defeasance of Series 2017 A Bonds or Series 2017 B Bonds, as applicable, in accordance with their terms. The date provided for such prepayment may not be less than 45 days from the date such notice is mailed, and in case of a redemption of the Series 2017 Bonds in accordance with the provisions of this Fourth Supplemental Trust Agreement shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Upon receipt by the EDA of the Purchase Price from the County, the EDA shall release the County from its obligation under the Payment Agreement or if such prepayment is only a partial amount of the amount owed under the Payment Agreement the County's obligations under the Payment Agreement will be reduced as provided therein.

(d) Notice of Redemption. At least 30 but not more than 90 days before the redemption date of any Series 2017 Bonds, whether in whole or in part, the Trustee shall cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2017 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice shall not affect the validity of the proceedings for the redemption of any other Series 2017 Bonds. While the Series 2017 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2017 Bonds.

Any notice of optional or extraordinary optional redemption of the Series 2017 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the Redemption Price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by EDA, the corresponding notice of redemption shall be deemed to be revoked.

If EDA gives an unconditional notice of redemption, then on the redemption date the Series 2017 Bonds called for redemption will become due and payable. If EDA gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the affected Series 2017 Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Series 2017 Bonds, then on the redemption date the Series 2017 Bonds will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the Series 2017 Bonds called for redemption, thereafter, no interest will accrue on those Series 2017 Bonds, and a Holder's only right will be to receive payment of the redemption price upon surrender of those Series 2017 Bonds.

Section 3.02. **[Defeasance of Series 2017 A Bonds.** The Authority may effect a legal defeasance of the Series 2017 A Bonds under Section 13.01 hereof, only if, among other things, it receives from, or there has been published by, the Internal Revenue Service a ruling, or since the date of delivery of the Series 2017 A Bonds, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon Bond Counsel to the County provides an opinion that shall confirm that, the holders of the affected Series 2017 A Bonds will not recognize income, gain or loss for federal tax purposes as a result of such legal defeasance and will be subject to federal tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred.]

ARTICLE IV

CONSTRUCTION SUBFUND

Section 4.01. **Payments from Construction Subfund.** Money in the 2017 A Project Account shall be used solely to pay or reimburse the payment of Costs of the Project and pending such use, may be invested, at the direction of an EDA Representative but in accordance with a schedule of estimated disbursements furnished by and updated from time to time by a County Representative, in Investment Obligations in accordance with the provisions of Article VI of the Master Trust Agreement.

ARTICLE V

REVENUES, FUNDS AND SUBFUNDS

Section 5.01. **Funds Received.** As set forth in the Master Trust Agreement, all Pledged Revenues received by the Trustee shall be credited to the County Facilities Projects Fund. The money to the credit of the County Facilities Projects Fund shall be subject to a lien and charge in favor of the Holders until applied and paid out as herein authorized.

Section 5.02. **Application of Pledged Revenues.** Semi-annually, on or before each Deposit Day, the Trustee shall withdraw money to the credit of the County Facilities Projects Fund and apply such money as provided in Section 502 of the Master Trust Agreement.

ARTICLE VI

DEPOSITARIES OF MONEY, SECURITY FOR DEPOSITS AND INVESTMENTS

Section 6.01. **Security, Valuation and Investment.** Any and all money relating to the Series 2017 Bonds deposited under this Fourth Supplemental Trust Agreement and the Master Trust Agreement shall be secured, invested and valued pursuant to the provisions of Article VI of the Master Trust Agreement.

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

Section 7.01. **Payment of Principal, Interest and Premium.** EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the premium, if any, and the interest on the Series 2017 Bonds at the places, on the dates and in the manner provided herein and in the Series 2017 Bonds according to the true intent and meaning thereof.

The Series 2017 Bonds are payable, on a parity with any other outstanding Bonds, solely from Pledged Revenues derived by EDA from the Payment Agreement and other money pledged under the Master Trust Agreement and this Fourth Supplemental Trust Agreement, including in particular amounts and, until paid out in accordance with the provisions of the Master Trust Agreement, amounts credited to the 2017 A Project Account. The Series 2017 Bonds issued under this Fourth Supplemental Trust Agreement and the Master Trust Agreement shall not be deemed to constitute a debt or pledge of the faith and credit of the State or of any political subdivision thereof, including EDA and the County. Neither the faith and credit nor the taxing power of the State or EDA or the County or any other political subdivision is pledged to the payment of the principal of or premium, if any, or interest on the Series 2017 Bonds, and the issuance of the Series 2017 Bonds shall not directly or indirectly or contingently obligate the State or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Master Trust Agreement and this Fourth Supplemental Trust Agreement. EDA has no taxing power.

Section 7.02. **Request of County to Appropriate.** EDA hereby covenants that it shall, through an EDA Representative, request the County annually, for each fiscal year following the issuance of the Series 2017 Bonds, to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Payment Agreement in such fiscal year. EDA also hereby covenants that it shall, through an EDA Representative, request the County, annually for each fiscal year following the issuance of the Series 2017 Bonds, to budget, appropriate and apply as provided in the Payment Agreement, this Fourth Supplemental Trust Agreement and the Master Trust Agreement an amount equal to the estimated Additional Payments payable by the County under the Payment Agreement in such fiscal year. Alternatively, EDA, through an EDA Representative, may request the County to include as a single line item in its annual budget an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to the Payment Agreement and all other payment agreements referred to in the Master Trust Agreement during such fiscal year.

Section 7.03. **Tax Covenants.** [EDA covenants that it will not take any action that would, or fail to take any action which failure would, cause interest on the Series 2017 B Bonds to become includable in gross income for federal income tax purposes pursuant to the provisions of the Code.

(a) As of a date not later than five years after the issue date of the Series 2017 B Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, EDA shall cause the Rebate Liability to be computed and shall deliver a copy of the calculation of the Rebate Liability to the Trustee. Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Improvement Subfund.

(1) Not later than sixty (60) days after each Initial Installment Computation Date, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as calculated with respect to such installment computation date.

(2) No later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the Series 2017 B Bonds, EDA shall direct the Trustee to pay from amounts in the Improvement Subfund transferred from the Construction Subfund and payments received pursuant to the Payment Agreement for Rebate Liability purposes, to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability calculation exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the Series 2017 B Bonds.

(3) No later than sixty (60) days after final payment of the Series 2017 B Bonds, EDA shall pay, or direct the Trustee to pay from amounts in the Improvement Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability calculated with respect to the date of final payment of the Series 2017 B Bonds exceeds the aggregate of all payments theretofore made pursuant to this section.

(b) EDA represents that it will instruct the Trustee as to the final application of the amounts in the Improvement Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for EDA to comply with the conditions in this section of this Fourth Supplemental Trust Agreement.

All such payments shall be made by, or at the direction of, an EDA Representative from any legally available source, including money in the Improvement Subfund.

Notwithstanding any provision of this Section to the contrary, no such Rebate Liability payment need be made if EDA receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2017 B Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and EDA complies with such alternative basis.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. **Events of Defaults, Remedies, Enforcement of Remedies, Etc.** The Master Trust Agreement described certain events that constitute defaults and Events of Default in respect of the Series 2017 Bonds, in which events the Holders thereof and the Trustee shall have such remedies, all as provided in Article VIII of the Master Trust Agreement.

ARTICLE IX

CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

Section 9.01. **Trustee to Perform Duties of Bond Registrar.** The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Fourth Supplemental Trust Agreement and under the Master Trust Agreement as supplemented by this Fourth Supplemental Trust Agreement, but only upon the terms and conditions set forth in and subject to the provisions of the Master Trust Agreement, to all of which the parties hereto and the Holders of the Series 2017 Bonds agree.

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDERS AND PROOF OF OWNERSHIP OF BONDS

Section 10.01. **Execution of Instruments, Proof of Ownership**. Holders may prove their execution of instruments and their ownership of the Series 2017 Bonds as provided in Article X of the Master Trust Agreement.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

Section 11.01. **Supplemental Agreements Without Consent of Holders**. EDA from time to time and at any time, may enter into such supplements and amendments to this Fourth Supplemental Trust Agreement as shall be consistent with the terms and provisions of this Fourth Supplemental Trust Agreement and the Master Trust Agreement (which supplements and amendments shall thereafter form a part hereof):

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision herein that may be inconsistent with any other provision herein, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of this Fourth Supplemental Trust Agreement, or

(d) to add to the covenants and agreements of EDA in this Fourth Supplemental Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power herein reserved to or conferred upon EDA, or

(e) to make change necessary to comply with the requirements of any Rating Agency rating the Series 2017 Bonds at the request of the County, or

(f) to make any other change that, in the judgment of EDA and the Trustee, would not materially adversely affect the security for the Series 2017 Bonds.

Section 11.02. **Modification of Agreements with Consent of Holders**. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of Series 2017 Bonds then Outstanding that will be affected by a proposed supplement or amendment to this Fourth Supplemental Trust Agreement shall have the right, from time to time, anything contained in this Fourth Supplemental Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by EDA into such supplement or amendment as shall be deemed necessary or desirable by EDA for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fourth Supplemental Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Series 2017 Bonds issued hereunder, or (b) a reduction in the principal amount of any Series 2017 Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Subfund, or the Construction Subfund other than the pledge and lien created by the Master Trust Agreement and this Fourth Supplemental Trust Agreement, or (d) a preference or priority of any Series 2017 Bonds over any other Series 2017 Bonds, or (e) a reduction in the aggregate principal amount of Series 2017 Bonds required for consent to such supplemental agreement. Nothing herein contained, however, shall be construed as making necessary the approval by the Holders of the adoption and acceptance of any supplement or amendment to this Fourth Supplemental Trust Agreement as authorized in Section 11.01 of this Article or of any supplement or amendment to the Master Trust Agreement, as authorized in Section 1101 thereof.

If at any time EDA shall determine that it is desirable to enter any supplement or amendment to this Fourth Supplemental Trust Agreement for any of the purposes of this Section, EDA shall cause notice of the proposed execution of such supplement or amendment to be mailed, first class, postage prepaid, to all Holders. Such notice shall briefly set forth the nature of the proposed supplement or amendment to this Fourth Supplemental Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Holders. EDA shall not, however, be subject to any liability to any Holder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplement or amendment to this Fourth Supplemental Trust Agreement when approved and consented to as provided in this Section.

Whenever, at any time within three years after the date of the first mailing of such notice, EDA shall receive an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Series 2017 Bonds then outstanding that are affected by a proposed supplement or amendment to this Fourth

Supplemental Trust Agreement, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, EDA may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Series 2017 Bonds Outstanding that are affected by a proposed supplement or amendment to this Fourth Supplemental Trust Agreement at the time of the execution of such supplement or amendment shall have consented to and approved the execution thereof as herein provided, no Holder shall have any right to object to the execution of such supplement or amendment, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain EDA from entering into the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplement or amendment to this Fourth Supplemental Trust Agreement pursuant to the provisions of this Section, this Fourth Supplemental Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Fourth Supplemental Trust Agreement of EDA, the Trustee, the Bond Registrar and all Holders shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Fourth Supplemental Trust Agreement as so modified and amended.

Section 11.03. **Exclusion of Bonds**. Series 2017 Bonds owned or held by or for the account of EDA or the County shall not be deemed outstanding Series 2017 Bonds for the purpose of any consent or other action or any calculation of outstanding Series 2017 Bonds provided for in this Article or Article XII, and EDA as holder of such Series 2017 Bonds shall not be entitled to consent or take any other action provided for in this Article or Article XII. At the time of any consent or other action taken under this Article or Article XII, EDA shall furnish the Trustee a certificate signed by an EDA Representative, upon which the Trustee may rely, describing all Series 2017 Bonds so to be excluded.

Section 11.04. **Trustee Entitled to Exercise Discretion**. In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplement or amendment to this Fourth Supplemental Trust Agreement, or any term or provision therein contained, is desirable, having in view the purposes of such instrument, the needs of EDA, the rights and interests of the Holders, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the EDA or to any Holder or to anyone whomsoever for its refusal in good faith to enter into any such supplement or amendment to this Fourth Supplemental Trust Agreement if such agreement is deemed by it to be contrary to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for EDA, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Fourth Supplemental Trust Agreement and the Master Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to join in the execution of such supplement or amendment.

ARTICLE XII

SUPPLEMENTS AND AMENDMENTS TO THE PAYMENT AGREEMENT

Section 12.01. **Supplements and Amendments Not Requiring Holders' Consent**. EDA may enter into supplements and amendments to the Payment Agreement only in accordance with the provisions of this Article. From time to time and at any time, EDA may enter into such supplements and amendments as it shall deem not adverse to the interests of the Holders of the Series 2017 Bonds after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to the Payment Agreement, and the Trustee may consent to such amendments and supplements to the Payment Agreement as shall not, in the judgment of the Trustee, be materially adverse to the interests of the Holders of the Series 2017 Bonds (which supplements and amendments shall thereafter form a part thereof):

(a) to cure any ambiguity or formal defect or omission in the Payment Agreement or in any supplement or amendment thereto, or

(b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holders of the Series 2017 Bonds, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders of the Series 2017 Bonds or EDA or the Trustee, or

(c) to make any other change in the Payment Agreement, provided only that no such change shall be made to provisions of the Payment Agreement relating to payments that would, in the judgment of the Trustee, be materially adverse to the interests of the Holders.

Amendments or supplements to the Payment Agreement pursuant to this Section 12.01 may be made without the consent of the Holders.

Section 12.02. **Supplements and Amendments Requiring Holders' Consent**. Except for supplements or amendments provided for in Section 12.01, EDA shall not enter into and the Trustee shall not consent to any supplement or amendment to the Payment Agreement unless notice of the proposed execution of such supplement or amendment shall have been given and the Holders of more than a majority in aggregate principal amounts of the Series 2017 Bonds then outstanding shall have consented to and approved the execution thereof, in the same manner as provided for in Section 11.02 hereof in the case of supplements and amendments to this Fourth Supplemental Trust Agreement; provided that the Trustee shall be entitled to exercise its discretion in consenting or not consenting to any such supplement or amendment in the same manner as provided for in Section 11.04 hereof in the case of supplements and amendments to this Fourth Supplemental Trust Agreement.

ARTICLE XIII

DEFEASANCE

Section 13.01. **Defeasance**. When (a) the Series 2017 Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Fourth

Supplemental Trust Agreement or the Master Trust Agreement, and (b) the whole amount of the principal and the interest and premium, if any, so due and payable upon all Series 2017 Bonds shall be paid or if the Trustee, the Bond Registrar or any Paying Agent shall hold sufficient money or Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on all Series 2017 Bonds then outstanding to the maturity date or dates of such Series 2017 Bonds or dates fixed for Sinking Fund Redemption or to the date or dates specified for the optional or extraordinary optional redemption thereof, and (c) if Series 2017 Bonds are to be called for redemption, irrevocable instructions to call unconditionally the Series 2017 Bonds for redemption shall have been given by EDA, and (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holders in the Subfunds mentioned in this Fourth Supplemental Trust Agreement and the Master Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel nationally recognized as expert in legal matters relating to states and their political subdivisions, to the effect that all conditions precedent to the release of this Fourth Supplemental Trust Agreement have been satisfied, the Trustee shall release this Fourth Supplemental Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over to EDA, any surplus in any and all balances remaining in all Subfunds that are allocable to the Series 2017 Bonds, other than money held for the redemption or payment of Series 2017 Bonds. Otherwise, this Fourth Supplemental Trust Agreement shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Bond Registrar or any Trustee or Paying Agent as hereinabove provided, (i) in addition to the requirements set forth in Article III of this Fourth Supplemental Trust Agreement, EDA, within thirty (30) days after such money or Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Bond Registrar to be mailed to all Holders of the Series 2017 Bonds setting forth (a) the date or dates, if any, designated for the redemption of the Series 2017 Bonds, (b) the deposit of such money or Defeasance Obligations so held by it, and (c) that this Fourth Supplemental Trust Agreement has been released in accordance with the provisions of this Section, and (ii) the Bond Registrar shall retain such rights, powers and privileges under this Fourth Supplemental Trust Agreement as may be necessary and convenient for the registration of transfer and exchange of Series 2017 Bonds.

All money and Defeasance Obligations held by the Trustee or any Paying Agent (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. **Fourth Supplemental Trust Agreement as supplemental agreement.** This Fourth Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Master Trust Agreement, and shall form a part thereof, and, as hereby supplemented, the Master Trust Agreement is hereby ratified, approved and confirmed.

Section 14.02. **Recitals, Statements and Representations made by EDA, not Trustee.** Except for the final recital in this Fourth Supplemental Trust Agreement, the recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the EDA and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 14.03. **EDA, County, Trustee and Bondholders Alone to Have Rights.** Nothing in this Fourth Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than EDA, the County, the Trustee and the Holders of the Series 2017 Bonds issued under the Master Trust Agreement and this Fourth Supplemental Trust Agreement any legal or equitable right, remedy or claim under or in respect of this Fourth Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2017 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of EDA, the County, the Trustee and the Holders of said Series 2017 Bonds issued under the Master Trust Agreement and this Fourth Supplemental Trust Agreement.

Section 14.04. **Identifying Information**. To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. EDA agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from EDA or other relevant documentation.

Section 14.05. **Headings Not Part of Agreement; Certain Definitions.** The title of Sections and any wording on the cover of this Fourth Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

Section 14.06. **Covenants to Bind Successors**. All the covenants, stipulations, promises and agreements in this Fourth Supplemental Trust Agreement contained made by or on behalf of the EDA or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Fourth Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank National Association has caused this Fourth Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Chairman

[SEAL]

Attest:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Name:
Title:

PRELIMINARY OFFICIAL STATEMENT DATED _____ __, 2017

NEW ISSUES
Full Book-Entry

RATINGS: **Fitch..... "___"**
Moody's..... "___"
Standard & Poor's..... "____"
(See "RATINGS" herein)

[In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain covenants and with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, and subject to conditions described in "TAX MATTERS" herein, interest on the Series 2017 B Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Interest on the Series 2017 A Bonds will be includable in gross income of the owners thereof for federal income tax purposes. Under the Enabling Act (as defined herein), the income, including any profit made on the sale thereof, from the Series 2017 Bonds shall at all times be exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof. See "TAX MATTERS" herein for further information regarding certain provisions of the Code that may affect the tax treatment of interest on the Series 2017 Bonds for certain bondholders.]

$_____*
Fairfax County Economic Development Authority
Fairfax County Facilities Revenue Bonds
Series 2017 A
(County Facilities Projects) (Federally Taxable)

[$_____*
Fairfax County Economic Development Authority
Fairfax County Facilities Revenue Refunding Bonds
Series 2017 B
(County Facilities Projects)]

Dated: Date of Delivery **Due: August 1, as shown on the inside cover pages**

Interest on the Series 2017 Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2018.

The Series 2017 Bonds are subject to optional, extraordinary optional [and mandatory sinking fund] redemption prior to maturity as more fully described herein.

The Series 2017 A Bonds and [Series 2017 B Bonds] (collectively, the "Series 2017 Bonds") will be issued as the fifth and [sixth] series of bonds issuable under a Master Trust Agreement, dated as of January 1, 2005 (the "Master Trust Agreement"), as previously supplemented and as supplemented by the Fourth Supplemental Trust Agreement, dated as of _____ 1, 2017, each between Fairfax County Economic Development Authority (the "Authority") and U.S. Bank National Association, as successor trustee. The Series 2017 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 ("DTC"), which will act as securities depository for the Series 2017 Bonds. Individual purchases of the Series 2017 Bonds will be made in book-entry form only in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their ownership interest in the Series 2017 Bonds purchased. So long as DTC or its nominee is the registered owner of the Series 2017 Bonds, payments of the principal of and interest due on the Series 2017 Bonds will be made directly to DTC.

The Series 2017 A Bonds are being issued to provide funds to (i) finance the construction and improvement of certain property to be used by Fairfax County, Virginia (the "County"), as an adult day care facility, child day care centers and a senior center or for other potential County approved purposes (the "Lewinsville Community Services Facilities Project") and (ii) pay costs associated with the issuance of Series 2017 A Bonds. [The Series 2017 B Bonds are being issued (i) to refund certain outstanding maturities of the Authority's Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) which were issued to finance construction of a mental health facility, a related parking garage and a neighborhood community center (the "Series 2012 A Project") and (ii) pay costs associated with the issuance of Series 2017 B Bonds.]

The Series 2017 Bonds are payable from installment payments to be made by the County under an Installment Purchase Contract, dated as of _____ 1, 2017, between the Authority and the County (the "Installment Purchase Contract"), pursuant to which the Authority has sold to the County the Authority's interest in the Lewinsville Community Services Facilities Project and agreed to refinance the Series 2012 A Project. The obligation of the County to make payments under the Installment Purchase Contract in each fiscal year of the County is absolute and unconditional but subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of Fairfax County for such purpose. The Series 2017 Bonds and any additional bonds issued under the Master Trust Agreement will be secured on a parity by payments due under payment agreements including terms similar to the terms of the Installment Purchase Contract.

The Series 2017 Bonds are not a debt of County, the Authority, the Commonwealth of Virginia or any other political subdivision thereof, within the meaning of any constitutional, charter, or statutory debt limit or restriction, nor is the full faith and credit of County, the Authority or the Commonwealth of Virginia pledged to the payment of the Series 2017 Bonds or the interest thereon. The Authority has no taxing power.

The Series 2017 Bonds are offered when, as and if executed and delivered and received by the Underwriters, subject to the approval of legality by Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, County Attorney, for the Authority by Thomas O. Lawson, P.L.C., Fairfax, Virginia, and for the Underwriters by _____. It is expected that the Series 2017 Bonds will be available for delivery through the DTC book-entry system on or about _____ _, 2017.

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.

Dated: _____ _, 2017

---

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2017 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 2017 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 Economic Development Authority
Fairfax County Facilities Revenue Bonds
Series 2017 A
(County Facilities Projects) (Federally Taxable)

Base CUSIP† Number 30382

Dated: Date of Delivery **Due: August 1, as shown below**

MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

Maturity (August 1)	Principal Amount*	Interest Rate	Yield or Price	CUSIP† Suffix
20__	$			
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
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 being changed after the issuance of the Series 2017 A Bonds.

* Preliminary, subject to change.

**[$_____*
Fairfax County Economic Development Authority
Fairfax County Facilities Revenue Refunding Bonds
Series 2017 B
(County Facilities Projects)]**

Base CUSIP† Number 30382

Dated: Date of Delivery **Due: August 1, as shown below**

MATURITY, AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

Maturity (August 1)	Principal Amount	Interest Rate	Yield or Price	CUSIP† Suffix
20__	$			
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				

$_____* __% Term Bond due August 1, 20__*, priced at ____ to Yield ____, CUSIP Suffix

$_____* __% Term Bond due August 1, 20__*, priced at ____ to Yield ____, CUSIP Suffix

† 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 2017 B Bonds.

* Preliminary, subject to change.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Catherine Lange, *Chairman*
Ronald C. Johnson, *Secretary*
Christian Deschauer
Linnie Haynesworth
Esther C. Lee
Roderick Mitchell
James Quigley

COUNSEL FOR AUTHORITY
Thomas O. Lawson, P.L.C.

FAIRFAX COUNTY, VIRGINIA

BOARD OF SUPERVISORS

Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
John C. Cook
John W. Foust
Patrick S. Herrity
Catherine M. Hudgins
Jeffrey C. McKay
Kathy L. Smith
Linda Q. Smyth
Daniel G. Storck

COUNTY OFFICIALS

Edward L. Long Jr., *County Executive*
Patricia D. Harrison, *Deputy County Executive*
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

[IN CONNECTION WITH THIS OFFERING, _____, AS REPRESENTATIVE OF THE UNDERWRITERS (COLLECTIVELY, THE "UNDERWRITERS"), MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2017 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 2017 Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Series 2017 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 2017 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 2017 Bonds described herein to the residents of any particular state and is not specifically directed to the residents of any particular state. The Series 2017 Bonds will not be offered or sold in any state unless and until they are either registered pursuant to the laws of such state, or qualified pursuant to an appropriate exemption from registration in such state.

NEITHER THE SERIES 2017 BONDS NOR THE TRUST AGREEMENT (AS SUCH TERMS ARE DEFINED HEREIN) HAVE 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 2017 BONDS OR THE TRUST AGREEMENT IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE SERIES 2017 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 2017 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 of 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 "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 Economic Development Authority (Virginia)
Fairfax County Facilities Revenue Bonds
Series 2017 A (County Facilities Projects) (Federally Taxable)

$_____*
[Fairfax County Economic Development Authority (Virginia)
Fairfax County Facilities Revenue Refunding Bonds
Series 2017 B
(County Facilities Projects)]

INTRODUCTION

The purpose of this Official Statement, including the cover page and the Appendices hereto, is to set forth certain information regarding $_____* aggregate principal amount of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the "Series 2017 A Bonds") and [$_____* aggregate principal amount of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects)] (the "Series 2017 B Bonds" and, together with the Series 2017 A Bonds, the "Series 2017 Bonds") to be issued by the Fairfax County Economic Development Authority (the "Authority"). The Series 2017 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia, including Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (collectively, the "Enabling Act"), and the provisions of a Master Trust Agreement, dated as of January 1, 2005, as previously supplemented (the "Master Trust Agreement") and a Fourth Supplemental Trust Agreement, dated as of _____ 1, 2017 (the "Fourth Supplemental Trust Agreement" and together with the Master Trust Agreement, the "Trust Agreement"), each between the Authority and U.S. Bank National Association, as successor trustee (the "Trustee"), Richmond, Virginia. The Series 2017 A Bonds, the Series 2017 B Bonds, together with any Additional Bonds and Refunding Bonds issued pursuant to the Trust Agreement, are collectively referred to herein as the "Bonds." Capitalized, undefined terms used herein but not defined in the body of this Official Statement have the meanings set forth in Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Definitions."

The Series 2017 A Bonds are being issued to provide funds to finance [the/ a portion] of the costs of the construction and improvement of a building to be used by Fairfax County, Virginia (the "County"), as an adult day care facility, child day care centers and a senior center or for other potential County approved purposes (the "Lewinsville Community Services Facilities Project) and to pay costs in connection with the issuance of the Series 2017 A Bonds. See "THE PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS." [The Series 2017 B Bonds are being issued to provide funds to refund and redeem prior to their respective maturities certain outstanding bonds of the Authority's Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) issued to finance the construction and improvement of certain property to be used by the County as a mental health facility and as a neighborhood community center (the "Series 2012 A Project") and to pay costs in connection with the issuance of the Series 2017 B Bonds. See "REFUNDING PLAN" and "ESTIMATED SOURCES AND USES OF FUNDS."]

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* Preliminary, subject to change.

Simultaneously with the execution and delivery of the Fourth Supplemental Trust Agreement, the Authority and the County will enter into an Installment Purchase Contract with respect to the Lewinsville Community Services Facilities Project (the "Contract"). Under the Contract, the Authority will agree (1) to sell its interests in the Lewinsville Community Services Facilities Project to the County and [refinance the Series 2012 A Project] in consideration of the County's (i) undertaking responsibility for the Lewinsville Community Services Facilities Project, [(ii) adjustment of the necessary payments required to refinance the Series 2012 A Project] and (iii) agreement to pay a purchase price for the Lewinsville Community Services Facilities Project, and interest thereon, sufficient for the Authority to pay timely the debt service on the Series 2017 Bonds and (2) to make available to the County proceeds of (i) the Series 2017 A Bonds to pay the cost of constructing, improving and equipping the Lewinsville Community Services Facilities Project and [(ii) the Series 2017 B Bonds to refund the Refunded Bonds (as hereinafter defined).] See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – The Installment Purchase Contract."

Under the Contract, the County has agreed to make "Basic Contract Payments" in amounts sufficient to pay the principal of and interest on the Series 2017 Bonds. Under the Contract, the County has also agreed to make "Additional Contract Payments" (together with Basic Contract Payments, the "Contract Payments") in amounts sufficient, among other purposes, to pay the Authority's expenses allocable to the Contract and for the Authority to pay timely the compensation and expenses of the Trustee. Under the Trust Agreement, the Authority has assigned its right to receive the Contract Payments (except those Additional Contract Payments required to pay certain Authority expenses) to the Trustee for the benefit of the owners of the Series 2017 Bonds. The obligation of the County to make Basic Contract Payments and Additional Contract Payments and any other payments required under the Contract in each fiscal year is a valid and binding obligation of the County but is subject to and contingent upon the annual appropriation of funds by the Board of Supervisors of the County (the "Board of Supervisors") for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS – Basic Contract Payments and Additional Contract Payments" and "CERTAIN INVESTMENT CONSIDERATIONS."

The Series 2017 Bonds are limited obligations of the Authority payable solely from the revenues pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia (the "State" or the "Commonwealth"), nor any political subdivision thereof (including the Authority and the County), are pledged to the payment of the principal of or the interest or premium, if any, on the Series 2017 Bonds. The Authority has no taxing power.

Brief descriptions of the Authority, the County, the Lewinsville Community Services Facilities Project, the Refunding Candidates (as defined herein), the Series 2017 Bonds, the security for the Series 2017 Bonds, the Trust Agreement, the Contract, 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 was created in 1964 pursuant to the Enabling Act to foster and stimulate the development of industry within Fairfax County and is a political subdivision of the Commonwealth. It is governed by seven commissioners appointed by the County's Board of Supervisors. The Authority is empowered by the Enabling Act to, among other things, acquire, construct, own, lease and dispose of various types of facilities, including facilities for use by a county, a municipality, the Commonwealth and its agencies, or other governmental organization, and to finance the same by the issuance of its revenue bonds for such purposes. The Authority has no taxing power. The power of the Authority to issue its revenue bonds for the purposes set forth in the Enabling Act was upheld by the Supreme Court of

Virginia in *Fairfax County Industrial Development Authority v. Coyner*, 207 Va. 351, 120 S.E. 2d 817 (1966).

The members of the Board of Commissioners of the Authority and the expiration dates of their respective terms in office are set forth below:

Member	Term Expires
Catherine Lange, Chairman	July 1, 2017
Ronald C. Johnson, Secretary	July 1, 2018
Christian Deschauer	July 1, 2018
Linnie Haynesworth	July 1, 2017
Esther C. Lee	July 1, 2019
Roderick Mitchell	July 1, 2020
James Quigley	July 1, 2019

Gerald L. Gordon serves as President of the Authority.

The Authority has acted as a conduit issuer of bonds other than the Series 2017 Bonds. Only Bonds outstanding under the Trust Agreement, including the Series 2017 Bonds, are payable from payments made under the Contract or other Payment Agreements (hereinafter defined) entered into upon the issuance of other Bonds under the Trust Agreement.

THE COUNTY

The County is located in the northeastern corner of Virginia and encompasses a net land area of 407 square miles. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The County's government is organized as an 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 supervisor 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 state 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 Appendices A and B for further information regarding the County.

THE LEWINSVILLE COMMUNITY SERVICES FACILITIES PROJECT

[The County has determined to demolish the current facility located at 1609 Great Falls Street McLean, Virginia 22101 and construct and improve at the site a new building that will (i) be used by the County's Health Department as an Adult Day Care Facility, (ii) contain two private child day care centers, (iii) be used as space for senior center programs by the County's Department of Neighborhood and Community Services or (iv) be used for other potential County approved purposes. A separate building at the address will be financed and built separately by a developer, such building will provide 82 units independent living housing for the elderly.]

REFUNDING PLAN

[The Authority will use a portion of the proceeds of the Series 2017 B Bonds to provide funds, to refund all or a portion of the Authority's outstanding Fairfax County Facilities Revenue Bonds, Series 2012 A that mature on March 1, 20__* through March 1, 20__*, inclusive and March 1, 20__*, March 1, 20__*, and March 1, 20__*, and that are subject to redemption prior to maturity at the option of the Authority (the "Refunding Candidates"), which were issued and are outstanding under the Master Trust Agreement. The purpose of the refunding is to achieve present value debt service savings. The County's decision whether to refund any given maturity of the Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Series 2017 B Bonds. 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 2017 B Bonds are referred to as the "Refunded Bonds." The Authority will deposit with U.S. Bank National Association, Richmond, Virginia, 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 March 1, 2021 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 _____. See "VERIFICATION OF CERTAIN FINANCIAL COMPUTATIONS" herein. Set forth below are the Refunding Candidates and their original CUSIP numbers.]

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* Preliminary, subject to change.

Refunding Candidates*

Refunded Bonds	Maturities	Amount	Redemption Date	Redemption Price	CUSIP Number†
2012 A Bonds	March 1, 20__	$	March 1, 2021	100%	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L
	March 1, 20__		March 1, 2021	100	30382L

† 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 2017 B Bonds.

* Preliminary, subject to change

ESTIMATED SOURCES AND USES OF FUNDS

The County currently estimates that the following will be the sources and uses of the proceeds of the Series 2017 Bonds:

Series 2017 A Bonds

Sources

Principal amount of the Series 2017 A Bonds	$
Net Original Issue Premium/Discount	_____
Total	$

Uses

Lewinsville Community Services Facilities Project	$
Costs of Issuance[1]	_____
Total	$

Series 2017 B Bonds

Sources

Principal amount of the Series 2017 B Bonds	$
Net Original Issue Premium/Discount	_____
Total	$

Uses

Deposit in Escrow Account for Refunded Bonds	
Costs of Issuance[2]	_____
Total	$

[1] Includes Underwriters' discount, legal, accounting, printing and other costs of issuing the Series 2017 A Bonds.
[2] Includes Underwriters' discount, legal, accounting, printing and other costs of issuing the Series 2017 B Bonds.

THE SERIES 2017 BONDS

General

The Series 2017 Bonds will be dated their date of delivery and will bear interest at the rates and mature, subject to the rights of redemption described below, in the amounts and on the dates set forth on pages (i) and (ii) of this Official Statement. The Series 2017 Bonds will be issuable as fully registered bonds in authorized denominations of $5,000 and integral multiples thereof. The Regular Record Date for the Series 2017 Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

Interest on the Series 2017 Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2018 (each an "Interest Payment Date"). Interest is calculated based on a 360-day year consisting of twelve thirty-day months. Principal of the Series 2017 Bonds is payable at maturity, subject to prior redemption as described below under "–Redemption of Series 2017 Bonds." The Series 2017 Bonds will be issued in a book-entry only system of registration, and so long as The Depository Trust Company, New York, New York ("DTC"), or its nominee is the registered owner of the Series 2017 Bonds, payments of the principal, of, premium, if any, and interest on the Series 2017 Bonds will be payable directly to DTC. See "–Book-Entry Only System" below.

Redemption of Series 2017 Bonds

[Series 2017 A Bonds

Optional Redemption. The Series 2017 A Bonds maturing after August 1, 2027, are subject to redemption at the option of the Authority, in whole or in part, at any time on or after August 1, 2027, at a redemption price equal to 100% of the principal amount of the Series 2017 A Bonds to be redeemed plus interest accrued thereon to the redemption date.

"Make-Whole" Optional Redemption. The Series 2017 A Bonds maturing on and before August 1, 2027, are subject to redemption at the option of the Authority, in whole or in part, on any business day, at the Make-Whole Redemption Price (as defined herein). The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the Series 2017 A Bonds to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2017 A Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2017 A Bonds are to be redeemed, discounted to the date on which the Series 2017 A Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus 0.10%; plus in each case, accrued and unpaid interest on the Series 2017 A Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

"Treasury Rate" means, with respect to any redemption date for a particular Series 2017 A Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (defined below), assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price (defined below), as calculated by the Designated Investment Banker (defined below).

"Comparable Treasury Issue" means, with respect to any redemption date for a particular Series 2017 A Bond, the United States Treasury security or securities selected by the Designated Investment

Banker that has an actual or interpolated maturity comparable to the remaining average life of the Series 2017 A Bond to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Series 2017 A Bond to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Series 2017 A Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations (defined below), the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the Authority.

"Reference Treasury Dealer" means each of the four firms, specified by the Authority from time to time, that are primary United States government securities dealers in the City of New York (each a "Primary Treasury Dealer"); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Authority will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2017 A Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

Any Make-Whole Redemption Price of Series 2017 A Bonds to be redeemed pursuant to the provisions described under this section will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Authority to calculate such redemption price. The Authority may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

Extraordinary Optional Redemption. The Series 2017 A Bonds are subject to extraordinary optional redemption, in whole or in part on any date, at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the Board of Supervisors of the County of its option to prepay the Purchase Price or portion thereof, pursuant to the Installment Purchase Contract when proceeds of an insurance or condemnation award are received and such proceeds are not used to repair, reconstruct or restore the Lewinsville Community Services Facilities Project. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fourth Supplemental Trust Agreement – *Extraordinary Optional Redemption*."

[*Mandatory Sinking Fund Redemption*.

The Series 2017 A Bonds maturing August 1, 20__, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 A Bonds Maturing August 1, 20_

Year	Principal Amount
20__	$
20__	
20__	(final maturity)

The Series 2017 A Bonds maturing August 1, 20__, are also subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 A Bonds Maturing August 1, 20__

Year	Principal Amount
20__	$
20__	
20__	
20__	(final maturity)

The Series 2017 A Bonds maturing August 1, 20__, are also subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 A Bonds Maturing August 1, 20__

Year	Principal Amount
20__	$
20__	
20__	
20__	(final maturity)

The Trust Agreement requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2017 A Bonds set forth above (after credit, as provided in the Trust Agreement, for any such Series 2017 A Bonds previously purchased or redeemed and not credited to the sinking fund obligation). See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fourth Supplemental Trust Agreement – *Mandatory Sinking Fund Redemption.*"]

Series 2017 B Bonds

*Optional Redemption.** The Series 2017 B Bonds maturing after August 1, 2027, are subject to redemption at the option of the Authority, in whole or in part, at any time on or after August 1, 2027, at a redemption price equal to 100% of the principal amount of the Series 2017 B Bonds to be redeemed plus interest accrued thereon to the redemption date.

Extraordinary Optional Redemption. The Series 2017 B Bonds are subject to extraordinary optional redemption, in whole or in part on any date, at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, upon the exercise by the Board of

* Preliminary, subject to change.

Supervisors of the County of its option to prepay, the Purchase Price or portion thereof, pursuant to the Installment Purchase Contract when proceeds of insurance or a condemnation award are received and such proceeds are not used to repair, reconstruct or restore the Series 2012 A Project. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fourth Supplemental Trust Agreement – *Extraordinary Optional Redemption*."

[*Mandatory Sinking Fund Redemption*.

The Series 2017 B Bonds maturing August 1, 20__, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 B Bonds Maturing August 1, 20_

Year	Principal Amount
20__	$
20__	
20__	(final maturity)

The Series 2017 B Bonds maturing August 1, 20__, are also subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 B Bonds Maturing August 1, 20__

Year	Principal Amount
20__	$
20__	
20__	
20__	(final maturity)

The Series 2017 B Bonds maturing August 1, 20__, are also subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2017 B Bonds Maturing August 1, 20__

Year	Principal Amount
20__	$
20__	
20__	
20__	(final maturity)

The Trust Agreement requires funds to be provided sufficient to redeem on the dates indicated above the principal amounts of such Series 2017 B Bonds set forth above (after credit, as provided in the Trust Agreement, for any such Series 2017 B Bonds previously purchased or redeemed and not credited to the sinking fund obligation). See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Fourth Supplemental Trust Agreement – *Mandatory Sinking Fund Redemption.*"]

Notice of Redemption.

At least 30 days but not more than 90 days before the redemption date of any Series 2017 Bonds, whether in whole or in part, the Trustee will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2017 Bonds to be redeemed in whole or in part. Any defect in such notice or failure to mail such notice shall not affect the validity of the proceedings for the redemption of other Series 2017 Bonds. While the Series 2017 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co. and not to the beneficial owners of the Series 2017 Bonds. See "–Book-Entry Only System" below.

Any notice of optional or extraordinary optional redemption of the Series 2017 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

Book-Entry Only System

The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2017 Bonds, payments of principal of and interest on the Series 2017 Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Series 2017 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2017 Bonds. The Series 2017 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2017 Bond certificate will be issued for each maturity of Series 2017 Bonds of each Series bearing interest at a specified interest rate, each in the aggregate principal amount of such Series 2017 Bonds.

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"). DTC has a Standard & Poor's rating of AA+. 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.

Purchases of the Series 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2017 Bonds on DTC's records. The ownership interest of each actual purchaser of the Series 2017 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 Series 2017 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 Series 2017 Bonds, except in the event that use of the book entry system for the Series 2017 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2017 Bonds with DTC and 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 Series 2017 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2017 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 Series 2017 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2017 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2017 Bond documents. For example, Beneficial Owners of the Series 2017 Bonds may wish to ascertain that the nominee holding the Series 2017 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2017 Bonds within an issue 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 2017 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 2017 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 Series 2017 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed

information from the Authority or the Trustee, 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 Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the Authority or Trustee, 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 Authority or Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2017 Bonds are required to 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, certificates for the Series 2017 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 Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

The Authority may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2017 Bonds without the consent of Beneficial Owners.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS

Master Trust Agreement

Under the Master Trust Agreement, the Authority will pledge and assign to the Trustee, as security for the payment of all Bonds issued under the Master Trust Agreement, all rights, title and interest of the Authority in and to the Contract, including its right to receive Basic Contract Payments and Additional Contract Payments (reserving its right to receive certain Additional Contract Payments and its rights to receive notices, reports, and other statements) under the Contract. If additional Bonds are issued under the Master Trust Agreement, the Authority will in like manner assign to the Trustee all rights, title and interest of the Authority in and to the additional Payment Agreements between the Authority and the County, including the Authority's rights to receive Basic Payments and Additional Payments (exclusive of amounts equal to the Authority's expenses). [The Authority has previously issued its $60,690,000 Fairfax County Facilities Revenue Bonds Series 2005 A (School Board Central Administration Building Project Phase I) (the "Series 2005 A Bonds"), $65,965,000 Fairfax County Facilities Revenue Bonds Series 2012 A (Community Services Facilities Projects) (the "Series 2012 A Bonds"), $170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "Series 2014 A Bonds") and $30,175,000 Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "Series 2014 B Bonds") under the Master Trust Agreement and pledged and assigned its right to receive basic contract payments and additional contract payments under Payment Agreements entered into with the County for purposes of paying debt service on the Series 2005 A Bonds, the Series 2012 A Bonds, the Series 2014 A Bonds and Series 2014 B Bonds.] The Series 2005 A Bonds were issued to finance the purchase and improvement of a school board

administration building, the Series 2012 A Bonds were issued to finance the costs of the Series 2012 A Project, the Series 2014 A Bonds were issued to finance the construction and improvement of a public safety facility and related parking garage and refund certain outstanding maturities for the Series 2005 A Bonds and the Series 2014 B Bonds were issued to permanently finance the leasehold acquisition of the Workhouse Arts Center located in Lorton, Virginia. See "–Additional Bonds."

Basic Contract Payments and Additional Contract Payments

The County is obligated under the Contract to make Basic Contract Payments that are sufficient to pay the principal of and interest due on the Series 2017 Bonds. Under the Contract, the County has agreed also agreed to make Additional Contract Payments in amounts sufficient, among other purposes, to pay the Authority's expenses allocable to the Contract and for the Authority to pay timely the compensation and expenses of the Trustee. Under the Trust Agreement, the obligation of the County to make all Contract Payments and other payments required under the Contract in any 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 failure of the County to pay all or any portion of the Contract Payments or any other amounts due under the Contract on account of a failure of the Board of Supervisors of the County to appropriate such sums (an "Event of Nonappropriation") would not constitute a default or an event of default under the Contract. See "CERTAIN INVESTMENT CONSIDERATIONS."

Budget and Appropriation

The Authority has covenanted in the Trust Agreement that it will request the County annually for each fiscal year to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments and Additional Payments payable by the County under all Payment Agreements, such as the Contract, in such fiscal year. The County has covenanted in the Contract that the County Executive shall include as a separate line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the Series 2017 Bonds and all other amounts payable during such fiscal year by the County pursuant to the Contract. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract and all other Payment Agreements during such fiscal year.

If additional Bonds are issued under the Master Trust Agreement, the Authority will in like manner covenant in the applicable Payment Agreement that the County Executive shall include in each annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on such additional Bonds and all other amounts payable during such fiscal year by the County pursuant to the Payment Agreement. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds" and "CERTAIN INVESTMENT CONSIDERATIONS."

Limited Obligations

The Series 2017 Bonds are not a debt of the County, the Authority, the Commonwealth of Virginia or any political subdivision thereof, within the meaning of any constitutional, charter, or statutory debt limit or restriction, nor is the full faith and credit of the County, the Authority or the

Commonwealth of Virginia pledged to the payment of the Series 2017 Bonds or the interest thereon. The Authority has no taxing power.

Additional Bonds

The [Series 2005 A Bonds], the Series 2012 A Bonds, the Series 2014 A Bonds and the Series 2014 B Bonds have been previously issued under the Master Trust Agreement and are on a parity with the Series 2017 Bonds. The Authority may also issue additional Bonds on a parity with the Series 2017 Bonds under the Master Trust Agreement for the financing or refinancing of any "Project." Project is defined to include any facility that the Authority may finance under the Enabling Act. The Authority may also issue refunding Bonds ("Refunding Bonds") on a parity with the [Series 2005 A Bonds], Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds and the Series 2017 Bonds for the purpose of providing funds, together with any other funds available therefor, for refunding all or any part of the [Series 2005 A Bonds], Series 2012 A Bonds, Series 2014 A Bonds, the Series 2014 B Bonds or other Bonds or any other indebtedness incurred to provide a facility for use by the County.

Conditions precedent under the Master Trust Agreement to the Authority's issuance of a series of additional or refunding Bonds on a parity with the [Series 2005 A Bonds], Series 2012 A Bonds, the Series 2014 A Bonds, the Series 2014 B Bonds and Series 2017 Bonds include, among other requirements, the following:

(1) The execution and delivery of a "Payment Agreement," as defined the Master Trust Agreement, as a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County shall be absolutely and unconditionally obligated to make payments on such dates and in such amounts as shall be sufficient for the Authority to make timely payment in each fiscal year of all amounts that may become due and payable on such Series of Bonds. Such payments under a Payment Agreement shall be subject only to the appropriation for such fiscal year by the Board of Supervisors of funds for the purpose of the County's making such payments. Each Payment Agreement shall expressly provide that the County Executive shall include in each operating budget an item, appropriately designated, in an amount not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the applicable Series of Bonds and all other amounts payable during such fiscal year by the County pursuant to the Payment Agreement. Alternatively, the County Executive may include as a single line item in each annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "Basic and Additional Payments – Master Trust Agreement" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments scheduled to become due, and pay all other amounts payable by the County under all Payment Agreements;

(2) The providing of an opinion or opinions of counsel for the County to the effect that (i) the Payment Agreement has been duly authorized, executed and delivered by the County, is in full force and effect and is valid and binding on the County in accordance with its terms and (ii) subject to the usual qualifications and exceptions, the express terms of the Payment Agreement that providing that the County's obligation to make payments to or for the account of the Authority on such dates and in such amounts as shall be sufficient for the Authority to make timely payment of (X) all amounts that may become due and payable on such Series of Bonds, (Y) all other amounts that may become payable under the terms of the Payment Agreement and (Z) all amounts payable under the Master Trust Agreement and the applicable Supplemental Trust Agreement to the extent not provided for in the applicable Payment Agreement or other Payment Agreements or otherwise provided for, are valid and binding subject only to the appropriation by the Board of Supervisors of funds for the purpose of the County's making such payments;

(3) The receipt of written confirmation from each rating agency that has rated at the County's request any Series of outstanding Bonds that the issuance of such Series of Bonds will not cause its Credit Rating on any Series of Bonds (the underlying rating on such Bonds if such Bonds have been credit enhanced) outstanding immediately following such issuance to be lowered or withdrawn on account of the issuance of such Series of Bonds. The Authority has received written confirmation from each Rating Agency that the issuance of the Series 2017 Bonds will not cause the Credit Rating on the [Series 2005 A Bonds], the Series 2012 A Bonds, the Series 2014 A Bonds and Series 2014 B Bonds to be withdrawn or lowered. See "RATINGS" herein for the initial Credit Ratings assigned to the Series 2017 Bonds. Failure by any rating agency to confirm its Credit Rating on the outstanding Bonds on account of the proposed issuance of such additional Bonds would result in a failure to satisfy the requirements described in this clause (3); and

(4) The providing of a certificate of a County Representative stating that the sum of the proceeds of the Series of Bonds, together with other amounts made available for the particular Project to be financed with such Series of Bonds and the estimated investment income on such money is not less than the estimated total Cost of the Project.

See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds."

No Reserve Fund

No debt service reserve fund or other similar reserve fund has been established with respect to the Series 2017 Bonds or any other parity Bonds outstanding under the Master Trust Agreement.

Casualty and Liability Insurance

The Contract requires that the County place in effect at a minimum the following insurance: (i) an "all risks" policy with coverage equal to 100% of the replacement cost value of the Lewinsville Community Services Facilities Project and the Series 2012 A Project, to be determined no less frequently than annually, and (ii) a general liability policy covering all operations and maintenance in connection with the Lewinsville Community Services Facilities Project and the Series 2012 A Project equal to $5,000,000 combined aggregate limit per occurrence for personal injury and property damage liability. All such insurance must be issued by companies licensed to do business in the Commonwealth of Virginia with the Best's Key Rating of at least A-:VI. In the alternative the County may self-insure for all or a portion of the insurance required under the Contract. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – Insurance." The Net Proceeds any insurance money received do not serve as security for the 2017 Bonds under the provisions of the Trust Agreement.

Casualty, Condemnation

If all or a portion of the Lewinsville Community Services Facilities Project is damaged or destroyed by fire or taken by condemnation, the County is obligated either to (a) repair and restore the Lewinsville Community Services Facilities Project to substantially the same condition or utility value as existed prior to such event or (b) apply the Net Proceeds resulting from such event, together with other available moneys, to the payment of the allocable portion of the Series 2017 A Bonds or in full, as applicable, either through redemption of the Series 2017 A Bonds as described herein under "THE SERIES 2017 BONDS – Redemption of Series 2017 Bonds – Series 2017 A Bonds – Extraordinary Optional Redemption" or a defeasance of the Series 2017 A Bonds in accordance with the Trust

Agreement. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – County's Obligation to Maintain and Repair the Properties."

[If all or a portion of the Series 2012 A Project is damaged or destroyed by fire or taken by condemnation, the County is obligated either to (a) repair and restore the Series 2012 A Project to substantially the same condition or utility value as existed prior to such event or (b) apply the Net Proceeds resulting from such event, together with other available moneys, to the payment of the allocable portion of the Series 2017 B Bonds or in full, as applicable, either through redemption of the Series 2017 B Bonds as described herein under "THE SERIES 2017 BONDS – Redemption of Series 2017 Bonds – Series 2017 B Bonds – Extraordinary Optional Redemption" or a defeasance of the Series 2017 B Bonds in accordance with the Trust Agreement. See Appendix C, "SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Installment Purchase Contract – County's Obligation to Maintain and Repair the Properties."]

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2005 A Bonds, Series 2012 A Bonds, Series 2014 A Bonds, Series 2014 B Bonds and the Series 2017 Bonds:

SERIES 2017 BONDS

		Series 2017 A Bonds		Series 2017 B Bonds		
Fiscal Year Ending June 30	Debt Service on Outstanding Bonds[1]	Principal	Interest	Principal	Interest	Total Debt Service
2017	$13,808,827	$	$	$	$	$
2018	22,561,413					
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
2041						
2042						
2043						
2044						
2045						
2046						
Total						

[1] [Includes debt service on Series 2012 A Bonds to be refunded by a portion of the Series 2017 B Bonds.]

See Appendix A, "INFORMATION RELATING TO FAIRFAX COUNTY ─ Debt Administration" for a description of the other tax-supported debt of the County.

CERTAIN INVESTMENT CONSIDERATIONS

The following is a summary of certain risk factors attendant to investment in the Series 2017 Bonds. In order to identify risk factors and make an informed investment decision, investors should review thoroughly all the information contained in this Official Statement.

Non-Appropriation or Default on the Contract

The County's obligation to make Basic Contract Payments and Additional Contract Payments is subject to appropriation of funds for that purpose. The likelihood that the Board of Supervisors will continue to appropriate funds for Basic Contract Payments and Additional Contract Payments during each fiscal year may depend on a number of factors, including, but not limited to (a) the timely and successful completion of the construction of the Lewinsville Community Services Facilities Project, (b) the continuing need of the County for the Lewinsville Community Services Facilities Project and the Series 2012 A Project, (c) political, economic and other factors affecting County government, (d) general fund revenues and expenditures, (e) economic conditions in the County, (f) the usefulness or value of the Lewinsville Community Services Facilities Project and the Series 2012 A Project and (g) the availability of alternative facilities.

Non-Appropriation or Default on Other Payment Agreement

The Series 2017 Bonds will be on a parity with any other Bonds issued under the Master Trust Agreement. Consequently, the failure of the Board of Supervisors to appropriate funds for Basic Payments and Additional Payments under another Payment Agreement such as the Contract in respect of other projects such as the Lewinsville Community Services Facilities Project and the Series 2012 A Project would result in a shortfall in the amounts required to pay debt service on all the Bonds outstanding under the Master Trust Agreement. Consequently, investors must consider the same factors discussed in the paragraph above not only in the context of the Contract and Lewinsville Community Services Facilities Project and the Series 2012 A Project, but also in the context of the projects financed or refinanced by the [the Series 2005 A Bonds], the Series 2014 A Bonds and the Series 2014 B Bonds, other Payment Agreements and other Projects and weigh the adequacy of the protection afforded by the requirements in the Master Trust Agreement for the issuance of additional Bonds. Currently, [the Series 2005 A Bonds], the Series 2012 A Bonds, the Series 2014 A Bonds and the Series 2014 B Bonds are the only other Bonds outstanding under the Master Trust Agreement. See "Appendix C, SUMMARY OF CERTAIN DOCUMENTS PROVISIONS – Master Trust Agreement – Authorization and Issuance of Bonds."

TAX MATTERS

Series 2017 A Bonds

In General

Interest on the Series 2017 A 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 the Enabling Act, the income, including any profit made on the sale thereof, from the Series 2017 A Bonds shall be exempt from all taxation by the Commonwealth or any political subdivision thereof.

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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A Bond whose income or gain in respect of its investment in a Series 2017 A 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 2017 A 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 2017 A 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 2017 A Bonds should consult its own tax advisor.

Payments of Interest.

Payments of interest on a Series 2017 A 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 2017 A 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 $^1/_4$ 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 2017 A Bonds equals the first price at which a substantial amount of such maturity of Series 2017 A 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 2017 A Bond is the sum of all payments provided by the Series 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A Bond with market discount until the maturity of such Series 2017 A 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 2017 A 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 2017 A Bond for an amount that is greater than the sum of all amounts payable on the Series 2017 A Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the Series 2017 A 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 2017 A Bond and may offset interest otherwise required to be included in respect of the Series 2017 A Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Series 2017 A 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 2017 A Bond. However, if the Series 2017 A 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 2017 A 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 2017 A 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 2017 A Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder's tax basis in the Series 2017 A Bond and (B) the sum of all amounts payable on such Series 2017 A 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 2017 A Bond and (Y) the sum of all amounts payable on such Series 2017 A Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a Series 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A Bond

Except as discussed above, upon the sale, exchange or retirement of a Series 2017 A 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 2017 A Bond. A U.S. Holder's adjusted tax basis in a Series 2017 A Bond generally will equal such U.S. Holder's initial investment in the Series 2017 A 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 2017 A Bond. Such gain or loss generally will be long-term capital gain or loss if the Series 2017 A 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***

[*Insert the following if the Series 2017 A Bonds are subject to optional redemption at par.]* Persons considering the purchase of a Series 2017 A Bond should be aware that a defeasance of a Series 2017 A Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2017 A 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.]

Medicare Tax

For taxable years beginning after December 31, 2012, an additional 3.8% tax will be imposed on the net investment income (which includes interest, original issue discount and net gains from a disposition of a Series 2017 A Bond) of certain individuals, trust and estates. Prospective investors in the Series 2017 A Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2017 A Bonds.

Backup Withholding

A beneficial owner of the Series 2017 A 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 2017 A Bonds or with respect to proceeds received from a disposition of the Series 2017 A Bonds. This withholding applies if such beneficial owner of Series 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A Bonds pursuant to a loan agreement entered into in the ordinary course of the bank's trade or business.

Assuming payments on the Series 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A 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 2017 A Bonds and sales proceeds of Series 2017 A 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, 2016 and (ii) certain "pass-thru" payments no earlier than January 1, 2017. 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 2017 A Bonds, including the role that such an investment in the Series 2017 A Bonds would play in the Plan's overall investment portfolio. Each Plan Fiduciary, before

deciding to invest in the Series 2017 A Bonds, must be satisfied that such investment in the Series 2017 A Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Series 2017 A Bonds, are diversified so as to minimize the risk of large losses and that an investment in the Series 2017 A 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 2017 A Bonds.

[Series 2017 B 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 2017 B Bonds for purposes of federal income taxation. In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law and assuming continuing compliance by the County and the Authority with such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Series 2017 B Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2017 B Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the County or the Authority to comply with such covenants and requirements may cause interest on the Series 2017 B Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2017 B Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2017 B Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or in reliance upon the advice or opinion of counsel other than Bond Counsel.

Interest on the Series 2017 B Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Series 2017 B 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 2017 B 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 2017 B Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Series 2017 B Bonds with original issue discount (a "Discount Bond") will be excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2017 B Bonds. In general, the issue price of a maturity of the Series 2017 B Bonds is the first price at which a substantial amount of Series 2017 B Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum

tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Series 2017 B Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bonds and with respect to state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

The excess, if any, of the tax basis of Series 2017 B Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2017 B Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is "Bond Premium." Bond Premium is amortized over the term of such Series 2017 B Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such Series 2017 B Bonds are required to decrease their adjusted basis in such Series 2017 B Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2017 B Bonds are held. The amortizable bond premium on such Series 2017 B Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Series 2017 B Bonds is treated as an offset to qualified stated interest received on such Series 2017 B Bonds. Owners of such Series 2017 B Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2017 B Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2017 B Bonds.

Backup Withholding

Interest paid on the Series 2017 B Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2017 B Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2017 B Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not "exempt recipients," and (ii) either fail to provide certain identifying information (such as the beneficial owner's taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner's federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under the Authority Act, the income on the Series 2017 B Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth or any political subdivision thereof.

The Code contains other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2017 B Bonds or the inclusion in certain computations of interest on the Series 2017 B Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2017 B BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2017 B Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2017 B Bonds. Prospective purchasers of the Series 2017 B 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 2017 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 ("S&P"). The County requested that the Series 2017 Bonds be rated and furnished certain information to Fitch, Moody's and S&P, including certain information that is not included in this Official Statement. These ratings are not a recommendation to buy, sell or hold the Series 2017 Bonds. Generally, rating agencies base their ratings on such materials and information, 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 Series 2017 Bonds.

LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Series 2017 Bonds are subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Such opinion will be furnished without expense to the purchasers of the Series 2017 Bonds.

Certain legal matters will be passed upon for the Authority by Thomas O. Lawson, P.L.C., Fairfax, Virginia, and for the County by Elizabeth D. Teare, Esquire, County Attorney.

LEGALITY FOR INVESTMENTS

Under the Enabling Act, the Series 2017 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 2017 Bonds, the application of the proceeds thereof as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (b) in any way contesting or affecting any authority for the issuance or validity of the Series 2017 Bonds or the validity of the Trust Agreement, (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.

See Appendix A, "INFORMATION RELATING TO FAIRFAX COUNTY" for a description of litigation affecting 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 2017 Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is a financial advisory, investment management, and consulting organization and is not engaged in the business of underwriting municipal securities.

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 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.]

UNDERWRITING

The Series 2017 Bonds are being purchased for reoffering by _____, as representative of the underwriters (the "Underwriters"), at a purchase price of $_____ (which reflects the par amount of the Series 2017 Bonds, less $_____ Underwriters' discount and plus $_____ net original issue premium). The Underwriters intend to offer the Series 2017 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing Series 2017 Bonds into investments trusts), which may reallow

concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters

CONTINUING DISCLOSURE 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 2017 Bonds, and the Authority will not provide any such information. The County has undertaken all responsibilities for continuing disclosure for the benefit of the Owners, and the Authority shall have no liability to the Owners or any other person with respect to such disclosures.

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Series 2017 Bonds, unless it has determined that the issuer of such securities or other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule ("Event Notices").

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix B), to be dated the date of delivery of the Series 2017 Bonds, for the benefit of the holders of the Series 2017 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing March 31, 2018. Similarly, the County will provide Event Notices with respect to the Series 2017 Bonds to EMMA.

[In accordance with continuing disclosure undertakings (the "Sewer Undertakings") relating to the County's sewer revenue bonds, the County agreed to provide and file certain annual financial and statistical information ("Sewer System Annual Disclosure Reports") relating to the County's sanitary sewer system (the "System") as well as the County's audited financial statements for the System ("Sewer System Annual Financial Statements"). For the Fiscal Years ended June 30, 2009, and June 30, 2010, the County prepared and filed the Sewer System Annual Disclosure Reports for each year. Such filings, however, inadvertently did not include the prepared Sewer System Annual Financial Statements (the "2009 and 2010 Sewer System Annual Financial Statements") required to be included in such filings pursuant to the terms of the Continuing Disclosure Undertakings, although the 2009 and 2010 Sewer System Annual Financial Statements were timely posted to the County's website. As of June 5, 2014, the County filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds ("UOSA Bonds") issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the "UOSA Undertakings") to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.]

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority's Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required under such undertakings a description of the twenty largest owners of real property

by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

In addition, pursuant to the Sewer Undertakings relating to certain sewer 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 2017 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriters' obligations to purchase the Series 2017 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Series 2017 Bonds, of an executed copy of the Continuing Disclosure Agreement.

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 ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman

BOND PURCHASE AGREEMENT

$_____
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE BONDS
SERIES 2017 A
(COUNTY FACILITIES PROJECTS) (FEDERALLY TAXABLE)

$_____
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS
SERIES 2017 B
(COUNTY FACILITIES PROJECTS)

_____ __, 2017

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182

The undersigned, _____ (the "Representative"), on its own behalf and on behalf of _____ (collectively, the "Underwriters"), hereby agrees to purchase the above-captioned bonds (the "Series 2017 Bonds") from the Fairfax County Economic Development Authority (the "Authority") pursuant to the terms and conditions of this Bond Purchase Agreement (this "Agreement").

The Series 2017 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the "Commonwealth"), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the "Enabling Act"), and a resolution duly adopted by the Authority on _____ __, 2017 (the "Authority Resolution"). The Board of Supervisors of Fairfax County (the "Board of Supervisors") requested that the Authority issue the Series 2017 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 Series 2017 Bonds; Public Offering; Good Faith Deposit

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree, jointly and severally, to purchase all the Authority's Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the "Series 2017 A Bonds") for the sum of $_____, representing the par amount of the Series 2017 A Bonds ($_____), plus net original issue premium of $_____, less an underwriting discount of $_____, and the Authority's Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the "Series 2017 B Bonds") for the sum of $_____, representing the par amount of the Series 2017 B Bonds ($_____), less an underwriting discount of $_____.

The Series 2017 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that neither the County nor the Authority has authorized or consented to any of the following:

(i) the sale of the Series 2017 Bonds to any purchaser in connection with the initial public offering of the Series 2017 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2017 Bonds in any jurisdiction where any such offer or sale would be in violation of such jurisdiction's securities or "Blue Sky" laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2017 Bonds in connection with the offering and sale of the Series 2017 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 Series 2017 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board ("MSRB") or the Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Series 2017 Bonds they will comply with the applicable rules of the MSRB.

(c) The Underwriters agree to make a bona fide public offering of the Series 2017 Bonds at the initial offering prices or yields set forth on [pages (i) and (ii)] of the Official Statement of the Authority; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Series 2017 Bonds, and may offer and sell the Series 2017 Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein. The Representative shall

provide to the Authority and the County an issue price certificate setting forth the offering prices of the Bonds in a form satisfactory to bond counsel ("Bond Counsel").

(d) On the date hereof, the sum of $_____ being payment in good faith on account of the purchase price of the Series 2017 A Bonds and $_____ being payment in good faith on account of the purchase price of the Series 2017 B 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 Series 2017 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 Series 2017 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority's failure to tender delivery of the Series 2017 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

Section 2. Official Statement

The Authority hereby deems the Preliminary Official Statement, dated _____ __, 2017, relating to the Series 2017 Bonds (the "Preliminary Official Statement"), to be final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), except for the omission of pricing and other information allowed to be omitted pursuant to Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to Rule 15c2-12 (the "Official Statement"). The execution of the Official Statement in final form by the Authority's Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of the date hereof and, in any event not later than two business days before the Closing Date, 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 Series 2017 Bonds.

The Underwriters agree that a copy of the Official Statement will be deposited before the "end of the underwriting period" (as defined herein) with the MSRB.

The Authority shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in MSRB Rule G-32 and shall provide the electronic

copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

Section 3. Authority's Representations, Warranties, Covenants and Agreements

The Authority hereby represents, warrants, covenants and agrees as follows:

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Authority Resolution and to perform its obligations under the Series 2017 Bonds, the Master Trust Agreement, dated as of January 1, 2005, and a Fourth Supplemental Trust Agreement, dated as of ___ 1, 2017, each between the Authority and U.S. Bank National Association, as successor Trustee (collectively, the "Trust Agreement"), the Installment Purchase Contract, dated as of _____ 1, 2017, by and between the Authority and the County (the "Installment Purchase Contract") 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 3(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings **"THE COUNTY," "THE SERIES 2017 BONDS – Book-Entry Only System"** and **"TAX MATTERS"** and Appendices A, B, D and E) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2017 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (excluding under the headings **"THE COUNTY," "THE SERIES 2017 BONDS – Book-Entry Only System"** and **"TAX MATTERS"** and Appendices A, B, D and E) 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 Series 2017 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 Series 2017 B Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

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

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2017 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2017 Bonds, the 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 Series 2017 Bonds).

(j) Any certificate signed by any Authority officer and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2017 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the Authority need not consent to jurisdiction or service of process in any jurisdiction other than the Commonwealth.

(l) The Authority has never defaulted in the payment of the principal of or interest on any indebtedness, and has not exercised any rights of nonappropriation or similar rights. No proceedings have ever been taken, are being taken, or are contemplated by the Authority under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) Other than as described in the Official Statement, the Authority has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the payments to be received by the Authority from the County pursuant to the Installment Purchase Contract.

Section 4. Delivery of Series 2017 Bonds

The Series 2017 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on _____ __, 2017, or such other place, time or date as shall be mutually agreed on in writing by the Authority, the County and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date," and the time and date of such delivery and payment is called the "Closing Time."

The Series 2017 Bonds shall be delivered in fully registered form, in the form of one Series 2017 Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a

wrong CUSIP number on any Series 2017 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2017 Bond).

Section 5. Conditions to Underwriters' Obligations

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

(a) The 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 of Appendix D to the Official Statement, and (B) _____, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of Elizabeth D. Teare, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution 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 Series 2017 Bonds or the application of proceeds of the Series 2017 Bonds as provided in the Official Statement or (2) that may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2017 Bonds or the County Documents.

(iii) An opinion of Thomas O. Lawson, P.L.C., 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 Series 2017 Bonds or the application of proceeds of the Series 2017 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the 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 2017 BONDS", (excluding Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS," "TAX MATTERS," "LEGAL MATTERS" and "CONTINUING DISCLOSURE,"** and **Appendices C, D, and E**, 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 Series 2017 Bonds do not require registration under the Securities Act of 1933, as amended (the "Securities Act");

(C) the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), does not require the qualification of the Authority Resolution or Trust Agreement thereunder; and

(D) this Agreement has been duly authorized, executed and delivered and constitutes a valid and legal obligation of the Authority.

(v) A certificate signed by the Authority's Chairman or Vice Chairman, dated the Closing Date and in form and substance acceptable to the Underwriters, stating that (A) such officer has reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date (excluding the information under the headings **"THE COUNTY," "THE SERIES 2017**

BONDS – Book-Entry Only System" and **"TAX MATTERS"** and Appendices A, B, D and E), such documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in such documents, in the light of the circumstances under which they were made, not misleading, and (B) such officer has reviewed the Authority's covenants, agreements, representations and warranties hereunder, and further confirming the Authority's compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vi) Evidence satisfactory to the Underwriters that the Series 2017 Bonds have received a rating of "____" from Fitch, Inc., "_____" from Moody's Investors Service, Inc. and "__" 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 Series 2017 Bonds has received the County's required approval and that such approval remains in effect.

(x) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority's Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, (excluding the information under the headings **"THE COUNTY," "THE SERIES 2017 BONDS – Book-Entry Only System"** and **"TAX MATTERS"** and Appendices A, B, D and E), (the "Authority Information") does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the Authority or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2017 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the 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 2017 BONDS – Book-Entry Only System"** and **"TAX MATTERS"** and Appendices C, D, and E) (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer, no litigation is pending against the County or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or materially and adversely affecting the ability of the County to make payments under the Installment Purchase Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2017 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 6. Underwriters' Right to Cancel

The Underwriters have the right to cancel their obligations hereunder by notifying the Authority or the County in writing of their election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) legislation shall have been enacted by the Congress of the United States, or a decision shall have been rendered by a court of the United States or the Commonwealth, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Series 2017 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2017 Bonds, or the market price generally of obligations of the general character of the Series 2017 Bonds; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the reasonable judgment of the Underwriters, materially adversely affects the market for the Series 2017 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New

York Stock Exchange, whether by virtue of a determination by 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 Series 2017 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2017 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2017 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2017 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement is not exempt from the qualification requirements of the Trust Indenture Act; or

(g) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2017 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Authority Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2017 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market for the Series 2017 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2017 Bonds; or

(k) any litigation shall be instituted or be pending as of the Closing Date to restrain or enjoin the issuance, sale or delivery of the Series 2017 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 Series 2017 Bonds or any other bonds issued under the Trust Agreement by a nationally recognized rating service, which downgrading, suspension or withdrawal, in the reasonable judgment of the Underwriters, materially adversely affects the marketability of the Series 2017 Bonds.

Section 7. Representations, Warranties, Covenants and Agreements to Survive Delivery

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2017 Bonds or of termination or cancellation of this Agreement.

Section 8. Expenses

The Authority acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for their professional services and direct expenses (for such items as travel and postage); provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters an agent of the Authority.

The Underwriters shall pay (which may be included as an expense component of the Underwriters' discount) their out-of-pocket expenses, 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 Series 2017 Bonds, fees of the CUSIP Bureau and any fees of the MSRB or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2017 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2017 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2017 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 9. Use of Official Statement

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official

Statement for use by the Underwriters in connection with the offer and sale of the Series 2017 Bonds.

Section 10. Miscellaneous

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

If to the Authority: Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Attention: President, CEO

With a copy thereof sent to:
Thomas O. Lawson, P.L.C.
10810 Main Street, Suite 200
Fairfax, Virginia 22030

If to the County: Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: Department of Management and Budget

(b) The Authority represents and warrants that there are no fees payable by it or on its behalf, other than as described in this Agreement, to any person or party for brokering or arranging (or providing any similar services related to) the transactions contemplated by this Agreement.

(c) This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

(d) This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(e) This Agreement will inure to the benefit of and be binding on the Authority, the Underwriters and the County and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the Authority and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms “successors” and “assigns” shall not include any purchaser of any Series 2017 Bond from the Underwriters merely because of such purchase.

(f) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority or the County in such person's individual capacity, and no officer, member, employee or agent of the Authority or the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the Authority or the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(g) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, consented to by the County, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the Authority, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2017 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or 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 Series 2017 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

(h) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(i) Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the Underwriters' benefit, and the Underwriters' approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Underwriters, on the Underwriters' behalf, and delivered to the Authority.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement is effective on its acceptance by the Authority and approval by the County.

[Counterpart Signature Page to Bond Purchase Agreement]

_____,

as Representative of the Underwriters

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Approved by:

FAIRFAX COUNTY, VIRGINIA

By:_____
Joseph M. Mondoro
Chief Financial Officer

EXHIBIT A

RATE AND MATURITY SCHEDULE

SERIES 2017 A BONDS

Maturity (_____1)	Principal Amount	Interest Rate	Yield
20__	$	%	%
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			

_____

$_____ _____% Term Bond due ____ 1, 20__, Yield ___%*

$_____ _____% Term Bond Due _____ 1, 20__, Yield ___%*

* Yield to first par call on _____ 1, 20__.

SERIES 2017 B BONDS

Maturity (_____1)	Principal Amount	Interest Rate	Yield
20__	$	%	%
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			
20__			

_____

$_____ _____% Term Bond due ____ 1, 20__, Yield ___%*

$_____ _____% Term Bond Due _____ 1, 20__, Yield ___%*

* Yield to first par call on ____ 1, 20__.

EXHIBIT B

LETTER OF REPRESENTATION

LETTER OF REPRESENTATION

FAIRFAX COUNTY, VIRGINIA

I am an authorized official of Fairfax County, Virginia (the "County"), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement of even date herewith (the "Bond Purchase Agreement") between _____, as representative of the underwriters named therein (the "Underwriters"), and Fairfax County Economic Development Authority (the "Authority"), and approved by the County. Terms not otherwise defined in this Letter of Representation shall have the meanings assigned to them in the Bond Purchase Agreement.

Section 1. ***County's Representations, Warranties, Covenants and Agreements***

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, a political subdivision of the Commonwealth of Virginia (the "Commonwealth") with all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under the County Resolution, the Bond Purchase Agreement, the Installment Purchase Contract, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the "Continuing Disclosure Agreement"), and this Letter of Representation (collectively, the "County Documents") to have been performed at or prior to the Closing Time.

(b) The County has complied with all provisions of the Commonwealth's constitution and laws pertaining to the County's adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) As of the date of the Preliminary Official Statement, at the time of the County's delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the Authority Information and the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2017 Bonds was, is and will be true and correct and did not contain, does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the Authority Information and 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 Series 2017 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and the County Resolution and which would cause the interest on the Series 2017 B Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2016. The

County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations. The audited balance sheets and the related financial statements of the County contained in the Official Statement 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 Series 2017 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offer or sale of the Series 2017 Bonds). The County has obtained as of the date hereof all permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof for the performance and enforcement of the obligations of the County under the County Documents, the acquisition, construction, equipping, occupation, operation and use of the projects to be financed or refinanced with the proceeds of the Series 2017 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 Series 2017 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the

Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(m) The County has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights with respect to such indebtedness, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(n) The County will comply with the information reporting requirements adopted by the SEC under Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") and the Municipal Securities Rulemaking Board with respect to municipal securities such as the Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

Section 2. ***Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the County's representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2017 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

Section 3. ***Official Statement***

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2017 Bonds.

The County shall cooperate with the Authority to deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement in sufficient quantity in order for the

Underwriters to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934, as amended.

Section 4. ***Continuing Disclosure Undertaking***

The County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices to certain events.

Section 5. ***Notice***

Any notice or other communication to be given to the County under the Bond Purchase Agreement or this Letter of Representation may be given by mailing or delivering the same in writing to 12000 Government Center Parkway, Fairfax, Virginia 22035-0064, Attention: Department of Management and Budget.

This Letter of Representation is delivered this __ day of _____, 2017.

FAIRFAX COUNTY, VIRGINIA

By:_____
Joseph M. Mondoro
Chief Financial Officer

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this, "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County"), in connection with the issuance by the Fairfax County Economic Development Authority (the "Authority") of its $_____ Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the "Series 2017 A Bonds") and [its $_____ Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (Federally Taxable) (County Facilities Projects)] (the "Series 2017 B Bonds," and together with the Series 2017 A Bonds, the "Series 2017 Bonds") pursuant to the provisions of resolution (the "Authorizing Resolution") adopted by the Authority on _____ __, 2017, and under a Master Trust Agreement, dated as of January 1, 2005, as previously supplemented and as supplemented by a Fourth Supplemental Trust Agreement, dated as of _____ 1, 2017 (collectively the "Trust Agreement"), each between the Authority and U.S. Bank National Association, as successor trustee.

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself and the Authority, for the benefit of the holders of the Series 2017 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an "obligated person." The County acknowledges that it is undertaking responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2017 Bonds.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults; if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2017 Bonds;

(7) modifications to rights of holders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Series 2017 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

"Participating Underwriters" shall mean any of the original underwriters of the Series 2017 Bonds required to comply with the Rule in connection with the offering of such Series 2017 Bonds.

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

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

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending [June 30, 2017]). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

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

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice 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 Series 2017 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2017 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Agreement or the Series 2017 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the Series 2017 Bonds, and shall create no rights in any other person or entity.

Date: _____ __, 2017

FAIRFAX COUNTY, VIRGINIA

By: _____
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

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

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

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

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

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

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

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

EXHIBIT B

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

Re: FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE BONDS
SERIES 2017 A
(COUNTY FACILITIES PROJECT) (FEDERALLY TAXABLE)

and

[FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
FAIRFAX COUNTY FACILITIES REVENUE REFUNDING BONDS
SERIES 2017 B (COUNTY FACILITIES PROJECTS)]

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:

Board Agenda Item
June 6, 2017

ACTION - 4

Endorsement of Additional Projects for the Commonwealth's County Safety and Operational Improvements Funding Program

ISSUE:
Board endorsement of additional traffic signal projects in coordination with the Virginia Department of Transportation (VDOT) for the County Safety and Operational Improvements Program (CSOI).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors endorse Attachment 1 as the list of priority signal projects to be undertaken using the Commonwealth's County Safety and Operational Improvement Funds, with the understanding that drainage improvements will continue to receive priority. Additionally, the County Executive recommends that the Board of Supervisors approve the process referenced below as a means of selecting and prioritizing traffic signal projects for use of these funds. County staff will coordinate with Board members throughout this process.

TIMING:
Board of Supervisors' approval is requested on June 6, 2017, to provide VDOT with approval of the prioritization process to expend the Commonwealth's CSOI funds allocated to be spent in Fairfax County, and endorsement of the priority list of traffic signal projects recommended for funding through this program.

BACKGROUND:
In 2015, the General Assembly approved HB 1887 which replaced the old 40-30-30 (primary-secondary-urban) roadway funding formula. Under the previous system, secondary and urban funds were allocated to projects by the localities. Projects could include road widenings, safety improvements, drainage improvements, and spot intersection improvements. HB 1887 changed the formula to the following:

- 45 percent of the funding to state of good repair (rehabilitation of structurally deficient bridges and deteriorating pavement)
- 27.5 percent of funding to the statewide high-priority projects program (projects of statewide importance to be competed under the Smart Scale prioritization process)

- 27.5 percent of funding to highway construction district grant programs (localities compete for funds under a regional version of Smart Scale)

All of these allocations are be undertaken by the Commonwealth Transportation Board.

Following enactment of the HB 1887, the Commonwealth Transportation Board also approved funding for a new program for CSOI, which can provide funding for projects that may have previously been funded by the Secondary Road program, but may not necessarily be suitable for the Smart Scale prioritization process or that may not compete well against the Smart Scale criteria. However, these projects may still address important needs in the individual jurisdiction. The program can be used for various projects such as, but not limited to: critical safety issues, drainage repairs and improvements, preliminary engineering, traffic signals and services, and pavement repair. This funding can be used on any county roadway system (interstate, primary, or secondary).

This program is available for VDOT's resident engineer to use in coordination with their counties' representatives. VDOT manages the funding and does not require formal approval from the County. However, the work should be agreed upon by the resident engineer and county representatives.

This program receives approximately $10 million annually, statewide. This funding is allocated based on the previous Secondary Formula, the components of which are:

- 80 percent is based on the population of counties within a highway construction district to the total population of all counties.
- 20 percent is based on the land area of a county to the total land area of all counties.

Fairfax County benefits from approximately $1.8 million each year. The Board has previously approved using CSOI funds for drainage improvement projects, and it is now recommended that the Board also endorse the use of CSOI funds for installation of traffic signals at locations where such installation is warranted and recommended.

On July 12, 2016, the Board of Supervisors adopted a list of projects as the initial work effort to be undertaken using the CSOI funds, as well as a process for selecting and prioritizing drainage projects. Approximately $2 million in CSOI funds have been allocated to approximately 35 projects to date, 19 of which have been completed. VDOT has informed the County that they are able to move forward with these drainage projects without slowing the pace of work, and that other projects could also be funded through the CSOI program while the drainage projects are being undertaken. Information pertaining to these previously approved drainage improvement projects is included as Attachment 2.

Therefore, it is proposed that the currently available CSOI funds also be utilized for traffic signals. The County and VDOT receive many signal requests each year. In considering a traffic signal, the first step is to perform a signal warrant analysis. The Manual on Uniform Traffic Control Devices (MUTCD) establishes minimum conditions under which a signal installation should be considered. The MUTCD contains criteria (warrants) which are used to define the need for, and appropriateness of a particular traffic control device. Using these criteria, traffic engineers perform a detailed study of existing conditions to determine if a traffic signal is warranted at the location. They study the number of pedestrians, traffic flow, crash history, vehicle and pedestrian delay, and the presence of school children. Engineers use this information to determine if a traffic signal is the best method of controlling traffic at the location. During the study, the engineer may determine that other traffic control methods may be more beneficial such as speed limit signs, increased law enforcement, improved regulatory or guidance signs, improved pavement markings, geometric improvements, or other innovative techniques.

Once it is determined that a traffic signal at a specific intersection is warranted, FCDOT staff will work with VDOT to prioritize the potential signal locations. Issues that will be considered as part of the prioritization process include the following elements:

- Existing traffic operations and how they would be improved or impacted by a traffic signal.
- Crash history at the intersection, including consideration of the types of crashes.
- Pedestrian access at the intersection, including proximity to important pedestrian generators such as parks or schools.
- Bicycle operations.
- Transit operations.
- Projected growth in traffic volumes of the affected roadways.
- Initial consideration of feasibility of installing a traffic signal. This would be analyzed in more detail as a potential project moves forward.
- Potential right-of-way impacts.
- Potential costs.
- Other physical constraints.

Traffic signals are not a solution for every problem intersection. A signal placed at an unneeded location can contribute not only to rear-end collisions, but excessive delays, unnecessary travel on alternate routes and more congested traffic flow. There are cases that because of poor geometry, proximity to existing signals, etc. a location may meet the warrants, but not be signalized.

The CSOI working group has initially identified seven locations that meet traffic signal warrants for installation (Attachment 1). At this time, it is recommended that VDOT

proceed with the top priority signal project, with the others being considered for later implementation. The working group estimates that traffic signal installation costs will fall within the range of $250,000-$500,000, and will vary based upon the scope of work for each project.

VDOT and County staff will continue to work together to identify additional needs that can be addressed though this funding source. As projects are field reviewed and as cost estimates are developed, additional funding will be allocated to projects. County staff will coordinate with Board members throughout this process.

FISCAL IMPACT:
Recommendations for funding projects are shown in Attachment 1. There is no local cash match associated with these state revenues, and no impact to the General Fund. At such time as individual projects are implemented, the County may send VDOT any related funds that have been collected for a particular project by the County through proffers, construction escrows and/or other local funds. Some of the projects may be coordinated with County construction projects.

ENCLOSED DOCUMENTS:
Attachment 1 – List of Recommended Traffic Signal Projects to Date
Attachment 2 – Currently CSOI-Funded Project Information

STAFF:
Robert A. Stalzer, Deputy County Executive
Allison Richter, Assistant District Administrator, Northern Virginia District, Virginia Department of Transportation
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, CPTED, FCDOT
Karyn Moreland, Chief, Capital Projects Section, CPTED, FCDOT
Noelle Dominguez, Senior Transportation Planner, Coordination and Funding, FCDOT

VDOT/FCDOT Signal Funding Priorities – February 2017 Attachment 1

VDOT Priority	FCDOT Priority	Intersection		District	Warranted?	Funded?	Cost Estimate
1	**1**	**Coppermine Road**	**River Birch Road**	Dranesville	Yes	No	$350,000
3	**2**	**Roberts Road**	**Shenandoah Lane**	Braddock	Yes	No	$350,000
2	**3**	**Lawyers Road**	**Twin Branches Road**	Hunter Mill	Yes	No	$500,000
4	**4**	**North Shore Drive**	**Temporary Road**	Hunter Mill	Yes	No	$300,000
	5	**Idylwood Road**	**Cedar Lane**	Providence	Yes	No	
	6	**Lee Road**	**Penrose Place**	Sully	Yes		Proffered
	7	**Braddock Road**	**Old Lee Road**	Sully	Yes	No	

VDOT and Fairfax County Safety & Operational Improvements Budget Tracking - Cost Center #: 11162800

Total Budget:	$3,607,719

Updated on: 3/31/2017

Administrative			
Administrative Charge Descriptions	Administrative Budget (Current)*	Total Admin Expenditures (as of as of March 31st)	Remaining Admin. Balance
Admin Account (AU Code: 00100000000)	$100,000	$56,353.09	$43,647

*Current Admin. Budget will increase as projects are added.

Drainage Site Locations					
County Map Number	Location	Magisterial District	Estimates*	Actual Date of Completion	Comments
DC098	Rutherford Park Entrance	Braddock	$247,115	n/a	Working
DC028	Balls Hill Road/Old Dominion Drive	Dranesville	$60,000	Feb-17	Completed
DC029	Bellview Rd. at Rocky Run	Dranesville	$171,373	Feb-17	Completed
DC091	Walker Rd between Manning St and Sunnybrook Dr -	Dranesville	$71,442	Jul-16	Completed
DC097	1875 Kirby Road	Dranesville	$15,000		FCDOT Project coordinate with Fairfax County
DC099	Leigh Mill Road at Leigh Mill Court	Dranesville	$4,811	Jun-16	Completed
DC121	6649 Sorrel Street	Dranesville	$25,000	n/a	Working
TS150	Traffic SIGNAL - Coppermine Road and River Birch Road Intersection: **Preliminary Design Estimate**	Dranesville	$37,000	n/a	Working
DC011	(2790, 2818 & 2832) Fox Mill Road between Thoroughbred Road and Loveless Lane	Hunter Mill	$150,000	n/a	Working
DC012(a&b)	2791 Fox Mill Rd at Crossfield School - North & South Crossings	Hunter Mill	TBD	n/a	Working
DC045	Fowlers Lane/Whip Road	Hunter Mill	$4,406	Jun-16	Completed
DC046	Fox Mill and Folkstone	Hunter Mill	$10,000	n/a	Processing
DC051	Hunter Mill Road at Cedar Pond Drive	Hunter Mill	$17,758	Jun-16	Completed
DC053	Hunter Mill Road approximately 515 feet south of Hunting Crest Lane	Hunter Mill	$17,000		Need analysis
DC056 (a&b)	Lawyers Road approximately 1,565 feet south and 2,250 feet south of Hunter Mill Road respectively	Hunter Mill	$195,000	n/a	Working

VDOT and Fairfax County Safety & Operational Improvements Budget Tracking - Cost Center #: 11162800

Total Budget:	$3,607,719

Updated on: 3/31/2017

DC057	Lawyers Road approximately 900 feet south of Hunter Mill Road	Hunter Mill	$45,000	n/a	Working
DC116	Stuart Mill Road at Colt Run Road	Hunter Mill	$160,000	n/a	Working
DC020	5701 Tremont Drive	Lee	$12,000	Jan-17	Completed
DC021	6505 Windham Ave.	Lee	$8,276	Aug-16	Completed
DC110	Telegraph Road just south of Helmsdale Lane	Lee	$39,865	Sep-16	Completed
DC064	Montgomery Street, north of Braddock Road	Mason	$20,330	Aug-16	Completed
DC071	Old Columbia Pike just south of Sleepy Hollow Road	Mason	$125,000	n/a	Working
DC111	Randolph Drive northwest of Cardinal Lane	Mason	$28,557	Aug-16	Completed
DC114	7155 Telegraph Road south of Roxann Road, Alexandria	Mount Vernon	$120,000	Mar-17	Completed
DC120	Mary Baldwin Drive at Smithway Drive	Mount Vernon	$255,000	n/a	Working
DC113	Miller Road, Oakton	Providence	$150,000	n/a	Working
DC007	13135,13155 and 13125 Compton Road	Springfield	$50,053	Oct-16	Completed
DC022	Wolf Run Shoals	Springfield	$34,415	Oct-16	Completed
DC038	Chapel Hill Road at Frosty Meadows	Springfield	$90,000	Mar-17	Completed
DC067	Newman Road	Springfield	$228,541	Feb-17	Completed
DC096	Compton Road just west of Old Centerville Road	Springfield	$61,236	May-16	Completed
DC115	Chapel Road at Cold Point Road, Clifton	Springfield	$30,000	Mar-17	Completed
DC119	Clifton Road just south of Colt Drive	Springfield	$269,265	n/a	Working
DC122	Hillside Road near Old Keene Mill Road	Springfield	$15,000	Mar-17	Completed
DC004	11701 Waples Mill Road just west of Bronzedale Drive	Sully	$120,000	n/a	Working
DC117	Fox Mill Road south of Hunt Road	Sully	$145,000	n/a	Working

* Project estimates are subject to change based on existing field conditions. Additions to this list are forthcoming.

Total Expenditures:	$3,033,443

Total Remaining Balance (including actual and estimated expenditures as of 3/31):	$474,276

Board Agenda Item
June 6, 2017

ACTION – 5

Approval of and Authorization to Execute a Letter Agreement with the Washington Metropolitan Area Transit Authority and the Virginia Department of Transportation for Work Associated with the Frontier Drive Extension Project (Lee District)

ISSUE:
Board approval of and authorization to execute a letter agreement with the Washington Metropolitan Area Transit Authority (WMATA) and the Virginia Department of Transportation (VDOT) for the implementation and work associated with the Frontier Drive Extension project.

RECOMMENDATION:
The County Executive recommends that the Board: (1) approve the letter agreement (Attachment I); and (2) authorize the Director of the Fairfax County Department of Transportation (FCDOT) to execute the letter agreement substantially in the form of Attachment I and expend no more than $250,000 in approved project funding on this agreement, for work associated with the Frontier Drive Extension project.

TIMING:
The Board should act on this item on June 6, 2017, so staff can continue preliminary design activities with WMATA's involvement.

BACKGROUND:
On March 3, 2015, the Board approved a Locally Funded Project Administration Agreement with VDOT. Under that agreement, VDOT will administer the design of a 1.27 mile extension of Frontier Drive from its current terminus at the Franconia-Springfield Transportation Center to Loisdale Road, through the Springfield Industrial Park, generally along the existing Springfield Center Drive alignment. The County agreed to provide $2 million to VDOT for this work. An additional Locally Funded Project Administration Agreement related to this project was approved by the Board on September 22, 2015. This agreement reflects an additional $3 million in funds provided by the County to VDOT. This brings the total funds provided to VDOT for this work to $5 million. These funds have since been transferred to VDOT for the implementation of the project.

It is necessary to have WMATA involved with preliminary design discussions, because portions of the project are located on WMATA property. WMATA has taken part in these discussions since 2016 and continues to be involved. At this time, VDOT requires the following support from WMATA:

1. Access to WMATA facilities, including but not limited to, roadways, parking lots, undeveloped land, parking garage areas for the purpose of environmental investigations, geotechnical investigations, and supplementary topographic and surveys;
2. Provide security/escorts when necessary for field visits, safety training, issue ID badges and any necessary permits;
3. Coordinate and provide review comments for preliminary design submissions, including but not limited to, Preliminary Field Inspection Plans, Hydraulic Reports, Traffic Engineering Reports, etc.; and
4. Attend design coordination meetings.

WMATA considers the services listed above to be a "reimbursable project." As a result, under WMATA Board of Directors' Resolution 99-63, any entity requesting services like those discussed above must fully fund the reimbursable project. This obligation is reflected in the attached letter agreement (Attachment I).

The letter agreement compensates WMATA for qualifying expenses already incurred and agrees to pay any additional expenses related to this project. As a result, there is an initial transfer of $15,000 to WMATA to cover expenses incurred from July 1, 2016. These funds would be paid out of the $5 million already allocated under the existing Locally Funded Project Agreements with VDOT. VDOT will transfer these funds directly to WMATA. Going forward, WMATA will provide cost estimates for future work with transfers to compensate this work coming directly from project funds at VDOT.

Lastly, the County may terminate the letter agreement at any time, so long as it (i) provides funding for any outstanding Project costs due to WMATA and (ii) restores all of WMATA's facilities and property to their condition as of the date of this letter agreement at no cost to WMATA.

FISCAL IMPACT:
The initial transfer of $15,000, and future transfers to WMATA, for WMATA's efforts in the implementation of the project will be paid from existing Board approved project funding. These funds have already been transferred to VDOT, and VDOT will wire these funds directly to WMATA. The Director of FCDOT will notify the Board, if the cost of the work under the Letter Agreement exceeds $250,000. There is no impact to the General Fund.

Board Agenda Item
June 6, 2017

ENCLOSED DOCUMENTS:
Attachment I: Letter Agreement between the Washington Metropolitan Area Transit Authority, and the Virginia Department of Transportation for Work Associated with the Frontier Drive Extension Project

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
Karyn Moreland, Chief, Capital Projects Section, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Sung Shin, Senior Transportation Planner, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:
Patricia Moody McCay, Assistant County Attorney, Office of the County Attorney

County of Fairfax, Virginia

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

June 6, 2017

Mr. Paul J. Wiedefeld
General Manager and Chief Executive Officer
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Subject: Frontier Drive Extension and Braided Ramps
VDOT Project Number: 2677-029-204 P101; UPC: 106742

Dear Mr. Wiedefeld:

The Virginia Department of Transportation (VDOT) is administering the above mentioned project (Project) on behalf of Fairfax County using funds provided by Fairfax County and the Northern Virginia Transportation Authority (NVTA). The proposed extension of Frontier Drive to Loisdale Road offers transportation network users a second route to the Franconia-Springfield Transit Center, relieves traffic levels along Spring Mall Drive, and increases access to the Franconia Springfield Business Center. Combining the extension of Frontier Drive with the addition of new ramps from the Franconia-Springfield Parkway and changes to the access and circulation at the Transit Center will further enhance vehicular, pedestrian, bicycle and transit access in the project area. A schematic plan of the proposed project is attached for your reference.

The project is currently in the preliminary design phase of project development and VDOT activities on, or adjacent to WMATA property are largely confined to collection of environmental, geotechnical and topographic survey field data. During this phase of the Project development, VDOT will need the following WMATA support:

- Access to WMATA facilities (including but not limited to, roadways, parking lots, undeveloped land, parking garage areas), for the purpose of environmental investigations, geotechnical investigations, and supplementary topographic and surveys;
- Provide security/escorts when necessary for field visits, safety training, issue ID badges and any necessary permits;
- Coordinate and provide review comments for preliminary design submissions, including but not limited to, Preliminary Field Inspection Plans, Hydraulic Reports, Traffic Engineering Reports, etc.; and
- Attend design coordination meetings.

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

VDOT and Fairfax County request that WMATA establish a "WMATA Reimbursable Project" for the support services mentioned above for this Project. In accordance with WMATA's Board policy, VDOT, acting on behalf of Fairfax County, will provide funding for all of WMATA's substantiated and documented Project costs (including all direct and indirect costs, insurance, and associated overhead costs for the Project). VDOT and Fairfax County understand that a payment in the amount of $15,000 will be requested from VDOT for the initial deposit to WMATA for this Project. This initial amount is intended to cover WMATA's project related costs, which began being incurred on July 1, 2016.

The parties agree that WMATA will provide, for Fairfax County and VDOT review and concurrence, invoice/cost estimates for future costs that WMATA will incur based upon the Project information provided by VDOT. VDOT will then deposit with WMATA the amount developed for WMATA's invoice/cost estimate. As the Project advances, WMATA will provide actual costs and progress reports to Fairfax County and VDOT to show how the funds were spent. From time to time, WMATA will also provide updated cost estimates for future work as necessary for WMATA to maintain a minimum amount of $5,000 on deposit for WMATA's efforts related to the Project.

Upon execution of this letter agreement, VDOT or Fairfax County shall provide WMATA with a scope of work for the design and due diligence portions of the Project. WMATA will then provide an estimate of its costs related to this portion of the Project based off such scope of work. The scope of work must include at a minimum: a proposed project schedule, the anticipated number of design reviews to be performed by WMATA, the number of anticipated site visits to WMATA's property, and anticipated number of meetings to be attended by WMATA. VDOT and Fairfax County must promptly provide WMATA with any changes to the scope of work. As described above, WMATA will provide VDOT and Fairfax County with updated cost estimates from time to time as WMATA's estimated costs change due to WMATA's receipt of new and/or different information about the Project's scope of work. All parties to this letter agreement acknowledge, however, that WMATA's estimates related to this letter agreement are intended only for informational purposes and not as a limit or alteration to the obligation of Fairfax County and/or VDOT to fund this WMATA Reimbursable Project (including all direct and indirect costs, associated overhead costs, and insurance (if applicable)).

All requirements for the provision of any funding by Fairfax County or the Commonwealth of Virginia as is set forth in this agreement are subject to appropriations by the Fairfax County Board of Supervisors and/or the Virginia General Assembly, as may be applicable. In the event that funding is not provided to WMATA in accordance with the terms of WMATA's reimbursable project policies WMATA may stop all work hereunder (including work affecting WMATA's property). In such event WMATA may also terminate this letter agreement by written notice to the other parties.

Consultants and contractors working for VDOT or Fairfax County on the Project that will need to enter onto WMATA's property will apply for and execute WMATA's standard real estate permit prior to entering onto WMATA's property. VDOT, Fairfax County, and their consultants and contractors working on the Project will comply with WMATA's applicable standards and criteria, WMATA Adjacent Construction Project Manual and WMATA operational and safety requirements while working on WMATA property, be it Metrorail or Metrobus. All consultants and contractors working on the Project shall be required to indemnify WMATA and provide insurance coverage in accordance with WMATA' standard real estate permit, WMATA's applicable standards and criteria, and WMATA's Adjacent Construction Project Manual; provided, however, neither Fairfax County nor VDOT shall be required to indemnify WMATA and any provision in the WMATA Adjacent Construction Project Manual or WMATA's applicable standards and criteria requiring any indemnification by Fairfax County or VDOT of WMATA shall be stricken and of no effect. In addition, Fairfax County and WMATA are each self-insured entities and each agrees to bear its respective risks associated with this project. Finally, nothing in this letter shall be deemed to constitute a waiver of Fairfax County's or the Commonwealth's sovereign immunity.

WMATA agrees to provide design reviews within twenty-one (21) business days of receipt of a complete design review package from VDOT.

The parties hereby acknowledge and agree that this letter is only intended by WMATA as an agreement to participate on the due diligence and design phases of the Project. Nothing herein is intended to obligate WMATA to any temporary or permanent changes to its facilities or operations. The parties further acknowledge that WMATA needs to resolve several issues to its satisfaction before agreeing to participate in subsequent phases of the Project, including but not limited to temporary/permanent impacts to WMATA's operations, maintenance of traffic issues, effects on utilities at the station, and the consequences of the Project causing Federally-funded station improvements to be eliminated. It is noted that the design of the Project may need to be changed, depending upon resolution of these open issues.

If these issues are resolved to WMATA's satisfaction, then WMATA, VDOT, and Fairfax County will negotiate and execute a separate agreement, known as the Project Coordination Agreement, to cover subsequent work on the Project (i.e., any work on the Project after the design and due diligence phases). Upon execution of the Project Coordination Agreement, this letter agreement shall automatically terminate.

Fairfax County shall also have the right to terminate this letter agreement at any time by written notice to WMATA and VDOT and satisfaction of the following conditions: (i) provide funding for any outstanding Project costs due to WMATA and (ii) restore all of WMATA's facilities and property to their condition as of the date of this letter agreement at no cost to WMATA. Upon such written notice and satisfactory payment of WMATA's costs and restoration of WMATA's

property/facilities, this letter agreement shall be terminated and the parties shall have no further obligations hereunder.

The parties mutually represent and warrant to each other that the persons executing this letter agreement on behalf of each party have full power and authority to bind their party to the obligations set forth herein. The parties agree that no director, officer, manager, member, partner, shareholder, trustee, trust beneficiary, or employee of a party shall have personal liability under this letter agreement for any liability or obligation under this letter agreement or for the performance of any other covenants or agreements under this letter agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this letter agreement by or against either party in a competent court of law.

The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary.

AGREED:

_____ _____
Name (print) Telephone No.

Fairfax County Department of Transportation

_____
Organization

_____ _____
Signature Date

_____ _____
Name (print) Telephone No.

Virginia Department of Transportation

_____
Organization

_____ _____
Signature Date

_____ _____
Name (print) Telephone No.

Washington Metropolitan Area Transit Authority

_____
Organization

_____ _____
Signature Date

_____ _____
Name (print) Telephone No.

Board Agenda Item
June 6, 2017

ACTION - 6

Endorsement of Design Plans for the Route 7 Corridor Improvements Project from Reston Avenue to Jarrett Valley Drive (Dranesville and Hunter Mill Districts)

ISSUE:
Board endorsement of the Virginia Department of Transportation's (VDOT) design plans for widening 6.9 miles of Route 7 from four to six lanes between Reston Avenue and Jarrett Valley Drive, including intersection improvements and shared-use paths on both sides of the corridor, to increase capacity, safety, and mobility.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for widening 6.9 miles of Route 7 from four to six lanes between Reston Avenue and Jarrett Valley Drive, including intersection improvements and shared-use paths on both sides of the corridor, to increase capacity, safety, and mobility, generally as presented at the November 15, 2016, public hearing, and authorize the director of Fairfax County Department of Transportation to transmit the Board's endorsement to VDOT.

TIMING:
The Board should take action on this matter as soon as possible to allow the Virginia Department of Transportation to proceed with final design plans.

BACKGROUND:
Planning for the widening of the Route 7 corridor from four to six lanes west of Tysons has been ongoing since 1999. The first section of this effort began construction west of the project limits in 2013 with widening between Rolling Holly Drive and Reston Avenue. Construction of this western section was completed in February 2016. Bridge deck replacement and widening of Route 7 over the Dulles Airport Access Highway and Toll Road east of the project limits began construction in summer 2015 and is expected to be completed in spring 2018.

In 2008, a Technical Memorandum was prepared to document analysis of the corridor and intersection improvement alternatives analysis for Route 7 from Reston Parkway and the Dulles Toll Road which concluded that the implementation of conventional at-grade intersection improvements to the current four-lane corridor would not provide sufficient intersection capacity. A Safety Assessment was completed in 2013 to

document the current and historical safety performance of the study corridor. In 2015, an Alternative Intersection Analysis and Design Report was prepared to analyze and assess the operations of the intersection configuration alternatives and to recommend the preferred alternative for each intersection in the project corridor.

The widening of this section of Route 7 from four to six lanes is included in Fairfax County's Comprehensive Plan 2013 Edition (as amended) for Transportation. The County has allocated funding for the project in the County's Third Four Year Transportation Program (FY2013-FY2016) and the FY2015-FY2020 Transportation Project Priorities (TPP). This project has long been a part of the Metropolitan Washington Council of Governments (the Region's Metropolitan Planning Organization) Constrained Long Range Plan (CLRP) and the Transportation Improvement Plan (TIP). In addition to being included in this regional plan, the Northern Virginia Transportation Authority's regional transportation plan entitled TransAction 2040 designates the Dulles/VA 7 corridor. This project is also included in VDOT's 2025 State Highway Plan and is included as part of the 2035 Virginia Surface Transportation Plan Update.

PUBLIC HEARING COMMENTS:
In accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held for the above mentioned project on Tuesday, November 15, 2016, between the hours of 6:30 pm and 8:30 pm at Colvin Run Elementary School, 1400 Trap Road, Vienna, VA 22182.

One hundred sixty-four members of the public attended the hearing. A total of 103 written, emailed, or oral comments were received. Twenty were comments that supported the project with nine opposing the project. Seventy-four members of the public did not say they supported or opposed the project, but provided specific concerns. A copy of the public hearing brochure is attached (Attachment 2).

Two comments were received through the public hearing process that resulted in VDOT recommended action to include two additions to the project:

1. Several comments were received from residents of Towlston Meadows to improve Atwood Road, since the project will remove their left turn lane to Stokley Way. They will now have to use Atwood Road to access their homes. The Route 7 project will now include improving Atwood Road from Route 7 to Robnel Place.

2. Comments were received requesting a connection to the shared use paths along Route 7 to the existing trail on Lewinsville Road near Woodhurst Boulevard. The Route 7 project will now include sidewalk on the east side of Lewinsville Road.

Board Agenda Item
June 6, 2017

PROJECT SCHEDULE:
The current schedule is as follows:

- Design-Build Contract Request for Qualifications Advertisement – May 2017
- Design-Build Contract Request for Proposals Advertisement – August 2017
- Commonwealth Transportation Board Approval to Award Contract – February 2018
- Design-Build Contract Notice to Proceed – February/March 2018
- Begin Construction – November 2018
- Complete Construction – November 2023

FISCAL IMPACT:
The project is currently funded by state, local and federal funds identified in the VDOT Six-Year Improvement Program in the amount of $233.9 million. The total project cost is estimated at $233.9 million. Therefore, the project is fully funded. However, the final cost will not be known until the design-build contract bids are received.

ENCLOSED DOCUMENTS:
Attachment 1: Letter for Signature by Tom Biesiadny, Board Endorsement of Route 7 Corridor Improvements Project
Attachment 2: February 20, 2014, Public Hearing Brochure

STAFF:
Robert A. Stalzer, Deputy County Executive
Andrew G. Beacher, Preliminary Engineering Manager, Virginia Department of Transportation (VDOT)
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Michael J. Guarino, Capital Projects Section, FCDOT
Smitha L. Chellappa, Capital Projects Section, FCDOT

County of Fairfax, Virginia

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

Ms. Helen L. Cuervo, P.E.
District Administrator
Northern Virginia District
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Route 7 Corridor Improvements Project, UPC 52328

Dear Ms. Cuervo:

On June 6, 2017, the Fairfax County Board of Supervisors endorsed the design plans to widen 6.9 miles of Route 7 from four to six lanes between Reston Avenue and Jarrett Valley Drive, as presented at the November 15, 2016, public hearing.

Please call Smitha Chellappa at (703) 877-5600 or me at (703) 877-5663, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: William Dunn, P.E., Project Manager, VDOT
Andrew Beacher, Manager, Preliminary Engineering, VDOT
Eric M. Teitelman, Chief, Capital Projects and Operations Division
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Michael J. Guarino, Capital Projects Section, FCDOT

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

Get Involved

VDOT representatives will review and evaluate information received as a result of the public hearing. The comment sheet in this brochure is provided to assist in making your comments. You may leave the sheet or any other written comments in the comment box, or mail/email your comments.

Comments must be postmarked, emailed or delivered to VDOT by **December 2, 2016** to be included in the public hearing record.

Mail comments to Mr. William Dunn at the address below or email **connectroute7@vdot.virginia.gov**. Please include "Nov. 15 Design Public Hearing" in the subject line.

Project information shared here, including a summary of comments received during the comment period, will be available at **www.connectroute7.org** and at VDOT's Northern Virginia District office.

Contact Information

Primary Contact: **Mr. William Dunn, P.E.** william.dunn@vdot.virginia.gov	Location & Design	4975 Alliance Drive Fairfax, VA 22030	703-259-2950
Terry Yates, P.E. terry.yates@vdot.virginia.gov	Preliminary Engineering	4975 Alliance Drive Fairfax, VA 22030	703-259-2413
Brian Costello brian.costello@vdot.virginia.gov	Right of Way & Utilities	4975 Alliance Drive Fairfax, VA 22030	703-259-2986
Jennifer McCord jennifer.mccord@vdot.virginia.gov	Communications	4975 Alliance Drive Fairfax, VA 22030	703-259-1779

For more information and updates, visit www.connectroute7.org

Planned partial interchange at Route 7 and Baron Cameron Avenue

VDOT Virginia Department of Transportation

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ROUTE 7 CORRIDOR IMPROVEMENTS

VDOT

www.connectroute7.org

Route 7 Corridor Improvements

Reston Avenue to Jarrett Valley Drive

Tuesday, November 15, 2016
6:30 p.m. to 8:30 p.m.
Colvin Run Elementary School
1400 Trap Road, Vienna, VA 22182

DESIGN PUBLIC HEARING

The Virginia Department of Transportation welcomes you to our design public hearing for the Route 7 Corridor Improvements Project from Reston Avenue to Jarrett Valley Drive in Fairfax County. We look forward to your active participation.

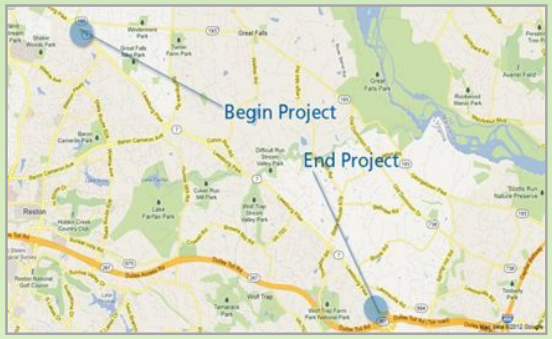
This design public hearing is being held to provide a formal opportunity for citizens and organizations to give VDOT and Fairfax County their comments and/or suggestions on the proposed project design and environmental resources in the project vicinity. VDOT strives to ensure that all members of the community have the opportunity to participate in public decisions on transportation projects and programs that affect them. The information received as a result of the hearing will be presented to VDOT's Chief Engineer for consideration and approval, and eventually move forward to final design and construction.

VDOT and Fairfax County representatives are present to discuss the project and answer your questions.

A comment sheet is included in the handouts for this meeting, and your input is encouraged. All comments received will be reviewed by VDOT, Fairfax County, and the design team.

Comments will also be summarized and available on the project website at **www.connectroute7.org**.

AT A GLANCE



Project Location Map

Purpose – Increase capacity, safety and mobility

Project length – 6.9 miles

Improvements – Widen from four to six lanes between Reston Avenue and Jarrett Valley Drive, improve intersections and add ten-foot shared-use paths on both eastbound and westbound sides

Anticipated Cost – $234 million

State Project Number: 0007-029-128, P102, R202, C502, Federal Project Number: DEMO – 5A01 (439), UPC: 52328

PROJECT OVERVIEW

This project will improve 6.9 miles of Route 7 between Reston Avenue and Jarrett Valley Drive. Proposed work includes widening Route 7 from four to six lanes, intersection improvements, and adding 10-foot shared-use path on both sides of the road to enhance mobility for cyclists and pedestrians. These improvements will decrease congestion, increase capacity, improve safety, and expand mobility for all users — all in conformity with Fairfax County's Comprehensive Plan.

According to 2011 traffic counts, Route 7 carries 46,000 to 54,000 vehicles per day along Route 7 between Reston Avenue and Jarrett Valley Drive. In 2040, Route 7 is expected to carry between 73,000 and 86,000 vehicles per day.

The project will be completed using design-build delivery. The selected design-build team will finalize the design, acquire right of way, relocate utilities and construct the project. This delivery method allows greater flexibility to perform activities concurrently, and shortens the time typically needed to complete the project (see schedule below).

During rush hours, two lanes of traffic will be maintained in both directions on Route 7. Motorists should expect occasional mid-day, evening, and weekend lane closures. We do not anticipate any temporary, full closures during construction for the bridge at Difficult Run or the partial interchange at Route 7 and Baron Cameron Avenue.

WHAT'S NEW WITH THE DESIGN?

- Revised access to Route 7 for Shain Court/Northfalls Court
- Restored left-turn lane from eastbound Route 7 to Trotting Horse Lane
- Adjusted right-turn lane lengths to minimize impacts
- Improve hydraulics at Difficult Run bridge
- Shifted alignment to avoid septic fields and minimize property impacts
- Adjusted location of stormwater management ponds near Wolftrap Run Road, Towlston Road, Utterback Store Road
- Updated noise wall locations based on findings of **preliminary** study

Draft plans include the following engineering notes:

- Additional easements for utility relocations and maintenance may be required beyond the proposed right of way shown on the plans.
- The location of sound barrier walls shown on the plans are based on a preliminary analysis and are subject to change as the design is finalized.
- The plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.

ESTIMATED PROJECT COST

Preliminary Engineering	**$3.4 million**
Right of Way/ Utility Relocation	**$62 million**
Construction	**$168.5 million**
Total Cost	**$233.9 million**

In the 2017 Six-Year Improvement Program, Route 7 Phase 1 and Phase 2 have been merged into one project

ANTICIPATED SCHEDULE

November 15, 2016 – Design Public Hearing
April 2017 – Design Approval

Request for Qualifications	**April 2017**
Request for Proposals	**August 2017**
Contract Award	**January 2018**
Right of Way Acquisition	**October 2018**
Utility Relocation	**March 2019**
Estimated Construction Completion	**Late 2025**

CIVIL RIGHTS

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT's Civil Rights at 703-259-1775 or TTY/TDD 711.

RIGHT OF WAY

As design of this project is finalized, additional easements may be required beyond the proposed right of way shown on the public hearing plans. The property owners will be informed of the exact location of the easements during the right of way acquisition process and prior to construction.

Information about right of way purchase is discussed in VDOT's brochure, "Right of Way and Utilities: a Guide for Property Owners and Tenants." Copies of this brochure are available here from a VDOT right of way agent.

After this meeting, information regarding right of way may be obtained from the right of way contact listed on the back of this brochure.

ENVIRONMENTAL REVIEW

In accordance with the National Environmental Policy Act (NEPA) and 23 CFR 771, an Environmental Assessment has been prepared and approved by the Federal Highway Administration for public review and comment. Pursuant to Section 6009 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) and 23 CFR Part 774, the Federal Highway Administration (FHWA) intends to make a Section 4(f) *de minimis* finding related to anticipated impacts of the project on Section 4(f) resources, which include parks, trails, and historic properties. In compliance with the Section 106 provisions of the National Historic Preservation Act and its implementing regulations, 36 CFR 800, information concerning potential effects on properties listed in or eligible for listing in the National Register of Historic Places is included in the environmental document. Copies of the document are available for review here at tonight's meeting and online at **www.connectroute7.org.**

Board Agenda Item
June 6, 2017

ACTION - 7

Approval of Agreement Between the Commonwealth of Virginia, Department of Transportation and Fairfax County for the Utilization of Congestion Mitigation and Air Quality (CMAQ) Funds for Fiscal Year 2018 Transportation Demand Management (TDM) Programs

ISSUE:
Board approval for the Director of the Department of Transportation to sign agreement for use of CMAQ Funds in the amount of $321,056 for the promotion of TDM programs in FY 2018. No Local Cash Match is required. The grant period runs from July 1, 2017 through June 30, 2018.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Director of the Department of Transportation to sign the attached agreement, in substantial form, for use of $321,056 in CMAQ funds for the promotion of TDM programs in FY 2018 and approval of the resolution.

TIMING:
Board action is requested on June 6, 2017, to continue implementation and promotion of TDM programs in Fairfax County for FY 2018.

BACKGROUND:
The Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. The TCM-47c does not mandate employer participation. This measure is designed to encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM).

FISCAL IMPACT:
Grant funding of $321,056 is available from the VDOT for the Employer Outreach Program which will be used to decrease air pollution by promoting alternative commuting modes. No Local Cash Match is required. This grant is an ongoing award and was included in the FY 2018 Adopted Budget Plan; therefore, this action does not

increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for anticipated grant awards in FY 2018. This grant does not allow for the recovery of indirect costs.

CREATION OF POSITIONS:
There are 3/3.0 FTE existing grant positions associated with this award. The County has no obligation to continue funding these positions if grant funding ends.

ENCLOSED DOCUMENTS:
Attachment I: Agreement for the utilization of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds for Fiscal Year 2018
Attachment II: VDOT Resolution

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Beth Francis, Chief, Transportation Marketing Section, Department of Transportation
Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation

ASSIGNED COUNSEL:
Daniel Robinson, Assistant County Attorney

AN AGREEMENT FOR THE UTILIZATION OF CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAQ) FUNDS IN FAIRFAX COUNTY

THIS AGREEMENT, made this **___ day of _____** in the year **two thousand and seventeen**, by and between the Commonwealth of Virginia, Department of Transportation, hereinafter called the DEPARTMENT, and **Fairfax County,** hereinafter called the LOCALITY.

WHEREAS, the LOCALITY has submitted a Scope of Work for undertaking certain activities related to the promotion of Travel Demand Management (TDM) programs in the Northern Virginia District; and

WHEREAS, the DEPARTMENT has concurred with this Scope;

NOW, THEREFORE, the DEPARTMENT and the LOCALITY do hereby agree as follows:

ARTICLE I - PURPOSE OF FUNDS

CMAQ funds made available under this AGREEMENT are to be used in cooperation with the DEPARTMENT for TDM activities. The purpose shall be to provide educational, promotional and / or other related TDM assistance within the Northern Virginia District. A scope of work is attached in accordance with ARTICLE III which promotes the reduction of single-occupant auto usage in order to achieve at least one of the following objectives:

- Reduction of traffic congestion
- Promotion of alternative transportation modes
- Improvement of air quality

ARTICLE II - SOURCE OF FUNDS

Under the provisions of the Title 23 of the United States Code, CMAQ funds are available to the COMMONWEALTH for use in CMAQ-eligible projects. The sum of **$321,056** composed of **$256,845** in federal CMAQ funds and **$64,211** in state matching funds shall be provided and made available to the LOCALITY for expenditure in FY18. This amount is provided to carry out the work activities described in the approved project scope of work incorporated in Attachment A.

The total amount of CMAQ funds allocated to LOCALITY and reimbursable under this agreement is **$321,056**. Federal funds cannot be used to match in-kind service.

ARTICLE III - SCOPE OF WORK

The transportation planning activities to be financed with CMAQ funds are described in a Scope of Work developed by the LOCALITY and attached to this AGREEMENT as Attachment A. Any change in the character or extent of the work to be performed with CMAQ funds shall require an amendment to the Scope of Work and approval by the DEPARTMENT. Such requests must be received and approved prior to the expenditure of CMAQ funds for these activities.

Unless authorized in writing by the DEPARTMENT, the LOCALITY shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written consent of the DEPARTMENT. The DEPARTMENT will review and approve Request for Proposals which use CMAQ funds prior to their issuance. All requests or invitations for bids, proposals, qualifications, or interest, or other official procurement processes, however referred to by the LOCALITY, must receive written consent by the DEPARTMENT prior to advertisement or issue.

Those activities and description of work documented in the approved Scope of Work and any subsequent amendments thereto as approved by the DEPARTMENT are hereby approved for CMAQ funding subject to the conditions of this AGREEMENT.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the LOCALITY actual costs as defined herein.

Payments shall be made under the terms set forth in the Scope of Work.

All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87, Cost Principles for State and Local Governments. Additional auditing requirements are set forth in Attachment B.

Any expenditure made or work or grant proposal performed by the LOCALITY on activities contained in the attached scope of work prior to the execution of this agreement by the DEPARTMENT will not be eligible for reimbursement.

ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The LOCALITY shall document expenditures and progress in executing the Scope of Work through the invoicing and reporting requirements established in Tasks 5 and 7 of the Scope.

ARTICLE VI - PERFORMANCE PERIOD

Work to be performed under this AGREEMENT shall be initiated no sooner than July 1, 2017, and completed within the period established in the Scope of Work.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from this Planning Process in LOCALITY.
2. Withdrawal of the LOCALITY from this Planning Process.
3. By mutual agreement of the parties.

In the event of termination under provision 1 at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provision 2 said termination shall be effective the date of notification. In the event of termination under provision 3 said termination shall be effective when both parties have signed an agreement to terminate. Work completed up to the date of notification or agreement to terminate shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the LOCALITY shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The LOCALITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 49 CFR Part 18 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the LOCALITY, for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

The LOCALITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT for review and approval prior to publication and distribution.

All materials published by the LOCALITY or subrecipient shall:

1. contain an acknowledgment, "Prepared in cooperation with the Northern Virginia District of the Virginia Department of Transportation", and

2. comply with all appropriate state and federal laws.

ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and their decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of Title VI of the Civil Rights Act of 1964 as set out in Attachment C, attached hereto, and made a part of this AGREEMENT by reference.

ARTICLE XII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in Attachment D attached hereto and made part of this AGREEMENT.

ARTICLE XIII - DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES

In connection with the performance of this AGREEMENT, the LOCALITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The

LOCALITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program, the Virginia Public Procurement Act requirements and use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of 49 CFR Part 26, as amended, and set out in Attachment E attached hereto, and made part of this AGREEMENT by reference.

Further, the LOCALITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the LOCALITY.

ARTICLE XV – CERTIFICATIONS

The LOCALITY and the DEPARTMENT acknowledge that neither the representative for the LOCALITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or

b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

Prohibition Against the Use of Federal Funds for Lobbying

The prospective contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The prospective contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

For contracts of $100,000 or more, the prospective contractor shall submit to the LOCALITY a signed "Certification of Restrictions on Lobbying," and shall require all subcontractors with contracts of $100,000 or more to submit to the prospective contractor and the LOCALITY such signed certifications.

ARTICLE XVI – LIABILITY WAIVER

The LOCALITY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The LOCALITY will reimburse the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees for any damage or injury caused by the negligence of the LOCALITY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

ARTICLE XVII – ANNUAL APPROPRIATIONS

Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

ARTICLE XVIII – SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

ARTICLE XVIX – THIRD PARTIES

The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

ARTICLE XX – INDIVIDUAL LIABILITY

The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCALITY have executed this AGREEMENT on the day and year first above written.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Signature

Charles A. Kilpatrick, P.E.
Printed Name

Commissioner of Highways
Title

DATE:_____

LOCALITY

BY: _____
Signature

_____
Printed Name

_____
Title

DATE:_____

ATTACHMENT A - Scope of Work
ATTACHMENT B - Contract Audit
ATTACHMENT C - Title VI
ATTACHMENT D - Virginia Fair Employment Contracting Act
ATTACHMENT E - Disadvantaged and Women-Owned Business Enterprises

ATTACHMENT A

EMPLOYER OUTREACH
SCOPE OF WORK

Fiscal Year 2018

Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. TCM-47c does not mandate employer participation. This measure will encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM).

Fairfax County Employer Outreach Program will provide outreach services directly to employers in Fairfax County, which will help promote commute alternatives, create new or expanded alternative commute programs, maintain existing programs, and provide a means to evaluate the impact of these employer efforts.

Activities to be performed include, but are not limited to, the following:

TASK 1: **Contact Employers and Promote Alternative Commute Programs -** Establish and maintain regular contact with employers. Encourage employers to establish an Employee Transportation Coordinator (ETC). Conduct sales calls and face-to-face meetings with employer ETCs and decision makers. Promote Alternative Commute Programs described in **Attachment A-1** as may be determined from the results of Task 2 or as may be developed through discussions with the employer.

TASK 1A **Maintain Contact with Employers with Existing Programs.** – No less frequently than quarterly, communicate with employers in the jurisdiction's database (see Task 4 below) that have existing TDM programs to verify and update contact information and encourage the continuation and / or strengthening of existing programs.

TASK 2: **Conduct Employee Commute Surveys** – Conduct employee commute surveys for employers who voluntarily choose to survey their employees. Although surveys are voluntary, strongly encourage the employer to conduct a survey. Ideally, the survey will be conducted once prior to the implementation of commute incentives, benefit programs or promotions, and again six months to one year after the employer has instituted an incentive or benefit program. The survey will consist of the core questions (as agreed to by Northern Virginia Employer Outreach representatives and the Commuter Connections Employer Outreach Committee) designed to assist in developing and evaluating alternative commute programs. The survey may be customized, including the addition of questions, to fit the needs of the employer and to obtain

information to develop a comprehensive employee commute plan for the employer.

Survey data will be used (a) to provide the employer with commute mode preferences, (b) to provide the jurisdictional employer outreach staff with basic information to make recommendations, and develop or change strategies that will help the employer and employees, and (c) to provide a site specific mode split which could be compared to follow-up data to determine success of the TDM strategies that were implemented. It is also a good tool for employers to track and evaluate program success (if appropriate or desired), and to give employees an opportunity to request additional commuter information.

Surveys will be distributed in one or both of the following methods, depending on the needs of the employer: 1) hard copies, or 2) email with a link to the Commuter Connections and / or Virginia online survey maintained either by MWCOG or through another online survey site.

When using hard copies or the online survey maintained by MWCOG, the request, survey editing and survey processing procedures agreed to by the Employer Outreach Committee will be followed.

TASK 3: **Develop TDM Program Recommendations -** Develop and provide in a written document with recommendations for the employers for the implementation of alternative commute incentives, benefits and programs. The recommendations will be based on the results of the initial employee commute survey if possible, and interviews with employer representatives. Provide copies of documents prepared under this Task to VDOT.

TASK 4: **Record Keeping and Database Maintenance -** Maintain the elements of the regional ACT Employer Outreach database that pertain to employers in the LOCALITY to include the following elements at a minimum:

- Employer name, location, contact name, phone number, email address, number of total employees, number of participating employees, and existing TDM programs,
- TDM program implementation dates and participation rates,
- All contact, communications and work conducted with employers including sales calls, meetings, survey dates and results, and promotions.

Update information in the ACT Employer Outreach database no less frequently than every three months. Incorporate the results from surveys conducted in Task 2 as data is available.

The ACT database will be used for the purpose of:

- recording the status of each employer-based TDM program for which the jurisdiction has knowledge,
- tracking Employer Outreach activities conducted by each jurisdiction,
- identifying employers with additional office locations in other jurisdictions and for viewing past outreach activities for an employer that is relocating from another jurisdiction.

Close coordination with Employer Outreach representatives from other jurisdictions will be adhered to for outreach with employers with additional office locations in other jurisdictions and employers relocating from another jurisdiction.

TASK 5: **Reports -** Provide an Activity Report, in the format shown as Attachment A-2, summarizing employer outreach activities and results to VDOT no less than quarterly and with all reimbursement requests.

TASK 6: **Meetings and Training -** Attend Commuter Connections Employer Outreach Committee meetings as desired and as may be made available by COG.

TASK 7: **Reimbursement Requests -** Provide an invoice to VDOT at least once every three months from the start of the fiscal year. The final invoice for the fiscal year should be submitted by August 31, 2018. Invoices shall be accompanied by sufficient documentation to substantiate costs incurred during the period, and include at a minimum:

- number of hours devoted to Employer Outreach and resulting labor costs;
- description of Direct Costs, accompanied by copies of invoices for individual Direct Costs exceeding $1,500;
- invoices for any work performed by subcontractors for which reimbursement is requested;
- number of new employers contacted;
- brief summary of major activities conducted during invoice period if not reflected on Activity Report (Form A-2).

Invoices which do not include the above information may not be approved by VDOT for payment. The preferred format for invoices submitted to VDOT is shown as Attachment A-3.

FISCAL YEAR 2018 PROJECT GOALS

These Goals represent target values. Program funding is not dependent upon achievement of specific values. Progress towards achieving Goals will be monitored and will serve as guidance for potential program adjustments throughout the year.

- Conduct commute surveys at all employers that implement a new alternative commute program.
- Establish 44 new Level 3 or 4 employers.
- Maintain the existing number of Level 3 and 4 employers.
- Meet with 255 employers.
- Conduct 880 sales calls.
- Conduct 77 outreach activities such as transportation information fairs and other events designed to promote the use of alternative travel modes.

ATTACHMENT A
ATTACHMENT A-1

Potential Alternate Commute Programs to be Promoted in Employer Outreach Activities

Carpool and Vanpool Formation - Work with the employer and employees to encourage and establish carpools and vanpools. The Commuter Connections ridematching system as well as other on-site ridematching systems, promotion of carpool incentives, and van start/van save incentives through the state grants received by the local commuter assistance programs will be used to facilitate carpool and vanpool formation. Coordination with third party vanpool operators will also be used for vanpool formation.

Telework/Telecommuting - Encourage and assist employers with the development and/or expansion of formal telework programs. Request assistance, as needed, from the Department of Rail and Public Transportation and coordinate with DRPT on promotion and employer participation in the Telework!VA program.

Parking Management Strategies - Encourage and assist employers with development of strategies to reduce parking demand, including car sharing, parking cash-out, preferential carpool/vanpool parking and bicycle parking.

TDM Information - Provide transportation and employer benefit and incentive information to employer and employees through onsite promotions, displays, emails, and employer web site.

Transit/Vanpool/Bicycle Benefit Programs - Encourage and assist employers with the development of transportation benefit programs [in accordance with IRS Section 132(f)], pre-tax transit pass purchase programs, and / or other non-SOV commuter benefit programs. Work directly with WMATA SmartBenefits sales force to promote SmartBenefits and assist employers with planning and implementation of SmartBenefits transportation benefit programs for employees that commute via transit or a qualified vanpool. Provide information to employers on benefit administration programs through WMATA and other third party administrators who can assist in implementing a transit/vanpool benefit program at an employer worksite. Provide planning assistance to employers to establish onsite transit pass, token and ticket sales, and SmartBenefit exchange services.

New Hire Programs - Assist employers in providing commute alternative information to newly hired employees. This may consist of delivery of commute options and employer provided benefits and incentive information to new employees through the development of a packet of transportation information, oral presentations at new hire orientations, email, and the employer's web site.

Guaranteed Ride Home (GRH) Program - Assist employers with offering the Commuter Connections regional GRH service to employees who take alternative commute modes at least two days per week. Assist employers seeking to provide supplemental GRH trips for their employees.

Alternative Work Scheduling - Encourage and assist employers with the implementation of flexible work schedules, compressed work weeks and staggered work hour programs.

ATTACHMENT A-2

JURISDICTION / AGENCY _____

TIME PERIOD From
To

	NEWLY ACTIVE Employers[1]	FOLLOW-UP Employers	Total
Contacts via Personal Contact (Voice, Letter or Personal E-mail) [2]			
Contacts via Broadcast Contact (Letters, Flyers, Newsletter or Broadcast E-mail)[3]			
Sales Meetings / Site Visits			
On-Site Events / Promotions			
Employers Surveyed			

	New TDM Employers[4]	Previously Reported TDM Employers	Total
Level 1 TDM Employers			
Level 2 TDM Employers			
Level 3 TDM Employers			
Level 4 TDM Employers			
TOTAL			

1 - Newly Active employers are either (a) new to the ACT! database, or (b) included in ACT! database but have been dormant for over 2 years

2 - Number of individual calls, letters, e-mails, etc. addressed personally

3 - Impersonal brochures, flyers, blast e-mails, etc.

4 - Report changes as POSITIVE or NEGATIVE as appropriate

VDOT TCM-47c EMPLOYER OUTREACH INVOICE

Jurisdiction / Agency: _____

UPC 106473 Invoice No. _____

Invoice Period: From: _____ To: _____

Invoice Date: _____

Remit Address (MAIL): _____

Remit Address (WIRE): Bank: _____

ABA No.: _____

Acct. No.: _____

Fed ID No.: _____

LABOR	Hours This Invoice	COST		
		Total this Invoice	Previously Billed	Total Billings to Date
Staff A				
Staff B				
etc.				
DIRECT COSTS				
Equipment	explain and document over $1,500			
Materials and Supplies	explain and document over $1,500			
Data Processing	explain and document over $1,500			
Travel	explain and document over $1,500			
Printing / Reproduction	explain and document over $1,500			
Other Direct Costs	explain and document over $1,500			
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -
CONSULTANT / CONTRACTOR INVOICES [1]				
	Consultant / Contractor A			
	Consultant / Contractor B			
	Consultant / Contractor C			
	CONSULTANT / CONTRACTOR TOTAL	$ -	$ -	$ -
	TOTAL	$ -	$ -	

Not to exceed contract total

CONTRACT TOTAL = _____

(Signature) (Date)

1 - Itemize by contractor and activity. Provide copies of contractor invoices and status reports

ATTACHMENT B
CONTRACT AUDIT

The LOCALITY shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the LOCALITY relating to this Agreement, and the program(s) funded pursuant to this AGREEMENT, during the life of the contract and for a period of not less than three years after date of final payment, or date LOCALITY is declared in default of Contract, or date of termination of the Contract.

1. The documents and records shall include, but not be limited to those required to be retained pursuant to Section VIII (RETENTION OF COST RECORDS) as well as those that were used to prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.

2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of LOCALITY's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the LOCALITY or the LOCALITY's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The LOCALITY shall make its personnel available for interviews when requested by the Department.

3. Upon request, the LOCALITY shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format.

The LOCALITY shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The LOCALITY shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The LOCALITY shall be forthcoming in disclosing all sources and locations of media.

It shall be the LOCALITY'S responsibility to notify the Department, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the LOCALITY'S liability for any costs not supported by the proper documentation for the subcontractor's phase of the services.

The LOCALITY shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit.

ATTACHMENT C

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age or handicap.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, or the Federal Highway

Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor compiles, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions in the event a contractor becomes involved in or is threatened with litigation with a subcontractor. The contractor may request the State and/or the United States to enter into such litigation in order to protect their respective interests.

ATTACHMENT D

VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that 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 chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the State. (1975, c.626.)

ATTACHMENT E

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS
49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The LOCALITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LOCALITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The LOCALITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The LOCALITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

Board Agenda Item
June 6, 2017

INFORMATION - 1

Contract Award – Domestic Violence Legal Services

The Fairfax County Juvenile and Domestic Relations District Court (JDRDC) has a requirement to provide legal advice and/or representation services to domestic violence program clients, a collaborative effort of the supervised visitation and exchange programs run by JDRDC - Safe Havens Supervised Visitation and Stronger Together. The Department of Procurement and Material Management, the Department of Administration for Human Services and the JDRDC negotiated a non-competitive contract award with Legal Services of Northern Virginia. No other service provider was considered as Legal Services of Northern Virginia (LSNV) is the only Fairfax County based organization providing pro bono legal services, specializing in representation for domestic violence victims.

Legal Services of Northern Virginia has been providing legal services to low-income individuals in family law cases for over thirty years. LSNV presently represent victims of domestic violence, dating violence, sexual assault, and stalking in civil cases ranging from protective orders, custody/visitation, divorce, housing and bankruptcy. LSNV offices are physically located only yards from the Fairfax County courthouses and the Fairfax County supervised visitation program.

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 proceed to award this contract to Legal Services of Northern Virginia. This contract will begin on the date of award, and terminate on June 30, 2018, with the option for four (4) one (1) year renewal periods based on satisfactory contractor performance and if agreeable to all parties. The total estimated amount of this contract over the entire life of the contract is approximately $508,333.00.

FISCAL IMPACT:
Grant funding is currently available through FY 2018; however, it is not known how much grant funding will be available beyond FY 2018. Staff will continue to apply for grant funding and pursue all funding options; however, as indicated in the FY 2019 multi-year budget, if grant funding is not available and the Board of Supervisors wishes to continue this service, new General Fund dollars will need to be identified beginning in FY 2019 and beyond.

Board Agenda Item
June 6, 2017

ENCLOSED DOCUMENTS:
None

STAFF:
Cathy Muse, Director, Department of Procurement and Material Management
Robert A. Bermingham, Jr., Director, Department of Juvenile and Domestic Relations District Court Services
Lee Ann Pender, Acting Director, Department of Administration for Human Services

Board Agenda Item
June 6, 2017

10:50 a.m.

Matters Presented by Board Members

Board Agenda Item
June 6, 2017

11:40 a.m.

CLOSED SESSION:

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

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

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

1. *King of Northern Virginia, a General Partnership and Toms King (Virginia), LLC. v. Fairfax County, Virginia*, Case No. CL-2017-00006209 (Fx. Co. Cir. Ct.) (Sully, Dranesville, and Hunter Mill Districts)

2. *Glen M. Sylvester v. Brian C. Geschke*, Case No. CL-2017-0006382 (Fx. Co. Cir. Ct.)

3. *Mary Lark Lovering v. Mickey Smith, Department of Public Works and Environmental Services, and County of Fairfax*, Case No. CL-2017-0006245 (Fx. Co. Cir. Ct.)

4. *Segun Olobayo v. Jack Blair*, Case No. GV17-008954 (Fx. Co. Gen. Dist. Ct.)

5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ramon A. Navorio, LLC*, Case No. CL-2017-0007129 (Fx. Co. Cir. Ct.) (Braddock District)

6. *I.G.S. Limited Liability Company v. Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, and CESC Commerce Executive Park L.L.C.,* Case No. CL-2017-0000197 (Fx. Co. Cir. Ct.) (Hunter Mill District)

7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mohammed M. Hamzezadeh*, Case No. CL-2017-0006244 (Fx. Co. Cir. Ct.) (Hunter Mill District)

8. *In re: 1404 Crowell Road, Vienna, Va. 22182, Richard P. Deeds, Jr., and Nicole Prete Deeds*, Case No. CL-2015-0008179 (Fx. Co. Cir. Ct.) (Hunter Mill District)

9. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mark A. Henning*, Case No. GV17-009863 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edgar Gramajo and Miryam Gramajo*, Case No. CL-2017-0001352 (Fx. Co. Cir. Ct.) (Lee District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. David W. Claros and Carmen F. Guzman*, Case No. GV17-009681 (Fx. Co. Gen. Dist. Ct.) (Lee District)

12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael Woolfrey*, Case No. GV17-007126 (Fx. Co. Gen. Dist. Ct.) (Lee District)

13. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virgina v. Michael Woolfrey*, Case No. GV17-007127 (Fx. Co. Gen. Dist. Ct.) (Lee District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rupi Sain*, Case No. CL-2017-0006376 (Fx. Co. Cir. Ct.) (Mason District)

15. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Build America, LLC, and Bella Café and Lounge*, Case No. CL-2017-0007126 (Fx. Co. Cir. Ct.) (Mason District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Noble Wall*, Case No. CL-2017-0002476 (Fx. Co. Cir. Ct.) (Mount Vernon District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Patrick McAlee and Barbara McAlee*, Case No. CL-2012-0010063 (Fx. Co. Cir. Ct.) (Mount Vernon District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Venture Associates 72-3, LLC*, Case No. CL-2017-0001638 (Fx. Co. Cir. Ct.) (Providence District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ly Chau*, Case No. CL-2013-0011534 (Fx. Co. Cir. Ct.) (Providence District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mark Bedell Stamer, Trustee of the Mark Bedell Stamer Trust*, Case No. CL-2011-0005846 (Fx. Co. Cir. Ct.) (Providence District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. A. Brian Bartlett*, Case No. CL-2015-0011709 (Fx. Co. Cir. Ct.) (Providence District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. CL-2016-0005993 (Fx. Co. Cir. Ct.) (Providence District)

23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lauretta Marshall*, Case No. CL-2016-0010299 (Fx. Co. Cir. Ct.) (Springfield District)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. William O. Robinson, Jr.*, Case No. CL-2017-0006625 (Fx. Co. Cir. Ct.) (Sully District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Massis Investments*, L.L.C., Case No. CL 2017-0007127 (Fx. Co. Cir. Ct.) (Sully District)

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Board Agenda Item
June 6, 2017

3:30 p.m.

Public Hearing on, and Approval of, the Sale of Sewer Revenue Bonds, Series 2017

ISSUE:
The Board of Supervisors' approval is needed to sell Sewer Revenue Bonds in an amount not to exceed $110,000,000 on June 14, 2017. Va. Code Section 15.2-2606 requires the governing body to hold a public hearing on the proposed bond issue before the final authorization of the issuance of the bonds. The bond proceeds will be used to fund a portion of the County's share of construction costs for Capital Improvement Programs at the following Wastewater Treatment Plants (WTPs):

1. The County's Noman M. Cole, Jr. Pollution Control Plant (NMCPCP)
2. The District of Columbia Water and Sewer Authority (DCWASA) Blue Plains Advanced Wastewater Treatment Plant
3. Alexandria Renew Enterprises (ARE) WTP
4. Arlington County's WTP
5. Loudoun Water's Broad Run WTP

Bond proceeds will also be used for upgrades to meet current environmental regulations, renovations and replacements of the aging Integrated Sewer System (System) infrastructure, to purchase additional treatment capacity if needed by the System, and to fund required deposits to bond reserves.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors hold a public hearing and then adopt the attached Series Resolution that will authorize the sale of Sewer Revenue Bonds.

The attached Series Resolution supplements the 1985 General Bond Resolution (General Bond Resolution). County staff recommends that the Board of Supervisors adopt the Series Resolution thereby:

a. Authorizing the sale of additional Sewer Revenue Bonds in an amount not to exceed $110,000,000.
b. Authorizing the execution and delivery of a Continuing Disclosure Agreement.
c. Delegating authority to the County Executive or the County's Chief Financial Officer, in consultation with the County's Financial Advisor, to distribute the Preliminary Official Statement (POS) and Official Notice of Sale (NOS) to interested bidders.
d. Designating U.S. Bank National Association, Richmond, Virginia, as Paying Agent and Bond Registrar, and Depositary, for the bonds.

Lastly, the Clerk to the Board is directed to file a certified copy of the Series Resolution with the Circuit Court.

TIMING:
Immediate. On May 2, 2017, the Board authorized advertisement of a public hearing to be held on June 6, 2017, at 3:30 PM. The public hearing was advertised on May 19, and May 26, 2017. The bond sale is expected to occur on or about June 14, 2017, and close on or about June 28, 2017.

BACKGROUND:
The proceeds of the sale of the Series 2017 Sewer Revenue Bonds will primarily be used to support the capital improvement projects at certain WTPs that provide wastewater capacity to the System. The projects are either driven by the Commonwealth of Virginia, Department of Environmental Quality (DEQ), or to address other capital needs of the System.

The Series 2017 Resolution (Attachment 1) requests bonds to be issued in an amount not to exceed $110,000,000. Bond proceeds will also finance a deposit to Fund 69030, Sewer Bond Debt Reserve, which is required by the legal documents governing the sale of the County's sewer revenue bonds, and will finance the costs of issuing the bonds. Existing bond ratings for the Sewer Revenue Bonds are Aaa from Moody's and AAA from S&P and Fitch.

Fund 69000, Sewer Revenue, issues bonds under the 1985 General Bond Resolution (General Bond Resolution) adopted by the Fairfax County Board of Supervisors on July 29, 1985, which was last amended and restated on May 18, 2009. The General Bond Resolution includes a rate covenant under which the County has agreed to charge reasonable rates for the use of its services. Furthermore, the County is required to adjust rates, from time to time, to generate "net revenues" (gross revenues less operating expenses) sufficient to provide an amount equal to 125 percent (1.25 times) of its senior lien bonds' annual principal and interest requirements. This coverage requirement excludes revenues generated from Availability fees and fund balance. Fund 69000, Sewer Revenue, remains in compliance with all General Bond Resolution covenants.

The Sewer Revenue Fund's internal financial indicators, which were adopted in May 2012, impose a higher level of annual net revenues to debt service than the General Bond Resolution. For all senior lien bonds (County Sewer Revenue Bonds only), net revenues must provide an amount in the range of 300 percent (3.00 times) to 400 percent (4.00 times) annual principal and interest requirements. For all senior lien and subordinate lien bonds (County Sewer Revenue Bonds, County payments due to the Virginia Resources Authority and its proportionate share of other jurisdictions' debt service requirements), net revenues must provide an amount in the range of 180

percent (1.80 times) to 225 percent (2.25 times) annual principal and interest requirements. Fund 69000, Sewer Revenue, continues to be within the ranges cited for the above referenced financial indicators.

FISCAL IMPACT:
Assuming level debt payments, a term of 30 years, and an estimated interest rate of 3.65 percent based on market conditions as of May 3, 2017, the annual principal and interest payments will be approximately $5.69 million. Funding will be provided within Fund 69000, Sewer Revenue, with no General Fund impact. This bond sale is in conformance with the Sewer Revenue Fund's 10-year Capital Improvement Program and the January 2017 Revenue Sufficiency and Rate Analysis study.

ENCLOSED DOCUMENTS:
Attachment 1 – Series Resolution
Attachment 2 – Bond Sale Schedule
Attachment 3 – Preliminary Official Statement
Attachment 4 – Notice of Sale
Attachment 5 – Continuing Disclosure Agreement

STAFF:
Robert A. Stalzer, Jr., Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES
Joseph LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

At a regular meeting of the Board Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia on June 6, 2017, at which meeting a quorum was present and voting, the following resolution was adopted:

Fairfax County,

Virginia

A SERIES RESOLUTION
PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED
$110,000,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES,
PURSUANT TO THE GENERAL BOND RESOLUTION
AUTHORIZING THE ISSUANCE INITIALLY OF
ONE OR MORE SERIES OF SEWER REVENUE BONDS
IN THE AGGREGATE PRINCIPAL AMOUNT
OF NOT EXCEEDING $179,000,000 AND
THEREAFTER OF SERIES OF ADDITIONAL
AND REFUNDING SEWER REVENUE BONDS.

Attachment 1

SERIES RESOLUTION

SERIES RESOLUTION SUPPLEMENTING THE GENERAL BOND RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING THE ISSUANCE OF SEWER REVENUE BONDS, TO PROVIDE FOR THE ISSUANCE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $110,000,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES; DELEGATING TO THE CHAIRMAN AND VICE CHAIRMAN OF THE BOARD, THE COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER OF THE COUNTY AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS, DESIGNATING A PAYING AGENT AND BOND REGISTRAR AND DEPOSITARY FOR THE BONDS; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE USE OF A NOTICE CALLING FOR BIDS TO PURCHASE SUCH BONDS OR THE EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO THE PURCHASE OF SUCH BONDS; APPROVING THE MAKING OF A CONTINUING DISCLOSURE AGREEMENT; AND DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS.

WHEREAS, the Board of Supervisors (the "Board of Supervisors" or "Board") of Fairfax County, Virginia ("County"), has adopted a General Bond Resolution authorizing the issuance initially of not exceeding $179,000,000 Sewer Revenue Bonds and thereafter the issuance of additional and refunding sewer revenue bonds (such Resolution as initially adopted on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, further amended and restated on May 18, 2009, effective July 1, 2009, and as supplemented, herein called the "General Bond Resolution"); and

WHEREAS, the Board of Supervisors has determined to issue additional bonds authorized pursuant to the provisions of Section 209 of the General Bond Resolution for the purpose of providing funds, with any other available funds, for paying a portion of costs of improvements to the County's sanitary sewer system including capital improvements to regional systems in which County has acquired capacity (the "Project"), such bonds to be payable solely from the funds provided in the General Bond Resolution and this Series Resolution; and

WHEREAS, the Board has determined to delegate, pursuant to the terms of this Series Resolution, to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each a "Delegate") authority to determine whether

a competitive sale or negotiated sale of the bonds to be issued pursuant to this Series Resolution is in the best interest of the County; and

WHEREAS, the Board has found and determined that the issuance and sale of the bonds authorized hereby on the terms contemplated hereby are in the public interest and otherwise beneficial to the County; and

WHEREAS, Section 209 of the General Bond Resolution contemplates that the County will fix in this Series Resolution the aggregate principal amount of the additional bonds and the details thereof and describe the Project to be financed; and

WHEREAS, there has been presented to the Board a draft of the Preliminary Official Statement to be furnished for use in connection with a sale of the bonds authorized hereby upon the terms set forth therein and will prepare a final Official Statement to be furnished to the purchasers or underwriters of the bonds for their use in connection with a bona fide public offering of the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS FOLLOWS:

Section 1. Authorization of Bonds. Pursuant to Section 209 of the General Bond Resolution, bonds of Fairfax County, Virginia, are hereby authorized to be issued as Current Interest Bonds, in one or more series, in the maximum aggregate principal amount not to exceed $110,000,000 to provide funds, with any other available funds, for paying a portion of the cost of financing, acquiring, constructing and placing into service the Project specified in Exhibit A hereto. The bonds authorized hereby shall be designated "Sewer Revenue Bonds, Series 2017 [A], [B]" (the "Bonds"). The definitive Bonds shall be issuable as fully registered bonds without coupons, in the denominations of $5,000 and any whole multiple thereof, shall be dated, and shall be numbered from R-1 upwards. 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 will be issued to The Depository Trust Company, New York, New York, and immobilized in its custody.

All of the Bonds shall mature on July 15 of such year and in such principal amounts, and shall bear interest, payable on January 15 and July 15 of each year unless such different dates are determined pursuant to Section 2 hereof.

Section 2. Delegation. The Board of Supervisors hereby delegates to each of the Delegates, the 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):

(a) The aggregate principal amount of the Bonds which is not to exceed $110,000,000 required to provide financing for the Project, make a deposit to the Reserve Subfund and pay costs of issuance for the Bonds;

(b) Subject to the provisions of Section 5 hereof, whether the Bonds shall be sold in a competitive sale process or in a negotiated sale to one or more underwriters;

(c) 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 shall occur no later than December 1, 2018, and the final maturity date shall not be later than December 1, 2047;

(d) 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;

(e) The Bonds shall be dated as of a customary date preceding their date of issue and shall bear interest from such dated date payable semi-annually thereafter, provided that the first interest payment date shall be not more than ten (10) months after the dated date of the Bonds;

(f) The semi-annual interest payment dates, or such other interest payment dates deemed applicable, for the Bonds and the record date for the Bonds;

(g) The status of the Bonds as Serial Bonds or Term Bonds or a combination thereof, whichever is most likely to be best received by bidders for the Bonds; and

(h) The optional redemption provisions of the Bonds, provided that Bonds shall be made subject to redemption at the option of the County on a date or dates and at the price of par plus accrued interest plus a redemption premium ("Redemption Premium") not in excess of three percent (3%), the first such date on which such a redemption may occur (the "First Redemption Date") to be no later than the eleventh (11th) anniversary of the dated date of the Bonds.

Section 3. Designations. Pursuant to the General Bond Resolution, the County hereby appoints U.S. Bank National Association, Richmond, Virginia as (i) Paying Agent and Bond Registrar for the Bonds and (ii) as Depositary for the Bonds.

Section 4. Redemption Provisions. (a) When the Bonds become subject to redemption as determined in accordance with Section 2(h), they may be redeemed prior to their respective maturities, at the option of the County, from any moneys that may be made available for such purpose other than moneys set aside in respect of the Sinking Fund Requirement, either in whole or in part on any date, at the applicable redemption prices expressed as a percentage of the principal amount of Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

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 Paying Agent or a depositary (either, a "depositary") for

the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the 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 The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board.

(b) In the event that the successful bidder shall designate any portion of the Bonds as a Term Bond or Bonds, then the following provisions shall apply to such Term Bond or Bonds:

Any Term Bond or Bonds shall be called for redemption, in part, on July 15, or date determined pursuant to the delegation in Section 2 hereof, in such years and in the principal amounts equal to the respective Sinking Fund Requirements for such Term Bonds, which Sinking Fund Requirement shall correspond to the maturities of the Serial Bonds subsumed in such Term Bond or Bonds (less the principal amount of any Term Bond retired by purchase and otherwise subject to adjustment as herein provided in this Section) from moneys in the Debt Service Subfund at a redemption price equal to par plus accrued interest thereon to the date fixed for redemption.

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the Bonds on account of such Sinking Fund Requirement to the purchase for cancellation of Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any Bonds so purchased shall be paid from moneys in the appropriate special account in the Debt Service Subfund established in respect of the interest accrued on the Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of each Series retired by purchase or redemption or called for redemption under the provisions of this Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series on such Principal Payment Date, then, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

It shall be the duty of the Department of Finance of the County, on or before the 1st day of December, to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then Outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

Any such redemption, either in whole or in part, shall be made in the manner and under the terms and conditions provided in the General Bond Resolution.

Section 5. Sale of the Bonds.

(a) Sale. The Bonds shall be offered for competitive bidding or negotiated sale to one or more underwriters on such date(s) as a Delegate determine in consultation with the County's Financial Advisor, such date(s) to be not later than December 31, 2017.

(b) Notice of Sale. If the Bonds are to be sold on a competitive basis the distribution of the Notice of Sale, substantially in the form presented at the meeting at which this Series Resolution is adopted, together with such changes as County staff deems necessary or appropriate (the "Notice of Sale"), is hereby authorized. County staff is also authorized to take any actions necessary or appropriate for selling the Bonds in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system. The award of the Bonds as contemplated by Section 5(c)(i) of this Series Resolution shall be conclusive evidence of the approval of all such changes and actions.

(c) (i) Competitive Sale Delegation. Each Delegate is hereby authorized to accept the lowest bid (determined in accordance with the Notice of Sale) for the Bonds, being offered for sale by the Board of Supervisors at competitive bidding on one or more dates not later than December 31, 2017, subject to the following conditions: (A) a Delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (B) a Delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (C) the Financial Advisor to the County shall have recommended that the lowest conforming bid be accepted and (D) the true interest cost of such bid shall not exceed 5.0%.

(ii) Negotiated Sale Delegation. Each Delegate is hereby authorized to sell the Bonds in a negotiated sale to one or more underwriters on one or more dates not later than December 31, 2017 subject to the following conditions: (A) 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, (B) the true interest cost of the Bonds sold shall not exceed 5.0%, (C) the underwriter(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 Series Resolution and (ii) Bond Counsel to Fairfax County and the Financial Advisor to the County shall recommend to the County the execution of such agreement.

Section 6. Official Statement. The Preliminary Official Statement of the County relating to the Bonds (including bond anticipation notes), and the final preparation and circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder or underwriter of a reasonable number of copies thereof as so completed (the "final Official Statement") are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors is hereby authorized and directed to execute and deliver the final Official Statement, both the Preliminary Official Statement and the final Official Statement to be in substantially the form of the draft Preliminary Official Statement presented at this meeting, with the changes contemplated hereby and such other changes as the Chairman or Vice Chairman may approve, his or her signature on the final Official Statement to be conclusive evidence of his or her approval thereof.

Section 7. Continuing Disclosure Agreement. The execution and delivery of a continuing disclosure agreement (the "Continuing Disclosure Agreement") is hereby authorized, said Continuing Disclosure Agreement to be substantially in the form presented at the meeting at which this Series Resolution is adopted, with such changes, insertions and omissions as may be approved by the Chairman or Vice Chairman of the Board of Supervisors, the County Executive, or the Chief Financial Officer of the County, the execution of the Continuing Disclosure Agreement to be conclusive evidence of any such approval of any such changes, insertions and omissions therein.

Section 8. Manner of Execution of Bonds. The Bonds shall be executed with the facsimile signatures of the Chairman of the Board of Supervisors and the Clerk of the Board, and a facsimile of the official seal of the Board shall be imprinted on the Bonds. The Bonds shall be authenticated by the Bond Registrar for the Bonds, and shall be delivered to or for the account of the purchaser of the Bonds upon receipt of the purchase price of the Bonds.

Section 9. Application of Proceeds of Bonds. The proceeds of the Bonds shall be deposited in accordance with the provisions of Section 209 of the General Bond Resolution as follows:

(1) accrued interest, if any, on the Bonds shall be paid to the Depositary thereof for deposit to the Debt Service Subfund;

(2) such amount, if any, shall be paid to the Depositary thereof for deposit to the credit of the Reserve Subfund as shall be required to make the balance to the credit of the Reserve Subfund equal to the amount of the Reserve Subfund Requirement on account of all series of bonds outstanding immediately after the issuance of the Bonds; and

(3) the balance shall be retained by the County and deposited to the credit of a special account within the Construction Subfund.

Moneys deposited in each of the Subfunds shall be held in trust and disbursed in accordance with the General Bond Resolution.

Section 10. Tax Covenant. The County covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, to the extent necessary so that

interest on the Bonds will remain excludable from gross income from existing federal income tax to the same extent as it is excludable on the date of the issuance of the Bonds.

Section 11. Definitions. All terms not otherwise defined herein shall have the meanings ascribed thereto by the General Bond Resolution.

Section 12. 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 Series Resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this Series Resolution.

Section 13. Effectiveness. This Series Resolution shall take effect immediately upon its adoption. This Series Resolution shall also serve as a supplemental resolution to the General Bond Resolution pursuant to Section 1101 of the General Bond Resolution.

A Copy - Teste:

_____
Catherine A. Chianese,
Clerk to the Board of Supervisors

EXHIBIT A

Project

Construction costs for capital improvement programs at the following wastewater treatment plants:

1. Noman M. Cole, Jr. Pollution Control Plant
2. The District of Columbia Water and Sewer Authority Blue Plains Advanced Wastewater Treatment Plant
3. Alexandria Renew Enterprises Wastewater Treatment Plant
4. Arlington County Wastewater Treatment Plant
5. Loudoun Water's Broad Run Wastewater Treatment Plant

Project costs also include upgrades to meet current environmental regulations, renovations and replacements of aging County sanitary sewer system infrastructure and to purchase additional treatment capacity if needed.

Attachment 2

DRAFT Bond Sale Schedule
Fairfax County, Virginia
Sewer Revenue Bonds, Series 2017

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Week of	Activity & Event	Responsible Party
April 10th	First draft of Series Resolution, POS, & NOS ("Bond Documents") distributed	NRF
	First draft of ratings presentation sent to County	PFM
April 17th	Comments due on ratings presentation	FX
April 24th	Comments due on Bond Documents	PFM, FX
	Ratings Prep Meeting	PFM, FX
May 1st	Tues, May 2nd – County Board considers Public Hearing advertisement	FX
	Tues, May 2nd – Board Titles due for June 6th meeting	FX
	Send draft documents to rating agencies	PFM
	Finalize ratings presentation	PFM, FX
May 8th	Mon, May 8th – Bond Documents submitted for Board package	NRF
	Tues, May 9th – Board Item due for June 6th meeting	FX
	Rating agency calls	FX, PFM
May 15th	Call to review POS	NRF, FX, PFM
May 22nd	Revised draft of POS & NOS distributed	NRF
	First Notice of Public Hearing published	FX
May 29th	Mon, May 29th – Memorial Day Holiday	--
	Second Notice of Public Hearing published	FX
	Receive bond ratings	--
	Comments due on POS & NOS	All
June 5th	**Tues, June 6th – Public Hearing & County Board considers Bond Documents**	FX
	Tues, June 6th – POS Finalized & Posted	NRF
	Wed, June 7th – IRS's new Issue Price Regulations become effective	--
June 12th	**Wed, June 14th – Competitive Bond Sale**	PFM, FX
June 19th	Finalize & Post OS	NRF
	Finalize Closing Documents	NRF
June 26th	Wed, June 28th – Closing & investment of bond proceeds	All

Legend:
FX = Fairfax County
PFM = Public Financial Management Inc., Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

5/10/2017

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017

NEW ISSUE **RATINGS: Fitch .....“___”**
Moody’s .....“___”
Full Book-Entry **Standard & Poor’s.....“___”**

In the opinion of Bond Counsel, under current law and assuming continuing compliance with the certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2017 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 2017 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 further information.

$_____*

Fairfax County, Virginia

Sewer Revenue Bonds, Series 2017

Dated: Date of Delivery **Due: July 15, as shown below**

Interest on the 2017 Bonds will be payable on each January 15 and July 15, commencing January 15, 2018. The 2017 Bonds will be issuable in denominations of $5,000 and any integral multiple thereof.

The 2017 Bonds are subject to redemption prior to maturity as a whole or in part at any time on or after July 15, 20__*, at a redemption price of the principal amount thereof plus accrued interest.

[The 2017 Bonds are being issued to provide funds for (i) paying the costs of certain additions, extensions and improvements to the Fairfax County’s (the “County”) 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, (ii) making a deposit to the Reserve Subfund, as described herein, and (iii) paying the costs of issuing the 2017 Bonds.]

Payment of the principal of and redemption premium, if any, and the interest on the 2017 Bonds is secured by a pledge of Gross Revenues derived by the County from the ownership and the operation of the County’s sewage collection, treatment and disposal systems (the “System”), after provision for payment of the operating expenses of the System.

The 2017 Bonds shall not be deemed to constitute a pledge of the full faith and credit of the Commonwealth of Virginia (the “Commonwealth”) or of any political subdivision thereof, including the County. Neither the full faith and credit of the Commonwealth nor the full faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2017 Bonds, and the issuance of the 2017 Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution (defined herein).

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Maturity Date (July 15)	Principal Amount*	Interest Rate	Price or Yield	Maturity Date (July 15)	Principal Amount*	Interest Rate	Price or Yield
2018	$	%	%	2033	$	%	%
2019				2034			
2020				2035			
2021				2036			
2022				2037			
2023				2038			
2024				2039			
2025				2040			
2026				2041			
2027				2042			
2028				2043			
2029				2044			
2030				2045			
2031				2046			
2032				2047			

The 2017 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. Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, County Attorney. The 2017 Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about June 28, 2017.

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 to obtain information essential to making an informed investment decision.

June __, 2017

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. 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 2017 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

BOARD OF SUPERVISORS
Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
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Kathy L. Smith
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COUNTY OFFICIALS
Edward L. Long Jr., *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*
James W. Patteson, P.E., *Director, Department of Public Works and Environmental Services*
[Stacey Smalls, *Director for Wastewater Collection Division*
Michael McGrath, *Director for Wastewater Treatment Division]*
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DEPOSITARY AND BOND REGISTRAR
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1021 E. Cary Street, Suite 1850
Richmond, Virginia 23219
(804) 343-1567

No person has been authorized by the County to give any information or to make any representations with respect to the County or the 2017 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 2017 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 2017 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.

Forward–Looking Statements. **Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the County's beliefs, as well as assumptions made by, and information currently available to, its officers and personnel. 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 or phrases "to date," "now," "currently," and the like are intended to mean as of the date of the Official Statement.**

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OFFICIAL STATEMENT

FAIRFAX COUNTY, VIRGINIA

Regarding

$_____*
Sewer Revenue Bonds, Series 2017

INTRODUCTION

The purpose of this Official Statement, which includes the cover and inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the "County"), of its $_____* Sewer Revenue Bonds, Series 2017 (the "2017 Bonds").

Authorization

The 2017 Bonds will be issued pursuant to, and secured under, the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 [(the "General Bond Resolution")]. The General Bond Resolution, as supplemented by a Series Resolution adopted by the Board of Supervisors on June 6, 2017 (the "2017 Series Resolution"), provides for the issuance of the 2017 Bonds.

The General Bond Resolution, as supplemented, is hereinafter referred to as the "Bond Resolution." The General Bond Resolution was adopted pursuant to Article 3, Chapter 21, Title 15.2, Code of Virginia, 1950, as amended, and Chapter 26, Title 15.2, Code of Virginia, 1950, as amended (collectively, the "Act").

Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Definitions of Certain Terms."

Purpose

The 2017 Bonds are being issued to provide funds for (i) the Project" (defined herein), (ii) making a deposit to the Reserve Subfund, as described herein, and (iii) paying the costs of issuing the 2017 Bonds.

Existing Indebtedness

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; (ii) making a deposit to the Reserve Subfund; and (iii) paying the costs of issuing the 1996 Bonds. 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

*Preliminary, subject to change.

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 (the "2014 Bonds") to refund the outstanding 2004 Bonds. In addition, on May 16, 2016, the County issued $164,450,000 Sewer Revenue Refunding Bonds, Series 2016A (the "2016 Bonds") 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.

The outstanding 2009 Bonds, 2012 Bonds, 2014 Bonds, 2016 Bonds, 2017 Bonds and any Additional Bonds and any Refunding Bonds issued on a parity under the Bond Resolution are herein referred to as "Bonds." [As of July 1, 2017], there were outstanding under the Bond Resolution $13,400,000 aggregate principal amount of 2009 Bonds, $39,545,000 aggregate principal amount of 2012 Bonds, $58,580,000 aggregate principal amount of 2014 Bonds, $164,450,000 aggregate principal amount of 2016 Bonds, and certain other Subordinate Indebtedness. As of the date of issuance of the 2017 Bonds, the 2009 Bonds, the 2012 Bonds, the 2014 Bonds the 2016 Bonds and the 2017 Bonds will be the only Bonds outstanding under the Bond Resolution.] See "THE SYSTEM—Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations."

The County may also incur additional "Parity Indebtedness," payable on a parity with, and "Subordinate Obligations," payable on a subordinated basis to, its Bonds. Any Parity Indebtedness would be payable on a parity with Bonds from Gross Revenues after provision for Operating Expenses but has no claim on the Reserve Subfund established for Bonds. See "DEBT SERVICE REQUIREMENTS" and "THE SYSTEM—Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations." See also "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2017 BONDS—Additional Parity Debt" and "—Subordinate Obligations" and APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness."

The Project

[The 2017 Bonds are being issued to provide funds for paying the costs of certain additions, extensions and improvements to the Fairfax County's (the "County") sewage collection, treatment and disposal systems including the County's Noman M. Cole, Jr. Pollution Control Plant, 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. (collectively, the "Project")] See "THE PROJECT" herein.]

SOURCES AND USES OF FUNDS

The estimated sources and uses of the proceeds of the 2017 Bonds, are set forth below.

Sources	
Par Amount of 2017 Bonds	$
Net Offering Discount/Premium	
Total Sources	$

Uses	
Deposit in Construction Subfund	$
Deposit to Reserve Subfund	
Underwriter's Discount	
Issuance Expenses	$
Total Uses	$

DESCRIPTION OF THE 2017 BONDS

General

The 2017 Bonds will be dated their date of delivery, will be issued in the respective aggregate principal amounts and will bear interest at the rates and will mature on July 15, in the years and in the principal amounts as set forth on the cover page of this Official Statement. U.S. Bank National Association will act as Bond Registrar for the 2017 Bonds.

Interest on the 2017 Bonds will be payable on each January 15 and July 15, commencing January 15, 2018. The 2017 Bonds will be issuable in denominations of $5,000 and any integral multiple thereof under the book-entry system of The Depository Trust Company, and principal and interest on the 2017 Bonds will be payable, in the manner described below under "Book-Entry-Only System."

Book-Entry-Only System

The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the 2017 Bonds, payments of principal of and interest on the 2017 Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the 2017 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the 2017 Bonds. The 2017 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2017 Bond certificate will be issued for each maturity of 2017 Bonds, each in the aggregate principal amount of such quantity of 2017 Bonds.

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.

Purchases of the 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2017 Bonds on DTC's records. The ownership interest of each actual purchaser of the 2017 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 2017 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 2017 Bonds, except in the event that use of the book entry system for the 2017 Bonds is discontinued.

To facilitate subsequent transfers, all 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2017 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2017 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2017 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 2017 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2017 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2017 Bond documents. For example, Beneficial Owners of the 2017 Bonds may wish to ascertain that the nominee holding the 2017 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2017 Bonds within an issue 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 2017 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 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 2017 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 2017 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County or Depositary (defined herein) or the Trustee, 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 or Depositary, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the County or Depositary, 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 2017 Bonds at any time by giving reasonable notice to the County or Depositary. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2017 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 2017 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.

The County 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 2017 Bonds without the consent of Beneficial Owners.

Redemption Provisions

Optional Redemption

The 2017 Bonds that mature on or before July 15, 20__*, are not subject to redemption before maturity. The 2017 Bonds that mature after July 15, 20__*, may be redeemed, at the option of the County, before their respective maturities on any date not earlier than July 15, 20__*, as a whole or in part (in integral multiples of $5,000), upon payment of the redemption price of the principal amount thereof plus accrued interest to the redemption date.

*Preliminary, subject to change.

Mandatory Redemption – Sinking Fund[1]

The 2017 Bonds which are ____% Term Bonds due _____, ____% Term Bonds due _____ and ____% Term Bonds due _____, are subject to mandatory sinking fund redemption prior to maturity to the extent of the Sinking Fund Requirements therefor at a Redemption Price equal to the principal amount of the 2017 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

The Sinking Fund Requirements for such Term Bonds shall be the following amounts due on the following Principal Payment Dates:

$_____ Term Bonds Due _____		$_____ Term Bonds Due _____	
Due	Sinking Fund Requirements	Due	Sinking Fund Requirements
_____ †		_____ †	

† Final maturity

† Final maturity

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the 2017 Bonds on account of such Sinking Fund Requirements to the purchase for cancellation of 2017 Term Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any 2017 Bonds so purchased shall be paid from money in the appropriate special account in the Debt Service Subfund established in respect of the interest on the 2017 Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of the 2017 Bonds retired by purchase or redemption or called for redemption under the provisions of the 2017 Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity on such Principal Payment Date, then, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity of the 2017 Bonds for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

It shall be the duty of the Department of Finance of the County, on or before the 1st day of December, to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of 2017 Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

[1]To be included if the successful bidder designates certain serial maturities to be combined into Term Bonds.

Selection of 2017 Bonds for Redemption

The 2017 Bonds shall be redeemed only in denominations of $5,000 and in whole multiples of $5,000. In selecting 2017 Bonds for redemption, the County shall treat each 2017 Bond as representing the number of 2017 Bonds that is obtained by dividing the principal amount of such 2017 Bond by $5,000. If less than all of the 2017 Bonds of any maturity shall be called for redemption, the particular 2017 Bonds or portions thereof to be redeemed shall be selected by the County by such method as the County in its sole discretion deems fair and appropriate.

Notice of Redemption

Each notice of redemption of 2017 Bonds shall set forth the 2017 Bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, and, if less than all the 2017 Bonds shall be called for redemption, the maturities of the 2017 Bonds to be redeemed. If less than all of the 2017 Bonds of any one maturity then outstanding shall be called for redemption, such notice shall also set forth the distinctive numbers and letters, if any, of such 2017 Bonds to be redeemed and, in the case of 2017 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any 2017 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 2017 Bond, a new 2017 Bond in principal amount equal to the unredeemed portion of such 2017 Bond and of the same maturity will be issued.

Such notice is to be given by mail at least 30 days prior to the date fixed for redemption to the owners of 2017 Bonds to be redeemed; provided, however, that any defect in such notice or the failure to mail such notice to any owner owning any 2017 Bonds to be redeemed shall not affect the validity of the proceedings for the redemption of any other 2017 Bonds.

Any notice of optional redemption of the 2017 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

SECURITY FOR AND SOURCES OF PAYMENT OF THE 2017 BONDS

Pledge by Bond Resolution

The 2017 Bonds, 2009 Bonds, 2012 Bonds, 2014 Bonds, 2016 Bonds and any Additional Bonds and Refunding Bonds issued, and any Parity Indebtedness incurred, under the Bond Resolution will be secured as to the payment of the principal thereof and redemption premium, if any, and the interest thereon by a pledge of the Gross Revenues derived by the County from the ownership and operation of the System, subject to the prior provision for the payment of the Operating Expenses of the System ("Net Revenues"), as provided in the Bond Resolution. See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION – Definitions of Certain Terms" and "– Collection and Disposition of Revenues."

The 2017 Bonds shall not be deemed to constitute a pledge of the full faith and credit of the Commonwealth of Virginia (the "Commonwealth") or of any political subdivision thereof, including the County. Neither the full faith and credit of the Commonwealth nor the full faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2017 Bonds, and the issuance of the 2017 Bonds shall not directly or indirectly or contingently obligate the Commonwealth or

the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution.

Flow of Funds

The County has established, under the Bond Resolution, the following subfunds and accounts within the Integrated Sewer System Fund of the County, to be held either by the County or by a Depositary, currently U.S. Bank National Association, Richmond, Virginia, for the application of proceeds of Additional Bonds and the application of Gross Revenues:

Subfunds	Held By
Construction Subfund	County
Revenue Subfund	County
Debt Service Subfund	
Bond Interest and Principal Accounts	Depositary
Accounts for Parity Debt Service Components	County
Reserve Subfund	Depositary
Subordinate Obligations Subfund	County
Extension and Improvement Subfund	County

Pursuant to the Bond Resolution, all Gross Revenues received by the County are to be deposited in the Revenue Subfund. The money to the credit of the Revenue Subfund following the withdrawal of money from such Subfund and the payment of Operating Expenses and the application of such money, as described herein, may be used by the County for any lawful purpose of the System. After an amount equal to the Operating Expenses (excluding expenses for extraordinary repairs or maintenance) due and payable in such month has been paid or set aside for payment, amounts in the Revenue Subfund are to be deposited on or before the 25th day of each month (a "Deposit Day"), except as described below, in the following subfunds and accounts in the following order:

First, to the Debt Service Subfund, including the 2009, 2012, 2014, 2016 and 2017 Bond Interest and Principal Accounts, or, in the case of Parity Indebtedness, to the credit of a special account in the Debt Service Subfund, after first taking into account any accrued interest deposited from the proceeds of any Bonds and any transfers from the Construction Subfund pursuant to the Bond Resolution, the sum of (i) so much of the Interest Requirement for the Bonds as would accrue during such month; (ii) so much of the Principal Requirement for such Bonds as would accrue during such month; and (iii) such amount of the Debt Service Requirements for Parity Indebtedness as the Chief Financial Officer of the County determines is necessary to accrue in equal monthly installments to insure the sufficiency of deposits to make timely payment of any Parity Indebtedness.

Second, to the Reserve Subfund, beginning on the Deposit Day of the month next succeeding the month in which an amount is transferred from the Reserve Subfund to the Debt Service Subfund to cure a deficiency therein pursuant to the terms of the Bond Resolution, an amount that, taking into account any gain or loss in a subsequent valuation and together with investment income credited to such Subfund during such month, is equal to one thirty-fifth (1/35th) of the amount or amounts so transferred until the amount then on deposit in the Reserve Subfund is equal to the current Reserve Subfund Requirement for the Bonds secured thereby.

Third, to the Subordinate Obligations Subfund, an amount that, together with funds then held to the credit of the Subordinate Obligations Subfund, will make the total amount then to the credit of the

Subordinate Obligations Subfund equal to the entire aggregate amount of the Subordinate Obligations due and payable prior to the Deposit Day of the next succeeding month.

Fourth, to the Extension and Improvement Subfund, an amount that, together with funds then held to the credit of the Extension and Improvement Subfund, will make the total amount then to the credit of the Extension and Improvement Subfund equal to the amount, if any, budgeted for expenditure therefrom by the County in its Annual Budget.

The payments and deposits so required are to be cumulative, and the amount of any deficiency in any month is to be added to the amount otherwise required to be paid or deposited in each month thereafter until such time as such deficiency has been made up. Notwithstanding the foregoing clauses *First, Second* and *Third,* if there is to the credit of any of such Subfunds on a Deposit Day the amount required to be on deposit to the credit of such Subfund on the next Interest Payment Date or the next Principal Payment Date or the next Parity Indebtedness payment date or Subordinate Obligations payment date, no further deposit into such Subfund on account of the requirements of such clauses will then be required.

Reserve Subfund

Pursuant to the Bond Resolution, the County is required to maintain with a Depositary, for the benefit of the Bonds, including the 2017 Bonds, the Reserve Subfund. As of any date of calculation, the Reserve Subfund Requirement with respect to Bonds is equal to the lesser of (i) the maximum Principal and Interest Requirements of the Outstanding Bonds for any Bond Year and (ii) 125% of the average annual Principal and Interest Requirements of the Outstanding Bonds for any Bond Year. On the date of delivery of the 2017 Bonds, $_____*, an amount equal to the Reserve Subfund Requirement for the 2017 Bonds, 2009 Bonds, 2012 Bonds, 2014 Bonds and the 2016 Bonds (collectively, the "Outstanding Bonds"), will be on deposit in the Reserve Subfund. See Appendix A and the defined terms "Bond Year," "Interest Requirements," "Principal Requirements," and "Principal and Interest Requirements" for information relating to Reserve Subfund calculations.

The Depositary is to transfer money from the Reserve Subfund to the related Interest and Principal Account in the Debt Service Subfund for the purpose of paying the interest on and principal of (whether at maturity, by acceleration or in satisfaction of a Sinking Fund Requirement) the Outstanding Bonds, whenever and to the extent that the money on deposit in such Interest and Principal Account is insufficient for such purposes.

If on the Business Day next preceding an Interest Payment Date or a Principal Payment Date money to the credit of the applicable Interest and Principal Account in the Debt Service Subfund is not sufficient to pay the principal and interest due and payable on the Outstanding Bonds on such Interest Payment Date or Principal Payment Date, the County, before any transfer is made from the Reserve Subfund, is to transfer from the Revenue Subfund, if and to the extent money in the Revenue Subfund is legally available for such purpose, an amount equal to the deficiency in such Interest and Principal Account.

In the event the County determines to provide for deposits to a separate account within the Reserve Subfund in respect of any Parity Indebtedness, the term "Reserve Subfund Requirement" may be amended to include such additional deposits. No money to the credit of the Reserve Subfund may be withdrawn and applied to the payment of Parity Indebtedness unless the County has first provided for deposits to a separate account within the Reserve Subfund with respect to such Parity Indebtedness.

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*Preliminary, subject to change.

See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Collection and Disposition of Revenues—*Reserve Subfund*."

Rate Covenant

The County has covenanted in the General Bond Resolution that it will at all times fix, charge and collect reasonable rates and charges for the use of, and for the services and facilities furnished by, the System and that from time to time, and as often as it shall appear necessary, it will adjust such rates and charges so that in each Bond Year both:

(A) the Net Revenues, excluding, for purposes of the calculation described in this clause (A) certain non recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such Bond Year on account of all the Bonds then outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such Bond Year, and

(B) the Net Revenues, including, for purposes of the calculation described in this clause (B) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such Bond Year.

Under the Act and other applicable laws, the Board of Supervisors of the County is authorized to fix and revise the rates and charges for the services and facilities of the System, and such rates and charges are not subject to regulation by any federal, state or other local entity.

Additional Parity Debt

The 2017 Bonds are secured on a parity as to their lien on Gross Revenues after provisions for Operating Expenses with all other Outstanding Bonds and certain Parity Indebtedness (collectively, "Parity Debt"). No Bonds may be issued, or Parity Indebtedness incurred, under the General Bond Resolution except upon compliance with the requirements described below.

Additional Bonds. Additional Bonds, as described in the General Bond Resolution, in excess of such amount initially authorized in the Bond Resolution, may be issued under and secured by the Bond Resolution for paying all or any portion of the cost of projects, which include any future additions, enlargements, improvements, extensions, alterations, fixtures, equipment, land, appurtenances and other facilities to or for the System, or the undivided ownership interest of the County therein, or any entitlement to capacity or service, or any obligations of the County under any Service Contract.

The County has covenanted in the Bond Resolution that in order to issue Additional Bonds the County must meet certain historical and projected tests that show both:

(A) the Net Revenues, excluding, for purposes of the calculation set forth in this clause (A) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such applicable time period on account of all the Bonds then outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such applicable time period, and

(B) the Net Revenues, including, for purposes of the calculation set forth in this clause (B) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such applicable time period. See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness."

Refunding Bonds. Refunding Bonds may be issued from time to time under and secured pursuant to the Bond Resolution, subject to the conditions provided in the Bond Resolution, for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding (including, without limitation, Bonds, Parity Indebtedness and Subordinate Obligations that may have been issued or incurred under the provisions of the Act and whether or not under the provisions of the Bond Resolution), including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding. The Bond Resolution requires, among other things, in connection with the issuance of Refunding Bonds that either (A) during the years in which any of the Bonds and Parity Indebtedness not so refunded are outstanding, the maximum Debt Service Requirements on account of all Bonds and Parity Indebtedness outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Indebtedness to be refunded) for any Bond Year following the Bond Year in which provision for the payment of the Indebtedness to be refunded is effected shall not exceed the maximum Debt Service Requirements on account of all the Bonds and Parity Indebtedness outstanding (including the Indebtedness to be refunded) immediately prior to the issuance of such Refunding Bonds for any Bond Year following the Bond Year in which provision for payment of the Bonds to be refunded is effected or (B) the County shall demonstrate satisfaction of the tests for the issuance of Additional Bonds as applied mutatis mutandis to the Refunding Bonds to be issued and the Project financed from the proceeds of the Indebtedness to be paid or redeemed.

Parity Indebtedness. The County has no outstanding Parity Indebtedness.

The Bond Resolution permits the County to enter into additional Service Contracts for the benefit of the System provided that any such Service Contract shall specify the items payable as the Debt Service Component of the Cost of Contracted Services and provided further that except in the case of Service Contracts that by their terms do not permit payments from Gross Revenues, the County shall not enter into such additional Service Contracts that would create additional Parity Debt Service Components unless the Chief Financial Officer of the County determines in writing that the requirements for the issuance of Additional Bonds are met. The Chief Financial Officer of the County is to determine in writing on or before the effective date of any new Service Contract the amounts and due dates of any Debt Service Components of the Cost of Contracted Services and any Parity Debt Service Components payable by the County under such Service Contract and the interest and principal portions of such Components.

The County may incur and refund Parity Indebtedness other than Parity Debt Service Components, provided that the documents providing for such Parity Indebtedness specify the amounts and due dates of the Debt Service Requirements of such Parity Indebtedness and the principal and interest components of such Debt Service Requirements and that the Bond Registrar is to determine that all the requirements for the issuance of Additional Bonds or Refunding Bonds, as appropriate, have been met as if such Parity Indebtedness to be incurred were an additional Series of Bonds to be issued under the provisions of the Bond Resolution.

See Appendix C – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness—*Other Parity Indebtedness*."

Subordinate Obligations

Substantial portions of the County lie in watersheds that flow naturally to other jurisdictions. Consequently, the County has Service Contracts with wastewater systems in neighboring jurisdictions for the treatment of wastewater flows emanating from the County. In two cases, the County has incurred substantial Subordinate Obligations with respect to the capital improvements made by these wastewater systems.

ARE. In 2001 and 2002, the County obtained loans from the Virginia Water Facilities Revolving Fund (the "Fund") administered by the Virginia Resources Authority in the amounts of $40 million and $50 million, respectively, to pay its 60% share of the capital costs associated with certain improvements being made by Alexandria Renew Enterprises ("ARE") to its wastewater treatment plant in Alexandria, Virginia. The County issued to the Fund "local bonds" as Subordinate Obligations, payable from money in the Subordinate Obligations Subfund under the Bond Resolution, in evidence of its obligation to repay the 20-year loans. In 2012 the loans were modified to bear interest at the rates of 2.35% and in 2016 the loans were further modified to pay interest at 0.95%. The loans are payable in equal semi-annual installments of principal and interest. The holder of the local bonds may accelerate the maturity thereof in the event of a default thereon. See "DEBT SERVICE REQUIREMENTS" and "THE SYSTEM—Interjurisdictional Service Contracts—*Wastewater Treatment Services Provided by Other Entities*" and "*—Alexandria Renew Enterprises (ARE).*"

[UOSA. Under its contract with the Upper Occoquan Service Authority ("UOSA") for wastewater treatment services, the County is obligated for a portion of the debt service on bonds issued by UOSA for capital improvements to its wastewater treatment facilities located in Prince William County. Such obligation is expressly made a Subordinate Obligation under the Bond Resolution. As of June 30, 2016, the County's obligation for UOSA outstanding debt totaled approximately $254,500,000 in principal amount. The contract makes no provision for the acceleration of the County's obligations under the contract were the County to default thereon. See "DEBT SERVICE REQUIREMENTS" and "THE SYSTEM—Interjurisdictional Service Contracts—*Wastewater Treatment Services Provided by Other Entities*" and "*—Upper Occoquan Service Authority (UOSA).*" – cash fund agreement?]

Additional Subordinate Debt. The County may issue additional Subordinate Obligations in accordance with and as provided in the General Bond Resolution.

DEBT SERVICE REQUIREMENTS[1]

The following table shows total debt service requirements for all Indebtedness of the County relating to the System and payable from the Gross Revenues of the System, [prior to] the issuance of the 2017 Bonds.

	Parity Debt[2]					Subordinate Debt[3]		
	2017 Bonds							
Fiscal Year Ending June 30	Principal	Interest	Total	Outstanding Bonds Debt Service[4]	Total Senior Debt Service	Total VRA Debt	Total UOSA Debt[5]	Total Debt Service
2017	$	$	$	$	$	$	$	$
2018								
2019								
2020								
2021								
2022								
2023								
2024								
2025								
2026								
2027								
2028								
2029								
2030								
2031								
2032								
2033								
2034								
2035								
2036								
2037								
2038								
2039								
2040								
2041								
2042								
2043								
2044								
2045								
Total[6]	$	$	$	$	$	$	$	$

[1] Cash basis. Amounts shown are due on payment dates in the indicated fiscal years.
[2] The County's only outstanding Parity Debt are the 2009 Bonds, 2012 Bonds, 2014 Bonds and 2016 Bonds.
[3] See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2017 BONDS – Subordinate Obligations" and "THE SYSTEM – Interjurisdictional Service Contracts."
[4] Reflects principal and interest payable July 15 of the calendar year prior to the fiscal year shown and interest payable January 15 of the same calendar year as the fiscal year shown.
[5] Does not reflect anticipated payments by the United States Treasury with respect to UOSA Build America Bonds.
[6] Columns may not add due to rounding.

FAIRFAX COUNTY

Overview

The County is located in the northeastern corner of the Commonwealth of Virginia and encompasses an area of 407 square miles. The County's estimated population in 2015 was 1,142,234. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia, and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by 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 the County there are located 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. 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.

Certain County Administrative and Financial Staff Members

Edward L. Long Jr., County Executive, joined the County in 1977 as a Budget Analyst. He served as a Senior Budget Analyst from 1980 to 1983 and as Assistant Director from 1983 to 1989. He was appointed Director of the Office of Management and Budget in October 1989 and Deputy County Executive-Chief Financial Officer ("DCE-CFO") in 1997. Mr. Long retired as DCE-CFO in May, 2011. Mr. Long was appointed County Executive effective April 25, 2012. Mr. Long has a Bachelor's Degree in Political Science from Emory & Henry College, Emory, Virginia, and a Master's Degree in Urban Studies from the University of Maryland at College Park. He has served on the Fairfax-Falls Church Community Services Board and is active and has held offices in numerous professional organizations in the Northern Virginia region. Mr. Long serves as an adjunct professor at George Mason University and American University. He served on the Government Finance Officers Association ("GFOA") Standards Committee on Governmental Budgeting and Management. In 1993 Mr. Long was recognized by the Washington Metropolitan GFOA with the Anna Lee Berman Award for Outstanding Leadership in Governmental Finance. In 2006, Mr. Long was awarded the A. Heath Onthank Award, the County's highest employee award, in recognition of his achievements in advancing and improving public service in Fairfax County. In 2012, Mr. Long received the 2012 Distinguished Local Government Leadership Award from the Association of Government Accountants.

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, a Certified Internal Auditor and a Certified Bank Auditor.

James W. Patteson, P.E., was appointed the Director of Public Works and Environmental Services in December 2009. He began his career with Fairfax County in 1985 and has worked in a variety of agencies including the Department of Housing and Community Development, the Office of the County Executive, various DPWES divisions, and Facilities Management Division where he served as director. He is on the advisory board of the Virginia Tech Land Development Design Initiative and the executive board of the Engineers and Surveyors Institute. Mr. Patteson has a Bachelor's Degree in Civil and Environmental Engineering from Virginia Polytechnic Institute and State University and a Master's Degree in Public Administration from George Mason University. He also participated in the Senior Executive Institute at the University of Virginia Weldon Cooper Center.

[update for Stacey Smalls Director for Wastewater Collection Division, _____]

Michael McGrath, P.E., BCEE, Director, Wastewater Treatment Division of Fairfax County Wastewater Management Program, joined the County in July 2002. Prior to joining the County, Mr. McGrath worked for 14 years as a project manager for an engineering consulting firm engaged in the design, construction, and operation of wastewater treatment plants. Mr. McGrath holds a Bachelor of Science Degree in Civil Engineering from Union College and a Master of Science Degree in Environmental Engineering from the University of Massachusetts. He is a licensed Wastewater Treatment Plant Operator and Professional Engineer in the Commonwealth of Virginia and a Board Certified Environmental Engineer.

Shahram Mohsenin, P.E., Director, Wastewater Planning and Monitoring Division of the Fairfax County Wastewater Management Program, joined the County in August 2002. Prior to joining the County, Mr. Mohsenin was the Director of the Department of Utilities in the City of Fairfax, Virginia from March 1997 to August 2002. From September 1993 to March 1997 he served as a senior engineer in the Planning and Development Engineering Division of the Loudoun County Sanitation Authority in Loudoun County, Virginia. From February 1984 to September 1993 he served as District Engineer with the Office of Water Programs of the Virginia Department of Health regulating the design and operation of water and wastewater facilities in Virginia. From April 1981 to February 1984 he served as Assistant

District Engineer with the Office of Water Programs of the Virginia Department of Health. In December 1980 he received a Bachelor of Science Degree in Civil Engineering from Old Dominion University in Norfolk, Virginia. He has completed an extensive number of graduate level courses in the Sanitary Engineering field at Old Dominion University.

Jeffrey Kent, Financial Manager, Wastewater Planning and Monitoring Division of the Fairfax County Wastewater Management Program, has served in his current position since January 2010. He joined the County in July 1987 as a Management Analyst with the Solid Waste Program, and moved to the Wastewater Management Program in February 1989. Mr. Kent received his Bachelor's Degree in Political Science with a minor in Economics from Northeastern University and a Master's of Public Administration from the University of North Carolina at Greensboro.

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, including 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.

See Appendix B – "FAIRFAX COUNTY" for additional general information respecting the County.

THE PROJECT

[Upon issuance and delivery of the 2017 Bonds by the County, the proceeds thereof will be used to provide funds for paying the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems including the County's Noman M. Cole, Jr. Pollution Control Plant, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary purchase additional capacity at certain wastewater treatment facilities for the benefit of the County; (ii) making a deposit to the Reserve Subfund, as described herein; and (iii) paying the costs of issuing the 2017 Bonds.]

THE SYSTEM

Introduction

The following is organizational, operational, and financial information pertaining to the Fairfax County sanitary sewer system. The System information was compiled by the County's Wastewater Planning and Monitoring Division (the "Division") in the Department of Public Works and Environmental Services.

System Organizational Structure

In Fairfax County, essential management, engineering, design, and construction services in support of the System are provided through the Department of Public Works and Environmental Services. Public Works and Environmental Services is under the general supervision of the County Executive and the Deputy County Executive for Planning and Development. The Wastewater Management Program is one of five Business Areas within the Department of Public Works and Environmental Services and is responsible for the administration and management of the System.

With oversight through a Deputy Public Works Director, the Wastewater Management Program consists of three agencies: the Wastewater Planning and Monitoring Division, the Wastewater Collection Division and the Wastewater Treatment Division.

The Wastewater Planning and Monitoring Division: (1) reviews the need for System development and additional treatment capacity, (2) administers and manages the System's billing operations, (3) administers the contract capacity at interjurisdictional treatment plants providing wastewater treatment under contract, (4) manages the environmental monitoring of the County's collection and pumping system and the County treatment facility, (5) reviews development plans for the construction of new sewer lines and (6) manages the Wastewater Management Program's finances. The Wastewater Collection Division is responsible for the operation, maintenance, and repair of the System sewer lines, pumping stations, and metering stations. The Wastewater Treatment Division is responsible for the operation, maintenance, and repair of the County-owned treatment facility.

System Characteristics

Approximately 96 million gallons of wastewater are generated daily in the System. Almost 40 percent of the System wastewater flow is treated at the Noman M. Cole, Jr., Pollution Control Plant (NMCPCP) (formerly the Lower Potomac Pollution Control Plant) near Lorton, Virginia. The rest of the flow is distributed between one privately operated plant and five other regional treatment facilities operated and maintained by Arlington County, DC Water (Blue Plains), Alexandria Renew Enterprises (ARE), the Upper Occoquan Service Authority (UOSA) and Prince William County Service Authority pursuant to contract agreements with the System. In addition, the System has purchased 1.0 million gallons per day (mgd) of capacity in Loudoun Water's Broad Run Water Reclamation Facility for flow capacity in the northern portion of the County, and 0.1 mgd of capacity in the Prince William County Service Authority (PWCSA) for flow generated in the southern portion of the County.

The System consists of approximately 3,400 miles of sewer lines ranging in size from 8 inches to 72 inches; 59 wastewater pump stations ranging in capacity from 0.1 to 37 mgd; and 54 metering stations. NMCPCP, the County treatment plant, has a capacity of 67 mgd. Capacity entitlement at the other treatment facilities totals 90 mgd. The System has a staff of 315 employees and for FY 2016, had an operation outlay of $92.5 million (NMCPCP, $20.3 million; ARE, $11.6 million; Blue Plains, $12.8 million; UOSA, $13.5 million; Arlington, $2.0 million; other $0.7 million; collections and pumping, $16.9 million; billing administration, $6.4 million; planning and administration, $8.3 million).

Approximately 85% of the 412,000 households and virtually all businesses in the County are connected to the System. The sewer service area covers approximately 234 square miles, nearly 60% of the County's 407 square mile land mass. Under separate service agreements, sewer service is provided to nearby Arlington and Loudoun Counties, Fort Belvoir, the Cities of Fairfax and Falls Church, and the Towns of Herndon and Vienna.

System Wastewater Flows

System wastewater flows from County and non-County sources are collected in a network of sewer lines, pumping stations, and interceptors. The flows are conveyed to wastewater treatment plants where greases, solids, nutrients and other oxygen demanding wastes are removed. Treated effluent flows are also disinfected before being discharged into various tributaries leading to the Upper Potomac River Estuary. The resultant sludge streams are collected, conditioned, and disposed of separately.

Wastewater sources and the distribution of flow between wastewater treatment plants in the System are shown in the following tables.

WASTEWATER SOURCES AND CAPACITY ALLOCATION
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)

Wastewater Source	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2012	2013	2014	2015	2016	
County Households and Businesses	92.75	88.72	92.26	87.93	85.82	141.93
Other (Sale of Service) Entities:						
City of Fairfax	3.15	2.63	3.2	2.84	3.24	4.20
Town of Herndon	2.46	2.27	2.66	2.46	2.43	3.00
Arlington County	1.36	1.21	1.39	1.37	1.35	1.80
Fort Belvoir	1.05	1.30	2.70	1.13	1.29	3.00
City of Falls Church	0.99	0.94	0.98	0.89	0.94	1.00
Town of Vienna	0.82	0.73	0.86	0.77	0.75	1.25
Loudoun Water	0.09	0.10	0.11	0.12	0.12	1.00
Fairfax Water						- (a) -
Covanta/ERR Facility						- (a) -
Subtotal, Other Entities						15.25
Total (b)	102.79	98.09	104.34	97.75	96.20	157.18

[(a) No capacity allocated; capacity included in allocation for County households and businesses.
(b) Due to rounding, columns may not total to the amounts indicated.]

DISTRIBUTION OF FLOW TO WASTEWATER TREATMENT PLANTS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)

Wastewater Treatment Plant (WWTP)	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2012	2013	2014	2015	2016	
County WWTP, Noman M. Cole	39.91	37.56	39.77	38.36	37.78	67.00
Blue Plains (DC Water)	29.31	28.39	29.98	28.17	27.14	31.00
Alexandria Renew Enterprises	18.93	17.66	19.07	16.39	16.50	32.40
Upper Occoquan Service Authority	12.60	12.50	13.53	12.76	12.76	22.60
Arlington County	2.00	1.96	1.96	2.04	2.08	3.0
Colchester (Private)	0.04	0.02	0.02	0.02	0.02	0.08
Loudoun Water	-	-	-	-	-	1.00
Prince William Co. Service Authority	-	-	-	-	-	0.10
Subtotal, Non-County WWTPs						90.18
Total (a)						157.18

(a) Due to rounding, columns may not total to the amounts indicated.

Interjurisdictional Service Contracts

Wastewater Treatment Services Provided for Other Entities

Sewer services are provided to other jurisdictional entities through "Sale of Service" agreements between the County and the entities. As prescribed by each Sale of Service agreement, each entity shares in the operating, debt and capital costs of the System. Each entity's share is determined on the basis of actual wastewater flow or reserved treatment capacity. The County currently has Sale of Service Agreements with Arlington County, Fort Belvoir, the Cities of Fairfax and Falls Church, the Towns of Herndon and Vienna and Loudoun Water. The following table summarizes service charge revenues from the Sale of Service entities for Fiscal Years 2012 through 2016.

SALE OF SERVICE REVENUES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
Arlington County	$567	$538	$540	$705	$728
City of Fairfax	3,162	1,702	2,158	1,668	2,302
City of Falls Church	1,030	922	1,023	1,049	1,096
Fort Belvoir	1,843	2,430	2,431	2,190	2,543
Town of Herndon	3,193	2,993	3,758	3,230	1,035
Town of Vienna	452	651	456	468	455
Loudoun Water	113	192	129	163	191
Other (a)	236	459	435	592	633
Total (b)	$10,596	$9,887	$10,930	$10,065	$8,982

(a) Includes Fairfax Water and the I-95 Energy Resource Recovery Facility operated by Covanta of Fairfax, a private company.

(b) Due to rounding, columns may not total to the amounts indicated.

Wastewater Treatment Services Provided by Other Entities

The System supplements the capacity of its own collection and treatment facilities through "Treatment by Contract" agreements with DC Water, Alexandria Renew Enterprises, the Upper Occoquan Service Authority and Arlington County. As prescribed in individual agreements, the County pays its share of the capital and operating costs of each entity's system based on allocated capacity and actual wastewater flows, respectively. Following are amounts paid by the County to the four entities shown as operating expenses, parity indebtedness, or subordinate obligations for Fiscal Years 2012 through 2016.

TREATMENT BY CONTRACT OPERATING EXPENSES AND INDEBTEDNESS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
DC Water:					
Operating Expenses	$13,257	$13,214	$11,816	$15,017	$12,801
Alexandria Renew Enterprises:					
Operating Expenses	12,837	12,786	13,134	13,381	11,591
Parity Indebtedness		-	-	-	-
Arlington County:					
Operating Expenses (a)	2,225	2,174	2,225	2,712	2.013
UOSA: (b)					
Operating Expenses	12,045	12,635	12,276	12,688	13,472
Subordinate Debt Obligations	18,891	19,735	19,904	19,991	20,017
Other Operating Expenses (c)	498	531	496	1,074	545
Total (d)	$59,753	$61,075	$59,851	$64,863	$60,438

(a) An annual debt payment (not related to a bond issue) is included in the operating expenses.

(b) Debt payments reflect UOSA's bond issues, which constitute Subordinate Obligations under the General Bond Resolution.

(c) Includes City of Falls Church and Colchester Utilities, Inc., operating expenses. 169 homes within the Harbor View subdivision in southeastern Fairfax County are served by the Colchester Wastewater Treatment Facility owned and operated by Colchester Utilities, Inc.

(d) Due to rounding, columns may not total to the amounts indicated.

Capital costs paid to Treatment by Contract entities are classified as "Purchased Capacity" expenses in the financial statements and amortized with other System capital expenses. Summarized below are the annual purchased capacity expenditures for Fiscal Years 2012 through 2016.

PURCHASED CAPACITY ADDITIONS - AMORTIZED CAPITAL EXPENDITURES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
DC Water (a)	$24,399	$27,685	$31,359	$26,230	$19,099
Alexandria Renew Enterprises (b)	7,952	9,758	32,916	23,491	24,600
Arlington County (c)	2,251	3,107	1,022	34	10
UOSA (d)	248	101	0	0	13,998
Loudoun Water	0	0	0	0	0
Total (e)	$34,850	$40,651	$65,297	$49,755	$57,707

(a) County pays 31/370 or 8.38% of the expansion and upgrade expenses at the DC Water's Blue Plains Advanced Waste Treatment (AWT) Plant.

(b) County pays 32.4/54 or 60% of ARE plant improvement expenses. The County issued $40 million in 2001 and $50 million in 2002 in subordinated debt to Virginia Resources Authority to finance its share of certain plant improvements.

(c) County pays 3.0/40 or 7.5% of Arlington County WWTP upgrade expenses.

(d) [The County purchased __ mgd of capacity at UOSA in FY 2016.]

(e) Due to rounding, columns may not total the amount indicated.

Blue Plains

In September 1985, the users of the Blue Plains plant (Fairfax County, the District of Columbia (the "District"), Montgomery and Prince George's Counties in Maryland, and the Washington Suburban Sanitary Commission (WSSC)) entered into the Blue Plains Intermunicipal Agreement (the "1985 IMA"). Under the terms of the 1985 IMA, the County's capacity entitlement was increased to 31 mgd in February 1997 when the Blue Plains plant was fully upgraded and expanded to 370 mgd. Although the County has a representative on the eleven-member District of Columbia Water and Sewer Authority (described herein) which runs the Blue Plains plant, the County has no significant control over plant operation or construction activity and therefore, retained no ongoing equity interest in the assets or liabilities of the facility under the 1985 IMA.

In April 1996, the District established an independent Water and Sewer Authority ("DC Water") to operate the District's water and sewer systems including the Blue Plains plant. DC Water has a Board of Directors comprised of six members from the District, two each from Montgomery County and Prince George's County, and one from Fairfax County. DC Water honored the capacity entitlement assigned to Blue Plains plant users under the 1985 IMA.

In 2012, the parties to the 1985 IMA, together with DC Water, entered into a new IMA (the "2012 IMA"), which replaced the 1985 IMA. The 2012 IMA updates the 1985 IMA to reflect changes since 1985 and recognizes the dynamic nature of regulations and regional needs. Fairfax County's flow capacity at Blue Plains remains at 31 mgd in the 2012 IMA as it was in the 1985 IMA.

Alexandria Renew Enterprises (ARE)

Under a service agreement amended and restated as of October 1, 1998, the County has a capacity entitlement of 32.4 mgd of ARE's 54 mgd treatment facility. Currently, the County has a substantial financial responsibility for its share of operating costs and construction costs. Although the County is allowed one non-voting representative at ARE's Board of Directors meetings, the County has no significant influence in the management of the plant and has no direct ongoing equity interest in the assets or liabilities of ARE. As mentioned above, the County issued $40 million in 2001 and $50 million in 2002 in Subordinated Obligations to Virginia Resources Authority as administrator to the Virginia Water Facilities Revolving Fund to finance its share of certain plant improvements. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2017 BONDS—Subordinate Obligations—*ARE*."

Arlington County

[Fairfax County is a minor user of the Arlington County wastewater treatment plant. Based on the most recent service agreement dated October 3, 1994, the County has a capacity entitlement of 3.0 mgd of the plant's 40 mgd treatment capacity. Although the County has a measurable responsibility for its share of operating and construction costs, the County has no influence in the management of the plant and has no direct equity interest in the assets or liabilities of the plant. – status of contract?]

Upper Occoquan Service Authority (UOSA)

[UOSA, a joint venture formed on March 3, 1971, serves portions of Fairfax County, Prince William County, and the Cities of Manassas and Manassas Park. UOSA is governed by an eight-member board of directors consisting of two members each from the four participating jurisdictions. Effective May 1995, the County had a capacity entitlement of 13.19 mgd of the plant's 32 mgd treatment capacity. Based on a February 1991 restated service agreement, the County's capacity entitlement increased to 27.6 mgd when the UOSA facility expanded to 54 mgd in FY 2003. In 2008, the County's capacity entitlement was reduced to 24.6 mgd with the sale of 3.0 mgd of capacity; 2.0 mgd of capacity to the Prince William County Service Authority and 1.0 mgd of capacity to the City of Manassas. In Fiscal Year 2011, the County sold an additional 2.0 mgd of its capacity to Prince William County Service Authority, reducing its entitlement to 22.6 mgd. The sale was based on updated build-out flow projections indicating that the County will not need the extra 2.0 mgd capacity. The County has no explicit and measurable interest in UOSA but does have an ongoing financial responsibility for its share of operating, construction and debt service expenses. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2017 BONDS—Subordinate Obligations—*UOSA*." – cash fund option?]

Prince William County Service Authority (PWCSA)

Based on an agreement dated August 13, 1999, PWCSA will provide service of up to 100,000 gallons per day to a service area in the southern most section of the County. The County has no explicit and measurable interest in PWCSA but does have an ongoing financial responsibility for its share of operating expenses.

Loudoun County Sanitation Authority (Loudoun Water)

In Fiscal Year 2011, the County entered into an agreement with the Loudoun County Sanitation Authority ("Loudoun Water") to share in the construction and operating costs and debt service requirements for Loudoun Water's sewage treatment facility. The County purchased 1.0 mgd of capacity in Loudoun Water's Broad Run Water Reclamation Facility, representing 9% of the facility's 11 mgd total capacity. The County has no direct ongoing interest in the facility's assets and liabilities.

Furthermore, the County has no significant influence in the management of Loudoun Water's treatment facility. Accordingly, the County does not account for this commitment as a joint venture.

The System paid Loudoun Water $20,942,294 for the 1.0 mgd of capacity in Fiscal Year 2011 and has not paid any operating costs to date. The System will incur operating costs once it starts to deliver flows to Loudoun Water's facilities which has not happened as yet and is not expected to start in Fiscal Year 2016. [any updates on this ?] The Broad Run Plant is a new facility; therefore, no construction or debt service requirements are expected in the near future.

Summary of Financial Activity

SEWER FUND FINANCIAL ACTIVITY
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

	Fiscal Year (Ended June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
BEGINNING BALANCE – POOLED CASH	$ 155,807	$ 137,118	$ 208,268	$ 158,938	$129,570
Sources (Inflows) of Funds:					
Service Charges	159,958	173,554	188,168	187,539	190,434
Availability Fees	28,960	20,477	24,007	21,689	14,681
Interest Earnings	522	1,409	484	780	1,171
Sale of Purchased Capacity (1)	0	0	0	0	0
Grant Revenue	10,270	1,108	592	901	1,958
Bond Proceeds	0	105,867	69,117	0	189,233
Other	23	187	127	77	55
Subtotal, Inflows	199,733	302,602	282,495	210,986	397,532
Uses (Outflows) of Funds:					
O&M Expenses(2)	85,455	86,441	91,111	92,311	92,453
Capital Expenses	85,311	91,031	120,786	92,977	103,252
Debt Service (3)	41,863	44,308	47,997	46,764	47,116
Redemption of Sewer Bonds	0	6,104	71,725	0	196,197
Other	49	65	0	0	0
Subtotal, Outflows	$212,629	$227,884	$331,619	$232,052	$439,018
Changes in Receivable	(7,802)	104	(7,279)	3,979	66
Changes in Payables	2,094	316	4,399	(7,912)	(603)
Changes Inventory and other	34	(30)	51	(3,026)	370
Change in Investments & Interest Receivables	(119)	(3,958)	2,623	(1,343)	6,022
POOLED CASH BALANCE (4)	$137,188	$208,268	$158,938	$129,570	$93,939

(1) Does not include depreciation.

(2) Includes expensed capital costs for sewer repairs and renovations.

(3) [Includes County debt on Bonds and Subordinate Obligations for UOSA and VRA Indebtedness. Debt service for Fiscal Years 2012 and 2016 differs from debt service for such periods set forth in CAFR table 3.3 due to adjustments relating to true-up for certain investment earnings relating to UOSA subordinate obligations.]

(4) Due to rounding, columns may not total to the amounts indicated.

Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations

History and Description of Bonds and Other Debt Obligations

On July 29, 1985, the Board of Supervisors adopted the General Bond Resolution authorizing the issuance of sewer revenue bonds. The bond proceeds were to be used to finance improvements to the System, primarily at the Noman M. Cole, Jr., Pollution Control Plant. The bond resolution was restated on July 21, 1986, in advance of the initial $75 million bond sale on August 6, 1986. These bonds were variable rate demand sewer revenue bonds, backed by a letter of credit. On May 18, 1993, the County issued $72.1 million in sewer revenue refunding bonds to advance-refund all callable 1986 revenue bonds. The remaining $104 million in sewer revenue bonds initially authorized by the Board of Supervisors were issued on July 15, 1996. The County also issued $94,005,000 sewer revenue refunding bonds on October 14, 2004, to refund certain of the outstanding bonds issued in 1996. On June 17, 2009, the County issued $152,255,000 sewer revenue 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. In addition, on August 8, 2012, the County issued $90,710,000 sewer revenue bonds to provide funds, for paying 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 are required by the Commonwealth of Virginia Department of Environmental Quality to reduce total nitrogen discharge to 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 sewer revenue refunding bonds to refund certain of the outstanding bonds issued in 2004. On May 16, 2016, the County issued sewer revenue refunding bonds 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.

The proceeds of the sewer revenue bonds issued in 1996 were used to finance improvements and expansion of treatment facilities at the County's Noman M. Cole, Jr., Pollution Control Plant from 54 mgd to 67 mgd. The treatment capacity of the Blue Plains Plant has been expanded from 309 mgd to 370 mgd, with the County's capacity entitlement being expanded in phases from 16.02 mgd to an interim capacity of 24.6 mgd, and then to a final capacity of 31.0 mgd. The revenue bonds issued in 2004 were issued to refund the remaining 1996 revenue bonds. The revenue bonds issued in 2009 financed capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. The revenue bonds issued in 2012 financed capital improvements relating to meeting environmental standards for the benefit of the System. The revenue bonds issued in 2014 were issued to refund the callable 2004 revenue refunding bonds.

Under the Bond Resolution, the County is required to establish rates and fees for connection to and use of the System sufficient to pay operating and maintenance expenses, System debt service, and other obligations payable from the revenues of the System. As described previously under the subcaption, "Interjurisdictional Service Contracts," the County has classified as indebtedness under the Bond Resolution certain fixed payments owed to UOSA as shares of its debt service costs (such shares derived from the County's capacity rights in UOSA's treatment facilities).

As defined in the Bond Resolution, the County prioritizes its payment obligations under Treatment by Contract agreements as follows: (first) operating expenses, payable on par with operating expenses of the County's System; (second) debt service on the County's Outstanding Bonds and parity indebtedness, payable on parity with the debt service on the County's Outstanding Bonds; and (third) subordinate obligations, payable after provision is made for operating expenses, debt service on the

Outstanding Bonds and parity indebtedness, and debt service reserve deficiencies. The County retired the last sewer parity indebtedness in 1999.

In addition the County has borrowed money for the System from the Virginia Water Facilities Revolving Fund (the "Revolving Fund"), acting by and through the Virginia Resources Authority ("VRA"). In 2001, the County received financing approval for $40 million from the Revolving Fund for a period of 20 years. Additional financing of $50 million was approved in FY 2002. Debt service on these loans, refinanced in 2012 and administered through VRA, is subordinate to the debt service on the Outstanding Bonds.

Debt Service Coverage Ratio

DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM
($ in thousands)

The following table shows the coverage of Debt Service on System indebtedness for Fiscal Years 2012 through 2016.

	Fiscal Year (Ending June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
System Revenue:					
User Service Charges	$148,892	$163,052	$176,471	$176,642	$180,554
Sales of Service	10,596	9,887	10,930	10,065	8,982
Availability Fees	28,960	20,477	24,007	21,689	14,681
Interest Income	521	1,409	484	780	1,171
Other	530	803	890	880	(7,429)
Total System Revenue	$189,499	$195,628	$212,782	$210,056	$197,959
System O&M Expenses	(85,454)	(86,441)	(91,111)	(92,312)	(92,453)
Revenue Available for Paying Debt	$104,045	$109,187	$121,671	$117,744	$105,506
Debt Service:					
2004 Bonds	$6,684	$6,700	$6,682	$3,418	$0
2009 Bonds	9,651	9,652	9,652	9,650	9,651
2012 Bonds	0	1,801	5,556	5,555	5,557
2014 Bonds	0	0	0	1,902	5,688
[2016 Bonds?]					
Subtotal, Senior Debt Service	$16,335	$18,153	$21,890	$20,525	$20,896
Subordinate Obligations:					
UOSA	$18,891	$19,735	$19,904	$19,991	$20,017
Virginia Resources Authority	6,637	6,420	6,203	6,203	6,203
Total Debt Service	$41,863	$44,308	$47,997	$46,719	$47,116
Revenue Available after Paying Debt	$62,182	$64,879	$73,674	$71,025	$58,390
Senior Debt Service Coverage (a)	4.60x	4.89x	4.46x	4.68x	4.35x
Total Debt Service Coverage (b)(c)	2.49x	2.46x	2.53x	2.52x	2.24x

(a) Revenue available for paying debt divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the Bond Resolution rate covenant. Revenue does not include non-recurring revenues (availability fees) or income previously received and held by the County derived from the System.

(b) Revenue available for paying debt divided by Total Debt Service.

(c) Due to rounding columns may not total to the amounts indicated.

As shown in the previous table, System revenue includes current year revenue from availability fees, service charges and interest income. System revenue does not include available fund balance reserves; i.e., income received in previous years and currently held by the County in reserve in the Revenue Subfund. To maintain a debt service coverage ratio greater than one and to generate sufficient revenues to meet the System's funding needs, the County's Office of Waste Management annually evaluates the need for, and the timing of implementing, increases in the availability fees and sewer service charge rates.

The following table provides projected debt service coverage for Fiscal Years 2017 through 2021. Such projections are based on revenue projections derived from the expected rates for such time period. System Operating Expenses have been projected to increase an average of [3.20%] in each year. In addition to the 2017 Bonds the County expects to issue $100 million in Sewer Revenue Bonds in 2019 (the "2019 Bonds"), in 2021 and 2023.

PROJECTED DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM
($ in thousands)

	Fiscal Year (Ending June 30)				
	2017	**2018**	**2019**	**2020**	**2021**
System Revenue:					
User Service Charges	187,119	193,606	202,784	214,874	228,323
Sales of Service	9,094	9,186	9,294	9,419	9,534
Availability Fees[1]	12,595	12,595	12,595	12,595	12,595
Interest Income	766	942	1,176	1,403	1,591
Other	82	83	83	83	84
Total System Revenue	209,656	216,412	225,932	238,374	252,127
System O&M Expenses	94,173	96,534	99,636	102,564	105,505
Revenue Available for Paying Debt	115,483	119,878	126,296	135,810	146,622
Debt Service:					
2009 Bonds	3,697	3,693	3,696	3,695	0
2012 Bonds	3,394	3,392	3,396	3,395	3,395
2014 Bonds	5,707	5,723	5,732	5,766	5,774
2016A Bonds	4,521	6,697	6,697	6,697	10,455
2017 Bonds	2,090	6,271	6,271	6,271	6,271
2019 Bonds			4,010	8,020	8,020
Subtotal, Senior Debt Service	19,409	25,776	29,802	33,844	33,915
Subordinate Obligations:					
UOSA	19,837	19,810	19,807	19,808	19,462
Virginia Resources Authority	5,975	5,975	5,975	5,975	5,975
Total Debt Service[2]	45,221	51,561	55,584	59,627	59,352
Revenue Available after Paying Debt	70,262	68,317	70,712	76,183	87,270
Senior Debt Service Coverage[3]	5.95	4.65	4.24	4.01	4.32
Total Debt Service Coverage[4]	2.55	2.32	2.27	2.28	2.47

(1) Includes spur fees.

(2) Due to rounding columns may not total to the amounts indicated.

(3) Revenue available for paying debt divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the General Bond Resolution rate covenant. Revenue does not include non-recurring revenues (availability fees) or income previously received and held by the County derived from the System.

(4) Revenue available for paying debt divided by Total Debt Service.

Capital Improvement Program

As shown on the table below it is anticipated there will be approximately $958.4 Million in System related capital funding to be performed over the next six years ending Fiscal Year 2022.

Summary of System Capital Costs for the Forecast Period (in $000s)

	Fiscal Year Ending June 30,						6-Year
	2017	2018	2019	2020	2021	2022	Total
Pump Station & Collection	$46,538	$39,251	$40,732	$38,376	$40,686	$31,731	$237,314
Noman Cole PCP	31,095	89,444	109,250	84,150	89,200	122,563	525,702
TbC Partners' Plants	37,150	31,622	28,798	17,866	18,652	18,934	153,022
Subtotal System Capital Cost	$116,800	$162,335	$180,799	$142,412	$150,559	$175,250	$928,155
UOSA Capital Cost	0	6,532	12,391	8,578	728	2,042	30,271
Total System Capital Cost	$116,800	$168,867	$193,190	$150,990	$151,287	$177,292	$958,426

The sources of funds for the capital financing plan include (i) available funds to be accrued during normal operations of the System by the County (e.g., receipt of System availability fees, deposits made to the [Extension and Improvement Subfund] from rates, etc.), (ii) bond proceeds to be derived from the 2017 Bonds, the 2019 Bonds, and the 2021 Bonds and which are allocable to the above referenced projects, (iii) Subordinate Obligations incurred for capital improvements directly financed by UOSA, and (iv) additional bonds assumed to be issued by the County during the forecast period. A summary of the funding sources assumed for the System capital improvement plan for the forecast period is presented below.

Capital Improvement Program Funding Plan – For the Forecast Period – (in $000s)

	Fiscal Year Ending June 30 [1]						
	2017	2018	2019	2020	2021	2022	6-Year Total
Total System Capital Projects	$116,800	$168,867	$193,190	$150,990	$151,287	$177,292	$958,426
Funding Sources:							
Operating Reserves/Extension and Improvement Subfund	$108,016	$102,133	$73,190	$90,223	$89,814	$138,765	$602,141
Wastewater Service Availability Fees							
Series 2017 Bonds (Senior)		39,233	60,767				100,000
Series 2019 Bonds (Senior)			59,233	60,767			120,000
Series 2021 Bonds (Senior)					61,473	38,527	100,000
Grants	8,784						8,784
UOSA Bonds (Subordinate)		27,501					27,501
Total Funding Sources	$116,800	$168,867	$193,190	$150,990	$151,287	$177,292	$958,426

[1] Amounts shown reflect when funding projected to be required and may vary from when funds are actually expended through project completion. Amounts may not add up to the totals in the "Summary of System Capital Costs for the Forecast Period" above due to rounding.

Rates and Charges

Rate Structure

The County adopts a sewer rate structure designed to satisfy all System revenue requirements. The rate structure is also designed to derive revenues from customers equitably. The sewer rates and availability and other fees for the last five fiscal years and the adopted rate structure, as of July 1, 2017, are summarized below.

SEWER RATE STRUCTURE
FAIRFAX COUNTY SANITARY SEWER SYSTEM

Description of Rate	Fiscal Year (Ending June 30)								
	2012	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
Sewer Service Charge, $/Thousand Gallons (TG)	6.01	6.55	6.55	6.62	6.65	6.68	6.75	7.00	7.34
Base Charges, $/Bill	5.00	5.50	12.79	15.86	20.15	24.68	27.62	30.38	33.42
Availability Fee, $/Unit: Single Family Dwelling	7,750	7,750	7,750	7,750	7,750	7,750	8,100	8,100	8,100
Apartment or Townhouse	6,200	6,200	6,200	6,200	6,200	6,200	6,480	6,480	6,480
Dorm Unit	1,938	1,938	1,938	1,938	1,938	1,938	2,025	2,025	2,025
Fixture Unit, (Commercial)	401	401	401	401	401	401	405	405	405
Connection Charge, $/Foot	152.50	152.50	152.50	152.50	152.50	152.50	152.50	152.50	152.50

Sewer Service Charges are based on water consumption, in 1,000 gallons (TG), as measured by a water service meter(s). For single family dwellings and townhouses, water consumption for sewer billing is based on the previous winter quarter consumption. For apartment or multifamily complexes and nonresidential connections, billing is based on actual water used for the quarter. Sewer billings are included in quarterly water and sewer bills issued by the water billing agents.

Base Charges are per bill charges assessed quarterly, in addition to the Sewer Service Charge, to partially recover fixed expenses for billing, wastewater collection, engineering, planning, and administrative expenses.

Availability Fees are one-time charges collected from new sewer customers prior to connection to the System. These fees cover in part the applicants' proportional share of costs for facilities required beyond the collector system; i.e., sub-trunk sewers, pumping stations, and treatment facilities. For nonresidential units, the minimum availability fee is equal to a single family dwelling rate. [The minimum nonresidential rate provides for approximately 20 fixture units - discuss.] Fixture units in excess of the minimum rate are charged at the prevailing fixture unit rate. The fixture unit rate and the minimum fixture unit count were adjusted in FY 1995 and FY 1996 to reflect higher water usage, per fixture unit, by nonresidential users.

Connection Charges are one-time front footage charges used to offset the cost of installing County-built sewers adjacent to the property. The residential minimum is [$7,625]; the nonresidential minimum is [$15,250]. The residential maximum is [$15,250]; for commercial customers, there is no maximum. An additional lateral spur charge of $600 is charged for connecting to a County built sewer spur.

Rate Development

Sewer service charge and availability fee rates are reviewed annually by County staff and an outside consultant as part of the County's annual budget process. Each year, the Board of Supervisors adopts charges and rates for the following three fiscal years. These fees are analyzed and evaluated, adjusted as necessary, and adopted annually by the Board of Supervisors to ensure that rates are priced accurately. The County allocates operating revenues and expenses, interest income, bond proceeds, debt service payments, and capital improvement expenses between existing and new users of the System as described below.

Separate accounting of revenues and expenses for existing and new customers along with analyses to determine the adequacy of sewer service charges and availability fees are conducted annually by the County. The purpose of these analyses is to allocate System revenues and expenses between existing and new customers such that growth pays for growth.

Sewer service charges are adjusted to maintain minimum reserves in the existing customer portion of the fund balance. The availability fee calculation is based on a "growth related" or marginal-incremental cost method whereby new customers are responsible for the next increment of System expansion costs incurred.

Rate Comparison

The table below compares FY 2017 average annual sewer service revenues per Single Family Residential Equivalent (SFRE) for Fairfax County with selected other regional jurisdictions. Representative average sewer service revenues for the other jurisdictions have been developed by applying each jurisdiction's sewer service rate schedule to appropriate SFRE usage determined from an analysis of Fairfax Water's (FW) historical average water usage records for SFREs.

As the table illustrates, the County's estimated average sewer service revenues per SFRE are less than all but one of the estimated equivalent revenues of other jurisdictions. Management anticipates other jurisdictions' sewer service revenues will also be significantly affected by the Virginia Department of Environmental Quality's adoption of more stringent discharge standards. Such effects may not be reflected in current revenue levels of the other jurisdictions.

Comparison of Fiscal Year 2017
Average Monthly Sewer Service Revenues for Single Family Residential Equivalents (SFREs)

Jurisdiction	Average Sewer Service Revenue (a) ($/SFRE)
WSSC, MD (b)	$45.06
Loudoun County (c)	37.62
Fairfax County (c)	48.31
Prince William County (b)	48.90
DC Water (b)	72.56
City of Alexandria (c)	58.01
Arlington County (b)	54.36

(a) Each jurisdiction's sewer service rate schedule is applied to the average usage as specified in the respective additional footnotes.

(b) Average billed quarterly usage of 18,000 gallons is based on an analysis of Fairfax County Water Authority's annual usage reports.

(c) These jurisdictions use a winter quarter billing method for residential customers, eliminating billing of water usage such as lawn irrigation, which does not enter the sewer system. The average winter quarter usage of 18,000 gallons is based on an analysis of Fairfax County Water Authority's annual usage reports.

As the following table illustrates, the County's availability fees are competitive with charges of other regional jurisdictions. Management anticipates other jurisdictions' availability fees will also be significantly affected by adoption of more stringent discharge standards. Such effects may not be reflected in current fees of the other jurisdictions.

Comparison of Fiscal Year 2017 Single Family Availability Fees

Jurisdiction	Availability Fees ($/SFRE)
Arlington County (a)	$2,760
WSSC, MD improved/unimproved (b)	3,500/10,750
Fairfax County	7,750
Loudoun County	7,896
Prince William County	10,800
City of Alexandria	8,641

(a) The availability fee for an SFRE is based on the Fairfax County Department of Public Works and Environmental Service's evaluation of Arlington County's drainage fixture unit (FU) charge of $115/FU. The calculated fee is based on Fairfax County's assumption of 24 FU's per SFRE.

(b) WSSC charges separate availability charges based on customer geographic location for improved and unimproved areas.

Existing Customer Base

[Approximately 345,000 households in the County are served by the System. That represents approximately 938,000 County residents. Another 70,000 non-County residents are served through Sale of Service contracts. More than 28,000 nonresidential connections are served by the System. The floor area of the nonresidential customers is approximately 224 million square feet. The following table summarizes the County's sewer customer base in terms of County residential connections and population during Fiscal Years 2012 through 2016. County nonresidential connections and square footage are also shown for the same period.]

RESIDENTIAL AND NONRESIDENTIAL CUSTOMER BASE
FAIRFAX COUNTY SANITARY SEWER SYSTEM

Service Class	**Fiscal Year** (Ended June 30)				
	2012	**2013**	**2014**	**2015**	**2016**
Residential Connections:					
Single Family Dwellings	162,671	163,266	164,021	164,418	165,113
Townhouses	77,019	77,301	77,469	77,549	77,722
Apartments	96,177	96,207	96,212	96,226	96,247
Total Residential Connections	335,867	336,774	337,702	338,193	339,082
Connected County Population	930,352	932,864	935,435	938,245	937,000
Annual Growth -- total residential connections, %	0.3%	0.3%	0.3%	0.1%	0.1%
Nonresidential Connections	27,676	28,092	28,136	28,164	28,229
Nonresidential Square Feet, MSF (million square feet)	223.4	223.9	224.2	224.4	224.5
Annual Growth of Nonresidential Connections, %	1.0%	1.5%	1.2%	0.1%	0.1%

The following is a summary of the top ten utility retail customers (does not include sales of service customers that receive bulk wastewater service on a contractual basis) for the System for Fiscal Year 2016:

Retail Wastewater Top Ten Utility Customers – Fiscal Year 2016 (Based on Sales Revenue)[1]

Retail Account[2]	Service Class	Total Revenues	% of Total System Rate Revenues
INOVA Fairfax Hospital	Commercial	$635,606	0.33%
Greenspring Village	Commercial	513,035	0.27
RBDW Avant LLC	Commercial	301,000	0.16
McLean Hilton Hotel Association	Commercial	275,254	0.14
Hyatt Regency Reston	Commercial	223,877	0.12
Reston Hospital Center	Commercial	207,013	0.11
Homart Development Corp.	Commercial	198,340	0.10
INOVA Health Systems	Commercial	147,700	0.08
Ritz-Carlton Hotel Co.	Commercial	139,312	0.07
Reston Town center Properties	Commercial	130,546	0.07
Totals		$2,771,683	1.45%
Total Retail Wastewater Rate Revenues[3]		$ 180,554,128	100.0%

[1] Based on information provided by the County and includes only retail sales information; does not reflect customers that receive wastewater service on a bulk or wholesale basis. Amounts reflect information for the Fiscal Year ended June 30, 2016, the most recently completed fiscal year.
[2] Represents the sum of all meters (accounts) which are considered as service to an individual customer, where applicable.
[3] Amount reflects revenues derived from the application of retail wastewater service charges and does not include bulk or wholesale service revenues or any other operating revenues received by the System for the respective Fiscal Year.

FY 2018 Budget

[On April [2_], 2017, the Fairfax County Board of Supervisors approved the Fiscal Year 2018 Adopted Budget Plan. The FY 2018 Adopted Budget Plan total sewer revenues represents an increase of 0.1% over the FY 2017 Revised Budget Plan. Sewer Revenue Fund Disbursements total $215.3 million, a decrease of $1.28 million or 0.6% from the FY 2016 Revised Budget Plan, leaving the Fund with a $75.8 million fund balance. The budget includes a sewer service charge of $6.75 per 1,000 gallons of water consumption which is a $__ (1.0%) increase over the prior year's sewer service charge of $6.68 per 1,000 gallons of water consumption, based on Fairfax County's winter quarter average consumption of 18,000 gallons. The budget also includes a base charge of $27.62 per quarter, which is a $2.94 (11.9%) increase over the prior year's base charge of $24.68 per quarter. The adjustments to both the sewer service charge and the base charge will change the annual average residential bill from $579.72 in FY 2017 to $596.52 in FY 2018, which is an increase of $16.80 (2.90%).

LITIGATION

To the County's knowledge, no litigation is pending or threatened (a) to restrain or enjoin the issuance, sale or delivery of any of the 2017 Bonds, the application of the proceeds thereof as provided in the Bond Resolution or the collection of revenues pledged under the Bond Resolution, (b) in any way contesting or affecting any authority for the issuance or validity of the 2017 Bonds or the validity of the Bond Resolution, (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.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters relating to the authorization and issuance of the 2017 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 D.

Certain legal matters will be passed upon for the County by Elizabeth D. Teare, Esquire, Fairfax County Attorney.

TAX MATTERS

Opinion of Bond Counsel

[In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, except as provided in the following sentence, interest on the 2017 Bonds will not be includable in the gross income of the owners of the Bonds for federal income tax purposes under existing law. Interest on the 2017 Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the 2017 Bonds in the event of a failure by the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and their respective covenants regarding the use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury; and no opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the 2017 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 2017 Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the 2017 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 2017 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 2017 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the 2017 Bonds with original issue discount (a "Discount Bond") will be excluded from gross income for federal income tax purposes to the same extent as interest on the 2017 Bonds. In general, the issue price of a maturity of the 2017 Bonds is the first price at which a substantial amount of 2017 Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies

and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such 2017 Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of a Discount Bond 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 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 2017 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 2017 Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is "Bond Premium." Bond Premium is amortized over the term of such 2017 Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such 2017 Bonds are required to decrease their adjusted basis in such 2017 Bonds by the amount of amortizable Bond Premium attributable to each taxable year such 2017 Bonds are held. The amortizable Bond Premium on such 2017 Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such 2017 Bonds is treated as an offset to qualified stated interest received on such 2017 Bonds. Owners of such 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 2017 Bonds and with respect to state and local income tax consequences of owning and disposing of such 2017 Bonds.

Backup Withholding

Interest paid on the 2017 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not, by itself, affect the excludability of interest on the 2017 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the 2017 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not "exempt recipients," and (ii) either fail to provide certain identifying information (such as the beneficial owner's taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner's federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the 2017 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 2017 Bonds or the inclusion in certain computations of interest on the 2017 Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE 2017 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the 2017 Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the 2017 Bonds. Prospective purchasers of the 2017 Bonds should consult their tax advisors regarding any future, pending or proposed federal or State tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.]

RATINGS

The 2017 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 2017 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 2017 Bonds. Generally, rating agencies base their ratings on such materials and information, 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 2017 Bonds.

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 2017 Bonds. Although the

Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the 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.

SALE AT COMPETITIVE BIDDING

The 2017 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 2017 Bonds (See Appendix F). 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 "Underwriter"), the expected selling compensation to the Underwriter and other information on the interest rates and offering prices or yields of the 2017 Bonds, all as supplied by the Underwriter.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the 2017 Bonds, the Chairman of the Board of Supervisors and the County Executive 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 2017 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 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.

CONTINUING DISCLOSURE

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 2017 Bonds, unless it has determined that the issuer of such securities and 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 E), to be dated the date of delivery of the 2017 Bonds, for the benefit of the holders of the 2017 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.

The Continuing Disclosure Agreement requires the County to provide only that information which is subject to the terms of the Continuing Disclosure Agreement and only at specific times. The County may, from time to time, provide certain information and data in addition to that required by the

Continuing Disclosure Agreement. If the County chooses to provide such information and data, it has no obligation to update such information or data or to include it in a future disclosure.

[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 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 has filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds ("UOSA Bonds") issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the "UOSA Undertakings") to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.]

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority's Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required under such undertakings a description of the twenty largest owners of real property by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

In addition, pursuant to the Sewer Undertakings relating to certain sewer revenues bonds defeased on May 12, 2016 (the "Sewer Bonds Defeasance"), Fairfax County agreed to provide timely notice of the Sewer Bonds Defeasance. Pursuant to the escrow deposit agreement, dated May 12, 2016, between Fairfax County and its Escrow Agent, the Escrow Agent agreed to provide notice to EMMA of the Sewer Bonds Defeasance within two days of the date of the agreement. The Escrow Agent did not provide this notice within the two-day period. After inquiry from Fairfax County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant Sewer Undertakings. Fairfax County has strengthened its procedures to ensure that event notices to be provided by outside entities on Fairfax County's behalf are done within the required time periods.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

Any failure by the County to perform its obligations under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution or the 2017 Bonds; rather, the right to

enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriter's obligations to purchase the 2017 Bonds shall be conditioned upon receipt, at or prior to the delivery of the 2017 Bonds, of an executed copy of the Continuing Disclosure Agreement.

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.

The distribution of this Official Statement has been duly authorized by the Board of Supervisors of the County.

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

NOTICE OF SALE

$_____*

FAIRFAX COUNTY, VIRGINIA

Sewer Revenue Bonds, Series 2017

Electronic Bids, BiDCOMP/Parity Competitive Bidding System ("BiDCOMP/Parity") only, will be received by the Board of Supervisors of Fairfax County, Virginia (the "County"), until 11 a.m.*, Fairfax, Virginia Time, on

June __, 2017*

for the purchase of all, but not less than all, of the $_____* Sewer Revenue Bonds, Series 2017, of Fairfax County, Virginia (the "Series 2017 Bonds"), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 15th day of July in the following years and in the following amounts, respectively:

Initial Maturity Schedule*

Year of Maturity	Principal Amount*	Year of Maturity	Principal Amount*
2018	$	2033	$
2019		2034	
2020		2035	
2021		2036	
2022		2037	
2023		2038	
2024		2039	
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	

* Preliminary, subject to change.

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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 2017 BONDS*

INTEREST		**PRICING**	
Dated Date:	Date of Delivery	Max. Aggregate Bid Price:	____%
Anticipated Delivery Date:	June 28, 2017	Min. Aggregate Bid Price:	____%
Interest Payments Dates:	1/15 and 7/15	High Coupon per Maturity	20__ to 20__ – ___% 20__ to 20__ – ___%
First Interest:	1/15/2018	Minimum Coupon per Maturity	20__ to 20__ – None 20__ to 20__ – ___%
Coupon Multiples:	1/8 or 1/20 of 1%		
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted	**PROCEDURAL**	
PRINCIPAL		Sale Date and Time:	Bids due June __, 2017, at 11:00 a.m. Fairfax Time
First Optional Redemption:	July 15, 20__ at 100%	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Post-bid Principal Increases in Aggregate:	10%	All or None?	Yes
Post-bid Principal Reductions in Aggregate:	10%	Bid Award Method:	Lowest TIC
Term Bonds:	Any two or more consecutive maturities may be designated as term bonds	Good Faith Deposit:	1% of aggregate par amount, as more fully described on page 6, under "Good Faith Deposit"

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Series 2017 Bonds

The Initial Maturity Schedule for the Series 2017 Bonds set forth above represents an estimate of the principal amount of Series 2017 Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than one hour 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 2017 Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Series 2017 Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount of the Series 2017 Bonds. The EDA anticipates that it will communicate the final principal amounts by ____ p.m. on the bid date, but reserves the right to communicate the final principal amounts no later than ___ a.m. on the day following the bid date.

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 the Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Series 2017 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 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 Series 2017 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 Series 2017 Bonds, [shall be required to deposit the bond certificates with DTC,] registered in the name of Cede & Co., nominee of DTC. Interest on the Series 2017 Bonds will be payable on each January 15 and July 15, the first interest payment date being January 15, 2018, and principal of and any redemption premium on the Series 2017 Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Series 2017 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 Series 2017 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.

In the event that (a) DTC determines not to continue to act as securities depository for the Series 2017 Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Series 2017 Bonds would adversely affect the interests of the beneficial owners of the Series 2017 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 Series 2017 Bonds in the form of fully registered certificates.

The Series 2017 Bonds

The Series 2017 Bonds are being issued under the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and and further amended and restated on May 18, 2009, effective July 1, 2009 (the "General Bond Resolution"). The General Bond Resolution has been previously amended and supplemented by the Series Resolution adopted by the Board of Supervisors on June 8, 2017, providing for the issuance of the Series 2017 Bonds (the "2017 Series Resolution"). The Series 2017 Bonds are being issued to provide funds for [(i) paying the costs of certain additions, extensions and improvements to the Fairfax County's (the "County") 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, (ii) making a deposit to the Reserve Subfund, as described herein, and (iii) paying the costs of issuing the 2017 Bonds.]

Payment of the principal of and redemption premium, if any, and the interest on the Series 2017 Bonds is secured by a pledge of gross revenues (as defined in the General Bond Resolution) derived by the County from the ownership and the operation of the System, after provision for payment of the operating expenses (as defined in the General Bond Resolution) of the System. The Series 2017 Bonds do not constitute general obligations of County, the Commonwealth of Virginia or any political subdivision thereof, and will not directly, or indirectly, obligate County, the Commonwealth of Virginia or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Term Bonds

The successful bidder may designate two or more of the consecutive serial maturities as any number of term bond maturities equal in aggregate principal amount and with sinking fund requirements corresponding to such designated serial maturities.

Optional Redemption

Except under the circumstances described in the following paragraph, the Series 2017 Bonds maturing on or before July 15, 20__, are not subject to optional redemption prior to their stated date of maturity. The Series 2017 Bonds maturing after July 15, 20__, are subject to

optional redemption at the option of the County, in whole or in part, at any time on or after July 15, 20__, at a redemption price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed plus interest accrued thereon to the redemption date.

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 Series 2017 Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 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 all, but not less than all, of the Series 2017 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 11:00 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date; Other Changes to Notice of Sale"). 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 Series 2017 Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP 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 Series 2017 Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

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.

Good Faith Deposit

After receipt of bids is closed and prior to the award (no later than ___ p.m., Fairfax, Virginia time), the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the "Deposit") for 1% of the amount of the Bid Maturity Schedule to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Series 2017 Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit.

Wire instructions for the Deposit are as follows:

Bank Name: _____
ABA: _____
Account Name: _____
Account Number: _____
Attention: _____, _____

Reference your company, company contact, phone number or other helpful identification.

Award of Series 2017 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 Series 2017 Bonds, if made, will be made by the County within such five-hour period of time (____ a.m. – ___ p.m.).

The Series 2017 Bonds will be awarded to the bidder offering to purchase the Series 2017 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 Series 2017 Bonds, the payments of the principal of and the interest on the Series 2017 Bonds from their payment dates to the dated date of the Series 2017 Bonds. If two or more bidders offer to purchase the Series 2017 Bonds at the same lowest TIC, the Series 2017 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 Series 2017 Bonds to one of such bidders. There will be no auction.

Award of the Series 2017 Bonds 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 Series 2017 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.

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 Series 2017 Bonds or otherwise provide for the public sale of the Series 2017 Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Series 2017 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 2017 Bonds.

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 Series 2017 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 Series 2017 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 ___ p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than one hour 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 Series 2017 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 Series 2017 Bonds to such successful bidder presents.

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Series 2017 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 Series 2017 Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. [Prior to the delivery of the Series 2017 Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the "issue price" of the Series 2017 Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. 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 Series 2017 Bonds will be delivered on or about June 28, 2017, 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 Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 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 Series 2017 Bonds and to certify that the Series 2017 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 Series 2017 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 notice of the occurrence of any events described in the Rule. [Except as described in the Preliminary Official Statement the County has materially complied with its undertakings under the Rule.]

Official Statements will be provided within seven (7) business days after the date of the award of the Series 2017 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.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Catherine A. Chianese, Clerk

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "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 Sewer Revenue Bonds, Series 2017 (the "Bonds" or "2017 Bonds") pursuant to the provisions of the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 (the "General Bond Resolution"). The General Bond Resolution was supplemented by the Series Resolution adopted by the Board of Supervisors on July 21, 1986, as amended and restated on August 4, 1986, further supplemented on June 26, 1989, further supplemented by the Series Resolution adopted by the Board of Supervisors on April 12, 1993, further supplemented by the Series Resolution adopted by the Board of Supervisors on June 17, 1996, further supplemented by the Series Resolution adopted by the Board of Supervisors on September 13, 2004, further amended and supplemented by the Series Resolution adopted by the Board of Supervisors on May 18, 2009, further supplemented by the Series Resolution adopted by the Board of Supervisors on June 19, 2012, further supplemented by the Series Resolution adopted by the Board of Supervisors on March 4, 2014, further supplemented by the Series Resolution adopted by the Board of Supervisors on February 16, 2016, further supplemented by the Series Resolution adopted by the Board of Supervisors on June __, 2017, providing for the issuance of the 2017 Bonds (the "2017 Series Resolution"). The 2017 Bonds are being issued to provide funds for (i) [the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, (ii) making a deposit to the Reserve Subfund and (iii) paying the costs of issuing the 2017 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 for the benefit of the holders of the 2017 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 Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the General Bond Resolution and the Series 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 2017 Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule with respect to the 2017 Bonds, 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 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the 2017 Bonds or other material events affecting the tax-exempt status of the 2017 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 2017 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 or 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 or 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 2017 Bonds required to comply with the Rule in connection with the offering of such 2017 Bonds.

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

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

SECTION 3. Provision of Annual Reports.

A. The Dissemination Agent shall 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 the immediately preceding Fiscal Year (commencing with its Fiscal Year ending June 30, 2017). At least ten (10) days before the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). 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 for the County's Integrated Sewer System (the "System") 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 for the System must be submitted, when publicly available, and may be submitted together with or separately from the Annual Report.

B. The annual financial statements for the System shall be prepared on the basis of generally accepted accounting principles and will be audited.

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

SECTION 4. Content of Annual Reports. 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 System, including operating data, updating such information relating to the System 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 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 of the occurrence of any of the Listed Events notice to the Repository of such occurrence.

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 2017 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such 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 additional 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 the 2017 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the General Bond Resolution, the 2017 Series Resolution or the 2017 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 2017 Bonds, and shall create no rights in any other person or entity.

Date: ___ __, 2017

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Officer

Exhibit A

CONTENT OF ANNUAL REPORT

For the most recent complete fiscal year:

(a) Number of connections (or accounts).

(b) Rate schedule.

(c) Total amounts for:

(i) Service charge revenues,

(ii) Availability/connection fee revenues,

(iii) Interest income revenues,

(iv) Total System Gross Revenues,

(v) System Operating Expenses,

(vi) Expense payments,

(vii) Debt service payments on Bonds and Parity Indebtedness, and

(viii) Debt service payments on Subordinate Obligations.

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

(e) System capacity (flows in mgd) and System wastewater flows.

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, 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
SEWER REVENUE BONDS,
SERIES 2017

CUSIP NOS.:

Dated: _____,

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 Series Resolution adopted on _____ __, 2017, by the Board of Supervisors of the County, the proceeds of which were used to refund certain outstanding sewer revenue bonds issued by the County and to pay the costs of issuing the 2017 Bonds. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By _____

Board Agenda Item
June 6, 2017

3:30 p.m.

Public Hearing on AR 83-D-005-04 (9600 Arnon Chapel, LLC) to Permit Renewal of a Previously Approved Agricultural and Forestall District, Located on Approximately 27.82 Acres of Land Zoned R-E (Dranesville District)

This property is located at 9600 Arnon Chapel Road, Great Falls, 22066. Tax Map 8-3 ((1)) 53Z1 and 54Z1.

PLANNING COMMISSION RECOMMENDATION:
On May 18, 2017, the Planning Commission voted 12-0 to recommend that the Board of Supervisors approve AR 83-D-005-04 and amend Appendix F of the County Code to renew the Cornfield Local Agricultural and Forestal District for an additional eight-year term, subject to Ordinance provisions dated May 3, 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)
Michael Lynskey, Planner, DPZ

Board Agenda Item
June 6, 2017

3:30 p.m.

Public Hearing on SEA 84-V-034 (Huntwood, LLC) to Amend SE 84-V-034 Previously Approved for Fill in the Floodplain to Modify Development Conditions, Located on Approximately 4.48 Acres of Land Zoned C-8, CRD and HC (Mount Vernon District) (Concurrent with SEA 84-V-035-02)

and

Public Hearing on SEA 84-V-035-02 (Huntwood, LLC) to Amend SE 84-V-035 Previously Approved for an Increase in Building Height to Permit Modifications to Development Conditions, Located on Approximately 4.48 Acres of Land Zoned C-8, CRD and HC (Mount Vernon District) (Concurrent with SEA 84-V-034)

This property is located at 5845 Richmond Highway, Alexandria, 22303. Tax Map 83-4 ((1)) 8, 10 and 11.

PLANNING COMMISSION RECOMMENDATION:
On May 25, 2017, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Sargeant were absent from the public hearing) to recommend to the Board of Supervisors approval of SEA 84-V-034 and SEA 84-V-035-02, subject to the Development Conditions dated May 10, 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)
Harold Ellis, Planner, DPZ

Board Agenda Item
June 6, 2017

3:30 p.m.

Public Hearing on RZ 2016-HM-010 (Scimores Academy LLC) to Rezone from R-1 and C-5 to R-2 to Permit a Private School of Special Education with an Overall Floor Area Ratio of .17, Located on Approximately 5.94 Acres of Land (Hunter Mill District) (Concurrent with SE 2016-HM-007)

and

Public Hearing on SE 2016-HM-007 (Scimores Academy LLC) to Permit a Private School of Special Education, Located on Approximately 8.07 Acres of Land Currently Zoned C-5 and R-1 (Hunter Mill District) (Concurrent with RZ 2016-HM-010)

This property is located at 2625, 2629 and 2633 Centreville Road and 2703 and 2705 West Ox Road, Herndon, 20171. Tax Map 25-1 ((1)) 16, 17, 19, 20 and 21.

PLANNING COMMISSION RECOMMENDATION:
On April 26, 2017, the Planning Commission voted 10-0-2 (Commissioners Hurley and Strandlie abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2016-HM-010, subject to the execution of Proffers consistent with those dated April 21, 2017;

- Approval of SE 2016-HM-007, subject to the Development Conditions dated April 19, 2017;

- Approval of a modification of Paragraph 2B of Section 3-207 and Paragraph 1A of Section 4-507 of the Zoning Ordinance to provide the front yard setback for the existing historic residences along West Ox Road in favor of that shown on the GDP/SE Plat;

- Approval of modifications of Sections 13-303 and 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements in favor of that shown on the GDP/SE Plat;

- Approval of a modification of Paragraph 2 of Section 17-201 of the Zoning Ordinance to allow construction of a sidewalk instead of the required natural surface trail along West Ox Road, as shown on the GDP/SE Plat; and

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- Approval of a waiver of Paragraph 4 of Section 17-201 of the Zoning Ordinance to eliminate the requirement for frontage improvements along West Ox Road in favor of that shown on the GDP/SE Plat.

ENCLOSED DOCUMENTS:
Planning Commission Verbatim Excerpt and Staff Report available online at:
http://www.fairfaxcounty.gov/dpz/staffreports/bos-packages/

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Wanda Suder, Planner, DPZ