

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 6, 2022**

**AGENDA**

- 9:30 Presentations
- 9:30 Presentation by Kate Hanley, Secretary to the Electoral Board,  
Regarding Election Year 2022
- 10:00 Board Appointments to Citizen Boards, Authorities, Commissions,  
and Advisory Groups
- 10:00 Board Adoption of the 2023 Legislative Program for the Virginia  
General Assembly, Approval of the County's 118<sup>th</sup> Congress  
Federal Legislative Strategy and Principles
- 10:30 Matters Presented by Board Members
- 10:30 Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

- 1 Authorization to Advertise a Public Hearing on a Proposal to  
Vacate a Portion of Barney Road (Sully District)
- 2 Authorization to Advertise a Public Hearing on a Proposal to  
Vacate and Abandon Portions of Scotts Crossing Road  
(Providence District)
- 3 Authorization to Advertise a Public Hearing on Proposed  
Amendments to Fairfax County Code Section 84.1-8-3, Vehicle  
Requirements
- 4 Authorization to Advertise a Public Hearing to Consider  
Amendments to The Code of the County of Fairfax, Virginia -  
Chapter 3 (County Employees), Article 1 (Personnel  
Administration), Sections 3-1-1 (Purposes of Article; Definitions)  
and 3-1-2 (County Service and Divisions Thereof), and Article 5  
(Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial  
Interest)
- 5 Authorization to Advertise a Public Hearing to Consider  
Approval of the Upper Occoquan Sewage Authority 2022  
Restated and Amended Service Agreement
- 6 Authorization to Advertise a Public Hearing to Consider an  
Ordinance Establishing a Property Classification and Tax Rate for  
Real Property Owned by Certain Surviving Spouses of Members  
of the Armed Forces who Died in the Line of Duty

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 6, 2022**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- 7 Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Adams Chase Circle (Mount Vernon District)
- 8 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Cherry Street, Brook Drive, Cleave Drive, Westover Street and Linden Lane (Mason District)
- 9 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Rose Lane (Mason District)
- 10 Approval of an Extension to the License Agreement between Fairfax County and the Workhouse Arts Foundation, Inc. (Mount Vernon District)
- 11 Supplemental Appropriation Resolution AS 23137 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Early Childhood Foundation Supporting the Ready Regions Capital Area
- 12 Supplemental Appropriation Resolution AS 23110 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from the U.S. Department of Health and Human Services for the Community Project Funding Requests Included in the Consolidated Appropriations Act, 2022
- 13 Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, FY 2023 Combating Hate Crime Grant Program
- 14 Additional Time to Commence Construction for Special Exception SE 2019-SU-022, Blue Knob Investors, LLC (Sully District)

**ACTION ITEMS**

- 1 Approval of a Parking Reduction for Huntington Club – Phase 1 (Land Bays A, B, C, and D) (Mount Vernon District)
- 2 Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 6, 2022**

**ACTION ITEMS  
(continued)**

- |    |   |
|----|---|
| 3  | Authorization of Phase II Design and Construction Agreement Between the Fairfax County Board of Supervisors and the City of Fairfax Regarding the Joint Redevelopment of the Willard Health Center Campus and the Sherwood Community Center |
| 4  | Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds  |
| 5  | Approval of Revisions to Chapters 1, 2, 5, 7, and 10 of the Personnel Regulations; and Procedural Memorandum 11-01, Exempt Service; and Approval of New Pay Plans and Revised Class Specifications  |
| 6  | Acceptance of 2022-2023 Countywide Site-Specific Plan Amendment Nominations   |
| 7  | Adoption of Proposed Amendments to the Fairfax County Statement of Policy Regarding Sewage Disposal   |
| 8  | Approval of Memorandum of Agreement with the Town of Herndon ("Town") for the County of Fairfax to Service, Maintain, and Repair Motor Vehicles Owned and Operated by the Town  |
| 9  | Approval of Resolution Endorsing Projects Submitted for FY 2029 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding through the Northern Virginia Transportation Authority                    |
| 10 | Board Endorsement of Fox Mill Road and Pinecrest Road Intersection Improvements (Hunter Mill District)  |
| 11 | Action Item to Consider Approval of the Economic Incentive Application of Hanover R.S. Limited Partnership (Lee District)   |

**INFORMATION  
ITEMS**

- |   |   |
|---|---|
| 1 | Presentation of the Fiscal Year (FY) 2022 Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR) |
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**CLOSED SESSION**

Closed Session

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 6, 2022**

**PUBLIC  
HEARINGS**

- |      |  |
|------|--|
| 3:00 | Public Hearing on SE 2021-MA-032 (McDonald's Corporation) (Mason District)   |
| 3:00 | Public Hearing on SE 2022-PR-00001 (Petroleum Marketing Group, Inc.) (Providence District)   |
| 3:30 | Public Hearing on PCA A-502-04/DPA A-502-10/PRC A-502-06 (RZPA 2022-HM-00016) (CM Vantage LLC) (Hunter Mill District)  |
| 3:30 | Public Hearing on RZ 2021-PR-012 (Pulte Home Company, LLC) (Providence District)   |
| 3:30 | Public Hearing on PCA/CDPA 2007-LE-007 (RZPA 2022-LE-00056) (Hanover R.S. Limited Partnership) (Lee District)  |
| 3:30 | Public Hearing on PCA/CDPA 2007-LE-007-02 (RZPA 2022-LE-00057) (Springfield Hospitality LLC) (Lee District)  |
| 4:00 | Public Hearing on Proposed Plan Amendment 2021-IV-3MV Huntington Metro Station, South of Huntington Avenue and Northeast of North Kings Highway (Mount Vernon District)                      |
| 4:00 | Public Hearing for the De-Creation of Maddux Lane Area Sanitary District for Removal of Refuse/Recycling Collection Service (Dranesville District)   |
| 4:00 | Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Route 28 Widening from the Prince William County Line to Route 29 (Sully District)                |
| 4:00 | Public Hearing to Consider a Temporary Uncodified Ordinance that will Provide for up to a One Dollar Per-Trip Emergency Taxicab Fuel Surcharge from December 30, 2022, through June 30, 2023 |
| 4:30 | Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 4 (Taxation and Finance), Article 17.1 (Personal Property Tax)                                |
| 4:30 | Public Hearing to Lease a Portion of County-Owned Property at 9514 Workhouse Way to DrinkLocal, LLC (dba Bunnyman Brewery) (Mount Vernon District)   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 6, 2022**

**PUBLIC  
HEARINGS  
(continued)**

- |      |   |
|------|---|
| 4:30 | Public Hearing on Proposed Amendment to the Code of the County of Fairfax, Chapter 82, Article 2, to Add a New Section 82-2-9 (Photo Speed Monitoring Devices) Which Will Allow the FCPD to Conduct a School and Work Zone Speed Camera Pilot Program     |
| 4:30 | Public Hearing on Chapter 62 of the Code of the County of Fairfax, Proposed Amendments  |
| 4:30 | Public Hearing to Amend and Readopt Sections 7-2-3 and 7-2-7 of the Fairfax County Code to Rename the Lee District to the Franconia District, and Appendix G, Section 32 and Appendix M, Section 38 to Rename Associated Parking Districts (Lee District) |
| 5:00 | Public Comment  |



# *Fairfax County, Virginia*

## ***BOARD OF SUPERVISORS***

### ***AGENDA***

**Tuesday  
December 6, 2022**

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9:30 a.m.

#### **PRESENTATIONS**

- RESOLUTIONS — To recognize Phyllis Walker Ford, Mary Buckingham Lipsey and Barbara Naef for their contributions as Fairfax County History Commissioners. Requested by Supervisors Lusk, Walkinshaw and Alcorn.
- RESOLUTION — To recognize Rikki Epstein for her accomplishments as Executive Director of the Arc of Northern Virginia. Requested by Chairman McKay
- PRESENTATION — To recognize the recipients of the 2020-2022 Best Workplaces for Commuters Awards. Requested by Chairman McKay

#### **STAFF:**

Tony Castrilli, Director, Office of Public Affairs  
Jeremy Lasich, Office of Public Affairs

Board Agenda Item  
December 6, 2022

9:30 a.m.

Presentation by Kate Hanley, Secretary to the Electoral Board, Regarding Election Year 2022

ENCLOSED DOCUMENTS:  
None.

PRESENTED BY:  
Kate Hanley, Secretary, Electoral Board

Board Agenda Item  
December 6, 2022

10:00 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard December 6, 2022

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

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

**APPOINTMENTS TO BE HEARD DECEMBER 6, 2022  
(ENCOMPASSING VACANCIES PROJECTED THROUGH **DECEMBER 31, 2022**)**  
(Unless otherwise noted, members are eligible for reappointment)

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Clifford L. Fields; appointed 1/96-1/03 by Hanley; 1/04-1/08 by Connolly; 2/09- 1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 1/10-7/21 by Foust) Term exp. 1/22	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Mary Frances Tunick; appointed 10/20-3/21 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason

**ADVISORY SOCIAL SERVICES BOARD**  
**(4-year terms – limited to 2 full terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Nancy Dalton Hall (Appointed 9/14-9/18 by Gross) Term exp. 9/22 <i>Not eligible for reappointment</i>	Mason District Representative		Gross	Mason

**AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13- 6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
Renko R. Hardison (Appointed 6/18 by McKay) Term exp. 5/22	Citizen Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

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**AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)**

Continued from previous page

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

**ALCOHOL SAFETY ACTION PROGRAM LOCAL  
POLICY BOARD (ASAP) (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Grant J. Nelson Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10- 9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96- 5/01 by Hanley; 6/04- 10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jayant Reddy; appointed 1/16-7/18 by Bulova) Term exp. 8/21 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large

**ARCHITECTURAL REVIEW BOARD (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Jason F. Zellman (Appointed 5/18-9/19 by Herrity) Term exp. 9/22	Attorney Representative		By Any Supervisor	At-Large

**ATHLETIC COUNCIL (2-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason
VACANT (Formerly held by Kelly Ego-Osuala; appointed 1/21 by Palchik) Term exp. 9/24 <i>Resigned</i>	Providence District Alternate Representative		Palchik	Providence
Michael W. Thompson (Appointed 1/09-6/20 by Herrity) Term exp. 6/22	Springfield District Principal Representative		Herrity	Springfield
Jenni R. Cantwell (Appointed 9/10-6/20 by Herrity) Term exp. 6/22	Women's Sports Principal Representative		By Any Supervisor	At-Large

**BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Raymond Smith; appointed 7/20-6/22 by Walkinshaw) Term exp. 6/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

**BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)**

NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 6/13-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large

**BOARD OF EQUALIZATION OF REAL ESTATE  
ASSESSMENTS (BOE) (2-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Asim Elfaki (Appointed 5/18-12/18 by Bulova; 1/21 by McKay) Term exp. 12/22	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maria Dolores Quintela; appointed 2/20-11/21 by McKay) Term exp. 12/23 <i>Resigned</i>	Professional #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Arthur S. Nachman; appointed 6/14-11/20 by Foust) Term exp. 12/22 <i>Resigned</i>	Professional #2 Representative		By Any Supervisor	At-Large
Noelle M. Holmes (Appointed 5/06-12/08 by Connolly; 12/10-12/18 by Smyth; 12/20 by Palchik) Term exp. 12/22	Professional #4 Representative		By Any Supervisor	At-Large
Constance M. Hylton (Appointed 1/21 by McKay) Term exp. 12/22	Professional #6 Representative		By Any Supervisor	At-Large

<b>CHILD CARE ADVISORY COUNCIL (2-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kerry O'Brien (Appointed 5/18-9/20 by Herrity) Term exp. 9/22	Springfield District Representative		Herrity	Springfield

<b>CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Andrea C. McCarthy; appointed 6/20 by Alcorn) Term exp. 5/22 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Joseph Hansen; appointed 9/20 by Storck) Term exp. 5/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Nathaniel Baldwin; appointed 7/20-5/24 by Palchik) Term exp. 5/24 <i>Resigned</i>	Providence District Representative		Palchik	Providence

**CIVIL SERVICE COMMISSION (2-year terms)**

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

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Deborah A. Woolen (Appointed 7/19 by McKay; 12/20 by Lusk) Term exp. 12/22	At-Large #2 Representative		By Any Supervisor	At-Large

**COMMISSION FOR WOMEN (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Alesia Taylor-Boyd (Appointed 5/22 by Lusk) Term exp. 10/22	Lee District Representative		Lusk	Lee
VACANT (Formerly held by Jane M. Materna; appointed 2/19-10/19 by Gross) Term exp. 10/22 <i>Resigned</i>	Mason District Representative		Gross	Mason
NEW POSITION	Lesbian-Gay- Bisexual-Queer- Intersex-Asexual ("LGBQIA+") Representative		McKay	At-Large Chairman's
NEW POSITION	Transgender Woman Representative		McKay	At-Large Chairman's

<b>COMMISSION ON AGING (2-year terms)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Thomas Bash; appointed 5/11-5/21 by Herrity) Term exp. 5/23 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

<b>CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Derrick Robinson; appointed 7/21-9/22 by Storck) Term exp. 8/25 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Jennifer Chronis; appointed 12/16-7/18 by Herrity) Term exp. 8/21 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

**CONFIRMATION NEEDED:**

- Ms. Erica Gaffney as the Opportunities, Alternatives, and Resources Representative

**DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT  
ADVISORY BOARD, PHASE I (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

**DULLES RAIL TRANSPORTATION IMPROVEMENT  
DISTRICT ADVISORY BOARD, PHASE II (4-year terms)**

**CONFIRMATION NEEDED:**

- Mr. Matthew Dougherty as the BOS At-Large #3 Representative

**ECONOMIC ADVISORY COMMISSION (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Dominic Bonaiuto (Appointed 9/18-6/20 by Foust) Term exp. 12/22	At-Large #1 Representative		By Any Supervisor	At-Large

<b>ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Roderick Mitchell (Appointed 10/20 by McKay) Term exp. 7/22	At-Large #3 Citizen Representative		By Any Supervisor	At-Large

<b>ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Howard J. Guba; appointed 6/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

<b>ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Johna Gagnon (Appointed 8/93-10/95 by Alexander; 10/98- 1/08 by Kauffman; 11/10-11/16 by McKay; 1/20 by Lusk) Term exp. 11/22	Lee District Representative		Lusk	Lee

**FAIRFAX AREA DISABILITY SERVICES BOARD****(3-year terms - limited to 2 full terms)**

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 <i>Not eligible for reappointment</i>	Mount Vernon District Representative		Storck	Mount Vernon
Diane Monnig (Appointed 5/21 by Palchik) Term exp. 11/22	Providence District Representative		Palchik	Providence

**HEALTH SYSTEMS AGENCY BOARD (3-year terms -limited to 2 full terms)**

NOTE: Members may be reappointed after 1 year break

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/22 <i>Resigned</i>	Provider #4 Representative		By Any Supervisor	At-Large

**HISTORY COMMISSION (3-year terms)**

NOTE: The Commission shall include at least one member who is a resident from each District.

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Tammy Mannarino (Appointed 1/20 by Storck) Term exp. 12/22 <i>Mount Vernon District</i>	At-Large #2 Representative	<b>Tammy Mannarino</b> (Storck)	By Any Supervisor	At-Large
VACANT (Formerly held by Phyllis Walker Ford; appointed 1/09-1/17 by McKay; 1/20 by Lusk) Term exp. 12/22 <i>Lee District</i> <i>Resigned</i>	At-Large #3 Representative		By Any Supervisor	At-Large
Elise Ruff Murray (Appointed 11/83- 11/89 by Pennino; 11/92-11/01 by Hanley; 12/04-2/17 by Hudgins; 1/20 by Alcorn) Term exp. 12/22 <i>Hunter Mill District</i>	Citizen #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Mary Lipsey; appointed 5/06-11/12 by Bulova; 1/16-11/18 by Cook; 12/21 by Walkinshaw) Term exp. 12/24 <i>Braddock District</i> <i>Resigned</i>	Citizen #6 Representative		By Any Supervisor	At-Large
Barbara J. Peters (Appointed 3/17-1/20 by Gross) Term exp. 12/22 <i>Mason District</i>	Citizen #7 Representative		By Any Supervisor	At-Large

<b>HUMAN RIGHTS COMMISSION (3-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Emanuel Solon (Appointed 9/95-7/01 by Connolly; 9/04- 9/19 by Smyth) Term exp. 9/22	At-Large #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Elliot Bell-Krasner; appointed 1/20 by Palchik) Term exp. 9/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

<b>HUMAN SERVICES COUNCIL (4-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jeff Dannick; appointed 4/14-7/17 by Cook; 7/21 by Walkinshaw) Term exp. 7/25 <i>Resigned</i>	Braddock District #1 Representative		Walkinshaw	Braddock
Robert L. Faherty (Appointed 9/99-7/02 by Kauffman; 7/06- 7/18 by McKay) Term exp. 7/22	Lee District #2 Representative		Lusk	Lee
VACANT (Formerly held by Lanita R. Thweatt; appointed 6/19-7/20 by Storck) Term exp. 7/24 <i>Resigned</i>	Mount Vernon District #1 Representative		Storck	Mount Vernon

**INFORMATION TECHNOLOGY POLICY  
ADVISORY COMMITTEE (ITPAC) (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Rajni Goel (Appointed 1/20 by Foust) Term exp. 12/22	Dranesville District Representative		Foust	Dranesville
Richard A. Kostro (Appointed 7/18-1/20 by Storck) Term exp. 12/22	Mount Vernon District Representative	<b>Richard A. Kostro</b>	Storck	Mount Vernon

**JUVENILE AND DOMESTIC RELATIONS COURT  
CITIZENS ADVISORY COUNCIL (2-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Jan B. Reitman appointed 7/14-1/20 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason

**OVERSIGHT COMMITTEE ON DISTRACTED AND  
IMPAIRED DRIVING (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Annette Koklauner (Appointed 1/16 by Bulova) Term exp. 6/19	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Sarah McCue (Appointed 3/19 by Alcorn) Term exp. 6/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

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**OVERSIGHT COMMITTEE ON DISTRACTED AND  
IMPAIRED DRIVING (3-year terms)**

Continued from previous page

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		Palchik	Providence
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

**PARK AUTHORITY (4-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Kiel Stone (Appointed 10/17- 11/18 by Cook) Term exp. 12/22	Braddock District Representative		Walkinshaw	Braddock
Linwood M. Gorham (Appointed 2/11-11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Mount Vernon District Representative	<b>Linwood M. Gorham</b>	Storck	Mount Vernon
Michael W. Thompson (Appointed 7/12-11/18 by Herrity) Term exp. 12/22	Springfield District Representative		Herrity	Springfield

<b>PLANNING COMMISSION (4-year terms)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Timothy J. Sargeant (Appointed 2/06 by Connolly; 12/10-11/18 by Bulova) Term exp. 12/22	At-Large #2 Representative		By Any Supervisor	At-Large
Julie M. Strandlie (Appointed 12/14- 11/18 by Gross) Term exp. 12/22	Mason District Representative		Gross	Mason
Peter F. Murphy (Appointed 12/82 by Travesky; 11/89-12/06 by McConnell; 12/10- 11/18 by Herrity) Term exp. 12/22	Springfield District Representative		Herrity	Springfield

<b>POLICE CIVILIAN REVIEW PANEL (3-year terms)</b>
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<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Shirley A. Norman- Taylor appointed 2/19 by Bulova; 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #3 Representative		By Any Supervisor	At-Large

**POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Brendan D. Harold (Appointed 5/05- 11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative	<b>Brendan D. Harold</b> (Storck)	By Any Supervisor	At-Large
James E. Bitner (Appointed 5/17- 10/18 by Bulova) Term exp. 6/22	Citizen At-Large #3 Representative		By Any Supervisor	At-Large

**SMALL BUSINESS COMMISSION (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Kelly Hebron; appointed 11/08- 12/17 by McKay; 12/20 by Lusk) Term exp. 12/23 <i>Resigned</i>	Lee District Representative		Lusk	Lee

**TENANT-LANDLORD COMMISSION (3-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Kenneth Reid; appointed 10/25 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large

Continued on next page

**TENANT-LANDLORD COMMISSION (3-year terms)**

Continued from previous page

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Shahana Begum Islam; appointed 6/20 by Palchik) Term exp. 1/23 <i>Resigned</i>	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Christopher Lee Kocsis; appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Anup Nair; appointed 6/21 by Palchik) Term exp. 1/24 <i>Resigned</i>	Tenant Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

<b>TRANSPORTATION ADVISORY COMMISSION (2-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alexis Glenn (Appointed 9/20 by Lusk) Term exp. 6/22	Lee District Representative		Lusk	Lee

<b>TREE COMMISSION (3-year terms)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville
Cory A. Suter (Appointed 2/20 by Herrity) Term exp. 10/22	Springfield District Representative		Herrity	Springfield

<b>TRESPASS TOWING ADVISORY BOARD (3-year terms)</b>
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John Theodore Fee (Appointed 6/06-9/07 by Connolly; 9/10- 0/19 by Bulova) Term exp. 9/22	Citizen Representative		By Any Supervisor	At-Large

**TYSONS TRANSPORTATION SERVICE DISTRICT  
ADVISORY BOARD (2-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Barry Mark; appointed 3/15-2/17 by Bulova) Term exp. 2/19 <i>Resigned</i>	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Brad Swanson; appointed 2/21-2/21 by Alcorn) Term exp. 2/23 <i>Resigned</i>	Hunter Mill District #1 Representative		Alcorn	Hunter Mill

**UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Frank Henry Grace (Appointed 5/01-6/02 by Hanley; 10/06 by Connolly; 7/10-7/18 by Bulova) Term exp. 7/22	Citizen Appointed by BOS #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maria Teresa Valenzuela; appointed 7/16-11/17 by Bulova) Term exp. 10/21 <i>Resigned</i>	Citizen Appointed by BOS #4 Representative		By Any Supervisor	At-Large

**WETLANDS BOARD (5-year terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
Kimberly V. Larkin (Appointed 10/16- 12/18 by Storck) Term exp. 12/22	At-Large #1 Representative	<b>Kimberly V. Larkin</b> (Storck)	By Any Supervisor	At-Large
Douglas M. Kleine (Appointed 5/18 by Storck) Term exp. 12/22	Mount Vernon District #1 Representative		Storck	Mount Vernon

**YOUNG ADULTS ADVISORY COMMITTEE  
(2-year terms - limited to 2 full terms)**

<u><b>Incumbent History</b></u>	<u><b>Requirement</b></u>	<u><b>Nominee</b></u>	<u><b>Supervisor</b></u>	<u><b>District</b></u>
VACANT (Formerly held by Sarah Bufano; appointed 7/20-1/22 by Walkinshaw) Term exp. 1/24 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Jessica Sun; appointed 6/20-2/22 by Palchik) Term exp. 1/24 <i>Resigned</i>	Providence District Representative		Palchik	Providence

**NEW BOARDS****AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
NEW POSITION	Mason District Representative		Gross	Mason

**CONFIRMATION NEEDED:**

- Ms. Jill Norcross as the Northern Virginia Affordable Housing Alliance Representative

**FAIRFAX COUNTY 250TH COMMISSION (6-year terms)**

<b><u>Incumbent History</u></b>	<b><u>Requirement</u></b>	<b><u>Nominee</u></b>	<b><u>Supervisor</u></b>	<b><u>District</u></b>
VACANT (Formerly held by Bobbi Bowman; appointed 10/21 by McKay) Term exp. 6/27 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's

Board Agenda Item  
December 6, 2022

10:00 a.m.

Board Adoption of the 2023 Legislative Program for the Virginia General Assembly,  
Approval of the County's 118<sup>th</sup> Congress Federal Legislative Strategy and Principles

ISSUE:

Board adoption of a legislative program for the 2023 Session of the Virginia General Assembly and Board approval of federal legislative strategy and principles for the 118<sup>th</sup> Congress.

TIMING:

Immediate. On November 1, 2022, the Board of Supervisors held a public hearing on the 2023 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 13, 2022. The General Assembly will convene January 11, 2023, and is scheduled to adjourn on February 25, 2023.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the 118<sup>th</sup> Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:

The draft state legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative positions for the County at the 2023 Session of the Virginia General Assembly; rather than being included as an addendum, the human services issue paper has been incorporated into the legislative program. After adoption by the Board, final versions of these documents will be available at <https://www.fairfaxcounty.gov/boardofsupervisors/> under "2023 Board Legislative Reports." In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

Draft federal strategy and principles were also developed as part of the Legislative Committee process. Discussion took place at the November 22, 2022, meeting. Staff recommendations presented to the Committee focused on areas determined to be of

Board Agenda Item  
December 6, 2022

strategic importance to the County, including the federal budget, funding for transportation, federal agency relocation and consolidation, human services, and public safety. Specifics on budget items, as well as federal funding opportunities, will be reported periodically to the Board. The federal strategies and principles contain the Legislative Committee's recommended positions for the County during the 118<sup>th</sup> Congressional session.

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2023 Board Legislative Reports," by December 5, 2022.

Attachment I – Draft Fairfax County Legislative Program for the 2023 Virginia General Assembly

Attachment II – Draft 118<sup>th</sup> Congress Federal Legislative Strategy and Principles

STAFF:

Bryan J. Hill, County Executive

Claudia Arko, Legislative Director

Tom Biesiadny, Director, Department of Transportation

Board Agenda Item  
December 6, 2022

10:30 a.m.

Matters Presented by Board Members

Board Agenda Item  
December 6, 2022

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item  
December 6, 2022

ADMINISTRATIVE – 1

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Barney Road (Sully District)

ISSUE:

Authorization of a public hearing on a proposal to vacate a portion of Barney Road.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the vacation of the subject right-of-way.

TIMING:

The Board should take action on December 6, 2022, to provide sufficient time to advertise the public hearing for January 24, 2023, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh Colucci Lubeley & Walsh PC, on behalf of their client, Matan Glorus Road, LLC, is requesting that a portion of Barney Road be vacated under §15.2-2272(2) of the Virginia Code. The applicant is seeking this request to support the consolidation and the development of their parcels (Tax Map Nos. 33-2 ((2))-0009, 33-2 ((2))-009A, and 33-2 ((2))-010D). The applicant has filed a rezoning (RZ-2022-SU-00010) for the expansion of a surface parking area that will serve an adjacent approved industrial development (approved RZ 2020-SU-002).

The subject portion of Barney Road, north of Thompson Road and south of Adkins Road, is unconstructed. The subject portion of Barney Road was dedicated as part of the "Fairwood Estates" (Deed Book 1099, Page 404) on the plat dated July 31, 1953. The subject portion of Barney Road is not in the VDOT Secondary System of Highways.

Traffic Circulation and Access

The vacation will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Vacation

The project manager has concluded that the vacation proposed meets Virginia Code 15.2-2272 criteria and will not cause irreparable damage to any lots.

Board Agenda Item  
December 6, 2022

The proposal to vacate these rights-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicated any opposition to the proposal.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment I: Application Letter of Justification  
Attachment II: Notice of Intent to Vacate  
Attachment III: Ordinance of Vacation  
Attachment IV: Metes and Bounds  
Attachment V: Vacation Plat  
Attachment VI: Vicinity Map

STAFF:  
Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division  
Greg Fuller, Section Chief, FCDOT-Site Analysis Section (SAS)  
Michelle Guthrie, FCDOT-SAS  
Jeffrey Edmondson, FCDOT-SAS

ASSIGNED COUNSEL:  
Randall Greehan, Assistant County Attorney



**WALSH COLUCCI  
LUBELEY & WALSH PC**

H. Mark Goetzman  
Phone: 703.528.4700 x5452  
Fax: 703.528.6050  
mgoetzman@thelandlawyers.com

April 20, 2022

BY COURIER AND ELECTRONIC MAIL

Gavin Derleth, Michelle Guthrie and Jeffrey Edmondson  
Fairfax County Department of Transportation  
4050 Legato Rd, Ste 400  
Fairfax, VA 22033-2895

Re: Request for Proposed Vacation of portions of Barney Road, Sully  
District, Fairfax County, Virginia

Dear Gavin, Michelle and Jeffrey:

This letter constitutes a request and statement of justification to vacate portions of Barney Road, Fairfax County, Virginia. The four portions of Barney Road to be vacated are located in the Sully Magisterial District (hereinafter referred to as "**Vacation Area 1**", "**Vacation Area 2**", "**Vacation Area 3**", and "**Vacation Area 4**"; collectively, the "**Vacation Areas**"). This request is made on behalf of Matan Glorus Road, LLC, a Virginia limited liability company ("**Applicant**"). By way of background, the Applicant has recently filed a RZ-2022-SU-00010 and Proffered Condition Amendment Application RZPA-2022-SU-00049 for the proposed rezoning and proffered condition amendment to allow the expansion of a surface parking area that is currently being constructed to serve an industrial development that was approved by the Fairfax County Board of Supervisors in conjunction with RZ 2020-SU-002 (collectively, "**Rezoning/PCA Application**"). The Rezoning/PCA Application is filed on approximately 16.14 acres consisting of Tax Map Parcel #'s 33-2 ((2)) 9, 33-2 ((2)) 9A, 33-2 ((2)) 10D, and a portion of the Vacation Areas.

The Vacation Areas to be vacated are shown on the plat entitled "Plat Showing Vacation of Portions of Barney Road Fairwood Estates, Deed Book 1099 Page 404, Sully District, Fairfax County, Virginia" prepared by VIKA Virginia LLC, dated February 28, 2022, and revised as of March 18, 2022.

The parcels located adjacent to the Vacation Areas are Tax Map Parcel #'s 33-2 ((2)) 9, 33-2 ((2)) 9A, 33-2 ((2)) 10D, and 33-2 ((2)) 10A1. The Applicant is the owner of Tax Map Parcel #'s 33-2 ((2)) 9, 33-2 ((2)) 9A, and 33-2 ((2)) 10D. Stonecroft Lee LLC, which owns Tax Map Parcel # 33-2 ((2)) 10A1, is agreeable to the vacation.

The Vacation Areas were dedicated for public street purposes, by virtue of that certain Deed of Dedication recorded in Deed Book 1099 at Page 404, among the land records of Fairfax County, Virginia. In conjunction with the proposed Rezoning/PCA Application, the Applicant requests the vacation of the Vacation Areas, as the Vacation Areas consist of a "paper street" only, having never been constructed and unlikely to be constructed due to the presence of Resource Protection Area, floodplain, and environmentally sensitive areas to the north and west of the Vacation Areas. The Vacation Areas are not required for roadway purposes.

**ATTORNEYS AT LAW**

703 528 4700 ■ WWW.THELANDLAWYERS.COM  
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 ■ PRINCE WILLIAM 703 680 4664 ■ WINCHESTER 540 667 4912

The vacation of the Vacation Areas is requested pursuant to Virginia Code Sections 15.2-2272.

The total area to be vacated is 41,722 square feet.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,  
WALSH, COLUCCI, LUBELEY & WALSH, P.C.

  
H. Mark Goetzman

cc: Alysia Yi  
Robert Brant  
Frank Jenkins  
Brian Morris

NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING  
PARTS OF A PLAT ON WHICH IS SHOWN

(Barney Road)

Sully District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 24, 2023, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204 and §15.2-2272, vacating portions of Barney Road totaling approximately 42,021 square feet, which are part of the plats, recorded in Deed Book 1099, at Page 404, and in Deed Book 27323, at Page 459. The road is located adjacent to Tax Map Parcel Numbers 33-2 ((2)) 9, 33-2 ((2)) 9A, 33-2 ((2)) 10D, and 33-2 ((2)) 10A1, and is described and shown on the metes and bounds schedules dated March 10, 2022 and August 30, 2022 respectively, and on the plat dated February 28, 2022, revised as of March 18, 2022, and further revised as of August 30, 2022, each prepared by VIKI Virginia LLC, all of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

SULLY DISTRICT.

ADOPTION OF AN ORDINANCE VACATING  
PARTS OF A PLAT ON WHICH IS SHOWN

(Barney Road)

Sully District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on January 24, 2023, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Parts of the Plats showing street dedication of Barney Road, recorded in Deed Book 1099 at Page 404 and in Deed Book 27323 at Page 459, on which is shown Barney Road, comprising a total area of 42,021 square feet, located adjacent to Tax Map Parcel Numbers 33-2 ((2)) 9, 33-2 ((2)) 9A, 33-2 ((2)) 10D, and 33-2 ((2)) 10A1, and described and shown on the metes and bounds schedules dated March 10, 2022, and August 30, 2022, respectively, and on the plat dated February 28, 2022, revised as of March 18, 2022, and further revised as of August 30, 2022, prepared by VIKA Virginia LLC, and attached hereto and incorporated herein, be and the same are hereby vacated, pursuant to Virginia Code Ann. §15.2-2272.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper  
Clerk for the Board of Supervisors

**VIKA Virginia, LLC**  
 8180 Greensboro Dr.  
 Suite 200  
 Tysons, VA 22102  
 703.442.7800  
[vika.com](http://vika.com)

**VACATION AREA 1**

**MARCH 10, 2022  
 DESCRIPTION OF  
 A PORTION OF BARNEY ROAD  
 DEED BOOK 1099 PAGE 404  
 FAIRFAX COUNTY, VIRGINIA**

Being a portion of Barney Road, unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found, said iron pipe marking the intersection of the westerly right-of-way line of Barney Road, unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404 and the northerly right-of-way line of Thompson Road, fifty-foot public right-of-way, as recorded in Deed Book 1099 at Page 404, all among the aforesaid Land Records, said point also being the southeast corner of Parcel 9A Fairwood Estates, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records; thence running with the said westerly right-of-way line of Barney Road the following course and distance

1. North 32°34'17" East, 149.05 feet to an iron pipe found, said iron pipe marking the northeasterly most corner of said Parcel 9A and the southeasterly most corner of Parcel 9 Fairwood Estates, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records; thence running so as to cross and include a portion of Barney Road the following two courses and distances:
2. South 58°49'22" East, 22.59 feet to the centerline of Barney Road; thence running with the said centerline of Barney Road the following course and distance
3. South 32°47'01" West, 142.38 feet to a point on the aforementioned northerly right-of-way line of Thompson Road; thence running with the said northerly right-of-way line of Thompson Road the following course and distance
4. North 75°33'10" West, 23.20 feet to the point of beginning and containing 3,250 square feet or 0.07461 acres of land more or less.

Q:\Projects\8136\8136E\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136E 2022-03-10 BARNEY ROAD VAC AREA 1.docx



**VIKA Virginia, LLC**  
 8180 Greensboro Dr.  
 Suite 200  
 Tysons, VA 22102  
 703.442.7800  
[vika.com](http://vika.com)

**VACATION AREA 2**

**MARCH 10, 2022  
 DESCRIPTION OF  
 A PORTION OF BARNEY ROAD  
 DEED BOOK 1099 PAGE 404  
 FAIRFAX COUNTY, VIRGINIA**

Being a portion of Barney Road, unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found, said iron pipe being the northeasterly most corner of Parcel 9A and the southeasterly most corner of Parcel 9 Fairwood Estates, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records; thence running with the said westerly right-of-way line of Barney Road the following course and distance

1. North 32°34'17" East, 724.34 feet to an iron pipe found on the southerly right-of-way line of Adkins Road, fifty-foot unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records said iron pipe also being the northeasterly corner of said Parcel 9; thence running with the said southerly right-of-way line of Adkins Road the following course and distance:
2. South 39°49'17" East, 26.47 feet to the centerline of Barney Road; thence running so as to cross and include a portion of Barney Road the following two courses and distances
3. South 32°47'01" West, 858.17 feet to a point; thence
4. North 58°49'22" West, 22.59 feet to the point of beginning and containing 17,218 square feet or 0.39527 acres of land more or less.

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**VIKA Virginia, LLC**  
 8180 Greensboro Dr.  
 Suite 200  
 Tysons, VA 22102  
 703.442.7800  
[vika.com](http://vika.com)

**VACATION AREA 3**

**MARCH 10, 2022  
 DESCRIPTION OF  
 A PORTION OF BARNEY ROAD  
 DEED BOOK 1099 PAGE 404  
 FAIRFAX COUNTY, VIRGINIA**

Being a portion of Barney Road, unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found, said iron pipe being the northwesterly most corner of Parcel 10C and the southwesterly most corner of Parcel 10 Fairwood Estates, as recorded in Deed Book 25992 at Page 283 and in Deed Book 1099 at Page 404, respectively, all among the aforesaid Land Records; thence running so as to cross and included a portion of Barney Road the following two courses and distances

1. North 89°44'05" West, 29.65 feet to point on the centerline of said Barney Road; thence
2. North 32°47'01" East, 374.50 feet to a point on the southerly right-of-way line of Adkins Road, unimproved fifty-foot public right-of-way, as recorded in Deed Book 1099, at Page 404, among the aforesaid Land Records; thence running with the said southerly right-of-way line of Adkins Road the following course and distance
3. South 39°49'17" East, 26.20 feet to an iron pipe found, said iron pipe marking the northwesterly most corner of aforesaid Parcel 10 Fairwood Estates and the easterly right-of-way line of Barney Road; thence running with the said easterly right-of-way line of Barney Road the following course and distance
4. South 32°47'00" West, 350.73 feet to the point of beginning and containing 9,066 square feet or 0.20813 acres of land more or less.

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**VIKA Virginia, LLC**

8180 Greensboro Dr.

Suite 200

Tysons, VA 22102

703.442.7800

[vika.com](http://vika.com)**VACATION AREA 4**

**MARCH 10, 2022  
DESCRIPTION OF  
A PORTION OF BARNEY ROAD  
DEED BOOK 1099 PAGE 404  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Barney Road, unimproved public right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found on the northerly right-of-way line of Thompson Road fifty-foot public right-of-way, as recorded in Deed Book 1099 at Page 404, and in Deed Book 25992 at Page 283, all among the aforesaid Land Records; thence running with the said northerly right-of-way line of Thompson Road the following course and distance

1. North 75°33'10" West, 26.34 feet to point on the centerline of said Barney Road; thence running so as to cross and include a portion of Barney Road the following two courses and distances
2. North 32°47'01" East, 483.67 feet to a point; thence
3. South 89°44'05" East, 29.65 feet to an iron pipe found, said iron pipe marking the southwesterly most corner of aforesaid Parcel 10 Fairwood Estates and the northwesterly most corner of aforesaid Parcel 10C; thence running with the said easterly right-of-way line of Barney Road the following course and distance
4. South 32°47'00" West, 491.32 feet to the point of beginning and containing 12,188 square feet or 0.27980 acres of land more or less.

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**VIKA Virginia, LLC**

8180 Greensboro Dr.

Suite 200

Tysons, VA 22102

703.442.7800

[vika.com](http://vika.com)**AREA 5**

**AUGUST 30, 2022  
DESCRIPTION OF  
A PORTION OF BARNEY ROAD  
DEED BOOK 27323 PAGE 459  
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Barney Road, unimproved public right-of-way, as recorded in Deed Book 27323 at Page 459, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found on the northerly right-of-way line of Thompson Road fifty-foot public right-of-way, as recorded in Deed Book 1099 at Page 404, and in Deed Book 25992 at Page 283, all among the aforesaid Land Records; thence running with the easterly right-of-way line of Barney Road the following course and distance

1. North 32° 47' 00" East, 28.70 feet to point, said point being the southwesterly most corner of Parcel 10C Fairwood Estates, as recorded in Deed Book 27323, at Page 459, among the aforesaid Land Records; thence running so as to cross and include a portion of Barney Road the following two courses and distances
2. South 11° 13' 09" East, 30.04 feet to a point on the aforementioned northerly right-of-way line of Thompson Road; thence
3. North 75° 59' 07" West, 22.04 feet to the point of beginning and containing 299 square feet or 0.00686 acres of land more or less.

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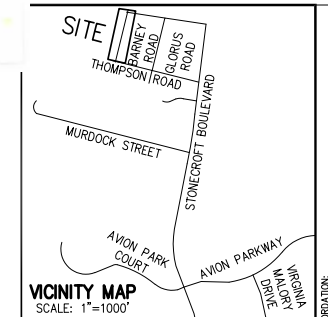


**NOTES:**

1. THE ADJACENT PROPERTIES SHOWN HEREON ARE IDENTIFIED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 033-2-02-0009, 033-2-02-0009A, 033-2-02-0010A1, 033-2-02-0010D AND ARE ZONED I-4 AND I-3.
2. THE SUBJECT PROPERTIES ARE LOCATED IN ZONE "AE" (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 51059C0115E, COMMUNITY NUMBER 515525 0115 E, FOR FAIRFAX COUNTY VIRGINIA, DATED SEPTEMBER 17, 2010. ZONE "AE" IS IDENTIFIED AS A SPECIAL FLOOD HAZARD ZONE AREA. ZONE "X" IS NOT IDENTIFIED AS A SPECIAL FLOOD HAZARD ZONE AREA.
3. THIS PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE HORIZONTAL DATUM OF VIRGINIA STATE GRID NORTH 1983 (VCS 83)
4. THE HORIZONTAL CLOSURE AND ACCURACY OF THE SURVEY CONTROL USED TO PERFORM THIS SURVEY IS 1:125,422 WHICH EXCEEDS THE MINIMUM PRECISION OF 1:20,000 WITH THE ATTENDANT ANGULAR CLOSURE WHICH SUSTAINS THE ERROR OF CLOSURE.
5. THE BOUNDARY INFORMATION SHOWN HEREON IS A COMPILATION OF A FIELD RUN BOUNDARY SURVEY PERFORMED BY VIKI VIRGINIA, LLC AND FROM INFORMATION OF RECORD DEEDS AND/OR PLATS.
6. ALL KNOWN PLOTTABLE EASEMENTS OF RECORD ARE SHOWN HEREON. ALL PREVIOUSLY RECORDED R/W, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
7. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD PLAIN EASEMENT WITHOUT THE SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
8. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICE TO BE FURNISHED TO THE PROPERTY SHOWN ON THIS PLAT SHALL COMPLY WITH THE PROVISIONS OF VIRGINIA CODE 15.2-2241(6).
9. CONSERVATION EASEMENT(S) AS SHOWN, IS/ARE FOR BMP CREDITS, AND IS A WATER QUALITY MANAGEMENT AREA; NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, NOR SHALL ANY DISTURBANCE OCCUR IN THE CONSERVATION EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
10. FLOODPLAIN AND STORM DRAINAGE EASEMENT AS SHOWN; NO USE OR IMPROVEMENTS SHALL BE MADE, WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

**VACATION AREA TABULATION:**EXISTING BARNEY ROAD (PORTIONS VACATED)

VACATION AREA 1.....	3,250 SF OR 0.07461 ACRES
VACATION AREA 2.....	17,218 SF OR 0.39527 ACRES
VACATION AREA 3.....	9,066 SF OR 0.20813 ACRES
VACATION AREA 4.....	12,188 SF OR 0.27980 ACRES
VACATION AREA 5.....	299 SF OR 0.00686 ACRES
<b>TOTAL AREA VACATED.....</b>	<b>42,021 SF OR 0.96467 ACRES</b>



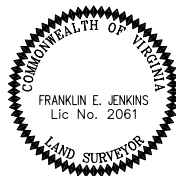
THE INFORMATION, DESIGN, AND CONTENT OF THESE DRAWINGS AND/OR DOCUMENTS HERETO ARE PROPRIETARY TO VIKI VIRGINIA, L.L.C. AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE DIGITALLY FORWARDED, SHARED OR COPIED, DIGITALLY CONVERTED, MODIFIED, OR USED FOR ANY PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKI VIRGINIA, L.L.C. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED, SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR CONSTRUCTION PURPOSES. © 2019 VIKI VIRGINIA, LLC

**SURVEYOR'S CERTIFICATE:**

I, FRANKLIN E. JENKINS, A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT OF RIGHT-OF-WAY VACATION AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS PLAT OF RIGHT-OF-WAY VACATION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT; THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS '83), SEE NOTE 3.

FRANKLIN E. JENKINS  
LICENSED LAND SURVEYOR  
VIRGINIA # 2061



DATED \_\_\_\_\_

PLAT SHOWING  
**VACATION OF  
PORTIONS OF  
BARNEY ROAD  
FAIRWOOD ESTATES**

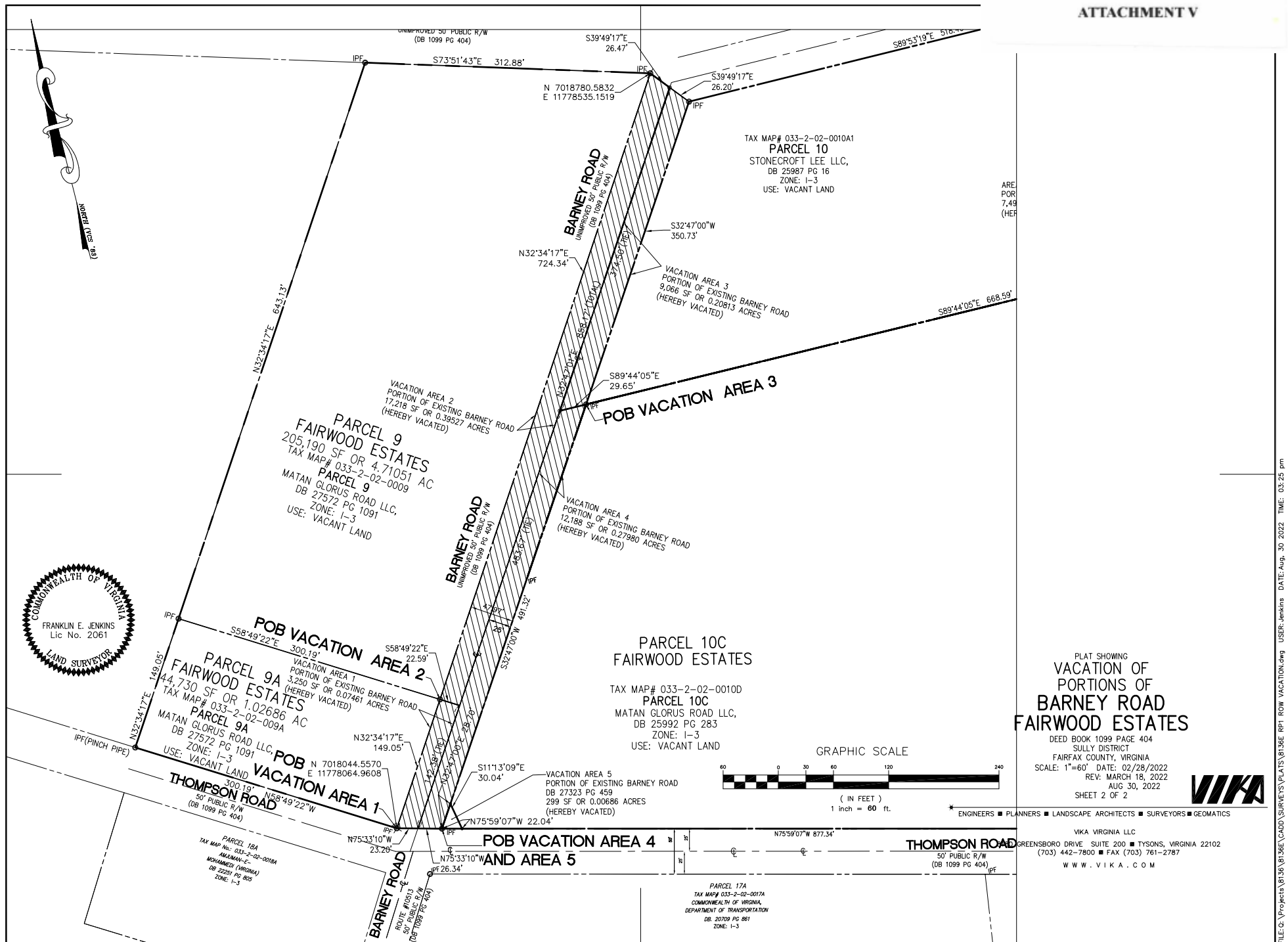
DEED BOOK 1099 PAGE 404  
SULLY DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
SCALE: AS SHOWN DATE: 02/28/2022  
REV: MARCH 18, 2022  
AUG 30, 2022  
SHEET 1 OF 2



\* ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GEOMATICS

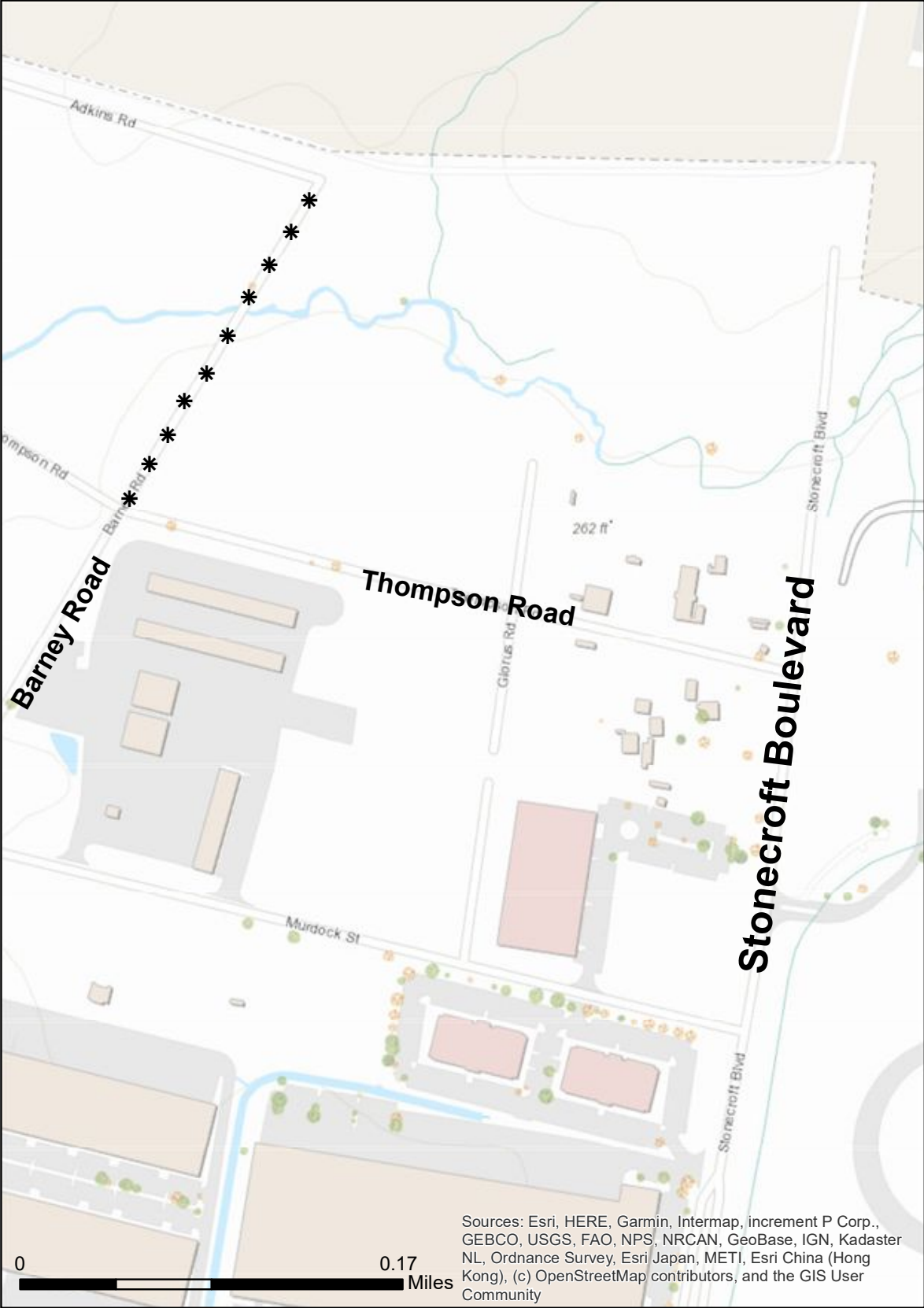
VIKA VIRGINIA LLC  
8180 GREENSBORO DRIVE SUITE 200 ■ TYSONS, VIRGINIA 22102  
(703) 442-7800 ■ FAX (703) 761-2787  
WWW.VIKA.COM

RP



# Barney Road Vacation

## Sully District



Tax Map 33-2

\* Denotes Areas to be Vacated

Board Agenda Item  
December 6, 2022

## ADMINISTRATIVE – 2

### Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Portions of Scotts Crossing Road (Providence District)

#### ISSUE:

Authorization of a public hearing on a proposal to vacate and abandon portions of Scotts Crossing Road.

#### RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the vacation and abandonment of the subject right-of-way.

#### TIMING:

The Board should take action on December 6, 2022, to provide sufficient time to advertise the public hearing for January 24, 2023, at 4:30 p.m.

#### BACKGROUND:

The applicant, McGuire Woods LLP, on behalf of their client, 1820 Dolley Madison, LLC, is requesting that portions of Scotts Crossing Road be vacated under §15.2-2272 of the Virginia Code and abandoned under §33.2-909 of the Virginia Code. As a result of the Board's approval of RZ 2011-PR-009, the applicant is seeking this request to complete the redevelopment plans associated with the approved rezoning. The subject area of Scotts Crossing Road would be incorporated into the redevelopment, consistent with the approved zoning case and pending Site Plan.

The subject portions of Scotts Crossing Road are located along the northern side of Scotts Crossing Road north of the intersection of Dolley Madison Boulevard and Scotts Crossing Road. The subject portions of right-of-way are outside of the vehicular travel lanes and do not impact the overall mileage of Scotts Crossing Road. Scotts Crossing Road was originally created pursuant to Deed Book 9673 Page 590, among the land records of Fairfax County, Virginia, between West\*Gate, a Virginia Limited Partnership, and the Board of Supervisors of Fairfax County. The property that abuts the existing right-of-way to be vacated is currently occupied by Tax Map 0294-05-0009A, to which the land would revert after the vacation. The total area to be vacated is approximately 18,939 square feet.

Board Agenda Item  
December 6, 2022

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Vacation

The project manager has certified that all vacation requirements for this proposal have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Justification  
Attachment II: Notice of Intent to Vacate and Abandon  
Attachment III: Ordinance of Vacation  
Attachment IV: Abandonment Order  
Attachment V: Metes and Bounds Description  
Attachment VI: Vacation/Abandonment Plat  
Attachment VII: Vicinity Map  
Attachment VIII: RZ 2011-PR-009 CDP Excerpts

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Jeff Hermann, Division Chief, FCDOT  
Greg Fuller, Section Chief, FCDOT  
Michelle Guthrie, FCDOT  
Jeffrey Edmondson, FCDOT

ASSIGNED COUNSEL:

Randall Greehan, Assistant County Attorney

November 12, 2020

Jeff Edmondson  
Fairfax County Department of Transportation  
4050 Legato Rd, Suite 400  
Fairfax, Virginia 22033

Re: Scotts Run North Right-of-Way Vacation

Dear Mr. Edmondson,

On behalf of my client, 1820 Dolley Madison, LLC (the current owner of the Property as defined below), I request that the County review the final application and notice a public hearing as soon as possible for the vacation of right-of-way (ROW) associated with Scotts Crossing Road.

The subject ROW was originally dedicated to the County for public purposes associated with the construction of Scotts Crossing Road. RZ 2011-PR-009 (the "Rezoning") was approved by the Board of Supervisors (BOS) on June 2, 2015 for the land area commonly known as "Scotts Run North" [Tax Map 29-4 ((5)) 9, 9A and 10A], (the "Property"). On April 8, 2014, the BOS authorized right of way associated with Scotts Crossing Road to be included in the rezoning application area and ultimately to be vacated (the "ROW"). The ROW area to be vacated totals approximately 18,346 square feet and includes the "Area of proposed vacation ROW vacation +/-7,573 SF" and "Area of proposed ROW vacation +/- 10,773 SF", as shown on Sheet C12.0 of the approved CDP, as attached as Attachment 1. The ROW has also been recently resurveyed and attached are the new plats and legal descriptions for the ROW to be vacated (see Attachments 2 and 3). Specifically, the ROW to be vacated now includes Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet.

The "Original ROW" was created pursuant to Deed Book and Page 9673-0590, dated February 6, 1996 (Attachment 4), between West\*Gate, A Virginia Limited Partnership ("Owner") and the Board of Supervisors of Fairfax County, Virginia ("County"), whereas the Owner was the owner of certain real property as shown on the plat attached to this deed, entitled "Plat Showing Right-of-Way Dedication, Right-of-Way Vacation, Quitclaim of a Portion of 25' Sanitary Sewer Easement, and Storm Drain Easement Dedication, and Resubdivision of Lots 8, 9, 10 and 11, Westgate Industrial Park". At the time, this property was located on Fairfax County Tax Map #29-4 ((5)) 7 – 11. Among other things, this deed provided for the dedication and conveyance in fee simple of a portion of property (96,724 square feet) for public street purposes, labeled on the Plat as "Hereby Dedicated for Public Street Purposes" for the construction of Scotts Crossing Road ("Scotts Crossing Dedication Land").

The Scotts Crossing Dedication Land was dedicated prior to the more recent Jones Branch Connector project (VDOT Project 8102-029-065), which provides a new link to Dolley

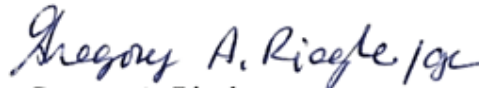
November 12, 2020

Page 2

Madison Boulevard (Route 123) over the Capital Beltway (I-495). A portion of the Original ROW that was previously dedicated was no longer needed for the ultimate construction of the Scotts Crossing Road extension / Jones Branch Drive Connector, and as such, the ROW was included in the 2011 rezoning application ultimately to be vacated and developed for public park purposes. This ROW vacation was reviewed during the rezoning review process by the Department of Planning and Zoning, FCDOT and VDOT. The VDOT memo has been included as Attachment 5.

Please review this application and do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Gregory A. Riegle / gr".

Gregory A. Riegle  
McGuireWoods LLP

Attachments

- Attachment 1: ROW Excerpt from RZ 2011-PR-009 CDP
- Attachment 2: Vacation Plats
- Attachment 3: Metes and Bounds Legal Descriptions
- Attachment 4: Original ROW - DB 9673-0590
- Attachment 5: RZ 2011-PR-009 – VDOT Memo
- Attachment 6: Vacation Ordinance and Order of Abandonment
- Attachment 7: Vicinity Map

NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

Scotts Crossing Road

Providence District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 24, 2023, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204 and § 15.2-2272, vacating a part of the plat of Scotts Crossing Road, recorded in Deed Book 9673, at Page 0590, on which Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; are to be vacated. The property to be vacated and abandoned is located on Tax Map 29-4, along Scotts Crossing Road and on the portion of Scotts Crossing Road north of its intersection with Dolley Madison Boulevard (Route 123), and is described and shown on the metes and bounds schedule and plat prepared by Bowman Consulting, dated November 11, 2020, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600. The property to be vacated is also shown on the Scotts Run North plat prepared by Cityline Partners revised through April 3, 2015, and approved by the Board of Supervisors on June 2, 2015, also on file with the Fairfax County Department of Transportation.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

PROVIDENCE DISTRICT.

ADOPTION OF AN ORDINANCE VACATING  
A PART OF A PLAT ON WHICH IS SHOWN

Scotts Crossing Road

Providence District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on January 24, 2023, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. § 15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Scotts Crossing Road, recorded in Deed Book 9673 at Page 0590, on which is shown Scotts Crossing Road Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; located on Tax Map 29-4, and described and shown on the metes and bounds schedule and plat prepared by Bowman Consulting, dated November 11, 2020, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. § 15.2-2272.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill Cooper  
Clerk for the Board of Supervisors

## ORDER OF ABANDONMENT

Scotts Crossing Road

PROVIDENCE DISTRICT  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 24<sup>th</sup> day of January, 2023, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Scotts Crossing Road Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; located on Tax Map 29-4, and described on the plat and metes and bounds schedule prepared by Bowman Consulting, dated November 11, 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Jill Cooper  
Clerk for the Board of Supervisors

November 11, 2020



DESCRIPTION OF A VACATION OF RIGHT-OF-WAY

**ON THE RIGHT-OF-WAY OF  
SCOTTS CROSSING ROAD**

Deed Book 9673 Page 590

Fairfax County, Virginia

**BEGINNING AT AN IRON PIPE (POB 1)** located on the northwest corner of Lot 9A, Westgate Industrial Park, said corner also being the right-of-way of Scotts Crossing Road; thence running with Lot 9A the following two (2) courses and distances

1. **S 70°40'14" E**, a distance of **242.42 feet** to an iron pipe; thence
2. **S 37°12'34" E**, a distance of **22.64 feet** to a point; thence
3. **S 50°25'51" W**, a distance of **36.72 feet** to a point; thence departing Lot 9A, and running through the right-of-way of Scotts Crossing road the following four (4) courses and distance
4. **17.86 feet**, along the length of an arc curving to the right having a radius of **14.08 feet**, a central angle of **72°40'44"**, and a chord bearing of **S 86°32'10" W**, and a chord length of **16.68 feet**; thence
5. **N 61°20'25" W**, a distance of **112.42 feet** to a point; thence
6. **N 55°10'27" W**, a distance of **120.40 feet** the **POINT OF BEGINNING**.

Containing an area of **7,619 Square Feet** or **0.17490 Acres** of land.

November 11, 2020



DESCRIPTION OF A VACATION OF RIGHT-OF-WAY

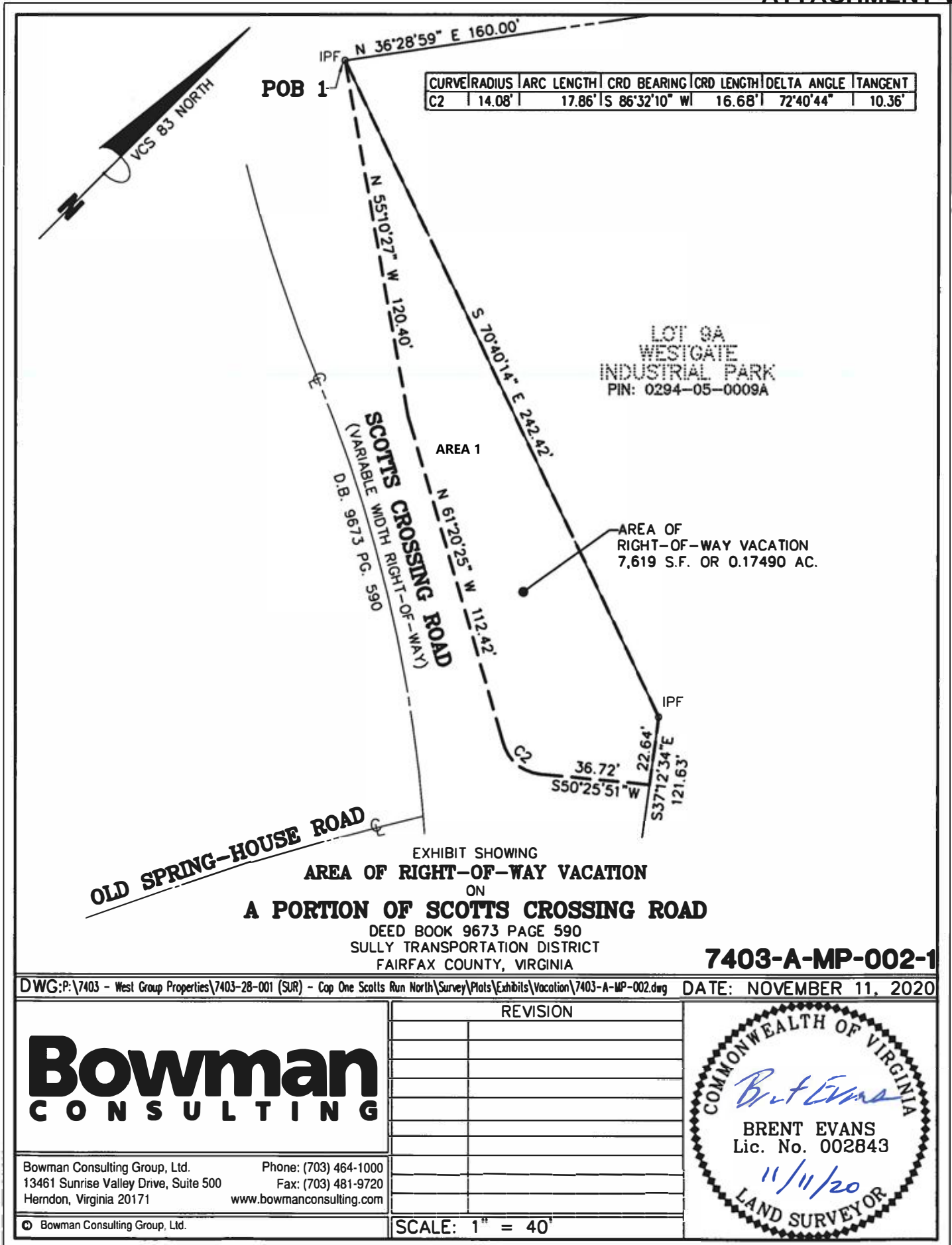
**ON THE RIGHT-OF-WAY OF  
SCOTTS CROSSING ROAD**

Deed Book 9673 Page 590  
Fairfax County, Virginia

**BEGINNING AT A POINT (POB 2)** lying on a westerly property line of Lot 9A, Westgate Industrial Park, said line also being the right-of-way of Scotts Crossing Road; thence running with Lot 9A the following three (3) courses and distances

1. **S 37°12'34" E**, a distance of **4.41 feet** to an iron pipe; thence
2. **N 59°42'25" E**, a distance of **65.00 feet** to an iron pipe; thence
3. **S 31°30'20" E** a distance of **87.99 feet** to an iron pipe being the south west corner of Lot 9A and being a corner to Lot 10A, Westgate Industrial Park ; thence departing Lot 9A, and running with Lot 10A the following two (2) courses and distance
4. **S 16°07'50" W**, a distance of **20.00 feet** to an iron pipe; thence
5. **S 06°47'30" E**, a distance of **43.11 feet** to a point; thence departing Lot 10A and running through the right-of-way of Scotts Crossing road the following four (4) courses and distance
6. **S 52°30'17" W**, a distance of **42.91 feet** to a point; thence
7. **N 39°45'37" W**, a distance of **134.47 feet** to a point; thence
8. **21.43 feet**, along the length of an arc curving to the right having a radius of **14.17 feet**, a central angle of **86°39'02"**, and a chord bearing of **N 06°27'24" W**, and a chord length of **19.44 feet** to a point; thence
9. **N 50°25'52" E**, a distance of **17.57 feet** to the **POINT OF BEGINNING**.

Containing an area of **11,320 Square Feet** or **0.25987 Acres** of land.



**THE GATES OF  
MCLEAN CONDOMINIUM  
UNIT OWNERS  
ASSOCIATION**  
D.B. 14562 PG. 264

REMAINDER AREA  
1,914 S.F. OR  
0.04393 AC.

LOT 9A  
WESTGATE  
INDUSTRIAL PARK  
PIN: 0294-05-0009A

LOT 9  
WESTGATE  
INDUSTRIAL PARK  
PIN: 0294-05-0009

LOT 10A  
WESTGATE  
INDUSTRIAL PARK  
PIN: 0294-05-0010A

AREA OF  
RIGHT-OF-WAY VACATION  
11,320 S.F. OR 0.25987 AC.

AREA 2

**SCOTTS CROSSING ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)  
D.B. 9673 PG. 590

POB 3

POB 2

LINE	BEARING	DISTANCE
L1	N 53°31'06" W	50.10'
L2	N 46°43'59" E	77.65'
L3	S 11°05'06" W	84.59'

CURVE	RADIUS	ARC LENGTH	CRD BEARING	CRD LENGTH	DELTA ANGLE	TANGENT
C1	14.17'	21.43'	N 06°27'24" E	19.44'	86°39'02"	13.36'

EXHIBIT SHOWING  
**AREA OF RIGHT-OF-WAY VACATION**  
ON  
**A PORTION OF SCOTTS CROSSING ROAD**  
DEED BOOK 9673 PAGE 590

AND  
**REMAINDER AREA**  
**THE GATES OF MCLEAN CONDOMINIUM UNIT**  
**OWNERS ASSOCIATION**  
DEED BOOK 14562 PAGE 264  
SULLY TRANSPORTATION DISTRICT  
FAIRFAX COUNTY, VIRGINIA

**7403-A-MP-002-2**

DWG:P:\7403 - West Group Properties\7403-28-001 (SUR) - Cap One Scotts Run North\Survey\Plots\Exhibits\Vacation\7403-A-MP-002.dwg

DATE: NOVEMBER 11, 2020

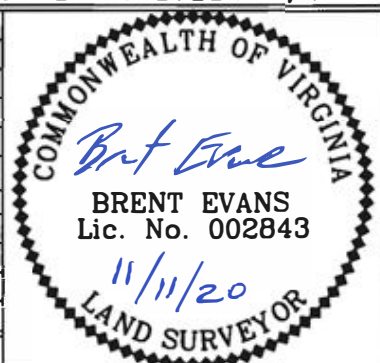
**Bowman**  
CONSULTING

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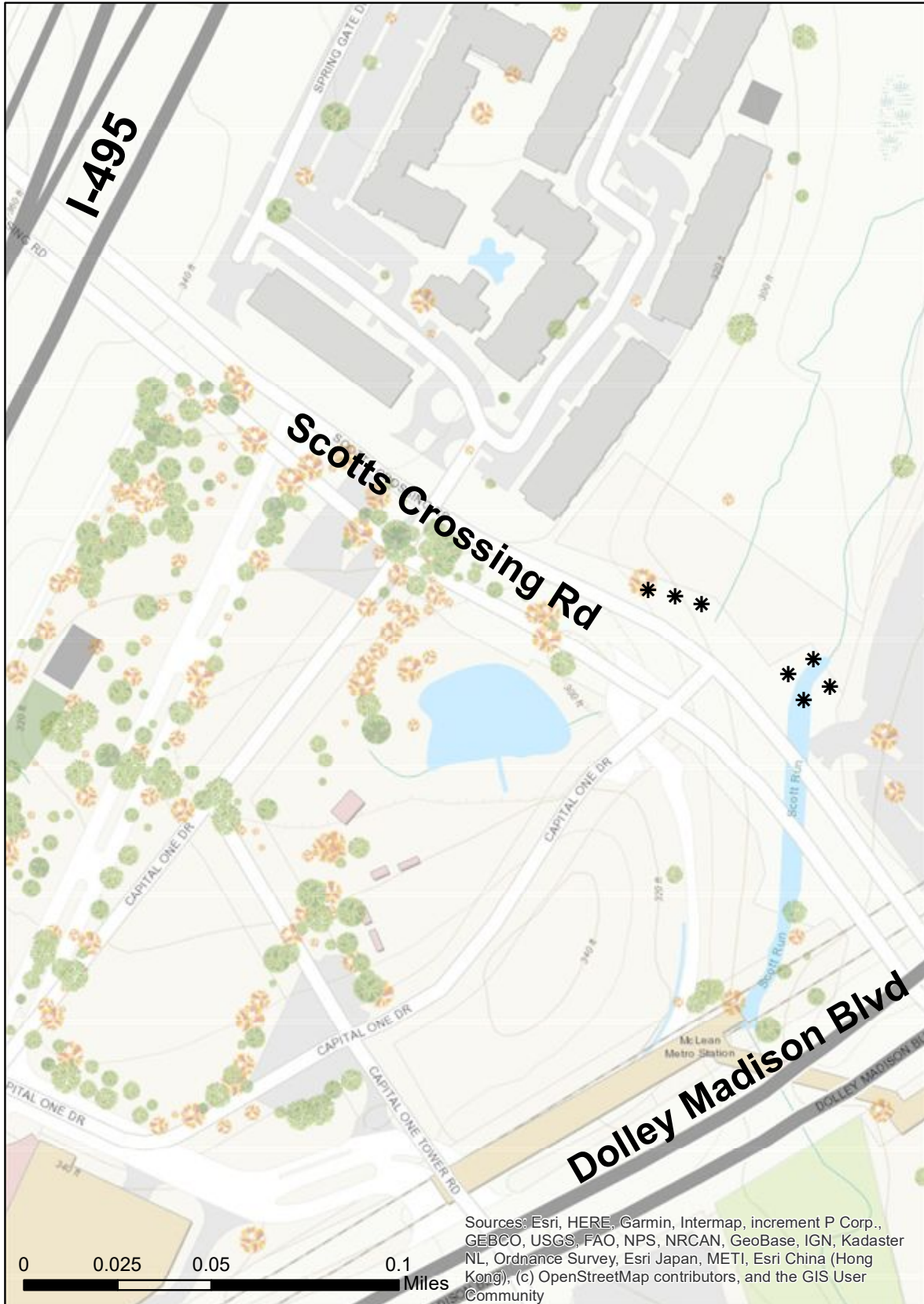
REVISION

SCALE: 1" = 40'



# Scotts Crossing Road Vacation

Providence District



Tax Map 29-4

\* Denotes Areas to be Vacated and Abandoned



Board Agenda Item  
December 6, 2022

## ADMINISTRATIVE - 3

### Authorization to Advertise a Public Hearing on Proposed Amendments to Fairfax County Code Section 84.1-8-3, Vehicle Requirements

#### ISSUE:

Board of Supervisors authorization to advertise a public hearing on proposed amendments to Fairfax County Code Section 84.1-8-3, Vehicle Requirements.

#### RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on January 24, 2023, at 3:30 p.m. on proposed amendments to Fairfax County Code Section 84.1-8-3, Vehicle Requirements.

#### TIMING:

Board action is requested on December 6, 2022, to advertise the public hearing before the Board of Supervisors on January 24, 2023, at 3:30 p.m.

On October 11, 2022, staff received a request from Old Dominion Transportation Group, Inc. (ODTG) regarding proposed amendments to the taxicab vehicle requirements. It is also important to note that on September 1, 2022, White Top Cab shut down operations in Fairfax County and returned their 20 taxicab certificates. ODTG now operates the remaining County taxicab fleet of 130 vehicles.

ODTG specifically asked for changes to the model-year age of the taxicab vehicle and the mileage requirement. Fairfax County Code Section 84.1-8-3(b) currently provides:

*It shall be unlawful to operate as a taxicab vehicle in the County any vehicle that has a model-year age greater than ten years or that has more than 500,000 miles, whichever occurs first. Vehicle age shall be calculated as if the vehicle was placed into service on December 31<sup>st</sup> of the vehicle year as shown on its Virginia motor vehicle registration.*

ODTG currently has 25 vehicles that will “age out” as of December 31, 2022. Of the 25 vehicles, 19 are company-owned and six are privately (driver)-owned. ODTG has 112 of their 130 vehicles active which will allow them to temporarily offset some of the vehicles that will “age out.” Additionally, staff is working with ODTG to allow the drivers of the six privately-owned vehicles to use company-owned vehicles without a lease fee from January 1, 2023, through January 24, 2023, should the Board approve the proposed amendments, to be effective January 25, 2023.

ODTG is requesting that model-year age be increased from 10 years to 12 or 15 years and that the mileage requirement be eliminated. ODTG cites the continued struggle with the effects of the pandemic as well as competition from the transportation network companies (TNCs). ODTG also references the different requirements of other surrounding jurisdictions. ODTG believes that it can continue to provide safe, comfortable transportation for their passengers if this request is approved.

Staff reviewed the surrounding jurisdictions and found that many allow for an older model-year age than Fairfax County, as shown in Table 1.

Table 1: Comparison of Taxicab Vehicle Requirements in Local Jurisdictions

<b>Jurisdiction</b>	<b>Model-Year Age</b>	<b>Mileage</b>
Fairfax County Current	10 years for all vehicles	Less than 500,000 miles
Fairfax County Proposal	<i>12 years for gasoline-only powered non-wheelchair accessible vehicles</i> <i>15 years for hybrid, plug-in hybrid, electric, and wheelchair accessible vehicles</i>	<i>None</i> <i>None</i>
Arlington County	12 years for gas vehicles 15 years for WAC 15 years for alternate fuel vehicles	None None None
City of Alexandria	10 years for gas vehicles 12 years for hybrid/alternate fuel <i>Considering the following:</i> <i>12 years for gas vehicles</i> <i>15 years for hybrid/alternate fuel</i>	None None <i>None</i> <i>None</i>
Prince William County	None	None
Montgomery County, MD	10 years for all vehicles	None
Washington, DC	8 years for all vehicles (with option to extend to 10)	275,000
Uber	15 years for all vehicles (VA)	None
Lyft	2006 or newer (Fairfax County)	None

ODTG also asked County staff to consider the disruption in the markets for new and used vehicles. Both companies and drivers are experiencing great difficulty in replacing vehicles at this time. ODTG provided the estimated vehicle replacement costs noted in Table 2 and their current inventory is comprised of 109 gas vehicles and 21 hybrid vehicles.

Table 2: Taxicab Vehicle Replacement Cost\*

Vehicle	New	Used
Vehicle (Gas)	\$31,000	\$20,000
Vehicle (Hybrid)	\$35,000	\$25,000-\$30,000
Vehicle (WAC)	\$62,000	N/A
Outfitting Vehicle (dressing, meter, paint, etc.)	\$1,000-\$2,000	\$1,000-\$2,000

\*As reported by ODTG for Ford Fusion and Toyota Camry/Prius.

Fairfax County Code Section 84.1-7-1(d) provides:

*Certificate holders will comply with minimum fuel economy standards. Each certificate holder will ensure that 60 percent or more of the gasoline-fueled taxicabs added to its fleet each year has a minimum Environmental Protection Agency combined city/highway fuel economy rating of 25 miles per gallon. This fuel economy requirement does not apply to wheelchair accessible taxicabs.*

After considering the above requirements and the practices of surrounding jurisdictions, staff recommends a two-tier approach to model-year age requirements. Staff proposes that the 10-year model-age requirement be increased to 12 years for gasoline-only powered non-wheelchair accessible vehicles and 15 years for hybrid, plug-in hybrid, electric, and wheelchair accessible vehicles. This proposal provides an incentive for the operators to replace their fleet with non-gasoline powered vehicles. Staff also recommends that the mileage requirement for all vehicles be eliminated.

Fairfax County Code Section 84.1-8-4(c) provides:

*...Taxicabs with a vehicle age of six or fewer model years will be inspected by the Taxicab inspector annually, with the inspection to occur six months from the month shown on the Virginia Motor Vehicle Safety Inspection decal affixed to the vehicle. Taxicabs with a vehicle age of seven or more model years will be inspected on a semi-annual basis by the Taxicab Inspector at intervals of no longer than six months.*

Given that vehicles over seven years of age are already inspected twice by the County and once by Virginia, staff believes these inspections are sufficient in lieu of maintaining a mileage requirement.

Staff's recommendation for the 12-year and 15-year model-age allowances with no mileage requirement, balances the challenges of the taxicab operators, considers the practice of local jurisdictions, ensures the safety of the riding public, and helps the environment.

EQUITY IMPACT:

This action supports a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health, a One Fairfax Policy Area of Focus.

The on-demand availability of safe and reliable taxicab services supports the *County's Strategic Outcome Area: Mobility and Transportation* and is important to the public well-being, especially for those consumers unable to use public transportation and who rely on taxicab service for their basic transportation needs. In Fairfax County, 4.4 percent of the 398,653 households have no vehicle available.<sup>1</sup> In 2020, taxicabs provided service to over 327,000 passengers including 2,769 wheelchair accessible trips.

The retention of taxicab drivers is also vital in maintaining transportation for approximately 90 students with disabilities and special needs to and from school. Taxicab drivers also provide transportation services through the TOPS – Transportation Options, Programs & Services program which provides subsidized transportation funds for eligible participants who live in Fairfax County, the City of Fairfax, and the City of Falls Church. This program serves approximately 1,400 eligible residents and supports the *County's Strategic Outcome Area: Empowerment and Supporting Residents Facing Vulnerability* by using the existing taxicab framework to cross-collaborate with County and School efforts to provide residents with transportation services, enabling them to travel affordably, safely, and independently.

The proposed amendments to taxicab vehicle requirements will continue to provide relief which may also help retain current drivers and recruit new drivers, supporting the *County's Strategic Outcome Area: Economic Opportunity*.

The proposed amendments to taxicab vehicle requirements, specifically incentivizing the replacement of gasoline-fueled vehicles with alternate-fueled vehicles supports the *County's Strategic Outcome Area: Environment*. Encouraging a taxicab fleet to have more alternate-fueled vehicles will help reduce greenhouse gas emissions in Fairfax County.

FISCAL IMPACT:

None

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<sup>1</sup> United States Census Bureau: [Census - Table Results](#)

Board Agenda Item  
December 6, 2022

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax County Code Section 84.1-8-3 – Strike Through

Attachment 2 – Fairfax County Code Section 84.1-8-3 – Clean

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Rebecca L. Makely, Director, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

1  
2  
3 **AN ORDINANCE AMENDING**  
4 **CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO**  
5 **PUBLIC TRANSPORTATION**  
6

7 **Draft of November 10, 2022**  
8

9 **AN ORDINANCE** to amend the Fairfax County Code by amending and  
10 readopting Fairfax County Code Section 84.1-8-3 relating to taxicab vehicle  
11 requirements.

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

13 **1. That Section 84.1-8-3 of the Fairfax County Code is amended and readopted**  
14 **as follows:**

15  
16 **Section 84.1-8-3. – Vehicle Requirements.**  
17

18 (a) Any vehicle authorized to transport passengers under this Chapter will be a taxicab.  
19 Every taxicab will be titled and registered as a for-hire vehicle in Virginia and will display  
20 Virginia taxi license plates, valid registration decals on the license plates, and a valid  
21 Virginia safety inspection sticker issued by a certified Virginia state safety inspection  
22 facility.  
23

24 (b) It shall be unlawful to operate as a taxicab in the County any vehicle that has a  
25 model-year age greater than ~~ten~~ (i) twelve (12) years for gasoline-only powered non-  
26 wheelchair accessible vehicles or (ii) fifteen (15) years for hybrid, plug-in hybrid, electric  
27 and wheelchair accessible vehicles. ~~that has more than 500,000 miles, whichever~~  
28 ~~occurs first.~~ Vehicle age shall be calculated as if the vehicle was placed into service on  
29 December 31st of the vehicle year as shown on its Virginia motor vehicle registration.  
30

31 (c) Every taxicab will be equipped with at least two doors for the entrance and exit of  
32 passengers, in addition to the front door located on the driver's side. All passenger  
33 doors will be so constructed that they will remain securely fastened during normal  
34 operation but may be easily opened by a passenger upon entering or exiting the vehicle  
35 or in an emergency.  
36

37 (d) No taxicab will be operated with unsafe tires. Every taxicab will be equipped with  
38 tires whose condition and tread depth comply with the requirements specified in the  
39 Virginia Motor Vehicle Safety Inspection Rules and Regulations. Every taxicab will be  
40 equipped with a usable spare tire or the tire repair kit identified in the vehicle owner's  
41 manual.  
42

(e) All taxicab windows must be intact, reasonably clean and be able to be opened and closed as intended by the manufacturer. No taxicab will be operated with a windshield that contains cracks or chips that could interfere with the driver's vision. The taxicab will be equipped with adequate windshield wipers maintained in good operating condition.

(f) Every taxicab will be equipped with headlights that are operable on both high and low beam and with operable brake or rear lights, signal lights, a rear license plate light, and interior lights. All exterior lights must be fitted with the appropriate type and color of lenses and bulbs.

(g) Every taxicab will be equipped with a properly installed speedometer and odometer, maintained in working order, and exposed to view. If a taxicab is found to have a defective speedometer or odometer, then the taxicab will not be operated until the speedometer or odometer is repaired. The certificate holder will provide to the Director, within 15 calendar days of the odometer replacement, the date of change, old odometer reading, reading on replacement odometer at the time of installation, and taxicab number.

(h) The upholstery covering the interior lining of every taxicab will be of a washable material and not torn, ripped or improperly repaired. No floor mat will be permitted in any taxicab, unless it will be made of a washable material and easily removable, except that such floor covering material may be cemented in place on the floor of a taxicab when the whole area of the floor is covered.

(i) Every taxicab will be so maintained as to provide for the safety of the public and for continuous and satisfactory operation, and to reduce to a minimum, noise and vibration caused by operation. All factory-installed safety equipment, including seat belts, mirrors and horn, will be in good working condition at all times.

(j) Every taxicab will have rooftop lights mounted on the top of the taxicab in the forward portion thereof, unless otherwise authorized by the Director. The dome light is to be of such a design as to identify the vehicle as a taxicab. Drivers, when holding forth their cab for hire, will have the cruising light on from sunset to sunrise. Each taxicab will also be equipped with two marker lights on either side of the dome light. The marker lights will be connected to, and operated by, the meter such that when the meter is on, these lights are off, and when the meter is off, these lights are on.

(k) The exterior of each taxicab will display the name of the taxicab company in letters not less than three inches in height. The taxicab number will be permanently painted or otherwise permanently affixed to each of the two front quarter panels of the taxicab and to the right and left side of the rear window in lettering of no less than three inches in height. If a vehicle is taken out of service as a taxicab on a permanent basis, the certificate holder will, within 72 hours, remove the taxicab markings along with all other indications of the vehicle's use as a taxicab.

(l) Every wheelchair accessible taxicab will be plainly marked with a reflective six-inch by six-inch blue with white markings international wheelchair symbol on each side of the vehicle and on the rear of the vehicle. All wheelchair symbols will be above door handle height.

(m) Every taxicab will be equipped with heating and air conditioning to be maintained in good working condition at all times.

(n) No taxicab will be equipped in such a way as to shield the occupants or driver from observation from outside the vehicle.

(o) Every taxicab interior will be kept in a clean and sanitary condition and be free of foreign matter, litter and offensive odors. A taxicab exterior will be painted, contain no significant unrepaired dents or other body damage, and be kept as clean as is reasonable considering existing weather conditions. A certificate holder will be given reasonable time in which to clean a taxicab upon direction of the Taxicab Inspector.

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

**3. That the provisions of this ordinance shall take effect upon adoption.**

GIVEN under my hand this \_\_\_\_\_ day of January, 2023.

\_\_\_\_\_  
Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING  
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO  
PUBLIC TRANSPORTATION**

**Draft of November 10, 2022**

**AN ORDINANCE** to amend the Fairfax County Code by amending and readopting Fairfax County Code Section 84.1-8-3 relating to taxicab vehicle requirements.

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

**1. That Section 84.1-8-3 of the Fairfax County Code is amended and readopted as follows:**

**Section 84.1-8-3. – Vehicle Requirements.**

(a) Any vehicle authorized to transport passengers under this Chapter will be a taxicab. Every taxicab will be titled and registered as a for-hire vehicle in Virginia and will display Virginia taxi license plates, valid registration decals on the license plates, and a valid Virginia safety inspection sticker issued by a certified Virginia state safety inspection facility.

(b) It shall be unlawful to operate as a taxicab in the County any vehicle that has a model-year age greater than (i) twelve (12) years for gasoline-only powered non-wheelchair accessible vehicles or (ii) fifteen (15) years for hybrid, plug-in hybrid, electric and wheelchair accessible vehicles. Vehicle age shall be calculated as if the vehicle was placed into service on December 31st of the vehicle year as shown on its Virginia motor vehicle registration.

(c) Every taxicab will be equipped with at least two doors for the entrance and exit of passengers, in addition to the front door located on the driver's side. All passenger doors will be so constructed that they will remain securely fastened during normal operation but may be easily opened by a passenger upon entering or exiting the vehicle or in an emergency.

(d) No taxicab will be operated with unsafe tires. Every taxicab will be equipped with tires whose condition and tread depth comply with the requirements specified in the Virginia Motor Vehicle Safety Inspection Rules and Regulations. Every taxicab will be equipped with a usable spare tire or the tire repair kit identified in the vehicle owner's manual.

(e) All taxicab windows must be intact, reasonably clean and be able to be opened and closed as intended by the manufacturer. No taxicab will be operated with a windshield that contains cracks or chips that could interfere with the driver's vision. The taxicab will be equipped with adequate windshield wipers maintained in good operating condition.

(f) Every taxicab will be equipped with headlights that are operable on both high and low beam and with operable brake or rear lights, signal lights, a rear license plate light, and interior lights. All exterior lights must be fitted with the appropriate type and color of lenses and bulbs.

(g) Every taxicab will be equipped with a properly installed speedometer and odometer, maintained in working order, and exposed to view. If a taxicab is found to have a defective speedometer or odometer, then the taxicab will not be operated until the speedometer or odometer is repaired. The certificate holder will provide to the Director, within 15 calendar days of the odometer replacement, the date of change, old odometer reading, reading on replacement odometer at the time of installation, and taxicab number.

(h) The upholstery covering the interior lining of every taxicab will be of a washable material and not torn, ripped or improperly repaired. No floor mat will be permitted in any taxicab, unless it will be made of a washable material and easily removable, except that such floor covering material may be cemented in place on the floor of a taxicab when the whole area of the floor is covered.

(i) Every taxicab will be so maintained as to provide for the safety of the public and for continuous and satisfactory operation, and to reduce to a minimum, noise and vibration caused by operation. All factory-installed safety equipment, including seat belts, mirrors and horn, will be in good working condition at all times.

(j) Every taxicab will have rooftop lights mounted on the top of the taxicab in the forward portion thereof, unless otherwise authorized by the Director. The dome light is to be of such a design as to identify the vehicle as a taxicab. Drivers, when holding forth their cab for hire, will have the cruising light on from sunset to sunrise. Each taxicab will also be equipped with two marker lights on either side of the dome light. The marker lights will be connected to, and operated by, the meter such that when the meter is on, these lights are off, and when the meter is off, these lights are on.

(k) The exterior of each taxicab will display the name of the taxicab company in letters not less than three inches in height. The taxicab number will be permanently painted or otherwise permanently affixed to each of the two front quarter panels of the taxicab and to the right and left side of the rear window in lettering of no less than three inches in height. If a vehicle is taken out of service as a taxicab on a permanent basis, the certificate holder will, within 72 hours, remove the taxicab markings along with all other indications of the vehicle's use as a taxicab.

(l) Every wheelchair accessible taxicab will be plainly marked with a reflective six-inch by six-inch blue with white markings international wheelchair symbol on each side of the vehicle and on the rear of the vehicle. All wheelchair symbols will be above door handle height.

(m) Every taxicab will be equipped with heating and air conditioning to be maintained in good working condition at all times.

(n) No taxicab will be equipped in such a way as to shield the occupants or driver from observation from outside the vehicle.

(o) Every taxicab interior will be kept in a clean and sanitary condition and be free of foreign matter, litter and offensive odors. A taxicab exterior will be painted, contain no significant unrepaired dents or other body damage, and be kept as clean as is reasonable considering existing weather conditions. A certificate holder will be given reasonable time in which to clean a taxicab upon direction of the Taxicab Inspector.

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

**3. That the provisions of this ordinance shall take effect upon adoption.**

GIVEN under my hand this \_\_\_\_ day of January, 2023.

\_\_\_\_\_  
Clerk for the Board of Supervisors

Board Agenda Item  
December 6, 2022

#### ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 1 (Personnel Administration), Sections 3-1-1 (Purposes of Article; Definitions) and 3-1-2 (County Service and Divisions Thereof), and 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 1, Sections 3-1-1 and 3-1-2, and Article 5, Section 3-5-2.1.

#### RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the public hearing on January 24, 2023, at 4:30 p.m., to consider adoption of these amendments.

#### TIMING:

Board action is requested on December 6, 2022, to provide sufficient time to advertise a January 24, 2023, public hearing on the proposed amendments prior to the February 1, 2023 financial disclosure filing deadline. The amendment to Fairfax County Code 3-1-1 will be retroactive to July 1, 2022. The amendments to Section 3-1-2 and 3-5-2.1 will be effective upon adoption.

#### BACKGROUND:

During the 2022 session of the Virginia General Assembly, HB1063 was passed, signed by the Governor, and took effect July 1, 2022. HB1063 amended Va. Code § 15.2-1500.1, which prohibits employment discrimination by local governments against protected classes, by adding a definition of “religion” to include “any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols”. As a result, Fairfax County Code § 3-1-1, Purposes of article; definitions, is being amended to include the definition of religion in Va. Code § 15.2-1500.1 which will be applicable to Fairfax County Code § 3-1-21(d) which prohibits discrimination against employees or applicants for employment based on protected classes, including religion.

Fairfax County Code § 3-1-2, County Service and divisions thereof, is being amended by removing “Assistant County Executive” from subsection (b)(1) as the position no

Board Agenda Item  
December 6, 2022

longer exists as of September 23, 2022, and to correct a typographical error in subsection (b)(4).

Amendments to the County's Classification and Compensation Plans, including the implementation of Pay Plans A and M, will be brought to the Board of Supervisors for approval on December 6, 2022. Based on these amendments, certain employees that were previously required to file financial disclosures based on their paygrade would be removed from the ordinance requirements if it is not revised. The proposed ordinance amendment adds positions classified at or above paygrades A-01 and M-01 to Section 3-5-2.1 of The Code of the County of Fairfax, Virginia. The financial disclosure requirements were last substantively amended in 2016, at which time the Board adopted staff's recommendation that employees with substantive decision-making responsibilities should be required to file financial disclosures. As a result of the adjustments to the County's Classification and Compensation Plans, a number of employees that do not have substantive decision-making responsibilities were moved to the S-32 pay grade, which is a pay grade that is currently required to file a financial disclosure under Section 3-5-2.1. Staff recommends amending Section 3-5-2.1 to require employees at the S-33 pay grade or higher to file, which will keep in line with the current practice of requiring employees with substantive decision-making responsibilities to file the financial disclosure forms.

EQUITY IMPACT:

Potential to advance equity as religion and disability are covered in the One Fairfax Policy definition of equity and changes related to religion and disability support Areas of Focus #16 and #17 in the One Fairfax Policy.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 3, Article 1, Sections 3-1-1 and 3-1-2, and Article 5, Section 3-5-2.1

STAFF:

Ellicia Seard-McCormick, Deputy County Executive  
Catherine M. Schafrik, Director, Department of Human Resources  
Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney  
Daniel Robinson, Senior Assistant County Attorney

**AN ORDINANCE AMENDING  
ARTICLES 1 AND 5 OF CHAPTER 3 OF THE FAIRFAX COUNTY CODE, RELATING  
TO PERSONNEL ADMINISTRATION AND FINANCIAL DISCLOSURES**

**Draft of November 2, 2022**

**AN ORDINANCE** to amend the Fairfax County Code by amending and readopting Section 3-1-1 relating to Purposes of Article; definitions, 3-1-2, County Service and divisions thereof, and 3-5-2.1, Disclosures of financial interest.

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

**1. That Sections 3-1-1, 3-1-2 and 3-5-2.1 of the Fairfax County Code are amended and readopted as follows:**

**Article 1. – Personnel Administration.**

**Section 3-1-1, Purposes of Article; definitions.**

(a) *Purposes.* The purposes of this Article are:

- (1) To place personnel administration on a merit basis in order to attract and retain for public service in the County Government employees with integrity and superior ability;
- (2) To strengthen the effectiveness of the County Government through the improvement of personnel administration;
- (3) To provide for a County merit system under which recruitment, appointment, and advancement of covered employees will be on a competitive basis, free of discrimination on the basis of race, color, national origin, religion, sex, age, pregnancy, childbirth or related medical conditions, marital status, sexual orientation, gender identity, military status, political affiliation, disability, or genetic information, and which will be administered in conformity with the Merit Principles set forth by the U.S. Office of Personnel Management (5 CFR 900) under authority of the Intergovernmental Personnel Act of 1970, as amended;
- (4) To provide for an exempt service which will be limited to positions so designated in accordance with this Article or by Personnel Regulations.

(b) *Authority.* The authority for this article is contained in *Va. Code Ann.* § 15.2-1506, which reads, in part, as follows: "Notwithstanding any other provision of law to the contrary, the governing body of every county, city and town which has more than fifteen employees shall establish by June thirty, nineteen hundred seventy-four, a grievance procedure for its employees to afford an immediate and fair method for the resolution of disputes which may arise between such public employer and its employees and a personnel system including a classification plan for service and uniform pay plan for all employees;" *Va. Code Ann.* § 15.2-807, which reads, in part, as follows: "All appointments shall be on the basis of ability, training and experience of the appointees which fit them for the work which they are to perform;" and *Va. Code Ann.* § 15.2-1500.1 which explicitly prohibits discrimination in employment on the "basis of race, color, religion, national origin, sex, pregnancy, childbirth

or related medical conditions, age, marital status, disability, sexual orientation, gender identity, or status as a veteran." <sup>1</sup>

(c) *Applicability.*

(1) This Article applies to all employees in the administrative service of the County who are appointed by the Board of Supervisors, County Executive or the head of a department, as provided in *Va. Code Ann.* §15.2-807.<sup>2</sup>

(2) This Article and any regulations or administrative directives or procedures issued under its authority also may be applied to designated employees of other public agencies within the County, pursuant to written agreements between the heads or governing boards of such agencies and the Human Resources Director of the County, subject to approval of the County Executive and Board of Supervisors, to the effect that the conditions of employment of such employees are to be administered under this Article in the same manner as if those employees were in the administrative service of the County.<sup>3</sup>

(d) *Severability.* Should any article, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, be held unconstitutional or invalid for any reason, such decision or holding shall have no effect on the validity of the remaining portions hereof. It is the intent of the Board of Supervisors to enact or have enacted each section, and portion thereof, individually, and each such section shall stand alone, if necessary, and be in force regardless of the determined invalidity of any other section or provision.

(e) *Definitions.*

(1) *Personnel Regulations.* A body of rules governing County personnel administration issued under authority of this Article by the Board of Supervisors after consideration of the recommendation of the County Civil Service Commission and having the effect of ordinance.

<sup>1</sup> As to appointment, tenure, suspension or removal and compensation of officers and employees, see *Va. Code Ann.*, § 15.2-807, 15.2-808 and 15.2-809.

<sup>2</sup> Wherever used in this Article, the term "department" means "department," "office," "agency," or other administrative unit, the director of which reports to the County Executive, either directly or via a deputy county executive, or to the Board of Supervisors. Elected officials, persons appointed to fill vacancies in elective offices, and members of boards, authorities and commissions appointed by the Board of Supervisors are not employees in the sense of this article, although they may be compensated and receive such other benefits as State law or regulations, County ordinance or the Board of Supervisors may authorize.

<sup>3</sup> Public agencies authorized to execute such agreements include (but are not limited to) the offices of Constitutional Officers and individual members of the Board of Supervisors, the School Board, the Library Board, the Park Authority, the Housing Authority, the Fairfax/Falls Church Community Services Board, the Economic Development Authority, the Water Authority, the Industrial Authority, similar agencies established by the Board of Supervisors in the future, community centers and other service agencies established in small districts under authority of the Board of Supervisors, and State agencies located in and serving the County where such agreements are consistent with State law and regulations. Employees whose conditions of employment are to be administered pursuant to such agreements may be either merit system or exempt employees, as defined in this Article, whichever is specified in the applicable agreement.

- (2) *Competitive service.* All positions not specifically designated as exempt positions in accordance with this Article, and the employees appointed to fill such positions. Competitive positions must be filled in accordance with merit principles. Persons in the competitive service are considered career employees. They have all rights, benefits, privileges, protections and obligations set forth in this Article and Personnel Regulations.
- (3) *Exempt service.* Positions which are specifically so designated in accordance with this article and Personnel Regulations, and employees appointed to fill such positions. Exempt personnel are not merit employees. They may be appointed, classified, promoted to other exempt positions, demoted to other exempt positions and discharged without regard to the restrictions contained in this Article and Personnel Regulations, which apply to the competitive service. They are entitled to only such employee rights and benefits as are provided for various categories of exempt personnel elsewhere in this Article and Personnel Regulations or by the Board of Supervisors or in procedural directives issued by the County Executive or his or her designee.
- (4) *Full-time position.* Any position, whether authorized for the competitive service or exempt, which is authorized to be filled for at least 2080 scheduled hours in 12 consecutive months.
- (5) *Part-time position.* Any position, whether authorized for the competitive service or exempt, which does not meet the above criteria for full-time positions.
- (6) *Full-time employee.* Any employee, whether in the competitive service or exempt, who is regularly scheduled to work at least 2080 hours in 12 consecutive months.
- (7) *Part-time employee.* Any employee, whether in the competitive service or exempt, who does not meet the above criteria for full-time employees.
- (8) *Probationary employee.* Any employee in the competitive service serving in a probationary appointment as defined in § 3-1-13 of this Article and Personnel Regulations.
- (9) *Merit system.* The system of personnel administration applicable to the competitive service. It includes the provisions of this Article, other applicable provisions of County ordinances, County Personnel Regulations and all applicable and lawful personnel management directives of the Board of Supervisors, County Executive or Human Resources Director.
- (10) *Merit employee.* Any employee in the competitive service.
- (11) *Department Head.* An employee appointed by the Board of Supervisors or the County Executive to oversee, direct, or manage a major functional division of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. All department head positions are assigned to the exempt service. All persons appointed as department heads on or after July 1, 1987, are exempt employees. Any department head appointed as a department head by the Board of Supervisors on or after July 1, 1987, may be removed by the Board of Supervisors with or without cause and in any event, may not grieve his or her removal under the County's grievance procedures. Any department head appointed by the County Executive may be removed by either the Board of Supervisors or the County Executive with or without cause and in any event, may not grieve his or her removal under the County's grievance procedure.

(12) *Military Status.* Means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

(13) *Religion.* The term “religion” includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

**Commented [AJ1]:** Definition added as a result of HB1063 codified at Va. Code § 15.2-1500.1.

### Section 3-1-2, County service and divisions thereof.

- (a) The County service shall be divided into an exempt service and a competitive service. Exempt employees shall not be appointed to positions in the competitive service except through the competitive process specified in this Article and in Personnel Regulations. A member of the exempt service may become a member of the competitive service only through appointment to a position in the competitive service through the competitive selection process specified in this Article and in the Personnel Regulations. Thus, service in the exempt service shall not by itself permit an employee to become a member of the competitive service.
- (b) The following employees shall constitute the exempt service.
- (1) The County Executive, County Attorney, deputy county executives, ~~assistant county executive~~, executive assistants to the County Executive, department heads appointed after July, 1987 and office staffs of members of the Board of Supervisors.
  - (2) Employees who are engaged under contracts.
  - (3) Employees appointed under the provisions of the procedural directives governing the exempt service with hours limited to 1560 in one calendar year if employed in an exempt-benefits-eligible position, or 900 in one calendar year if employed in an exempt-temporary position.
  - (4) Employees administered pursuant to an agreement executed in accordance with § 3-1-1(c)(2) of this Article, provided that they are designated exempt in such an agreement.
  - (5) Assistant registrars and all election officials employed by the Electoral Board.
  - (6) Employees who are providing services pursuant to requirements contracts such as fee class instructors.
- (c) The County Executive shall issue procedural directives, with the approval of the Board of Supervisors, for administration of the exempt service. Only such provisions of this Article and of Personnel Regulations, which specifically state that they are applicable to exempt employees, or which are made applicable through procedural directives provided herein, shall apply to the exempt service.
- (d) All other employees to whom this Article applies are in the competitive service, except as otherwise provided by state law or regulation. They shall be appointed, promoted, demoted, transferred or dismissed solely on the basis of merit and fitness in accordance with the provisions of this Article and Personnel Regulations.

**Commented [AJ2]:** Position delimited 9-23-22.

**Commented [AJ3]:** Corrected typographical error.

**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.

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.

(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: ~~A-1, M-1, S-32~~ S-33, P-27, F-29, and O-28, except psychiatrists who are employed as such by the Fairfax-Falls Church Community Services Board.

**Commented [AJ4]:** Updated as a result of the adjustments to the County's Classification and Compensation Plans.

(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) 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.

(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 will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.**

**3. That the amendment to Section 3-1-1 is effective July 1, 2022, and the amendments to Section 3-1-2 and 3-5-2.1 are effective upon adoption.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Clerk for the Board of Supervisors

Board Agenda Item  
December 6, 2022

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing to Consider Approval of the Upper Occoquan Sewage Authority 2022 Restated and Amended Service Agreement

ISSUE:

Authorization to advertise a public hearing to consider approval of a restated and amended Upper Occoquan Sewage Authority (UOSA) Service Agreement. The purpose of the proposed amendments is (1) to authorize and establish funding obligations for expansion of the plant capacity from 54 million gallons-per-day (MGD) to 60 MGD and (2) to modify the compliance determination for jurisdictional hydraulic and load capacity allocations. The 2022 Restated and Amended Service Agreement also incorporates amendments previously approved by the member jurisdictions in 2015.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on January 24, 2023, at 4:30 p.m. to consider approval of the UOSA 2022 Restated and Amended Service Agreement.

TIMING:

Board action is requested on December 6, 2022, to provide sufficient time to advertise the proposed public hearing for adoption of these ordinances on January 24, 2023, at 4:30 p.m.

BACKGROUND:

UOSA owns and operates a wastewater treatment plant that receives wastewater from its four member jurisdictions of Fairfax and Prince William Counties and Cities of Manassas and Manassas Park. The amendments included in the proposed 2022 Restated and Amended Service Agreement among the member jurisdictions and UOSA are being made to authorize and establish the funding responsibility for expansion of the plant from 54 MGD to 60 MGD and to modify the compliance determination for jurisdictional hydraulic and load capacity allocations. The proposed amendments were approved unanimously by the UOSA Board of Directors at its meeting of September 15, 2022.

The increase to UOSA's plant capacity is driven by projected growth in Prince William County and the City of Manassas, with each of those jurisdictions anticipating a need for an additional 3 MGD for a total of 6 MGD. Prince William County and the City of

Board Agenda Item  
December 6, 2022

Manassas will be responsible for all costs associated with this expansion.

Currently, the compliance of each member jurisdiction with its allocated capacity limitation is determined based on whether the jurisdiction's average flow for any consecutive thirty-day period during the past 48 months exceeds 95 percent of its allocated capacity in the UOSA plant. This method of compliance determination is significantly more restrictive than that required by the Virginia Sewage Collection and Treatment Regulations and prevents the reasonable use of each jurisdiction's allocated capacity. The proposed amendment modifies the compliance determination to whether a jurisdiction's 30-day rolling average flow exceeds 95 percent of its allocated capacity for each month during any three consecutive month period. This method of compliance determination, while still conservative, provides for better use of each jurisdiction's allocated capacity at UOSA and aligns with the definition of an exceedance in UOSA's Department of Environmental Quality permit.

Finally, the Service Agreement is being "restated" to include amendments approved by all the member jurisdictions in 2015. The 2015 amendments provided for partial or full cash funding by any jurisdiction for its share of a bond issued by UOSA for its capital projects.

FISCAL IMPACT:

The UOSA 2022 Restated and Amended Service Agreement has no fiscal impact on Fairfax County.

ENCLOSED DOCUMENTS:

Attachment 1 - 2022 Restated and Amended Service Agreement with changes shown  
Attachment 2 - 2022 Restated and Amended Service Agreement clean copy for execution

STAFF:

Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Management Divisions  
Shahram Mohsenin, Director, DPWES, Wastewater Planning and Monitoring Division

ASSIGNED COUNSEL:

Emily H. Smith, Assistant County Attorney



# Upper Occoquan Service Authority

Attachment 1

*Leader in Water Reclamation and Reuse*

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

October 10, 2022

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

Mr. Bryan Hill  
County Executive  
Fairfax County  
12000 Government Center Parkway  
Suite 552  
Fairfax, Virginia 22035

Mr. Laszlo Palko  
City Manager  
City of Manassas Park  
One Park Center Court  
Manassas Park, Virginia 20111

Mr. Elijah Johnson  
County Executive  
Prince William County  
1 County Complex Court  
Prince William, Virginia 22192

RE: UOSA Service Agreement Amendments

Gentlemen:

Enclosed is a proposed 2022 Restated and Amended Service Agreement which UOSA requests each of your jurisdictions to adopt.

The purpose of the proposed amendments to the Service Agreement is to address Jurisdictional capacity requirements and the administration of exceedances if and when they may occur. Two UOSA member Jurisdictions, Prince William County and the City of Manassas, have committed to acquiring additional capacity that will lead to an increase of total plant capacity from 54 million gallons per day to 60 million gallons per day. Additionally, the language incorporated in this document aligns the definition of an exceedance with the language in the DEQ permit and consequentially reduces the probability that unusual short-term flow or loading events from any jurisdiction would be defined as an exceedance.

Finally, the Service Agreement is being "restated" to include the 2014 Amendments previously adopted by the parties in 2015 regarding cash funding and continuing disclosures.

UOSA staff and legal counsel have worked with UOSA bond counsel as well as your staff and legal counsel for the member Jurisdictions and PWCSA to review and provide revisions to the proposed language, and we understand the proposed amendments are

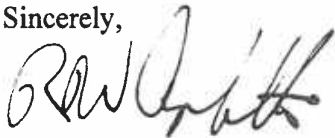
acceptable. Enclosed is a version showing the changes. The proposed amendments are shown in redline and the 2014 Amendments that were previously adopted by the parties, but not restated, are shown with yellow highlighting. Also enclosed is a clean execution copy.

At the public meeting on September 15, 2022, the UOSA Board of Directors unanimously approved the proposed 2022 Restated and Amended Service Agreement and requested that the member Political Subdivisions adopt the proposed Agreement and provide me with an executed document. Once all the members have adopted the 2022 Restated and Amended Service Agreement, I will circulate fully executed copies.

Pursuant to Virginia Code, the 2022 Restated and Amended Service Agreement can only be adopted following advertisement and a hearing pursuant to Virginia Code 15.2-5104. The Virginia Code requires advertisement of "a descriptive summary of the [Agreement] and a reference to the place within the locality where a copy of the [document] can be obtained, and a notice of the day, not less than thirty days after publication of the advertisement, on which a public hearing will be held on the [Agreement.]"

Please contact me if you have any questions or would like additional information.

Sincerely,



Robert W. Angelotti  
Executive Director

Enclosures:

- (1) 2022 Restated and Amended Service Agreement with changes shown
- (2) 2022 Restated and Amended Service Agreement clean copy for execution

RWA/jm

cc:

Mr. Calvin D. Farr, Jr., PWCSA General Manager  
UOSA Board of Directors  
Ms. Sally Ann Hostetler, UOSA Legal Counsel

**2022 RESTATED AND AMENDED SERVICE AGREEMENT**

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same; as follows

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

**ARTICLE I**

**Definitions and Warranties**

**Section 1.1.** The following words as used in this Agreement shall have the following

meanings:

**"Act"** shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

**"Authority"** shall refer to any entity other than UOSA formed in accordance with the Act.

**"Auxiliary Facility"** shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

**"Auxiliary Facility Agreement"** shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

**"Auxiliary Facility Expense"** shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

**"Bonds"** wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

**"Cost"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

**"Cost of Replacements and Necessary Improvements"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

**"DEQ"** shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

**"Industrial Wastewater"** shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

**"Meters"** shall mean any device for measuring the flow of sewage.

**"mgd"** shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

**"Occoquan Policy"** shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

**"Partial Cash Funded Project"** shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

**"Points of Delivery"** shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

**"Political Subdivisions"** shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

**"Project"** shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

**"Reserves"** shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

**"Septage Receiving Facility"** shall mean that portion of the UOSA Plant, which accepts septage for treatment.

**"Service Area"** shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

**"Trust Agreement"** shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

**"Trustee"** shall mean the trustee designated in any Trust Agreement.

**"UOSA"** shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

**"UOSA Delivery System"** shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

**"UOSA Plant"** shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

**"VPDES Permit"** shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

## ARTICLE II

### Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

### ARTICLE III

#### Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

## ARTICLE IV

### Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during its average flow for any three consecutive thirty-day month period, during the past 48 months has reached that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it is has been advised by UOSA that it may deliver additional sewage to UOSA, and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

(a) The portion or amount of the desired deposit; and

(b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

(a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;

(b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

## ARTICLE V

### Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 5.6 (a) -As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
City of Manassas Park	2.9137	4.8562%
<del>Fairfax County</del>		

\*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

regulatory body, UOSA shall proceed to comply with such rules and regulations within a reasonable time considering the exigencies of the circumstances.

## ARTICLE VI

### Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and

(c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and
- (2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation

bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

\* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated

as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall

be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges

for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any

lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average its pollutant discharge exceeds load discharged exceeded its allocated share of total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until its the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it is has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be

tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust

Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

## ARTICLE VII

### Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated

April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1 )) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties

executing this Agreement, as set forth here below.

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

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)  
ATTEST:

CITY OF MANASSAS

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

(SEAL)  
ATTEST:

CITY OF MANASSAS PARK

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

(SEAL)  
ATTEST:

BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

(SEAL)  
ATTEST:

BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman

#5408398v1

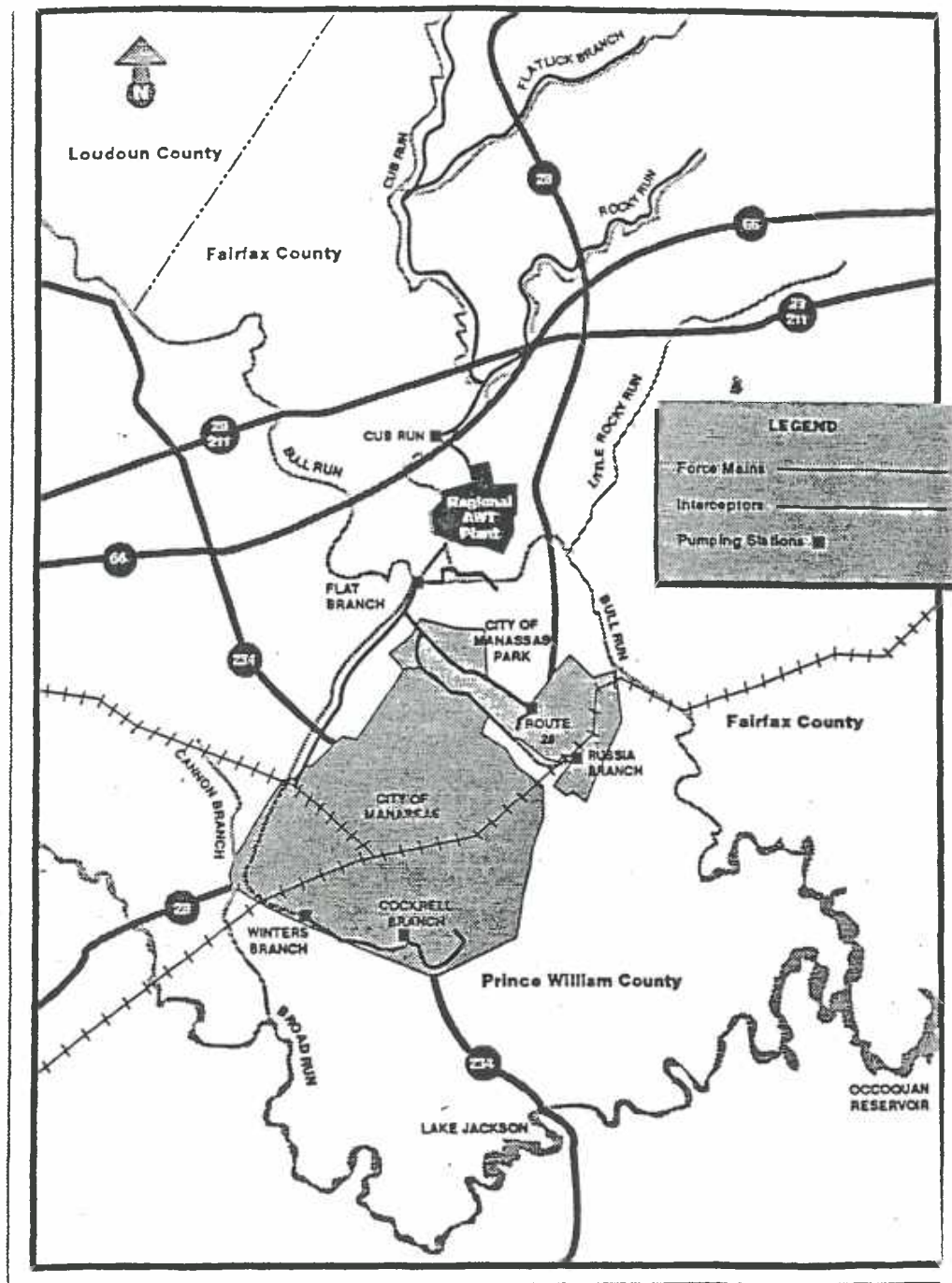
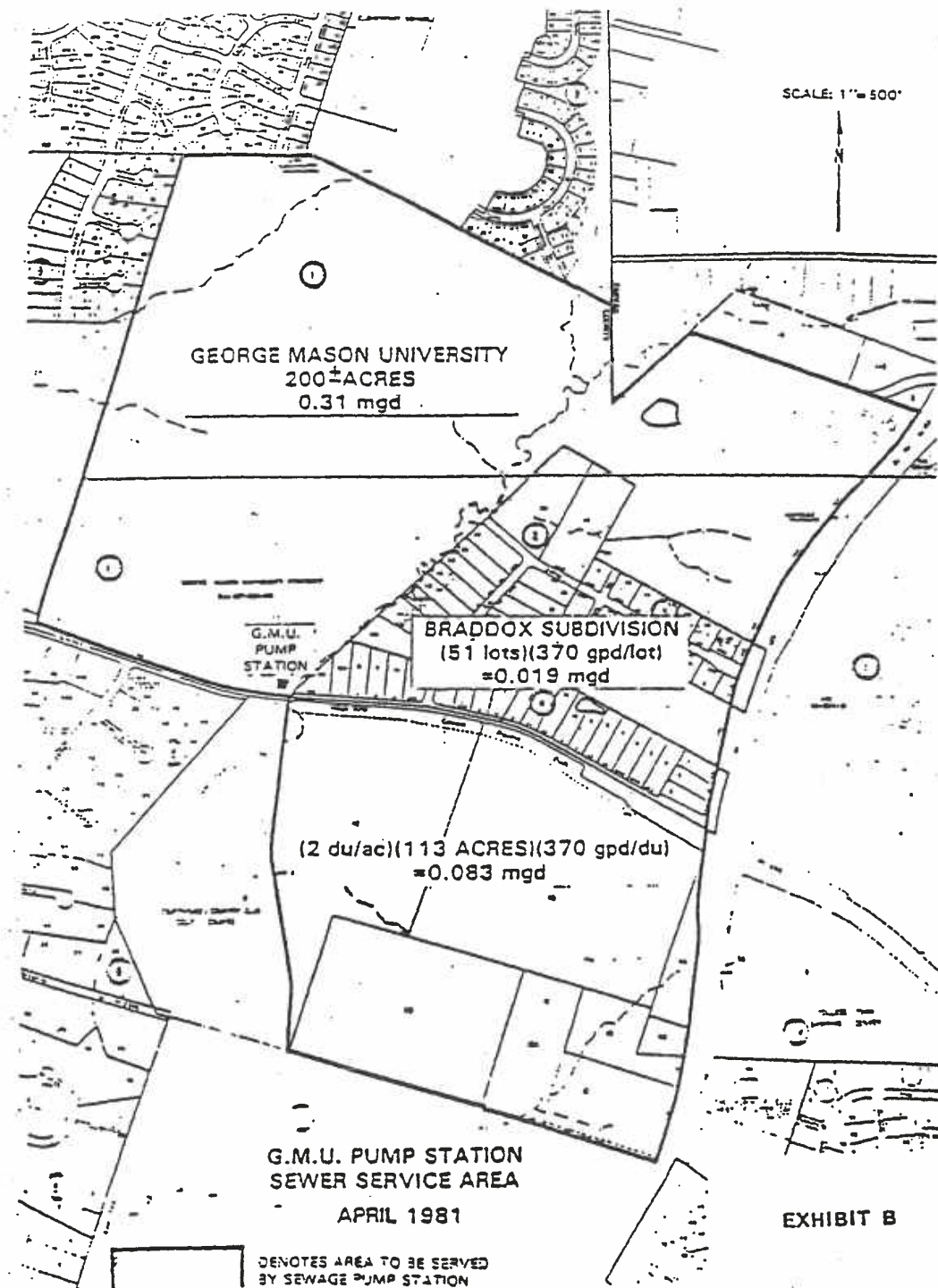


EXHIBIT A

General Location Map  
UOSA Delivery System



## **2022 RESTATED AND AMENDED SERVICE AGREEMENT**

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

### **ARTICLE I**

#### **Definitions and Warranties**

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

**"Act"** shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

**"Authority"** shall refer to any entity other than UOSA formed in accordance with the Act.

**"Auxiliary Facility"** shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

**"Auxiliary Facility Agreement"** shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

**"Auxiliary Facility Expense"** shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

**"Bonds"** wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

**"Cost"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

**"Cost of Replacements and Necessary Improvements"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

**"DEQ"** shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

**"Industrial Wastewater"** shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

**"Meters"** shall mean any device for measuring the flow of sewage.

**"mgd"** shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

**"Occoquan Policy"** shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

**"Partial Cash Funded Project"** shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

**"Points of Delivery"** shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

**"Political Subdivisions"** shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

**"Project"** shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

**"Reserves"** shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

**"Septage Receiving Facility"** shall mean that portion of the UOSA Plant, which accepts septage for treatment.

**"Service Area"** shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

**"Trust Agreement"** shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

**"Trustee"** shall mean the trustee designated in any Trust Agreement.

**"UOSA"** shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

**"UOSA Delivery System"** shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

**"UOSA Plant"** shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

**"VPDES Permit"** shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

## ARTICLE II

### Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

### ARTICLE III

#### Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

## ARTICLE IV

### Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

- (i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and
- (ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

## ARTICLE V

### Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
Fairfax County	2.9137	4.8562%

\*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

## ARTICLE VI

### Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of
  - (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

\* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

## ARTICLE VII

### Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1 )) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

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

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF MANASSAS

BY: \_\_\_\_\_  
Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

CITY OF MANASSAS PARK

BY: \_\_\_\_\_  
Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA

BY: \_\_\_\_\_  
Chairman

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

BY: \_\_\_\_\_  
Chairman

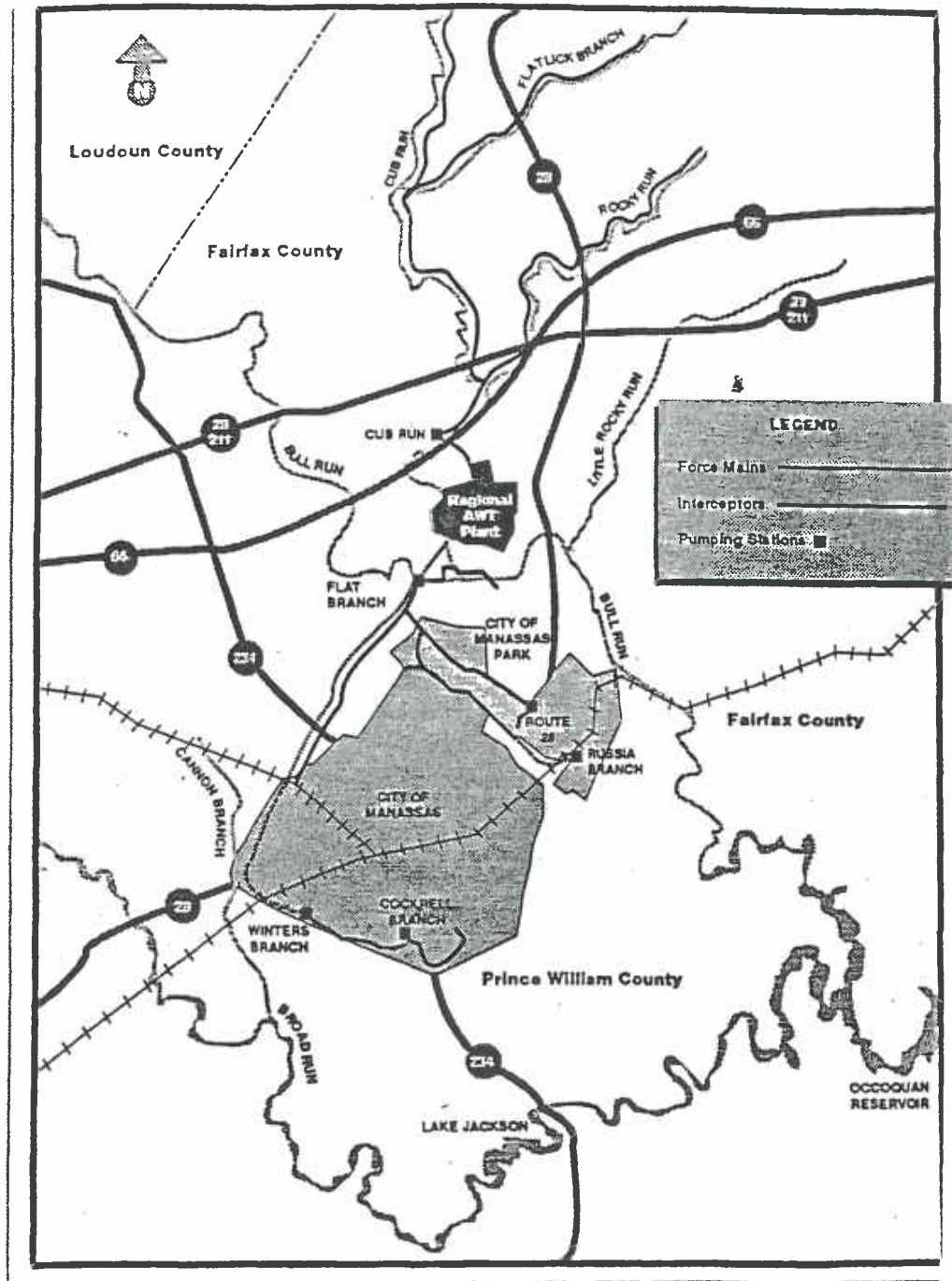
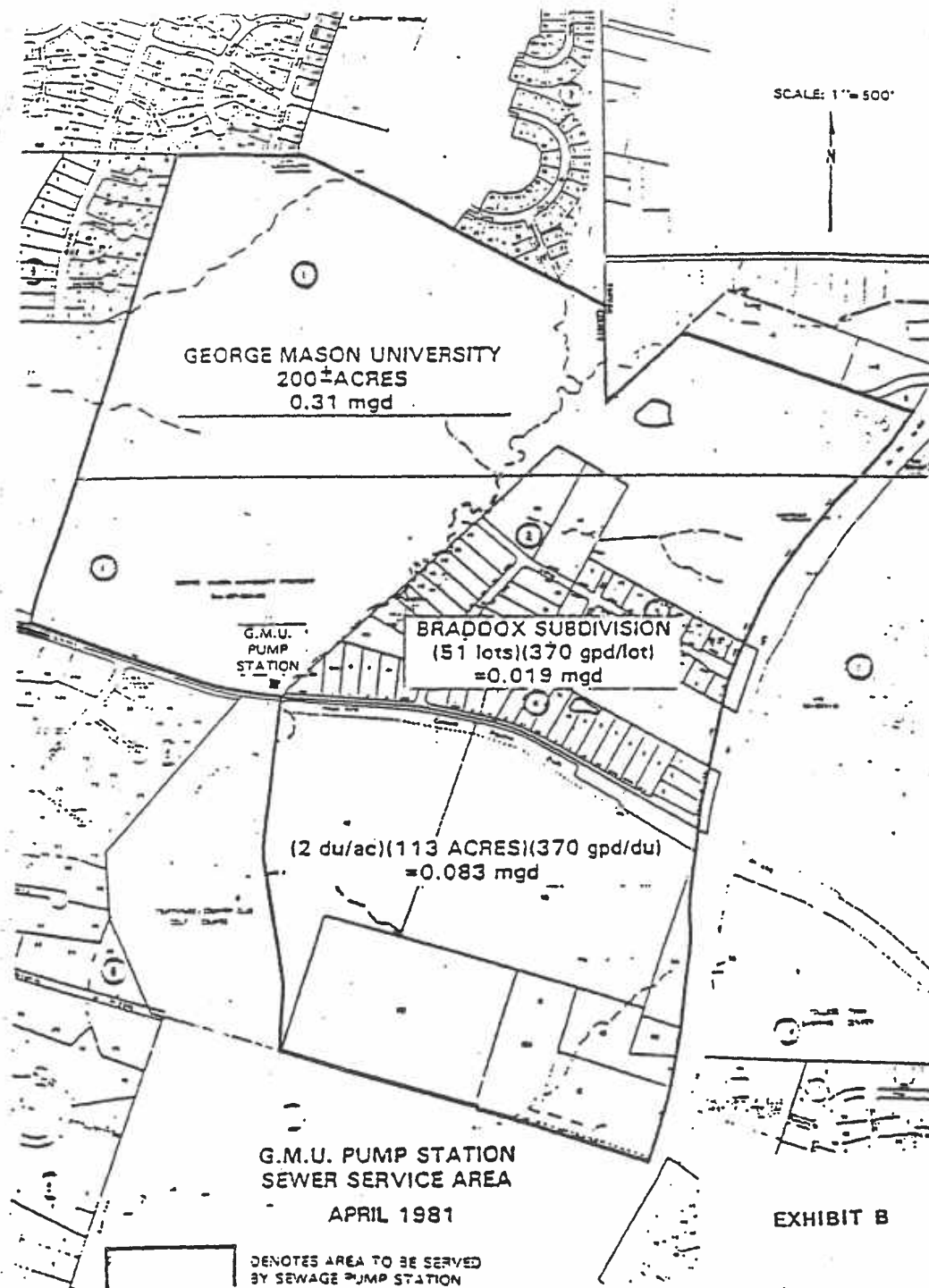


EXHIBIT A

General Location Map  
UOSA Delivery System



## **2022 RESTATED AND AMENDED SERVICE AGREEMENT**

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

### ARTICLE I

#### Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

**"Act"** shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

**"Authority"** shall refer to any entity other than UOSA formed in accordance with the Act.

**"Auxiliary Facility"** shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

**"Auxiliary Facility Agreement"** shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

**"Auxiliary Facility Expense"** shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

**"Bonds"** wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

**"Cost"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

**"Cost of Replacements and Necessary Improvements"** when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

**"DEQ"** shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

**"Industrial Wastewater"** shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

**"Meters"** shall mean any device for measuring the flow of sewage.

**"mgd"** shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

**"Occoquan Policy"** shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

**"Partial Cash Funded Project"** shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

**"Points of Delivery"** shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

**"Political Subdivisions"** shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

**"Project"** shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

**"Reserves"** shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

**"Septage Receiving Facility"** shall mean that portion of the UOSA Plant, which accepts septage for treatment.

**"Service Area"** shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

**"Trust Agreement"** shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

**"Trustee"** shall mean the trustee designated in any Trust Agreement.

**"UOSA"** shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

**"UOSA Delivery System"** shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

**"UOSA Plant"** shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

**"VPDES Permit"** shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

## ARTICLE II

### Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

### ARTICLE III

#### Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

## ARTICLE IV

### Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

## ARTICLE V

### Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
City of Manassas Park	2.9137	4.8562%

\*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

## ARTICLE VI

### Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
  - (1) the UOSA Plant, including reasonable reserves for such purposes,
  - and
  - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the

Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	I Plant <u>Expansion</u>	II Delivery System <u>Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

\* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL

Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

## ARTICLE VII

### Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1 )) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

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

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF MANASSAS

BY: \_\_\_\_\_  
Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

CITY OF MANASSAS PARK

BY: \_\_\_\_\_  
Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA

BY: \_\_\_\_\_  
Chairman

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

BY: \_\_\_\_\_  
Chairman



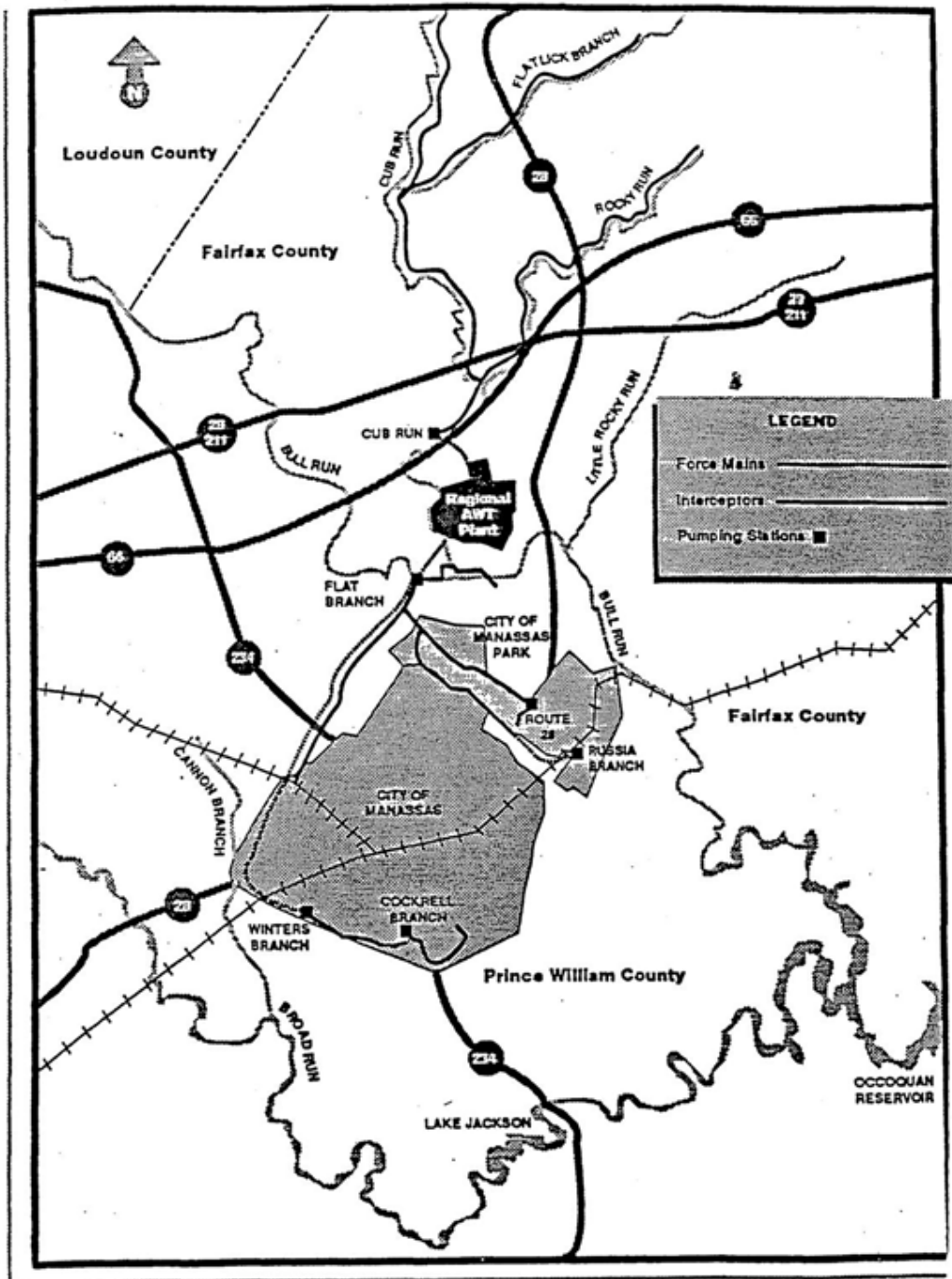
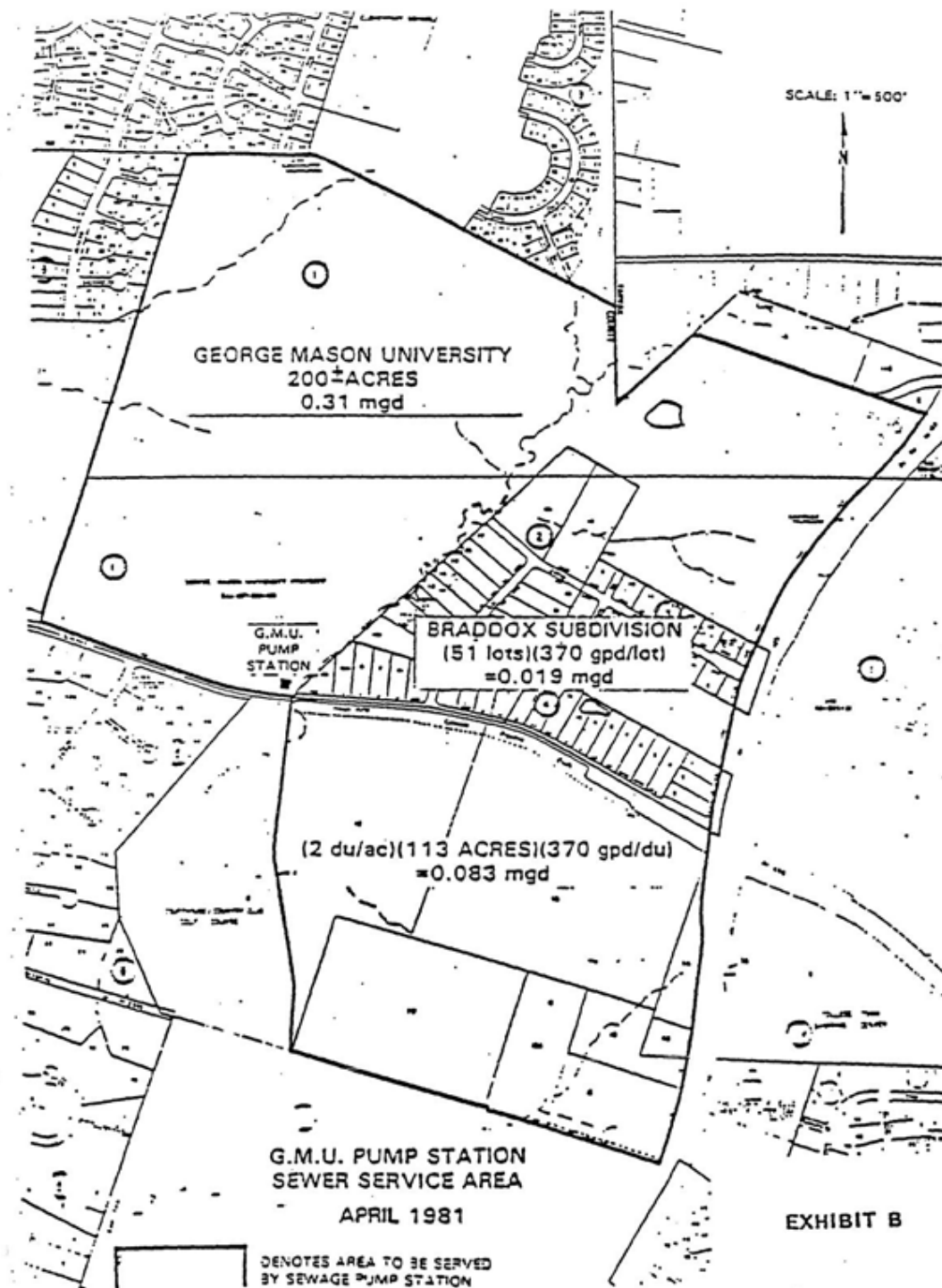


EXHIBIT A

General Location Map  
UOSA Delivery System



ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing to Consider an Ordinance Establishing a Property Classification and Tax Rate for Real Property Owned by Certain Surviving Spouses of Members of the Armed Forces who Died in the Line of Duty

ISSUE:

Authorization to advertise a public hearing to consider an ordinance establishing a property classification and tax rate for real property owned by certain surviving spouses of members of the armed forces who died in the line of duty. The proposed ordinance establishes a tax rate of \$0.01 per \$100 of assessed value, the lowest rate allowed by the legislation and makes this relief retroactive to January 1, 2022.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on January 24, 2023, at 3:30 p.m., to consider adopting the proposed ordinance.

TIMING:

Board action is required on December 6, 2022, to provide sufficient time to advertise the public hearing on January 24, 2023.

BACKGROUND:

Pursuant to Virginia Code § 58.1-3228.2, localities, by ordinance, are authorized to declare real property owned by a surviving spouse of a member of the Armed Forces of the United States who died in the line of duty, with a line of duty determination from the U.S. Department of Defense (DOD), as a separate classification of real property. To be eligible, the surviving spouse must occupy the real property as their principal residence, they cannot remarry, and the late service member's death cannot be the result of criminal conduct. The separate class of real property may be taxed at a different rate than that imposed on the general class of property, but the tax rate must be greater than zero and cannot exceed the base tax rate. Additionally, this option does not permit a locality to alter in any way its valuation of the real property.

FISCAL IMPACT:

Staff projects that enacting the proposed ordinance at the lowest possible tax rate of

Board Agenda Item  
December 6, 2022

\$0.01 per \$100 in assessed value would cost approximately \$456,240 in recurring General Fund revenue loss. In addition, one-time expenses would be incurred to make required system modifications.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance

STAFF:

Christina Jackson, Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Gregory A. Bruch, Director, Revenue Collection Division, DTA

Justin K. Nejad, Assistant Director, Personal Property Division, DTA

Timothy Tangen Jr., Management Analyst III, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

**AN ORDINANCE ADOPTING SECTION 4-10-6 TO CHAPTER 4 OF THE FAIRFAX COUNTY CODE ESTABLISHING A PROPERTY CLASSIFICATION AND TAX RATE FOR REAL PROPERTY OWNED BY CERTAIN SURVIVING SPOUSES OF MEMBERS OF THE ARMED FORCES WHO DIED IN THE LINE OF DUTY**

**Draft of November 10, 2022**

**AN ORDINANCE** adopting Section 4-10-6 to Chapter 4 of the Fairfax County Code establishing a property classification and tax rate for real property owned by certain surviving spouses of members of the armed forces who died in the line of duty, pursuant to Va. Code § 58.1-3228.2.

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

**1. That Section 4-10-6 of the Fairfax County Code is adopted as follows:**

**Section 4-10-6. Classification and taxation of real property owned by certain surviving spouses of members of the Armed forces who died in the line of duty.**

- (a) For taxable years beginning on or after January 1, 2022, and subject to applicable limits on refunds under Virginia law, any real property owned by a surviving spouse of a member of the Armed Forces of the United States who died in the line of duty with a line of duty determination from the U.S. Department of Defense, where (1) such death was not the result of criminal conduct; and (2) the surviving spouse occupies the real property as his or her principal place of residence and does not remarry, is a separate classification for local taxation of real property.
- (b) Property classified under this Section shall be taxed at the real property tax rate of \$0.01 per \$100 of assessed value.
- (c) Property owners seeking to have real property classified under this Section must submit an application to the Director of the Department of Tax Administration ("Director"). Applications for classification must be made on forms provided by the Director.
  - (1) Each application must be accompanied by a sworn affidavit and written documentation acceptable to the Director to show that the applicant and property qualify for classification under this Section.
  - (2) The Director may request additional information or written documentation from any applicant if the information and documents submitted with the application are insufficient to render an eligibility determination.
  - (3) The Director will determine whether the applicant and property identified in the application qualify for classification under this Section, and the date of reclassification.
  - (4) The Director will inform the applicant of the determination in writing.

- (d) If a property has been classified under this Section, the Director may request additional information or written documentation at any time to confirm the continued eligibility of the property owner and property.
- (e) After being granted a classification of property under this Section, applicants must inform the Director within 30 days of any change of circumstances that renders the property ineligible for classification under this Section due to the applicant or property no longer meeting the qualifications of Paragraph (a) above. Applicants must notify the Director in writing, which may include notification by email.
- (f) Certifications must be filed on a three-year cycle. Beginning in 2026, owners of properties classified under this Section must file a certification every three years attesting that no information contained in the original application has changed in a way that would disqualify the property from classification under this Section. Certifications must be filed on forms provided by the Director and must be submitted no later than May 1 of the year in which they are due. The Director may extend the deadline to file a certification to December 31 of the calendar year in which the certification was due if hardship conditions existed where the Director determines that, through no fault of the owner, the owner was prohibited from filing the certification by the May 1 due date. Failure to file a certification as specified in this paragraph will result in termination of the property's classification under this Section.
- (g) If at any time the Director determines a change in circumstances has occurred, including the applicant's failure to timely file a certification under Paragraph (f), the Director will reclassify the property as of the date the change rendered the property ineligible. The Director will notify the property owner in writing of the change in classification and the date upon which the new classification went into effect.
- (h) After receiving a notice under Paragraph (g), property owners may reapply under Paragraph (c) to seek restoration of classification if they believe the property was improperly reclassified.
- (i) Any reduction or increase in tax imposed because of property reclassification under this Section shall be levied, administered, enforced, collected, and corrected in the same manner as set forth in Subtitle III of Title 58.1 of the Virginia Code, for the levy, administration, enforcement, collection, and correction of local taxes.

**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.**

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GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 2023

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

ADMINISTRATIVE - 7

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Adams Chase Circle (Mount Vernon District)

ISSUE:

Board endorsement of a “Watch for Children” sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Adams Chase Circle (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” sign as soon as possible.

TIMING:

Board action is requested on December 6, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for the installation of one or more “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(s) will be effectively located and will not conflict with any other traffic control devices.

On October 13, 2022, FCDOT received verification from the Mount Vernon District Supervisor’s Office confirming community support for one “Watch for Children” sign on Adam Chase Circle.

FISCAL IMPACT:

Funding in the amount of \$300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item  
December 6, 2022

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, 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

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 8

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Cherry Street, Brook Drive, Cleave Drive, Westover Street and Linden Lane (Mason District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Cherry Street (Mason District)
- One “Watch for Children” sign on Brook Drive (Mason District)
- One “Watch for Children” sign on Cleave Drive (Mason District)
- One “Watch for Children” sign on Westover Street (Mason District)
- Two “Watch for Children” signs on Linden Lane (Mason District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on December 6, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for the installation of one or more “Watch for Children” sign 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(s) will be effectively located and will not conflict with any other traffic control devices.

On October 17, 2022, FCDOT received verification from the Mason District Supervisor’s Office confirming community support for “Watch for Children” signs on Cherry Street, Brook Drive, Cleave Drive, Westover Street and Linden Lane.

Board Agenda Item  
December 6, 2022

FISCAL IMPACT:

Funding in the amount of \$2,100 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, 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

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 9

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Rose Lane (Mason District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment I) endorsing a traffic calming plan for Rose Lane (Attachment II) consisting of the following:

- Seven speed humps on Rose Lane (Mason District)

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

TIMING:

Board action is requested on December 6, 2022, to allow the proposed measures to be installed as soon as possible.

BACKGROUND:

As part of 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, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure 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 the residents within the ballot area in the adjacent community.

On October 18, 2022, FCDOT received verification from the Mason District Supervisor's office confirming community support for the Rose Lane traffic calming plan.

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FISCAL IMPACT:

Funding in the amount of \$60,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Rose Lane  
Attachment II: Traffic Calming Plan for Rose Lane

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Gregg Steverson, Deputy Director, 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

## **RESOLUTION**

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
TRAFFIC CALMING MEASURES  
ROSE LANE  
MASON DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 6, 2022, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Rose Lane have requested the Mason District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Rose Lane; and

**WHEREAS**, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Rose Lane indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

**WHEREAS**, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

**WHEREAS**, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

**WHEREAS**, the intended source of funding for the Traffic Calming Plan is Fairfax County.

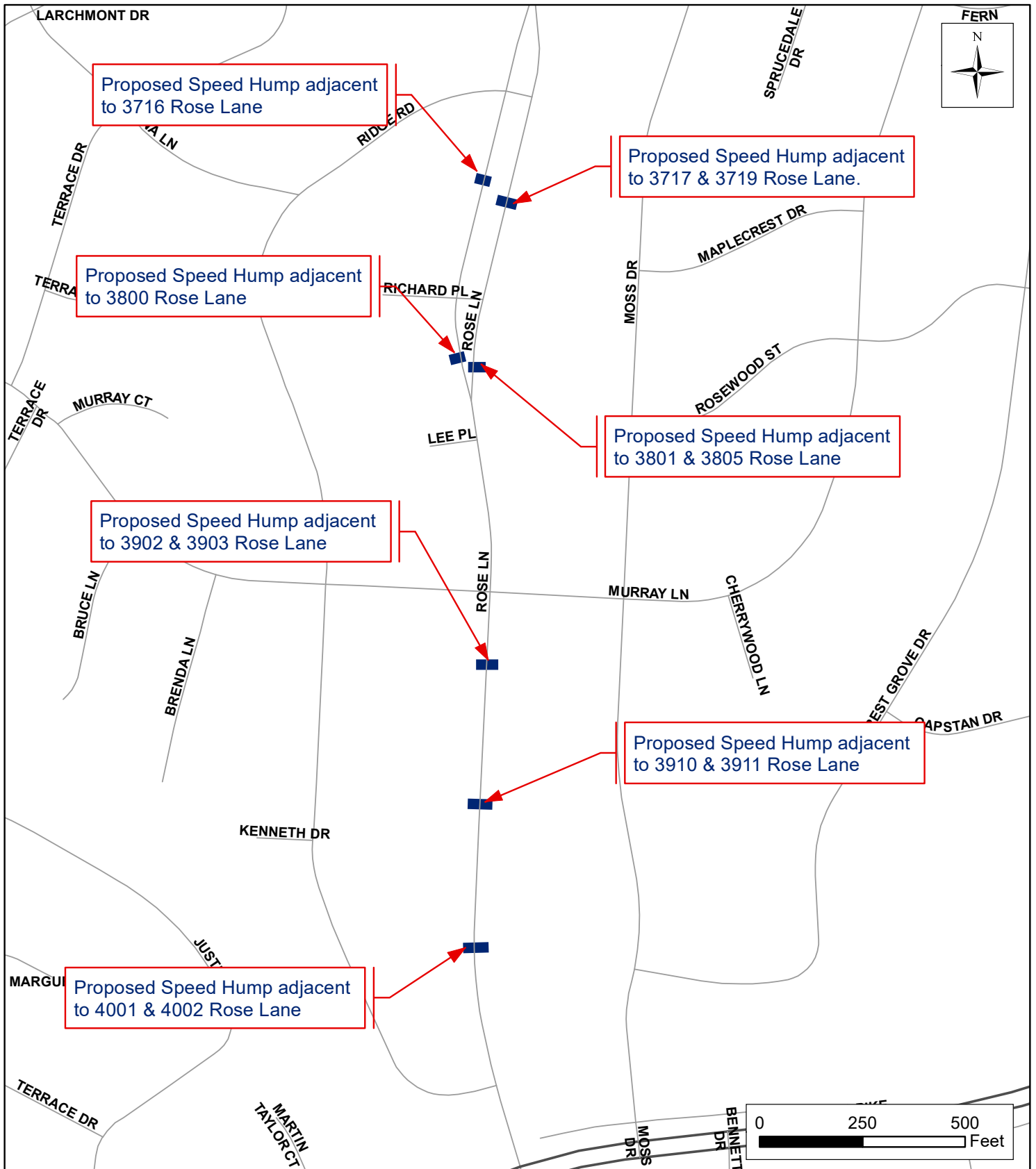
**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Rose Lane as part of FCDOT's Residential Traffic Administration Program.

**ADOPTED** this 6th day of December, 2022.

A Copy Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors



Tax Map: 60-4

October 2022

**Fairfax County Department of Transportation  
Residential Traffic Administration Program  
Traffic Calming Plan  
Rose Lane  
Mason District**



ADMINISTRATIVE - 10

Approval of an Extension to the License Agreement between Fairfax County and the Workhouse Arts Foundation, Inc. (Mount Vernon District)

ISSUE:

Board approval of an extension to the License Agreement between Fairfax County and the Workhouse Arts Foundation, Inc.

RECOMMENDATION:

The County Executive recommends that the Board approve a five-year extension of the License Agreement with the Workhouse Arts Foundation, Inc. through December 31, 2027.

TIMING:

Board approval is requested on December 6, 2022, as the current license agreement will expire on December 31, 2022.

BACKGROUND:

The Workhouse Arts Center is a 56-acre, historically important County landmark, owned by Fairfax County and the site of the former Lorton Reformatory operated by the District of Columbia Department of Corrections (Attachment 1). Originally constructed in the early 1900's, the former Workhouse Campus and associated structures are listed on the National Register of Historic Places and was the site for imprisonment of suffragists who were incarcerated for picketing in front of the White House in support of women's right to vote. The prison facility closed in 2001 and the following year was part of a 2,440-acre purchase by Fairfax County from the federal government. As reflected in the purchase price of \$4.235 million, the federal sale of the total acreage set aside much of the land to parks and open space and required the County to develop an adaptive re-use plan for the associated buildings.

In 2006, the County leased 56-acres of the site to the Lorton Arts Foundation (LAF) which began implementation of the adaptive re-use plan on the Workhouse portion of this property in accordance with the approved zoning and development plans. This included restoring ten historic buildings on the Campus, activating approximately 84,000 improved square feet.

Board Agenda Item  
December 6, 2022

Following a financial and legal restructuring that occurred in 2014, LAF was reorganized as the Workhouse Arts Foundation, Inc. (WAF) and maintained its status as a 501(c)(3) not-for-profit entity. Per the terms of the legal restructuring that occurred, the County currently maintains a license agreement with WAF for ten of the eleven buildings currently in operation (Attachment 1).

The County will continue to maintain ownership of the land and structures comprising the Campus; conduct oversight of all activities and operations on the Campus; and be responsible for the security and maintenance of the Campus. In October 2018, the Board of Supervisors created a Workhouse Campus Steering Committee, which consists of County and WAF representatives. The Workhouse Campus Steering Committee meets monthly to discuss Campus-wide coordination and collaborate on further development of the site to meet the shared goals of site activation and placemaking.

The license agreement was most recently amended in November 2018 to move Building W-2 from the license agreement to a lease with the County. WAF solicited and obtained significant private donations through a capital fundraising campaign for the renovation and construction of the Lucy Burns Museum (W-2). The Commonwealth of Virginia requires an entity to have a leasehold interest in a building or property to be eligible to receive revenues from the sale of tax credits through the Virginia Department of Historic Resources (VDHR). Following a Board of Supervisors' public hearing, the County agreed to a six-year lease with WAF for the Lucy Burns Museum, and VDHR approved approximately \$400,000 to WAF in revenues from the sale of tax credits. All other buildings in operation by WAF remain subject to the license agreement.

The County has also initiated a Master Planning process in collaboration with WAF which includes all members of the Steering Committee, Workhouse Arts Foundation Board members, and other key community stakeholders. The Master Planning process will provide a framework for adaptive reuse of the Campus and the associated capital and operating costs, be responsive to feedback from community stakeholders, while also maintaining the site's historic character, assets, and resources. To this end, the existing arts-related education and other arts activities operated by WAF may be enhanced with a mix of complementary uses to increase the vitality of the Campus, offer compatible leisure enjoyment to the community, and generate a revenue stream to sustain and grow the Campus. The final Master Plan report is anticipated to be completed by the second quarter of 2023 and will be shared with County leadership, the Board of Supervisors, and the WAF Board of Directors when finalized.

WAF successfully navigated the operational challenges of the pandemic and received federal stimulus and local grant funding to continue to provide a broad array of programming. The WAF Board of Directors has continually made fiscal responsibility a

top priority. This is reflected in receiving clean audits for the past several years coupled with maintaining ample endowment reserves.

The proposed License Extension (Attachment 2) proposes terms that remain consistent with prior versions with one notable exception. The License Extension recommends adding the Central Quad area into the license agreement and subject to non-exclusive management by WAF, who utilize this area for a variety of programming. The WAF Steering Committee and County staff recommend this update be reflected accordingly. WAF will continue to provide advance communication on all its upcoming activities campus-wide through the WAF Steering Committee; and County staff continue to brief the Mount Vernon District Supervisor's office to ensure proper Campus coordination. There will be no changes to how this space is utilized, programmed, or maintained as a result from this amendment.

EQUITY IMPACT:

This item aligns with focus area eight of the One Fairfax Policy: Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. This Campus is within an area identified as low or very low in access to opportunity and wellbeing indicators. The extension of this agreement will provide for ongoing cultural arts opportunities for County residents and coupled with future campus redevelopment can further advance program offerings and advance equity outcomes.

FISCAL IMPACT:

The County will continue to maintain ownership of the land and structures comprising the Campus; conduct oversight of all activities and operations on Campus and be responsible for the security and maintenance of the Campus. Funding for these items is available within existing annual County appropriations.

ENCLOSED DOCUMENTS:

Attachment 1: Workhouse Arts Center Campus Map  
Attachment 2: License Agreement

Board Agenda Item  
December 6, 2022

STAFF:

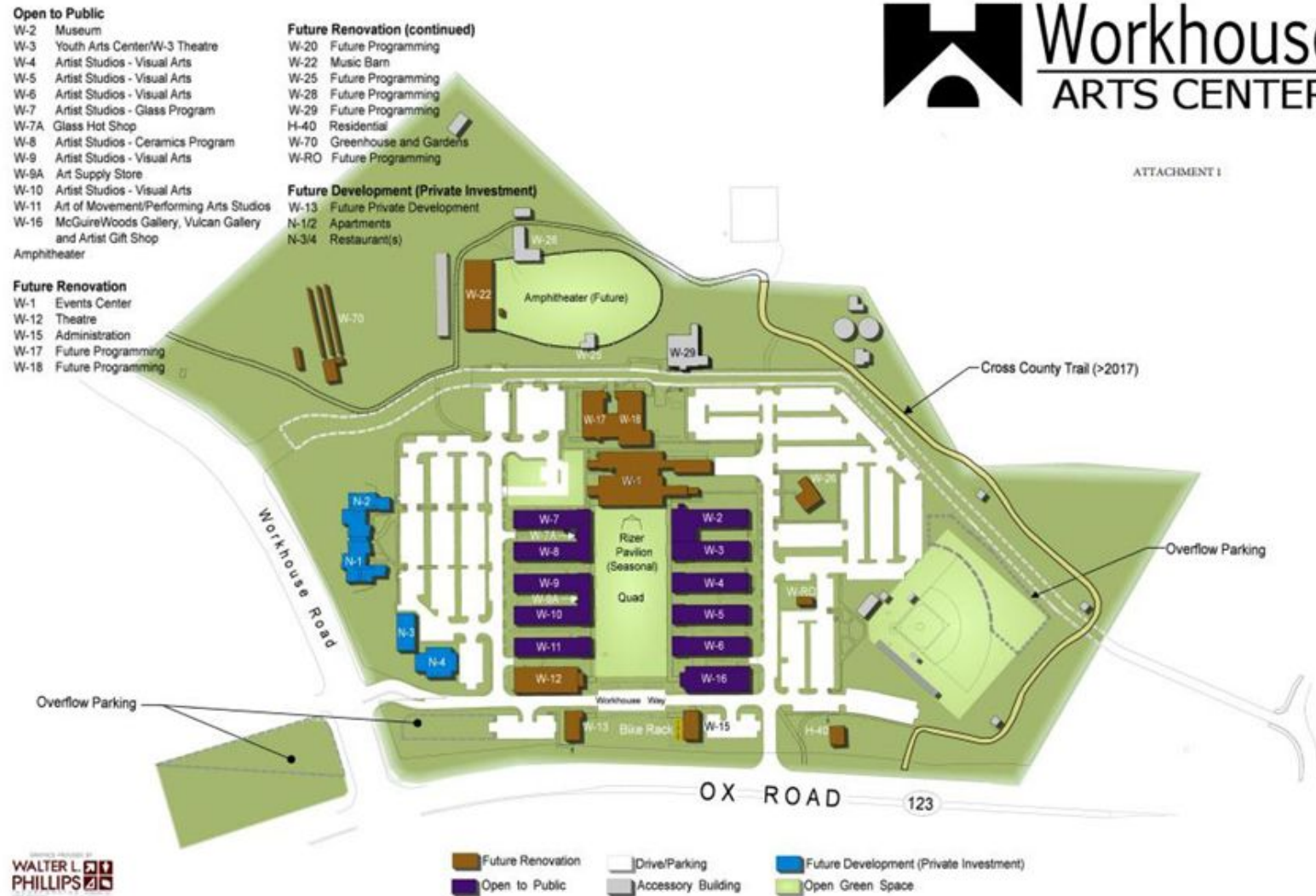
Ellicia Seard-McCormick, Deputy County Executive  
Christina Jackson, Chief Financial Officer  
Rachel Flynn, Deputy County Executive for Community Development  
José Comayagua, Jr., Director, Facilities Management Department  
Rebecca Moudry, Director, Department of Economic Initiatives  
Joseph LaHait, Debt Manager, Department of Management and Budget  
Mike Lambert, Assistant Director, Facilities Management Department  
Scott Sizer, Division Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Alan Weiss, Assistant County Attorney



ATTACHMENT 1



**FIFTH AMENDMENT TO  
TEMPORARY, NON-EXCLUSIVE, REVOCABLE LICENSE AGREEMENT**

This **FIFTH AMENDMENT TO TEMPORARY, NON-EXCLUSIVE, REVOCABLE LICENSE AGREEMENT** (“Fourth Amendment”) is made this \_\_\_\_\_ day of December, 2022, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, in its proprietary capacity (“Licensor”) as the owner of certain land in Fairfax County, Virginia and not in its governmental or regulatory capacity, and **WAF, LLC**, a Virginia limited liability company whose sole member is The Workhouse Arts Foundation, Inc., a charitable 501(c)(3) non-stock corporation organized in the Commonwealth of Virginia, formerly known as The Lorton Arts Foundation, Inc. (“Licensee”).

**Recitals**

**R-1.** Licensor and Licensee entered into a Temporary, Non-Exclusive, Revocable License Agreement dated as of the 30<sup>th</sup> day of January, 2014 (“License Agreement”), pursuant to which Licensor granted to Licensee a license to operate certain arts related activities on a portion of property owned by Licensor, which property and activities are more fully described in the License Agreement.

**R-2.** The License Agreement had a term expiring no later than July 30, 2014, unless otherwise mutually agreed by the parties thereto.

**R-3.** Licensor and Licensee entered into a First Amendment to the License Agreement, dated as of July 30, 2014 (“First Amendment”), extending the term of the License Agreement until no later than October 31, 2014, unless otherwise mutually agreed by the parties thereto.

**R-4.** Licensor and Licensee entered into a Second Amendment to the License Agreement, dated as of October 31, 2014 (“Second Amendment”), extending the term of the License Agreement until no later than December 31, 2016, unless otherwise mutually agreed by the parties thereto.

**R-5.** Licensor and Licensee entered into a Third Amendment to the License Agreement, dated as of February 26, 2016 (“Third Amendment”), extending the term of the License Agreement until no later than December 31, 2017, unless otherwise mutually agreed by the parties thereto, and also adding to the Non-Exclusive Licensed Space, as defined in the License Agreement, the museum building known as Building W-2.

**R-6.** Licensors and Licensee entered into a Fourth Amendment to the License Agreement dated as of the 20<sup>th</sup> day of December 2017 (“Fourth Amendment”), extending the term of the License Agreement until no later than December 31, 2022, unless otherwise mutually agreed by the parties thereto

**R-7.** The parties now desire to extend the term of the License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, pursuant to this Fifth Amendment (“Fifth Amendment”), extending the term by five years until no later than December 31, 2027, unless otherwise mutually agreed by the parties hereto, and also adding to the Non-Exclusive Licensed Space, as defined in the License Agreement, the open area known as the quad (“Quad”) as depicted on **Exhibit A** attached hereto.

**NOW, THEREFORE,** Licensors and Licensee amend the License Agreement as follows:

1. The Term of the License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment is extended for an additional five-year period, commencing on December 31, 2021, and terminating at 11:59 p.m., Fairfax County, Virginia time on December 31, 2027, unless otherwise mutually agreed by the parties hereto in writing; provided however that the License is revocable at the election of Licensors at any time upon ten days’ prior written notice to Licensee in the manner described in Section 26.01 of the License Agreement.

2. **Exhibit B** to the License Agreement, by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, is hereby amended to add the Quad area to the Non-Exclusive Licensed Space, as depicted on **Exhibit A** attached hereto.

3. Except as set forth herein, all other terms and conditions of the License Agreement remain in full force and effect.

[Signatures follow]

IN WITNESS WHEREOF, Licensors and Licensee have caused this Fourth Amendment to be executed as of the date hereinabove first written.

**LICENSOR:**

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

By: \_\_\_\_\_  
Bryan J.Hill, County Executive

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

The foregoing License was acknowledged before me this \_\_\_\_ day of December, 2022, by Bryan J. Hill, County Executive of the Board of Supervisors of Fairfax County, Virginia, the Licensors hereunder.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LICENSEE:**

By: The Workhouse Arts Foundation, Inc.,  
its sole member

By: \_\_\_\_\_  
Leon Scioscia, President and CEO

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

The foregoing License was acknowledged before me this \_\_\_\_ day of December, 2022, on behalf of WAF, LLC, the Licensee hereunder, by Leon Scioscia, the President and CEO of The Workhouse Arts Foundation, Inc., the sole member of WAF, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ADMINISTRATIVE – 11

Supplemental Appropriation Resolution AS 23137 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Early Childhood Foundation Supporting the Ready Regions Capital Area

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 23137 for the Department of Neighborhood and Community Services to accept grant funding from the Virginia Early Childhood Foundation (VECF) in the amount of \$2,373,766. Funding will be used to continue to build the infrastructure of the Ready Region Capital Area to support and strengthen the region's birth to five early childhood system. Activities funded will include continuing to build and expand relationships with community and public-school leaders, organizations, and publicly funded early childhood programs; build capacity to support measuring and strengthening quality; and develop strategic plans to support coordinated enrollment and family engagement across the region.

The Board approved the County's grant application to designate the County as the Ready Regions Capital Area lead as well as associated start-up and infrastructure costs on October 7, 2021. The County was awarded funding as a result of this application; therefore, this funding represents year two of the grant application. Year two funding also consolidates funding and 5/5.0 existing grant positions from the County's VECF Preschool Development Grant Birth to Five grant into the Ready Regions initiative and funds 6/6.0 FTE new grant positions for a total of 11/11.0 FTE grant positions. No Local Cash Match is required. Given the timing of the award and the need to continue the grant, the Memorandum of Understanding was signed on October 27, 2022. Therefore, Board approval of the award and entering into the grant agreement is also requested.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Neighborhood and Community Services to accept grant funding from the Virginia Early Childhood Foundation in the amount of \$2,373,766. Funding will be used to continue to build the infrastructure of the Ready Region Capital Area to support and strengthen the region's birth to five early childhood system. Funding will support a total of 11/11.0 FTE grant positions (5/5.0 FTE existing grant positions transitioning from the County's VECF Preschool Development Grant Birth to Five grant and 6/6.0 FTE new grant positions). No Local Cash Match is required. The County Executive also recommends the Board approve the Memorandum of Understanding between VECF and the County.

Board Agenda Item  
December 6, 2022

TIMING:

Board action is requested on December 6, 2022.

BACKGROUND:

VECF is supporting the creation of Virginia's new Unified Early Childhood System through a statewide network to ensure equitable opportunities for all families and ensure that young children thrive. Fairfax County, in partnership with Arlington County, the City of Fairfax, the City of Falls Church, and Alexandria City form the Ready Region Capital Area. Ready Regions grantees will be the early childhood system builders responsible for the coordination and integration of essential services and resources starting with a focus on early childhood education. The Department of Neighborhood and Community Services, Office for Children (OFC), was invited by VECF to submit an application to serve as a Ready Region lead in September 2021. OFC was subsequently selected to serve as the Ready Region Capital Area lead agency in December 2021 and received Ready Region grant funding for the initial startup period from January 2022 to June 2022. Ready Region funding received for FY 2023 will continue the work that was started in FY 2022, which included the preliminary work to transition from the Preschool Development Grant Birth to Five grant to Ready Regions and the initial implementation of the VQB5 quality rating and improvement system. The purpose of this grant is to provide continued funding for Fairfax County to collaborate with community and public-school leaders, organizations and early childhood programs across Ready Region Capital Area to continue in a state-wide effort to build, unify, and strengthen the birth to five early childhood system to improve kindergarten readiness across the region.

In order to meet the programmatic requirements of Ready Regions and comply with contractual obligations, 6/6.0 FTE new grant positions are required. Two of the positions are specifically required for coordinated enrollment and family partnership and four positions are required to meet the operational and workload requirements of the program. These positions are in addition to the 5/5.0 FTE grant positions that have transitioned from the County's VECF Preschool Development Grant Birth to Five grant bringing the total positions associated with this funding to 11/11.0 FTE. The positions are fully funded by the Ready Regions grant.

FISCAL IMPACT:

Grant funding in the amount of \$2,373,766 from the Virginia Early Childhood Foundation will be used to continue to build the infrastructure of the Ready Region Capital Area to support and strengthen the region's birth to five early childhood system. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2023. No Local Cash Match is required. This grant does not allow for the recovery of indirect costs.

Board Agenda Item  
December 6, 2022

CREATION OF POSITIONS:

Funding will support a total of 11/11.0 FTE grant positions (5/5.0 FTE existing grant positions transitioning from the County's VECF Preschool Development Grant Birth to Five grant and 6/6.0 FTE new grant positions). The County is under no obligation to continue these positions once grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 - Ready Regions Lead Organization Memorandum of Understanding  
Attachment 2 - Supplemental Appropriation Resolution AS 23137

STAFF:

Christopher Leonard, Deputy County Executive  
Lloyd Tucker, Director, Department of Neighborhood and Community Services (NCS)  
Anne-Marie D. Twohie, Deputy Director, NCS



## Ready Regions Lead Organization Memorandum of Understanding Modification

**Date:** September 30, 2022

**Agreement ID:** 23\_Fairfax\_RRCapital

**Modification Number:** 1

**Issued by:** Virginia Early Childhood Foundation  
1703 N. Parham Rd., Ste. 110  
Richmond, VA 23229

**Ready Region Lead:** **Fairfax County, through the Department of Neighborhood and Community Services, Office for Children (OFC)**  
***Ready Region Capital Area***  
**12011 Government Center Pkwy. Suite 920**  
**Fairfax, VA 22035**

**Amount of Funds Obligated to the Ready Regions Lead: \$2,373,765.62**

**Project Period:** **July 1, 2022 – June 30, 2023**

This Modification to the Memorandum of Understanding (MOU) between Virginia Early Childhood Foundation (VECF) and Fairfax County, through the Department of Neighborhood and Community Services, Office for Children (OFC), hereafter the “Ready Regions Lead” or “Subrecipient” or “Entity” for this grant, is entered into pursuant to the provisions of the original agreement, signed 7/20/2022.

### **Description of Modification:**

- A. Reference “Amount of Funds Obligated by this Action” (Page 1, Original MOU): With this modification, the amount of funds obligated to the Ready Regions Lead for the project period is hereby modified from \$2,649,125.00 to \$2,373,765.62 (as shown above), representing a decrease of \$275,359.38 based on actual PDG budget proposal submitted by Fairfax and approved by VECF, and representing an addition of Nemours funding as shown below. See Section B. below for complete list of funds obligated from each funding source.
- B. Reference “Funding Origination and Usage” (Page 2, Original MOU): Replace in its entirety the “Funding Origination and Usage” section to account for the original and new funding sources that support this grant. See \* under funding sources for specific details pertinent to the funding source.

### **This agreement is funded in part with federal funds as follows:**

State Awarding Agency: Virginia Department of Social Services

VDSS Contract ID: BEN-20-140

VDSS Contract Date: June 28, 2022

Federal Awarding Agency: Department of Health and Human Services, Administration for Children and Families

Federal Award Identification Number (FAIN): 2201VATANF  
Federal Award Date: April 1, 2022  
CFDA Number: 93.558  
Federal Award Project Description: Temporary Assistance for Needy Families  
Amount of Federal Funds Obligated by this Action: \$50,000.00

Note: This is not a Research and Development (R&D) Grant  
There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**This agreement is funded in part with federal funds as follows:**

This award is supported by federal funding provided by the US Department of Health and Human Services (DHHS) Administration for Children and Families (ACF) Office of Child Care through the Preschool Development Grant Birth through Five Grant (PDG B-5). The Virginia Department of Education (VDOE) is the lead agency responsible for implementation of PDG B- 5.

*Additional funding details are as follows:*

State Awarding Agency: Virginia Department of Education  
Contract Number with VECF: 90TP006703  
Award Date: June 29, 2022  
Federal Grant Authority: USHSS ACF, 42USC 9858, CFDA 93.434  
Federal Award Identification Number (FAIN): 90TP0067  
Federal Award Date: April 7, 2022  
CFDA Number: 93.434  
Federal Award Project Code: DOE86868  
Amount of Funds Obligated by this Action: \$2,321,284.90

*\* The PDG funding obligated above includes \$29,972.40 that is awarded to the Ready Regions Lead Organization to support the ongoing stand-up of the Ready Regions Lead organization. **These funds must be expended by December 31, 2022.***

Note: This is not a **Research and Development (R&D) Grant**

There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**This agreement is funded in part with federal funds as follows:**

Awarding Agency to VECF: The Nemours Foundation  
Award Number: VCEF-8614151015-01  
Award Date: September 9, 2021  
Federal Awarding Agency: Centers for Disease Control and Prevention  
Federal Award Identification Number (FAIN): NU38OT000304  
Federal Award Date: September 28, 2018  
CFDA Number: 93.421  
Federal Award Project Description: Strengthening Public Health Systems and Services Through National Partnerships to Improve and Protect the Nation's Health  
Amount of Federal Funds Obligated by this Action: \$155.72

***\* The Nemours funding obligated above must be expended by December 31, 2022. Please note that these Nemours funds do NOT need to be tracked separately from the Nemours funds listed below (which are listed separately due to their being from a different contract.)***

Note: This is not a Research and Development (R&D) Grant

There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**This agreement is funded in part with federal funds as follows:**

Awarding Agency to VECF: The Nemours Foundation

Award Number: VCEF-8614151015-01

Award Date: September 23, 2022

Federal Awarding Agency: Centers for Disease Control and Prevention

Federal Award Identification Number (FAIN): NU38OT000304

Federal Award Date: September 28, 2018

CFDA Number: 93.421

Federal Award Project Description: Strengthening Public Health Systems and Services Through National Partnerships to Improve and Protect the Nation's Health

Amount of Federal Funds Obligated by this Action: \$2,325.00

***\* The Nemours funding obligated above must be expended by March 31, 2023. Please note that these Nemours funds do NOT need to be tracked separately from the Nemours funds listed above (which are listed separately due to their being from a different contract.)***

Note: This is not a Research and Development (R&D) Grant

There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Reference "Financial & Programmatic Reporting" (Page 3, Original MOU):

- In the table of due dates and deliverables, the "Project Reporting Period" for the expenditure report due on April 15, 2023, is revised from March 1-31, 2022, to March 1-31, 2023.

D. Reference "Attachment B – Temporary Assistance for Needy Families – Special Terms and Conditions Per BEN-20-140," Section A. "Certification Regarding Lobbying," Subsection 3. (Page 12, Original MOU) :

Replace the last sentence of subsection 3. in its entirety with the following:

- Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Reference "Attachment B – Temporary Assistance for Needy Families – Special Terms and Conditions Per BEN-20-140," Section W. "Prime Subrecipient Responsibilities" (Page 18, Original MOU): Replace the term in its entirety with the following:

- If approval is granted by the grantee to subcontract any portion of this agreement, the subrecipient shall be responsible for completely supervising and directing the work under the

agreement and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this agreement shall be responsible to the prime Subrecipient. The Subrecipient agrees that he is as fully responsible for the acts and omissions of his subcontractor and of persons employed by them as he is for the acts and omissions of his own employees.

- F. Reference "Attachment C – PDG B-5 and ARPA Special Terms and Conditions," Section. E. "Monitoring and Reporting" (Page 26, Original MOU): Delete subsections 2. and 3. From the MOU.
- G. Add "Attachment D – Nemours Special Terms and Condition" as outlined below.

All other terms and conditions remain the same as in the original MOU, signed 7/20/2022.

#### APPROVAL

By signing below, VECF and the Ready Regions Lead agree to the terms indicated herein.

#### VIRGINIA EARLY CHILDHOOD FOUNDATION

Kathryn Glazer, President

Printed Name/Title

Kathryn Glazer

Kathryn Glazer (Oct 31, 2022 11:48 EDT)

Signature

Oct 31, 2022

Date

#### Fairfax County, through the Department of Neighborhood and Community Services, Office for Children (OFC)

Lee Ann Pender, Director/Purchasing Agent

Printed Name/Title

Lee Ann Pender

Signature

2022 October 27 | 12:17:57 PDT

Date

## **Attachment D: Nemours Special Terms and Conditions**

### **A. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

Entity certifies by signing this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

### **B. Audit and Access to Records**

Entity certifies that it will provide VECF with notice of any adverse findings which impact this agreement. Entity certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Entity is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Entity will provide notice of the completion of any required audits and will provide access to such audits upon request. Entity will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

### **C. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Entity is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program, inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce, and include such requirements in any agreement made with a subcontractor or subgrantee.

### **D. Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

### **E. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Entity will not obligate or expend funds received under this agreement to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

### **F. Equipment**

Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Entity cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Entity upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in 2 CFR 200.313 of the Uniform Guidance.

### **G. Copyrights**

Entity shall grant to VECF an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's (The Nemours Foundation) obligations to the Federal Government under its Prime Award.

#### **H. Data Rights**

Entity grants to VECF the right to use data created in the performance of this agreement solely for the purpose of and only to the extent required to meet VECF's obligations to Nemours.

#### **I. Prostitution and sex trafficking**

Per Section 7631(e) of the U.S. Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, 22 USC §§ 7601 et seq. ("the Leadership Act") None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides. By accepting this award, the subrecipient/subcontractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 23137**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on December 6, 2022, at which a quorum was present and voting, the following resolution was adopted:

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2023, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G7979, Department of Neighborhood and Comm Svcs. \$2,373,766

Grant: 1790050-2023, Ready Regions Lead

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$2,373,766

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Early Childhood Foundation (VECF), \$2,373,766

A Copy - Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

ADMINISTRATIVE – 12

Supplemental Appropriation Resolution AS 23110 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from the U.S. Department of Health and Human Services for the Community Project Funding Requests Included in the Consolidated Appropriations Act, 2022

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 23110 for the Fairfax-Falls Church Community Services Board (CSB) to accept grant funding totaling \$3,175,000 from the U.S. Department of Health and Human Services, Health Resources and Services Administration for funding received for the community project funding requests included in the Consolidated Appropriations Act, 2022. These awards were part of the County's community project funding requests coordinated through Government Relations and submitted to the County's Congressional offices. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding. The CSB received funding for the following three projects:

1. Merrifield Crisis Response Center - \$2.0 million  
Funding will support reconstruction at the Merrifield Crisis Response Center (MCRC, a key component of Diversion First) which is needed to sustain and expand program operations to better meet community needs. The construction activities will not increase the total square footage of the existing structure. Funding is available until August 31, 2025.
2. Regional Projects Data Warehouse - \$800,000  
Funding will help establish a Regional Projects Data Warehouse and an integration/interface connecting platform, allowing all County sources to share their data as required by federal and state laws. This initiative will allow for greater interoperability and client continuity of care. Funding is available until July 31, 2023.
3. LIPOS and DAP Data Collection and Management System - \$375,000  
Funding for the Local Inpatient Purchase of Services (LIPOS) and Discharge Assistance Planning (DAP) Data Collection and Management System will create a secure data collection and management system. This is critical for the administration of inpatient hospital bed purchases as part of the LIPOS program and state mandated data collection requirements. Funding is available until August 31, 2023.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 23110 from the U.S. Department of Health and Human Services, Health Resources and Services Administration in the amount of \$3,175,000 supporting three CSB projects that were funded through the Consolidated Appropriations Act, 2022. No Local Cash Match is required.

TIMING:

Board approval is requested on December 6, 2022.

BACKGROUND:

As the Board may recall, last year the 117<sup>th</sup> Congress reinstated the practice of authorizing direct funding of specific projects, previously known as “earmarks” and now referred to as “community project funding requests” (CPFRs), after nearly a decade-long ban on the practice. The County developed a list of 20 CPFRs for submission to the County’s Congressional offices. The selected projects had to meet the following criteria:

- Projects had to be eligible for federal funding from accounts available for community funding projects;
- Projects had to be previously approved by the Board, required for the County to comply with federal or state mandates, or to carry out Board priorities; and
- Projects had to meet all federal requirements for individual funding accounts, including the amount of funding available, types of projects eligible, project readiness, and requirements for community support of projects.

The Board was notified on March 11, 2022 through the “Update on Federal Community Project Funding Requests” memorandum from Claudia Arko, Legislative Director, that the Consolidated Appropriations Act, 2022 was passed in March 2022 and included funding for 11 of the 20 County CPFR projects submitted for Congressional consideration. Each CPFR is being administered by the appropriate federal agency, and each project will be separately accounted for in Fund 50000, Federal-State Grant Fund. Attachment 1 lists the 11 projects, the County department responsible for administering the award, and the status of project funding. There is no set timeframe for when each federal agency will release the funding; however, as funding is released, a Board item will be submitted to formally appropriate the funding.

The U.S. Department of Health and Human Services, Health Resources and Services Administration has released the funding for the following three CSB projects.

1. Merrifield Crisis Response Center - \$2.0 million  
Funding will support reconstruction at the Merrifield Crisis Response Center (MCRC, a key component of Diversion First) which is needed to sustain and expand program operations to better meet community needs. The construction activities will not increase the total square footage of the existing structure. The renovation project is focused on reconfiguring the current interior spaces of the existing facility. This complete redesign impacts 9,500 square feet and 4 levels.
2. Regional Projects Data Warehouse - \$800,000  
Funding will help establish a Regional Projects Data Warehouse and the integration/interface connecting platform, allowing all County sources to share their data as required by federal and state laws. This initiative will allow for greater interoperability and client continuity of care. This is a critically needed business efficiency for access to inpatient behavioral health services for those without insurance or other financial means as well as discharge planning to the community from the local state psychiatric hospital.
3. LIPOS and DAP Data Collection and Management System - \$375,000  
Funding for the Local Inpatient Purchase of Services (LIPOS) and Discharge Assistance Planning (DAP) Data Collection and Management System will create a secure data collection and management system. This is critical for the administration of inpatient hospital bed purchases as part of the LIPOS program and state mandated data collection requirements. The project will meet program requirements and state-mandated data collection requirements for all of Virginia's Region 2 Community Services Boards.

FISCAL IMPACT:

Funding in the amount of \$3,175,000 from the U.S. Department of Health and Human Services, Health Resources and Services Administration has been received for these community funding projects, which were included in the Consolidated Appropriations Act, 2022. No Local Cash Match is required. Indirect cost recovery is allowed for the Regional Projects Data Warehouse and the LIPOS and DAP Data Collection and Management System projects; however, the CSB did not include the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the projects. The Merrifield Crisis Response Center project did not allow the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2023.

Board Agenda Item  
December 6, 2022

CREATION OF NEW POSITIONS:

There are no new grant positions associated with these awards.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Funded CPFR Projects

Attachment 2: U.S. Department of Health and Human Services Notice of Awards

Attachment 3: Supplemental Appropriation Resolution AS 23110

STAFF:

Christopher A. Leonard, Deputy County Executive

Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board

## Fairfax County Funded CPFR Projects

<b>Project Title</b>	<b>Funded Amount</b>	<b>Department Administering the Award</b>	<b>Status of Project Funding</b>
1. Homeownership: Down Payment and Closing Cost Assistance	\$1.03 million	Department of Housing and Community Development (HCD)	HCD staff is working with the federal agency to release funding.
2. Residences at Government Center II – Community Facility	\$1.5 million	HCD	HCD staff is working with the federal agency to release funding.
3. Stable Families, Thriving Futures	\$1.0 million	Health Department	Health Department staff is working with the federal agency to release funding.
4. Innovation Skills Hub: Apprenticeship Readiness Training Program	\$400,000	Department of Family Services	Department of Family Services staff is working with the federal agency to release funding.
5. Local Inpatient Purchase of Services (LIPOS) and Discharge Assistance Planning (DAP) Data Collection and Management System	\$375,000	Fairfax-Falls Church Community Services Board (CSB)	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item.
6. Regional Projects Data Warehouse	\$800,000	CSB	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item.
7. Merrifield Crisis Response Center (MCRC) Reconstruction	\$2.0 million	CSB	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item.
8. Fair Ridge at West Ox Residential	\$1.7 million	HCD	HCD staff is working with the federal agency to release funding.
9. Pohick Road Sidewalk (I-95 to Richmond Highway)	\$1.0 million	Department of Transportation (DOT)	DOT staff is working with the federal agency to release funding.
10. Capital Bikeshare for Underserved Areas	\$1.0 million	DOT	DOT staff is working with the federal agency to release funding.
11. George Washington Memorial Parkway-Traffic and Safety Context Sensitive Solutions, Belle Haven to City of Alexandria	\$300,000	DOT	DOT staff is working with the federal agency to release funding.



**Department of Health and Human Services**  
Health Resources and Services Administration

Notice of Award  
FAIN# CE147246  
Federal Award Date: 09/14/2022

### Recipient Information

1. Recipient Name  
Fairfax County Virginia  
12011 Government Center Pkwy STE 836  
Fairfax, VA 22035-1100
2. Congressional District of Recipient  
11
3. Payment System Identifier (ID)  
1540787833A2
4. Employer Identification Number (EIN)  
540787833
5. Data Universal Numbering System (DUNS)  
074837626
6. Recipient's Unique Entity Identifier  
W2ZUFMBDM378
7. Project Director or Principal Investigator  
Sebastian Tezna  
Sebastian.tezna@fairfaxcounty.gov  
(703)207-7788
8. Authorized Official  
Daryl A Washington  
Executive Director  
daryl.washington@fairfaxcounty.gov  
(703)324-7089

### Federal Agency Information

9. Awarding Agency Contact Information  
Janene P Dyson  
Grants Management Specialist  
Office of Federal Assistance Management (OFAM)  
Division of Grants Management Office (DGMO)  
jdyson@hrsa.gov  
(301) 443-8325
10. Program Official Contact Information  
Julia Bryan  
Healthcare Systems Bureau (HSB)  
jbryan@hrsa.gov  
(301) 443-6707

### Federal Award Information

11. Award Number  
1 CE1HS47246-01-00
12. Unique Federal Award Identification Number (FAIN)  
CE147246
13. Statutory Authority  
Consolidated Appropriations Act, 2022, (PL 117-103)
14. Federal Award Project Title  
Community Project Funding/Congressionally Directed Spending - Construction
15. Assistance Listing Number  
93.493
16. Assistance Listing Program Title  
Congressional Directives
17. Award Action Type  
New
18. Is the Award R&D?  
No

### Summary Federal Award Financial Information

<b>19. Budget Period Start Date 09/01/2022 - End Date 08/31/2025</b>	
<b>20. Total Amount of Federal Funds Obligated by this Action</b>	<b>\$2,000,000.00</b>
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$2,000,000.00
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	<b>\$0.00</b>
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	<b>\$2,000,000.00</b>
<b>26. Project Period Start Date 09/01/2022 - End Date 08/31/2025</b>	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$2,000,000.00

28. Authorized Treatment of Program Income  
Addition
29. Grants Management Officer – Signature  
Stephannie Young on 09/14/2022

### 30. Remarks



Notice of Award  
Award Number: 1 CE1HS47246-01-00  
Federal Award Date: 09/14/2022

## Healthcare Systems Bureau (HSB)

<b>31. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation		<b>33. RECOMMENDED FUTURE SUPPORT:</b> (Subject to the availability of funds and satisfactory progress of project)					
		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not applicable</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	Not applicable	
YEAR	TOTAL COSTS						
Not applicable							
a. Salaries and Wages: \$0.00 b. Fringe Benefits: \$0.00 c. Total Personnel Costs: \$0.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$0.00 g. Travel: \$0.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$0.00 j. Consortium/Contractual Costs: \$0.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$2,000,000.00 p. INDIRECT COSTS (Rate: % of S&W/TADC): \$0.00 q. TOTAL APPROVED BUDGET: \$2,000,000.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$2,000,000.00		<b>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</b> a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Award(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION <b>\$0.00</b>					
		<b>35. FORMER GRANT NUMBER</b>					
		<b>36. OBJECT CLASS</b> 41.11					
		<b>37. BHCNIS#</b>					
<b>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b>							
a. Authorized Financial Assistance This Period <b>\$2,000,000.00</b> b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Award(s) This Budget Period \$0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION <b>\$2,000,000.00</b>							
<b>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</b> a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.							
<b>39. ACCOUNTING CLASSIFICATION CODES</b>							
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	
22 - 370CONS	93.493	22CE1HS47246	\$2,000,000.00	\$0.00	N/A	22CE1HS47246	

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Condition(s)

#### 1. Due Date: Within 60 Days of Budget Start Date

Within 60 days of Project Period Start Date, the award recipient must submit into HRSA's Electronic Handbook a revised SF-424C budget page, revised budget justification and revised equipment list, in accordance with the application guidance.

### Program Specific Condition(s)

#### 1. Due Date: Within 120 Days of Budget Start Date

The award recipient must record a Notice of Federal Interest (NFI) in the appropriate official records of the jurisdiction in which the property is located. A notarized and recorded copy of the NFI must be submitted into HRSA's Electronic Handbook.

#### 2. Due Date: Within 60 Days of Budget Start Date

Within 60 days of the Project Period Start Date, the award recipient must submit into HRSA's Electronic Handbook documentation that identifies and clearly describes all other sources of funding for the total project, including other Federal, State, and local governmental agencies, non-profits, or proposed debt. The description provided should include information on the status/certainty of the other sources of funding.

### Grant Specific Term(s)

- 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
- As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
- The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:

<http://pms.psc.gov/find-pms-liaison-accountant.html>

5. For awards with program- or grant-specific conditions, funds are restricted and may not be drawn down until all conditions have been met and lifted from the Notice of Award. The only exceptions to this restriction on drawdown may be limited to pre-construction activities related to meeting one of these conditions, such as expenses for completing architectural and engineering plans, meeting licensing and permitting requirements, historic preservation consultation with the State Historic Preservation Office/Tribal Historic Preservation Office, and/or preparing the Environmental Assessment.
6. This Notice of Award (NoA) is issued to inform your organization of the awarding of Community Project Funding/Congressionally Directed Spending (CPF/CDS): Construction Projects (HRSA-22-134) funding. This funding is authorized by the FY 2022 Consolidated Appropriations Act (P.L. 117-103) for projects that relate to the construction and renovation (including equipment) of health care and other facilities. This award cannot be transferred to another entity.

### Program Specific Term(s)

1. For awards with program- or grant-specific conditions, funds are restricted and may not be drawn down until all conditions have been met and lifted from the Notice of Award. The only exceptions to this restriction on drawdown are limited to pre-construction activities related to meeting one of these conditions, such as expenses for completing architectural and engineering plans, meeting licensing and permitting requirements, historic preservation consultation with the State Historic Preservation Office/Tribal Historic Preservation Office, and/or preparing the Environmental Assessment.
2. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), HRSA-funded health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
3. This Notice of Award (NoA) is issued to inform your organization of the awarding of Community Project Funding/Congressionally Directed Spending (CPF/CDS): Construction Projects (HRSA-22-134) funding. This funding is authorized by the FY 2022 Consolidated Appropriations Act (P.L. 117-103) for projects that relate to the construction and renovation (including equipment) of health care and other facilities. This award cannot be transferred to another entity.
4. A prior approval request must be submitted to HRSA for review of any pre-award costs incurred up to 90 day prior to the Consolidated Appropriations Act P.L. 117-103 (before March 15, 2022).
5. An award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
6. All program income generated as a result of awarded funds must be used for approved project-related activities. Any program income earned by the recipient must be used under the addition/additive alternative. Additional requirements found at 45 CFR § 75.307.
7. Although this NoA approves funds for the project(s) identified in the submitted application, HRSA may take action to withdraw the approval and funds for the project(s) if subsequent events lead HRSA to conclude that a project as originally proposed is ineligible or cannot be completed. Subsequent events could include, but are not limited to, non-compliance with the implementation of the project (such as excessive drawdown, improper procurement, conflicts of interests, etc.), significant changes to the location or physical scope of the project without prior approval, or the identification of previously undocumented environmental or historic preservation issues that lead the HRSA to conclude that the proposed project cannot be carried out consistent with the eligibility and program requirements. If this occurs, please contact the assigned Project Officer to discuss.
8. The award recipient will submit a semi-annual Progress Report for the approved project(s) into the HRSA Electronic Handbook (EHB) every six months until the project is completed.

### Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

### Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

## 2. Due Date: Within 90 Days of Project End Date

Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final report with the following items as applicable:

- Photos of before, during, and after project completion - scan and upload photographs, with brief descriptions of the project prior to initiating work, during renovation/construction, and of the completed project. Include exterior shots (front, rear of building), major rooms and examples of grant funded major equipment items;
- Certificate of substantial completion;
- Certificate of occupancy;
- Letter stating that the project was completed in accordance with previously certified documents and in accordance with all applicable federal statutes and regulations, as well as all applicable State codes, and local codes and ordinances.

## 3. Due Date: Within 90 Days of Project End Date

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
Sebastian Tezna	Program Director	sebastian.tezna@fairfaxcounty.gov
Elizabeth R McCartney	Point of Contact	elizabeth.mccartney@fairfaxcounty.gov
Daryl A Washington	Authorizing Official	daryl.washington@fairfaxcounty.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



**Department of Health and Human Services**  
Health Resources and Services Administration

Notice of Award  
FAIN# GE147009  
Federal Award Date: 08/23/2022

### Recipient Information

1. Recipient Name  
Fairfax County Virginia  
12011 Government Center Pkwy STE 836  
Fairfax, VA 22035-1100
2. Congressional District of Recipient  
11
3. Payment System Identifier (ID)  
1540787833A2
4. Employer Identification Number (EIN)  
540787833
5. Data Universal Numbering System (DUNS)  
074837626
6. Recipient's Unique Entity Identifier  
W2ZUFMBDM378
7. Project Director or Principal Investigator  
Elizabeth McCartney  
Grants Analyst  
elizabeth.mccartney@fairfaxcounty.gov  
(703)324-5257
8. Authorized Official  
Daryl Washington  
Executive Director  
daryl.washington@fairfaxcounty.gov  
(703)324-7089

### Federal Agency Information

9. Awarding Agency Contact Information  
Dhendup Sherpa  
Grants Management Specialist  
Office of Federal Assistance Management (OFAM)  
Division of Grants Management Office (DGMO)  
dsherpa@hrsa.gov  
(301) 443-3462
10. Program Official Contact Information  
Crystal Bush  
Engineer  
Healthcare Systems Bureau (HSB)  
cbush@hrsa.gov  
(000) 000-0000

### Federal Award Information

11. Award Number  
1 GE1HS47009-01-00
12. Unique Federal Award Identification Number (FAIN)  
GE147009
13. Statutory Authority  
Consolidated Appropriations Act, 2022, (PL 117-103)
14. Federal Award Project Title  
Community Project Funding/Congressionally Directed Spending - Non-Construction
15. Assistance Listing Number  
93.493
16. Assistance Listing Program Title  
Congressional Directives
17. Award Action Type  
New
18. Is the Award R&D?  
No

### Summary Federal Award Financial Information

19. Budget Period Start Date 08/01/2022 - End Date 07/31/2023
20. Total Amount of Federal Funds Obligated by this Action \$800,000.00
  - 20a. Direct Cost Amount
  - 20b. Indirect Cost Amount
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$800,000.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$800,000.00
26. Project Period Start Date 08/01/2022 - End Date 07/31/2023
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$800,000.00

28. Authorized Treatment of Program Income  
Addition
29. Grants Management Officer – Signature  
Karen Mayo on 08/23/2022

### 30. Remarks



Notice of Award  
Award Number: 1 GE1HS47009-01-00  
Federal Award Date: 08/23/2022

**Healthcare Systems Bureau (HSB)**

<b>31. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation  <table style="width: 100%;"> <tr><td>a. Salaries and Wages:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>b. Fringe Benefits:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Consultant Costs:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>f. Supplies:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>g. Travel:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other:</td><td style="text-align: right;">\$800,000.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td style="text-align: right;">\$800,000.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&amp;W/TADC):</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td style="text-align: right;">\$800,000.00</td></tr> <tr><td>    i. Less Non-Federal Share:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Federal Share:</td><td style="text-align: right;">\$800,000.00</td></tr> </table>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$800,000.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$800,000.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	q. TOTAL APPROVED BUDGET:	\$800,000.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$800,000.00	<b>33. RECOMMENDED FUTURE SUPPORT:</b> (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 20%;">YEAR</th> <th style="width: 80%;">TOTAL COSTS</th> </tr> <tr> <td></td> <td style="text-align: center;">Not applicable</td> </tr> </table> <b>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</b> <table style="width: 100%;"> <tr><td>a. Amount of Direct Assistance</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td style="text-align: right;"><b>\$0.00</b></td></tr> </table> <b>35. FORMER GRANT NUMBER</b>  <b>36. OBJECT CLASS</b> 41.51  <b>37. BHCNIS#</b> 	YEAR	TOTAL COSTS		Not applicable	a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	<b>\$0.00</b>
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<b>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b>  <table style="width: 100%;"> <tr><td>a. Authorized Financial Assistance This Period</td><td style="text-align: right;"><b>\$800,000.00</b></td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td>    i. Additional Authority</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Offset</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;"><b>\$800,000.00</b></td></tr> </table>	a. Authorized Financial Assistance This Period	<b>\$800,000.00</b>	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$800,000.00</b>	<b>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</b> a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.
a. Authorized Financial Assistance This Period	<b>\$800,000.00</b>														
b. Less Unobligated Balance from Prior Budget Periods															
i. Additional Authority	\$0.00														
ii. Offset	\$0.00														
c. Unawarded Balance of Current Year's Funds	\$0.00														
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e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$800,000.00</b>														

<b>39. ACCOUNTING CLASSIFICATION CODES</b>						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
22 - 370NCON	93.493	22GE1HS47009	\$800,000.00	\$0.00	N/A	22GE1HS47009

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Condition(s)

#### 1. Due Date: Within 60 Days of Award Release Date

Within 60 days of award release date, the award recipient must submit into HRSA's Electronic Handbook a revised SF-424A budget page, revised budget justification and revised equipment list, in accordance with the application guidance, with detailed line-item identification of both Federal and non-Federal (if applicable) funds.

### Grant Specific Term(s)

- 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
- As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
- The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**  
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://pms.psc.gov/find-pms-liaison-accountant.html>
- For awards with program- or grant-specific conditions, funds are restricted and may not be drawn down until all conditions have been met and lifted from the Notice of Award. The only exceptions to this restriction on drawdown may be limited to pre-construction activities related to meeting one of these conditions, such as expenses for completing architectural and engineering plans, meeting licensing and permitting requirements, historic preservation consultation with the State Historic Preservation Office/Tribal Historic Preservation Office, and/or preparing the Environmental Assessment*

### Program Specific Term(s)

- This Notice of Award (NoA) is issued to inform your organization of the awarding of Congressionally Directed Spending (CDS): Non-Construction Projects (HRSA-22-135) funding. This funding is authorized by the FY 2022 Consolidated Appropriations Act (P.L. 117-103) for

- congressionally directed spending projects that relate to supporting health related activities, including training and information technology.
- Equipment includes all moveable equipment that has a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more, including information technology systems. Moveable equipment can be readily shifted from place to place without requiring a change in the utilities or structural characteristics of the space. Any equipment purchased with your CDS award must be procured, maintained, tracked, and disposed of in accordance with 45 CFR part 75.
  - Pre-award costs may be considered for funding as long as they are included in the application, are allowable costs and were not incurred more than 90 days prior to the award start date. You will need to submit a prior approval request to HRSA for review for any costs incurred more than 90 day prior to the award start date.
  - The award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
  - All program income generated as a result of awarded funds must be used for approved project-related activities. Additional requirements can be found at 45 CFR § 75.307.
  - The award recipient will submit a semi-annual Progress Report for the approved project(s) into the HRSA Electronic Handbook (EHB) every six months until the project is completed. Additional instructions regarding submission requirements will be provided at a later date.

## Standard Term(s)

- Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

## Reporting Requirement(s)

- Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

- Due Date: Within 90 Days of Project End Date**

Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final project overview, as well as a description of project objectives and accomplishments for the completed project.

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
Daryl Washington	Authorizing Official	daryl.washington@fairfaxcounty.gov
Shwetal A Parikh	Business Official	shwetal.parikh@fairfaxcounty.gov
Elizabeth McCartney	Program Director	elizabeth.mccartney@fairfaxcounty.gov

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Elizabeth McCartney	Point of Contact	elizabeth.mccartney@fairfaxcounty.gov
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Note: NoA emailed to these address(es)

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All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



**Department of Health and Human Services**  
Health Resources and Services Administration

Notice of Award  
FAIN# GE147170  
Federal Award Date: 09/08/2022

**Recipient Information**

1. Recipient Name  
Fairfax County Virginia  
12011 Government Center Pkwy STE 836  
Fairfax, VA 22035-1100
2. Congressional District of Recipient  
11
3. Payment System Identifier (ID)  
1540787833A2
4. Employer Identification Number (EIN)  
540787833
5. Data Universal Numbering System (DUNS)  
074837626
6. Recipient's Unique Entity Identifier  
W2ZUFMBDM378
7. Project Director or Principal Investigator  
Elizabeth McCartney  
elizabeth.mccartney@fairfaxcounty.gov  
(703)324-5257
8. Authorized Official  
Daryl Washington  
Executive Director  
daryl.washington@fairfaxcounty.gov  
(703)324-7089

**Federal Agency Information**

9. Awarding Agency Contact Information  
Anthony Ayuninjam  
Grants Management Specialist  
Office of Federal Assistance Management (OFAM)  
Division of Grants Management Office (DGMO)  
aayuninjam@hrsa.gov  
(301) 945-5821
10. Program Official Contact Information  
Julia Bryan  
Healthcare Systems Bureau (HSB)  
jbryan@hrsa.gov  
(301) 443-6707

**Federal Award Information**

11. Award Number  
1 GE1HS47170-01-00
12. Unique Federal Award Identification Number (FAIN)  
GE147170
13. Statutory Authority  
Consolidated Appropriations Act, 2022, (PL 117-103)
14. Federal Award Project Title  
Community Project Funding/Congressionally Directed Spending - Non-Construction
15. Assistance Listing Number  
93.493
16. Assistance Listing Program Title  
Congressional Directives
17. Award Action Type  
New
18. Is the Award R&D?  
No

**Summary Federal Award Financial Information**

19. Budget Period Start Date 09/01/2022 - End Date 08/31/2023	
20. Total Amount of Federal Funds Obligated by this Action	\$375,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$375,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$375,000.00
26. Project Period Start Date 09/01/2022 - End Date 08/31/2023	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$375,000.00

28. Authorized Treatment of Program Income  
Addition
29. Grants Management Officer – Signature  
Tammy Ponton on 09/08/2022

**30. Remarks**



Notice of Award  
Award Number: 1 GE1HS47170-01-00  
Federal Award Date: 09/08/2022

## Healthcare Systems Bureau (HSB)

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c. Less Cumulative Prior Award(s) This Budget Period	\$0.00																																																		
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	<b>\$0.00</b>																																																		

<b>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Authorized Financial Assistance This Period</td><td style="text-align: right;"><b>\$375,000.00</b></td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td>    i. Additional Authority</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Offset</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;"><b>\$375,000.00</b></td></tr> </table>	a. Authorized Financial Assistance This Period	<b>\$375,000.00</b>	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$375,000.00</b>	<b>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</b> a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.
a. Authorized Financial Assistance This Period	<b>\$375,000.00</b>														
b. Less Unobligated Balance from Prior Budget Periods															
i. Additional Authority	\$0.00														
ii. Offset	\$0.00														
c. Unawarded Balance of Current Year's Funds	\$0.00														
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00														
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$375,000.00</b>														

<b>39. ACCOUNTING CLASSIFICATION CODES</b>						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
22 - 370NCON	93.493	22GE1HS47170	\$375,000.00	\$0.00	N/A	22GE1HS47170

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Condition(s)

#### 1. Due Date: Within 30 Days of Award Issue Date

Please submit the name of the person from this grant who will be overseeing the goals and objectives of this project and the percentage of time and effort of in-kind support they will be donating toward this project.

### Grant Specific Term(s)

- 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
- As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
- The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:

<http://pms.psc.gov/find-pms-liaison-accountant.html>

### Program Specific Term(s)

- This Notice of Award (NoA) is issued to inform your organization of the awarding of Congressionally Directed Spending (CDS): Non-Construction Projects (HRSA-22-135) funding. This funding is authorized by the FY 2022 Consolidated Appropriations Act (P.L. 117-103) for congressionally directed spending projects that relate to supporting health related activities, including training and information technology.
- Equipment includes all moveable equipment that has a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more, including information technology systems. Moveable equipment can be readily shifted from place to place without requiring a change in the utilities or structural characteristics of the space. Any equipment purchased with your CDS award must be procured, maintained, tracked, and disposed of in accordance with 45 CFR part 75.

3. Pre-award costs may be considered for funding as long as they are included in the application, are allowable costs and were not incurred more than 90 days prior to the award start date. You will need to submit a prior approval request to HRSA for review for any costs incurred more than 90 days prior to the award start date.
4. The award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
5. All program income generated as a result of awarded funds must be used for approved project-related activities. Additional requirements can be found at 45 CFR § 75.307.
6. The award recipient will submit a semi-annual Progress Report for the approved project(s) into the HRSA Electronic Handbook (EHB) every six months until the project is completed. Additional instructions regarding submission requirements will be provided at a later date.

## Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

## Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

2. **Due Date: Within 90 Days of Project End Date**

Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final project overview, as well as a description of project objectives and accomplishments for the completed project.

3. **Due Date: Within 90 Days of Project End Date**

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

## Contacts

### NoA Email Address(es):

Name	Role	Email
Elizabeth McCartney	Program Director	elizabeth.mccartney@fairfaxcounty.gov
Daryl Washington	Authorizing Official	daryl.washington@fairfaxcounty.gov

Elizabeth McCartney	Point of Contact	elizabeth.mccartney@fairfaxcounty.gov
Jerome A Newsome	Business Official	jerome.newsone@fairfaxcounty.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

**SUPPLEMENTAL APPROPRIATION RESOLUTION AS 23110**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on December 6, 2022, at which a quorum was present and voting, the following resolution was adopted:

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2023, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency:	G7620, Fairfax-Falls Church Community Services Board	\$3,175,000
Grants:	1760092-2023 - Merrifield Crisis Response Center - CPFR	
	1760093-2023 - Regional Projects Data Warehouse - CPFR	
	1760094-2023 - LIPOS-DAP Data Collection/Management System - CPFR	

Appropriate to:

Agency:	G8787, Unclassified Administrative Expenses	\$3,175,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Health and Human Services, \$3,175,000

A Copy - Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

ADMINISTRATIVE – 13

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, FY 2023 Combating Hate Crime Grant Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the Department of Criminal Justice Services, FY 2023 Combating Hate Crime Grant Program in the amount of \$150,000. Eligibility requirement for this grant announcement is open to all localities in the Commonwealth that have established a partnership program with institution(s) or nonprofit organization(s) that have been targets or are at-risk of being targets of hate crimes. Funding will be used to better secure the facilities of the following organizations against hate crimes in Fairfax County: Bethlehem Lutheran Church, Congregation Olam Tikvah, Gesher Jewish Day School, Lutheran Social Services of the National Capital Area, Pozez Jewish Community Center of Northern Virginia, and Temple Rodef Shalom. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCPD to apply for and accept funding, if received, from the Department of Criminal Justice Services, Combating Hate Crimes Grant program in the amount of \$150,000. FCPD will partner with six organizations to improve their security in hopes of deterring, detecting, delaying and denying threats and attacks thus reducing or eliminating damage from a hate crime. No new positions will be created, and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

Board Agenda Item  
December 6, 2022

TIMING:

Board action is requested on December 6, 2022. Due to an application deadline of October 28, 2022, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

The Virginia Department of Criminal Justice Services (DCJS) is offering a second opportunity for grant funds to localities to combat hate crimes. DCJS is soliciting applications to make competitive grants to localities within the Commonwealth that have established a partnership program with institutions and/or nonprofit organizations that have been targets or are at risk of being targets of hate crimes.

The goal of this program is to minimize bias-motivated incidents by providing funding that supports institutions and/or nonprofit organizations that may be at risk based on race, religious conviction, color, gender, disability, gender identity, sexual orientation, or national origin. The full grant solicitation can be found here:

<https://www.dcjs.virginia.gov/grants/programs/fy2023-combating-hate-crimes-grant-program-funding>

FCPD will partner with Bethlehem Lutheran Church, Congregation Olam Tikvah, Gesher Jewish Day School, Lutheran Social Services of the National Capital Area, Pozez Jewish Community Center of Northern Virginia, and Temple Rodef Shalom for improvements to their locations to better protect against hate crimes in Fairfax County. FCPD will partner with a church, two synagogues, a community center, a school, and a social services agency to improve their security to better deter and detect threats thus reducing or eliminating damage from a hate crime. Bethlehem Lutheran Church and Lutheran Social Services of the National Capital Area are partnering to install an integration security system. Olam Tikvah will add keypads to access their Youth Wing. Gesher Jewish Day School will upgrade closed circuit television (CCTV) system and increase security guard services. Pozez Jewish Community Center will improve their cyber security with a new wireless infrastructure and upgrade their CCTV monitoring stations. Temple Rodef Shalom will add more secure locks to classrooms and harden shelter locations. The total of project that Fairfax County Police Department will spend with these funds will be approximately \$150,000.

Board Agenda Item  
December 6, 2022

FISCAL IMPACT:

Grant funding in the amount of \$150,000 is being requested from the DCJS, FY 2023 Combating Hate Crime Grant Program to fund security improvements at six organizations in Fairfax County to better deter and detect threats thus reducing or eliminating damage from a hate crime. No Local Cash Match is required. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, the FCPD has elected to omit inclusion of indirect costs to maximize the proposal's competitive position. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2023.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

Thomas Arnold, Deputy County Executive  
Kevin Davis, Chief of Police

**FY 2023 Combating Hate Crimes Grant Program  
Summary of Grant Proposal**

<b>Grant Title:</b>	FY 2023 Combating Hate Crimes Grant Program
<b>Funding Agency:</b>	Virginia Department of Criminal Justice Services
<b>Applicant:</b>	Fairfax County Police Department
<b>Funding Amount:</b>	Funding of \$150,000 has been requested.
<b>Proposed Use of Funds:</b>	Funding will be used to fund Bethlehem Lutheran Church, Congregation Olam Tikvah, Gesher Jewish Day School, Lutheran Social Services of the National Capital Area, Pozez Jewish Community Center of Northern Virginia, and Temple Rodef Shalom to help assist in improvements to their locations to better secure their facilities to protect them against hate crimes against religious institutions and organizations in Fairfax County.
<b>Performance Measures:</b>	Project Manager will meet monthly with partners to track the execution of individual projects along anticipated timelines. Collectively, the projects will help strengthen Bethlehem Lutheran Church, Congregation Olam Tikvah, Gesher Jewish Day School, Lutheran Social Services of the National Capital Area, Pozez Jewish Community Center of Northern Virginia, and Temple Rodef Shalom in Fairfax County.
<b>Grant Period:</b>	January 1, 2023 – September 30, 2023

Board Agenda Item  
December 6, 2022

ADMINISTRATIVE - 14

Additional Time to Commence Construction for Special Exception SE 2019-SU-022, Blue Knob Investors, LLC (Sully District)

ISSUE:

Board consideration of additional time to commence construction, pursuant to the provisions of subsection 8100.3.D.6(b) of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve thirty (30) months additional time for SE 2019-SU-022 to July 28, 2025.

TIMING:

Board approval is requested on December 6, 2022.

BACKGROUND:

Under subsection 8100.3.D.6(b) of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors (Board), an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On July 28, 2020, the Board concurrently approved Rezoning RZ 2019-SU-021 and Special Exception SE 2019-SU-022, subject to proffers and development conditions. The applications were filed in the name of Blue Knob Investors LLC., to permit “vehicles sales, rental and auxiliary service” and “vehicle light service” on this property zoned C-8 and I-5. These uses are now respectively referred to as “Vehicle Sales, Rental and Service” and “Vehicle Repair and Maintenance, light” under the amended Zoning Ordinance. SE 2019-SU-022 was approved subject to the requirement that the use be established or construction commence within thirty (30) months of approval. The development conditions for SE 2019-SU-022 are included as part of the Board of Supervisors Clerk’s letter contained in Attachment 2.

Board Agenda Item  
December 6, 2022

On August 19, 2022, the Department of Planning and Development (DPD) received a letter from G. Evan Pritchard, agent for the Applicant, requesting thirty (30) additional months to commence construction, which would otherwise expire on January 28, 2023 (see Attachment 3) With such approval, the use would have to be established, or construction would have to commence by July 28, 2025. The approved Special Exception will not expire pending the Board's action on the request for additional time.

In the August 19, 2022, request for additional time, Mr. Pritchard stated his client, PDCREF2 Chantilly LLC, had recently purchased the property but that market conditions in the automotive industry had been too unstable during the COVID-19 pandemic to secure financing and begin development. However, as conditions have stabilized, the property owner believes it is now feasible to gain such financing to begin the development process and explore development options. However, making such evaluations and obtaining the site and building plan approval required to commence construction will require additional time. Therefore, Mr. Pritchard has asked for an additional 30 months to commence construction. Staff has reviewed the request and notes that this Special Exception has not previously been extended and that an additional thirty months is appropriate given market conditions and the typical time required to process site plans and commence construction activities. The additional thirty months should allow the requestor to finalize decisions about this property, secure financing, obtain site plan approval and mobilize construction efforts.

Staff has reviewed Special Exception SE 2019-SU-022 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit the uses as described. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2019-SU-022 are still appropriate to remain in full force and effect. Staff believes that approval of the request for thirty (30) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Letter from the Clerk of the Board of Supervisors to David S. Houston

Attachment 3: Letter dated August 19, 2022, to Leslie B. Johnson

Board Agenda Item  
December 6, 2022

STAFF:

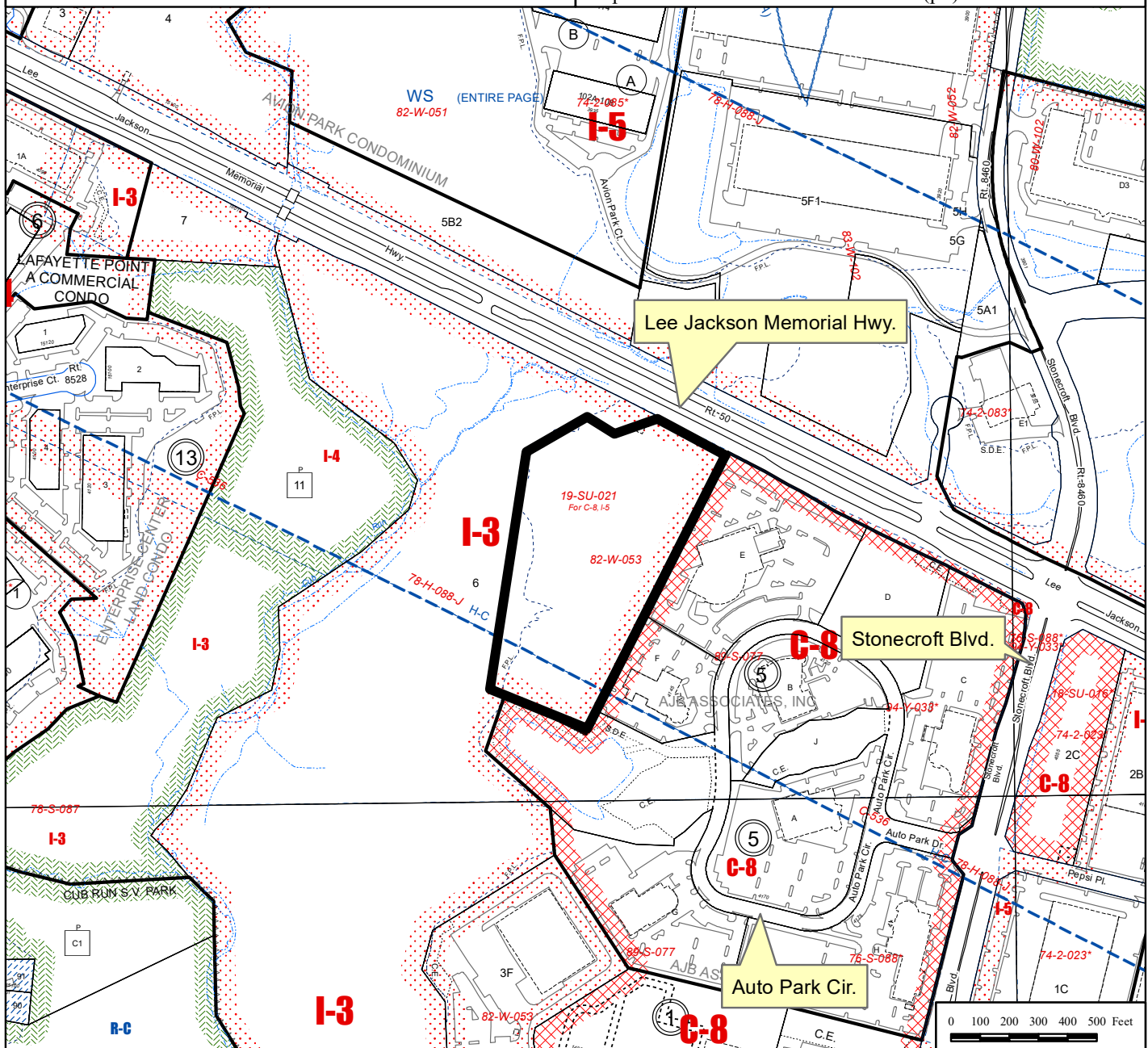
Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning & Development (DPD)

Suzanne Wright, Chief, Conformance Review & Acceptance Branch, Zoning Evaluation  
Division, DPD

Kelly Atkinson, Chief, Environment & Development Review Branch, Planning Division,  
DPD

<b>Rezoning Application</b> <b>RZ 2019-SU-021</b>	<b>Special Exception</b> <b>SE 2019-SU-022</b>
<b>Applicant:</b> BLUE KNOB INVESTORS, LLC <b>Accepted:</b> 04/09/2020- AMENDED 12/09/2019 <b>Proposed:</b> VEHICLE SALES, RENTAL AND ANCILLARY SERVICE ESTABLISHMENT, NEW VEHICLE STORAGE, VEHICLE LIGHT SERVICE ESTABLISHMENT AND VEHICLE MAJOR SERVICE ESTABLISHMENT	<b>Applicant:</b> BLUE KNOB INVESTORS, LLC <b>Accepted:</b> 04/09/2020- AMENDED 12/09/2019 <b>Proposed:</b> VEHICLE SALES, RENTAL AND ANCILLARY SERVICE ESTABLISHMENT, AND VEHICLE LIGHT SERVICE ESTABLISHMENT
<b>Area:</b> 12.06 AC; DISTRICT - SULLY <b>Zoning Dist Sect:</b> <b>Located:</b> SOUTH SIDE OF LEE JACKSON MEMORIAL HIGHWAY APPROXIMATELY 1,200 WEST OF ITS INTERSECTION WITH STONECROFT BOULEVARD	<b>Area:</b> 12.06 AC; DISTRICT - SULLY <b>Zoning Dist Sect:</b> 04-0804, 5-504, 9-518, 9-505 <b>Located:</b> VACANT LAND - SOUTH SIDE OF LEE JACKSON MEMORIAL HIGHWAY APPROXIMATELY 1,200 WEST OF IT'S INTERSECTION WITH STONECROFT BOULEVARD
<b>Zoning:</b> FROM I- 3 TO C- 8, FROM I- 3 TO I- 5 <b>Overlay Dist:</b> WS AN HC <b>Map Ref Num:</b> 033-2- /01/ /0006 (pt.)	<b>Zoning:</b> C- 8, I-5 <b>Plan Area:</b> 3 <b>Overlay Dist:</b> WS AN HC <b>Map Ref Num:</b> 033-2- /01/ /0006 (pt.)





# County of Fairfax, Virginia

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

July 29, 2020

David S. Houston  
Bean, Kinney & Korman, P.C.  
2311 Wilson Blvd., Suite 500  
Arlington, Virginia 22201

**RE: Rezoning and Special Exception Applications RZ 2019-SU-021 and SE 2019-SU-022  
Blue Knob Investors, LLC  
Sully District**

Dear Mr. Houston:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on July 28, 2020. The Board approved Rezoning Application RZ 2019-SU-021, subject to the executed Proffers dated June 19, 2020.

**The Board also:**

- Modified Zoning Ordinance Section 13-303 for transitional screening requirements along the eastern property line of the I-5 zoning district, in favor of the landscaping required by the development conditions
- Waived Zoning Ordinance Section 13-304 for barrier requirements along the eastern property line of the I-5 zoning district
- Modified Zoning Ordinance Section 13-203 Part 1 for peripheral parking lot landscaping for the eastern and western property lines, in favor of the existing and proposed vegetation shown on the GDP/SE Plat
- Modified Zoning Ordinance Section 17-201 Part 2A for the construction of a service drive adjacent to any primary highway, to permit inter-parcel access to satisfy the requirement

The Board also approved Special Exception Application SE 2019-SU-022, subject to the Development Conditions date June 15, 2020.

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

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**Department of Clerk Services**  
**Clerk for the Board of Supervisors**  
12000 Government Center Parkway, Suite 552  
Fairfax, Virginia 22035  
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>

2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.
3. This Special Exception (SE) is subject to the provisions of Article 17, Site Plans, as may be determined by the Director Land Development (LDS). Any plan submitted pursuant to this SE will be in substantial conformance with the approved SE Plat entitled "Generalized Development Plan/Special Exception Plan", prepared by Urban, dated May 20, 2020 (GDP/SE Plat), and these conditions. Minor modifications to the approved SE may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.
4. For the vehicle sales establishment, areas for loading, vehicle storage, and vehicle display must be designated on the site plan and limited to the designated areas as approved by Fairfax County Department of Transportation (FCDOT). The designated areas shown on the site plan will be consistent with the Parking Area Exhibit on Sheet 7 of the GDP/SE Plat.
5. All loading, unloading, and parking of trucks or vehicles used in the transport of automobiles or other vehicles intended for delivery to and from the subject site must occur in designated vehicle delivery areas (one for each establishment) to be identified at site plan as approved by FCDOT; may not result in any disruption of the traffic on Route 50 or within the vehicle circulation pattern shown on the GDP/SE Plat; and must be consistent with the Parking Area Exhibit on Sheet 7 of the GDP/SE Plat.
6. Upon completion of the construction of the improvements shown on the GDP/SE Plat, outdoor storage or parking of construction equipment, construction vehicles, construction machinery or vehicles such as solid waste collection vehicles, dump trucks, cement mixers, tractors and/or trailers of tractor-trailer trucks is not permitted.
7. Only paved parking areas and garages may be used for parking, storage, and/or display of vehicles. No vehicles may be parked within landscaped areas nor within any fire lanes.
8. At site plan review, the applicant will provide additional landscaping as follows, as reviewed and approved by UFMD:
  - a. Provide building foundation plantings, consisting of shrubs and seasonal flowers, for the front entrance to the vehicle sales establishment.
  - b. Provide more vegetation along the east side of the property adjacent to each building, in addition to the proposed shrubs shown on the GDP/SE Plat and the 8 interior parking lot trees, in the area adjacent to the 15-foot easement. Additional vegetation must include at minimum 8 Category III or IV Deciduous trees (for a total of 16 trees along that side). This may be accomplished by increasing the size and/or amount of the proposed landscape islands or landscaped area. If required to provide adequate space for supplemental plantings, the applicant may be required to remove or reconfigure some surface parking spaces, provided parking requirements continue to be met.

9. Notwithstanding what is shown on the GDP/SE Plat, a more definitive visual and distinct boundary between the C-8 and I-5 Districts must be provided to be determined at site plan, which may include merging or enlarging concrete islands for a more distinct median, providing additional wayfinding signage, and/or use of paint markings.
10. Notwithstanding the signage shown on Sheet 8A, final determination from the Zoning Administrator will be required during the sign permit process to assess whether Zoning Ordinance provision 12-204.2(B) or 12-204.2(E)(2), or another provision, is applicable to the subject property. If required, the applicant must reduce monument signage area or the number of monument signs from that shown on the GDP/SE plat to meet the applicable provision.

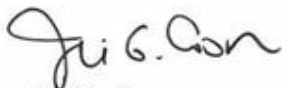
This approval, contingent on the above noted conditions, will not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant will be himself responsible for obtaining the required Non-Residential Use Permit through established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

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

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

For additional information, please go to <http://ldsnet.fairfaxcounty.gov/ldsnet> or contact the Zoning Evaluation Division at (703) 324-1290.

Sincerely,



Jill G. Cooper  
Clerk for the Board of Supervisors

David S. Houston  
July 29, 2020

-4-

Cc: Supervisor Kathy L. Smith, Sully District  
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration  
Tracy D. Strunk, Director, Zoning Evaluation Division, Dept. of Planning and Development  
Deputy Zoning Administrator, Dept. of Planning and Development  
Michael Liddle, Director, GIS Services, Department of Information Technology  
Jeff Hermann, Section Chief, Transportation Planning Division  
Andrea Dorlester, Park Planning Branch Manager, FCPA  
Abdi Hamud, Program Administrator, DHCD/Design Development Division  
Jessica Gillis, Coordinator, Facilities Planning, Fairfax County Public Schools  
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation  
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in Conference Room 11 of the Government Center at Fairfax, Virginia, on Tuesday, July 28, 2020, at which meeting a quorum was present and voting, the following ordinance was adopted:

**AN ORDINANCE AMENDING THE ZONING ORDINANCE  
REZONING APPLICATION NUMBER RZ 2019-SU-021  
(concurrent with Special Exception Application SE 2019-SU-022)**

**WHEREAS**, Blue Knob Investors, LLC filed in the proper form an application requesting the zoning of a certain parcel of land herein after described, from the I-3, WS, AN and HC Districts to the C-8, WS, AN and HC Districts

**WHEREAS**, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

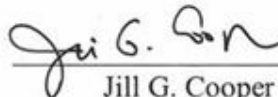
**WHEREAS**, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony, and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

**NOW, THEREFORE, BE IT ORDAINED**, that that certain parcel of land situated in the Sully District, and more particularly described as follows (see attached legal description):

Be and hereby is, zoned to the C-8, WS, AN and HC Districts and said property is subject to the use regulations of said C-8, WS, AN and HC Districts and further restricted by the conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are in addition to the Zoning Ordinance regulations applicable to said parcel, and

**BE IT FURTHER ENACTED**, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this 28th day of July 2020.



\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors



August 19, 2022

**G. Evan Pritchard**

Direct Phone 202-280-6482  
Direct Fax 202-618-4854  
epritchard@cozen.com

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

**Re: Request for Additional Time to Commence Construction  
SE 2019-SU-022  
Property: Tax Map No. 33-2 ((1)) 6**

Dear Ms. Johnson:

On behalf of the owner of the above-referenced property, PDCREF2 Chantilly LLC, please accept this letter as our request for an extension of time to commence construction of the car dealership use approved by the Fairfax County Board of Supervisors (the "Board") via SE 2019-SU-022. Please note that PDCREF2 Chantilly LLC only recently acquired title to the property from GC Premier LLC, which is still listed as the owner in the Fairfax County Assessor's records.

SE 2019-SU-022 was approved by the Board on July 28, 2020. Since that time, the automotive industry, like many others, has experienced a great deal of change and uncertainty attributable to the COVID-19 pandemic. As a result, it has been extremely difficult to secure financing and move forward with construction of the approved car dealership. Approximately two and a half years into the pandemic, market conditions have finally stabilized to the point that it appears feasible to obtain financing and potentially re-commence development efforts by submitting a site plan for approval. Approval of the site plan and the securing of building permits would, however, take a good deal of time. Accordingly, we respectfully ask that the period to commence construction pursuant to SE 2019-SU-022 be extended by the Board for an additional thirty (30) months. Such an extension will allow sufficient time for the new owner of the property to consider whether to move forward with the car dealership use or consider other potential development options.

No prior extension requests have been made for SE 2019-SU-022. Although the Virginia Assembly has automatically extended special exceptions that were outstanding as of July 1, 2020, via Virginia Code § 15.2209.1:1.B, SE 2019-SU-022 was approved a few weeks after that date so action by the Board is needed in this instance.

If you need any additional information to process this request, please do not hesitate to let me know. Thanks as always for your assistance in this matter.

\\cozen.com\WDC\users\gpritchard\Documents\Chantilly Premier\Extension of Time to Commence Construction Under SE.docx

Leslie B. Johnson  
August 19, 2022  
Page 2

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Sincerely,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read "G. Evan Pritchard", with a stylized, cursive script.

BY: G. EVAN PRITCHARD

GEP

Board Agenda Item  
December 6, 2022

ACTION - 1

Approval of a Parking Reduction for Huntington Club – Phase 1 (Land Bays A, B, C, and D) (Mount Vernon District)

ISSUE:

Board of Supervisors (Board) approval of an approximate 37.7 percent reduction (58 fewer spaces) for 96 stacked townhome units and an approximate 22.7 percent reduction (93 fewer spaces) for 302 multi-family units of the required parking for Huntington Club – Phase 1 (Blocks A, B, C, and D), Tax Map 83-1 ((23)) 1 thru 156 and 267 thru 301 (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for Huntington Club – Phase 1 (Blocks A, B, C, and D) pursuant to Paragraph 6.B(1)(a) of Section 6100 of the Fairfax County Zoning Ordinance (Ordinance) based on the site's proximity to mass transit as demonstrated in the parking study #3608-PKS-001, subject to the conditions in Attachment I.

TIMING:

Board action is requested on December 6, 2022.

BACKGROUND:

The Property, zoned Planned Residential – Mixed Use (PRM), is subject to proffers and conditions associated with RZ 2018-MV-005, approved on December 6, 2021. Proffer #16.A of the rezoning anticipates the applicant's pursuit of a parking reduction request for this development. The site is currently developed with 364 residential condominiums and is proposed to be developed with combination of residential, retail, office, continuing care, and hotel uses. Phase 1 includes the construction of 200 stacked townhome units on Blocks A, C, and D and a single multi-family building on Block B with 302 dwelling units and 17,400 square feet (SF) of ground-floor retail. The Property is located in the Huntington Transit Station Area (TSA) south of Huntington Avenue (Route 1332), northeast of North Kings Highway (Route 241) and immediately adjacent to the Huntington Metrorail Station which is east of the Property.

The requested reduction is for 96 of the stacked townhome units, which have only one-car garages, and the 302 multi-family residential units. The other 104 stacked

townhome units have two-car garages (tandem spaces) and do not need a reduction. The ground-floor retail in the multi-family building will be parked at the code-required rate for shopping centers in TSAs (3.44 spaces per 1,000 SF; 60 spaces total) and, also, does not need a reduction. Twenty of the code-required retail spaces will be reserved for the retail uses and the other 40 spaces may be shared with the multi-family uses for additional visitor parking at the option of the owners, but it is not considered part of the parking supply for the multi-family uses. The applicant is requesting a reduction for the stacked townhomes with one-car garages from a rate of 1.6 spaces per unit to a rate of 1.0 spaces per unit. Based on 96 units, this equates to a reduction of approximately 37.7 percent (58 fewer spaces). The applicant is requesting a reduction of the required multi-family residential parking rates from 1.3 spaces per 0-1 bedroom unit and 1.5 spaces per 2 bedroom unit to 1.05 spaces per unit. There are no 3 bedroom units proposed with this application. Based on 302 units and the unit mix provided with the parking reduction request, this equates to a reduction of approximately 22.7 percent (93 fewer spaces). The final number of units, with a maximum of 315 units, and unit mix is subject to change at the time of site plan approval.

A comparison of the code-required parking and the proposed parking for the requested reduction for Huntington Phase 1 stacked townhomes is provided in Table 1.

Table 1. Comparison of Code Required and Proposed Parking for Huntington Phase 1 Stacked Townhome Parking Reduction<sup>1</sup>

Unit Type	No. of Units	Code Required Parking Rate	Required Minimum Number of Spaces	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
stacked townhome 1-car garage	96	1.6 spaces/unit	154	1.0 spaces/unit	96	37.7%

- 1) There are 104 stacked townhome units with 2-car garages that meet the code-required parking rate. The reduction is only for the 96 stacked townhome units with 1-car garages.

The required parking for stacked townhomes in TSAs is 1.6 spaces per unit. The driveways for the garages are not long enough to function as a parking space. There are 24 parking spaces along the internal streets that will be managed as visitor parking

for all 200 of the stacked townhomes. At the requested parking rate of 1.0 spaces per unit, there is a possible deficit of both resident and visitor parking. The following measures will address this issue:

- Under rezoning proffer #16.E, guests and visitors of the stacked townhome owners will be allowed to park in the garage(s) constructed on Blocks E and/or F in future phases of the development on the same terms and conditions as those imposed on the residential units on those blocks.
- An approval condition is included with the parking reduction that will allow the residents to park, subject to availability, in the garage(s) constructed on Blocks E and/or F in future phases of the development on the same terms and conditions as those imposed on the residential units on those blocks.
- An approval condition is included with the parking reduction that will prevent the stacked townhome owners from using their garages for purposes (e.g., storage) other than parking.

A comparison of the code-required parking and the proposed parking for the requested reduction for Huntington Phase 1 multi-family residential building on Block B is provided in Table 2.

Table 2. Comparison of Code Required and Proposed Parking for Huntington Phase 1 Multi-Family Residential Building Parking Reduction<sup>1</sup>

Unit Type	No. of Units	Code Required Parking Rate	Required Minimum Number of Spaces	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
0-1 bedroom	216	1.3 spaces/unit	281	1.05 space/unit	227	19.2%
2 bedroom	86	1.5 spaces/unit	129	1.05 spaces/unit	90	30.2%
Totals	302	N/A	410	1.05 spaces/unit	317	22.7%

- 1) The multi-family residential building includes 17,400 SF of ground-floor retail that is being parked at the code-required parking rate. The reduction is only for the residential units.

It is generally accepted that parking demand in multi-family housing is correlated to the total number of bedrooms. This is reflected in the code required parking rates for multi-family buildings in both the PTC District and Transit Station Areas (TSAs), which vary based on the number of bedrooms per unit. Based on the Floor Area Ratio (FAR) of 3.21 for the approved rezoning and the Comprehensive Plan, the site would be considered a Dense Multi-Use Urban site. The Institute of Transportation Engineers (ITE) publishes parking demand data for mid-rise multi-family housing located on dense multi-use urban sites. The ITE Parking Generation Manual (5th edition January 2019) lists the peak parking demand for mid-rise multi-family housing located on dense multi-use urban sites less than 1/2 mile from a transit station as 0.67 spaces per bedroom at the 85th percentile (i.e., only 15 percent of the studies had a peak parking demand greater than 0.67 spaces per bedroom.). Use of the 85th percentile value is considered conservative. The per bedroom rate for this development, based on the proposed unit mix, is 0.86 spaces per bedroom.

This request can be supported due to the site's location adjacent to the Huntington Metro Station and the proposed conditions. The expectation is that residents adjacent to public transportation will require less parking. While residents may not give up vehicle ownership entirely, they are more likely to own less vehicles than residents in lower-density areas not well served by transit, thereby reducing parking demand.

EQUITY IMPACT:

The proposed reduction supports a quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to reduce auto travel and the amount of land devoted to parking. Reducing auto travel will reduce exhaust gas emissions, which is the primary source of air pollution in our region. Reducing the amount of land devoted to surface parking reduces stormwater runoff which, in turn, reduces water pollution and flooding. Reducing the amount of land devoted to surface parking also allows land resources to be better used to provide a

Board Agenda Item  
December 6, 2022

more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micromobility devices (e.g., bicycles and scooters). Reducing the amount of structured parking required promotes more affordable housing.

At this site, transit facilities are available within walking distance of the Property. Also, retail, dining, employment, and entertainment options are available near the subject site. These options reduce the need for auto ownership and the impacts driving causes to the environment. Further, the proposed development replaces an existing condominium development that is not sustainable because of needed repairs and creates opportunities for better management of stormwater runoff.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated December 6, 2022

Attachment II – Parking reduction request (3608-PKS-001) from Wells and Associates dated September 9, 2022

STAFF:

Rachel Flynn, Deputy County Executive

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

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

**PARKING REDUCTION CONDITIONS**  
**Huntington Club – Phase 1**  
**December 6, 2022**

1. These conditions apply to the current owner, their successors and assigns (hereinafter “owner”) of the parcels identified on 2022 Tax Map 83-1 ((23)) 1 thru 156 and 267 thru 301.
2. Off-street parking for each use designated below must be provided at the following minimum parking rates:
  - A. Residential multi-family up to a maximum of 302 units on Block B, as identified on the approved Conceptual Development Plan (CDP) for RZ 2018-MV-005, with an approximate unit mix of 72% 0-1 bedroom units and 28% 2 bedroom units:
    - 0-1 bedroom units: 1.05 space/unit
    - 2 bedroom units: 1.05 space/unit
  - B. Residential stacked homes up to a maximum of 96 units on Blocks A, C, and D, as identified on the approved CDP for RZ 2018-MV-005:
    - 1.0 space/unit
  - C. The owner may, at their discretion, utilize rates required by the Zoning Ordinance in effect at the time the uses are established.
3. Parking for any uses not listed in Condition 2 must be provided at no less than the minimum rates required by the Zoning Ordinance.
4. At such time as the owner(s) of future Blocks E and F, as identified on the approved CDP for RZ 2018-MV-005, submit to the Department of Planning and Development (DPD) a Final Development Plan (FDP) application for their respective Blocks, the owners of Blocks A, C, and D will petition DPD to request imposition of a FDP development condition to permit residents of those residential units in Blocks A, C, and D that have a single car garage to park in surplus/excess spaces located in the garage(s) constructed on Blocks E and/or F on the same terms and conditions as those imposed on the Residential Units on such Blocks. Following approval of such development condition(s) by the Planning Commission, the owners of Blocks A, C, and D will pursue and thereafter record an agreement, satisfactory to the Director of Land Development Services (Director), between the owners of Blocks A, C, and D and the owners of Blocks E and/or F that memorializes the development condition(s), which agreement must be recorded in the Fairfax County Land Records and run with the land. Such agreement(s) must be recorded prior to the issuance of the first residential use permit for Blocks E

**PARKING REDUCTION CONDITIONS**  
**Huntington Club – Phase 1**  
**December 6, 2022**

and/or F, respectively, or as otherwise provided in the approved development condition(s).

5. Any conversion of individual garages in the stacked townhomes that will preclude the parking of vehicles and the storage of trash and recycling containers within the garage is prohibited. A covenant setting forth this restriction must be recorded among the land records of Fairfax County in a form approved by the Office of the County Attorney prior to the sale of any units and will run to the benefit of the Homeowners Association (or their equivalent) for Blocks A, C, and D, as identified on the approved GDP for RZ 2018-MV-005. Prospective purchasers will be advised of this restriction, and the interior dimensions of the garages, in writing, prior to entering into a contract of sale. This restriction and the interior dimensions of the garages will be included in the marketing materials for the initial sales of units on the Property and included prominently in the Homeowners Association (or their equivalent) documents in order to provide notice to prospective purchasers in connection with future resale of the units.
6. Resident, visitor, and non-residential parking in the garage on Block B must be in separate areas to properly segregate parking for each use. Signs identifying resident, visitor, and non-residential parking areas must be provided.
7. Parking Space Utilization Study. No earlier than eighteen (18) months and no later than twenty-four (24) months after the issuance of the first occupancy permit for the multi-family building on Block B, the owner must submit a parking space utilization study for both buildings to the Director. The Director may approve an extension of this time period if the buildings are less than 90 percent occupied during the time period when the study is required to be conducted.
8. If the site is developed in substantial conformance with the approved FDP 2018-MV-005 and associated rezoning application RZ 2018-MV-005, then this parking reduction will remain in effect.
9. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director for approval.
10. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Zoning Ordinance.

**PARKING REDUCTION CONDITIONS**  
**Huntington Club – Phase 1**  
**December 6, 2022**

11. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the study's submission.
12. All parking provided must comply with the applicable requirements of the Zoning Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
13. These conditions of approval are binding on the owner and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice thirteen (13) months from its approval date.

**MEMORANDUM**

1420 Spring Hill Road,  
Suite 610,  
Tysons, VA 22102  
703-917-6620  
[WellsandAssociates.com](http://WellsandAssociates.com)

**To:** John Friedman  
Site Code Research & Development (SCRD)

**From:** Michael J. Workosky, PTP, TOPS, TSOS  
John F. Cavan, P.E., PTOE

**Re:** RZ 2018-MV-005, Huntington Club  
Fairfax County Tax Map: 83-1 ((23)) 1 thru 156 & 267 thru 301  
Fairfax County, Virginia

**Subject:** Parking Reduction Request

**Date:** September 9, 2022

**INTRODUCTION**

This memorandum presents the results of a parking reduction study conducted in support of a parking reduction request for the Phase 1 portion of the planned Huntington Club mixed-use development. The project site is identified as Fairfax County 2022 Tax Map Parcels 83-1 ((23)) 1 thru 156 & 267 thru 301. The site is located South of Huntington Avenue (Route 1332), northeast of North Kings Highway (Route 241) and west of the Huntington Metrorail Station in the Mount Vernon Magisterial District of Fairfax County and immediately adjacent to the Huntington Metrorail Station (See Figure 1). The site is currently developed with 364 residential condominiums and is proposed to be developed with combination of residential, retail, office, continuing care and hotel uses (see Figure 2) as shown below:

Use	Phase 1	Phase 2 Additions	Project Buildout
Office	0 SF	251,000 SF	251,000 SF
Retail	25,000 SF	14,000 SF	39,000 SF
Stacked Townhomes	206 DU	0 DU	206 DU
Multifamily Residential	880 DU	420 DU	1,300 DU
Continuing Care	0 Units	260 Units	260 Units
Hotel	0 Rooms	125 Rooms	125 Rooms

Note: Development quantities represent maximum approved densities. Proposed development totals may be less than square footages shown above.

The Huntington Club redevelopment was the subject of a recently approved rezoning case (RZ 2018-MV-005) which rezoned the site from R-20 (Residential – 20 units per acre) to PRM (Planned Residential – Mixed-Use). The approved proffered conditions include the provision to pursue a parking reduction.

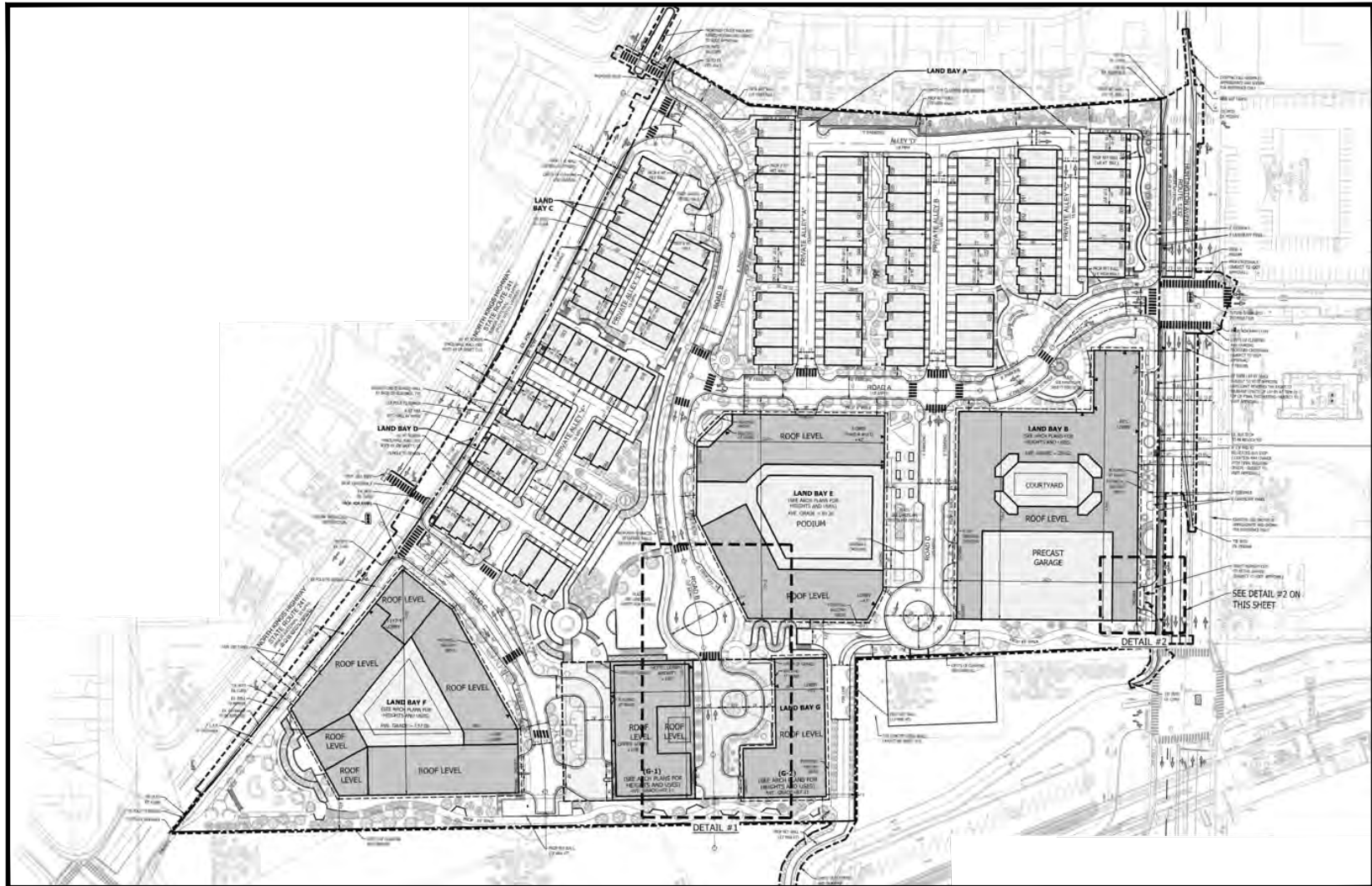


Figure 1  
Site Location



Huntington Club  
Fairfax County, Virginia





**Figure 2**  
Conceptual Development Plan



## MEMORANDUM

The following Land Bays are the subject of this parking reduction request:

- Land Bays A, C, and D
  - 200 Stacked Townhomes
- Land Bay B
  - 302 Multifamily dwelling units
  - 17,400 S.F. of retail (shopping center) uses (*note that there are no restaurants over 5,000 S.F.*)

It is noted that these Land Bays represent the Phase 1 portion of the overall development, and the proposed densities are less than the approved development densities outlined previously.

Parking for Land Bays A, C, and D would be provided within the townhome units which provide one to two spaces per unit based on unit type. Parking for Land Bay B would be provided within a parking garage. The retail parking provided within the Land Bay B parking garage is proposed to be shared with the residential uses as demonstrated in the shared parking section of this report.

Approximately 24 on-street parking spaces would be provided within the site. While these spaces would be available for use by visitors, they are not eligible to be counted towards meeting the parking requirement for the project.

A full-size copy of the plan is also provided for staff's convenience as **Attachment I**.

The subject parking reduction request is based on the site's proximity to an existing transit facility, a Metrorail station. Trends in auto ownership in such transit rich environments, Transportation Demand Management (TDM) program elements, the mixed-use nature of the development, and the target market for this type of housing further support the reduction requested.

In furtherance of this plan, the Applicant has requested a reduction in the number of parking spaces that would be required by a strict application of the Fairfax County Zoning Ordinance. Specifically based on the "...walking distance to a mass transit station..." (Article 6100.6.B.1.a. the following parking reductions are requested:

- A reduction from 1.6 to 1.0 spaces per stacked townhome unit (or 37.7 percent) for the approximately 96 units that would provide one (1) garage space (58 space reduction)
- A reduction from 1.36 to 1.05 spaces per unit for the multifamily units (or 22.7 percent) resulting in a reduction of 93 parking spaces.

MEMORANDUM

Sources of data for this analysis include, but are not limited to, the files and library of Wells + Associates (W+A), VIK A Engineering, Cooley, L.P., Street Sense, IDI Huntington L.C., the Institute of Transportation Engineers (ITE), Urban Land Institute (ULI), and Fairfax County.

Residential Unit Mix

Stacked Townhomes. To accommodate grades within the subject site, two stacked townhome unit types are proposed. Type A units would be 5-story and Type B would be 4-story. Type A units would provide one (1) full space per unit within stacked townhome garage plus tandem space while Type B units would provide one (1) space plus 10’ driveway area (no tandem space) as shown **Attachment II**. There are 104 Type A units and 96 B type units with the 96 Type B units being the subject of the parking reduction request.

Multifamily Units. Given the location of the multifamily residential building, it is intended to draw residents that are inclined to use transit on a regular basis and own fewer vehicles than other residential buildings. The Applicant is intending to provide the following unit type ratios:

■ Studio/One (1) Bedroom Units:	216 Units (72 percent)
■ Two (2) Bedroom Units:	86 Units (28 percent)
■ Three (3) Bedroom Units:	<u>0 Units (0 percent)</u>
Totals	302 units

As shown above, the proposed project would provide a majority of studio and one-bedroom units. The Applicant is proposing to provide a minimum parking supply of approximately 1.05 parking spaces per unit.

Project Phasing

This parking reduction request represents the development on Land Bays A, B, C, and D. As mentioned above, stacked townhomes are proposed on Land Bays A, C, and D while the multifamily residential and retail is proposed on Land Bay B. Development of these four Land Bays would generally occur concurrently. Under interim conditions, the existing condominium units would remain on Land Bays E, F, and G. Under full buildout conditions those Land Bays would be redeveloped with a mix of multifamily residential, continuing care, retail, office and hotel uses.

# WELLS + ASSOCIATES

## MEMORANDUM

### Proposed Parking Supply

The following outlines the proposed parking supply. As noted previously, 104 of the stacked townhomes units (Type A) would provide two spaces per unit while the remaining 96 units (Type B) would provide one space per unit.

Type A Stacked Townhomes	208 spaces
Type B Stacked Townhomes	96 spaces
Land Bay B Resident Parking	317 spaces
Land Bay B Retail Spaces	60 spaces
<b>Total</b>	<b>681 spaces</b>
<i>On-Street Spaces</i>	<i>24 spaces</i>
<b>Total (with on street spaces)</b>	<b>705 spaces</b>

As shown above, a total 681 spaces would be provided. An additional 24 on-street spaces would be provided. However, as previously noted, since the internal streets may become public roadways in the future and would have a public access easement in the interim, these spaces were not included in the official parking supply. If these spaces were included, the Phase 1 portion of the development would provide 705 parking spaces.

## MEMORANDUM

### FAIRFAX COUNTY PARKING REQUIREMENTS

Article 6, Section 6100.C of the Zoning Ordinance (see **Attachment III**) outlines the parking requirements for multifamily and stacked townhome uses in Transit Stations Areas as follows:

- 0 or 1 bedrooms – “One and three-tenths (1.3) spaces per unit”
- 2 bedrooms – “One and five-tenths (1.5) spaces per unit”
- 3 bedrooms – “One and six-tenths (1.6) spaces per unit”

For commercial uses (except restaurants) the required parking would be “80 percent of the parking rate established in Table 6100.1”. Therefore, for shopping center uses less the 100,000 GSF, the required parking would be 80 percent of the base rate of “4.3 spaces per 1,000 square feet of gross floor area” or 3.44 spaces per 1,000 GSF retail space.

Based on a strict application of the Zoning Ordinance, 321 spaces are required for the 200 stacked townhome units in Land Bays A, C, and D. For the multifamily residential uses in Land Bay B, code would require 410 spaces for 302 units while the 17,400 GSF of retail uses would require 60 spaces. Thus, a total of 791 parking spaces would be required to serve Land Bays A, B, C, and D.

### REQUESTED PARKING REDUCTION

As outlined above, the Phase 1 of the planned development would require a minimum of 791 parking spaces to meet a strict application of the Zoning Ordinance parking requirements (see Table 1). The Applicant is requesting an overall parking reduction of 18.3 percent reduction (or up to 145 fewer spaces) than would be required by the Ordinance.

Specifically, for each component, the following parking reductions are requested:

- For the stacked townhomes, approximately one-half of the units would provide one (1) parking space while the other stacked townhome units would provide two (2) parking spaces. Therefore, a 37.7 percent reduction (or 0.6 spaces per unit) would be required for the approximately 96 units that provide only one (1) parking space (Type B) compared to the Code required 1.6 spaces per unit. The remaining townhome units that provide two (2) parking spaces (Type A) would not require a parking reduction.

*If the 24 on-street spaces were assumed to serve the Type B units, a 34-space parking reduction or 22.1 percent reduction (or 0.35 spaces per unit) would be required.*

- For the multifamily residential uses in Land Bay B, a 22.7 percent parking reduction (or 93 spaces) would be required to provide 1.05 space per unit compared the Code required 1.36 spaces per unit.

# WELLS + ASSOCIATES

## MEMORANDUM

Table 1  
Huntington Club  
Overall Parking Analysis Summary

<u>Land Use</u>	<u>Units</u>	<u>Ratio</u>	<u>Parking Required</u>	<u>Parking Supply</u>	<u>Difference</u>
<b>Blocks A, C, D Stacked Townhomes (Assumed 3-Bedroom)</b>					
Type A – 2 space/unit	104 DU	1.60	167 spaces	208 spaces	+41 (+24.5%)
Type B – 1 space/unit	96 DU	1.60	154 spaces	96 spaces	-58 (-37.7%)
Subtotal	200 DU	1.60	321 spaces	304 spaces	-17 (-5.3%)
<b>Block B Multifamily Residential</b>					
Studio - 1 BR	216 DU	1.30	280.8 spaces	227 spaces	
2 Bedroom	86 DU	1.50	129.0 spaces	90 spaces	
3 Bedroom	0 DU	1.60	0.0 spaces	0 spaces	
Subtotals	302 DU	1.36	410 Spaces	317 (1.05 sp/unit)	-93 (-22.7%)
<b>Block B Retail</b>					
Shopping Center	17,400 GSF	3.44	60 spaces	60 spaces	0 (0%)
<b>Overall Development Totals</b>					
			791 spaces	681 spaces	-110 (-13.9%)
<i>Including On-Street Spaces</i>					
			791 spaces	705 spaces	-86 (-10.9%)

## MEMORANDUM

### PARKING REDUCTION ANALYSIS

The following sections evaluate the requested parking reduction with respect to this provision.

#### Provision: Proximity to a Mass Transit

The Fairfax County Zoning Ordinance (“the Ordinance”) provides for a reduction in required off-street parking for sites located in proximity to transit service (see **Attachment IV**). Article 6, Section 6100.6.B states:

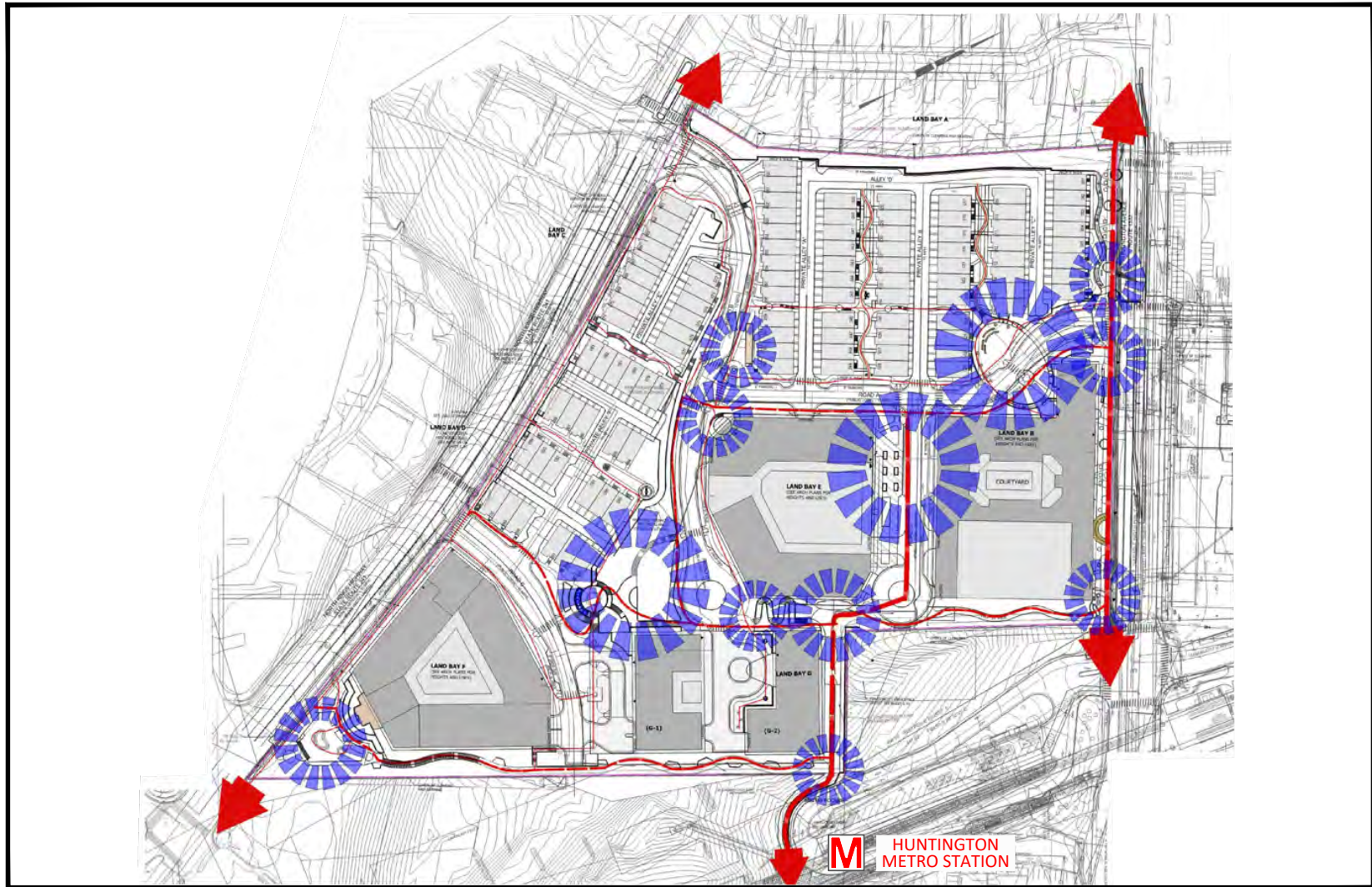
*“The Board may reduce the number of required off-street parking spaces, subject to appropriate conditions, when a proposed development is within:*

- A. Reasonable walking distance to a mass transit station that either exists or is programmed for completion within the same time frame as the completion of the subject development; or*
- B. An area designated in the Comprehensive Plan as a Transit Station Area; or*
- C. Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or such a facility that is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service; or*
- D. Reasonable walking distance to a bus stop(s) when service to this stop(s) consists of more than three routes and at least one route serves a mass transit station or transportation facility and provides high-frequency service.*

*A reduction may be approved when the applicant has demonstrated that the spaces proposed to be eliminated are unnecessary based on the projected reduction in the parking demand resulting from its proximity to a mass transit station, transportation facility, or bus service, and the reduction will not adversely affect the site or the adjacent area, including potential impacts on existing overflow parking in nearby neighborhoods.*

*For the purposes of this provision, a determination regarding the completion time frame for a mass transit station or transportation facility must include an assessment of the funding status for the transportation project.”*

The proposed uses would be well served by both existing and planned public transportation infrastructure. As shown on Figure 3, the site is immediately adjacent to the Huntington Avenue Metrorail Station with a direct connection provided from the site to the platform. The adjacent Kiss & Ride is served by a number of Fairfax Connector and Metrobus routes.



**Figure 3**  
Pedestrian Access to Metro



Huntington Club  
Fairfax County, Virginia



## MEMORANDUM

### Huntington Metrorail Station

The Huntington Metrorail station is immediately adjacent to the site and serves the Yellow Line. The Yellow Line connects to the Blue Line at the King St – Old Town station (Amtrak and VRE connections), the Orange, Silver, Green, and Blue Lines at the L’Enfant Plaza station, and the Red Line at the Gallery Place station. The Huntington Avenue station is the southern terminus of the existing Yellow Line. Multiple bus routes connect with the Huntington Avenue Metrorail station.

Pedestrian/bicycle access to the Huntington Avenue Metrorail station is provided via pedestrian connections on the eastern portion of the site as well as sidewalks along Huntington Avenue and North Kings Highway. Bicycle parking is provided at the Huntington Avenue Metrorail station via both bike racks and enclosed, secure lockers with a capacity for approximately 46 bicycles.

The Huntington Metrorail station also serves as a transit hub for multiple bus routes including the following ten (10) Fairfax Connector bus routes and three (3) WMATA routes. Shelters are provided at the Huntington Kiss & Ride lot. A map showing the existing bus routes serving the station is shown on Figure 4.

#### **Fairfax Connector Routes**

1. Fort Hunt Line (101)
2. Rose Hill Line (109)
3. Engleside-Mount Vernon Line (151)
4. Groveton/Mount Vernon Line (152)
5. Engleside Limited-Stop Line (159)
6. Hybla Valley Circulator Counter-Clockwise Loop (161)
7. Hybla Valley Circulator Clockwise Loop (162)
8. Richmond Highway Line (171)
9. Telegraph Road Line (301)
10. Franconia - Rolling Valley Line (310)

#### **Metrobus Routes**

1. Fort Belvoir (REX)
2. King St-Old Town (REX)
3. Pentagon (10A)

In addition to the direct access to Metrorail and Metrobus, the site is in proximity to the Richmond Highway corridor that is planned to be modified to include a Bus Rapid Transit (BRT) route that would serve the Huntington Metrorail station. The “Embark Richmond Highway” plan was initiated in 2015 and would provide a potential route connecting nine (9) Community Business Centers (CBC) to the Huntington Metrorail station. In addition, this system would ultimately provide a connection for residents to the amenities and services provided along the Richmond Highway corridor.

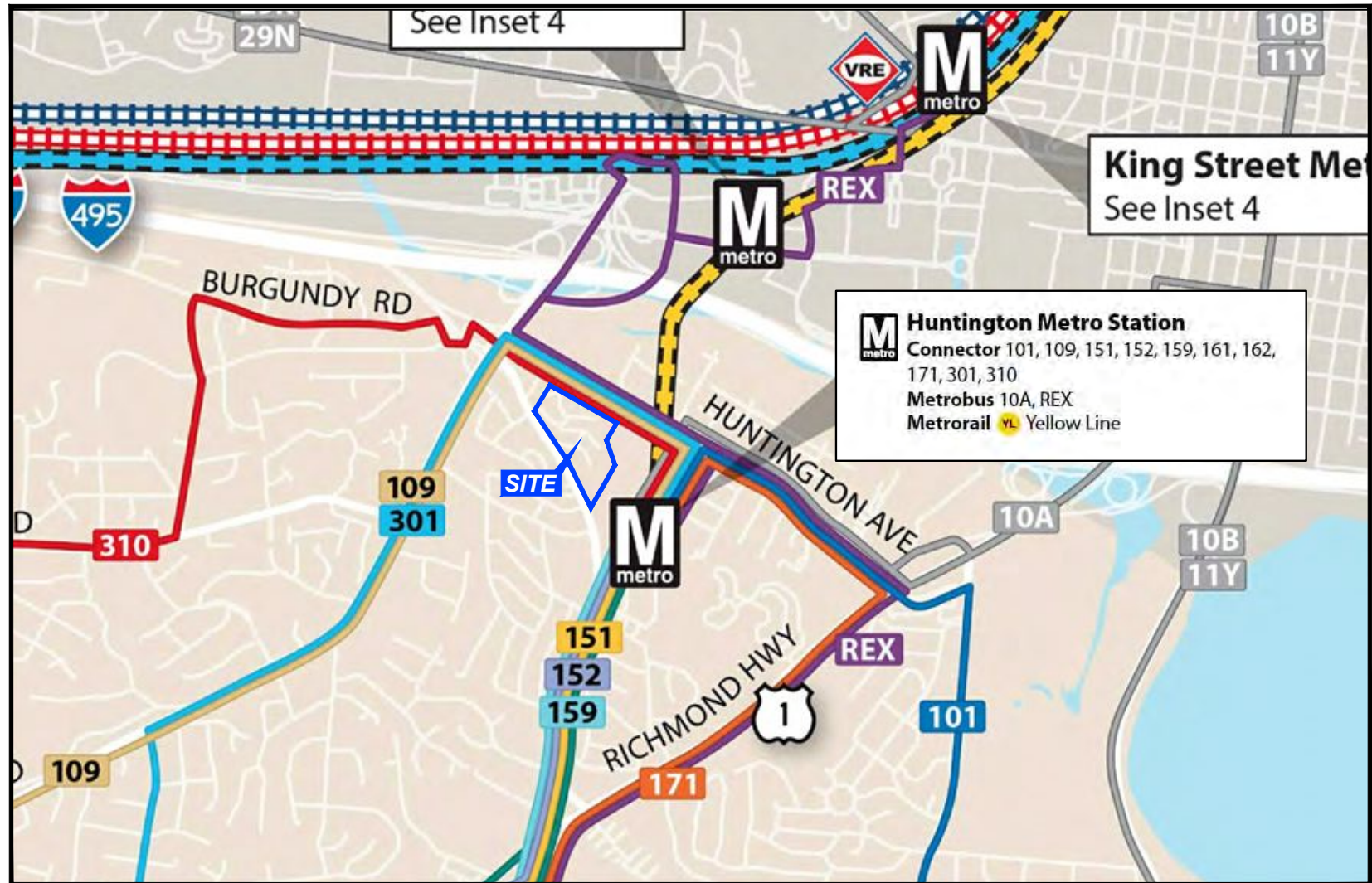


Figure 4  
Existing Transit Routes



Huntington Club  
Fairfax County, Virginia



## MEMORANDUM

### Auto Ownership Based on Census Tract Information

Average auto ownership was determined based on data from the 2019 American Community Survey (ACS) published by the U.S. Census Bureau. The 2019 data for the Census Tracts and Block Groups that encompass the subject site and the immediately surrounding area indicates that the average auto ownership for rental units in the area was 1.17 vehicles per rental unit. The ACS data is summarized in Table 2.

Table 2  
Residential Parking Reduction - Rental  
2019 American Community Survey Data

	Households	Percent
No vehicle Available	291	12.6%
1 Vehicle Available	1,385	60.0%
2 Vehicles Available	573	24.8%
3 Vehicles Available	59	2.6%
4 vehicles available	0	0.0%
5 vehicles available	0	0.0%
<b>Total Number of Households</b>	<b>2,308</b>	<b>100%</b>
<b>Average Auto Ownership</b>		<b>1.17</b>

Based on Census Tracts 4204, 4205.02 (Block Group 2), 4205.03 (Block Groups 1 and 3)

The Census data indicates that approximately 73% of households own either one (1) or no vehicles. The data can be used to understand trends of development surrounding plentiful transit options in the area. While the data indicates an average vehicle ownership slightly above 1.0 per units, the many of the Census Tracts represent areas further away from Metrorail compared to the subject site. In addition, many of the residential sites included in the data are older and were built at parking rates higher than current transit-oriented design (TOD) standards. The ACS data is provided as **Attachment V**.

The data for the means of transportation to work is summarized in Table 3. The surrounding area experiences transit mode share of approximately 38 percent while the share of households driving alone is just over 50 percent. The data indicates that the proximity of the Metrorail station greatly reduces the share of vehicle trips.

## MEMORANDUM

Table 3

Means Of transportation to Work - 2019 American Community Survey Data

	Households	Percent
Drove Alone	1,987	51.3%
Carpooled	170	4.4%
Public Transportation	1,458	37.6%
Bike/Walk	92	2.4%
Worked from Home	158	4.1%
Other	8	0.2%
<b>Total Number of Households</b>	<b>3,873</b>	<b>100%</b>

Based on Census Tracts 4204, 4205.02 (Block Group 2), 4205.03 (Block Groups 1 and 3)

### Recently Approved Nearby Parking Reductions

Recently within vicinity of the site, a number of projects have been approved with parking ratios below the requirements of Fairfax County. Below is a summary of approved residential parking reductions including their planned parking ratios as shown on Figure 5. *(It is noted that the proposed Huntington Club redevelopment is directly adjacent to the Metrorail station. Therefore, additional transit use and reduced auto-ownership is anticipated compared to the other area parking reductions.)*

**Aventon Huntington.** The residential building up to 379 DUs was approved with a parking ratio of 1.25 spaces/DU. The building is approximately ¼ mile from the Huntington Metrorail Station.

**Huntington Crossing.** The residential building with 549 DUs was approved with a parking ratio of 1.3 spaces/DU. The building is approximately ¼ mile from the Huntington Metrorail Station.

**Riverside Apartments.** The residential building with 1,989 DUs was approved with a parking ratio of 1.3 spaces/DU. This property is located within ¾ mile to the Huntington Metrorail station, similar to the subject site.

**A&R Huntington Avenue.** The residential portion of the building with 139 DUs was approved with a parking ratio of 1.3 spaces/DU. This property is located within ¼ mile to the Huntington Metrorail station.

**The Grande at Huntington.** The residential portion of the building with 275 DUs was approved with a parking ratio of 1.4 spaces/DU. This property is located within one (1) mile to the Huntington Metrorail station, similar to the subject site.

**Novus Kings Crossing.** The residential building with 549 DUs was approved with a parking ratio of 1.4 spaces/DU. The building is approximately ¼ mile from the Huntington Metrorail Station.



**Figure 5**  
Recently Approved Parking Reductions



**NORTH**  
Huntington Club  
Fairfax County, Virginia



# WELLS + ASSOCIATES

## MEMORANDUM

Several other projects within the region that are located along Metrorail corridors have reduced parking ratios that are below one (1) space per unit proposed for Huntington Club. While it is recognized these buildings are located in adjacent jurisdictions, they reflect the anticipated behavior of residents and visitors around Metrorail stations that is expected to occur at Huntington Club.

### Parking Space Leasing Data at Other Developments

Leasing data from other multifamily developments near Metrorail Stations in Fairfax County was obtained from property management. This data includes the number of spaces leased to residents and the number of occupied units. A summary is shown below:

Development	Metro Station	Leased Parking	Occupied Units	Ratio
The Parker	Huntington	374 spaces	346 units	1.08 sp/unit
The Shelby	Huntington	282 spaces	237 units	1.19 sp/unit
Russell at Reston Station	Wiehle Reston East	267 spaces	260 units	1.03 sp/unit

As shown above, the proposed multifamily parking ratio of 1.05 spaces per unit is generally consistent with the data from The Parker and Russell at Reston Station developments. While the parking ratio at the Shelby is slightly higher, it is located approximately  $\frac{3}{4}$ -mile from the station, further away than the Huntington Club site.

### Comprehensive Plan Recommendations

The property is located within Land Unit I of the Huntington Transit Station Area, and more generally the Mount Vernon Planning District. As an option, redevelopment of Land Unit I with transit-oriented mixed-use up to an intensity of 3.5 FAR is planned. In conformance with Guidelines for Transit-Oriented Development, the design should help facilitate transit, pedestrian and bicycle access. The Plan recommends the implementation of a Transportation Management Demand (TDM) Plan to reduce the need for single occupancy vehicle trips. One of the components recommended by the Comprehensive Plan to be considered are parking reductions.

### Trends in Parking Requirements

In order to account for long term trends in auto ownership and non-auto mode share, many jurisdictions are in the process of reviewing and adjusting their Code parking requirements. Specifically, Fairfax County initiated the "Parking Reimagined" program in August 2021 to review the parking requirements, modernize how the County regulates parking, and determine methods to "right-size" these requirements. In addition, the Parking Reimagined program will consider parking along with other community values including "equity, convenience, environment,

## MEMORANDUM

affordability, economics, and placemaking”. The recommendations developed from the program are anticipated to be presented at public hearings in Fall or Winter 2022/2023 for review by the Planning Commission and Board of Supervisors.

While the recommended parking requirements are still being finalized, it is anticipated that the Huntington Club property will likely be in the Transit Oriented Development (TOD) Tier. Parking ratios in these TOD areas could be recommended for a 40 percent reduction from the modified base rates or calculations based on different methodologies (e.g., bedrooms vs. units).

Thus, while this parking reduction request is based on current Zoning Ordinance requirements, it is anticipated that this development would be consistent with the long-term goals of the parking initiative and reflect future trends in auto-ownership.

### Transportation Demand Management (TDM)

As part of the proposed redevelopment, the Applicant shall implement a TDM Plan to encourage the use of transit, high-occupant vehicle commuting modes, walking, biking, and teleworking, to reduce the automobile trips generated by the Application Property. While the implementation of a TDM program is not the basis of this parking reduction, these measures would help reduce the need for residents to own vehicles. A copy of the Applicant’s TDM proffer is included as **Attachment VI**. A TDM program, among other things, helps to reduce residential site-generated vehicle trips. Elements of the TDM program to reduce the number of household vehicles may include:

- Property-wide TDM Program Management with a trip reduction goal of 45%
- Dissemination of County/Regional Program Information
- Pedestrian/Bicycle facilities and connections to the Metrorail station
- Regular monitoring/reporting
- Parking Management (e.g., unbundle the multi-family parking spaces by providing each new tenant an option to rent/own a parking space(s) at an additional cost)

Further, FCDOT has developed TDM guidelines for prospective developments to follow. This document speaks specifically to limiting the parking supply, pricing and unbundled parking for residential and office space, incorporating parking permit controls to ensure a convenient supply of appropriate parking, and preferential parking for high occupancy vehicles (HOV). These are several parking management techniques aimed to reduce vehicle trips through alternative mode choices and reducing the minimum parking requirements for uses located within TOD Districts and Non-TOD areas just outside the ½ mile radius from rail.

## MEMORANDUM

### Nearby Neighborhood Amenities

Numerous amenities are located in the immediate vicinity of the Huntington Club site reducing the need for residents to own an automobile. The Huntington Station shopping center is located south of the site on the west side of North Kings Highway. This center includes a number of restaurants and services to meet the daily needs of residents. The Bestway Grocery store is located to the west of the site while the Huntington Metro Shopping Center and other retail uses are located to the east. The Carlyle Crossing and Hoffman Town Center mixed-use developments are located one-half mile to the north and can be accessed via a shared-use path on the east side of Telegraph Road or via the Yellow Line. These developments include retail, restaurants, and cinema uses as well as the recently constructed Wegmans supermarket.

Marked crosswalks with pedestrian signals are provided on Huntington Avenue and North Kings Highway that provide for safe and convenient access for residents to the retail uses. As part of the redevelopment, the Applicant will be improving the site frontage to provide enhanced pedestrian and bicycle facilities.

A number of other retail establishments, additional grocery stores and restaurants are located to the south along Richmond Highway (U.S. Route 1) and generally within one (1) mile of the site. Residents could utilize the bus routes at the Metrorail station to access these services.

In addition to the existing amenities, the proposed redevelopment would provide retail/commercial uses and amenities that will serve residents in the site and reduce the need for vehicle ownership.

### Retail Parking Operations

As mentioned previously, 17,400 GSF of retail (shopping center) uses are proposed on Land Bay B which would be served by 60 parking spaces, meeting code requirements. The retail uses would be located at the northeast corner of the site and directly adjacent to the Huntington Metrorail station and use the Land Bay B parking garage. *(Note that no restaurants over 5,000 S.F. are proposed.)*

A total of 20 spaces would be reserved at all times for retail uses with the remaining 40 spaces shared with other users on site. Based on the Urban Land Institute (ULI) hourly distribution for retail parking demand, and as shown in Table 4 and summarized on Figures 6 and 7, the retail parking demand would be near its peak during the middle of the day and afternoon. Excess spaces would be available in the late evening and early morning that could be used by other users. It is anticipated that the garage will be managed and each of the parking areas will be properly segregated and signed for residents, visitors, and non-residential parkers.

## MEMORANDUM

Table 4  
Huntington Club Parking Reduction  
Hourly Retail Parking Required

<b>Weekday</b>	Base	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM
Retail Distribution	req.	1%	5%	15%	30%	55%	75%	90%	100%	100%	95%	80%	85%	90%	90%	85%	50%	30%	10%	0%
Retail Spaces Required	60	20	20	20	20	33	45	54	60	60	57	48	51	54	54	51	30	20	20	20
Parking Supply		<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>
Difference (Parking Available)		40	40	40	40	27	15	6	0	0	3	12	9	6	6	9	30	40	40	40
<b>Weekend</b>	Base	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM
Retail Distribution	req.	1%	5%	30%	50%	70%	90%	95%	100%	100%	95%	90%	80%	75%	70%	65%	50%	30%	10%	0%
Retail Spaces Required	60	20	20	20	30	42	54	57	60	60	57	54	48	45	42	39	30	20	20	20
Parking Supply		<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>
Difference (Parking Available)		40	40	40	30	18	6	3	0	0	3	6	12	15	18	21	30	40	40	40
Dedicated Retail Spaces	20 spaces																			

Notes:

(1) Hourly distribution based on Urban Land Institute's (ULI) Shared Parking, 3rd Edition

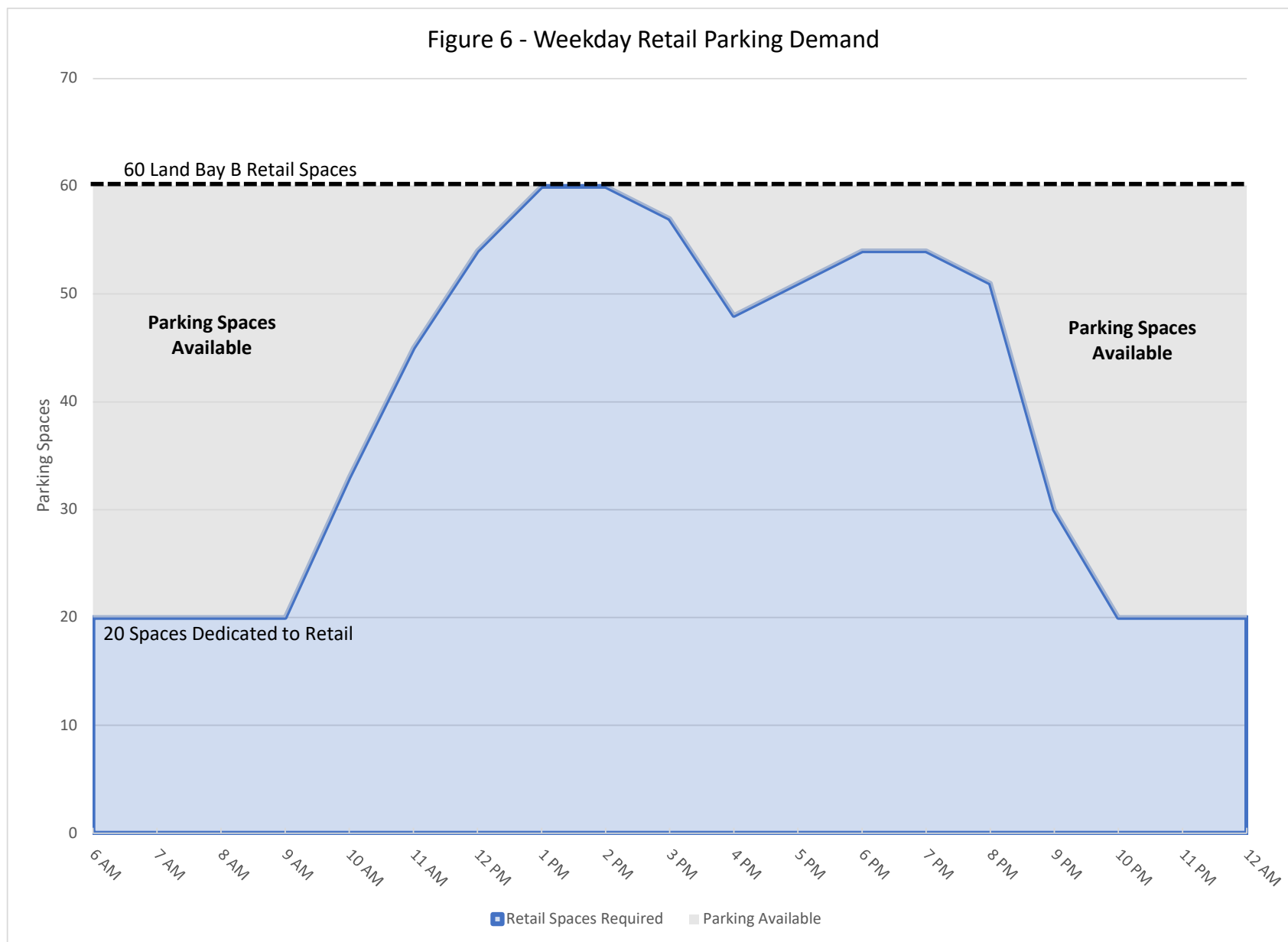
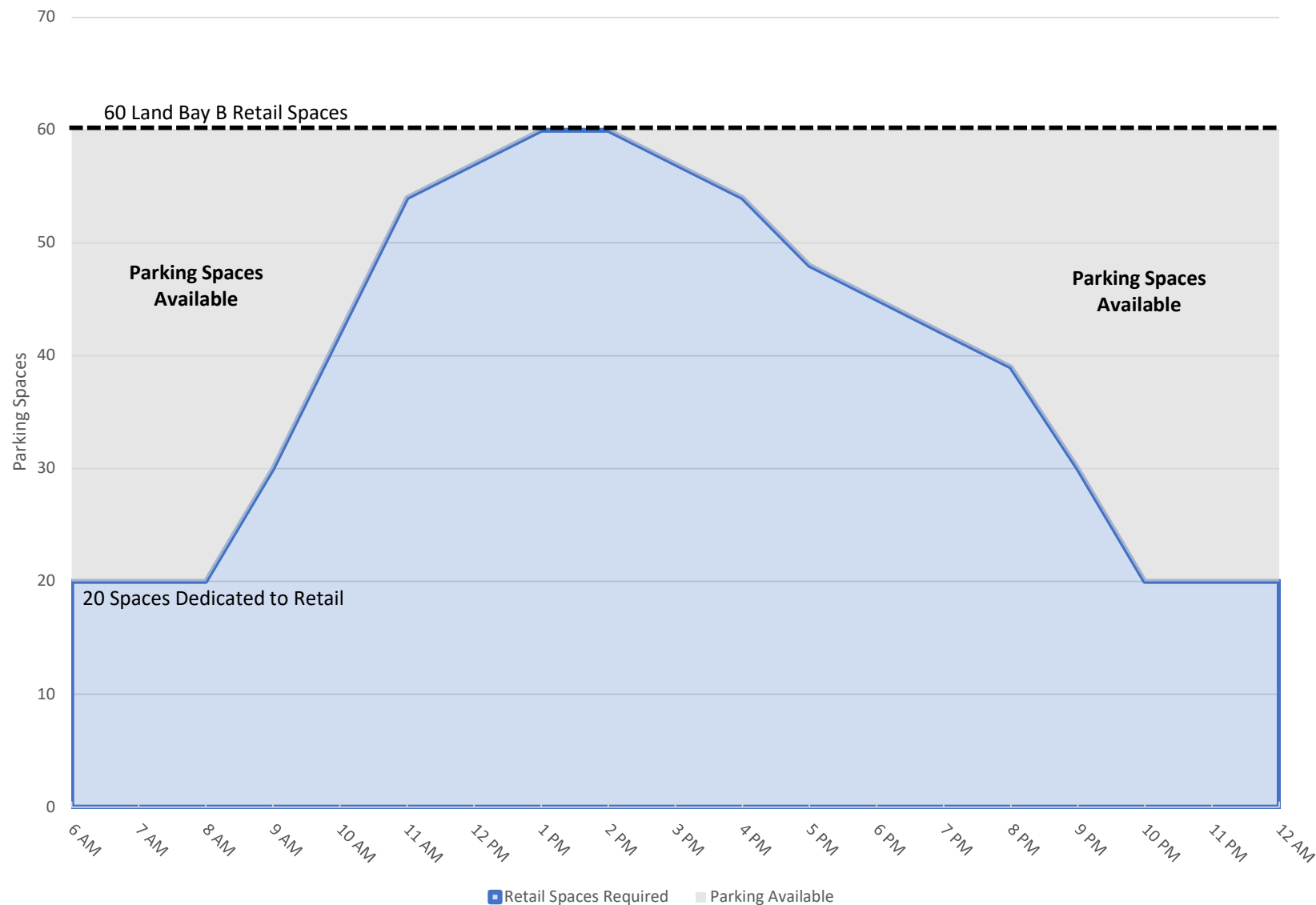


Figure 7 - Weekend Retail Parking Demand



## MEMORANDUM

### Parking Management

Parking management strategies would be administered by the rental agencies or Homeowners Association (HOA) to reduce encroachment on adjacent properties. These strategies would regulate and enforce parking restrictions in the on-street/visitor parking areas as well as within each townhome. The rental agencies and HOA will have the ability to enforce parking restrictions and tow illegally parked vehicles.

As noted previously, the site would be served by approximately 24 on-street parking within the internal street network. These 24 spaces would provide parking for guests and are not included in the parking supply totals outlined earlier. These spaces are directly adjacent to the residential uses and would provide convenient access for guests. Note that a portion of one-vehicle residents in the Type A stacked townhomes would be able to use the second space to accommodate visitors and not rely on the curb parking supply.

In addition, residents would be directed to utilize the garage parking spaces provided within each residential unit in Land Bays A, C, and D and within the parking structure in Land Bay B. This would ensure that on-street parking spaces are available to visitors. Language would be provided in the rental agreement or closing documents that must be acknowledged and signed by the resident or homebuyer that outline the parking regulations, including the prohibition of residential parking in other areas, allowing the rental agency or HOA to enforce any encroachment into adjacent properties.

For the stacked townhomes in Land Bays A, C and D, the Applicant has proffered to manage the on-street spaces within those Lands Bays as guest and delivery spaces through use of timed parking restrictions, permit parking, paid or ticket-validated parking, and/or towing. If demand for guest parking exceeds supply, the Applicant will designate additional surface parking spaces in the existing development or within the Blocks E and F parking garage.

It is anticipated that visitors coming to Huntington Club will understand and recognize that only limited parking will be available given the proximity of the Metrorail station, and would adjust to these conditions accordingly. There are a number of other modes available for visitors to use in addition to Metrorail that would reduce the overall visitor parking demand within the property.

As mentioned previously, the 60 retail spaces within the Land Bay B parking garage would be managed through designated areas and signage in order to share parking between the retail and residential uses. A total of 20 spaces will be reserved for retail users during all hours. The remaining 40 spaces will be shared with other users.

## MEMORANDUM

### **BASIS FOR THE PARKING REDUCTION REQUEST (Z.O. 6-100.6.B.1)**

The following summarizes the basis for the parking reduction request:

- The site is immediately adjacent to the Huntington Avenue Metrorail station and direct connections from the building are provided.
- The Huntington Metrorail station is served by a number of existing established Fairfax Connector and WMATA bus routes.
- The pedestrian/bicycle infrastructure existing in the vicinity of the site provides direct walking/biking routes to/from area amenities.
- The majority (approximately 72 percent) of the proposed standard rental dwelling units would be studio or one (1) bedroom models.
- Census Tract data for the surrounding area shows average vehicle ownership just over one (1) vehicle per household. It is noted that the subject site is immediately adjacent to the Metrorail station and would experience higher transit use and reduced auto-ownership. In addition, the subject site would be designed consistent with TOD guidelines to more fully provide pedestrian and bicycle access to transit.
- The proffers include a TDM plan that would include elements to help reduce the number of household vehicles and establish a trip reduction goal of 45%. These strategies would reduce the need for residents to own a vehicle.
- Approximately 24 on-street parking spaces would be provided within the internal street network that would serve residential guests. These spaces are directly adjacent to the residential uses but are not included in the official parking supply. Further, a portion of residents in the Type A stacked townhomes that own one vehicle would be able to use the second space to accommodate visitors and not rely on curb parking.
- Parking management strategies would be implemented to prevent overflow parking. The Applicant has proffered to provide additional guest parking for the stacked townhomes within other Land Bays if demand exceeds supply.
- The site's proximity to a mix of uses and multimodal amenities would allow residents convenient alternatives to driving.
- The methodologies and recommendations of the parking study are consistent with the guidance provided in the Comprehensive Plan.

## MEMORANDUM

### IMPACT TO ADJACENT PROPERTIES (Z.O. 6-100.6.B.2)

The proposed mixed-use project is located in close proximity to the existing Huntington Metrorail station as well as multiple bus routes. The stacked townhomes would be designed and marketed for residents to take advantage of the proximity to transit and reduce the need for automobile ownership. The proposed multifamily units will predominantly offer studio and one (1) bedroom units whose parking supply will be provided through structured parking. The project is anticipated to attract one (1) and no car individuals based on its TDM program and proximity to mass transit.

The adjacent parcels consist of the Metrorail station to the east and residential neighborhoods to the south and west. Due to the proximity of the Metrorail station, parking on the majority of residential streets is currently restricted via the Fairfax County Residential Permit Parking District Program. Approximately 24 on-street parking spaces would be provided within the site to accommodate visitors. Thus, if the parking reduction request were granted, there would be no impact on the site or surrounding areas.

## MEMORANDUM

### CONCLUSIONS

Based on the documentation provided herein, the following can be concluded:

1. Under a strict application of the Zoning Ordinance, the following spaces would be required for the Phase 1 portion (Land Bays A, B, C, and D) of the redevelopment:
  - 321 spaces to serve 200 stacked townhome units (1.6 spaces per unit)
  - 410 spaces to serve 302 multifamily units (1.36 spaces per unit)

Overall, the site would require a total of 791 spaces based on the Zoning Ordinance.

2. Based on the proximity to transit, the **Applicant requests the following parking reductions for Land Bays A, B, C, and D:**
  - A reduction from 1.6 to 1.0 spaces per stacked townhome unit (or 37.7 percent) for the approximately 96 units (Type B) that would provide only one (1) garage space (58 space reduction). Units providing two spaces (Type A) would not require a parking reduction
  - A reduction from 1.36 to 1.05 spaces per unit for the multifamily units (or 22.7 percent) resulting in a reduction of 93 parking spaces.

The proposed overall parking supply of 681 spaces would require an overall reduction of 110 spaces (or 13.9 percent) from the 791 spaces required by the Zoning Ordinance.

3. The site is immediately adjacent to the existing Huntington Avenue Metrorail station that is also served by multiple Fairfax Connector and WMATA bus routes. Direct connections from to the Metrorail station will be provided.
4. The proposed 302 multi-family residential units in Land Bay B would consist primarily of studio and one-bedroom units (72 percent). The ultimate mix of units will be determined at the time of site plan submission and allow minor potential changes that would not reduce the parking ratio below the requested 1.05 parking spaces per DU. In addition, residents and visitors will be able to share a portion of the retail parking spaces within the parking garage.
5. Census tract data from 2019 shows an average auto ownership of 1.17 vehicles per rental unit. However, the subject site is immediately adjacent to the Metrorail station and would experience increased transit use and reduced auto-ownership.
6. Several other development projects in the Huntington area have been granted parking reductions over the past several years that reflect the transition of the area to a more walkable and transit-oriented place. Other projects located along Metrorail corridors have been granted parking reductions to below one (1) space per unit as proposed for Huntington

## MEMORANDUM

Club. While these have been granted in other jurisdictions, they reflect the anticipated behavior of residents and visitors around Metrorail stations.

7. It is anticipated that this the proposed parking supply for this development would be consistent with the long-term goals of Fairfax County's Parking Reimagined initiative and would reflect future trends in auto-ownership
8. Several elements of the TDM program would also benefit the proposed residential multi-family dwelling units and assist in encouraging use of modes other than the automobile. The proffered TDM program complements the site's proximity to mass transit and reduces residential parking needs while supporting County goals to reduce peak hour vehicle trips.
9. The proximity of neighborhood amenities would allow residents the conduct many daily errands without driving, reducing the need for auto ownership.
10. Approximately 24 on-street parking spaces would be provided within the internal street network that would serve residential guests and are not included in the parking supply calculations. A portion of residents in the Type A stacked townhomes that own one vehicle would be able to use the second space to accommodate visitors and not rely on curb parking. In addition, the Applicant has proffered to designate additional parking spaces in the existing development or within the Blocks E and F parking garage if guest demand exceeds supply.
11. The proposed residential parking reduction is consistent with the recommendations outlined in the Comprehensive Plan.

Questions regarding this document should be directed to Wells + Associates.

O:\Projects\6500-7000\6988 Huntington Club Phase 2\Documents\Parking\Huntington Club - Parking Reduction Study (W+A Final 9.9.2022).docx

**Attachment I**  
**Full Size Plan Sheet**

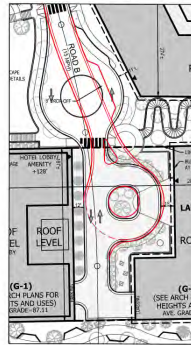
# SPECIFIC CDP NOTES:

1. SEE LANDSCAPE SHEETS FOR COURTYARD, PODIUM, PLAZA AND PAVING PATTERN DETAILS.
2. THE APPLICANT RESERVES THE RIGHT TO EXTEND AND CONSTRUCT UTILITIES, ROADWAYS AND OTHER INFRASTRUCTURE NEEDS FOR THE SITE, WHICH MAY BE OUTSIDE THE LIMITS OF THE CDP AS SHOWN HEREON. THROUGH PRIVATE PARTY AGREEMENTS WITH THE OWNER(S) OF THE ADJACENT PROPERTIES.
3. ALL GRADING AND UTILITIES SHOWN HEREON ARE CONCEPTUAL AND SUBJECT TO CHANGE AT FINAL SITE PLAN. SEE SHEETS C-15 TO C-17.
4. THE DEVELOPER RESERVES THE RIGHT TO ADJUST FINAL DOOR LOCATIONS, FINISHED FLOOR ELEVATIONS AT THE TIME OF FDP OR FINAL SITE PLAN, AS NECESSARY.
5. ALL INTERIOR ARCHITECTURAL ELEMENTS INCLUDING ELEVATORS, STAIRS AND DOORS ARE SUBJECT TO REVISION WITH FINAL ARCHITECTURE PLAN AT THE TIME OF FINAL SITE PLAN.
6. SEE SHEETS C-05 TO C-07 FOR EASEMENT AND BOUNDARY INFORMATION.
7. ALL FIRE ACCESS AREAS WILL BE DESIGNED TO SUPPORT FIRE TRUCK LOADS.
8. 6' HT SCREEN FENCE/WALL (RELATIVE TO NORTH KINGS HIGHWAY) BETWEEN UNITS IN ALLEY AND MEWS LOCATIONS (WALL TO BE BURIED WHEN ADJACENT TO UNITS. SEE DETAIL ON SHEET C-33A)

## LEGEND FOR BUILDINGS B, E, F & G:

- PROPOSED BUILDING PODIUM
- PROPOSED BUILDING TOWER
- PROPOSED LIMITS OF CLEARING AND GRADING
- PROPERTY LINE
- PEDESTRIAN ENTRANCE/EXIT (SEE NOTE #4)

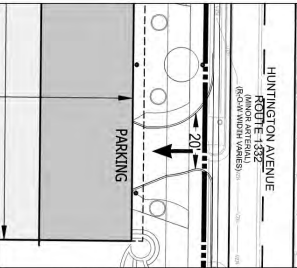
## DETAIL #1



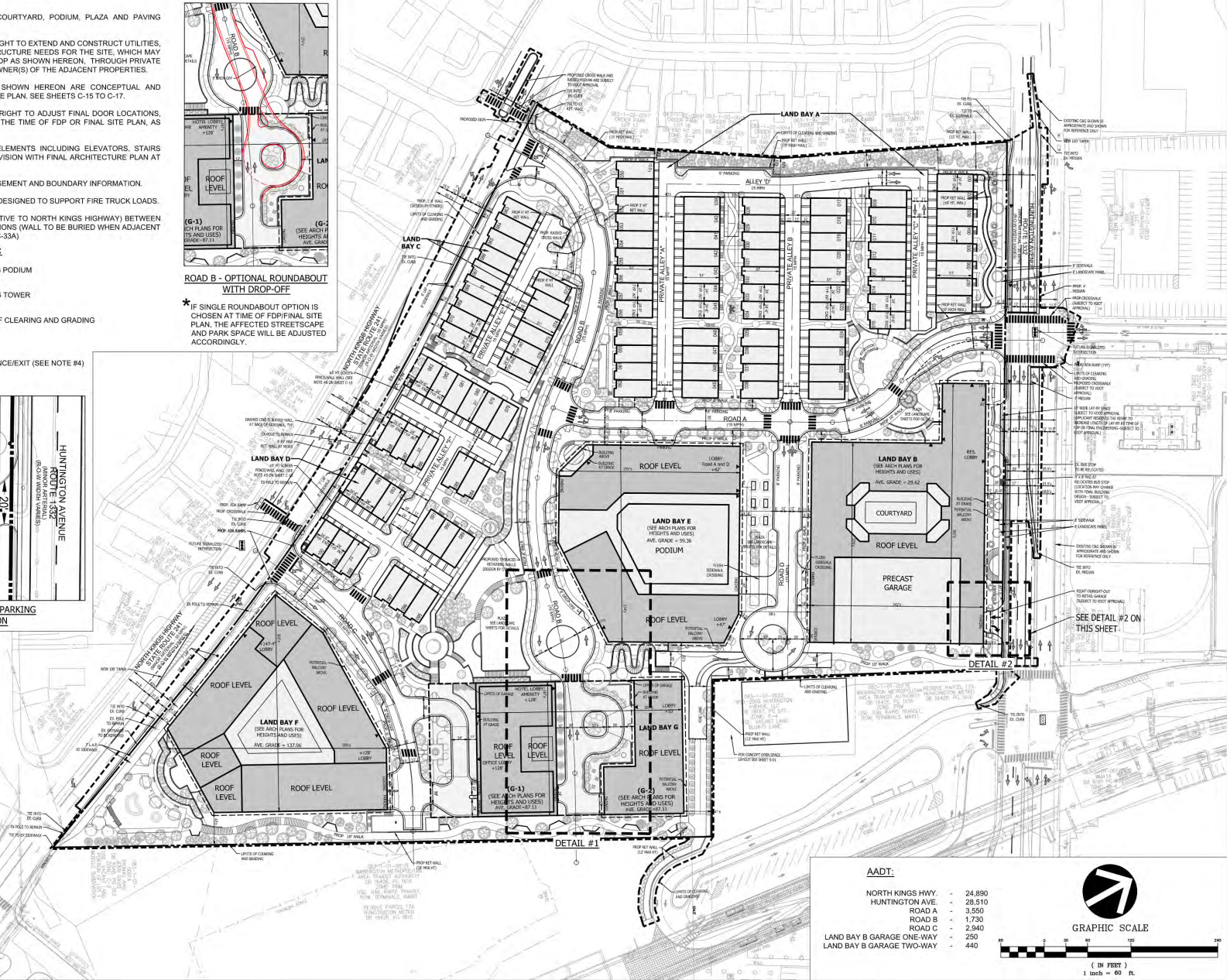
## ROAD B - OPTIONAL ROUNDABOUT WITH DROP-OFF

\* IF SINGLE ROUNDABOUT OPTION IS CHOSEN AT TIME OF FDP/FINAL SITE PLAN, THE AFFECTED STREETSCAPE AND PARK SPACE WILL BE ADJUSTED ACCORDINGLY.

## DETAIL #2



## LANDBAY B - ALTERNATE PARKING ENTRY/EXIT OPTION



## AADT:

NORTH KINGS HWY.	24,890
HUNTINGTON AVE.	28,510
ROAD A	3,350
ROAD B	1,730
ROAD C	2,940
ROAD D	250
LAND BAY B GARAGE ONE-WAY	440
LAND BAY B GARAGE TWO-WAY	440



ENGINEERS PLANNERS SURVEYORS  
LANDSCAPE ARCHITECTS GEODETICS  
VKA VIRGINIA, LLC  
8180 GREENBERG DRIVE, SUITE 300  
TYSONS, VIRGINIA 22103  
PHONE: (703) 443-7600  
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TYSONS, VA 22103  
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PREPARED FOR:  
IDI HUNTINGTON, L.C.  
3100 WILSON ROAD, SUITE 1200  
ARLINGTON, VA 22201

ARCHITECT:  
STREETSENSE  
1 BETHESDA METRO, SUITE 140  
BETHESDA, MD 20814

LANDSCAPE ARCHITECT:  
POSTMODERN LANDSCAPE  
ARCHITECTURE, LLC  
10725 SANTA ANA TERRACE  
DAMASCUS, MD 20887

TRAFFIC CONSULTANT:  
WELLS + ASSOCIATES  
1430 SPRING HILL ROAD, SUITE 618  
TYSONS, VA 22102



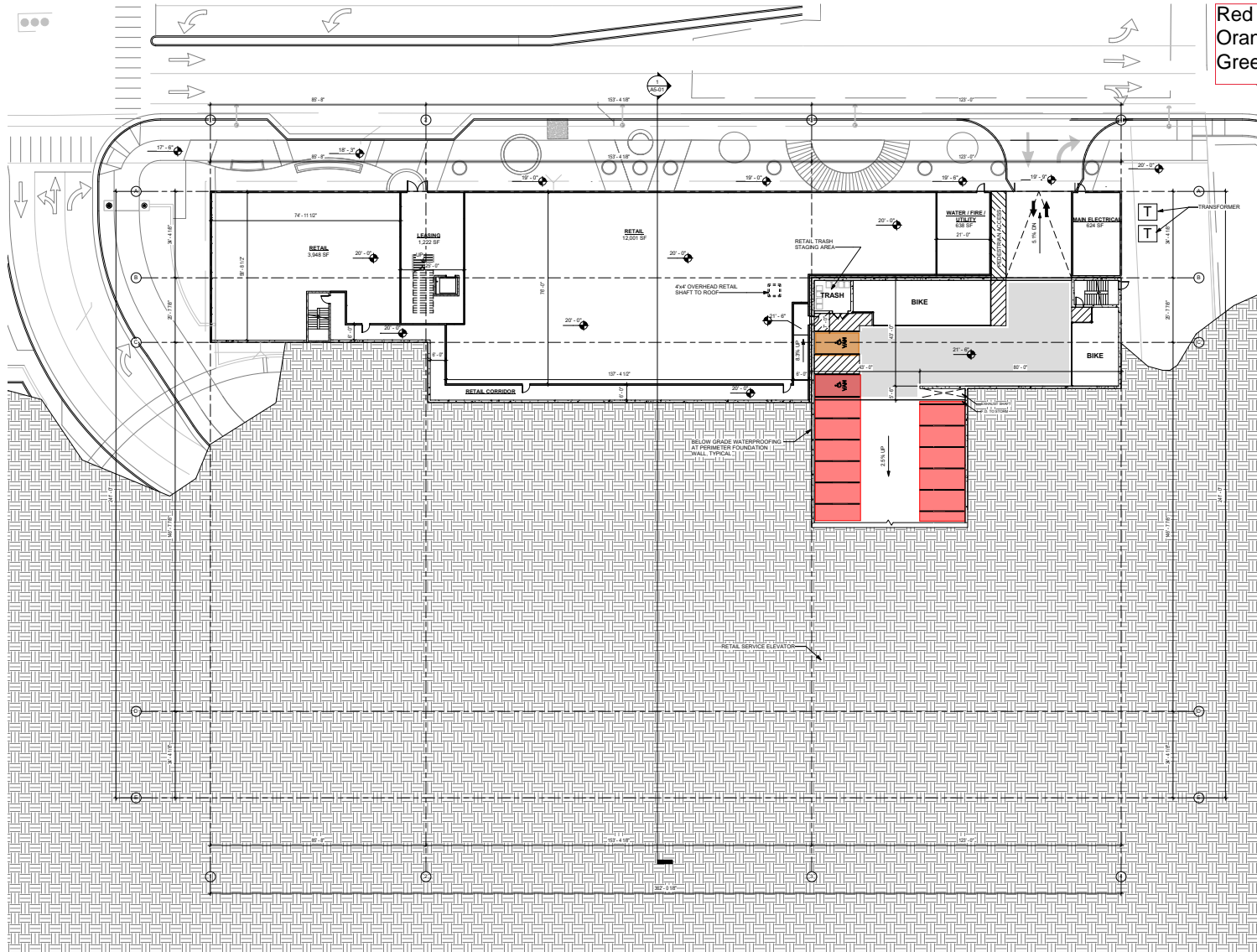
REVISIONS	DATE
INITIAL SUBMISSION	11/15/2017
RE-SUBMISSION	07/13/2018
RE-SUBMISSION	04/05/2020
RE-SUBMISSION	04/21/2021
RE-SUBMISSION	07/27/2021
RE-SUBMISSION	08/07/2021
RE-SUBMISSION	10/08/2021
RE-SUBMISSION	10/26/2021
RE-SUBMISSION	11/02/2021

## HUNTINGTON CLUB CONCEPTUAL DEVELOPMENT PLAN

MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VA

## OVERALL CDP

DRAWN BY:	IN
DESIGNED BY:	IN
DATE ISSUED:	June 8, 2018
DWG. SCALE:	1" = 60'
NO.	7252E
SHEET NO.	C-10



- FLOOR PLAN NOTES - IA CONSTRUCTION**
1. ALL DIMENSIONS ARE TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
  2. CONCRETE COLUMNS, ASSUMED 24" x 24" IN SIZE, SPACED 30' O.C.
  3. LIGHT GAUGE METAL STUD FRAMING BELOW PODIUM SLAB, TYPICAL.
  4. EXTERIOR WALLS TO HAVE CONTIGUOUS RIGID INSULATION ON EXTERIOR FACE OF METAL STUD WALLS.
  5. REFER TO CD-75 THRU CD-78 FOR PARTITION / FLOOR / CEILING ASSEMBLIES.

Red - Dedicated Retail  
Orange - Shared Retail  
Green - Residential

**dwell design studio**  
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PHONE: 703.255.8995  
dwellstudio.com

**HUNTINGTON AVENUE**

AMOUNT VERNON DISTRICT  
FARMVALE COUNTY, VIRGINIA

**JEFFERSON  
APARTMENT  
GROUP**

ISSUE	DATE	DESCRIPTION	BY

REVISION	DATE	DESCRIPTION	BY

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**OVERALL  
BUILDING  
PLAN - LEVEL  
1**

CONCEPTUAL PRICING SET

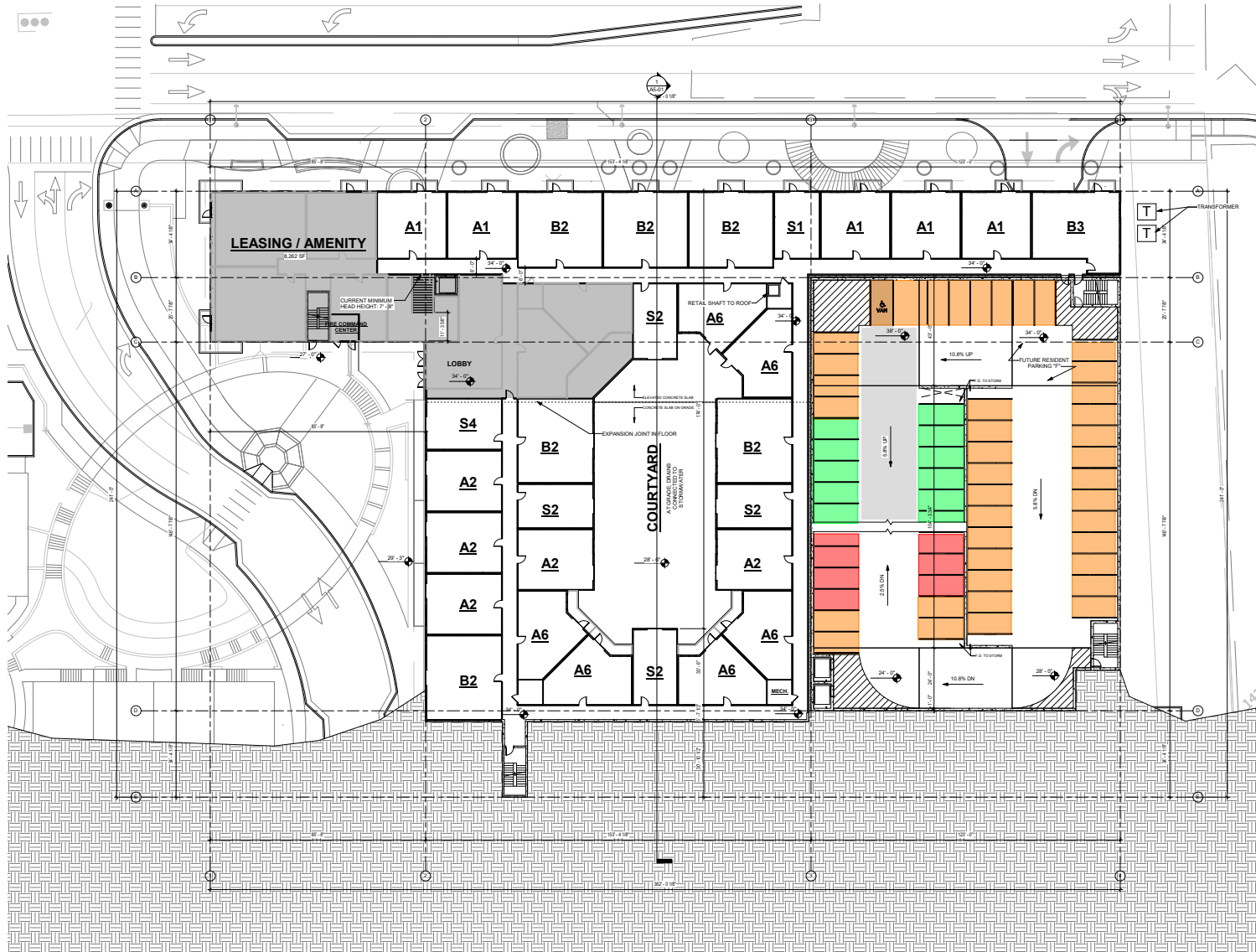
JOB NUMBER:

DRAWN BY: Author CHECKED BY: Checker

**A0-01**

**1 OVERALL BUILDING PLAN - LEVEL 1**  
1/16" = 1'-0" \*TYPE IA CONSTRUCTION

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- FLOOR PLAN NOTES - IA CONSTRUCTION**
1. ALL DIMENSIONS ARE TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
  2. CONCRETE COLUMNS ASSUMED 24" X 24" IN SIZE, SPACED 38" O.C.
  3. LIGHT GAUGE METAL STUD FRAMING BELOW POOL/SLAB, TYPICAL.
  4. EXTERIOR WALLS TO HAVE CONTIGUOUS RIGID INSULATION ON EXTERIOR FACE OF METAL STUD WALLS.
  5. REFER TO CD-75 THRU CD-78 FOR PARTITION / FLOOR / CEILING ASSEMBLIES.

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**HUNTINGTON AVENUE**  
MOUNT VERNON DISTRICT  
FARMER COUNTY, VIRGINIA

**JEFFERSON  
APARTMENT  
GROUP**

ISSUE	DATE	DESCRIPTION	BY	CHK

REVISION	DATE	DESCRIPTION	BY	CHK

**OVERALL  
BUILDING  
PLAN - LEVEL  
2**

CONCEPTUAL PRICING SET

JOB NUMBER:

DRAWN BY: Author CHECKED BY: Checker

**A0-02**

**1 OVERALL BUILDING PLAN - LEVEL 2**  
1/16" = 1'-0"  
\*TYPE IA CONSTRUCTION

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- | FLOOR PLAN NOTES - IA CONSTRUCTION |   |
|------------------------------------|---|
| 1.                                 | ALL DIMENSIONS ARE TO THE FACE OF STUD UNLESS OTHERWISE NOTED.                          |
| 2.                                 | CONCRETE COLUMNS, ASSUMED 24" x 24" IN SIZE, SPACED 20' O.C.                            |
| 3.                                 | LIGHT GAUGE METAL STUD FRAMING BELOW PODIUM SLAB, TYPICAL                               |
| 4.                                 | EXTERIOR WALLS TO HAVE CONTINUOUS RIGID INSULATION ON EXTERIOR FACE OF METAL STUD WALLS |
| 5.                                 | REFER TO CD-70 THRU CD-75 FOR PARTITION / FLOOR / CEILING ASSEMBLIES                    |

**dwell  
design  
studio**

**\$200 GREENSBORO  
SUITE 650  
MCLEAN, VA 22102  
PHONE: 571.253.6950  
[dwelldesignstudio.com](http://dwelldesignstudio.com)**

HUNTINGTON AVENUE  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA

JEFFERSON  
APARTMENT  
GROUP

[illegible][illegible]

OVERALL  
BUILDING  
PLAN - LEVEL  
3

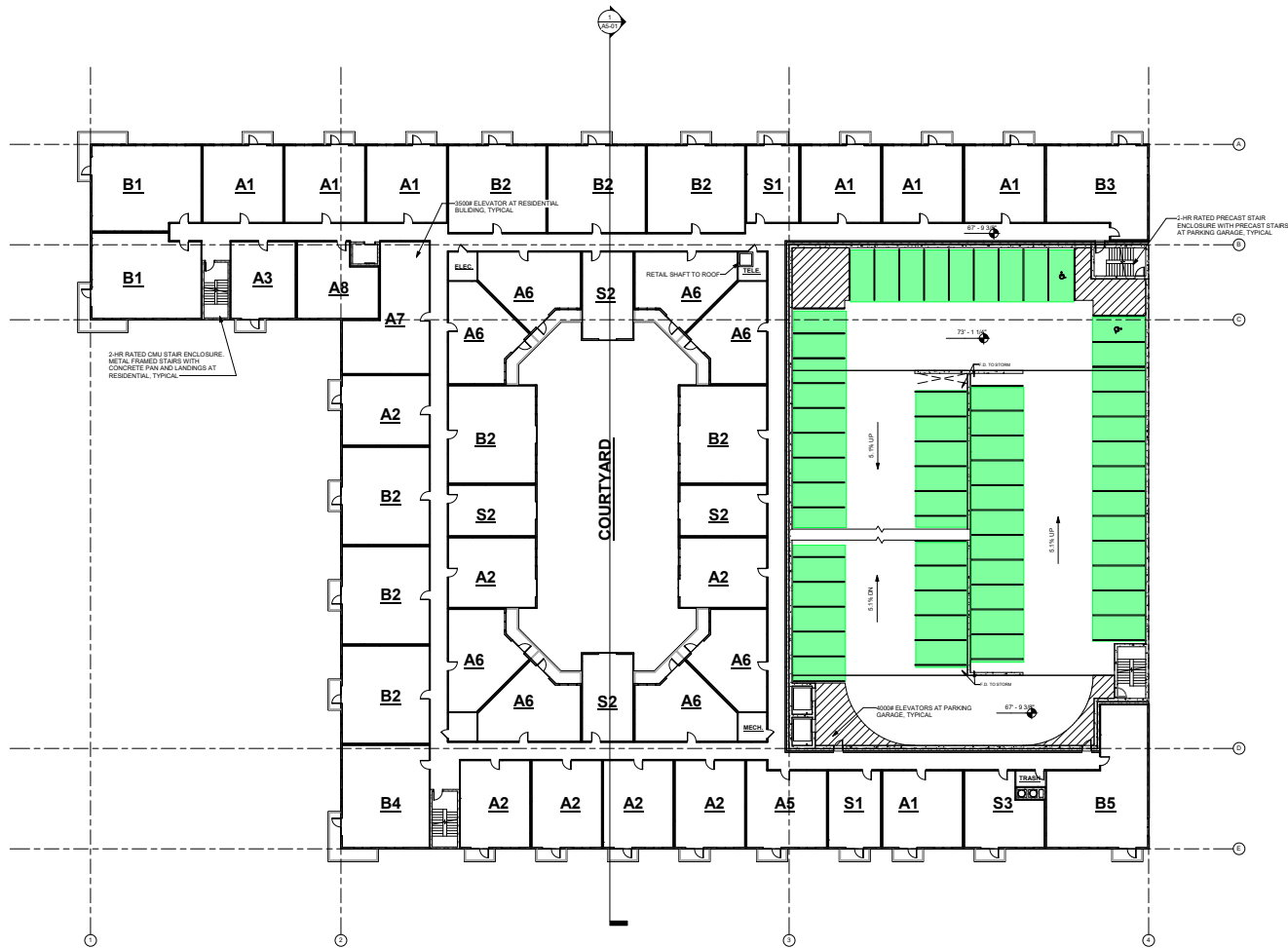
CONCEPTUAL PRICING SET

JOB NUMBER:

DRAWN BY	CHECKED BY
----------	------------

A0-03





1 OVERALL BUILDING PLAN - LEVEL 5 & 6  
1/16" = 1'-0"  
\*TYPE I-A CONSTRUCTION

ISSUE	DATE	DESCRIPTION

REVISION	DATE	DESCRIPTION	BY

CONCEPTUAL PRICING SET

OVERALL  
BUILDING  
PLAN - LEVELS  
5 & 6

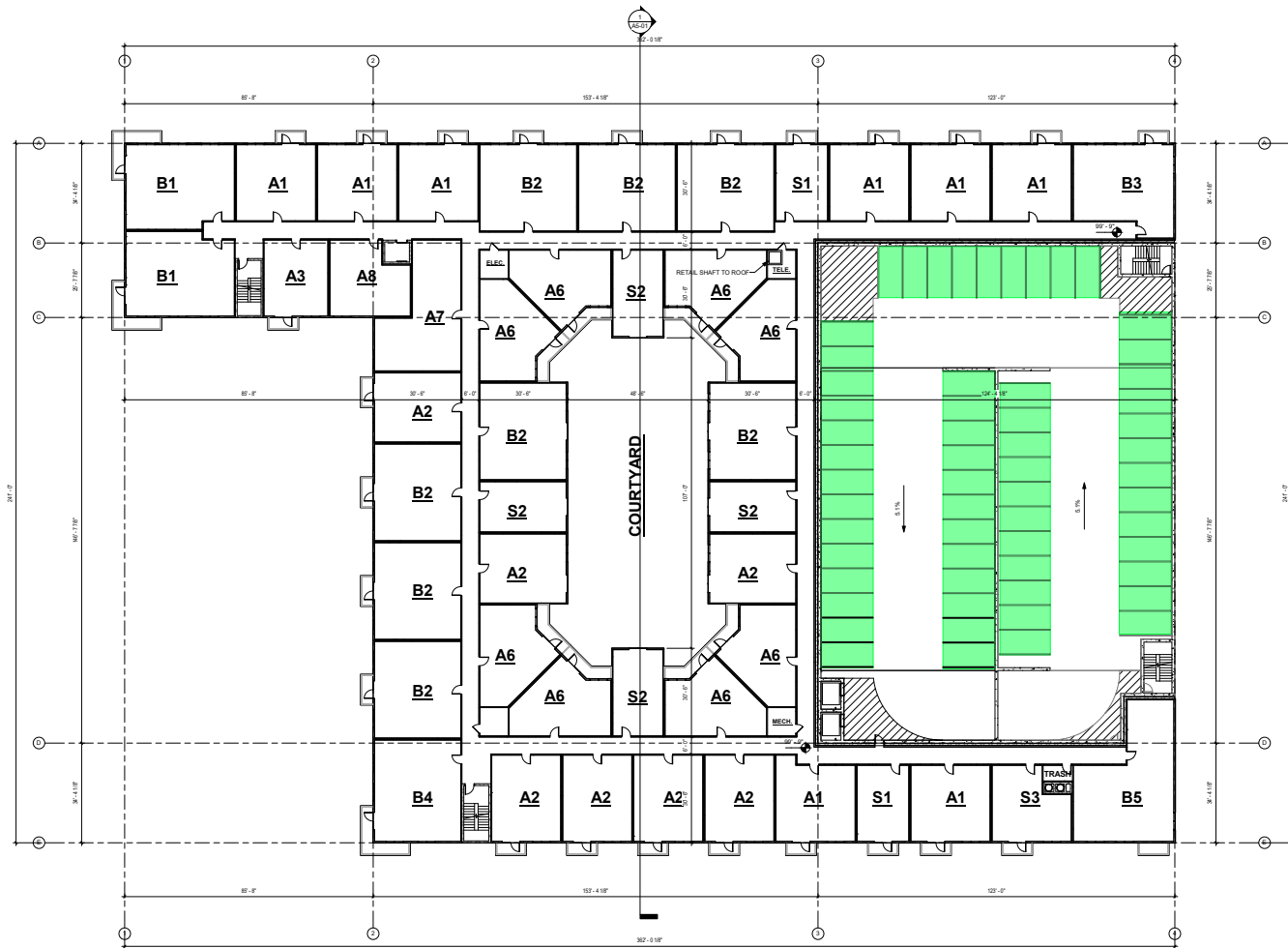
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DRAWN BY: CHECKED BY:

A0-05

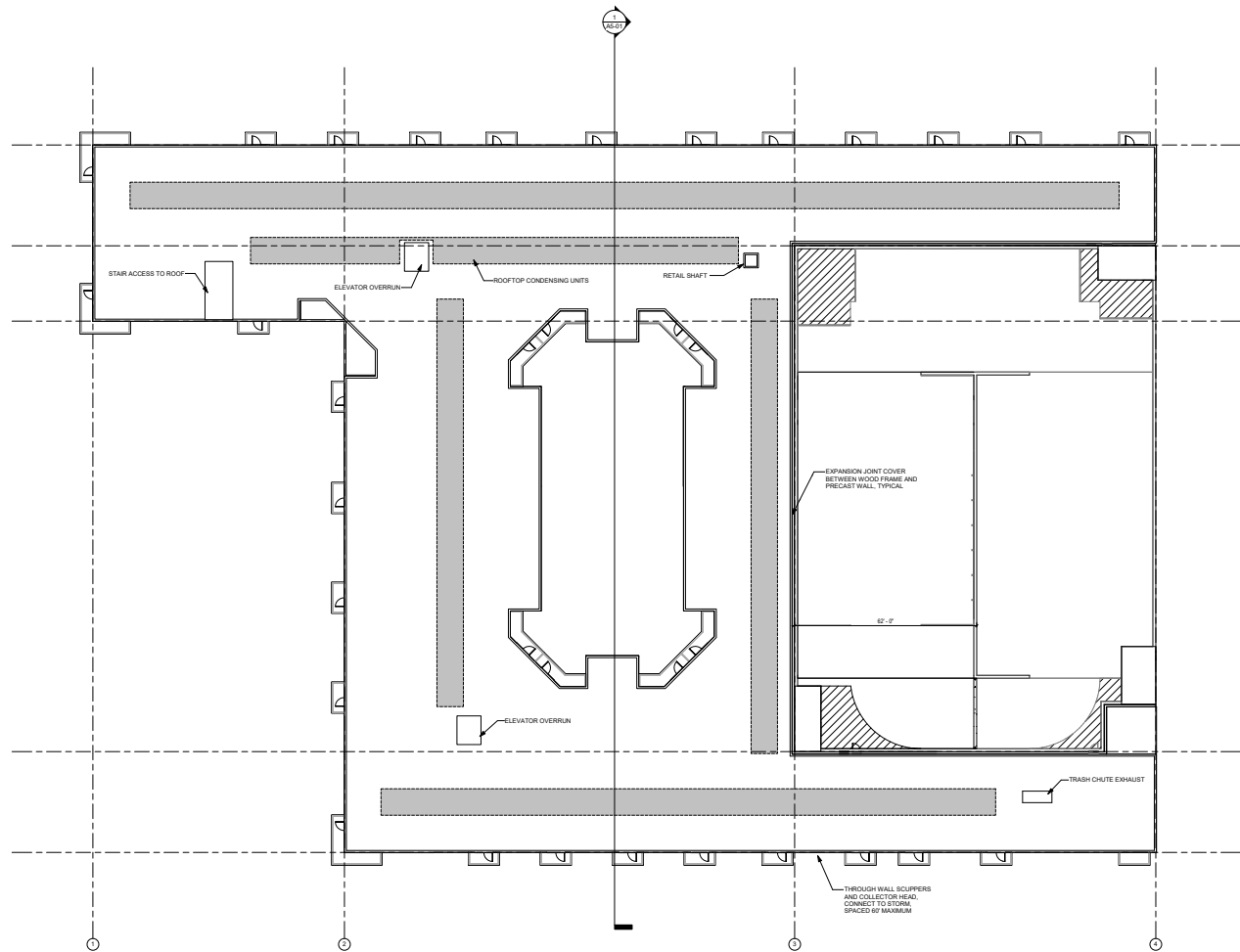




1 OVERALL BUILDING PLAN - LEVEL 8  
1/16" = 1'-0"  
\*TYPE IA CONSTRUCTION

ISSUE	DATE	DESCRIPTION	BY	CHK

REVISION	DATE	DESCRIPTION	BY	CHK



ROOF LEGEND	
	ROOFTOP CONDENSING UNITS
	WALKWAY SERVICE PAD AT ALL CONDENSING UNITS
	PROVIDE CRICKET AROUND PROJECTIONS

- ROOF NOTES**
- 60 MIL FULLY ADHERED SYSTEM PER SPEC.
  - REFER TO MANUFACTURER'S DETAILS. DETAILS SHOWN REPRESENT DESIGN INTENT ONLY. INSTALLATION SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
  - PROVIDE TAPERED INSULATION AS REQUIRED AT DRAINS TO PROVIDE POSITIVE DRAINAGE TO DRAIN AT 1/4\"
  - ROOF TO BE SLOPED TO EXTERIOR, THROUGH WALL SCUPPERS AND COLLECTOR HEADS, ROUTED TO STORM WATER CONNECTION, SPACED NO MORE THAN 6\"
  - ALL MECHANICAL EQUIPMENT TO BE ON PT SLEEPERS WITH SOUND ISOLATION
  - MAINTAIN 12-4\"
  - VERIFY LOCATIONS OF ALL ROOF PENETRATIONS WITH STRUCTURAL, MECHANICAL, AND PLUMBING DRAWING PRIOR TO INSTALLATION
  - CONTRACTOR TO VERIFY, COORDINATE, AND INSTALL ALL ADJACENT AND OR RELATED FLASHING, BLOCKING, NAILERS, INSULATION STOPPS, AND CRICKETS NECESSARY FOR THE COMPLETE INSTALLATION OF THE ROOF MEMBRANE WHICH ARE REQUIRED FOR A COMPLETE, WARRANTED, WATERTIGHT, AND WATERPROOF INSTALLATION
  - ROOFING SHALL BE CLASS - B OR BETTER, INSTALL PER MANUFACTURER'S RECOMMENDATIONS
  - PROVIDE FLASHING WHERE ROOF PITCHES CHANGE AND WHERE ROOF INTERSECTS VERTICAL SURFACES
  - ALL VERTICAL SHAFTS SHALL HAVE FLASHING AND COUNTER FLASHING 6\"
  - ALL CRICKET SLOPES SHALL NOT BE LESS THAN 1/4\"
  - PROVIDE FRT SHEATHING WITHIN 4\"

**1 OVERALL BUILDING PLAN - ROOF PLAN**  
1/16\" = 1'-0\"  
\*TYPE IA CONSTRUCTION

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**HUNTINGTON AVENUE**

APARTMENT DISTRICT  
FALLS CHURCH, VIRGINIA

JEFFERSON  
APARTMENT  
GROUP

ISSUE	DATE	DESCRIPTION

REVISION	DATE	DESCRIPTION

OVERALL BUILDING PLAN - ROOF PLAN

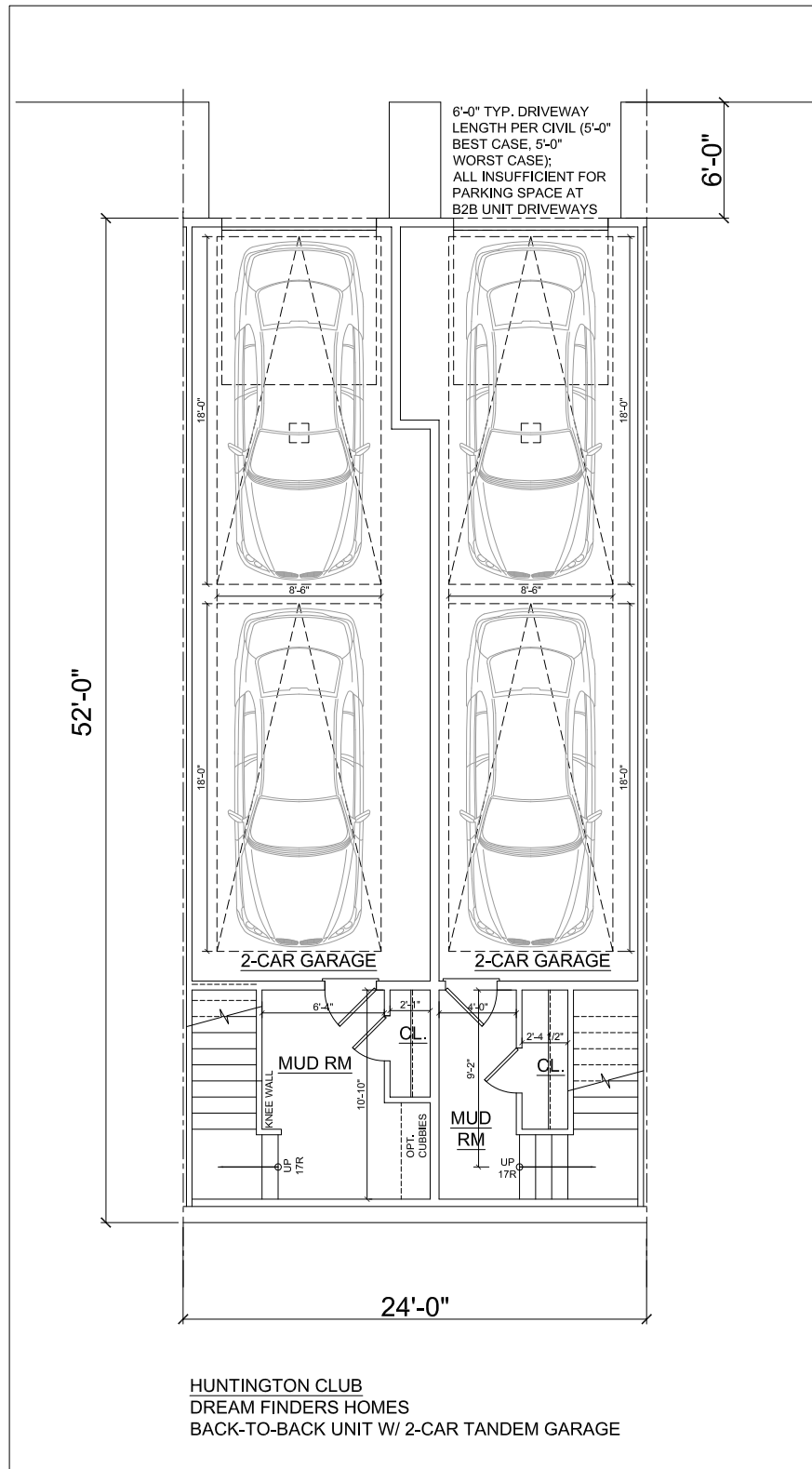
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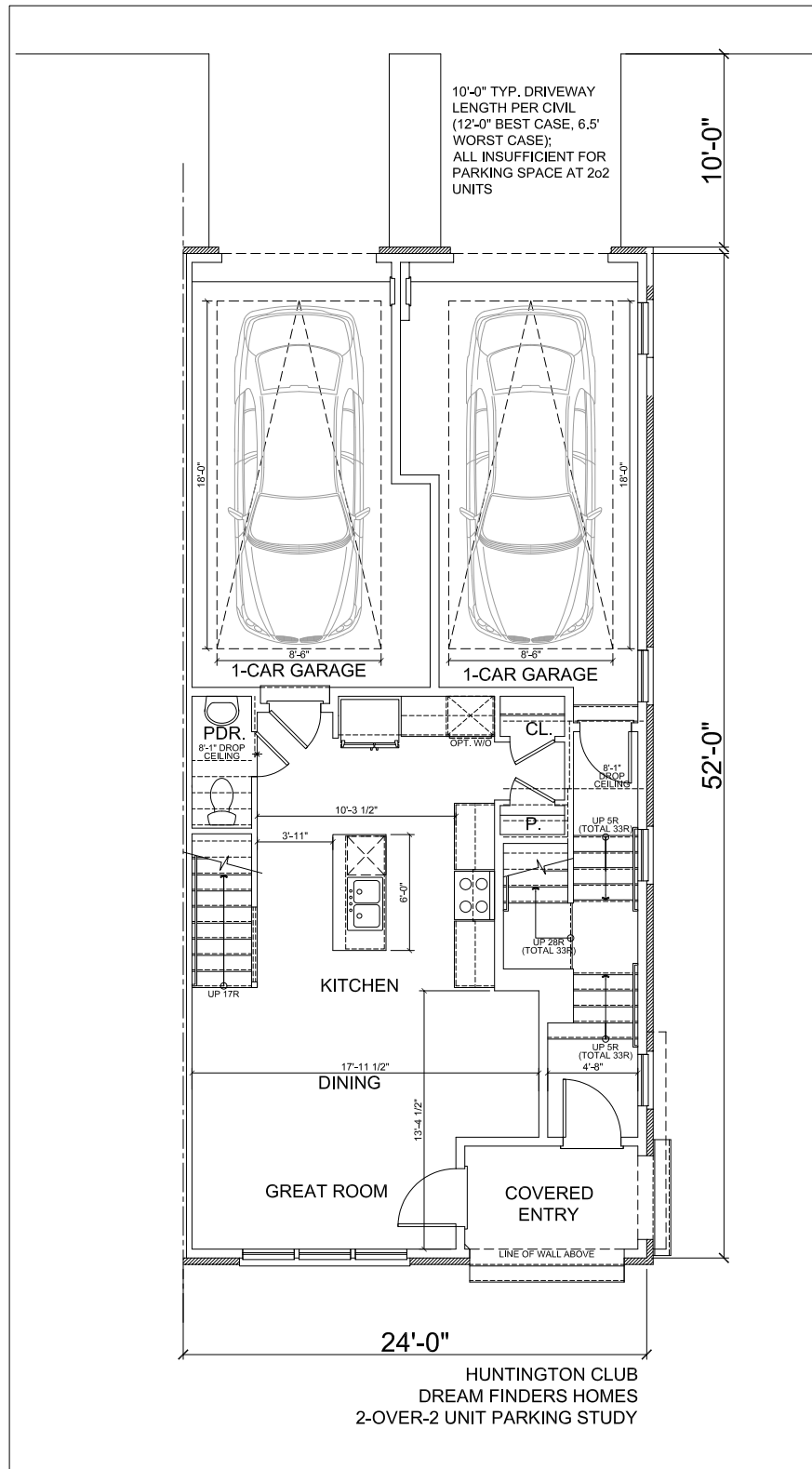
JOB NUMBER:

DRAWN BY: Author  
CHECKED BY: Checker

**A0-08**

**Attachment II**  
**Stacked Townhome Parking Exhibit**





**Attachment III**

**Zoning Ordinance Parking Requirements**

**Table 6100.1: Minimum Required Off-Street Vehicle Parking Spaces**

Use	Minimum Parking Requirement
Warehouse	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
Wholesale Facility	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, but with a minimum of 1 space per 1,000 square feet of gross floor area
<b>Industrial Services and Extraction of Materials</b>	
Building Materials Storage and Sales	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
Contractor's Office and Shop	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
Extraction Activity	As determined by the BZA
Petroleum Products Storage Facility	1 space per 1.5 employees on major shift, plus 1 space per company vehicle
Specialized Equipment and Heavy Vehicle Sale, Rental, or Service	1 space per 500 square feet of enclosed sales and rental floor area, plus 1 space per 2,500 square feet of open sales and rental display lot area, plus 2 spaces per service bay, plus 1 space per employee on major shift, but never less than 5 spaces
Storage Yard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
Vehicle Storage or Impoundment Yard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
<b>Production of Goods</b>	
Craft Beverage Production Establishment	1 space per 4 seats where seating is at tables, plus 1 space per 2 seats where seating is at a counter, plus 1 space per 2 employees. This rate applies to outdoor seating in excess of 20 outdoor seats for an establishment with a gross floor area of less than 5,000 square feet, or to outdoor seating in excess of 32 outdoor seats for an establishment with a gross floor area of 5,000 square feet or more
Production or Processing	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment
Production or Processing, Heavy	1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment
Small-Scale Production Establishment	<b>C-3, C-4, C-5, C-6, C-7, C-8, PDH, PDC, PRM, and PRC Districts:</b> 1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment, but with a minimum of 1 space per 1,000 square feet of gross floor area <b>I-3 District:</b> 1 space per employee on major shift, plus 1 space per company vehicle and piece of mobile equipment
<b>Waste and Recycling Facilities</b>	
Junkyard	1 space per 1.5 employees on major shift, plus 1 space per company vehicle, plus sufficient space to accommodate the largest number of visitors anticipated to be on-site at any one time, but with a minimum of 1 space per 1,000 square feet of gross floor area
Mixed Waste Reclamation Facility	1 space per 1 employee on major shift, plus 1 space per company vehicle
Recycling Center	1 space per 1 employee on major shift, plus 1 space per company vehicle
Solid Waste Disposal Facility	1 space per 1 employee on major shift, plus 1 space per company vehicle

## B. Shopping Centers

### (1) Parking Requirement Calculation

The off-street parking requirement established in Table 6100.2, applies to all uses in a shopping center, except that the following uses must comply with the standards established in Table 6100.1:

- (a) Office uses;
- (b) Any restaurant or restaurant with drive-through establishment that exceeds 5,000 square feet of gross floor area; and
- (c) Hotels.

**TABLE 6100.2: Shopping Center Minimum Required Off-Street Vehicle Parking Spaces**

Shopping Center Size [1]	Minimum Parking Requirement
≤100,000 square feet gross floor area	4.3 spaces per 1,000 square feet of gross floor area [2]
>100,000 but ≤400,000 square feet gross floor area	4 spaces per 1,000 square feet of gross floor area [2]
>400,000 but ≤800,000 square feet gross floor area	4.8 spaces per 1,000 square feet of gross floor area [2]
>800,000 square feet gross floor area	2.5 spaces per 1,000 square feet of gross floor area [3]

**Notes:**

- [1] The size of the shopping center is based on the definition of gross floor area as set forth in Article 9, and includes any gross floor area devoted to offices, restaurants, restaurants with drive-through, and hotels. The gross floor area calculation as qualified in Subsection 6100.3 is used to determine the required number of parking spaces.
- [2] Theaters must provide an additional 0.3 spaces for each seat beyond 2,000 seats.
- [3] Theaters must provide an additional 6 spaces for each 100 seats beyond 750 seats.

**(2) Outdoor Seating**

Parking is not required for outdoor seating that is accessory to a restaurant, restaurant with drive-through, or craft beverage production establishment, up to a maximum of 20 outdoor seats for an establishment with a gross floor area of less than 5,000 square feet, and up to a maximum of 32 outdoor seats for an establishment with a gross floor area of 5,000 square feet or more. Parking is required for outdoor seating that exceeds the number of seats stated above, based on the square footage of the excess seating in accordance with the applicable parking requirements for such uses.

**(3) Drive-Through and Curb-Side Pickup**

- (a) Stacking spaces must be provided for those uses that have drive-through facilities.
- (b) Spaces designated for curb-side pickup cannot be counted toward the minimum required number of parking spaces and cannot be located in any fire lane.

**C. Transit Station Areas**

For any development within an area designated in the Comprehensive Plan as a Transit Station Area, the following minimum off-street parking spaces are required:

**TABLE 6100.3: Transit Station Area Minimum Required Off-Street Vehicle Parking Spaces**

Use	Minimum Parking Requirement
Dwelling, Multifamily and Stacked Townhouse	0 or 1 bedroom: 1.3 spaces per unit 2 bedrooms: 1.5 spaces per unit 3 or more bedrooms: 1.6 spaces per unit
Office	0 to 0.25 miles from a metro station entrance along an accessible route: 2 spaces per 1,000 square feet of gross floor area More than 0.25 miles from a metro station entrance along an accessible route: 2.3 spaces per 1,000 square feet gross floor area
All other commercial uses, except restaurants	80 percent of the parking rate established in Table 6100.1
All other uses	As established in Table 6100.1

## **D. Restaurants**

- (1)** Where the standards in subsection A above require additional parking for a restaurant, carryout restaurant, or restaurant with drive-through, the following are entitled to continue under previous approvals:
- (a)** Special exceptions, rezonings, and parking reductions that were approved before January 24, 2018, when such approvals contain a specific parking rate or minimum number of parking spaces, and any building permits and site plans submitted pursuant to such special exceptions, rezonings, and parking reductions. Amendments to these special exceptions or rezonings may be approved, provided that, if any new uses or expansions increase seating capacity, parking will be calculated for the entire establishment based on the Zoning Ordinance rates in effect at the time of submission unless a parking reduction is approved by the Board.
  - (b)** Applications for Building Permits, parking tabulations, and site plans submitted on or before January 24, 2018, provided: (a) the permit is issued, or the tabulation or plan is approved within twelve months of submission or the return of the initial submission to the applicant or agent; (b) the permit, tabulation, or plan remains valid; (c) building permits for the structures shown on the approved plan are issued; and (d) the structures and uses are constructed in accordance with the building permits, tabulations, and plans. Revisions to the permit, tabulation, or plan may be approved provided that, if any new uses or expansions increase seating capacity, parking will be calculated for the entire establishment based on the Zoning Ordinance rates in effect at the time of submission.
  - (c)** Eating establishments and fast food restaurants lawfully existing on January 24, 2018, or entitled to continue pursuant to subsection (b) above, regardless of changes in ownership or tenant layout; however, any expansion or enlargement of the eating establishment or fast food restaurant that increases seating capacity will require parking to be calculated for the entire establishment at the Zoning Ordinance rates in effect at the time of submission.
- (2)** The definitions for restaurant, carryout restaurant, and restaurant with drive-through in this Ordinance will be applied to rezoning, final development plan, and special exception applications approved before January 24, 2018, as follows:
- (a)** If approved for an eating establishment, it will be recognized as a restaurant;
  - (b)** If approved for fast food with a drive-through, it will be recognized as a restaurant with drive-through;
  - (c)** If approved for fast food without a drive-through and with more than eight seats, it will be recognized as a restaurant; and
  - (d)** If approved for fast food without a drive-through and with eight or fewer seats, it will be recognized as a carryout restaurant.

Effective on: 7/1/2021

**Attachment IV**

**Proximity to Mass Transit Parking Reduction Criteria**

## **6. Off-Street Parking and Stacking Alternatives Authorized by the Board**

### **A. Shared Parking Reductions**

The Board may, subject to appropriate conditions, reduce the total number of parking spaces required when the applicant has demonstrated to the Board's satisfaction that:

- (1)** Fewer spaces than those required by this Article will adequately serve two or more uses by reason of the sum of the hourly parking demand of such uses; and
- (2)** The reduction will not adversely affect the site or the adjacent area.

### **B. Transit-Related Parking Reduction**

- (1)** The Board may reduce the number of required off-street parking spaces, subject to appropriate conditions, when a proposed development is within:
  - (a)** Reasonable walking distance to a mass transit station that either exists or is programmed for completion within the same time frame as the completion of the subject development;
  - (b)** An area designated in the Comprehensive Plan as a Transit Station Area;
  - (c)** Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or such a facility that is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service; or
  - (d)** Reasonable walking distance to a bus stop(s) when service to this stop(s) consists of more than three routes and at least one route serves a mass transit station or transportation facility and provides high-frequency service.
- (2)** A reduction may be approved when the applicant has demonstrated that the spaces proposed to be eliminated are unnecessary based on the projected reduction in the parking demand resulting from its proximity to a mass transit station, transportation facility, or bus service, and the reduction will not adversely affect the site or the adjacent area, including potential impacts on existing overflow parking in nearby neighborhoods.
- (3)** For the purposes of this provision, a determination regarding the completion time frame for a mass transit station or transportation facility must include an assessment of the funding status for the transportation project.

### **C. Off-Site Parking**

#### **(1) Generally**

The Board, acting upon a specific request, may authorize an alternative off-site parking location if practical difficulties exist or if the public safety or public convenience would be better served, subject to conditions the Board deems appropriate in addition to the following:

- (a)** Required spaces will be subject to agreements or arrangements satisfactory to the Board that will ensure the continuing availability of the spaces sufficient to serve the use; and
- (b)** The applicant must demonstrate to the Board's satisfaction that the required space is generally located within 500 feet walking distance of a building entrance to the use that the space serves; or
- (c)** The spaces will be provided off-site with access via a valet or shuttle service subject to agreements or arrangements approved by the Board that will ensure the operation of such service and that no adverse impacts will result on the site of the parking spaces or the adjacent area; or
- (d)** Required spaces will be accommodated in accordance with the provisions of subsection (2) below.

#### **(2) Commercial Revitalization Districts**

**Attachment V**

**Census Data**

American Community Survey Data (2015-2019)

B25044 - Tenure by Vehicles Available

Label (Grouping)	Block Group 1, Census Tract 4204, Fairfax County, Virginia Estimate	Block Group 1, Census Tract 4204, Fairfax County, Virginia Margin of Error	Block Group 2, Census Tract 4204, Fairfax County, Virginia Estimate	Block Group 2, Census Tract 4204, Fairfax County, Virginia Margin of Error	Block Group 2, Census Tract 4205.02, Fairfax County, Virginia Estimate	Block Group 2, Census Tract 4205.02, Fairfax County, Virginia Margin of Error	Block Group 1, Census Tract 4205.03, Fairfax County, Virginia Estimate	Block Group 1, Census Tract 4205.03, Fairfax County, Virginia Margin of Error	Block Group 3, Census Tract 4205.03, Fairfax County, Virginia Estimate	Block Group 3, Census Tract 4205.03, Fairfax County, Virginia Margin of Error
Total:	1,011	±107	904	±117	413	±66	336	±69	357	±102
Owner occupied:	524	±92	0	±12	0	±12	189	±68	0	±12
No vehicle available	7	±11	0	±12	0	±12	8	±14	0	±12
1 vehicle available	229	±78	0	±12	0	±12	120	±57	0	±12
2 vehicles available	256	±80	0	±12	0	±12	36	±30	0	±12
3 vehicles available	32	±24	0	±12	0	±12	15	±24	0	±12
4 vehicles available	0	±12	0	±12	0	±12	0	±12	0	±12
5 or more vehicles avail	0	±12	0	±12	0	±12	10	±17	0	±12
Renter occupied:	487	±101	904	±117	413	±66	147	±48	357	±102
No vehicle available	51	±34	147	±81	26	±20	25	±27	42	±39
1 vehicle available	338	±82	508	±101	267	±65	79	±32	193	±86
2 vehicles available	87	±58	221	±74	115	±50	36	±33	114	±71
3 vehicles available	11	±18	28	±24	5	±7	7	±12	8	±13
4 vehicles available	0	±12	0	±12	0	±12	0	±12	0	±12
5 or more vehicles avail	0	±12	0	±12	0	±12	0	±12	0	±12

American Community Survey Data (2015-2019)

B08301 - Means of Transportation to Work

Label (Grouping)	Block Group 1, Census Tract 4204, Fairfax County, Virginia Estimate	Block Group 1, Census Tract 4204, Fairfax County, Virginia Margin of Error	Block Group 2, Census Tract 4204, Fairfax County, Virginia Estimate	Block Group 2, Census Tract 4204, Fairfax County, Virginia Margin of Error	Block Group 2, Census Tract 4205.02, Fairfax County, Virginia Estimate	Block Group 2, Census Tract 4205.02, Fairfax County, Virginia Margin of Error	Block Group 1, Census Tract 4205.03, Fairfax County, Virginia Estimate	Block Group 1, Census Tract 4205.03, Fairfax County, Virginia Margin of Error	Block Group 3, Census Tract 4205.03, Fairfax County, Virginia Estimate	Block Group 3, Census Tract 4205.03, Fairfax County, Virginia Margin of Error
Total:	1,352	±157	1,053	±164	580	±100	422	±140	466	±161
Car, truck, or van:	710	±152	617	±155	364	±81	186	±66	280	±148
Drove alone	631	±152	586	±148	341	±81	177	±68	252	±126
Carpooled:	79	±54	31	±27	23	±21	9	±13	28	±45
In 2-person carpool	54	±47	19	±22	12	±16	9	±13	28	±45
In 3-person carpool	17	±25	12	±16	0	±12	0	±12	0	±12
In 4-person carpool	0	±12	0	±12	0	±12	0	±12	0	±12
In 5- or 6-person carpool	0	±12	0	±12	5	±8	0	±12	0	±12
In 7-or-more-person carpool	8	±12	0	±12	6	±11	0	±12	0	±12
Public transportation (excluding taxicab)	537	±112	364	±97	150	±72	221	±118	186	±81
Bus	17	±19	51	±55	12	±13	8	±14	16	±28
Subway or elevated rail	520	±110	313	±98	124	±70	182	±110	141	±80
Long-distance train or commuter rail	0	±12	0	±12	14	±10	31	±45	29	±32
Light rail, streetcar or trolley (car	0	±12	0	±12	0	±12	0	±12	0	±12
Ferryboat	0	±12	0	±12	0	±12	0	±12	0	±12
Taxicab	0	±12	0	±12	0	±12	0	±12	0	±12
Motorcycle	0	±12	0	±12	0	±12	0	±12	0	±12
Bicycle	25	±28	18	±21	0	±12	0	±12	0	±12
Walked	0	±12	11	±17	38	±32	0	±12	0	±12
Other means	0	±12	8	±13	0	±12	0	±12	0	±12
Worked from home	80	±49	35	±33	28	±19	15	±18	0	±12

**Attachment VI**

**Proffers**

- c. If glazing constitutes more than 20% of an exposed façade, then the glazing will have a laboratory STC rating of up to 45 as dictated by the percentage of glazing; and
  - d. All surfaces will be sealed and caulked in accordance with methods approved by the ASTM to minimize sound transmission.
- B. Exterior Noise Levels. The Applicant will provide noise attenuation measures as determined necessary based on the acoustical analysis to ensure that highway and Metrorail related noise will not exceed 65 dBA DNL in the outdoor recreation areas within the Property to the extent feasible. The Applicant will notify potential tenants or purchasers of individual residential units with balconies, either in their leases or sales contracts, as applicable, if exterior noise levels may exceed 65 dBA, in accordance with the policy established by Fairfax County for outdoor recreation in residential areas impacted by high noise levels.
- C. Alternative Measures. As an alternative to the noise attenuation measures described above, the Applicant reserves the right to pursue other methods of mitigating highway and Metrorail related noise impacts that can be demonstrated prior to the filing of a building permit, through an additional noise study as reviewed and approved by EDRB, provided such methods will be effective in reducing interior noise levels to no more than 45 dBA DNL for Residential Units and Hotel Uses, no more than 50 dBA DNL for Office Uses, and outdoor noise to no more than 65 dBA DNL to the extent feasible.

## **PARKING**

16. Parking. Parking on the Property will be provided in accordance with the parking requirements set forth in the Zoning Ordinance, as determined by LDS for the uses within the Existing Development and the Proposed Development. The exact number and location of parking spaces to be provided in each Phase will be determined with the approval of each FDP and site plan based on the specific uses in such Phase. If changes to the mix of uses at the time of site plan approval result in parking that is greater than or less than that anticipated on the CDP, additional parking spaces may be provided or parking spaces may be removed, provided the parking remains in conformance with the requirements of the Zoning Ordinance and the Proposed Development otherwise is in substantial conformance with the CDP and these Proffers. The Applicant will provide updated parking tabulations for the Proposed Development with each FDP and site plan for the Property.

- A. Parking Reductions. Notwithstanding the foregoing and given the Proposed Development's character as a mixed-use, pedestrian-friendly development in a Transit Station Area, plus the Transportation Demand Management ("**TDM**") program for the Proposed Development described herein, the Applicant may pursue approval of a shared parking agreement(s) and/or a parking reduction for the Proposed Development or portion thereof or Phase therein. Any such parking reduction or shared parking agreement may include the use of tandem and/or valet parking spaces as well as shared parking spaces, as approved by the Director of LDS or the Board of Supervisors, as applicable.
- B. Parking Fees. At its sole discretion, the Applicant may elect to charge for parking within some or all of the parking garages, and for some or all of the on-street parking spaces, or to restrict certain areas of the parking garages for resident parking.

- C. Unbundled Parking. The Applicant will offer parking spaces to purchasers or lessees of the Residential Units exclusively and separately from the lease of any Residential Unit or the sale of any for-sale Residential Unit on Blocks B, E, F and G, such that no parking space is included in the base purchase price or rental rate for such Residential Unit. The Applicant will have the right to charge separately for parking spaces for any rental or for-sale Residential Units on Blocks B, E, F and G on a per space basis at market rates determined by the Applicant.
- D. On-Street Parking Spaces. The Applicant will provide on-street parking as generally shown on the CDP, as may be adjusted at the time of FDP and/or site plan approval. The Applicant reserves the right to restrict on-street parking by limiting the duration thereof and reserving such parking for the patrons of the Secondary Uses within the Property and/or visitor parking through appropriate signage or such other means as determined appropriate by the Applicant. The Applicant will demonstrate at the time of site plan whether and if so, how many, on-street parking spaces are not required to satisfy the minimum parking requirements for the Proposed Development (the “**Excess Parking Spaces**”) and may thereafter use any such Excess Parking Spaces as temporary or short-term parking, car-sharing parking, valet parking, and/or similar uses. The Applicant may remove vehicles that are parked illegally, consistent with applicable regulations, and reserves the right to assign street parking spaces for use by adjacent uses.
- E. Interim Parking for Blocks A, C and D. The Applicant may manage the surface parking spaces in Blocks A, C and D as guest and delivery parking through use of timed parking restrictions, permit parking, paid or ticket-validated parking, and/or towing. No vehicles will be parked for more than 8 hours in these spaces without having first obtained a permit for the same. The Applicant will submit evidence of a towing contract to enforce this restriction to the Zoning Administrator prior to the first RUP in the earliest of Blocks A, C or D. In the event the Applicant determines based on the number/frequency of vehicles towed during peak period guest and delivery parking demand, the Applicant will designate additional surface parking spaces in the Existing Development for use by guests of Land Bays A, C and D, subject to the previously defined management requirements. In event the peak demand for guest parking for Land Bays A, C or D continues to exceed supply during or following development of Blocks E and/or F, the Applicant will allow guests and visitors to Blocks A, C and D to park in the garage(s) constructed on Blocks E and/or F on the same terms and conditions as those imposed on the Residential Units on such Blocks.

17. Electric Vehicle Charging Facilities.

- A. For purposes of this Proffer 16, “electric vehicle-ready” or “EV-ready” means the provision of space, conduit banks, conduits and access points allowing for the easy installation of electric vehicle charging stations in the future, space for potential future installation of increased transformer capacity, and space within the electrical room to accommodate future electric capacity, and does not include the installation of transformers, switches, wiring or charging.
  - i. Excluding Blocks A, C and D, each new parking structure for the new Buildings within the Proposed Development will be designed to support the future installation of Level 2 electric vehicle (“**EV**”) charging infrastructure for a minimum of Two Percent (2%) of the spaces within such structure and may provide additional infrastructure if the market supports the same. The Applicant

will include within site plan and building plan submissions, as applicable, the identification of spaces within the parking structure that will be EV-ready, as well as information demonstrating the following, to the satisfaction of LDS:

- a. That conduits with pull strings and access points will be installed sufficient to support the future installation of an EV charging station at each of the EV-ready spaces;
    - b. That electric load estimates prepared for the building will account for EV-ready spaces. Estimates can calculate a cumulative load, where EV-ready load is added to building service load, or, alternately, the building permit plans can demonstrate that building service load can accommodate EV-ready loads for the EV-ready spaces identified above; and
    - c. That the electrical room of the building will be sized to support future electrical capacity expansions for a Level 2 EV charging station for each identified space within the parking facility, including empty panel space for EV charging that could ultimately be connected with pull string conduits to the parking.
  - ii. In addition, unless and until all EV-ready spaces have EV charging stations installed, the Applicant will include, within closing and leasing documents, disclosure to prospective purchasers/renters the presence of EV-ready parking spaces on the property.
- B. For each Stacked Townhouse constructed in Blocks A, C and D, the Applicant will provide each initial purchaser the option for the Applicant to install a universal electric vehicle charging station in the purchaser's garage at the purchaser's expense.
- C. Following approval of this Application, the Applicant may request approval from the Zoning Administrator, in consultation with LDS, to reduce or eliminate the requirement to install/maintain EV-ready spaces in any new parking structure upon demonstration that, due to changes in technology or other market conditions beyond the Applicant's control, demand for EV-ready spaces has diminished below the number of spaces this Proffer otherwise would require the Applicant to maintain.

provide details concerning the general size and location of each such facility as part of subsequent FDPs/FDPAs (to the extent then-known) and site plan for each Building or Block on which a green roof is proposed.

- B. Infrastructure Development Phase. Notwithstanding the SWM commitments described above and depicted on the CDP, the Applicant reserves the right to phase implementation of the SWM Facilities consistent with the Phasing Plan for the Proposed Development and in recognition that individual SWM Facilities or techniques may serve and/or be completed with one or more Phases or Blocks. As part of site plan approval for each Phase and/or Block, the Applicant will identify the interim and, if known or available, ultimate SWM Facilities proposed to accommodate storm runoff from the development shown on the submitted site plan, as well as demonstrate that the interim measures otherwise achieve the minimum requirements of Chapter 124 of the County Code.
- C. Maintenance Responsibility. Prior to the initial site plan approval for each building within the Proposed Development, the Applicant will execute an agreement with the County in a form satisfactory to the County Attorney (the “**SWM Agreement**”) providing for the perpetual maintenance of all SWM Facilities that are part of the Proposed Development. The SWM Agreement will require the Applicant (or its successor MOA/HOA/COA/CA) to perform regular routine maintenance of the SWM Facilities in accordance with the maintenance specifications provided in the approved site plan, and to provide a maintenance report annually to the Fairfax County Maintenance and Stormwater Management Division of DPWES, provided DPWES requests such a maintenance report. The SWM Agreement also will address easements for County inspection and emergency maintenance of the SWM Facilities to ensure that the facilities are maintained by the Applicant in good working order.
- D. Future Regulations. In the event the U.S. Environmental Protection Agency, the Commonwealth of Virginia, Fairfax County, or their designee, issue new or additional stormwater management regulations affecting the Proposed Development, the Applicant will have the right to accommodate necessary changes to its stormwater management designs without the need for a CDPA, FDPA, or PCA, provided such stormwater management changes do not materially affect the limits of clearing and grading, building locations, or road layouts and otherwise are in general conformance with the CDP.

## **TRANSPORTATION IMPROVEMENTS**

22. Major Internal Streets. Roads A, B, C and D (the “**Major Internal Streets**”) are intended to function as public streets constructed with materials and depth of pavement consistent with public street standards in accordance with the PFM but not maintained by VDOT. The Applicant will construct each segment of the Major Internal Streets and install the streetscape as shown on the CDP prior to the issuance of the first RUP or Non-RUP for each Building and/or Block fronting on such segment of the Major Internal Streets. The Applicant reserves the right to provide different names for the streets than shown on the CDP. Concurrent with site plan or public improvement plan approval for each segment of the Major Internal Streets, the Applicant will either (i) dedicate to the Board of Supervisors in fee simple the right-of-way for or (ii) record a permanent public access easement, as determined in consultation with FCDOT, over the travelways and associated streetscape/sidewalk to facilitate vehicular and pedestrian circulation through the Property.

- A. Road B Alternate Design. As part of site plan approval for the first Building to be constructed on Block G, the Applicant will pursue approval from FCDOT, VDOT and/or

LDS, as necessary or required, to permit the Applicant to modify the emergency vehicle turnaround/drop-off on Road B in front of Block E in favor of a new turnaround to be constructed on Block G as shown on Sheet C-10 of the CDP. Should the Applicant obtain the necessary approvals to remove the emergency vehicle turnaround/drop-off in front of Block E, the Applicant will, concurrent with its construction of the Block G turnaround, reconfigure the Block E turnaround as shown in the CDP and expand the Huntington Steps (as defined below).

- B. Maintenance of Major Internal Streets. The Applicant or its successors and assigns will be responsible for maintenance of the Major Internal Streets.

23. Private Streets. The Applicant may construct all or portions of the internal private streets (Private Alleys A through F) using porous pavement/concrete or other treatments or materials as part of its placemaking and/or stormwater management program. The Applicant will be responsible for maintenance of Private Alleys A through F until the maintenance responsibility transitions to the MOA or other successor entity or assigns, at which time the MOA or applicable HOA/COA/CA will be responsible for such maintenance in accordance with the declaration establishing the MOA. The Applicant reserves the right to provide different names for the streets than shown on the CDP.

24. Traffic Signals.

- A. Road A Traffic Signal. No later than twelve (12) months following issuance of the first RUP or Non-RUP for the later of Block A or B, or upon demand by FCDOT, the Applicant will complete and submit to VDOT Signal Justification Reports (“*SJR*”) for a traffic signal at the intersection of Huntington Avenue and Road A (“*Road A Traffic Signal*”), which *SJR* will include a review of both vehicular and pedestrian volume warrants. If the Road A Traffic Signal is warranted and approved by VDOT, the Applicant will, subject to the acquisition of all necessary easements and rights-of-way from the adjacent property owners, design, equip and construct the approved Road A Traffic Signal, including pedestrian enhancements, no later than twelve (12) months after warrants have been met. If the Road A Traffic Signal is not justified at the time of the initial *SJR*, the Applicant thereafter will conduct additional *SJR*(s) within twelve (12) months following issuance of the first RUP or Non-RUP for each new Building in Blocks E and G until such time as the Road A Traffic Signal has been installed. In each such circumstance, the Applicant must install the Road A Traffic Signal no later than twelve (12) months after warrants have been met. In the event the Road A Traffic Signal is not warranted or approved by VDOT at the time of final warrant analysis, the Applicant will escrow with FCDOT Two Hundred-Fifty Thousand Dollars (\$250,000), which funds will be used by the County or others to install the Road A Traffic Signal and the Applicant's obligation to design and construct the Road A Traffic Signal will be deemed null and void.
- B. Road C Traffic Signal. No later than twelve (12) months following issuance of the first RUP or Non-RUP for the earlier of Blocks F or G1, or upon demand by FCDOT, and then again every twelve (12) months thereafter for an additional two (2) times, the Applicant will complete and submit to VDOT a *SJR* for a traffic signal at the intersection of Road C and North Kings Highway (“*Road C Traffic Signal*”), which *SJR* will include a review of both vehicular and pedestrian volume warrants. If the Road C Traffic Signal is warranted and approved by VDOT, the Applicant will, subject to the acquisition of all necessary easements and rights-of-way from the adjacent property owners, design, equip and construct the approved Road C Traffic Signal, including pedestrian enhancements, no

later than twelve (12) months after warrants have been met. In the event the Road C Traffic Signal is not warranted or approved by VDOT at the time of final warrant analysis, the Applicant will escrow with FCDOT Two Hundred-Fifty Thousand Dollars (\$250,000), which funds will be used by the County or others to install the Road C Traffic Signal and the Applicant's obligation to design and construct the Road C Traffic Signal will be deemed null and void.

25. Huntington Avenue Improvements. Subject to review and approval by VDOT and/or FCDOT, as applicable, the Applicant will provide roadway frontage improvements on Huntington Avenue as shown on Sheets C-14 or C-14A of the CDP concurrent with its development of Blocks A and B, respectively. If approved by VDOT, the Applicant will construct a right-in/right-out from Huntington Avenue to the parking structure on Block B as shown on the CDP. In the event VDOT approves a right-in only from Huntington Avenue to the Block B garage, the Applicant will construct the entrance as a right-in only. The Applicant will determine the ultimate design of the parking structure entrance to Block B as part of FDP approval for the Multi-Family Building on Block B. The Applicant will complete the improvements to Huntington Avenue prior to the issuance of the first RUP for the first Residential Unit in the Block to which the improvements abut. The Applicant will not remove the existing pedestrian crosswalk on Huntington Avenue until a new pedestrian crosswalk is constructed.

- A. Robinson Way Inter-Parcel Access. As part of site plan approval for the proposed improvements to Huntington Avenue, the Applicant will use commercially reasonable efforts to obtain all necessary access and construction easements to permit the Applicant to construct, at its sole cost and expense, one or more inter-parcel access points between The Parker residential development (Tax Map # 83-1 ((1)) Parcel 34D) ("**Parker Parcel**") and the abutting parcel to the west (Tax Map # 83-1 ((1)) Parcel 33) ("**Locus Parcel**"), provided that (i) no such easements already have been obtained by the Locus Parcel (such that the owner of the Locus Parcel could construct the access points itself), and (ii) the Applicant obtains all necessary access and construction easements from the Parker Parcel at no cost to the Applicant. Should the Applicant obtain the required approvals and easements prior to substantial completion of the Applicant's improvements to Huntington Avenue, the Applicant will construct the inter-parcel access point(s) prior to bond release for the Applicant's improvements to Huntington Avenue. Should the Applicant be unable to obtain the necessary access and construction easements from the Parker Parcel prior to substantial completion of the Applicant's improvements to Huntington Avenue, the Applicant's obligation to construct the inter-parcel access point(s) automatically will expire, and this Proffer 24(A) will become null and void.

26. North Kings Highway Improvements. Subject to review and approval by VDOT and/or FCDOT, as applicable, concurrent with its construction of the Stacked Townhouses or Buildings in Blocks C, D and F, the Applicant will construct in phases the appropriate portions of the improvement to North Kings Highway, including the streetscape sections abutting such Building or Block, as shown on Sheets C-14B and C-14C of the CDP. The Applicant will complete the improvements to North Kings Highway prior to the issuance of the first RUP for the first Residential Unit in the Block to which the improvements abut. For the absence of doubt, the Applicant will construct the intersection of Road C with North Kings Highway and associated pedestrian improvements concurrent with the earlier of Blocks F or G1.

- A. Interim North Kings Highway Sidewalk Improvement. Prior to issuance of the first RUP for the Stacked Townhouse in Block D, the Applicant will construct an interim, at-grade pedestrian asphalt trail on the east side of North Kings Highway from the southeast corner of Block D to the property boundary line at the future Block F (the "**Interim NKH Pathway**"). The Applicant will construct the Interim NKH Pathway to a minimum eight (8) feet in width, provided that the Applicant may reduce the width as necessary (but in

no event less than five (5) feet) to preserve existing trees and/or avoid the need to install retaining walls or relocate utilities. The Applicant will provide details for the Interim NKH Pathway as part of its FDP and site plan for Block D. Notwithstanding the foregoing, the Applicant may close or limit use of the Interim NKH Pathway during or to facilitate construction of Block F.

27. Future Extensions to WMATA Parcel. The Applicant will design and construct Roads B and C in anticipation that one or more of such Roads (or pedestrian connections to/from such Roads) could be extended offsite to the Huntington Metro Station parcel (Tax Map 83-1 ((01)) 17E, the “**WMATA Parcel**”) to facilitate improved connectivity throughout the Huntington TSA. As part of site plan approval for each such Road and each Building or public space that abuts such Road, the Applicant will provide a copy of such site plan to the Washington Metropolitan Area Transit Authority (“**WMATA**”) for review and comment. The Applicant also will, as part of the site plan approval for each of Roads B and C, reserve (a) right-of-way for future dedication in fee simple to the Board of Supervisors or (b) a public access easement extending from the back of curb closest to the WMATA parcel to the property line for the purposes of allowing construction (by others) of a future public or private street or pedestrian connection (each a “**Reservation Area**”). Within ninety (90) days of receipt of a written request by the County or WMATA, the Applicant will execute plats and/or deeds, prepared by others, for the dedication of, or conveyance of a public access easement over, one or more Reservation Areas, or portion thereof, and return said plats and deeds to the requesting party for recordation. Concurrent with such dedication, the Applicant also will convey (i) grading and temporary construction and (ii) permanent maintenance easements to the Board of Supervisors to permit construction and maintenance, by others, of the proposed new public or private Road, provided that (a) any such easements do not interfere with access to the Proposed Development or otherwise conflict with the Proposed Development, and (b) the County and/or the constructing party agrees to restore the Property, to the extent feasible, to its then-existing condition, including the replacement of all landscaping, retaining walls and other proffered elements of the Proposed Development. Unless otherwise agreed to by the Applicant and WMATA, following completion of any private Road extension to the WMATA parcel, the Applicant will maintain only the portion of the Road or pedestrian connection located on the Property, with WMATA responsible for maintaining the Road or connection on its parcel. Notwithstanding anything in this Proffer to the contrary, the requirement for the Applicant to reserve and/or dedicate the Reservation Area will remain in effect for a period of thirty (30) years from the date the Reservation Area is recorded. Upon the expiration of such thirty-year period, this Proffer will be of no further force or effect, and the Applicant may vacate all reserved areas not previously dedicated to the Board of Supervisors.

28. Parcel 32 Connection. The Applicant has entered into an agreement with the owner of the property described in the Fairfax County Tax Maps as Tax Map 83-1 ((1)) Parcel 32 (“**Parcel 32**”) with respect to temporary vehicular, pedestrian and construction access on and across the Property, as well as permanent access on and across the Property, shared maintenance costs and other items as the Applicant and the owner of Parcel 32 (the “**Parcel 32 Owner**”) have deemed necessary and appropriate. Such agreement may be revised by mutual consent of the parties after the approval of this Application. Notwithstanding the foregoing sentences, the Applicant agrees it will convey (i) grading and temporary construction and (ii) permanent maintenance easements to the Parcel 32 Owner to permit construction and maintenance, by others, of a new public or private road connecting Road D to Parcel 32 generally as shown on Sheet C-10 and C-12 of the CDP, provided that (a) any such easements do not interfere with access to the Proposed Development or otherwise conflict with the Proposed Development, and (b) the Parcel 32 Owner agrees to restore the Property, to the extent feasible, to its then-existing condition, including the replacement of all landscaping, retaining walls and other proffered elements of the Proposed Development. Unless otherwise agreed to by the Applicant and the Parcel 32 Owner, following completion of any private road extension to Parcel 32, the Applicant will maintain only the portion of the

road or pedestrian connection located on the Property, with the Parcel 32 Owner A responsible for maintaining the Road or connection on its parcel.

29. Future Interparcel Connection to Kathryn Street Parcels. In the event the owners of the parcels along the northwestern boundary line of the Property (adjacent to Kathryn Street) (the “*Kathryn Street Parcels*,” the owners of which are collectively, the “*Parcel Owners*”) pursue and secure approval of a plan to redevelop the Kathryn Street Parcels in a manner that anticipates or provides for one or more interparcel connections to Land Bay A, the Applicant agrees it will convey (i) grading and temporary construction and (ii) permanent maintenance easements to the Parcel Owners to permit construction and maintenance, by others, of a new public or private road connecting Alley D to the Kathryn Street Parcels generally as shown on Sheet C-10 of the CDP, provided that (a) any such easements do not interfere with access to the Proposed Development or otherwise conflict with the Proposed Development, and (b) the Parcel Owners agree to restore the Property, to the extent feasible, to its then-existing condition, including the replacement of all landscaping, retaining walls and other proffered elements of the Proposed Development. Unless otherwise agreed to by the Applicant and the Parcel Owners, following completion of any private road extension to the Kathryn Street Parcels, the Applicant will maintain only the portion of the road or pedestrian connection located on the Property, with the Parcel Owners responsible for maintaining the road or connection on their parcels in the event of the future redevelopment of the Kathryn Street Parcels. Such an agreement will be on terms mutually acceptable to both the Applicant and the Parcel Owners and may occur after the approval of this Application.

#### TRANSPORTATION DEMAND MANAGEMENT

30. Transportation Demand Management. This Proffer sets forth the programmatic elements of a transportation demand management program (the “*TDM Program*”) for the Proposed Development, as described more fully in this Proffer. The TDM Program, as implemented by the TDM Plan (defined below) is intended, to encourage the use of transit (Metrorail and bus), other high-occupant vehicle commuting modes, walking, biking and teleworking, all in order to reduce automobile trips generated by the residential and office uses constructed on the Property. In addition, the implementation of enhanced pedestrian and bicycle connections/facilities will provide safe and convenient access to nearby Metrorail and bus facilities thereby encouraging commuting options other than the automobile to residents, employees and visitors to the Property.

- A. Definitions. For purposes of this Proffer, “Stabilization” will be deemed to occur one (1) year following issuance of the last initial RUP or Non-RUP for the final new Building to be constructed on the Property with the Proposed Development.
- B. Transportation Demand Management Plan. The proffered elements of the TDM Program as set forth below will be more fully described in a transportation demand management plan (“*TDM Plan*”) which is to be submitted by the Applicant concurrently with the first site plan submission, and implemented by the Applicant, and subsequently, as appropriate, the MOA or HOA/COA/CA. It is the intent of this Proffer that the TDM Plan will adapt over time to respond to the changing transportation-related circumstances of the Property, the surrounding community and the region, as well as to technological and/or other improvements, all with the objective of meeting the trip reduction goals as set forth in these Proffers. Accordingly, modifications, revisions, and supplements to the TDM Plan may be approved by FCDOT and can be made without the need for a PCA provided that the TDM Plan continues to reflect the proffered elements of the TDM Program as set forth below.

- C. Trip Reduction Goals. The objective of the TDM Plan will be to reduce the number of weekday morning and evening peak hour vehicle trips generated by the residential and office uses (which will not include trips from hotel and retail uses) located within the Proposed Development through the use of mass transit, ridesharing and other strategies including but not limited to those outlined in the TDM Plan. The peak hour (“**Peak Hour**”) is defined as the peak hour of adjacent street traffic on Huntington Avenue and North Kings Highway on a typical weekday.
- i. Baseline. The baseline number of new weekday Peak Hour residential and office vehicle trips within the Property against which the TDM Goal (as defined in subparagraph C.ii. of this Proffer 29C (“**Baseline Trip Generation**”)) will be derived based upon the number of new residential units and new gross floor area for office uses using the trip generation rates/equations applicable to such residential and new office uses as set forth in the Institute of Transportation Engineers, Trip Generation, 10th Edition. For purposes of this calculation, the maximum number of dwelling units or the total gross square footage of office space proposed to be constructed in each building on the Property, as determined at the time of site plan approval for each building, will be applied to the calculation of the Baseline Trip Generation.
  - ii. TDM Goal. The TDM strategies will be utilized to reduce the Peak Hour vehicular trips by a minimum of forty-five percent (45%) for the residential and office uses (“**Maximum Trips After Reduction**”). If, through an amendment to the Comprehensive Plan, the Board should subsequently adopt a goal that would require a lower percentage of trip reductions than that committed to in this Proffer, then the Applicant may adjust its trip reduction goal accordingly without the requirement of a PCA.
- D. Process of Implementation. The TDM Program will be implemented as follows, provided that modifications, revisions, and supplements to the implementation process as set forth herein as coordinated with FCDOT can be made without requiring a PCA.
- i. TDM Program Manager. The Applicant will appoint and continuously employ, or cause to be employed, a TDM Program Manager (“**TPM**”) for the Proposed Development. If not previously appointed, the TPM will be appointed by no later than sixty (60) days after the issuance of the first RUP or Non-RUP for the first new Building to be constructed on the Property with the Proposed Development. The TPM duties may be part of other duties associated with the appointee. The Applicant will notify FCDOT in writing within ten (10) days of the appointment of the TPM. Thereafter the Applicant will do the same within ten (10) days of any change in such appointment.
  - ii. Annual Report and Budget. The TPM will prepare and submit to FCDOT an initial TDM Work Plan (“**TDMWP**”) and an annual budget for the TDM Program (“**Annual Budget**”) no later than one hundred eighty (180) days after issuance of the first RUP or Non-RUP for the new Multi-Family or office Building on the Property in the Proposed Development. Every calendar year after the first issuance of RUP or Non-RUP, and no later than May 15, the TPM will submit an annual report, based on a report template provided by FCDOT (the “**Annual Report**”), which may revise the Annual Budget in order to incorporate any new

construction or changed circumstances (including enhanced program elements) on the Property.

The Annual Report and the Annual Budget will be reviewed by FCDOT. If FCDOT has not responded with any comments within sixty (60) days after submission, then the Annual Report and the Annual Budget will be deemed approved and the program elements will be implemented. If FCDOT responds with comments on the Annual Report and the Annual Budget, then the TPM will meet with FCDOT staff within fifteen (15) days of receipt of the County's comments. Thereafter, but in any event, no later than thirty (30) days after such meeting, the TPM will submit such revisions to the program and/or budget as discussed and agreed to with FCDOT and begin implementation of the approved program and fund the approved Annual Budget.

- iii. **TDM Account.** The TPM will establish a separate interest bearing account with a bank or other financial institution qualified to do business in Virginia (the "**TDM Account**") within thirty (30) days after approval of the TDMWP and Annual Budget. All interest earned on the principal will remain in the TDM Account and will be used by the TPM for TDM purposes.

Funding of the TDM Account will be in accordance with the budget for the TDM Program elements to be implemented in a year's TDMWP. In no event will the Annual Budget exceed one hundred thousand and no/100 dollars (\$100,000.00); provided, however, that this amount will be adjusted annually from the date of rezoning approval for the Property (the "**Base Year**") and will be adjusted on each anniversary thereafter of the Base Year in accordance with this Proffer. The TPM will provide written documentation to FCDOT demonstrating the establishment of the TDM Account within ten (10) days of its establishment. The TDM Account will be replenished annually thereafter following the establishment of each year's Annual Budget. The TDM Account will be managed by the TPM.

- iv. **TDM Remedy Fund.** At the time of issuance of the first RUP or Non-RUP for the first new Building in the Proposed Development, the Applicant will create and fund a separate interest bearing account with a bank or other financial institution qualified to do business in Virginia (the "**TDM Remedy Fund**"). Funding of the TDM Remedy Fund will be made one time on a building by building basis at the rate of \$0.10 per gross square foot of net new residential uses and \$0.20 per gross square foot of office on the Property. Future funds will be provided by the Applicant prior to the issuance of the first initial RUP or Non-RUP for each applicable net new Building. This amount will be adjusted annually from the Base Year and will be adjusted on each anniversary thereafter of the Base Year as permitted by Va. Code Ann. Section 15.2-2303.3. Funds from the TDM Remedy Fund will be drawn upon only for purposes of immediate need for TDM funding and may be drawn on prior to any Annual Budget adjustments as may be required. The Applicant will transfer responsibility for administration of the TDM Remedy Fund to the TPM upon designation.
- v. **TDM Incentive Fund.** The Applicant will contribute the sum of \$0.02 per gross square foot of net new office or residential uses on the Property at the time of issuance of the first RUP or Non-RUP for each new building constructed (the

**“TDM Incentive Fund”**). The TDM Incentive Fund will be utilized to fund a multimodal incentive program for initial purchasers and/or lessees on the Property. In addition to providing transit incentives, such contributions may also be used for enhancing/providing multimodal facilities within and proximate to the Property.

- vi. **Monitoring.** The TPM will verify that the proffered trip reduction goals are being met through the completion of person surveys, vehicular traffic counts of residential and office uses and/or other such methods as may be reviewed and approved by FCDOT. The results of such Person Surveys and Vehicular Traffic Counts will be provided to FCDOT as part of the annual reporting process. Person surveys and vehicular traffic counts will be conducted for the Property beginning one year following issuance of the final initial RUP or Non-RUP for each new Multi-Family or office Building to be constructed on the Property. Person surveys will be conducted every three (3) years and vehicular traffic counts will be collected annually until the results of three consecutive annual traffic counts conducted upon or after Stabilization show that the applicable trip reduction goals for the Property have been met. Any time during which Person Survey response rates do not reach twenty percent (20%), FCDOT may request additional surveys be conducted the following year. At such time, and notwithstanding Paragraph H of this Proffer, person surveys and vehicular traffic counts will thereafter be provided every five (5) years; provided, however, that at any time prior to or after Stabilization, FCDOT may suspend vehicular traffic counts if conditions warrant.

E. **Remedies.**

- i. If the TDM Program monitoring, as evidenced by the vehicular traffic counts outlined above, reveals that the maximum trips after TDM reduction for the Property is exceeded as evidenced by the vehicular traffic counts outlined above, then the TPM will meet and coordinate with FCDOT to address, develop and implement such remedial measures as may be identified in the TDM Plan and annual TDMWP.
- ii. Such remedial measures will be funded by the TDM Remedy Fund, as may be necessary, and based on the expenditure program that follows:

<b>Maximum Trips Exceeded</b>	<b>Remedy Expenditure</b>
Up to 1%	No remedy needed
1.1% to 3%	3% of TDM Remedy Fund
3.1% to 6%	6% of TDM Remedy Fund
6.1% to 10%	10% of TDM Remedy Fund
Over 10%	15% of TDM Remedy Fund

- iii. There is no requirement to replenish the TDM Remedy Fund at any time. If the results of the vehicular traffic counts conducted on or after Stabilization show

that the trip reduction goals set forth above have been met across the Property for three (3) consecutive years, then any funds remaining in the TDM Remedy Fund will be transferred to the Applicant.

- F. Additional Trip Counts. If an Annual Report indicates that a change has occurred that is significant enough to reasonably call into question whether the applicable vehicle trip reduction goals are continuing to be met, then FCDOT may require the TPM to conduct additional vehicular traffic counts (pursuant to the methodology set forth in the TDM Plan) within ninety (90) days to determine whether in fact such objectives are being met. If any such vehicular traffic counts demonstrate that the applicable vehicle trip reduction goals are not being met, then the TPM will meet with FCDOT to review the TDM strategies in place and to develop modifications to the TDM Plan to address the surplus of trips.
- G. Review of Trip Reduction Goals. At any time, and concurrent with remedial actions as outlined in this Proffer, the Applicant may request that FCDOT review the vehicle trip reduction goals established for the Property and set a revised lower goal for the Property consistent with the results of such surveys and vehicular traffic counts provided for by this Proffer. In the event a revised lower goal is established for the Property, the Maximum Trips After Reduction will be revised accordingly for the subsequent review period without the need for a PCA.
- H. Continuing Implementation. The TPM will bear sole responsibility for continuing implementation of the TDM Program and compliance with this Proffer. The TPM will continue to administer the TDM Program in the ordinary course in accordance with this Proffer including submission of Annual Reports.
- I. Notice to Owners. Prior to closing, the Applicant initially and the MOA/COA/POA thereafter will notify any future owners on the Property of the TDM Program set forth in this Proffer.
- J. Enforcement. After written notification by FCDOT to the TPM of a failure to report, the TPM will have sixty (60) days within which to cure such violation. If after such sixty (60) day period the TPM has not submitted the delinquent report, then the applicant will be subject to a penalty of seventy-five and 00/100 dollars (\$75.00) per day not to exceed twenty-seven thousand three hundred seventy-five and 00/100 dollars (\$27,375) for any one incident. Such penalty will be payable to Fairfax County.

## **PEDESTRIAN AND BICYCLE IMPROVEMENTS**

### **31. Pedestrian Improvements.**

- A. Pedestrian Access to Huntington Metrorail Station at the Northern Metrorail Entrance. The Applicant will diligently pursue and reach an agreement with WMATA to permit construction and use of both interim and permanent pedestrian access from the Property to the Huntington Metrorail Station. Such an agreement may include shared maintenance costs and other items as the Applicant and WMATA may deem necessary and appropriate, will be on terms mutually acceptable to both the Applicant and WMATA, and may occur after the approval of this Application. The Applicant will use commercially-reasonable and good-faith efforts to obtain the agreement with WMATA to permit pedestrian improvements on the WMATA Parcel, provided that WMATA does

not agree, then the Applicant will (z) contribute funds as set forth below to the Board of Supervisors for use by others to construct offsite pedestrian improvements, and (y) be relieved from any further obligations under this Proffer for offsite improvements. For purposes of these Proffers, “commercially-reasonable and good-faith efforts” means the Applicant has (i) made two (2) written requests (sent certified mail, return-receipt requested), no sooner than sixty (60) days apart, to WMATA, and (ii) notified the Mount Vernon District Supervisor’s office of the Applicant’s requests to WMATA, and the Applicant thereafter has received either no response from WMATA within six (6) months after the second written notice or a denial by WMATA of the Applicant’s request. Provision of this pedestrian connection does not preclude other, similar connections between the Property and the WMATA Parcel.

- i. Prior to issuance of the first RUP for the Multi-Family Building to be constructed on Block E, the Applicant will construct an interim, at-grade pedestrian asphalt trail from the sidewalk abutting Block E on Road D to the abutting WMATA property line, generally as shown on Sheets C-21 and C-22 of the CDP (the “**Interim Onsite WMATA Pathway**”). The Applicant will construct the Interim Onsite WMATA Pathway to a minimum eight (8) feet in width, provided that the Applicant may reduce the width as necessary (but in no event less than five (5) feet) to preserve existing trees and/or avoid the need to install retaining walls. The Applicant will provide details for the Interim Onsite WMATA Pathway as part of its FDP for Block E. Notwithstanding the foregoing, the Applicant may close or limit use of the Interim Onsite WMATA Pathway during or to facilitate construction of Block G and, in such instance, will provide directional signage directing pedestrians to use Huntington Avenue to access to the Metro station.
- ii. As part of site plan approval for the Multi-Family Building in Block E, the Applicant will use commercially-reasonable, good faith efforts to obtain permission from WMATA to establish an at-grade pedestrian asphalt trail from the Interim Onsite WMATA Pathway to connect to the existing sidewalk on the WMATA parcel, generally as shown on Sheets C-21 and C-22 of the CDP (the “**Offsite WMATA Pathway**”). The Applicant will design and, if approved by WMATA at no additional cost to the Applicant (other than direct construction costs), construct the Offsite WMATA Pathway to a minimum eight feet (8’) in width, provided that the Applicant may reduce the width as necessary (but in no event less than five (5) feet) to preserve existing trees and/or avoid the need to install retaining walls. If WMATA approves installation of the Offsite WMATA Pathway, the Applicant will construct the connection no later than twelve (12) months following issuance of all construction permits by WMATA and all other regulatory agencies having jurisdiction over the WMATA Parcel (which are or may be different from SDID).
- iii. As part of site plan approval for Building G2, the Applicant will use commercially-reasonable, good faith efforts to obtain permission from WMATA to establish a permanent pedestrian sidewalk eight-foot (8’) wide and approximately eighteen-foot (18’) long from the Grand Allee adjacent to Block G to the existing pavement adjacent to the Huntington Metro Station, with retaining walls located on both sides of the sidewalk as necessary, generally as shown on Sheet C-24 of the CDP (the “**WMATA Connection**”). The Applicant also will prepare a cost estimate for design and construction of the WMATA Connection, inclusive of all connection, review and engineering fees that may be levied by

WMATA to permit the WMATA Connection, and submit the same to FCDOT and SDID for review and comment (the “**WMATA Connection Cost**”). In the event WMATA approves the WMATA Connection, the Applicant will construct the connection no later than the later of (a) issuance of the first RUP or Non-RUP for Building G-2 or (b) twelve (12) months following issuance of all construction permits by WMATA and all other regulatory agencies having jurisdiction over the WMATA property (which are or may be different from SDID).

- iv. In the event WMATA disapproves the Applicant’s plans for the WMATA Connection despite its commercially-reasonable, good faith efforts, then, prior to final bond release for Building G-2, the Applicant will contribute to the Board of Supervisors an amount equal to the WMATA Connection cost to be used by the Board to construct pedestrian improvements serving the Property, with preference to establishment of the WMATA Connection or a similar improvement, after which the Applicant is released from all responsibility for constructing the WMATA Connection on the WMATA parcel as described in this Proffer.

- B. Crosswalks. Subject to VDOT approval, the Applicant will construct crosswalks across Huntington Avenue and North Kings Highway as shown on Sheets C-14 and C-14A-C of the CDP. The Applicant will provide the crosswalks on the northern portion of North Kings Highway as part of the construction of Road B at its intersection with North Kings Highway. The Applicant will provide the crosswalks on the southern section of North Kings Highway at Road C as part of its construction of Road C at its intersection with North Kings Highway. Prior the issuance of the first RUP for Block B, the Applicant will provide crosswalks on Huntington Avenue, as shown on the CDP.
- C. Mid-Block Crosswalks. Except for the mid-block crosswalk of North Kings Highway at Road B, the Applicant will show on the public improvement plan or site plan (as applicable) for each street in the Proposed Development (other than Huntington Avenue and North Kings Highway) the mid-block crosswalks as shown on the CDP and thereafter install all mid-block crosswalks with construction of those streets. For the proposed mid-block crosswalk of North Kings Highway at Road B, the Applicant will submit a crosswalk study for review and approval by VDOT and, if approved, install the crosswalk as part of the Applicant’s construction of Road B at its intersection with North Kings Highway. The Applicant will provide improvements and/or treatments for any such mid-block crosswalk as reasonably necessary to obtain VDOT approval.

32. Bicycle Facilities.

- A. Storage Facilities. The Applicant will provide bicycle racks, lockers and storage areas throughout the Property, the specific locations of which will be determined at the time of FDP approval. The total number of bicycle parking/storage spaces for each new building and for amenity areas will be determined prior to site plan approval, in consultation with the FCDOT Bicycle Coordinator and as generally specified in the County’s Bicycle Parking Guidelines. Secure bicycle parking and/or storage must be installed prior to the first RUP or Non-RUP for the applicable building, as shown on an approved site plan, or as modified by the Applicant in consultation with FCDOT.
- B. Dedicated Bicycle Lane. Subject to VDOT approval, prior to the first RUP for Block A or Block B, whichever Block is developed later, the Applicant will construct a bicycle lane on Huntington Avenue as shown on Sheet C-14 of the CDP. Subject to FCDOT

approval, the Applicant may modify this dedicated bicycle lane without the need for a PCA.

## **PARKS AND RECREATIONAL FACILITIES**

33. Publicly Accessible Parks and Recreational Facilities. The Applicant will provide publicly-accessible, at-grade, open space areas in conformance with the concepts, locations and approximate acreages depicted on the CDP and as further described in these Proffers. Notwithstanding the open space tabulations provided on Sheets L-4.0 through L-7.0 of the CDP, the Applicant will provide a minimum of forty percent (40%) as open space on the Property. Details concerning the proposed improvements for the park spaces will be included on each FDP and site plan for the respective parks and will be coordinated with the FCPA, provided that such areas and the elements described below may be adjusted/modified at the time of site plan approval to allow for final engineering and design considerations, as determined by the Zoning Administrator. As part of site plan approval for each publicly-accessible park, the Applicant either (a) dedicate such park to Fairfax County or other designated County agency, as applicable, or (b) record a public access easement providing that each such park will, at a minimum, be open to the general public from 6:00 AM to 11:00 PM (or, for parks or trails providing direct access to the WMATA Parcel, while Metro operations remain open) (the “*Hours of Operation*,” as applicable) and lit prior to sunrise and after sunset if during the Hours of Operation, provided that the Applicant reserves the right to: (i) establish reasonable rules and regulations governing the use of the publicly-accessible parks, (ii) temporarily limit access to the parks for reasonable periods of time for purposes of construction and/or maintenance, and (iii) temporarily limit access to the parks as may be necessary to host programmed events for residents of the Proposed Development and/or the local community. The Proposed Development includes the following distinct urban park spaces:

- A. Esplanade. The Applicant will install an approximately 14,271 square foot publicly-accessible park, to include a linear civic park and linear civic plaza, as generally depicted on Sheets L-11.0 and L-12.0 of the CDP (the “*Esplanade*”). The Esplanade will include features for passive recreation including, but not limited to, decorative hardscape/pavers, landscape areas, gateway monuments, outdoor furniture, benches/seating areas, lighting, and similar amenities as conceptually shown on Sheets L-11.0 and L-12.0 of the CDP. The final design and features/amenities of the Esplanade will be determined at the time of the FDP. Following FDP approval, the Applicant may adjust the type and location of vegetation, the design of the open spaces, and the features/amenities comprising the Esplanade as approved by the Zoning Administrator, FCPA, and UFMD, provided the character and quality of the Esplanade is consistent with Sheets L-11.0 and L-12.0 of the CDP and the subsequent FDP. The Applicant will install the Residential Zone portion of the Esplanade prior to the issuance of the final RUP for Units 1 – 8 on Block A. The Applicant will install the Commercial Zone portion of the Esplanade prior to the issuance of the first RUP or Non-RUP for Building B.
- B. Gateway Park. The Applicant will install an approximately 13,330 square foot publicly-accessible park, to include a common green, as generally depicted on Sheet L-13.0 of the CDP (the “*Gateway Park*”). The Gateway Park will include features for active and/or passive recreation such as, but not limited to, lawn areas, terraced sitting walls, climbing structures, a shade trellis, decorative hardscape/pavers and landscape areas, outdoor furniture, benches/seating areas, and similar amenities as conceptually shown on Sheet L-13.0 of the CDP. In addition to the foregoing, the Applicant will explore the possibility of installing a small pet relief area and/or a waste bag station in Gateway Park or elsewhere in Land Bay A. The final design and features/amenities of the Gateway Park will be determined at the time of the FDP. Following FDP approval, the Applicant may

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ACTION - 2

Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC

ISSUE:

Adoption of a resolution (Attachment 1) authorizing the County Executive to execute an agreement extending the term of Comcast's cable franchise through June 30, 2023 (Attachment 2).

RECOMMENDATION:

The County Executive recommends that the Board authorize the County to enter into an agreement with Comcast extending the term of Comcast's cable franchise without change in the terms and conditions of the franchise.

TIMING:

Board action is requested on December 6, 2022. The Comcast cable franchise must be extended prior to its scheduled expiration on December 31, 2022.

BACKGROUND:

Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the local franchising authority regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

Comcast and County staff are currently engaged in discussions regarding renewal of the Franchise, which covers only the vicinity of Reston. A renewal agreement has not yet been reached. A limited extension of the term through June 30, 2023, will maintain the parties' existing rights and obligations while they seek to develop a renewal agreement. Comcast and the Board previously extended the original term of the franchise through December 31, 2022.

EQUITY IMPACT:

This action supports digital access and literacy, a One Fairfax area of focus, as the continued operation of Comcast's cable communications system offers information and entertainment to all County residents in the Reston franchise area.

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These communications capabilities serve two of the County's strategic outcome areas: lifelong education and learning, and cultural and recreational opportunities. In particular, the provision of public, educational, and governmental access channels on the cable system gives individual residents and groups a voice that can be heard throughout the County, as well as access to telecourses and other learning programs. Fairfax County Government Channel 16 also serves the goal of effective and efficient government by making the County government's activities transparent and accessible to County residents.

The recommended action maintains the current benefits of the Comcast franchise without regard to potentially discriminatory factors. The current franchise requires that service be offered to all Reston residents. Thus, the cable franchise helps advance the goal of equal opportunities for all residents.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1 – Proposed resolution  
Attachment 2 – Proposed agreement with Comcast

STAFF:  
Ellicia Seard-McCormick, Deputy County Executive  
Rebecca L. Makely, Director, Department of Cable and Consumer Services (DCCS)  
Frederick E. Ellrod III, Division Director, DCCS

ASSIGNED COUNSEL:  
Joanna L. Faust, Assistant County Attorney

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A LETTER  
AGREEMENT WITH COMCAST OF VIRGINIA, LLC**

At a regular meeting of the Fairfax County Board of Supervisors ("Board of Supervisors") on December 6, 2022, at which a quorum was present and voting, the following resolution was adopted in public session.

**WHEREAS:**

1. Section 2(c) of the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2(g) as July 1, 2005; and
2. By agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and
3. By agreement dated December 9, 2020, the term of the Franchise was extended through December 31, 2021; and
4. By agreement dated December 10, 2021, the term of the Franchise was extended through December 31, 2022; and
5. No renewal agreement has been reached and the parties are continuing to pursue the renewal procedures set forth in 47 U.S.C. § 546;

**NOW, THEREFORE,** be it resolved by the Board of Supervisors that the County Executive is authorized to sign the attached agreement, in which the parties agree to extend the term of the Franchise Agreement through June 30, 2023.

GIVEN under my hand this 6th day of December, 2022.

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

**AGREEMENT EXTENDING  
THE TERM OF THE CABLE FRANCHISE GRANTED TO  
COMCAST OF VIRGINIA, LLC**

This Agreement is made this \_\_\_\_\_ day of December 2022, by and between the County of Fairfax, Virginia (hereinafter the “County”), and Comcast of Virginia, LLC (hereinafter “Comcast”).

WHEREAS, the County has granted a franchise (“Franchise”) to Comcast pursuant to the Cable Franchise Agreement between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 (“Franchise Agreement”), and Chapter 9.2 of the County Code, as amended, collectively referred to as the “Franchise Documents”; and

WHEREAS, by agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and

WHEREAS, by agreement dated December 9, 2020, the term of the Franchise was extended through December 31, 2021; and

WHEREAS, by agreement dated December 10, 2021, the term of the Franchise was extended through December 31, 2022; and

WHEREAS, Comcast initiated the franchise renewal process consistent with Section 626 of the Communications Act of 1984, as amended (“Cable Act”) via letter to the County dated August 8, 2017; and

WHEREAS, the County and Comcast are currently engaged in discussions regarding renewal of the Franchise; and

WHEREAS, the County and Comcast each desire to enter into an amendment extending

the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through June 30, 2023 (the “extension period”).

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Comcast a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the day first above written.

County of Fairfax, Virginia

By \_\_\_\_\_  
Bryan J. Hill  
County Executive

Comcast of Virginia, LLC

By \_\_\_\_\_  
Misty Allen  
VP Government & Regulatory Affairs

ACTION – 3

Authorization of Phase II Design and Construction Agreement Between the Fairfax County Board of Supervisors and the City of Fairfax Regarding the Joint Redevelopment of the Willard Health Center Campus and the Sherwood Community Center

ISSUE:

The Board of Supervisors' (Board) authorization for the County Executive to execute a Phase II Design and Construction Agreement (Agreement) with the City of Fairfax (City), substantially in the form of Attachment 1, to support the joint redevelopment of the Joseph Willard Health Center (Willard Center) site located at 3750 Old Lee Highway, City of Fairfax (Tax Map No. 57-2-02-172) and portions of the City's Stacy C. Sherwood Community Center Complex with a new multi-agency facility with shared parking.

RECOMMENDATION:

The County Executive recommends Board approval of the Agreement, as the next step in the redevelopment of the Willard Center, in order to establish the framework to jointly fund and proceed with the Phase II design and construction. The Agreement will be executed after City of Fairfax Council approval, which is anticipated to occur at its December 6, 2022, meeting.

TIMING:

Board action is requested on December 6, 2022, to facilitate the development timeline.

BACKGROUND:

The Board owns and operates the Willard Center located at 3750 Old Lee Highway in the City of Fairfax (Tax Map No. 57-2-02-172). The Willard Center property is approximately 2.5 acres. The current facility, which was built in 1954, totals approximately 30,000 square feet with 67 surface parking spaces. The Willard Center is a licensed facility that offers medical, nursing, dental, pharmacy, speech and hearing, and X-ray services. It also houses the Fairfax County Health Department Vital Records and their Central Reproduction area. The Willard Center serves as one of four locations that offer the Infant and Toddler Connection (ITC) program and one of nine that offer the Women, Infants and Children (WIC) program. Due to its central location, the Willard Center is a designated Continuity of Operations site for the Health Department.

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Redevelopment is needed to replace aging building systems and infrastructure, as well as to meet current and future operational needs of health and human services at the Willard Center. This project is included in FY 2023-FY 2027 Adopted Capital Improvement Program (With Future Fiscal Years to 2032).

The City Complex, located to the north of the Willard Center on property owned by the City, contains the Sherwood Community Center, the City Police Department Headquarters, and Van Dyck Park. The City had identified the Sherwood Center and Van Dyck Park sites to locate additional programs for a centrally located new City community center to address the recreational needs of the community, based on their Green Acres Feasibility Study.

On August 17, 2017, a Letter of Agreement was executed between the County and the City to explore the potential for a joint redevelopment of the Willard Center and portions of the City Complex. The agreement authorized a conceptual master plan study to accommodate both County and City programs as well as associated parking. The study was completed with participation of representatives from the Health Department and Human Services agencies, Office for Children, Department of Public Works and Environmental Services (DPWES), Department of Economic Initiatives, and the City. The concept option of a single combined facility located on the Willard Center site with a potential parking structure was chosen for further consideration. (The redeveloped parking may include changes to the parking that currently serves the County's Joanne Jorgenson Laboratory.)

On January 31, 2019, a second Letter of Agreement was executed to further refine the preferred concept by developing floor plans for the combined facility to include both County and City programs on the Willard Center site with options for below-grade and above-grade parking.

On January 26, 2021, the Board passed a Resolution indicating the County's commitment to working with the City to finalize the scope of the joint redevelopment project. The resolution directed County staff to work with City staff to finalize the project scope of work, budget and timeline for completion of the project, identify appropriate funding, and prepare a joint development agreement or equivalent, in order to proceed with the project.

On May 18, 2021, the Board approved a form of Phase I Design Development Agreement with the City, to allow staff to jointly select an Architectural/Engineering (A/E) consulting firm and begin work on the project design. In furtherance of that Agreement, City and County staff completed selection of A/E firm, prepared Phase I Scope of Services, and completed contract negotiations with the A/E. The A/E firm has completed programming, concept options with associated structured parking, building

layout options, and rough order-of-magnitude cost estimates. County and City staff has prepared a project budget range, an estimated overall project timeline, and negotiated the ownership aspects for the overall joint redevelopment project.

The Phase II Design and Construction Agreement will provide for:

- Preparation of Phase II Scope of Services, and contract negotiations with the A/E
- Selection of Construction Manager at Risk (CMAR)
- Completion of the project design phase including Schematic Design, Design Development, and Construction Documents
- Completion of the entitlement process including zoning and permit approvals
- Negotiation of Guaranteed Maximum Price (GMP) with CMAR and finalization of construction contract
- Finalization of the project schedule, budget and cost share between County and City
- Finalization of ground lease and operational and maintenance agreements between County and City
- Completion of the construction of the joint facility

EQUITY IMPACT:

This joint development project will provide access to a variety of health and wellness-related services, to residents of all age groups, in a central location within Fairfax County and the City of Fairfax. The existing Willard Center medical, nursing, speech and hearing, dental, WIC and ITC programs deliver essential services including immunizations, testing, nutrition, maternity services, early intervention, and screening services to residents of low-income levels. The addition of the County's early childhood education program will address the need for childcare and a head start on education identified in the area, available to both County and City residents. Co-location of the City's senior center, gymnasium and fitness facility will further provide access to wellness and recreational opportunities in this area.

The project is undergoing extensive community engagement and outreach with County and City residents and stakeholders, including minority groups, multi-lingual communities, faith alliance communities, as well as historically under-represented groups.

FISCAL IMPACT:

This action will enable the County to enter into the Agreement with the City to jointly fund the Phase II design development and construction. The current Total Project Estimate is in the range of \$115,720,000 to \$123,820,000, which includes costs for the full design and construction of the facility. While some costs will be borne solely by one

Board Agenda Item  
December 6, 2022

party, the majority of costs will be divided based on pro rata use of program space, currently estimated at 58% County, 42% City. DPWES will continue to refine costs as the design gets further developed, incorporating strategies to reduce cost impact. Construction costs will be finalized once the GMP is negotiated with the CMAR. Funding in the amount of \$58,000,000 for the County's portion of the total joint development has been approved in the 2020 Health and Human Services Bond Referendum. As the current projected County share exceeds approved funding, DPWES will continue to coordinate with the Department of Management and Budget as additional funding needs are further refined.

ENCLOSED DOCUMENTS:

Attachment 1 – Joint Willard/Sherwood Redevelopment Phase II Design and Construction Agreement

STAFF:

Rachel Flynn, Deputy County Executive  
Chris Leonard, Deputy County Executive  
Christina Jackson, Chief Financial Officer  
Christopher Herrington, Director, Department of Public Works and Environmental Services, (DPWES)  
Carey F. Needham, Deputy Director, DPWES, Capital Facilities  
Tiya Raju, Director, DPWES, Building Design and Construction Division (BDCD)  
Vrushali Oak, Chief, DPWES, BDCD, Building Design Branch

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney  
Susan Timoner, Assistant County Attorney

**JOINT WILLARD/SHERWOOD REDEVELOPMENT  
PHASE II DESIGN AND CONSTRUCTION AGREEMENT**

**THIS PHASE II DESIGN AND CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Agreement Date”), by the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting in its proprietary capacity and not in its governmental or regulatory capacity (the “County”) and the **CITY OF FAIRFAX, VIRGINIA**, a Virginia municipal corporation (the “City”). The County and the City may each be referred to in this Agreement as a “Party,” and collectively as the “Parties.”

**RECITALS**

- R-1 The County owns approximately 2.5311 acres of land at 3750 Old Lee Highway, Fairfax Virginia 22030, more particularly identified as City Tax Map No. 57-2-02-172 (the “Property”), on a portion of which is located the Joseph Willard Health Center (the “Willard Center”). The Property is further described on the attached Exhibit A.
- R-2 The City owns approximately 14 acres of land at 3730 Old Lee Highway, Fairfax Virginia 22030, more particularly identified as City Tax Map No. 57-2-02-175A, on a portion of which is located the Stacy C. Sherwood Community Center (the “Sherwood Center”). The City property is further described on the attached Exhibit A.
- R-3 The County and the City entered into a Phase I Design Development Agreement dated May 18, 2021 (the “Phase I Agreement”), under which they begin the work necessary to jointly develop a combined facility (the “Building”) including the Willard Center and the Sherwood Center on the County-owned Willard Center site (the “Project”).
- R-4 Under the terms of the Phase I Agreement, the County and Grimm + Parker Architects entered into a Standard Fairfax County Agreement Between Owner and Architect dated December 8, 2021 (the “Architect Agreement”).
- R-5 The Parties desire to enter into this Agreement to continue moving forward with the Project.

In consideration of the mutual promises in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following:

**Article I  
Design and Construction Schedule;  
Preliminary Budget**

**Section 1.1 Design and Construction Schedule.**

- (a) The Parties have prepared a design and construction schedule (the “Development Schedule”), which is attached as Exhibit B. The dates on the Development Schedule are

best estimates as of the Agreement Date and the Parties acknowledge that the dates are subject to change throughout the Project.

- (b) The Schedule will be updated periodically based on the best available information at each of the schedule milestones.

## **Section 1.2 Budget.**

- (a) Attached as Exhibit C is the preliminary budget for the Project (the “Preliminary Budget”) setting forth estimated costs, as of the Agreement Date, based on the Total Project Estimate (TPE), including all soft and hard costs and contingencies based on the construction cost estimate at the end of Concept Design Phase. The Preliminary Budget includes budgets for three redevelopment options. The Parties will make a final decision on the Project design as described in Section 2.1 below. The Preliminary Budget will be updated periodically based on the best available cost information at each of the schedule milestones. The updates will be in the form of the TPE.
- (b) For Budget line items that are to be a shared responsibility of the County and the City, the Budget will show the percentage for which each Party is responsible, based upon an independent cost estimate, and as set forth more fully in (c) – (j) below. Each Party is responsible for its own project management fees.
- (c) Capital costs for dedicated City and County program spaces (including corridors and hallways within the specific program areas) will be calculated and paid by the respective Party. Costs for shared spaces (e.g., lobby/entrance area, shared utility space for communications, electrical, plumbing, mechanical, janitorial, common corridors) will be divided based on the pro rata share of Building square footage occupied by each Party (the “Parties’ Pro Rata Share”). The current estimated Parties’ Pro Rata Share is 58% County, 42% City. The Parties will amend this Agreement to update the Parties’ Pro Rata Share if necessary.
- (d) Site costs (e.g. outdoor playgrounds for children’s programs and recreational space for senior center) associated with a particular City or County program will be paid by the respective Party. Costs for shared spaces will be divided based on percentage use by the City and County programs. General site improvements will be divided based on the Parties’ Pro Rata Share.
- (e) Parking costs will be determined by an average cost per space and will be divided based on the calculated parking spaces required for each Party’s use. The cost of any remaining spaces will be divided based upon the Parties’ Pro Rata Share.
- (f) Utility costs for new service to the Building and site lighting will be divided based on the Parties’ Pro Rata Share.
- (g) Equipment costs and FF&E costs associated with a particular City or County program will be paid by the respective Party. Costs for equipment and FF&E in common areas will be divided based on the Parties’ Pro Rata Share.

- (h) Soft costs for overall Project work, including studies, designs, title work, due diligence reports, plan review, inspection fees, and preconstruction costs will be divided based on the Parties' Pro Rata Share. Licensure costs associated with a particular City or County program will be paid by the respective Party.
- (i) Costs for relocating and temporarily housing existing programs will be borne by the Party responsible for the program and will not be shared.
- (j) Demolition of the Willard Center will be divided based on the Parties' Pro Rata Share.
- (k) The City will be solely responsible for all costs associated with construction work done to the Sherwood Center.

**Section 1.3 Funding.** The funding for the Project will be divided into (i) funding for the costs associated with the design phase and (ii) funding for construction costs. The Parties' contributions for the design and construction are described in Articles II and III below.

## **Article II Design Phase**

**Section 2.1 Preliminary Design Phase.** Pursuant to the Architect's Agreement, the Phase I design work (as more fully described in the Architect's Agreement) has been completed. Between the Agreement Date and the execution of an amendment to the Architect's Agreement as described in Section 2.2(b), the Parties will agree on a conceptual design for the Project.

### **Section 2.2 Continued Design Work.**

- (a) The County will negotiate with Grimm + Parker for the fee associated with the Phase II design work (as more fully described in the Architect's Agreement). Such negotiations will include input from, and agreement by, the City.
- (b) This Agreement may be terminated by either Party prior to the County entering into an amendment to the Architect's Agreement (or a new architect's agreement) for the Phase II design work. If the Agreement is terminated under this Section 2.2, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

**Section 2.3 Design Funding.** If this Agreement is not terminated under Section 2.2(b) above, the County will enter into the amendment to the Architect's Agreement (or a new architect's agreement) for the Phase II design work with the Phase II A/E fee as agreed to by the City. The Parties will split the Phase II A/E fee based on the Parties' Pro Rata Share. The City will pay its portion of the Phase II A/E fee in a lump sum payment to the County upon full execution of the amendment. In addition, each Party will allocate an additional amount equal to 8% of its portion of the Phase II A/E Fee as contingency for any future necessary amendments to the Architect's Agreement which result in additional design costs or fees.

## **Section 2.4 Additional Design Phases.**

- (a) Schematic Design Phase. For a period of approximately six months after selection of a Project design (the “Schematic Design Phase”), the architect will prepare the Project schematic design and the construction budget. Upon completion of both the schematic design and construction budget, the County will provide notice to the City of either (i) its election to terminate the Agreement or (ii) its intent to send to the architect the Notice to Proceed to Design Development Phase. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, the County will send the Notice to Proceed to Design Development Phase to the architect.
- (b) Design Development Phase. For a period of approximately seven months after completion of the Schematic Design Phase (the “Design Development Phase”), the architect will prepare the Project design development documents and continue to refine the construction budget. Upon receipt of the design development submission and construction budget, the County will perform a Value Engineering (VE) study of the Project, pursuant to the Board of Supervisors’ approved policy for Value Engineering of Capital Projects. The recommendations from the VE study will be provided to the City for review. Based on consensus from both Parties, the County will prepare a recommendation of the VE strategies to be incorporated into the Project, for approval by the Director of the Fairfax County Department of Public Works and Environmental Services. Upon approval of the VE recommendations, the County will provide notice to the City of either (i) its election to terminate the Agreement or (ii) its intent to send to the architect the Notice to Proceed to Construction Documents Phase. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, the County will send the Notice to Proceed to Construction Documents Phase to the architect.
- (c) Zoning Approvals. The County will be responsible for seeking all necessary zoning approvals and building and site plan approvals. If the Project does not receive all necessary approvals, then the County may elect to terminate this Agreement upon any such denial.
- (d) Construction Documents Phase. For a period of approximately seven months after completion of the Design Development Phase (the “Construction Documents Phase”), the architect will prepare Project construction documents and finalize the construction budget. During this phase, the County will seek zoning approval, site plan review, and building permit approvals. Upon completion of the construction documents and construction budget, the Parties will seek a Guaranteed Maximum Price (“GMP”) from the Construction Manager at Risk (“CMAR”). Upon completion of the GMP negotiations, the County will provide notice to the City of either (i) its election to terminate the Agreement, (ii) its intent to award the Construction Contract to the CMAR, or (iii) its intent to release a new RFP for a bid/build contractor. The City will have 10 days from receipt of such notice to elect to terminate the Agreement. If neither Party elects to terminate the Agreement, based on consensus from both Parties, the County will (i) award contract to the CMAR or (ii) issue a new RFP.

- (e) If this Agreement is terminated under any subsection of Section 2.4, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

**Section 2.5** A termination of this Agreement by the City under Article II does not preclude the County from redeveloping the Property without inclusion of the City.

**Section 2.6** The City is performing a concurrent evaluation of a performing arts space. The inclusion of a performing arts space in the Project will require the consent of the County. If the performing arts space is limited to an expansion of the Sherwood Center, then the County's consent will not be unreasonably withheld, provided the additional work does not impact the Project schedule. If the City desires to add the performing arts space to the Building, then the County's consent will be at its sole discretion. All design and construction costs associated with a performing arts space, if added to the Project, will be the sole responsibility of the City.

### **Article III Construction Phase**

**Section 3.1 Use of Construction Manager At Risk.** Both Parties have approved the possible use of a construction manager at risk ("CMAR") contract with a guaranteed maximum price ("GMP") for the construction of the Project. In addition, the Project will be subject to prevailing wage rates and may be subject to a project labor agreement.

**Section 3.2 Selection of the Construction Manager At Risk.**

- (a) Request for Qualifications. The County is responsible for the procurement and recommendation of, and coordination, administration, monitoring, and management of, a CMAR for the Project, with input from the City, as set forth below. The County issued a Request for Qualification dated April 8, 2022 (the "RFQ") for the CMAR.
- (b) Selection Advisory Committee. The County established a selection advisory committee (the "SAC") to evaluate the RFQ submissions. The SAC includes representatives from both the County and the City. The SAC will perform the following functions:
- (1) Review and evaluate all RFQ submissions;
  - (2) Determine those submissions to receive a Request for Proposal ("RFP");
  - (3) Prepare RFP evaluation criteria;
  - (4) Review and evaluate all RFP submissions and conduct interviews;
  - (5) Recommend selection of CMAR firm for the Project.
- (c) Contract Award. Upon completion of the SAC recommendation, the County shall establish a Negotiation Advisory Committee and negotiate and award the CMAR contract. If the County cannot reach an agreement for a CMAR, the Parties may agree to release a new RFP for a bid/build contractor, or either Party may elect to terminate this Agreement. If the Agreement is terminated under this Section 3.2, the Parties will be relieved from all further obligations under this Agreement but will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

**Section 3.3 Construction Funding.** . The total cost of construction will be determined during negotiation of the GMP. The Parties will be responsible for their share of the construction costs as described in Section 1.2. The Parties’ payment of their share of the construction costs will be subject to appropriation and bond sale timelines.

**Section 3.4 True Up.** After completion of the construction and final payment of all invoices, but no later than one year after substantial completion of the Project, the County will determine the final actual Total Project Costs and the Parties will make payments or refunds as necessary.

## **Article IV Ownership And Use**

**Section 4.1 Ownership.** The County owns the Property on which the Project will be built. The County will own the Building, the related parking on the Property, and all other improvements located on the Property. The City will own the furniture and fixtures located within its leased portions of the Building, as will be more detailed in the Lease Agreement.

**Section 4.2 Lease.** In a lease agreement that the Parties agree to negotiate in good faith, the County will grant to the City a long-term leasehold interest (the “Lease Agreement”) in those portions of the Building and Property that will contain City programming as well as common area. The Lease Agreement will include customary and reasonable terms, including provisions addressing the following:

- (a) Term: A lease term of approximately 99 years with automatic renewals
- (b) Rent: Annual rent in the amount of \$1.
- (c) Programming: Agreed building usage, including acceptable programming; subleases; hours of operation; express written consent for any material programming changes; emergency usage; signage and naming rights; major events
- (d) Building modifications; common areas

**Section 4.3 Easements.** The Parties agree to grant reciprocal easements as may be necessary to permit each Party to use that portion of the road providing access to the Building across the Property and the adjacent City-owned property.

## **Article V Project Management and Operations**

**Section 5.1 Operation and Maintenance.** No later than completion of the Project, the Parties will enter into an Operations and Maintenance Agreement (the “O&M Agreement”) for the shared use of the Building. The Parties anticipate the O&M Agreement will include the following terms:

- (a) Procedures for sharing and allocating rights to use common spaces and other facilities, including the allocation and reservation of designated parking, if any, and the designation of, and an explanation of rights in respect of, any joint or shared parking areas.

- (b) The manner of allocating the Parties' respective shares of security, maintenance, and repair cost of common areas, including infrastructure and landscaping.
- (c) The general parameters of the relationship between the Parties with respect to any shared spaces.
- (d) The financial obligations of each Party and the procedures with regard to future capital costs

**Section 5.2 Building Maintenance.** Pending approval by the various county agencies that will be using the County portion of the Building, the Parties anticipate that the City will perform general day-to-day preventative, corrective, and routine Building and grounds maintenance, as well as custodial services, all of which will be described further in the O&M Agreement. Costs will be divided based on the Parties' Pro Rata Share, with the County invoiced monthly. Maintenance of any specialty equipment used by a Party (e.g., dental equipment, gym/fitness equipment, etc.) will be the responsibility of that Party.

## **Article VI Administrative Committee**

**Section 6.1** Prior to the opening of the Building, the Parties will create an Administrative Committee made up of representatives from the City (DPW, DP&R, CFO) and the County (FMD, HD, OFC, DMB). The purpose of this committee will be to lead the coordination efforts of the Parties regarding Building operations.

## **Article VII Agreement Term**

**Section 7.1 Term.** This Agreement is effective as of the Agreement Date and will remain in effect until the earliest to occur of: (a) the termination of this Agreement by either Party; or (b) the date upon which the Lease Agreement and O&M Agreement have been entered into by the Parties.

**Section 7.2 Termination.** As set forth in Article II and III and at any point prior to entering into a construction contract for the Project, either Party may withdraw from this Agreement upon 30 days written notice to the other Party. If this Agreement is terminated, the Parties will remain obligated for any costs incurred prior to such termination, pursuant to the terms of this Agreement.

**Section 7.3** A decision by either Party to not continue with the Project does not preclude either Party from separately redeveloping its property.

## **Article VIII Force Majeure**

**Section 8.1 Force Majeure.** "Force Majeure Delays" means delays in either Party's performance of its obligations under this Agreement due to acts of God or of a public enemy; acts of terrorism; unusual or extraordinary governmental delays beyond those typically anticipated for

any approval or permitting process (and in such event, only such unusual or extraordinary additional time shall constitute a Force Majeure Delay), provided that in each case the responsible Party proceeds with all reasonable due diligence to afford the government the opportunity to process approvals and permits in a timely and efficient manner; freight embargoes; inability to obtain supplies or materials or reasonably acceptable substitute supplies or materials (other than due to price) despite reasonable diligence; unusually severe weather; archeological finds on the Property or any portion thereof; unforeseen soil or environmental conditions on the Property or any portion thereof; governmental restriction; moratoria; enemy action; civil commotion; casualty; condemnation; sabotage; or events similar or related to the above which are not within the reasonable control of the Party asserting a delay or inability to perform (other than the failure to perform of a third party with whom the Party seeking the benefits of this provision has contracted). Except as may otherwise be provided in this Section, neither Party will be considered in breach of or default in any obligation under this Agreement in the event of Force Majeure Delays. Neither Party may claim a Force Majeure Delay unless it has used all reasonable and diligent efforts to minimize the delay or perform the obligation being hindered by such Force Majeure Delay. Force Majeure Delays shall not include situations caused the gross negligence or willful misconduct of a Party. Upon the termination of any Force Majeure Delays, the Parties agree that, upon the request of either Party, they will enter into a memorandum agreement showing the effect of the Force Majeure Delays on the Development Schedule.

## **Article IX**

### **Defaults and Remedies**

**Section 9.1 Default.** Either Party will be in default of this Agreement if such Party fails to perform any material obligation or requirement under this Agreement or fails to comply with any material term or provision of this Agreement and such default remains uncured for 30 days after receipt of written notice of such failure from the non-defaulting Party. If the defaulting Party fails to timely cure any default, and the Parties have attempted to resolve the issue under Section 6.2 below, the non-defaulting Party will have the following remedies:

- (a) Cure the defaulting Party's default, at the defaulting Party's sole cost and expense. The defaulting Party will reimburse the non-defaulting Party its undisputed reasonable and actual out-of-pocket costs for such cure within 30 days after written demand therefor with reasonable supporting documentation; or
- (b) Terminate this Agreement.

**Section 9.2 Dispute Resolution.** In the event of a dispute between the County and the City regarding any matters arising under this Agreement, the County and the City agree to first engage in good faith negotiations with the other in an attempt to promptly resolve such dispute before availing itself of any other remedy hereunder.

## **Article X**

### **Miscellaneous**

**Section 10.1 Recitals.** The recitals to this Agreement are true and correct and are incorporated in this Agreement by reference.

**Section 10.2 Final Agreement.** This Agreement and its Exhibits embody the final agreement between the Parties as to the matters that are the subject hereof, and to the extent that this Agreement and its Exhibits conflict or are inconsistent with prior agreements between the Parties regarding the Project, this Agreement and its Exhibits supersede and control over all such prior agreements. The terms of this Agreement may be amended or otherwise modified only by a written instrument duly executed by the Parties.

**Section 10.3 Notices.**

- (a) All notices, demands or other communications between the Parties (“Notice”) must be in writing. Any election to terminate this Agreement requires written notice to the other Party within the time frames described. Notices must be given by (i) personal delivery or (ii) a nationally-recognized, next-day courier service, addressed as follows:
  - (1) If to the County, to: Fairfax County  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035  
Attn: Rachel Flynn, Deputy County Executive  
  
with a copy to: Fairfax County  
Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035-0064  
Attn: County Attorney
  - (2) If to the City, to: City of Fairfax, Virginia  
10455 Armstrong Street  
Fairfax, VA 22030  
Attn: City Manager and City Attorney
- (b) A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the Party to which it is given.
- (c) For convenience, any communication other than a Notice alleging a breach of this Agreement or a Notice to terminate may be sent via email to the primary point of contact in Section 10.4.
- (d) Either Party may change its Notice address from time to time by informing the other Party in writing of such new address.

**Section 10.4 Points of Contact.** The County and the City will each designate a primary point of contact for day-to-day communications. The initial points of contact for the parties are:

Fairfax County: Vrushali Oak  
Vrushali.Oak@fairfaxcounty.gov  
City of Fairfax: Brooke Hardin

brooke.hardin@fairfaxva.gov

If the designated point of contact resigns or is removed, then the Party will designate a new primary contact within five business days thereafter.

**Section 10.5 Governing Law; Venue.** This Agreement and any dispute, controversy or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

**Section 10.6 Waivers.** Each Party has the right by notice in writing to the other Party to waive any of the provisions of this Agreement that are for the sole benefit of the waiving Party. Any failure of a Party to insist upon strict compliance with any, or all, of the terms and conditions of this Agreement will not be construed as a waiver of such terms and conditions or of the right of such Party to insist at any time thereafter upon such strict compliance.

**Section 10.7 Counterparts.** This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

**Section 10.8 Severability.** If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstances, other than those as to which it is so determined invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

**Section 10.9 Dates for Performance.** If the expiration of any time period set forth in this Agreement shall fall on a Saturday, Sunday, or legal holiday in the Commonwealth of Virginia, Fairfax County, or the City of Fairfax, such period shall be automatically extended to the next business day. All dates for performance (including cure) shall expire at 5:00 p.m. on the performance or cure date.

**Section 10.10 Headings.** The headings of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement.

**Section 10.11 Transfer of Title.** This Agreement shall not be construed or considered to transfer any title to the Property, legal or equitable.

**Section 10.12 Rules of Construction.**

- (a) When a reference is made in this Agreement to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Agreement unless otherwise indicated.
- (b) Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”
- (c) The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and neuter genders and non-genders of such terms. Whenever the context requires, any pronouns used in this Agreement include the corresponding masculine, feminine, or non-gender forms.

**Section 10.13 Recordation.** This Agreement may not be recorded by either Party at any time.

**Section 10.14 Third Parties.** No person shall be deemed to be a third-party beneficiary of this Agreement or any portion hereof.

**Section 10.15 No Partnership.** Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors or permitted assigns.

**Section 10.16 Jury Trial.** The County and the City each waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Agreement.

**Section 10.17 Funding Contingency.** The Parties acknowledge and agree that each of the Parties’ financial obligations hereunder are subject to appropriations by the Fairfax County Board of Supervisors and the City Council of the City of Fairfax, as applicable. To the extent this Agreement is construed to impose any financial obligations upon the County and/or the City, any such financial obligations shall be binding to the extent of appropriations by the Fairfax County Board of Supervisors and/or the City Council of the City of Fairfax, as applicable.

**Section 10.18 Definition of the County.** Whenever the term, the “County,” is used in this Agreement, unless the term is followed by, “in its governmental capacity,” “in its regulatory capacity,” or words of similar import, the term means, “the County, in its proprietary capacity.”

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date.

**COUNTY:**

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, in its proprietary capacity

By: \_\_\_\_\_  
Bryan J. Hill  
County Executive

**CITY:**

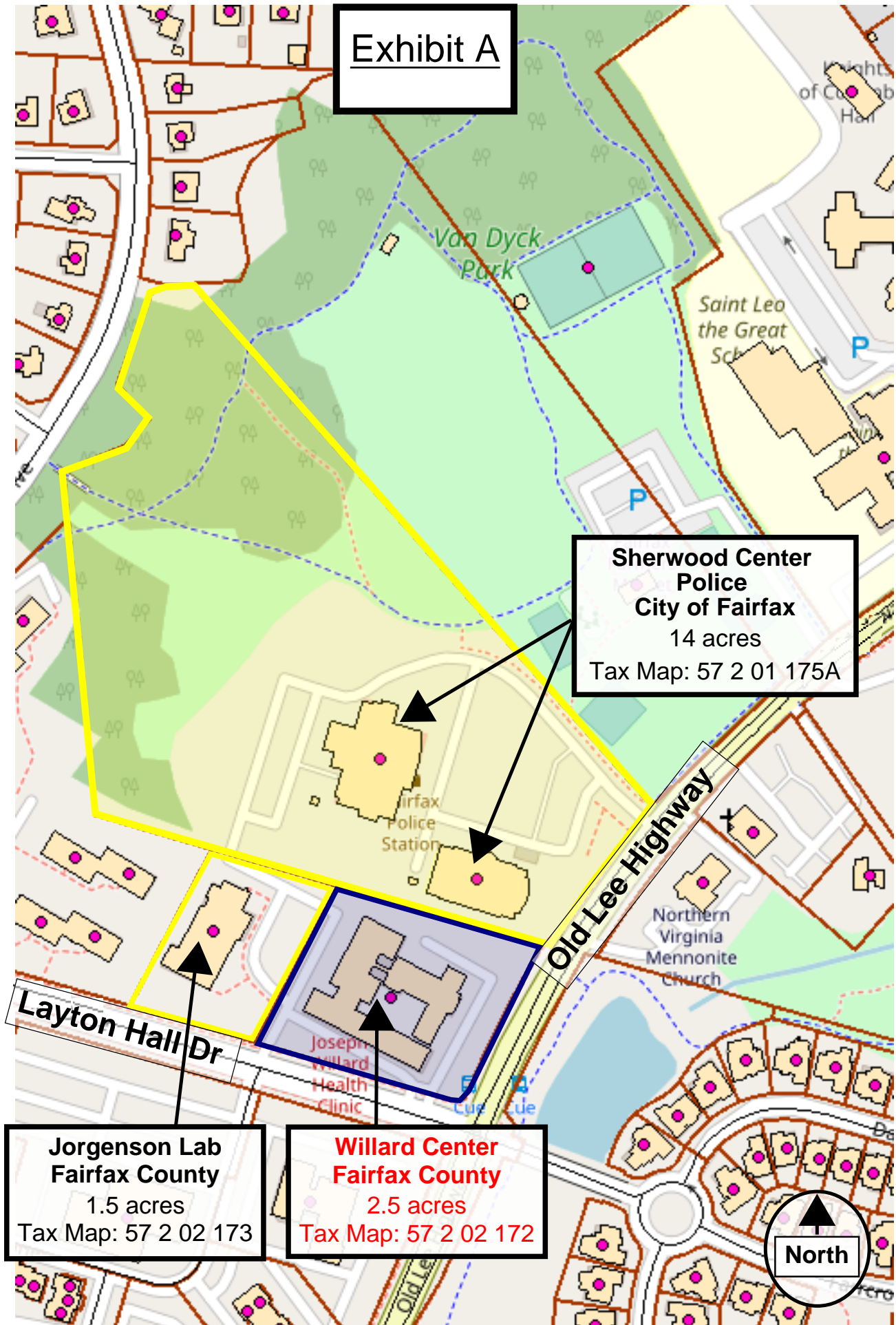
**CITY OF FAIRFAX, VIRGINIA**

By: \_\_\_\_\_  
Robert A. Stalzer, City Manager

**EXHIBIT A**

DESCRIPTION OF COUNTY AND CITY PROPERTY

# Exhibit A



**Sherwood Center  
Police  
City of Fairfax**  
14 acres  
Tax Map: 57 2 01 175A

**Layton Hall Dr**

**Jorgenson Lab  
Fairfax County**  
1.5 acres  
Tax Map: 57 2 02 173

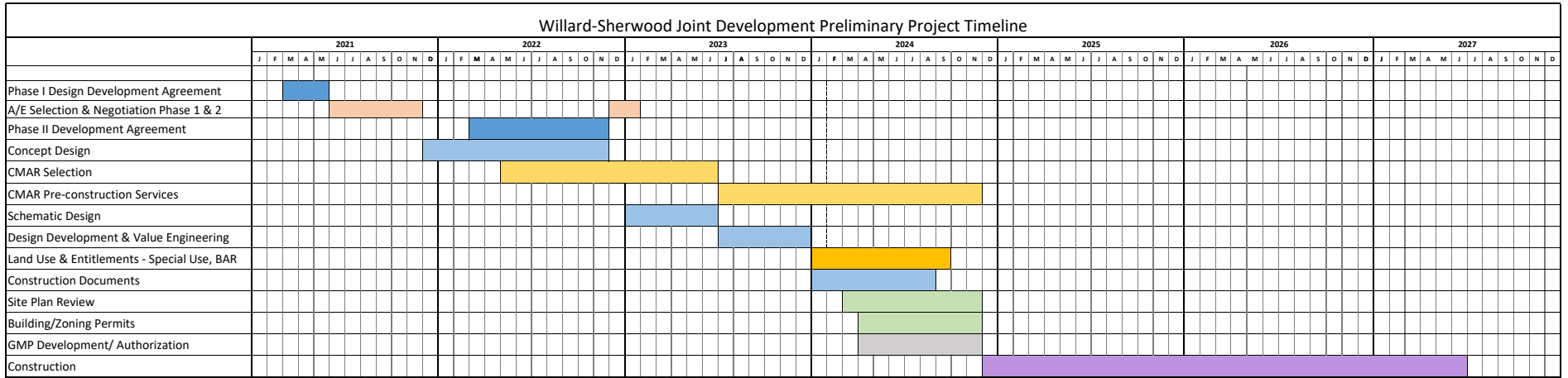
**Willard Center  
Fairfax County**  
2.5 acres  
Tax Map: 57 2 02 172



**EXHIBIT B**

DEVELOPMENT SCHEDULE

## Exhibit B



**EXHIBIT C**  
PRELIMINARY BUDGET

## EXHIBIT C

## Willard-Sherwood Health and Community Center

## Preliminary Budget

	Concept 1 (Below-grade Garage)	Concept 2 (Above-grade Cast-in-Place Garage)	Concept 3 (Above-grade Precast Garage)	Notes
<b>Design Phase :</b>				
Design Consultant A/E fees	\$11,000,000	\$11,000,000	\$11,000,000	To be negotiated with A/E as part of Phase II
Other soft costs	\$1,950,000	\$1,950,000	\$1,950,000	Work performed Outside of A/E contract
<b>Construction Phase :</b>				
Building	\$55,715,230	\$56,075,869	\$53,918,294	Includes cost escalation to mid-point of construction.
Garage	\$19,417,433	\$17,677,118	\$14,627,720	Includes cost escalation to mid-point of construction.
Site	\$12,068,117	\$10,780,875	\$11,908,453	Includes cost escalation to mid-point of construction
<b>Sub Total :</b>	<b>\$100,150,780</b>	<b>\$97,483,862</b>	<b>\$93,404,467</b>	
Contingencies	\$17,415,270	\$16,882,188	\$16,061,583	10% Bid plus 10% Construction contingency
Other Construction costs	\$3,150,000	\$3,150,000	\$3,150,000	
Temporary Facility for Willard	\$3,103,950	\$3,103,950	\$3,103,950	County share only
<b>TOTAL PROJECT BUDGET :</b>	<b>\$123,820,000</b>	<b>\$120,620,000</b>	<b>\$115,720,000</b>	

Cost Share (Based on preliminary space share @ 58% County and 42% City)	Concept 1	Concept 2	Concept 3	Notes
County	\$73,119,259	\$71,263,259	\$68,421,259	Includes Temporary Facility for Willard
City	\$50,700,741	\$49,356,741	\$47,298,741	

ACTION – 4

Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:

Board approval of a resolution (Attachment 1) to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 18, 2023.

RECOMMENDATION:

The County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate \$350 million to fund construction of capital facilities and infrastructure as previously approved by the Board. The County Executive also recommends approval of the sale of Public Improvement Refunding Bonds, as discussed in this Item.

The County Executive further recommends the Board approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds. This resolution:

1. Authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale;
2. Delegates to the County Executive or Chief Financial Officer authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions; and
3. Approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds and Public Improvement Refunding Bonds.

TIMING:

Board action is requested on December 6, 2022.

**BACKGROUND:**

The proposed Bond Sale Schedule of Events (Attachment 2) indicates a new money bond sale on or about January 18, 2023. Accompanying this Board Item are the necessary documents to proceed with the new money bond sale to meet FY 2023 capital funding requirements for on-going projects. There are many potential market events that could affect the bond sale in the next few months and the Schedule of Events, including the sale date, is therefore subject to market conditions. The closing date for the bonds is currently scheduled for the week of January 30, 2023. The County staff, along with the County's Financial Advisor, however, will revisit and adjust the sale date, if needed.

As part of the FY 2023 Adopted Budget Plan, the County included an additional \$25 million in general obligation bonds for the Fairfax County Public Schools and an additional \$25 million in general obligation bonds for the County, thereby increasing the annual total from \$300 million to \$350 million. This total will be applicable in FY 2023 and FY 2024. Starting in FY 2025, the County will include an additional \$25 million in general obligation bonds for the Fairfax County Public Schools and an additional \$25 million in general obligation bonds for the County, thereby increasing the annual total from \$350 million to \$400 million. These increases were the result of recommendations from the Joint Board of Supervisors and School Board Capital Improvement Program Committee as part of their final report issued in October 2021. Specifically, the County's bond sale limits were increased from \$300 million to \$400 million with the incremental increase to occur over the next several years as noted.

	FY 2022	FY 2023	FY 2024	FY 2025
County	\$120m	\$145m	\$145m	\$170m
Schools	<u>180m</u>	<u>205m</u>	<u>205m</u>	<u>230m</u>
Total	\$300m	\$350m	\$350m	\$400m

**Public Improvement Bonds (New Money Sale)**

As previously noted, the FY 2023 General Obligation Bond sale totals \$350 million. Of that amount, the Fairfax County Public Schools will receive \$205 million. The County's \$145 million will be directed as follows. Funds of \$30 million will be allocated to the Washington Metropolitan Area Transit Authority (WMATA) as the County's share of WMATA's FY 2023 Adopted Capital Improvement Program, and \$22 million will fund on-going Board of Supervisors' approved transportation projects such as roadway, pedestrian, and bike/trail improvement projects. Public Safety funding will total \$48 million to provide for courtroom renovations, and closeout and ongoing construction costs for fire and police station facilities. Funding of \$25 million will be provided for the Fairfax County Park Authority and the NOVA Parks will receive \$3 million to cover the County's annual capital contribution. Lastly, funding of \$17 million will be provided for human services and community development facilities that include four shelters and two community centers.

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The Schedule of Bond Purposes notes the remaining balance of authorized, but unissued, bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system was approved by the School Board at its December 1, 2022 meeting and is included as Attachment 4.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. Consistent with previous bond sales, the County's resolution (Attachment 1) delegates to the County Executive or Chief Financial Officer the authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions.

The maximum true interest cost rate permitted on the bonds, as established in the Bond Resolution, is 6.00 percent for tax-exempt bonds and 6.25 percent for taxable bonds. In addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line access to the Notice of Sale (Attachment 5) and the Preliminary Official Statement (Attachment 6).

Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

Public Improvement Refunding Bonds

Given the recent rise in interest rates, there are currently no County refunding opportunities available in the municipal bond market. However, if market conditions were to improve in the coming months, the County would have flexibility to pursue a refunding for the various series of bonds cited in the resolution (Attachment 1) through December 2023. County staff will continue to monitor the market in the event that additional refunding opportunities were to generate debt service savings.

FISCAL IMPACT:

The estimated debt service budget requirement for the new money bond sale, based on a 4.00 percent interest rate per current market conditions, is \$18.45 million for School purposes and \$13.05 million for County purposes, beginning in FY 2024. The County amortizes its general obligation bond debt with level principal over a twenty-year period to provide for rapid payoff, which means that the debt service payments gradually decrease over the twenty years. Following the planned general obligation bond sale in January 2023, final debt service numbers for this bond sale coupled with the programmed payoff of existing debt obligations, and the resulting net adjustment to meet Countywide debt service requirements will be incorporated into Fund 20000, Consolidated County and

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Schools Debt Service Fund, and reflected in the FY 2024 Advertised Budget Plan. The County issued General Obligation bonds as a new money bond sale in the amount of \$300.0 million on January 19, 2022. The bonds were sold to Bank of America Securities at a true interest cost of 1.75 percent.

The reception of Fairfax County bonds in the market continues to compare favorably both nationally and locally. The County has held a Aaa rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978, and a AAA rating from Fitch Ratings since 1997. As of January 2022, 13 states, 49 counties, and 31 cities have a Triple-A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved over \$1 billion from County bond and refunding sales.

ENCLOSED DOCUMENTS:

- Attachment 1: County Public Improvement Bond Resolution
- Attachment 2: Bond Sale Schedule of Events
- Attachment 3: Schedule of Bond Purposes
- Attachment 4: School Board Resolution Requesting Sale of Bonds (Approved on December 1, 2022)
- Attachment 5: Notice of Sale Series 2023
- Attachment 6: Draft of the Preliminary Official Statement Series 2023

STAFF:

Christina Jackson, Chief Financial Officer  
Philip Hagen, Director, Department of Management and Budget  
Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia Moody McCay, Senior Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on December 6, 2022, at which meeting a quorum was present and voting, the following resolution was adopted:

**A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS**

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

**Section 1(a). Public Improvement Bonds.** The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), has found and determined and does hereby declare that:

(i) **School improvements – \$205,000,000.** At an election duly called and held on November 5, 2019, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$360,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$360,000,000 for such purpose.

The Board of Supervisors at the request of the School Board of Fairfax County, Virginia (the “School Board”), has heretofore issued \$11,740,000 of the school bonds authorized at the election duly called and held on November 5, 2019.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$205,000,000 of school bonds authorized at the November 5, 2019, election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the School Board of a resolution, in a form acceptable to the County’s bond counsel, requesting the issuance of such school bonds.

(ii) **Transportation improvements and facilities – \$52,000,000.** At an election duly called and held on November 4, 2014, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities, including improvements to primary and secondary State highways, improvements related to transit, improvements for pedestrians and bicycles, and ancillary related improvements and facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$100,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$52,860,000 of the transportation improvements and facilities bonds authorized at the election duly called and held on November 4, 2014.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$22,000,000 of transportation improvements and facilities bonds authorized at the November 4, 2014, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$160,000,000 for the purpose of financing Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving, and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock, and equipment in the Washington metropolitan area.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$160,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$53,760,000 of the transportation improvement and facilities bonds authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$30,000,000 of transportation improvement and facilities bonds authorized at the November 3, 2020, election and to sell the bonds.

(iii) **Parks and park facilities – \$28,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds

previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$107,000,000: (i) \$94,700,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, develop and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,300,000 principal amount for Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, develop and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$107,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$46,630,000 of the \$94,700,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 8, 2016, and has heretofore authorized the issuance of and has issued all of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$25,000,000 parks and park facilities bonds for the Fairfax County Park Authority, authorized at the November 8, 2016, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$112,000,000: (i) \$100,000,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, reconstruct, develop, and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,000,000 principal amount to finance Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, reconstruct, develop, and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$112,000,000 for such purpose.

The Board of Supervisors has heretofore issued none of the parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 3, 2020, and has heretofore authorized the issuance of and has issued \$6,000,000 of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$3,000,000 of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 3, 2020, election and to sell the bonds.

(iv) **Public safety facilities – \$48,000,000.** At an election duly called and held on November 3, 2015, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public safety facilities bonds previously authorized, in the maximum aggregate principal amount of \$151,000,000, for the purpose of providing funds, with any other available funds, to finance the cost of projects to provide public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$151,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$41,490,000 of the public safety facilities bonds authorized at the election duly called and held on November 3, 2015.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$48,000,000 of public safety facilities bonds authorized at the November 3, 2015, election and to sell the bonds.

(v) **Human services facilities and community development facilities – \$17,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in the maximum aggregate principal amount of \$85,000,000 to provide funds to finance the cost of human services facilities and community development facilities, including the construction and reconstruction of community centers and shelters and the acquisition of land and equipment or interest therein.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$85,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$15,100,000 of the human services facilities and community development facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$17,000,000 of human services facilities and community development facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

**Section 1(b). Prior bond issues.** The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2013B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$128,000,000, designated “Public Improvement Refunding Bonds, Series 2013B” (the “Series 2013B Bonds”), dated January 24, 2013.

The Series 2013B Bonds that mature on or before October 1, 2022, are not subject to optional redemption before their maturity. The Series 2013B Bonds that mature after October 1, 2022, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2014A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities and public library facilities and to refund certain Series 2004 A, Series 2004 B and Series 2005 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$316,310,000, designated “Public Improvement and Refunding Bonds, Series 2014A” (the “Series 2014A Bonds”), dated February 6, 2014.

The Series 2014A Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2014A Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2014B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$202,190,000, designated “Public Improvement Refunding Bonds, Series 2014B” (the “Series 2014B Bonds”), dated November 4, 2014.

The Series 2014B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2014B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2015A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, and storm drainage improvements, the Board of Supervisors duly issued

bonds of the County in the aggregate principal amount of \$227,340,000, designated “Public Improvement Bonds, Series 2015A” (the “Series 2015A Bonds”), dated March 4, 2015.

The Series 2015A Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015A Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2015B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$57,070,000, designated “Public Improvement Refunding Bonds, Series 2015B” (the “Series 2015B Bonds”), dated March 11, 2015.

The Series 2015B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date on or after April 1, 2025 and prior to October 1, 2025, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of 101% of the principal amount of the Series 2015B Bonds to be redeemed, and on or after October 1, 2025, at 100% of the principal amount of the Series 2015B Bonds to be redeemed, plus, in each case, accrued interest to the redemption date.

(vi) **Series 2016A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, storm drainage improvements and to refund certain Series 2008 A Bonds, Series 2009 A Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2013A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$335,980,000, designated “Public Improvement and Refunding Bonds, Series 2016A” (the “Series 2016A Bonds”), dated February 9, 2016.

The Series 2016A Bonds that mature on or before October 1, 2025, are not subject to optional redemption before their maturity. The Series 2016A Bonds that mature after October 1, 2025, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2026, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vii) **Series 2017A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements and public library facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$228,375,000, designated “Public Improvement Bonds, Series 2017A” (the “Series 2017A Bonds”), dated February 7, 2017.

The Series 2017A Bonds that mature on or before October 1, 2026, are not subject to optional redemption before their maturity. The Series 2017A Bonds that mature after October 1, 2026, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2027, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(viii) **Series 2018A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements, public library facilities, human services facilities, and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$219,640,000, designated "Public Improvement Bonds, Series 2018A" (the "Series 2018A Bonds"), dated January 24, 2018.

The Series 2018A Bonds that mature on or before October 1, 2027, are not subject to optional redemption before their maturity. The Series 2018A Bonds that mature after October 1, 2027, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2028, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ix) **Series 2019A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements, and to refund certain Series 2009A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$224,755,000, designated "Public Improvement Bonds, Series 2019A" (the "Series 2019A Bonds"), dated February 12, 2019.

The Series 2019A Bonds that mature on or before October 1, 2028, are not subject to optional redemption before their maturity. The Series 2019A Bonds that mature after October 1, 2028, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2029, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(x) **Series 2020A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, human services and community development facilities, and to refund certain Series 2012A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$314,385,000, designated "Public Improvement Bonds, Series 2020A" (the "Series 2020A Bonds"), dated February 11, 2020.

The Series 2020A Bonds that mature on or before October 1, 2029, are not subject to optional redemption before their maturity. The Series 2020A Bonds that mature after October 1, 2029, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier

than April 1, 2030, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xi) **Series 2021A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, and human services and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$254,190,000, designated “Public Improvement Bonds, Series 2021A” (the “Series 2021A Bonds”), dated February 9, 2021.

The Series 2021A Bonds that mature on or before October 1, 2030, are not subject to optional redemption before their maturity. The Series 2021A Bonds that mature after October 1, 2030, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2031, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xii) **Series 2022A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, and human services and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$272,650,000, designated “Public Improvement Bonds, Series 2022A” (the “Series 2022A Bonds”), dated February 8, 2022.

The Series 2022A Bonds that mature on or before October 1, 2031, are not subject to optional redemption before their maturity. The Series 2022A Bonds that mature after October 1, 2031, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2032, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xiii) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the “Refunding Candidates”), all as hereinafter provided:

Series 2013B Bonds that are first subject to, and shall be called for redemption on April 1, 2023, and

Series 2014A Bonds that are first subject to, and shall be called for redemption on October 1, 2023, and

Series 2014B Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015A Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015B Bonds that are first subject to, and shall be called for redemption on or after April 1, 2025, and

Series 2016A Bonds that are first subject to, and shall be called for redemption on April 1, 2026, and

Series 2017A Bonds that are first subject to, and shall be called for redemption on April 1, 2027, and

Series 2018A Bonds that are first subject to, and shall be called for redemption on April 1, 2028, and

Series 2019A Bonds that are first subject to, and shall be called for redemption on April 1, 2029, and

Series 2020A Bonds that are first subject to, and shall be called for redemption on April 1, 2030, and

Series 2021A Bonds that are first subject to, and shall be called for redemption on April 1, 2031, and

Series 2022A Bonds that are first subject to, and shall be called for redemption on April 1, 2032, and

Any maturity of any of the foregoing series of bonds that mature prior to the first optional redemption date for such series of bonds.

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of \$250,000,000.

**Section 2. Authorization of bonds.** The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate “[Taxable] Public Improvement [and/or Refunding] Bonds, Series 2023[A], [B].” The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this Resolution. The first interest payment date of such bonds shall be no later than thirteen months after the issuance of such bonds. The bonds shall be issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, and

storm drainage improvements shall have an aggregate principal amount not to exceed the sum of the amount required to provide \$350,000,000 for such purposes.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the "Refunded Bonds") shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed \$250,000,000 and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate "Public Improvement Bonds, Series 2023 [A], [B]." If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated "[Taxable] Public Improvement Refunding Bonds, Series 2023 [A], [B]."

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2024, and a final maturity no later than July 1, 2026. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of \$5,000 and integral multiples of \$5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the “Replacement Bonds”) will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

- (1) DTC determines not to continue to act as securities depository for the bonds;
- (2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or
- (3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC (“Participants”) the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

**Section 3. Sale of Bonds.** Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and regulations. Bonds sold through a negotiated sale may be sold in a public sale or in a private placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2023. The authorization and

approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

**Section 4. Notice of Sale; Bids.** If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk for the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution (the “Notice of Sale(s)”). Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system.

**Section 5. Official Statement.** The draft of the Preliminary Official Statement of the County (the “Preliminary Official Statement(s)”) relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the “final Official Statement(s)”) are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors, the County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statement presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer’s approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

**Section 6. Delegation and Standard.** (a) *Competitive Sale Delegation* – The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a “delegate”), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2023, subject to the following conditions: (i) a delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 6.00% for bonds issued on a tax-exempt basis and 6.25% for bonds issued on a taxable basis, and (v) the Board of

Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2023, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 6.00% for bonds issued on a tax-exempt basis and 6.25% for bonds issued on a taxable basis and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* – The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

- (1) The series designations of such bonds;
- (2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide \$350,000,000 for such public improvement purposes;
- (3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;
- (4) To determine to use additional County funds, in addition to the proceeds of any bonds issued, to refund the Refunded Bonds;
- (5) The determination of the bonds as serial or term bonds;
- (6) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such dates, provided that the first maturity date of bonds for public improvement purposes shall occur no later than December 1, 2024, and the final maturity date shall not be later than December 1, 2043;

(7) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(8) The interest payment dates, for the bonds and the record date for the bonds;

(9) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution; and

(10) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2023, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

**Section 7. Forms of bonds.** The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk for the Board of Supervisors and a facsimile of the official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. \_\_\_\_\_

\$\_\_\_\_\_

United States of America  
Commonwealth of Virginia

**FAIRFAX COUNTY****[Taxable] Public Improvement [and/or Refunding] Bond, Series 2023 [A], [B]**

<u><b>Maturity Date</b></u>	<u><b>Interest Rate</b></u>	<u><b>Dated Date</b></u>	<u><b>CUSIP</b></u>
[_____]	_____ %	_____, 2023	_____

**Fairfax County, Virginia**, is justly indebted and for value received hereby promises to pay to

\_\_\_\_\_

or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

\_\_\_\_\_ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [\_\_\_\_\_ 1 or \_\_\_\_\_ 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [\_\_\_\_\_ 1 or a \_\_\_\_\_ 1] to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on the 1st days of \_\_\_\_\_ and \_\_\_\_\_ in each year, the first interest payment date being \_\_\_\_\_, 20\_\_\_\_, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia, on December \_\_, 2022 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for

school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities and human services facilities and community development facilities [and/or (ii) refunding portions of [ ] outstanding series of bonds of Fairfax County, Virginia, designated [ ]].

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

[Insert make-whole or cost-of-funds call provisions, if applicable]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

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

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall

have been set aside with the Trustee or a depository (either, a “depository”) for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on those bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

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

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

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest

on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

(Facsimile signature)

(Facsimile signature)

\_\_\_\_\_  
**Clerk, Board of Supervisors  
of Fairfax County, Virginia**

\_\_\_\_\_  
**Chairman, Board of Supervisors  
of Fairfax County, Virginia**

(Facsimile seal)

### **CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

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

By \_\_\_\_\_  
Authorized Signature

Date of authentication: \_\_\_\_\_, 2023

(Form of Assignment)

### **ASSIGNMENT**

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

Please insert social security or  
other identifying number of assignee

\_\_\_\_\_  
\_\_\_\_\_

(Please Print or Typewrite Name and Address of Transferee)

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

Dated: \_\_\_\_\_

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

Signature Guaranteed\* by: \_\_\_\_\_

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

**Section 8(a). Optional redemption.** The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(9). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed, plus accrued interest to the date of redemption. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds issued as taxable bonds shall not be subject to optional redemption prior to their maturity or upon the recommendation of the Financial Advisor to the County, notwithstanding the maximum redemption price referred to above, a make-whole or cost-of-funds premium shall be permitted for such taxable public improvement refunding bonds.

**Section 8(b). Mandatory redemption.** The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of such series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the

amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

**Section 8(c). Redemption provisions in general.** If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's Financial Advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the escrow agent or a depository (either, a "depository") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In

either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

**Section 9. Exchange; registration of transfer; Bond Registrar.** Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

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

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to

exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

**Section 10. Full faith and credit pledged.** For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

**Section 11. Continuing Disclosure Agreement.** The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

**Section 12. Tax covenant.** The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

**Section 13. Certificate concerning delegation.** The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other

actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

**Section 14. Authority of officers.** The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

**Section 15. Certification and filing.** The Clerk for the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

**A Copy – Teste:**

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**Clerk for the Board of Supervisors**

**DRAFT Critical Path Events**  
**Fairfax County, Virginia**  
**General Obligation Public Improvement Bonds, Series 2023A**

October 2022							November 2022							December 2022							January 2023							February 2023								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1							1	2	3	4	5													1	2	3	4			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18		
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25		
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				26	27	28							
30	31																																			

Week of	Activity & Event	Responsible Party
Oct 17 <sup>th</sup>	First draft of County & School Board Resolutions, POS, & NOS, collectively, "Bond Documents" distributed	NRF
Oct 24 <sup>th</sup>	Comments due on Bond Documents <b>NLT Fri, Oct 28<sup>th</sup> – Draft Annual Comprehensive Financial Report ("ACFR")</b>	All <b>FX</b>
Oct 31 <sup>st</sup>	Revised draft of Bond Documents distributed <i>Tues, Nov 1<sup>st</sup> to Wed, Nov 2<sup>nd</sup> – FOMC meets</i> <b>Tues Nov 1<sup>st</sup> – Send Resolution to School Board staff [to be confirmed]</b>	-- -- <b>FX</b>
Nov 7 <sup>th</sup>	<i>Tues, Nov 8<sup>th</sup> – Election Day</i> <i>Fri, Nov 11<sup>th</sup> – Veterans Day</i> <b>Mon, Nov 7<sup>th</sup> – Board Title Due</b> <b>Thurs, Nov 10<sup>th</sup> – Board Item Due</b> Comments due on POS/NOS	-- -- <b>FX</b> <b>FX</b> All
Nov 14 <sup>th</sup>	<b>Mon, Nov 14<sup>th</sup> – School Board Meeting to consider Resolution (information)</b> Draft Ratings Presentation distributed	<b>FX</b> PFM
Nov 21 <sup>st</sup>	<i>Thurs, Nov 24<sup>th</sup> – Thanksgiving Day (Markets Closed)</i> Revised draft POS/NOS distributed Comments on rating presentation	-- NRF All
Nov 28 <sup>th</sup>	<b>Wed, Nov 30<sup>th</sup> – Credit Assessment Meeting</b> Finalize Ratings Presentation Thurs, Dec 1 <sup>st</sup> - Draft POS & other info sent to Rating Agencies Thurs, Dec 1 <sup>st</sup> – School Board Meeting to Approve Resolution	<b>FX, PFM</b> FX, PFM PFM FX
Dec 5 <sup>th</sup>	<b>Tues, Dec 6<sup>th</sup> – Board considers Bond Documents, FY22 Annual Report Pub Ratings Prep Meeting (if needed)</b>	-- <b>FX, PFM</b>
Dec 12 <sup>th</sup>	<i>Tues, Dec 13<sup>th</sup> to Wed, Dec 14<sup>th</sup> – FOMC meets</i> <b>Wed, Dec 14<sup>th</sup> – Fitch Rating Discussion</b> <b>Thurs, Dec 15<sup>th</sup> – S&amp;P Rating Discussion</b> <b>Fri, Dec 16<sup>th</sup> – Moody's Rating Discussion</b>	-- <b>FX, PFM</b> <b>FX, PFM</b> <b>FX, PFM</b>
Dec 26 <sup>th</sup>	<i>Mon, Dec 26<sup>th</sup> – Christmas (Markets Closed)</i>	--

**Legend:**  
FX = Fairfax County  
PFM = PFM Financial Advisors LLC, Financial Advisor  
NRF = Norton Rose Fulbright, Bond Counsel

11/1/2022

***DRAFT Critical Path Events***  
***Fairfax County, Virginia***  
***General Obligation Public Improvement Bonds, Series 2023A***

October 2022							November 2022							December 2022							January 2023							February 2023									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1							1	2	3	4	5							1	2	3					1	2	3	4			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28							
30	31																																				

Week of	Activity & Event	Responsible Party
Jan 2 <sup>nd</sup>	<i>Mon, Jan 2<sup>nd</sup> – New Years Day (Markets Closed)</i>	--
	Circulate draft of POS/NOS	NRF
	POS Review Call	FX, NRF, PFM
	NLT Thurs, Jan 5 <sup>th</sup> – Ratings Received	--
Jan 9 <sup>th</sup>	<b>Wed, Jan 11<sup>th</sup> – POS &amp; NOS Posted</b>	<b>NRF</b>
	Wed, Jan 11 <sup>th</sup> – Apply for CUSIPs	PFM
	Pre-marketing calls to Underwriters	PFM
Jan 16 <sup>th</sup>	<i>Mon, Jan 16<sup>th</sup> – Martin Luther King Jr. Day (Markets Closed)</i>	--
	<b>Wed, Jan 18<sup>th</sup> – Competitive Sale</b>	<b>FX, PFM</b>
	Circulate draft of Closing Documents	NRF
Jan 23 <sup>rd</sup>	NLT Fri, Jan 27 <sup>th</sup> – Finalize & Mail OS	NRF
	Comments on Closing Documents	FX, PFM
Jan 30 <sup>th</sup>	Finalize Closing Documents	NRF
	<i>Tues, Jan 31<sup>st</sup> to Wed, Feb 1<sup>st</sup> – FOMC meets</i>	--
	<b>Wed, Feb 1<sup>st</sup> – Closing</b>	<b>All</b>

**Legend:**

FX = Fairfax County  
PFM = PFM Financial Advisors LLC, Financial Advisor  
NRF = Norton Rose Fulbright, Bond Counsel

11/1/2022

**Schedule of Bond Purposes**  
**FY 2023 Bond Sale - Series 2023A (New Money)**

<b>Fund</b>	<b>Category</b>	<b>Referendum Date</b>	<b>BEGIN Authorized But Unissued Balance</b>	<b>FY 2023 Bond Sale Projection</b>	<b>END Authorized But Unissued Balance</b>
<b>County</b>					
300-C30030	Library Facilities	11/3/20	90,000,000	-	90,000,000
300-C30010	NVRPA	11/3/20	6,000,000	<b>3,000,000</b>	3,000,000
300-C30400	Park Authority	11/8/16	41,070,000	<b>25,000,000</b>	16,070,000
300-C30010	Park Authority	11/8/16	7,000,000	-	7,000,000
300-C30400	Park Authority	11/3/20	100,000,000	-	100,000,000
300-C30050	Road Bond Construction	11/4/14	47,140,000	<b>22,000,000</b>	25,140,000
300-C30000	Transportation Facilities (Metro)	11/3/20	106,240,000	<b>30,000,000</b>	76,240,000
300-C30070	Public Safety Facilities	11/3/15	109,510,000	<b>48,000,000</b>	61,510,000
300-C30070	Public Safety Facilities	11/6/18	182,000,000	-	182,000,000
300-C30010	Human Services Facilities	11/8/16	69,900,000	<b>17,000,000</b>	52,900,000
300-C30010	Human Services Facilities	11/3/20	79,000,000	-	79,000,000
200-C20000	Debt Service COI (Includes UW Discount)				
<b>Subtotal County</b>			<b>\$837,860,000</b>	<b>\$145,000,000</b>	<b>\$692,860,000</b>
<b>Schools</b>					
300-S31600		11/5/19	348,260,000	<b>205,000,000</b>	143,260,000
300-S31600		11/2/21	360,000,000	-	360,000,000
<b>Subtotal Schools</b>			<b>\$708,260,000</b>	<b>\$205,000,000</b>	<b>\$503,260,000</b>
<b>TOTAL COUNTY AND SCHOOLS</b>			<b>\$1,546,120,000</b>	<b>\$350,000,000</b>	<b>\$1,196,120,000</b>

**A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS  
OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF  
FAIRFAX COUNTY, VIRGINIA, TOTALING \$205,000,000 AND APPROVING THE FORM  
OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF**

WHEREAS, at an election duly called and held on November 5, 2019, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$360,000,000 (the “2019 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2019 Referendum was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors of Fairfax County (the “Board of Supervisors”) has heretofore issued \$11,740,000 of the bonds authorized by the 2019 Referendum, leaving a balance of \$348,260,000 authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the “School Board”), deems it advisable for the Board of Supervisors to (i) issue school bonds authorized in the 2019 Referendum in an aggregate principal amount not to exceed \$205,000,000 (the “School Bonds”), (ii) determine certain pricing and sale details of the School Bonds, and (iii) determine whether to refund any prior public improvement bonds of the County that were issued for school improvements (the “Board of Supervisors Actions”); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

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

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, in an aggregate principal amount not to exceed \$205,000,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the “School Board Tax Certificate”) to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chair, Vice Chair or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chair, Vice Chair or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

**CERTIFICATE OF THE SCHOOL BOARD**

This certificate is provided to Fairfax County, Virginia (the “County”), by the School Board of Fairfax County, Virginia (the “School Board”), in connection with the issuance by the County of its [\$\_\_\_\_,\_\_\_\_,000 Public Improvement Bonds, Series 2023 [ ] [ ] and \$\_\_\_\_\_ Public Improvement Refunding Bonds, Series 2023 [ ] [ ] (collectively, the “Bonds”)], the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the “[New] School Projects”) [and to refinance school projects that were financed with the proceeds of the County’s \_\_\_\_\_ Bonds and \_\_\_\_\_ Bonds (the “Refunded School Projects” and together with the New School Projects, the “School Projects”)],

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The School Board recognizes that some of the representations made by the County in its Tax Certificate, dated \_\_\_\_\_, 2023, and executed in connection with the issuance of the Bonds (the “Tax Certificate”) must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in [Section 1 of Part B of the Tax Certificate] to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: [(i) with respect to paragraph (d) (“Definition of Private Use”), in the second paragraph, fourth line, after (“General Public Use”), there shall be deemed to be inserted “or other than as is excepted as private use by U.S. Treasury Regulations,” and (ii) with respect to paragraph (e) (“Management and Service Contracts”), the references to Management Contract Safe Harbors shall be deemed to include “or other applicable law.” Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.]

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [\_\_\_\_ 1, 20\_\_], except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of states and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue

Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder in effect on the date of original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of Fairfax County, Virginia

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 2023

\* \* \* \* \*

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on \_\_\_\_\_, 2022, at \_\_\_\_\_, Virginia.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beverly Madeja, Clerk  
School Board of  
Fairfax County, Virginia

**NOTICE OF SALE**

\$ \_\_\_\_\_ \*

**FAIRFAX COUNTY, VIRGINIA****Public Improvement Bonds, Series 2023A**

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 10:45 a.m., Fairfax, Virginia Time, on

**January \_\_, 2023\***

for the purchase of all, but not less than all, of the \$\_\_\_\_\_ \* Public Improvement Bonds, Series 2023A of Fairfax County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1<sup>st</sup> day of October in the following years and in the following amounts, respectively:

**Initial Maturity Schedule for the Bonds\***

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2023	\$	2033	\$
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	

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\* Preliminary, subject to change.

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 BONDS†**

<b>INTEREST</b>		<b>PROCEDURAL</b>	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due January __, 2023, at 10:45 a.m. Local Time
Anticipated Delivery/Closing Date:	February __, 2023	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	October 1, 2023	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page VIII-6, under “Good Faith Deposit”
Zero Coupons:	Not Permitted	Max TIC	__%
Split Coupons:	Not Permitted		
<b>PRINCIPAL</b>		<b>PRICING</b>	
Optional Redemption:	Due on and after October 1, [2033]*, callable on April 1, [2033]*, and thereafter at par	Max. Aggregate Bid Price:	__%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	__%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	Not to exceed __%
		Low Coupon per Maturity:	Not to be below __%

† Subject to the detailed provisions of this Notice of Sale.

\* Preliminary, subject to change.

### **Changes to Initial Maturity Schedule for the Bonds**

The Initial Maturity Schedule for the Bonds (the “Initial Maturity Schedule”) set forth on page 1 represents an estimate of the principal amount of 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 30 minutes prior to the announced time and

date for receipt of bids via TM3 ([www.tm3.com](http://www.tm3.com)). The resulting schedule of maturities will become the “Bid Maturity Schedule” for the Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

### **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 Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

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 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 the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County’s receipt of the initial public offering prices and yields of the Bonds (the “Initial Reoffering Terms”).

### **Book-Entry System**

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being October 1, 2022, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

## **The Bonds**

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the Bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Bonds are being issued as a series of bonds authorized for the purpose of providing funds, with other available funds, for School Improvements (\$205,000,000), [Transportation Improvements and Facilities (\$49,000,000), Parks and Park Facilities (\$\_\_,000,000), Public Library Facilities (\$\_,000,000), Public Safety Facilities (\$\_,000,000), and Human Services and Community Development Facilities (\$\_,000,000)].

## **Term Bonds and Mandatory Redemption**

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

## **Optional Redemption**

The Bonds maturing on or after October 1, [2033]\*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, [2033]\*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

## ***Electronic Bidding and Bidding Procedures***

## **Registration to Bid**

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid

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\* Preliminary, subject to change.

and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

**IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL.** Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

### **Disclaimer**

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the County's financial advisor, by telephone at (571) 527-5134. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

### **Bidding Procedures**

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds 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 10:45 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 Bonds on the terms therein provided. For purposes of the electronic bidding process,

the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under “Award of Bonds” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

**REVOCABLE BIDS ARE NOT PERMITTED.**

**By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds.** The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

**Good Faith Deposit**

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the aggregate par amount set forth in 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 Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit. The wire information will be provided to the apparent successful bidder shortly after the bidding deadline.

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

**Award of Bonds**

Award or rejection of bids will be made by the County prior to 5:00 p.m., Fairfax, Virginia Time on the date of receipt of bids. **ALL BIDS SHALL REMAIN FIRM UNTIL 5:00 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS.** An award of the Bonds, if made, will be made by the County within such six and one-quarter hour period of time (10:45 a.m. – 5:00 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the successful bidder will be selected by the County by lot from among all such bidders.

### **Initial Reoffering Terms**

The apparent successful bidder shall provide the initial public offering prices to the public (the “Initial Public Offering Prices”) and yields of each maturity of the Bonds (collectively the “Initial Reoffering Terms”) within 30 minutes of receipt of notice that it is the apparent winning bidder.

### **Right of Rejection**

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

### **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](http://www.tm3.com)).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

### **Conflict Waiver**

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP’s involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

## **Establishment of Issue Price**

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that, for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the County prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (the “Sale Date”) at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall advise the County promptly after the close of the fifth (5<sup>th</sup>) day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer that is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

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

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

### **Undertakings of the Successful Bidder**

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

### **Delivery**

The Bonds will be delivered on or about February \_\_, 2023, 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**

Application for CUSIP numbers with respect to the Bonds will be made by the County's financial advisor, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds. The CUSIP Service Bureau's charge for the assignment of numbers shall be paid by the successful bidder.

## **Official Statements**

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 50) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (571) 527-5134.

**Reservation of Rights**

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

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

**By: Jill G. Cooper, Clerk**

**Exhibit A**

**FAIRFAX COUNTY, VIRGINIA**  
**[\$[PRINCIPAL AMOUNT]**  
**PUBLIC IMPROVEMENT BONDS, SERIES 2023A**

**ISSUE PRICE CERTIFICATE**  
**(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE A TO ISSUE PRICE CERTIFICATE**

**EXPECTED OFFERING PRICES**

*(Attached)*

**SCHEDULE B TO ISSUE PRICE CERTIFICATE**

[Copy of Bid Submitted by Underwriter]

**Exhibit B**

**FAIRFAX COUNTY, VIRGINIA**  
**[\$[PRINCIPAL AMOUNT]**  
**PUBLIC IMPROVEMENT BONDS, SERIES 2023A**  
**ISSUE PRICE CERTIFICATE**  
**(if Hold-the-Offering-Price Rule applies)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

**1. *Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

**2. *Defined Terms.***

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE A**

**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

**PRELIMINARY OFFICIAL STATEMENT DATED JANUARY \_\_, 2023**

NEW ISSUE – Full Book Entry

RATINGS: Fitch: “AAA”  
 Moody’s: “Aaa”  
 S&P: “AAA”  
 (See “RATINGS” herein)

*In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, interest on the Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS” herein for further information.*

\$ \_\_\_\_\_ \*

**FAIRFAX COUNTY, VIRGINIA**  
**PUBLIC IMPROVEMENT BONDS, SERIES 2023A**

**Dated: Date of Delivery****Due: October 1, as shown on the inside cover page**

Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2023.

The Bonds are being issued for the purpose of financing various public improvements.

The Bonds maturing on or after October 1, 2033\*, are subject to optional redemption prior to maturity as a whole or in part at any time on or after April 1, 2033\*, at a redemption price of par plus accrued interest, as described herein. See “THE BONDS – Optional Redemption” herein.

The Bonds will be general obligations of Fairfax County, Virginia (the “County”), for the payment of which the Board of Supervisors of the County is unconditionally obligated to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation.

This page and the inside cover page contain certain information for quick reference only. They are not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision.

*The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. The Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about February \_\_, 2023.*

January \_\_, 2023

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\* Preliminary, subject to change.

## FAIRFAX COUNTY, VIRGINIA

\$\_\_\_\_\_ \* PUBLIC IMPROVEMENT BONDS, SERIES 2023A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND  
PRICES/YIELDS

Base CUSIP† Number 30382A

Maturity Date <u>October 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Price or <u>Yield</u>	CUSIP† <u>Suffix</u>
2023	\$	%	%	
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				

† 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 Fairfax County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

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\* Preliminary, subject to change.

**Fairfax County, Virginia**

**BOARD OF SUPERVISORS**

Jeffrey C. McKay, *Chairman*  
Penelope A. Gross, *Vice Chairman*  
Walter L. Alcorn  
John W. Foust  
Patrick S. Herrity  
Rodney L. Lusk  
Dalia A. Palchik  
Kathy L. Smith  
Daniel G. Storck  
James R. Walkinshaw

---

**COUNTY OFFICIALS**

Bryan J. Hill, *County Executive*  
Christopher Leonard, *Deputy County Executive*  
Rachel O'Dwyer Flynn, *Deputy County Executive*  
Christina C. Jackson, *Chief Financial Officer and Director, Department of Management and Budget*  
Christopher J. Pietsch, *Director, Department of Finance*

**COUNTY ATTORNEY**

*Elizabeth D. Teare, Esquire*

---

**PAYING AGENT**

Fairfax County Director of Finance  
1200 Government Center Parkway, Suite 214  
Fairfax, Virginia 22035-0074  
(703) 324-3120

---

**FINANCIAL ADVISOR**

PFM Financial Advisors LLC  
4350 North Fairfax Drive, Suite 580  
Arlington, Virginia 22203-1547  
(703) 741-0175

---

**BOND COUNSEL**

Norton Rose Fulbright US LLP  
799 9th Street NW, Suite 1000  
Washington, D.C. 20001-4501  
(202) 662-4760

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For information relating to this Official Statement please contact:

Christina C. Jackson, Chief Financial Officer  
Fairfax County, Virginia  
12000 Government Center Parkway, Suite 561  
Fairfax, Virginia 22035-0074  
(703) 324-2391

No person has been authorized by Fairfax County, Virginia (the “County”), to give any information or to make any representations with respect to the County or the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

The Bonds are exempt from registration under the Securities Act of 1933, as amended. The Bonds are also exempt from registration under the securities laws of the Commonwealth of Virginia. The Bonds have not been registered under the Securities Act of 1933, as amended, and the County’s bond authorization has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in the acts. The registration or qualification of the Bonds in accordance with applicable provisions of laws of any jurisdiction in which the Bonds have been registered or qualified and the exemption from registration or qualification in other jurisdictions cannot be regarded as a recommendation thereof. Neither these jurisdictions nor any of their agencies have passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

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**OFFICIAL STATEMENT**  
**FAIRFAX COUNTY, VIRGINIA**

**Regarding**  
**\$\_\_\_\_\_ \* Public Improvement Bonds, Series 2023A**

**INTRODUCTION**

The purpose of this Official Statement, which includes the cover page, the inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the “County”), of its \$\_\_\_\_\_ Public Improvement Bonds, Series 2023A (the “Bonds”).

The financial and operating data contained herein and in Appendix IV are as of the dates and for the periods indicated, a portion of which were prior to the outbreak of the COVID-19 pandemic. Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 pandemic on Fairfax County’s general economic and financial condition. See “GOVERNMENT SERVICES – COVID-19 Matters.”

**THE BONDS**

**Authorization And Purposes**

The Bonds will be issued under a resolution (the “Resolution”) adopted by the Board of Supervisors of Fairfax County (the “Board of Supervisors”) on December 6, 2022, pursuant to Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the “Act”).

The Bonds will be issued to provide funds<sup>†</sup> in the following amounts\* for the following purposes (collectively, the “Public Improvements”):

School Improvements .....	\$205,000,000
Transportation Improvements and Facilities.....	52,000,000
Public Safety Facilities .....	48,000,000
Parks and Park Facilities.....	28,000,000
Human Services and Community Development Facilities .....	<u>17,000,000</u>
Total	<u>\$305,000,000</u>

The anticipated sources and uses of the proceeds of the Bonds are summarized below.

[Remainder of page intentionally left blank]

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\* Preliminary, subject to change.

<sup>†</sup> For purposes of this Preliminary Official Statement, it is assumed that proceeds of the Bonds will include a net bond premium in order to fund the purposes described above.

**Sources**

Par amount of the Bonds .....	\$
Net offering premium .....	—
Total Sources.....	<u>\$</u>

**Uses**

Public Improvements.....	\$
Underwriter's discount .....	—
Other issuance expenses .....	—
Total Uses.....	<u>\$</u>

**Description**

The Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2023, and will mature in the amounts on October 1 in each of the years 2023\* through 2042\*, inclusive, as set forth on the inside cover page of this Official Statement.

Interest on the Bonds is calculated based on a 360-day year consisting of twelve thirty-day months. The Bonds will be issued in denominations of \$5,000 and integral multiples thereof under the book-entry system of the Depository Trust Company ("DTC"), and principal and interest on the Bonds will be payable in the manner described in Appendix V, "BOOK-ENTRY ONLY SYSTEM."

**Optional Redemption**

The Bonds maturing on or after October 1, 2033\*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, 2033\*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

**Mandatory Sinking Fund Redemption\***

*[This caption and one or more of the following paragraphs will be included in the final Official Statement only if the successful bidder for the Bonds elects to combine, in accordance with the related Notice of Sale, two or more consecutive serial maturities into any number of term bonds.]*

The Bonds maturing October 1, 20\_\_, and October 1, 20\_\_, are subject to mandatory redemption in part, on a pro rata basis, on October 1 in the years shown below, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the date of redemption in an amount equal to the sinking fund installments for such Bonds for such date:

---

\*Preliminary, subject to change.

Term Bonds Maturing October 1, 20\_\_

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

---

† Final Maturity
Term Bonds Maturing October 1, 20\_\_

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

---

† Final Maturity
**Notice of Redemption**

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County will cause a notice of such redemption to be filed with the bond registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his or her address appearing upon the registration books of the County, but failure to mail such notice or any defect therein will not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, and the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity of a series then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption will state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption will be deemed to be revoked.

**Security**

The Bonds are general obligations of the County for which its full faith and credit are irrevocably pledged. The Act requires that the Board of Supervisors shall, in each year while any of the Bonds shall be outstanding, levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due, which tax shall be in addition to all other taxes authorized to be levied in the County.

## **State Aid Intercept**

The provisions of Section 15.2-2659 of the Act, in substance, direct the Governor of Virginia, upon satisfactory proof of default by the County in the payment of principal of or interest on the Bonds, immediately to order the Comptroller of Virginia to withhold all further payment to the County of all funds, or any part thereof, appropriated and payable by the Commonwealth of Virginia (the “Commonwealth” or “State”) to the County for any and all purposes until such default is remedied. For as long as the default continues, the law directs the Governor to require the Comptroller to pay to the holders of such Bonds or the paying agent therefor all of the withheld funds or as much as are necessary to cure, or to cure insofar as possible, the default on such Bonds. The Governor shall, as soon as practicable, give notice of such default and of the availability of funds with the paying agent or with the Comptroller by publication one time in a daily newspaper of general circulation in the City of Richmond, Virginia, and by mail to the registered owners of such Bonds. Although the provisions of Section 15.2-2659 have never been tested in a Virginia court, the Attorney General of Virginia has opined that appropriated funds can be withheld pursuant to its provisions.

## **Remedies**

The Bonds do not specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal of or interest on the Bonds, nor do they contain a provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such default. If a bondholder does not receive payment of principal or interest when due, the holder could seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the Board of Supervisors to levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due. The mandamus remedy, however, may be impracticable and difficult to enforce. The enforceability of rights or remedies with respect to the Bonds (but not the validity of the Bonds) may be limited by bankruptcy, insolvency, or other State or federal laws, heretofore or hereafter enacted, and equitable principles affecting the enforcement of creditors’ rights.

## **No Litigation Respecting the Bonds**

No litigation is pending or, to the best of the County’s knowledge, threatened (a) to restrain or enjoin the issuance, sale, or delivery of any of the Bonds, the application of the proceeds thereof, or the pledge of tax revenues for payment of the Bonds, (b) in any way contesting or affecting any authority for the issuance or validity of the Bonds, (c) in any way contesting the existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County. See “CONTINGENT LIABILITIES AND CLAIMS” for a description of litigation affecting the County.

## **FAIRFAX COUNTY**

### **GENERAL DESCRIPTION**

#### **Overview**

Fairfax County (the “County”) is located in the northeastern corner of the Commonwealth of Virginia (the “Commonwealth”) and encompasses a net land area of 407 square miles. Its current estimated population exceeds one million. The County is part of the Washington, D.C., metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of Fairfax County is the Board of Supervisors (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 Fairfax County there are three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County (more fully discussed in “DEBT ADMINISTRATION – Underlying Bonded Indebtedness”).

## **Population**

Fairfax County’s estimated 2020 population is 1,171,848. In 1980, Fairfax County was the third most populous jurisdiction in the Washington, D.C., primary metropolitan statistical area, as defined by the U.S. Bureau of the Census. By 1990, Fairfax County, with 818,584 residents, had become the most populous jurisdiction in the Washington, D.C. area, having added an average of 22,168 people per year in the 1980s. Population growth during the 1990s and 2000s slowed; on average, the County gained about 9,012 people per year during 2010-2020.

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**Fairfax County Population**

<u>Calendar Year</u>	<u>Population</u>
1940	40,929
1950	98,557
1960	248,897
1970	454,275
1980	596,901
1990	818,584
2000	969,749
2001	984,366
2002	1,004,435
2003	1,012,090
2004	1,022,298
2005	1,033,646
2006	1,037,311
2007	1,041,507
2008	1,050,315
2009	1,074,227
2010	1,081,726
2011	1,100,692
2012	1,118,602
2013	1,130,924
2014	1,137,538
2015	1,142,234
2016	1,138,652
2017	1,142,888
2018	1,152,873
2019	1,166,965
2020	1,171,848

*Sources:* U.S. Bureau of the Census (1940-2000, and 2010 Decennial Censuses); FY 2011-2020 Fairfax County Annual Comprehensive Financial Report FY 2021

The following table reflects the population age distribution of County residents, based on the U.S. Census Bureau's 2010 Decennial Census. The survey estimated the County's total population in 2010 at 1,081,726.

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**Household Population Age Distribution  
Fairfax County**

<u>Age Group</u>	<b>2010</b>	
	<u>Number</u>	<u>Percent (%)</u>
Under 20 years	285,405	26.4
20 – 34	218,781	20.2
35 – 54	339,757	31.4
55 – 64	131,493	12.2
65 and Over	106,290	9.8
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$124,831 and median family income was \$144,687 in 2019. Approximately 37.2% of the County's households and 47.9% of families had annual incomes of \$150,000 or more. The following table shows the 2019 household and family income distribution in the County.

**2019 Household and Family Income Distribution (by Percentage)<sup>1</sup>**

<u>Income Level</u>	<u>Household</u>	<u>Family</u>
Under \$25,000	7.2%	5.0%
\$25,000 – 49,999	9.8%	8.5%
\$50,000 – 74,999	12.3%	8.8%
\$75,000 – 99,999	12.1%	10.1%
\$100,000 – 149,999	21.4%	19.7%
\$150,000 or more	37.2%	47.9%
Median Income	\$124,831	\$144,687

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

<sup>1</sup> Household Income is defined as that income which is available to all residents of a housing unit, regardless of relationship. Income is from all sources, before taxes and deductions, and includes wages, business, retirement, SSI, alimony, child support, interest, etc. Family Income is derived by including only those households containing two or more persons related by blood, marriage or adoption. Percentages may add to more than 100% due to rounding.

**Certain County Administrative and Financial Staff Members**

Bryan J. Hill, County Executive, was appointed as County Executive by the Fairfax County Board of Supervisors effective January 2, 2018. He was previously the Chief Administrative Officer and Clerk to the Board for James City County from 2014 to 2017; he previously spent seven years with Beaufort County, South Carolina, as deputy county administrator. At James City County, Mr. Hill was responsible for oversight of staff, major infrastructure projects, economic development, transportation initiatives and the development and implementation of that county's first strategic plan. He led the realignment of James City County's debt portfolio, which resulted in AAA ratings from each of the three major bond rating agencies. Mr. Hill also has served as the vice chancellor for finance and operations at the University of South Carolina's Beaufort/Bluffton Campus, and as the director of finance for the University of Maryland's Office of Information and Technology as well as director of administration for the Department of Aerospace Engineering. He has a bachelor's degree in public administration from Alfred University and a master's degree in public administration from the University of Southern California.

Christopher A. Leonard, Deputy County Executive, was appointed on January 2, 2021, by the Board of Supervisors. Mr. Leonard oversees the Park Authority and various departments that make up the provision of Health, Housing, and Human Services in Fairfax County. He has more than two decades of experience as a county employee, starting as a budget analyst in the Department of Management and Budget. Mr. Leonard spent the ten years prior to his current appointment serving as the Director of the Department of Neighborhood and Community Services. In that role, he led the considerable change management effort required for the consolidation of two existing county departments into one department, an effort that resulted in considerable savings. Mr. Leonard earned a bachelor's degree in sport management and a master's degree in public administration, both from West Virginia University.

Rachel O'Dwyer Flynn, Deputy County Executive, was appointed on January 22, 2019, by the Board of Supervisors. Ms. Flynn oversees the Department of Public Works and Environmental Services, the Department of Transportation, the Department of Code Compliance, Land Development Services and the Department of Planning and Development. Ms. Flynn has 35 years of experience in both private and public organizations as an architect, urban planner, director of planning/building/economic development and real estate development executive. Before her appointment as Deputy County Executive, Ms. Flynn was the director of design management, planning and entitlements at Google, and from 2016-2018, she was the vice president of FivePoint Communities. Previously, Ms. Flynn served as the director of the Department of Planning and Building for the City of Oakland, California, from 2013-2016; the director of planning for Otak International in Abu Dhabi from 2011-2012; the director for the Department of Community Development for the City of Richmond from 2006-2011; and the director of the Department of Community Planning and Development for the City of Lynchburg from 1998-2006. Ms. Flynn has led efforts to develop award-winning master plans and city-wide general plans throughout her career. She has been honored with numerous awards from civic and professional organizations for implementing successful and complex plans, progressive environmental initiatives and innovative GIS/technology programs. Ms. Flynn holds a bachelor's degree in architecture and a master's degree in engineering management from Catholic University and a master's in public administration from Harvard University. Ms. Flynn is a licensed architect and a member of the American Institute of Architects.

[update?]The County is currently recruiting a Deputy County Executive for Public Safety. The previous incumbent retired in December, 2021.

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.

Christina C. Jackson was appointed Fairfax County's Chief Financial Officer (CFO) effective September 13, 2021. Prior to assuming the duties of CFO, Ms. Jackson served as Director of the Department of Management and Budget of the County (a role she maintains as CFO) since July 2019 and

served as Deputy Director from November 2015. Ms. Jackson received her bachelor's degree in Public Policy Studies and Political Science from Duke University and a Master of Public Affairs degree from the University of North Carolina at Greensboro. Ms. Jackson joined the Fairfax County Department of Management and Budget in December 2003 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.

### **County Employees**

As of July 2021, the School Board of Fairfax County, Virginia (the "School Board"), supported 24,839 full time equivalent positions. The County supported 12,003 full time equivalent positions in activities funded directly or supported by the General Fund and 1,290 full time equivalent positions employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System").

Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes.

As part of the 2020 legislative session, the Virginia General Assembly voted to provide localities the ability to collectively bargain with some public employees. The legislation was subsequently signed by the Governor with an amendment making this legislation effective May 1, 2021. The Board's Personnel Committee received a presentation about the framework of collective bargaining from the County's outside legal consultant on March 2, 2021, and held further discussions on this topic as part of follow on Personnel Committee meetings. At the May 25, 2021, Board of Supervisors meeting, County staff presented a draft collective bargaining ordinance for discussion. The Board held a public hearing on the collective bargaining ordinance on October 5, 2021, and approved it on October 19, 2021.

There are currently three County approved collective bargaining units: Police, Fire and Emergency Medical Services, and General Government. The funding of any resulting financial commitments is subject to annual appropriation by the Board of Supervisors. The Fairfax County Public Schools will separately establish its own collective bargaining framework for its employees.

## **GOVERNMENT SERVICES**

Reflecting its urban character, Fairfax County provides a comprehensive range of public services characteristic of its form of government under Virginia law and its integral position within the Washington metropolitan area. The following subsections describe principal governmental services and services performed in conjunction with other governmental entities.

## **General Government Administration**

The County government center complex is located in the Fairfax Center area and is accessible by U.S. Routes 50 and 29, near Interstate Highway 66. The 675,000 square foot government center houses core County services and agencies. Three adjacent County office buildings provide an additional 760,000 square feet of space and house primarily human services, community development and public safety agencies and departments of the County. The County also occupies a 135,000 square foot governmental center for delivery of County services in the southeast part of the County, and has six remote governmental centers throughout the County. The centers provide office space for members of the Board of Supervisors, personnel, police, and building inspectors, and provide meeting rooms for community activities.

In June 2021, the International City/County Management Association (“ICMA”) announced that it had awarded its Certificate of Excellence to Fairfax County for the twelfth consecutive year. The County is among only 28 jurisdictions across the nation being recognized for their superior efforts and results in performance measurement and management with this award – the organization’s highest level of recognition – from the ICMA Center for Performance Measurement™ (“CPM”). The Certificate of Excellence is the highest of CPM’s three levels of recognition, and pays special tribute to the County’s efforts in identifying and reporting to the public key outcome measures and surveying of residents and employees, as well as the pervasiveness of performance measurement in the County’s culture.

Fairfax County’s Annual Comprehensive Financial Report for the fiscal year ended June 30, 2020, received the Certificate of Achievement for Excellence in Financial Reporting for the 43rd year from the Government Finance Officers Association (“GFOA”). Fairfax County has also earned GFOA’s Distinguished Budget Presentation Award for the past 37 years. This award represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff to meet the highest principles of public budgeting. The Association of Public Treasurers of the United States and Canada (“APT”) has awarded the County certification for its investment policy every year since 1998, confirming that the County meets the high public investment standards set forth by the Association. Written investment policies submitted to the APT received vigorous peer team review for conformity with principles of sound investment management, careful public stewardship, and adoption of the profession’s best practices.

## **Public Schools**

Fairfax County Public Schools (“FCPS”) is the largest educational system in the Commonwealth and the tenth largest school system nationwide, ranked by enrollment. The system is directed by a twelve-person School Board elected by County residents to serve four-year terms. A student representative with a one-year term participates in the School Board’s discussions but does not vote. Because the School Board is not empowered to levy taxes or to incur indebtedness, the operating costs of FCPS are provided by transfers to the School Board from the General Fund of the County and the federal and Commonwealth governments (see “FINANCIAL INFORMATION – General Fund Summary” herein). Capital construction funding for public school facilities is provided primarily by the sale of general obligation bonds of the County.

The FCPS system is a high-quality system offering a variety of programs. There is a strong academic program for college-bound students. More than 92% of FCPS graduates self-reported plans to enroll in post-secondary educational programs. In addition to the traditional academic curriculum, the Thomas Jefferson High School for Science and Technology provides a four-year college preparatory program for students who have a strong interest and high aptitude in mathematics, science, computer science, engineering, or related professional fields. The school is designated as one of the Governor’s

magnet schools for science and technology, and students from other Northern Virginia counties are admitted on a tuition-paying basis.

FCPS also offers an extensive program for students pursuing opportunities in technical careers, with courses in business, health occupations, industrial technology, marketing, trade and industrial, and family and consumer sciences studies. In addition, there are special programs offered for gifted children and for students with disabilities spanning ages 2 through 21. FCPS also provides an extensive adult education program offering basic education courses and general education, vocational, and enrichment programs.

As of FY 2022, the School Board operates 192 schools and 7 special education centers:

#### Fairfax County Public Schools

<u>Type of School</u>	<u>Number of Public Schools</u>
Elementary School	142
Middle School	23
High School	22
Secondary School <sup>1</sup>	3
Alternative High School	2
Special Education Center	<u>7</u>
Total	199

Source: Fairfax County Public Schools FY 2022 Approved Budget

<sup>1</sup> Grades 7-12.

The number of students attending Fairfax County Public Schools increased overall between FY 2013 and FY 2021. Enrollment for FY 2021 was 190,634, an increase of 9,375 students over the FY 2013 enrollment. FY 2022 approved enrollment is 189,596 students.

#### Fairfax County Public Schools Enrollment

<u>Fiscal Year</u>	<u>Number of Public School Students</u>	<u>% Change</u>
2013	181,259	-
2014	183,895	1.45%
2015	185,914	1.10
2016	185,979	0.03
2017	186,842	0.46
2018	188,403	0.84
2019	187,521	(0.47)
2020	188,355	0.44
2021	190,634	1.21
2022	189,596	(0.54)

Source: Fairfax County Public Schools FY 2022 Approved Budget

The average per pupil expenditures based on FY 2021 budget operating costs for several Washington metropolitan area jurisdictions are as follows:

### Washington Metropolitan Area Per Pupil Expenditures

<u>Jurisdiction</u>	<u>Per Pupil Expenditures</u>
Arlington County	\$19,581
Falls Church City	19,228
Alexandria City	18,147
Montgomery County (Md.)	16,759
Fairfax County	16,505
Loudoun County	15,214
Manassas City	13,705
Prince William County	12,641
Manassas Park	12,057

*Sources:* FY 2021 Washington Area Boards of Education Guide; FCPS FY 2022 Approved Budget.

*Note:* Data not available for Prince George's County as part of the FCPS FY 2022 Approved Budget.

Of the Advanced Placement (AP) tests taken by FCPS students in 2020, 75% rated a score of 3 or above (on a grading scale of 1 to 5). In 2020, 36,169 AP tests were given, an increase of 1.2% from 2015. Students who score a 3 or above on at least three AP exams are recognized by the College Board as AP Scholars; the total number of FCPS students recognized as AP Scholars rose from 6,204 in 2015 to 6,548 in 2020.

For the 2019-2020 school year, FCPS' average SAT score was 1211, compared with the Virginia average of 1116 and the national average of 1051.

### Public Works

The Department of Public Works and Environmental Services ("DPWES") provides essential management, professional engineering, design, and construction services in support of the construction of roads, sidewalks, trails, storm drainage, sewers, street lights, bus shelters and public facilities (except schools, housing, and parks). DPWES is also responsible for the acquisition of land for, and timely construction of, public facilities projects contained in bond referenda questions approved by the voters of Fairfax County. See "DEBT ADMINISTRATION – Bond Referenda Authorization" herein.

The County's wastewater system provides sewer service to residents and businesses through a system of approximately 3,300 miles of sewer lines, 63 pumping stations, 57 metering stations and one treatment plant owned and operated by the County. Wastewater generated in the County is treated at one County-owned treatment facility (Noman M. Cole, Jr., Pollution Control Plant), four inter-jurisdictional treatment facilities (District of Columbia Water and Sewer Authority's Blue Plains Facility, and plants operated by the Upper Occoquan Sewage Authority, Arlington County, and Alexandria Renew Enterprises), and one private treatment facility (Harbor View Wastewater Treatment Plant). The County's treatment capacity in the six facilities totals 156.7 million gallons per day ("mgd"). In addition, the County has purchased 1.0 mgd from the Loudoun County Sanitation Authority and 0.1 mgd of capacity from the Prince William County Service Authority for future flow needs in the southern portion of the County. In July 2019, the County sold 0.5 mgd of its allocation at the Upper Occoquan Sewage Authority to the City of Manassas.

The County's stormwater management program is managed on a comprehensive watershed basis and consists of regulatory compliance, dam safety and facility rehabilitation, stream and water quality, emergency and flood control, conveyance system rehabilitation, contributory funding requirements and operating support. The stormwater system has multiple projects and initiatives underway in support of the County's environmental priorities.

DPWES manages and operates the I-95 Sanitary Landfill located on approximately 500 acres in the southern portion of the County. This facility is operated on a “special fund” basis, which utilizes tipping fees to pay for the operation and capital expenditures of the landfill. Since January 1, 1996, the landfill has been dedicated to the disposal of ash generated primarily by the incineration of municipal solid waste at the Arlington/Alexandria Energy-from-Waste Facility and the I-95 Energy/Resource Recovery Facility (“E/RRF”) located in Fairfax County. On older portions of the landfill, the County has initiated closure activities, which involve placing a synthetic or low permeability soil cap over the closed section of the landfill along with installation of landfill gas extraction wells and leachate collection systems. Capping activity has been completed on approximately 260 acres of the site. The closure project is a multi-phase construction project to continue through the remaining life of the facility. The County has established reserves for this purpose and has met the financial assurance requirements established by the Virginia Department of Environmental Quality regarding closure and post-closure care. Additional landfill requirements, whether debris or municipal solid waste, are met through separate contracts.

The E/RRF, which is operated by Covanta Fairfax, Inc., burns solid waste delivered to the facility from the County, other local governments, and merchants. The facility has a dependable electric capacity rating of 63 megawatts for sale to Dominion Virginia Power, although it has the ability to generate over 80 megawatts. Fairfax County and the Fairfax County Solid Waste Authority, which was created by the County, entered into a service contract in August 1987 with Ogden Martin Systems of Fairfax (now Covanta Fairfax, Inc.), under which Covanta Fairfax, Inc., was obligated to design, construct, operate, and maintain a 3,000 ton per day resource recovery facility at the I-95 Landfill Site. On April 11, 2014, the County and Covanta Fairfax, Inc. entered into a Waste Disposal Agreement (“WDA”) that became effective on February 2, 2016, and had an initial five-year term that has since been extended to February 1, 2026. Under the WDA, the County’s delivery commitment is 650,000 tons (as may be adjusted under the terms of the WDA). During FY 2020, the E/RRF processed 671,008 tons of material.

### **Water Supply Service**

Fairfax Water (“FW”) provides retail water service to residents of Fairfax County and the cities of Fairfax and Falls Church. In addition, FW supplies water for resale, principally in the City of Alexandria, Loudoun County, Prince William County, Fort Belvoir, Towns of Vienna and Herndon. The average total retail and wholesale population served by FW is estimated at 2,000,000 persons. FW, which operates the largest water system in the Commonwealth of Virginia, was established by the Board of Supervisors in 1957 to develop a comprehensive, County-wide water supply system through the acquisition of existing systems and the construction of new facilities. FW is an independent body administered by a ten-member board appointed by the Board of Supervisors. FW finances its capital improvements through the issuance of revenue bonds that are not backed by the full faith and credit of the County but principally repaid by revenues derived from charges for services rendered. Effective April 1, 2022, FW’s basic retail water charge is \$3.46 per 1,000 gallons, plus a quarterly service charge (effective April 1, 2022, \$14.95 for most single family homes and townhouses). To pay for treatment and pumping capacity which is used only during periods of high demand, FW also levies a peak use charge of an additional \$3.85 per 1,000 gallons (effective April 1, 2022), on customers who exceed their winter quarter consumption by 6,000 gallons or 30%, whichever is greater. There also are fees for initial connection to the system and for opening, closing, or transferring an account.

FW uses three sources of water supply (Occoquan and Potomac Rivers and the Washington Aqueduct), operates associated treatment, transmission, storage, and distribution facilities, and provides service to approximately 281,000 retail accounts in Fairfax County, with an average daily consumption of about 166 million gallons per day (“mgd”). The combined maximum daily capacity of the supply and treatment facilities is 376 mgd, which is sufficient to meet current demand.

Under an agreement with the Board of Supervisors, FW annually submits a 10-year capital improvement program which is reviewed and approved by the Board of Supervisors as part of the County's total capital improvement program. FW's 10-year Capital Improvement Program for FY 2022-2031 includes projects totaling \$962,599,000.

### **Environmental Initiatives**

In July 2019, the County launched its Office of Environmental and Energy Coordination ("OEEC") to advance environmental and energy priorities. The creation of the OEEC reflects the County's commitment to environmental and sustainability initiatives. The Sustainability Initiatives Report for Fiscal Year 2020 provides an overview of many of the projects and programs in support of the targets, goals and policies adopted by the Board of Supervisors. Additional information regarding OEEC, including its targets, goals, and policies, can be found at <https://www.fairfaxcounty.gov/environment-energy-coordination/>.

On July 13, 2021, the Board of Supervisors adopted a new greenhouse gas emissions reduction goal through the Carbon Neutral Counties Declaration. Led by Fairfax County, the Carbon Neutral Counties Declaration provides a mechanism for counties across the country to commit to operational emissions reductions. By signing the declaration, Fairfax County pledged to be energy carbon neutral by 2040, work with state and federal counterparts to advance this goal and to ensure it is implemented equitably.

Also on July 13, 2021, the Board of Supervisors adopted an update to the Fairfax County Operational Energy Strategy ("OES"), which includes an overarching goal of carbon neutrality. To significantly reduce the fossil fuel usage and resulting carbon emissions of County government operations, the updated OES sets ambitious goals across eleven focus areas and provides examples of supporting actions that can be taken to help achieve these reductions. All County buildings that begin design after July 13, 2021, will be designed in compliance with the OES. The full OES can be found on the County's website at:

<https://www.fairfaxcounty.gov/environment-energy-coordination/sites/environment-energy-coordination/files/assets/documents/fairfax-county-operational-energy-strategy-2021.pdf>

In addition, the Board of Supervisors and School Board formed the Joint Environmental Task Force, or JET, with the mission of joining the political and administrative capabilities of the county and the school system to proactively address climate change and environmental sustainability. The JET issued its Final Report in October 2020 with an overarching recommendation of energy carbon neutrality by 2040 and supporting recommendations in the areas of energy, transportation, waste and recycling, and workforce development. In October 2020, the Board of Supervisors accepted the JET's Final Report and directed staff to begin work on an implementation plan.

### **Transportation**

#### *General*

Fairfax County is served by various highway, rail, and air transportation facilities. The Capital Beltway (Interstate Highways 95 and 495), Interstate Highways 395 and 66 and the Dulles Toll Road provide access to all parts of the Washington metropolitan area and major surface transportation corridors along the eastern seaboard. The Washington Metropolitan Area Transit Authority ("WMATA") Metrorail system provides area residents with one of the largest and most modern regional transit systems in the world.

Two major airports serve the County with daily national and international service. Washington Dulles International Airport (“Dulles Airport”), located along the County’s western boundary, is also the site of a designated Foreign Trade Zone. Ronald Reagan Washington National Airport, located a few miles east of the County, is accessible by Interstate Highways 66 and 395. In 1987, control of these facilities was transferred by a 50-year lease from the federal government to the Metropolitan Washington Airports Authority (“MWAA”), a public authority created by inter-jurisdictional compact between the Commonwealth and the District of Columbia. In June 2003, the lease was extended to 2067.

Ground transportation receives significant attention from the County, primarily in an effort to relieve traffic congestion along the major arterials leading to Washington, D.C., and also to facilitate cross-County movement, connecting established and developing centers of commerce and industry. Recent efforts have included increased local funding for highway improvements, establishment of transportation improvement districts, creation of County transit systems, continued participation in WMATA, and other improvements which encourage increased use of Metrorail, bus services, and carpooling. The County also participates in a regional commuter rail system to expand transportation services available to County residents. In Virginia, the Commonwealth is generally responsible for highway construction and maintenance. However, highway improvement needs in Fairfax County far exceed the highway revenues available from the Commonwealth.

Since 1993, funding for County transportation projects has been received from Commonwealth bond financing, Federal Highway Reimbursement Anticipation Notes, Commonwealth general funds, fuel tax collections, County bond financing, Northern Virginia Transportation Authority tax collections and other revenue sources. A few of the many projects supported by these funding sources have included the Fairfax County Parkway, the County’s share of capital costs for the WMATA’s Metrorail system, the Dulles Toll Road, and improvements to U.S. Route 1, U.S. Route 29, I-66, I-95, I-495, the Fairfax County Parkway, State Route 7 and State Route 28.

#### *Metro Transit System*

Since 1970, Fairfax County and the other major political subdivisions in the Washington, D.C., metropolitan area have contracted with WMATA to finance, construct and operate a 103-mile Metrorail subway and surface rail transit system. Funding for the construction of the Metrorail system has come from direct Congressional appropriations and by direct local contributions. Five Interim Capital Contributions Agreements between WMATA and the participating political jurisdictions were executed to fully fund and complete the original 103-mile adopted regional system. In July 2014, 11.5 miles of the Silver Line extension were completed and began operation. On November \_\_, 2022, an additional 11.6 miles were added to the system with completion of Phase II of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport and the final terminus in Loudoun County.

WMATA’s Board of Directors periodically adopts a Capital Improvement Plan (“CIP”), which prioritizes and maintains the existing capital plant and rolling stock of the Metrobus and Metrorail systems. The regional counter-parties to WMATA periodically agree to updated funding agreements regarding their portion of capital priorities and infrastructure renewal projects. The County issues bonds as the primary source of the County’s share of WMATA’s CIP.

In 2018, the Virginia General Assembly adopted legislation to provide annual dedicated funding sources to WMATA to address long-term capital needs. Revenue sources previously dedicated to the Northern Virginia Transportation Authority for the Transient Occupancy Tax and Grantor’s Tax, in addition to redirecting two statewide revenue sources (state recordation tax currently used to pay bonds from the Northern Virginia Transportation District Fund and motor vehicle rental tax revenues), have been redirected

to WMATA. Also, a price floor on the regional gas tax was established to provide further dedicated funds to WMATA.

The County's operating assistance to WMATA is funded from the General Fund, gasoline tax receipts, and State aid. Fairfax County's share of the bus and rail operating subsidies for FY 2013-FY 2022 are shown in the following table:

**Fairfax County WMATA Operating Subsidies**  
(Millions of Dollars)

<u>Fiscal Year</u>	<u>Bus Operations<sup>1,2</sup></u>	<u>Rail Operations<sup>1</sup></u>	<u>ADA Para-transit<sup>1</sup></u>	<u>Less State Aid<sup>3</sup></u>	<u>Less Gas Tax Receipts<sup>4</sup></u>	<u>Adjustments and Interest Applied</u>	<u>Net General Fund</u>
2013	\$48.829	\$26.209	\$12.424	\$49.734	\$28.568	\$0.056	\$9.104
2014	52.118	34.952	13.351	63.893	23.274	4.119	9.135
2015	53.349	39.271	13.367	69.971	24.501	1.974	9.541
2016	57.820	46.666	13.661	91.867	17.262	0.168	8.850
2017	63.200	42.186	13.262	91.247	15.841	0.701	10.859
2018	63.732	58.237	13.417	106.977	16.631	0.874	10.904
2019	63.106	62.230	14.884	108.403	18.407	1.039	12.371
2020	65.273	70.136	20.803	95.546	18.287	1.292	41.087
2021	59.549	74.167	20.157	73.907	18.000	0.300	61.666
2022	65.490	88.500	23.010	118.942	18.000	5.000	35.058

Sources: Fairfax County Department of Transportation and Department of Management and Budget

<sup>1</sup> The amounts shown for operating subsidies represent actual disbursements in those years. Adjustments based on final WMATA annual audited figures are incorporated in the fiscal year in which the credit for an overpayment was applied or a debited amount was paid rather than the fiscal year in which the credit or debit was earned. Fiscal Years 2013-2020 are actual amounts, and FY 2021 and FY 2022 are estimates.

<sup>2</sup> Includes other service enhancements.

<sup>3</sup> Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

<sup>4</sup> A 2% retail gasoline tax is dedicated to mass transit costs in those Northern Virginia jurisdictions covered by the Northern Virginia Transportation Commission ("NVTC"). The receipts from this tax are paid to NVTC, which then allocates these funds to participating jurisdictions for payment of transit operating, capital and debt service costs.

### *Tax Districts*

Transportation improvement districts provide another source of funding for transportation improvements in the County. The County, together with Loudoun County, a neighboring jurisdiction, formed the Route 28 Highway Transportation Improvement District (the "Route 28 District") in 1987 to accelerate highway improvements proposed by the Commonwealth to State Route 28. State Route 28 runs approximately parallel to the County's western border and connects State Route 7 in eastern Loudoun County to U.S. Route 50 and Interstate Highway 66 in western Fairfax County. The initial improvements, which consisted of expanding State Route 28 from two to six lanes, with additional turning lanes, are now complete. State Route 28 provides access to Washington Dulles International Airport, as do the Dulles Access Road and the Dulles Toll Road, both of which connect the Capital Beltway to Dulles Airport. Such improvements were financed from proceeds of a special improvements tax (the "Route 28 Special Improvements Tax") collected from owners of real property zoned for commercial and industrial use in the Route 28 District and bonds issued by the Fairfax County Economic Development Authority (the "EDA") secured by the Route 28 Special Improvements Tax collections.

In 2001, the Virginia General Assembly enacted legislation permitting the creation of one or more special transportation taxing districts located between the West Falls Church Metrorail station and the Dulles Airport area to provide a means of financing an extension of rail service in the Dulles Corridor. The structure of any such district is modeled after the existing Route 28 District. In February 2004, pursuant to a petition submitted by landowners representing a majority of the assessed value of property zoned for commercial or industrial use in the Tysons and Reston commercial districts, the Board of Supervisors formed the Phase I Dulles Rail Transportation Improvement District (the “Phase I District”) to provide funds to support the County’s share of Phase I of a proposed expansion of the Metrorail system to Dulles Airport and beyond (“Phase I”). Funds for financing the County’s \$400 million share of the Phase I expansion of the Metrorail system are provided from a real estate tax levy on all property zoned for commercial and industrial use in the Phase I District (the “Phase I Special Improvements Tax”). In December 2013, the County provided to MWAA its required \$400 million share for the Phase I Project from the proceeds of the Phase I Special Improvements Tax and from bonds issued by the EDA secured by the Phase I Special Improvements Tax collections. Metrorail service for Phase I began in July 2014.

Phase II of the Silver Line expansion of the Metrorail system (“Phase II”) will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. In October 2009, the County received a valid petition to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts to provide \$330 million toward the County’s portion of the Phase II financing. The Phase II tax district was approved by the Herndon Town Council on November 11, 2009, and by the Fairfax County Board of Supervisors on December 7, 2009. On May 9, 2014, the United States Department of Transportation (“USDOT”) approved an application of the County to receive loans in the aggregate principal amount of up to \$403,274,894 plus capitalized interest to fund County obligated Phase II project costs (the “TIFIA Loan”). The TIFIA Loan closed on December 17, 2014. As of June 30, 2021, the outstanding balance on the TIFIA Loan, including accrued interest, was \$447,480,044. [update for November prepayment]

#### *County Transit Systems*

Within the County, the Fairfax Connector System provides feeder bus service to Metrorail Stations. The Fairfax Connector operates 84 routes to 13 Metrorail Stations, which include the Dunn Loring, Crystal City, Franconia-Springfield, Huntington, McLean, Pentagon, Pentagon City, Spring Hill, Tysons Corner, Van Dorn Street, Vienna, West Falls Church, and Wiehle-Reston East stations. Private contractors operate and maintain the service and have the responsibility to employ and supervise all transit personnel, while the Board of Supervisors maintains control and approves all policies for bus service such as routes and service levels, fare structures, and funding assistance. The Fairfax Connector System is supported from General Fund and fare box revenues. FY 2021 actual results also include support of \$7.6 million from State aid. The Fairfax Connector carried approximately 6.8 million passengers in FY 2020. FY 2021 ridership is projected to be approximately 7.1 million, and FY 2022 ridership is anticipated to be approximately 7.1 million. Fairfax Connector System expenditures totaled approximately \$101.3 million in FY 2021, and are projected to be \$140.3 million in FY 2022, including capital expenditures. The County runs three permanent maintenance and garage facilities for the Fairfax Connector System, with bus operations management provided by a third-party contractor.

#### *Commuter Rail*

Fairfax County is a member of the Northern Virginia Transportation Commission and, in cooperation with the Potomac and Rappahannock Transportation Commission, is a participating jurisdiction in the operation of the Virginia Railway Express (“VRE”) commuter rail service. As of July 2021, the service consisted of eight peak period trips from south of the County in Spotsylvania County to north of the County in the District of Columbia and six peak trips that run from west of the County in the City of Manassas to north of the County in the District of Columbia. Under a Master Agreement among

VRE's participating jurisdictions, the County is to contribute to capital, operating, and debt service costs of the VRE on a pro rata basis according to its share of ridership. The County's share of the FY 2022 commuter rail operating and capital budget is \$6.4 million.

### **Parks, Recreation and Libraries**

Fairfax County provides a variety of recreational, educational, and cultural activities and services. In FY 2020, the Fairfax County Public Library system (the "Library System") made more than 8.9 million loans and recorded more than 3.1 million visits to its 23 branches, and reported more than 2.3 million user visits to its web site, reduced as a result of the COVID-19 pandemic from the prior fiscal year's 10.9 million loans, 4.5 million visits and 3.0 million user visits to its web site. The Library System offers free events and activities, including puppet shows for toddlers, story time for school-aged children, book discussion groups for teens, author visits for adults, and English conversation classes for English for Speakers of other Languages customers (or new arrivals). The Library System also makes library services available and accessible to people who have disabilities or are homebound.

The Department of Neighborhood and Community Services provides a variety of recreational, community, and human services for County residents. These services include senior adult programs and centers, therapeutic recreation services for individuals with disabilities, a variety of youth programs including recreational activities at youth centers, community-based recreational opportunities, support for Fairfax County's various volunteer sports councils and leagues, and a variety of volunteer opportunities.

Fairfax County also operates an extensive park system that provides a variety of recreational activities and facilities. Under the direction of a 12-member Park Authority Board appointed by the Board of Supervisors, the Fairfax County Park Authority ("FCPA") works with constituents, government leaders and appointees to implement Park Authority Board policies, preserve and protect natural and cultural resources, and facilitate the development of park and recreation programs and facilities. FCPA oversees operation and management of a 23,607-acre County park system with 427 parks, nine recreation centers, eight golf courses, an ice skating rink, 209 playgrounds, 668 public garden plots, five nature centers, three equestrian facilities, 452 FCPS athletic fields, 43 synthetic turf fields, 263 Park Authority-owned athletic fields, 82 historic sites, two waterparks, a horticultural center, and more than 334 miles of trails. In FY 2020, FCPA welcomed almost 19.5 million visitors to parks, groomed fields for more than 200 youth and adult sports organizations, improved its trail system, and worked to control non-native invasive plants, promote native species and preserve woodlands and green open spaces.

FCPA charges fees for the use of certain park facilities including the recreation and fitness centers, classes, camps, programs and golf courses, which are operated on a cost recovery basis, and represent approximately 65% of FCPA's funding. The remaining operating funds are appropriated by the Board of Supervisors from the County's combined general fund, providing the main operating funds for natural and cultural preservation and protection, administrative tasks, general access parks, planning and development, and park maintenance and operations. User fees do not cover the cost of new development of facilities, land acquisition, or the major renovation of existing facilities. These improvements are funded primarily through revenue bonds and general obligation bonds. General obligation bonds are primarily used for the renovation of existing facilities.

The Northern Virginia Regional Park Authority ("NVRPA"), an independent entity in which the County participates, operates 31 parks covering approximately 12,000 acres throughout Northern Virginia including the County. NVRPA is continually in the process of completing, acquiring, developing, or expanding its regional park facilities.

## Community Development

The Fairfax County Redevelopment and Housing Authority (“FCRHA”) was established in 1966 to meet low and moderate income family housing needs. It owns or administers housing developments in Fairfax County with staff and funding provided from County, federal, Commonwealth, and private sources. As of June 2021, the FCRHA owns or operates 94 properties, which are comprised of over 3,800 apartments, townhouses, senior retirement homes, assisted living facilities, and specialized housing units. The FCRHA also owns other specialized housing such as mobile home pads and beds in group homes. The FCRHA also administers 5,199 federal Housing Choice Vouchers and Rental Assistance Demonstration-Project Based Vouchers. In addition, effective July 1, 2021, the U.S. Department of Housing and Urban Development (“HUD”) awarded the FCRHA 169 Emergency Housing Vouchers as part of the American Rescue Plan of 2021. In FY 2021, more than 17,000 people were served through the FCRHA’s major affordable housing programs: the Housing Choice Voucher (HCV) and the Rental Assistance Demonstration-Project-Based Voucher (RAD-PBV) assistance programs and the Fairfax County Rental Program (FCRP). In FY 2021, the average income of households served in these programs plus the local Bridging Affordability tenant subsidy program was approximately \$22,725, or 22% of Area Median Income for a family of two (the average size of the households served). This meets HUD’s definition of “extremely low income.”

The FCRHA has provided various financing resources to developers to help create or preserve privately owned multifamily developments. The FCRHA has issued fixed-rate bonds for 45 multifamily financings totaling approximately \$680 million. The Board of Supervisors adopted the Countywide and Tysons Workforce Dwelling Unit Administrative Policy Guidelines (the “WDU Policies”) in 2007 and 2010, respectively. In February 2021, the Board of Supervisors approved an amendment to the WDU Policies to lower the eligibility threshold of the committed rental units from the previous limit of 120 percent of the Area Median Income (“AMI”) to households earning between 60 and 80 percent of AMI.

The WDU Policies were designed to encourage the development of rental and for-sale units affordable to households with a wide range of income throughout the County. The WDU Policies provide a proffer-based incentive system that encourages the voluntary development of WDUs in the County’s high-density areas in exchange for a “density bonus” in these areas consistent with its Comprehensive Plan. The current WDU Policies create between 8 to 20 percent of total new units as WDUs for households earning up to 120 percent of the Area Median Income and allow a maximum density bonus of up to 20 percent. As of October 1, 2021, the WDU Policies have produced approximately 1,773 WDUs (1,747 rental and 26 for-sale).

In 2019, the Board established a WDU Policy Task Force to evaluate the WDU Policies to ensure the WDUs provided would enable housing affordability in the County. The WDU Policy Task Force presented its policy recommendations to the Board in June 2020. In July 2020, the Board authorized consideration of a Comprehensive Plan Amendment based on the WDU Policy Task Force’s policy recommendations. The Board approved the Comprehensive Plan Amendment on February 23, 2021.

Other County services include efforts to increase local employment opportunities by encouraging and retaining business and industrial development through the County’s EDA. On July 1, 2007, the County established an Office of Community Revitalization and Reinvestment (“OCR”). The mission of the OCR is to facilitate strategic redevelopment and investments within targeted commercial areas of the County that align with the community vision, and improve the economic viability, appearance and function of those areas. Among other initiatives, the OCR is charged with working with property owners and the community to facilitate interest and participation in commercial development activities, and to develop public/private partnerships that further the County’s revitalization, redevelopment, and reinvestment efforts. As part of

the FY 2020 Adopted Budget Plan, OCR and the Department of Planning and Zoning were merged into the newly created Department of Planning and Development.

## **Health and Welfare**

The County provides services designed to protect, promote, and improve the health and welfare of Fairfax County citizens through a decentralized human services program. Based on individual needs, County human service centers define a comprehensive assistance plan that utilizes the services provided by all County departments. The County operates human service centers in locations convenient to residents to provide financial, medical, vocational, and social services. The Fairfax-Falls Church Community Services Board (“CSB”) is responsible for planning, organizing, and providing services to individuals who have a mental illness, intellectual disability, or a substance use disorder. The CSB provides state mandated services to assist, improve, and maximize the potential of individuals affected by these conditions and strengthen their capacity for living self-determined, productive, and valued lives. The CSB is part of the Fairfax County Human Services System providing its services at many sites throughout the County, including seven community mental health centers, several outpatient sites, a detoxification center, group homes, consumer-operated drop-in centers, and several specialized residential treatment sites.

The County also provides subsidized day care programs for older adults and children of low-income families, two special needs centers that serve emotionally disturbed or physically challenged children, and group homes for youth with serious emotional disturbances. Residential treatment services are also offered in the areas of substance abuse as well as substance abuse outpatient and specialized day treatment programs. Vocational and residential programs are also available for adults with intellectual disabilities and serious mental illness.

Financial assistance and social services are available to eligible residents. For low-income families and individuals, the Department of Family Services (“DFS”) administers federal, Commonwealth, and local programs, such as public assistance, employment and training, and subsidized child care, as well as programs targeted to at-risk children, such as child abuse prevention, Child Protective Services, Foster Care and Adoption, and services purchased under the Comprehensive Services Act. For older adults, DFS also administers programs that include federal funds granted to localities, Commonwealth funds and additional support from the County. The federal and state governments partially reimburse DFS for the cost of administering the programs based on an annual allocation to the County as well as program costs. DFS operates the County’s School-Age Child Care (“SACC”) program in 139 centers located in 136 Fairfax County public schools, one FCPS community building, one County recreation center, and one County community center. Approximately 11,000 children participate in before-and-after-school SACC programs during the school year and in full-day programs in the summer and during school vacations. Since FY 1986, the County has provided a comprehensive County transportation service, Fastran, for qualified elderly, disabled, and low-income persons. Transportation is provided by bus, van, or cab on a door-to-door basis to County programs, medical care, grocery stores, and other destinations.

## **COVID-19 Matters**

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to a large number of other countries, including the United States, and to the Commonwealth and was declared a pandemic by the World Health Organization on March 11, 2020. The COVID-19 (Coronavirus) pandemic quickly and significantly changed the economic outlook across the country and the world, including within the County. On March 12, 2020, the Governor declared a state of emergency in the Commonwealth. Following such declaration, the Governor imposed a range of restrictions designed to mitigate the spread of COVID-19, including physical distancing, teleworking and

universal mask-wearing requirements. In the spring of 2021, the Governor lifted many of the restrictions previously imposed. As of June 30, 2021, the state of emergency expired.

Throughout the pandemic, the County carefully and conservatively managed its financial position using multiple strategies. For example, in Spring 2020, County agencies were requested to defer all non-critical expenditures for the remainder of FY 2020 and all revenue categories were closely monitored. Additional budget reviews with the Board of Supervisors Budget Committee were added to the calendar to implement and enact changes, as needed, and to appropriate the funds received from federal stimulus acts. Additionally, the County identified savings that were set aside in a new General Fund Pandemic Reserve.

Fairfax County Public Schools (“FCPS”) provided primarily virtual learning from March 2020 through January 2021. FCPS successfully completed a month-long hybrid return of students and staff to FCPS buildings between February 16, 2021, and March 16, 2021. FCPS also participated in the winter sports season, and several high schools have phased in student activities for the remainder of the school year. FCPS returned to five days a week of in-person learning in Fall 2021.

The County and its services remained open and available throughout the pandemic. In providing these services, the County continues to follow public health guidance such as requiring face masks inside all County facilities. On September 3, 2021, the County provided notification that it will require all employees to be fully vaccinated or submit to weekly testing as a condition of employment by October 11, 2021. Employees who have already been vaccinated were to submit verification by September 24, 2021. All unvaccinated employees, with or without a religious or medical exemption, will be required to submit to weekly testing. Test kits will be distributed to unvaccinated employees through multiple sites throughout the County. The tests will be self-administered and collected on a scheduled basis from assigned distribution sites. Testing costs will be paid by the County.

The financial and operating data contained in this Official Statement are as of the dates and for the periods indicated, a portion of which were prior to the outbreak of the COVID-19 pandemic. Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 pandemic on the County’s general economic and financial condition.

### **County Stimulus Funding**

As of November, 2021, the County has received, or is anticipated to receive \$675.2 million of stimulus funds to support the County’s response to the COVID-19 pandemic, which includes \$200.2 million from the CARES Fund, \$35.8 million anticipated as a result of approved Federal Emergency Management Agency (“FEMA”) reimbursements, \$216.3 million in grants and other awards, and \$222.9 million anticipated through the American Rescue Plan Act (“ARPA”), which was signed into law on March 11, 2021. In addition, Fairfax County Public Schools has been awarded or anticipates funding of \$326.5 million as described below.

Per the federal Consolidated Appropriations Act of 2021 enacted on December 27, 2020, the deadline for the use of Coronavirus Relief Fund money was extended from December 30, 2020, to December 31, 2021. As of November, 2021, \$197 million of the County’s \$200.2 million has been encumbered or expended to the following areas: Relief Initiative to Support Employers (RISE) Grant program to small businesses and non-profits, the County’s public health response and contact tracing program, support for County residents requiring assistance for basic needs, medical isolation program for vulnerable residents, support for County small businesses and non-profits, costs related to personal protective equipment and enhanced sanitation practices, expenses related to expanded telework options for County employees, and support for the towns of Herndon, Vienna, and Clifton.

The County has submitted and has been approved for reimbursements totaling \$35.8 million through FEMA. County expenses incurred were for personal protective equipment, disinfectant, non-congregate sheltering, and cleaning supplies.

The County has also been awarded \$216.3 million in grants and other awards, for the County and for the Fairfax County Public Schools, to support pandemic response efforts. Notable funding allocations were provided to the following areas. The County also received notification from WMATA of \$26 million in funding from the Federal Transit Administration (FTA) through the CARES act to support the County's Connector bus transit system. The Virginia Department of Health has provided the County approximately \$40 million to support the County's contact tracing program, COVID-19 testing, support for community health workers, and the hiring of additional County epidemiologists. The County also received notification that it has been awarded \$70 million in Emergency Rental Assistance to aid households unable to pay rent and utilities due to COVID-19. The \$80.3 million balance of funding covers a number of County areas including support for low-income housing, utility payment relief, public safety personnel, and workforce development.

Additionally, the County is projected to receive \$222.9 million in additional direct federal assistance through ARPA. On June 8, 2021, the Board of Supervisors approved the \$111.5 million appropriation of the first tranche of funding received through the ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The second tranche is expected no earlier than twelve months following the first payment. Allowable uses of ARPA funds include the response efforts and revenue losses incurred as a result of COVID-19. The County has developed an initial spending plan which includes expenses relating to public health response, small business assistance, workforce development, and affordable housing investments. The deadline to spend these funds is December 31, 2024, and cannot be used to offset revenue losses resulting from tax rate reductions or to make pension plan payments.

The Fairfax County Public Schools has been awarded or anticipates funding of \$326.5 million. This includes \$294.3 million in Elementary and Secondary School Emergency Relief (ESSER) Funds from the United States Department of Education and \$32.2 million from the Governor's allocation of federal CARES money to assist public schools in Virginia.

County staff continue to provide periodic stimulus funding reports to the Board of Supervisors, and abide by all federal reporting requirements.

### **Judicial Administration**

Fairfax County's court system is one of the most sophisticated systems in Virginia in its use of advanced case management techniques and rehabilitation programs. The County uses automated systems to support case docketing and record retrieval, electronic filing and imaging in the land recordation process, juror selection, service of notices and subpoenas, and the processing of criminal and traffic warrants and collecting delinquent tax obligations.

The County has undertaken rehabilitation efforts through the Juvenile and Domestic Relations District Court and the Office of the Sheriff. These efforts include work training programs and counseling services for both adult and juvenile offenders. Additionally, residential treatment services are provided for juvenile offenders, and a work release program is provided for offenders confined in the County's Adult Detention Center.

## **Public Safety**

A number of agencies share responsibility for public safety in Fairfax County. The Police Department, which is responsible for law enforcement, has an authorized strength of 1,517 police officers and 322 civilian personnel, with 10 positions supported by grant funding, effective July 1, 2021. The Police Department is accredited by the Virginia Law Enforcement Professional Standards Commission, which signifies the Police Department's compliance with standards that are specific to Virginia law enforcement operations and administration. The commanders of the eight police district stations located throughout the County have considerable latitude to tailor their operations to provide police services in ways most responsive to the needs of their respective communities, including community policing endeavors. The department has specialized units that operate as both standing (staffed full time) and non-standing units (staffed as needed), including the Helicopter Division, which operates two helicopters to provide support to general police operations, traffic monitoring, emergency medical evacuation, and rescue support; the Criminal Intelligence Unit, which provides an effective response to organized criminal activity including terrorist-related, gang, and bias crimes; the Gang Unit, which provides regional leadership directed at combating gang crime through prevention and enforcement initiatives; and the Language Skills Support Unit, which serves to bridge the gap in the diverse cultures in the community by providing language support for the successful resolution of major criminal investigations.

Over the past 10 years, the County has maintained one of the lowest rates of serious crimes among jurisdictions in the Washington metropolitan area and among comparable suburban jurisdictions throughout the United States. Additionally, the Police Department has continually attained a clearance rate for violent crimes such as murder, rape, and robbery far above the national averages for such offenses. At the same time, Fairfax County has maintained one of the lowest per capita costs for police services of all the local jurisdictions in the Washington metropolitan area.

Fire and rescue services are provided by 1,426 paid uniformed personnel, 186 paid civilian support personnel, and approximately 300 operational volunteers as of July 1, 2021. The County operates 38 fire and rescue stations. The department operates various specialty units, including paramedic engine companies, a hazardous materials response unit, a technical rescue operations team, an arson canine unit, and a water rescue team whose members are certified in swift water rescue. The department also supports regional, national, and international emergency response operations through maintaining and supporting the Urban Search and Rescue Team ("US&R"). US&R operates under the auspices of the Department of Homeland Security for domestic responses and is sponsored by the United States Agency for International Development/Office of Foreign Disaster Assistance for international deployments. In addition to emergency response, the department provides various non-emergency services.

In May 2004, the Office of Emergency Management was established as a separate agency serving as the County's focal point for emergency preparedness and internal and external coordination to respond to natural, technological, and terrorist-related emergencies. Employees provided emergency management services for Fairfax County, including the Towns of Clifton, Herndon and Vienna. The major areas of focus include emergency management planning and policy, the County-wide emergency training and exercise program, public preparedness and education, and enhancement of response and recovery capabilities.

## **ECONOMIC FACTORS**

### **Economic Development**

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority ("EDA"), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and

expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs and assists in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at over 119.0 million square feet as of year-end 2020. At that time, construction activity totaled approximately 2.7 million square feet. The direct vacancy rate for the office market was 14.6 percent as of year-end 2020. Including sublet space, the office vacancy rate was 15.5 percent.

The base of technology-oriented companies, particularly in computer software development, computer systems integration, telecommunications, and Internet-related services, has served as a magnet for the expansion and attraction of business and professional services. Government contractors, as well as diversified business and financial services, have added to the demand for prime office space in a number of key employment centers throughout the County.

Federal civilian employment in the County makes up 4.1 percent of the total jobs in the County. Federal employment declined slightly in 2020. Due to the COVID pandemic, overall employment declined 4.9 percent in 2020 after increasing 1.6 percent in 2019 and 1.8 percent in 2018. For 2020, employment in the County decreased by 30,587. Employment losses were high in the Leisure and hospitality sector, while employment decreased by just 0.5 percent in the Professional and business services sector. County General Fund Revenue decreased 1.3 percent in FY 2021 primarily because the amount of pandemic-related revenue received from the federal government declined in FY 2021 compared to FY 2020. Absent this pandemic-related revenue, actual FY 2021 revenue increased by 0.7 percent over FY 2020. Real estate tax receipts rose 3.7 percent while current personal property tax receipts decreased 1.3 percent. Current business professional and occupational license (“BPOL”) tax revenue decreased 1.5 percent. The combined consultant and business license categories, which represent almost 45 percent of total BPOL receipts and include federal contractors, increased 4.3 percent over the FY 2020 level. The remaining categories fell a combined 8.5 percent. Sales tax receipts rose 2.8 percent over the FY 2020 level.

There are over 120 hotels in the County, totaling over 19,700 hotel rooms. Hotel development parallels commercial construction in terms of diversity of concept and design with a variety of product and service mixes (all-suites, business meeting facilities, and leisure facilities) in the marketplace.

Improvements to the County’s transportation system, including increased service levels at Washington Dulles International Airport, helped increase corporate activities dependent on immediate access to travel throughout the region, country, and world. The Metrorail service extension (the Silver Line) from the East Falls Church station, through Tysons through Dulles Airport, to Route 772 in Loudoun County will continue to help foster economic growth.

The Board of Supervisors and the County actively support revitalization and redevelopment throughout the County, particularly in its more mature business areas. Many enhancements have been made to the residential and commercial neighborhoods in Annandale, Bailey Crossroads/Seven Corners, the Lake Anne section of Reston, the Springfield and McLean central business districts, Merrifield, and the Richmond Highway corridor in the southeastern portion of the County. A number of capital improvement projects and other construction in process or already completed have improved the appearance and quality of life of these communities.

The most notable area of redevelopment in the County, Tysons – Fairfax County’s “downtown” – is undergoing a transformative land-use replanning effort. Spurred by the Metrorail expansion project, the County is working to set the stage for Tysons’s evolution into a more urban-scale, pedestrian-friendly

environment, with more housing, recreation and open space in addition to more-dense office and retail development. Tysons currently has over 38.5 million square feet of office, retail, and other commercial space and is behind only downtown Washington’s Central Business District and the East End submarkets in the entire Washington D.C. metropolitan area in total office inventory, and has 15.1 million square feet of residential space. Now that Phase I of the Metrorail expansion has been completed, it is expected that Tysons will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades. County staff, in cooperation with private participants, created a 501(c)(6) membership organization known as the Tysons Partnership in January 2011. The Tysons Partnership provides a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance. On January 8, 2013, the Board of Supervisors established, by ordinance, the Tysons Transportation Service District No. 1 (the “Tysons Service District”) to provide transportation infrastructure and transit services within Tysons. As the governing board of the Tysons Service District, the Board of Supervisors is empowered to levy and collect a tax on any property within Tysons Service District’s boundaries to finance the transportation infrastructure and transit services projects. The tax rate of \$0.04 per \$100 of assessed value was adopted by the Board of Supervisors as part of the FY 2014 Adopted Budget Plan, and this rate remained unchanged as part of the FY 2015 Adopted Budget. However, in the FY 2016 Adopted Budget Plan, the tax rate increased one cent from \$0.04 to \$0.05 per \$100 of assessed value. The tax rate has remained unchanged at \$0.05 per \$100 of assessed value from FY 2017 through the FY 2022 Adopted Budget Plan.

### **Employment**

As of the first quarter of 2021, there were more than 37,000 payroll business establishments (units) including global, corporate and regional headquarters, technology firms, sales and marketing offices, and business services located in Fairfax County, employing over 592,000. Local businesses create employment in diversified areas like computer software development and systems integration, technical services, management consulting, government contracting, Internet-related services, wholesale and retail trade, and financial services.

The following table presents data on the average number of payroll establishments and employment by major industry classification in Fairfax County as of the first quarter of 2021.

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**Businesses and Employment by Industry  
Fairfax County, Virginia<sup>1</sup>**

<b><u>Industrial Classification</u></b>	<b><u>Number of Establishments</u></b>	<b><u>Average Payroll Employment for Quarter</u></b>
Agriculture, Forestry, Fishing and Hunting	17	52
Mining, quarrying, and oil and gas extraction	11	73
Utilities	24	1,275
Construction	2,312	23,154
Manufacturing	447	4,920
Wholesale Trade	1,057	13,571
Retail Trade	2,578	48,306
Transportation and Warehousing	388	12,838
Information	918	21,178
Finance and Insurance	1,675	27,793
Real Estate and Rental and Leasing	1,696	9,339
Professional and Technical Services <sup>2</sup>	10,127	158,528
Management of Companies and Enterprises	359	20,761
Administrative and Waste Services	1,938	42,025
Educational Services	715	10,139
Health Care and Social Assistance	4,171	58,831
Arts, Entertainment, and Recreation	415	4,794
Accommodation and Food Services	2,227	33,036
Other Services except Public Administration	5,253	17,697
Unclassified	975	1,908
Federal Government, all industries	139	26,543
State Government, all industries	28	9,000
Local Government, all industries	<u>70</u>	<u>47,058</u>
Total	37,540	592,819

Source: Virginia Employment Commission, Quarterly Census of Employment and Wages, Fairfax County, first quarter of 2021

<sup>1</sup> Excludes self-employed business owners.

<sup>2</sup> The Professional and Technical Services category includes professional and technical services, health care and social assistance, management services, educational services, accommodation and food services, arts, entertainment and recreation, administrative and waste services, and membership organizations and trade associations.

The following is a list of the 40 largest private, base sector (non-retail) employers as of January 2022. Companies are alphabetized in their size category.

**Largest Private Employers in Fairfax County**

**5,000-10,000+ Employees**

<b><u>Company Name</u></b>	<b><u>Type of Business</u></b>
Amazon	Professional, Scientific and Technical Services
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Capital One*	Financial Services
Freddie Mac*	Financial Services
General Dynamics*	Professional, Scientific and Technical Services
Inova Health System*	Health Care
SAIC*	Professional, Scientific and Technical Services

**1,000-4,999 Employees**

<u>Company Name</u>	<u>Type of Business</u>
Accenture	Professional, Scientific and Technical Services
Alarm.com	Professional, Scientific and Technical Services
Appian	Professional, Scientific and Technical Services
AT&T	Information
BAE Systems	Professional, Scientific and Technical Services
Bechtel	Professional, Scientific and Technical Services
Boeing Company	Professional, Scientific and Technical Services
CACI	Professional, Scientific and Technical Services
Carahsoft*	Professional, Scientific and Technical Services
Catholic Diocese of Arlington	Other Services
CGI Federal	Professional, Scientific and Technical Services
Deloitte	Professional, Scientific and Technical Services
Ernst & Young	Financial Services
Fannie Mae	Financial Services
HCA Virginia	Health Care
IBM	Professional, Scientific and Technical Services
ICF International	Professional, Scientific and Technical Services
ID.me	Professional, Scientific and Technical Services
Kaiser Permanente	Health Care
KPMG	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
ManTech International*	Professional, Scientific and Technical Services
Microsoft	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Financial Services
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
Peraton	Professional, Scientific and Technical Services
Quest Diagnostics	Health Care
Sunrise Senior Living*	Health Care
United Parcel Service	Transportation
Volkswagen	Wholesale Trade

Source: Fairfax County Economic Development Authority, List of 40 Largest Employers January 2022. Excludes public-sector and retail entities. Employment figures are for company facilities in Fairfax County only. Additionally, these numbers include employees, not independent contractors. Type of Business description for each firm is based on two-digit North American Industry Classification System (NAICS) codes. Companies may have business activities in other two-digit NAICS sectors.

\*Company with headquarters in Fairfax County.

A list of the top ten new or expanded office projects within the County announced in the third quarter of 2021 is shown below:

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### New or Expanded Commercial Projects

<b><u>Name of Company</u></b>	<b><u>Type of Business</u></b>	<b><u>Projected New/Additional Employment</u></b>
NetImpact Strategies	Information technology	62
Intrepid Solutions and Services	Information technology	20
Datastrong	Information technology	19
Global Guardian	Security	19
IT Concepts	Information technology	19
Siege Technologies	Cybersecurity	18
TechnoMile	Information technology	18
Cloudpermit (Finland)	Information technology	10
ESB Advertising	Marketing/PR	7
Settle Down Easy Brewery	Hospitality/Manufacturing	7

Source: Fairfax County Economic Development Authority

Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. The following table shows the average annual unemployment rate in Fairfax County as compared to Virginia and national averages over the past decade.

### Average Annual Unemployment Rates

<b><u>Calendar Year</u></b>	<b><u>Fairfax County</u></b>	<b><u>Virginia</u></b>	<b><u>United States</u></b>
2012	4.5%	6.0%	8.1%
2013	4.4	5.7	7.4
2014	4.2	5.2	6.2
2015	3.6	4.4	5.3
2016	3.2	4.0	4.9
2017	3.0	3.8	4.4
2018	2.4	3.0	3.9
2019	2.3	2.8	3.7
2020	5.8	6.2	8.1
2021 <sup>1</sup>	4.2	4.7	6.1

Sources: U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

<sup>1</sup> The calendar year 2021 data represents the average unemployment rate from January 1, 2021, to July 31, 2021.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 604,959 in the second quarter of 2021. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

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**Covered Employment<sup>1</sup>**

<u>Second Quarter</u>	<u>Covered Employment in Fairfax County</u>	<u>% Change</u>
2012	597,533	-
2013	595,638	(0.32%)
2014	588,507	(1.20)
2015	596,878	1.42
2016	603,348	1.08
2017	610,318	1.16
2018	619,796	1.55
2019	630,536	1.73
2020	576,733	(8.53)
2021	604,959	4.89

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages

<sup>1</sup> Covered employment means employees covered by state and federal unemployment laws.

**Construction Activity**

The following table includes data for residential and commercial construction activity in the County:

Fiscal Year	Building Permits				Estimated Housing Units Started
	Residential Properties		Industrial and Commercial Properties		
	Number <sup>1</sup>	Estimated Value (000s)	Number <sup>1</sup>	Estimated Value (000s)	
2012	9,454	538,307	4,308	602,444	3,023
2013	10,610	509,957	3,907	710,488	1,930
2014	10,469	895,638	5,054	660,063	4,154
2015	10,320	529,104	4,714	475,241	2,580
2016	10,268	616,151	4,844	496,006	2,961
2017	10,885	800,375	4,609	710,078	3,872
2018	11,243	659,928	4,836	743,057	3,982
2019	11,360	875,437	4,650	597,232	2,855
2020	9,005	959,102	6,711	820,010	3,657
2021	13,424	1,467,800	3,359	627,943	5,587

Sources: Building permits provided by Fairfax County Land Development Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

<sup>1</sup> Includes new and alteration/repair permits issued. Does not include trade permits issued.

**Housing**

As reported in January 2021, single-family detached housing units represented 46.3% of the total housing units within Fairfax County in 2020. Single-family attached housing accounted for 24.0%, and multi-family housing made up the remaining 29.7% in 2020. The median market value of all owned housing units, including condominiums, in Fairfax County in 2020 was estimated by the Department of Management and Budget to be \$553,970.

### Housing Units by Type of Structure

	<u>1990</u>		<u>2000</u>		<u>2010</u>		<u>2020</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Single-Family:								
Detached <sup>1</sup>	163,029	53.9	181,591	50.6	191,873	48.4	196,238	46.3
Attached <sup>2</sup>	67,306	22.3	87,171	24.3	98,972	25.0	101,893	24.0
Multi-Family <sup>3</sup>	<u>72,129</u>	<u>23.8</u>	<u>90,198</u>	<u>25.1</u>	<u>105,541</u>	<u>26.6</u>	<u>125,956</u>	<u>29.7</u>
Total	<u>302,464</u>	<u>100.0</u>	<u>358,960</u>	<u>100.0</u>	<u>396,386</u>	<u>100.0</u>	<u>424,087</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1990-2000) and 2010 and 2020 data from Fairfax County Department of Management and Budget

<sup>1</sup> Single-Family detached includes all single-family homes and mobile homes.

<sup>2</sup> Single-Family attached includes duplexes, townhouses, and multiplex units.

<sup>3</sup> Multi-Family includes condominiums, apartments and other units in structures with a common entryway.

The average sale price of housing units within the County comparing August 2020, with August 2021, is listed below:

### Average Sale Price Housing Units

<u>Type of Structure</u>	<u>August 2021</u>	<u>August 2020</u>	<u>% change</u>
All Homes	\$695,363	\$651,539	6.7%
Detached Homes	948,124	874,401	8.4
Attached Homes	464,275	439,885	5.5

Source: Fairfax County Department of Management and Budget Economic Indicators – September 2021

### Colleges and Universities

Sixteen institutions of higher education are located in Fairfax County: George Mason University, ITT Technical Institute, Marymount University, Missouri State University (Department of Defense Studies), Northern Virginia Community College, Potomac College, Stratford University, Strayer University, University of Fairfax, University of North America, University of Phoenix, University of Virginia-Northern Virginia Center, Virginia International University, Virginia Polytechnic Institute, Washington Bible College – Capital Bible Seminary, and Westwood College. Two campuses of the University of Virginia (both Virginia Tech and the Falls Church campus) are located in the Northern Virginia Graduate Center in the County. George Mason University, with an enrollment of more than 33,000 students, offers over 200 degree and certificate programs. The Northern Virginia Community College serves more than 76,000 students in credit courses and non-credit workforce and professional development programs at six campuses and two centers throughout Northern Virginia. American University, George Washington University, Catholic University, and Virginia Commonwealth University also operate programs in the County's secondary schools and on military installations within the County.

### Cultural Amenities

Wolf Trap Farm Park for the Performing Arts, a cultural facility internationally renowned for its ballet, symphony, concert, and opera offerings, and the only national park for the performing arts in the U.S., is located in north-central Fairfax County. Nearly 300 cultural organizations – theater and opera companies, music and dance groups, community arts centers, festivals, and other activities – are based in

and around the County. The County also assists in supporting the Fairfax Symphony, an internationally recognized orchestra that provides a variety of musical programs and outreach services to County residents. Other well-known attractions in the County include Mount Vernon, the home of George Washington; Woodlawn Plantation, George Washington's wedding gift to his nephew; Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia; and the National Museum of the United States Army at Fort Belvoir. The region also boasts professional baseball, basketball, football, ice hockey, and soccer.

## **DEBT ADMINISTRATION**

### **Statement of Bonded Indebtedness**

Pursuant to the Constitution of Virginia and the Public Finance Act (Code of Virginia of 1950, §15.2-2600 et seq.), a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the Board of Supervisors of the County is required to levy, if necessary, an annual ad valorem tax on all property in the County subject to local taxation.

As of June 30, 2021, the County had outstanding the following amounts of general obligation bonds:

<b><u>Purpose</u></b>	<b><u>Total General Obligation Bonds</u></b>
School	\$1,489,596,800
General Government	<u>866,308,200</u>
Total General Obligation Bonded Indebtedness <sup>1</sup>	<u><u>\$2,355,905,000</u></u>

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

<sup>1</sup> See "Debt Administration – Debt Service on Tax Supported Debt Obligations" herein for outstanding debt service as of January \_\_, 2023.

The County does not rely upon short-term borrowings to fund operating requirements. The County has never defaulted in the payment of either principal or interest on any general obligation indebtedness.

### **Limits on Indebtedness**

There is no legal limit on the amount of general obligation bonded indebtedness that Fairfax County can at any time incur or have outstanding. However, all such indebtedness must be approved by voter referendum prior to issuance. Since 1975, the Board of Supervisors has established as a financial guideline a self-imposed limit on the average annual amount of bond sales. In May 2018, the Board of Supervisors increased the bond sale target to \$1.5 billion over a 5-year period, or an average of \$300 million annually, with the flexibility to expand to a maximum of \$325 million based on market conditions and/or priority needs in any given year. On December 7, 2021, the Board of Supervisors approved an additional increase to the County's bond sale limits from \$300 million to \$400 million with the County and the Schools each receiving an additional \$50 million. This increase was the result of a recommendation from a yearlong Joint Board of Supervisors and School Board Capital Improvement Committee that concluded its work in fall 2021. Applicable updates to the County's Ten Principles of Sound Financial Management with respect to these revised bond sale limits will be included as part of the FY 2023 budget process. The actual amount of bond sales will be determined by the standard annual review of construction funding requirements and municipal bond market conditions.

The Board of Supervisors also has imposed limits which provide that the County's long-term debt should not exceed 3% of the total market value of taxable real and personal property in the County. The limits also provide that annual debt service should not exceed 10% of annual General Fund disbursements. These limits may be changed by the Board of Supervisors, and they are not binding on future Boards of Supervisors of the County.

### **Bond Referenda Authorization**

The following chart presents by purpose Fairfax County's authorized but unissued general obligation bond indebtedness as of January \_\_, 2023:

<b><u>Authorized Purpose</u></b>	<b><u>Principal Amount Authorized but Unissued as of January __, 2023</u></b>
School Improvements	\$708,260,000
Public Safety Facilities	291,510,000
Transportation Improvements and Facilities	153,380,000
Parks and Park Facilities	154,070,000
Human Services Facilities	148,900,000
Library Facilities	<u>90,000,000</u>
Total	<u>\$1,546,120,000</u>

*Source:* Fairfax County Department of Management and Budget

### **Other Tax Supported Debt Obligations**

The Board of Supervisors of the County directly or indirectly appoints all or a portion of the governing body of several legally independent local and regional authorities that provide services to the County and its constituents. Such authorities include those that issue revenue bonds that are not general obligations of the County and issue debt supported directly or contingently by appropriations of tax revenues by the County. The full faith and credit of the County are not pledged to secure such bonds.

Beginning in 1996, the Fairfax County Redevelopment and Housing Authority ("FCRHA") has issued \$42,460,000 of revenue bonds in seven series to finance the construction or renovation of five community center buildings, two adult day health care centers, one Head Start facility and one senior center. The County was obligated by the terms of triple net lease agreements or payment agreements with FCRHA to pay amounts equal to debt service on FCRHA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of funds for such purpose. The coincidental terms of the various bonds, lease agreements and payment agreements extend to May 1, 2029. On March 10, 2010, the EDA issued \$43,390,000 revenue bonds (Six Public Facilities Projects) (the "2010 Bonds") and provided a portion of the proceeds of the 2010 Bonds to the County to enable the County pursuant to its lease agreements with FCRHA to purchase five facilities financed from FCRHA bond issuances in 1996, 1998, 1999 and 2004. FCRHA used the funds provided by the County to redeem or defease the four series of bonds that financed the applicable facilities. On September 13, 2017, the original series issued by FCRHA in 2003 financing a head start facility was fully redeemed.

In July 2000, the Fairfax County Board of Supervisors entered into a Master Development Agreement with a private developer to finance and construct a 135,000 square foot government center in the southeastern region of the County. In November 2000, \$29,000,000 of Certificates of Participation

(“Certificates” or “COPs”) were issued, secured by a triple net lease on the property between the developer and the County. The County was obligated by the terms of the lease agreement to pay an amount equal to the debt service on the Certificates. The County accepted the government center as substantially complete in February 2002. A portion of the proceeds of EDA’s 2010 Bonds were provided to the County to enable the County to exercise an option to purchase the government center (the “South County Government Center Purchase”). The purchase price provided by the County was used to defease the COPs. The County is obligated by the terms of a contract with the EDA to pay amounts equal to debt service on the EDA’s 2010 Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. In April 2019, the EDA issued Refunding Revenue Bonds, Series 2019 to refund the EDA’s 2010 Bonds for debt service savings. The Series 2019 Bonds and the related contract extend to April 2032, which is no change from the 2010 Bonds.

In June 2003, EDA issued \$70,830,000 of Revenue Bonds (Laurel Hill Public Facilities Project), backed by a contract with the County. Approximately \$55,300,000 of the bonds were allocable to the financing of a new public secondary school in the southern part of the County and \$15,530,000 of the bonds were allocable to the financing of a new 18-hole public golf course in the southern part of the County. The County is obligated by the terms of a contract with EDA to pay amounts equal to debt service on EDA’s bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to June 2033. In April 2012, EDA issued its \$47,745,000 Revenue Refunding Bonds (Laurel Hill Public Facilities Projects), Series 2012A to refund a portion of the bonds issued in 2003. In November 2021, EDA issued \$53,475,000 Fairfax County Facilities Revenue Refunding Bonds Series 2021C (County Facilities Projects) (Federally Taxable), to advance refund certain outstanding maturities of the 2012A Laurel Hill Public Facilities Project Bonds, 2014 County Facilities Project Bonds, and 2017B County Facilities Projects Refunding Bonds.

On January 27, 2005, EDA issued \$60,690,000 of Revenue Bonds (School Board Central Administration Building Project Phase I) (the “School Board Building Bonds”), backed by a contract with the County. The bonds were issued to finance the purchase of certain property, including an existing office building thereon, the purchase of certain land adjacent thereto and the improvement of the existing building for use by the School Board as an administration building. The County is obligated by a contract with EDA to pay amounts equal to debt service on the School Board Building Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the School Board Building Bonds and the contract extend to April 2035. In June 2014, EDA issued \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) to refund a portion of the School Board Building Bonds. In November 2021, EDA issued \$110,485,000 Fairfax County Facilities Revenue Refunding Bonds Series 2021D (County Facilities Projects) (Federally Taxable), to advance refund certain outstanding maturities of the 2014A County Facilities Projects Bonds.

On December 27, 2005, the Fairfax County Park Authority (“FCPA”) issued two promissory notes in the aggregate amount of \$12,900,000 for the purpose of providing a portion of the purchase price of a conservation easement for preservation purposes on an approximately 41-acre parcel of land, and options to purchase certain land. This land is known as “Salona,” a historic site within the County. The County is obligated by the terms of a contract with FCPA to pay amounts sufficient to pay the principal and interest installments on the promissory notes when due. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the promissory notes and contract extend to December 2025.

On February 16, 2006, FCRHA issued a \$40,600,000 Bond Anticipation Note (Affordable Housing Acquisition) Series 2006 (the “Series 2006 Note”). The Series 2006 Note was issued for the purpose of

providing a portion of the funds required for the purchase of a multi-family rental housing complex, known as Crescent Apartments, to further FCRHA's goal of preserving existing affordable housing in Fairfax County. In 2007, 2008, 2011 and 2013 FCRHA issued bond anticipation notes, each time to refinance previous bond anticipation notes issued for the financing or refinancing of the Crescent Apartments project that were not paid from County money set aside to promote affordable housing. In February 2015 the County and FCRHA entered into a direct loan agreement with Bank of America, N.A. (the "Crescent Apartments Loan Agreement"), in a principal amount of \$18,260,000, which together with other County funds refinanced the 2013 Notes. In February 2018, FCRHA issued its Revenue Bonds (Crescent Affordable Housing Acquisition), Series 2018A (Federally Taxable) (the "Series 2018 Bonds") in the aggregate amount of \$11,175,000 with a five-year amortization to refinance the loan payments. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2018 Bonds. The coincidental terms of the Series 2018 Bonds and the related payment agreement extend to October 2022.

On November 28, 2007, FCRHA issued \$105,485,000 Bond Anticipation Notes (Affordable Housing Acquisition) Series 2007B (the "Series 2007B Notes"). The Series 2007B Notes were issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex located in Annandale, Virginia. In 2008, FCRHA issued bond anticipation notes to refinance the Series 2007B Notes. On August 20, 2009, FCRHA issued its Revenue Bonds (Affordable Housing Acquisition) Series 2009 in the aggregate amount of \$94,950,000 (the "Series 2009 Bonds") to pay a portion of the principal amount of the 2008 outstanding bond anticipation notes. A portion of the principal amount of the 2008 bond anticipation notes, and the interest due on such notes, was paid from money set aside to promote affordable housing. On August 13, 2019, FCRHA issued its Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series 2019 in the aggregate amount of \$61,795,000 (the "Series 2019 Bonds") to refund a portion of the principal amount of the Series 2009 Bonds outstanding. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2019 Bonds. The coincidental terms of the Series 2019 Bonds and the related payment agreement extend to October 2039.

In July 2011, EDA issued \$99,430,000 of Revenue Bonds (Wiehle Avenue Metrorail Station Parking Project) (the "2011 Wiehle Bonds"). The bonds were issued to finance a portion of the costs of construction of a public parking facility to serve the Wiehle Avenue Metrorail Station that was constructed as part of the extension of Washington Metropolitan Area Transit Authority's Metrorail System in the Dulles Corridor. The County is obligated by contract with EDA to pay amounts equal to debt service on the 2011 Wiehle Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to August 2034. On May 5, 2020, EDA issued \$62,285,000 of Revenue Refunding Bonds (Wiehle Avenue Metrorail Station Parking Project), Series 2020 (the "2020 Wiehle Bonds"), to refund for debt service savings all of the 2011 Wiehle Bonds maturing on or after August 1, 2021.

In May 2012, EDA issued \$65,965,000 of Fairfax County Facilities Revenue Bonds, Series 2012A (Community Services Facilities Projects) (the "2012 EDA Bonds"), backed by a contract between the County and EDA. The bonds were issued to finance the improvement of certain properties to be used by the County as a mental health facility and as a neighborhood community center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to March 2042. In August 2017, EDA issued its 2017B County Facilities Projects Refunding Bonds (hereinafter defined) to refund certain outstanding maturities of the 2012 EDA Bonds. In November 2021, EDA issued \$13,865,000

Fairfax County Facilities Revenue Refunding Bonds Series 2021B (County Facilities Projects),, to current refund all of the outstanding maturities of the 2012A Bonds.

In November 2013, the County issued an \$11,085,000 special subfund revenue bond (the “2013 VRA Bond”) to Virginia Resources Authority (“VRA”). In return for issuing the 2013 VRA Bond, VRA provided the County with a portion of the proceeds realized from its autumn 2013 pooled financing bond transaction. The 2013 VRA Bond was issued to finance renovations to a complex that serves as a senior housing and assisted living facility, a senior center and an adult day health care center in the County. The County is obligated by a contract with VRA to pay amounts equal to the debt service on the 2013 VRA Bond. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2013 VRA Bond and the contract extend to October 2033.

In June 2014, EDA issued \$170,690,000 of Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) (the “2014A County Facilities Projects Bonds”). The 2014A County Facilities Projects Bonds were issued to provide funds to finance the costs of the construction of a building to serve as a public safety facility for the County and the construction of a related parking garage, to refund and redeem prior to their respective maturities certain outstanding School Board Building Bonds and to capitalize interest on a portion of the Series 2014A County Facilities Projects Bonds. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the Series 2014A County Facilities Projects Bonds and the contract extend to October 2034. In November 2021, EDA issued \$110,485,000 Fairfax County Facilities Revenue Refunding Bonds Series 2021D (County Facilities Projects) (Federally Taxable), to advance refund certain outstanding maturities of the 2014A County Facilities Projects Bonds.

In June 2014, EDA issued \$30,175,000 of Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “2014B County Facilities Projects Bonds, and together with the 2014A County Facilities Projects Bonds, the “2014 County Facilities Projects Bonds”) to provide funds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in the southeastern corner of the County, for a price sufficient to enable the lessee to retire all of its indebtedness relating to the Workhouse Arts Center. The County leased the 55-acre site and existing historic structures of the Lorton Correctional Complex to the lessee in 2006, and the lessee incurred over \$50 million in debt through EDA to finance improvements to convert the Complex into a center for visual and performing arts. The County plans to provide for the continuation of the existing educational and cultural programs at the Center, while the County conducts a study of the optimum uses of and develops plans for further improvements to the Center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2014B County Facilities Projects Bonds and the contract extend to October 2033. In November 2021, EDA issued \$53,475,000 Fairfax County Facilities Revenue Refunding Bonds Series 2021C (County Facilities Projects) (Federally Taxable), to advance refund certain outstanding maturities of the 2012A Laurel Hill Public Facilities Project Bonds, 2014 County Facilities Project Bonds, and 2017B County Facilities Projects Refunding Bonds.

On December 17, 2014, EDA entered into a loan agreement with the United States Department of Transportation and obtained a Transportation Infrastructure Financing and Innovation Act (“TIFIA”) loan in the principal amount up to \$403,274,894 (plus capitalized interest). Proceeds from the TIFIA loan are being used to finance the County’s share of Phase II of the Silver Line Metrorail expansion. The County is obligated by a contract with the EDA to pay amounts equal to debt service on the TIFIA loan. The

County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The terms of the TIFIA loan provide for repayment to begin October 1, 2023, and end April 1, 2046. As of June 30, 2021, the outstanding balance on the TIFIA loan, including accrued interest, was \$447,480,044. [Update for December 2022 prepayment in part.]

In August 2017, EDA issued \$19,060,000 of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the "2017A County Facilities Projects Bonds") and \$31,150,000 of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the "2017B County Facilities Projects Refunding Bonds" and together with the 2017A County Facilities Projects Bonds, the "2017 County Facilities Projects Bonds"). The 2017A County Facilities Projects Bonds were issued to finance the costs of the construction and improvement of certain property to be used by the County as an adult day care facility, child day care centers and a senior center or for other County approved purposes. The 2017B County Facilities Projects Refunding Bonds were issued to refund certain outstanding maturities of the 2012 EDA Bonds. The County is obligated by a contract with EDA to pay amounts equal to debt service on the 2017 County Facilities Projects Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2017 County Facilities Projects Bonds and the contract extend to October 2037. In November 2021, EDA issued \$53,475,000 Fairfax County Facilities Revenue Refunding Bonds Series 2021C (County Facilities Projects) (Federally Taxable), to advance refund certain outstanding maturities of the 2012A Laurel Hill Public Facilities Project Bonds, 2014 County Facilities Project Bonds, and 2017B County Facilities Projects Refunding Bonds.

In November 2021, EDA issued \$74,605,000 Fairfax County Facilities Revenue Bonds Series 2021A (County Facilities Projects) (Green Bonds), to finance the construction and improvement of certain property to be used as a consolidated public works complex for the County's stormwater and wastewater divisions. The County is obligated by a contract with EDA to pay amounts equal to debt service on the Series 2021A (County Facilities Projects) (Green Bonds).

### **Lease Commitments and Contractual Obligations**

The County leases certain real estate, equipment, and sewer facilities under various long-term lease agreements. In addition, pursuant to contracts with Arlington County, the Alexandria Sanitation Authority, the District of Columbia, and the Upper Occoquan Sewage Authority, the County is obligated to share the capital costs and associated debt service of certain facilities.

In February 1990, the Northern Virginia Transportation Commission ("NVTC") issued \$79.4 million of bonds to finance certain costs associated with the establishment of commuter rail services (the Virginia Railway Express) in the area of Northern Virginia bordering Washington, D.C. Fairfax County has joined with other jurisdictions through a Master Agreement to bear certain costs associated with operating the rail service as well as servicing the debt issued by NVTC. The Master Agreement requires that the County's governmental officers charged with preparing its annual budget include an amount equal to its share of the costs of the Virginia Railway Express. Each jurisdiction's share is determined by a formula set out in the Master Agreement. Fairfax County's share of this cost was \$6.4 million in FY 2021. An additional \$23 million in NVTC commuter rail revenue bonds were issued in early 1997 to purchase new rail coaches. Debt service on these bonds is being funded predominantly by Commonwealth and federal funds and VRE revenues.

On October 29, 2003, EDA issued \$33,375,000 transportation contract revenue bonds to provide \$30,000,000 to the Commonwealth Transportation Board ("CTB") for construction of certain interchanges on Route 28 in the Route 28 Highway Transportation District, which is partly in Fairfax County and partly in Loudoun County. On August 26, 2004, EDA issued \$57,410,000 transportation contract revenue bonds

to provide an additional \$60 million for construction of additional interchanges. The bonds issued in 2003 and 2004 financed the construction of six interchanges. In March 2007, EDA issued \$41,505,000 transportation contract revenue bonds to finance a portion of the costs of constructing an additional four interchanges in the Route 28 Highway Transportation District. In July 2008, EDA issued \$51,505,000 transportation contract revenue bonds (the “2008 Bonds”) to finance additional costs of constructing the additional four interchanges on Route 28. See also the discussion of taxes levied by the County in the Route 28 Highway Transportation Improvement District, located partly in the County, to pay debt service on CTB and EDA bonds in “GOVERNMENT SERVICES – Transportation – *Tax Districts*” herein. In May 2012, EDA issued its Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2012A (the “2012 Bonds”), to refund a portion of the bonds issued in 2003 and 2004 and in August 2016 EDA issued bonds to refund all of the outstanding bonds issued in March 2007 and a portion of the outstanding bonds issued in July 2008. The 2008 Bonds were redeemed on April 1, 2018. On February 17, 2022, EDA issued its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A, to defease or redeem all of the outstanding 2012 Bonds.

On May 26, 2011, EDA issued \$205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 which provided \$220 million to provide a portion of the financing for the expansion of Metrorail of approximately 11.5 miles of rail line through the County’s primary urban center, Tysons to Reston. On October 10, 2012, EDA issued an additional \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 to provide \$48,400,000 for this purpose. Debt service on the bonds is paid from a special improvements tax levied by the County on commercial and industrial use property located in the Phase I Dulles Rail Transportation Improvement District within the County. On March 16, 2016, EDA issued \$173,960,000 Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 which refunded a portion of the outstanding bonds issued in 2011 and 2012. On May 18, 2021, the County defeased certain outstanding maturities of the Series 2016 Bonds in a principal amount of \$11,190,000.00. On April 1, 2020, the County defeased a portion of the Series 2016 Bonds in a principal amount of \$17,495,000. In April 2020, the Series 2011 and 2012 Bonds were fully redeemed.

On June 9, 2011, the Mosaic District Community Development Authority (the “CDA”) issued \$46,980,000 Revenue Bonds, Series 2011A, and the CDA issued in July 2011 an additional \$18,670,000 Revenue Bonds, Taxable Series 2011A-T (collectively, the “CDA Bonds”). Proceeds from the CDA Bonds were used to finance certain public infrastructure improvements within the Mosaic District Community Development Authority District (the “Mosaic District”) to support a mixed-use development to be constructed within the Mosaic District. The CDA Bonds are payable primarily from certain incremental real estate tax revenues collected by the County in the District and certain special assessments imposed and collected by the County within the Mosaic District. The payment of incremental real estate tax revenues and special assessments, as applicable, by the County to the CDA to be used for debt service payments on the CDA Bonds is subject to appropriation by the County. On December 3, 2020, the CDA issued \$55,650,000 Revenue Refunding Bonds, Series 2020A and Series 2020A-T, which refunded all of the prior CDA Bonds.

On March 8, 2017, EDA issued \$69,645,000 Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (“Parking System Revenue Bonds”) to provide funds to finance the construction of parking facilities to be owned and operated by the County, that will be located adjacent to WMATA’s Herndon and Innovation Center Metrorail Stations to be constructed as part of Phase II of the Silver Line extension of Metrorail. Debt service on the Parking System Revenue Bonds is payable from the proceeds of net parking revenues collected from customers of parking facilities controlled by the County at certain WMATA Metrorail stations in the County and from certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA.

### Debt Service on Tax Supported Debt Obligations

Total principal and interest payments on the County's outstanding tax supported debt obligations, including general obligation bonds (other than the Series 2023A Bonds described in this Preliminary Official Statement) and other tax supported debt obligations, are presented in the following table as of January \_\_, 2023:

<b>Fiscal Year Ending June 30</b>	<b><u>General Obligation Bonds</u></b>		<b><u>Other Tax Supported Debt Obligations</u></b>		<b><u>Total</u><sup>2</sup></b>
	<b><u>Principal</u></b>	<b><u>Interest</u><sup>1</sup></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	
2022	\$34,120,000	\$42,715,764	\$5,632,500	\$7,600,042	\$90,068,305
2023	220,090,000	89,990,996	30,385,000	16,302,794	356,768,790
2024	208,430,000	78,908,577	26,250,000	15,171,617	328,760,193
2025	205,235,000	69,242,749	27,275,000	14,019,439	315,772,188
2026	194,875,000	60,867,379	27,807,500	12,970,012	296,519,891
2027	186,975,000	53,136,162	27,965,000	12,042,847	280,119,009
2028	174,625,000	45,930,965	28,500,000	11,087,279	260,143,244
2029	162,075,000	39,360,753	29,070,000	10,095,787	240,601,540
2030	150,980,000	33,317,375	29,565,000	9,094,889	222,957,264
2031	136,455,000	28,058,085	30,145,000	8,106,482	202,764,567
2032	127,485,000	23,407,919	30,715,000	7,085,102	188,693,021
2033	116,705,000	19,166,377	29,565,000	6,025,514	171,461,891
2034	105,580,000	15,506,250	29,220,000	5,004,248	155,310,498
2035	91,580,000	12,249,297	27,225,000	3,991,287	135,045,584
2036	79,720,000	9,339,309	12,055,000	3,233,010	104,347,320
2037	70,270,000	6,755,600	12,570,000	2,719,656	92,315,256
2038	58,855,000	4,486,800	12,810,000	2,191,289	78,343,089
2039	47,875,000	2,665,900	12,080,000	1,612,900	64,233,800
2040	37,140,000	1,332,975	12,690,000	993,650	52,156,625
2041	26,410,000	536,600	8,285,000	510,700	35,742,300
2042-2052	13,625,000	136,250	8,625,000	172,500	22,558,750
Total <sup>2</sup>	<u>\$2,449,105,000</u>	<u>\$637,112,081</u>	<u>\$458,435,000</u>	<u>\$150,031,043</u>	<u>\$3,694,683,124</u>

Source: Fairfax County Department of Management and Budget

<sup>1</sup> Does not reflect anticipated payments by the United States Treasury with respect to the County's Public Improvement Bonds Series 2009E (Federally Taxable - Build America Bonds).

<sup>2</sup> Totals may not add due to rounding.

### Sewer Revenue Bonds

Beginning in 1986, the County has issued several series of bonds under the General Bond Resolution for the benefit of the County's sewage collection, treatment and disposal systems (collectively, the "System"), including \$104,000,000 Sewer Revenue Bonds, Series 1996 (the "1996 Bonds") issued to provide funds for paying a portion of the costs of certain additions, extensions and improvements to the System. The County also issued \$94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the "2004 Bonds") on October 14, 2004, to provide funds, with other available funds, to refund the \$91,430,000 of the County's outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued \$152,255,000 Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. On August 8, 2012, the County issued \$90,710,000 Sewer Revenue Bonds, Series 2012 (the "2012 Bonds") to provide funds to pay a portion of

capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County which were required by the Commonwealth's Department of Environmental Quality to reduce the total nitrogen discharge to newly required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014, the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 to refund the outstanding 2004 Bonds. In addition, on May 12, 2016, the County issued \$164,450,000 Sewer Revenue Refunding Bonds, Series 2016A to refund the outstanding 2009 Bonds that were scheduled to mature on and after July 15, 2019, and a portion of the outstanding 2012 Bonds that were scheduled to mature on and after July 15, 2021. On June 28, 2017, the County issued \$85,785,000 Sewer Revenue Bonds to provide funds to pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County. On June 9, 2021, the County issued its \$191,990,000 Sewer Revenue Bonds, Series 2021A, and its \$24,210,000 Sewer Revenue Refunding Bonds, Series 2021B. On November 23, 2021, the County delivered to EDA its Subordinate Sewer Revenue Bond, Series 2021A in the principal amount of \$20,055,000, representing the wastewater system's obligation to reimburse the County for its allocable share of the capital cost of a new consolidated public works complex for the County's stormwater and wastewater divisions.

Wastewater treatment capacity and services are also provided to the Integrated Sewer System pursuant to contracts with Arlington County, the Alexandria Renew Enterprises ("ARE"), DC Water, and the Upper Occoquan Sewage Authority ("UOSA"), whereby the County is obligated to share the capital costs and associated debt service of certain facilities. The County's obligations to such entities are payable solely from the revenues of the Integrated Sewer System on a basis, under the General Bond Resolution, subordinate to its sewer revenue bonds, and are not general obligations of the County.

The County has entered into a service agreement with ARE (the "ARE Service Agreement") that obligates the County for 60% of the cost of capacity of the ARE wastewater treatment plant and a joint use system, including debt service on ARE bonds issued for ARE system improvements where the County does not otherwise provide for its share of the capital cost of such improvements. The County's share of previous upgrades was \$200 million. In 2002, the County obtained a loan from the Virginia Water Facilities Revolving Fund (the "Fund") administered by the Virginia Resources Authority in the amount of \$50 million to pay its 60% share of the capital costs associated with certain improvements being made by ARE to its wastewater treatment plant in Alexandria, Virginia. The County issued to the Fund a "local bond" as a Subordinate Obligation, payable from money in the Subordinate Obligations Subfund under the Bond Resolution, in evidence of its obligation to repay the 20-year loan. The local bond will be fully repaid in February 2022. The County expects to provide the balance of its share of the costs of ARE's improvement project from other borrowings and available Integrated Sewer System funds.

The ARE Service Agreement requires the County to pay its share of capital and operating costs of Joint Use Facilities. On October 6, 2020, the City of Alexandria, Virginia Sanitation Authority and the County signed a memorandum of understanding (the "MOU") regarding Cost Share for the RiverRenew project. RiverRenew, which includes multiple projects consisting of a new tunnel system and upgrades to Alexandria's wastewater treatment facility, is the largest infrastructure initiative in the history of Alexandria. The MOU memorializes the agreement of the parties with respect to the cost allocation methodology for construction and operating of joint use facilities elements of the RiverRenew project, as well as the County's capacity rights in the new facilities. The County's current estimate of its obligations under the RiverRenew project is approximately \$58 million.

UOSA issued regional sewer system revenue refunding bonds in November 2013, May 2013, February 2007, and November 2004 to refund certain of its outstanding bonds. In 2010 and 2007, UOSA issued \$85.2 million and \$119.7 million, respectively, of Regional Sewer System Revenue Bonds, of which the County's share of the par amount of such debt is \$34.1 million and \$53.9 million, respectively, to finance the cost of certain capital improvements. In fiscal year 2012, UOSA entered into two loans to fund costs related to an energy service project and phase 1 of a nutrient compliance improvement project, respectively. In fiscal years 2014, 2015 and 2016, UOSA refinanced bonds issued in 2007. As of June 30, 2021, the County's share of UOSA's outstanding debt was \$238.0 million.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bond payable to the Virginia Water Facilities Revolving Fund evidencing a loan for a portion of the County's costs associated with the ARE improvement project, and its subordinated obligations payable for capacity under its contract with UOSA, at June 30, 302\_, is reflected in the following table:

<b>Fiscal Year Ending June 30</b>	<b><u>Sewer Revenue Bonds</u></b>		<b><u>Other Sewer Debt Service Obligations<sup>1</sup></u></b>		<b><u>Total<sup>4</sup></u></b>
	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>SRF/VRA<sup>2</sup></u></b>	<b><u>UOSA<sup>3</sup></u></b>	
2022	\$11,745,000	\$17,881,581	\$3,276,611	\$20,203,531	\$53,106,723
2023	12,320,000	21,163,256	-	20,587,563	54,070,820
2024	16,100,000	20,460,481	-	20,588,059	57,148,540
2025	16,935,000	19,634,606	-	20,590,401	57,160,008
2026	17,765,000	18,819,156	-	21,066,138	57,650,294
2027	18,595,000	18,016,106	-	21,195,114	57,806,221
2028	19,405,000	17,202,281	-	21,188,479	57,795,761
2029	20,195,000	16,421,081	-	21,193,260	57,809,342
2030	15,070,000	15,665,981	-	9,025,928	39,761,909
2031	15,845,000	14,893,106	-	9,032,593	39,770,699
2032	16,655,000	14,080,606	-	8,954,727	39,690,333
2033	17,465,000	13,277,681	-	8,886,175	39,628,856
2034	18,215,000	12,526,581	-	8,719,400	39,460,981
2035	18,965,000	11,775,128	-	8,651,150	39,391,278
2036	19,755,000	10,984,538	-	8,649,448	39,388,986
2037	20,045,000	10,170,775	-	8,650,649	38,866,424
2038	20,870,000	9,345,450	-	6,800,090	37,015,540
2039	21,735,000	8,478,375	-	8,718,146	38,931,521
2040	23,345,000	7,606,400	-	8,719,376	39,670,776
2041	15,055,000	6,866,225	-	2,944,420	24,865,645
2042-2052	<u>144,855,000</u>	<u>32,525,600</u>	<u>-</u>	<u>12,493,278</u>	<u>189,873,878</u>
Total <sup>4</sup>	<u>\$500,935,000</u>	<u>\$317,794,997</u>	<u>\$3,276,611</u>	<u>\$276,857,927</u>	<u>\$1,098,864,535</u>

Source: Fairfax County Department of Public Works and Environmental Services

<sup>1</sup> Excludes debt service on the Subordinate Sewer Revenue Bond, Series 2021A, issued to EDA to reflect the financing costs of the portion of the new consolidated public works complex for use by the County's wastewater division. See "Sewer Revenue Bonds" above.

<sup>2</sup> Debt service on the County's subordinated sewer revenue bond issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay loans made to the County by Virginia Resources Authority, as administrator of the Fund.

<sup>3</sup> Based on the County's share of scheduled UOSA debt service. Does not reflect any anticipated payments by the United States Treasury on outstanding UOSA Build America Bonds.

<sup>4</sup> Totals may not add due to rounding.

## Debt Ratios

The following data show trends in the relationship of the general obligation bond indebtedness of the County to the estimated market value of taxable property in the County and to its estimated population and the trend of general obligation debt service requirements as a percentage of General Fund disbursements.

### Trend of Debt as a Percentage of Estimated Market Value of Taxable Property (in 000s)

<b><u>Fiscal Year</u></b> <b><u>Ended June 30</u></b>	<b><u>Bonded Indebtedness<sup>1</sup></u></b>	<b><u>Estimated</u></b> <b><u>Market Value<sup>2</sup></u></b>	<b><u>Percentage</u></b>
2013	\$2,514,452	\$211,298,487	1.19%
2014	2,766,717	224,369,644	1.23
2015	2,770,822	236,403,666	1.17
2016	2,750,573	244,397,085	1.13
2017	2,766,149	251,724,115	1.10
2018	2,768,103	256,260,725	1.08
2019	2,740,658	265,195,976	1.03
2020	2,768,513	274,815,955	1.01
2021	2,819,718	283,959,357	0.99
2022 <sup>3</sup>	3,249,980	288,434,287	1.13

Sources: Fairfax County Annual Comprehensive Financial Reports FY 2013-2021 and Department of Finance

<sup>1</sup> Bonded Indebtedness included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Annual Comprehensive Financial Report based on the treatment of bond premium and discounts. In the Annual Comprehensive Financial Report, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "Other Tax Supported Debt Obligations."

<sup>2</sup> Estimated market value is based on recorded values as of January 1 of the prior fiscal year, and reflects the original book value and does not reflect any adjustments made during the fiscal year.

<sup>3</sup> Estimate from the FY 2022 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

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### Estimated Debt Per Capita

<b>Fiscal Year Ended June 30</b>	<b>Bonded Indebtedness (in 000s)<sup>1</sup></b>	<b>Estimated Population (in 000s)<sup>2</sup></b>	<b>Bonded Indebtedness Per Capita</b>	<b>Fairfax County Per Capita Income<sup>3</sup></b>	<b>Estimated Debt Per Capita as Percentage of Per Capita Income</b>
2013	\$2,514,452	1,131	\$2,223	\$71,607	3.10%
2014	2,766,717	1,138	2,431	71,752	3.39
2015	2,770,822	1,142	2,426	75,007	3.23
2016	2,750,573	1,139	2,415	74,923	3.22
2017	2,766,149	1,143	2,420	75,978	3.19
2018	2,768,103	1,153	2,401	78,376	3.06
2019	2,740,658	1,167	2,348	82,441	2.85
2020	2,768,513	1,172	2,362	86,141	2.74
2021 <sup>4</sup>	3,002,395	1,172	2,562	86,141	2.97
2022 <sup>4</sup>	3,249,980	1,172	2,773	86,141	3.22

Sources: Fairfax County Annual Comprehensive Financial Report FY 2021 and Department of Finance

<sup>1</sup> Bonded Indebtedness included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Annual Comprehensive Financial Report based on the treatment of bond premium and discounts. In the Annual Comprehensive Financial Report, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "– Other Tax Supported Debt Obligations."

<sup>2</sup> U.S. Census Bureau, 2010 Decennial Censuses, U. S. Census Bureau Annual Estimates of the Resident Population: April 1, 2013, to July 1, 2019. 2020, 2021, and 2022 estimates are not yet available.

<sup>3</sup> Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, and Fairfax County Department of Management and Budget 2013-2021 Estimates. The Cities of Fairfax and Falls Church were not included.

<sup>4</sup> Estimate from the FY 2022 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

### Debt Service Requirements as a Percentage of General Fund Disbursements (in 000s)

<b>Fiscal Year Ended June 30</b>	<b>Debt Service Requirements<sup>1</sup></b>	<b>General Fund Disbursements</b>	<b>Percentage</b>
2013	\$289,714	\$3,533,098	8.20%
2014	295,451	3,637,841	8.12
2015	313,969	3,729,625	8.42
2016	323,859	3,860,655	8.39
2017	313,389	4,005,845	7.82
2018	337,077	4,112,554	8.20
2019	345,310	4,300,484	8.03
2020	332,257	4,449,865	7.47
2021	325,402	4,545,902	7.16
2022 <sup>2</sup>	353,113	4,527,325	7.80

Sources: Fairfax County Annual Comprehensive Financial Report FY 2021 and Department of Finance

<sup>1</sup> The Debt Service Requirements include total principal and interest payments on the County's outstanding tax supported debt obligations, including all debt listed under the heading "– Other Tax Supported Debt Obligations."

<sup>2</sup> Estimate per the FY 2022 Adopted Budget Plan via the Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments. Estimate of General Fund disbursements for fiscal year 2022 is subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

### Underlying Bonded Indebtedness

The following table shows the underlying bonded indebtedness of towns within the boundaries of Fairfax County as of June 30, 2021:

Town of Vienna <sup>1</sup>	General Obligation Bonds	\$52,988,000
Town of Herndon <sup>1</sup>	General Obligation and Public Improvement Notes	<u>21,807,614</u>
Total Underlying Bonded Indebtedness		<u>\$74,795,614</u>

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

<sup>1</sup> Underlying Bonded Indebtedness for Fiscal Year 2020 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Annual Comprehensive Financial Report based on the treatment of bond premium and discounts. In the Annual Comprehensive Financial Report, beginning with FY 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount.

This underlying bonded indebtedness are obligations of the respective towns only and are not obligations of Fairfax County.

The bonds, notes and other obligations of Fairfax Water, the Fairfax County Park Authority, the Fairfax County Industrial Development Authority, the Fairfax County Economic Development Authority, the Fairfax County Redevelopment and Housing Authority, the Northern Virginia Health Center Commission, the Northern Virginia Transportation Commission, and the Mosaic District Community Development Authority are not obligations of the County.

### TAX BASE DATA

Fairfax County annually reassesses over 360,000 parcels of real property employing a computer assisted mass reassessment program for both residential and non-residential properties. The County uses a statistic called the coefficient of dispersion (the "Coefficient of Dispersion"), which measures the uniformity of assessment to sale ratios among properties. The lower the coefficient of dispersion, the more uniform the assessment. The overall Coefficient of Dispersion in Fairfax County for tax year 2019 (FY 2020) was 3.14%, and the assessment to sales price ratio was 0.953. A Coefficient of Dispersion of 15% is considered good by professional assessing standards. The County falls into the excellent category, indicating a high degree of assessment uniformity and equity.

The assessed value for FY 2022 of the real estate tax base, as reported for calendar year 2021 assessments in the main tax book for Fairfax County, increased by 2.88% from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue.

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**Assessed Value of All Taxable Property<sup>1</sup>**

<b><u>Fiscal Year</u></b>	<b><u>Real Property</u></b>	<b><u>Personal Property</u></b>	<b><u>Total</u></b>
2013	\$198,178,754,789	\$16,053,881,534	\$214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015	216,832,912,747	16,518,808,610	233,351,721,357
2016	224,411,716,328	16,895,179,934	241,306,896,262
2017	231,350,805,374	17,451,767,407	248,802,572,781
2018	235,919,724,142	17,592,325,499	253,512,049,641
2019	244,472,458,923	17,884,347,499	262,356,806,422
2020	253,272,215,743	18,535,851,732	271,808,067,475
2021	262,970,803,833	18,019,575,722	280,990,379,555
2022 <sup>2</sup>	269,575,011,490	18,859,275,390	288,434,286,880

*Sources:* Fairfax County Department of Tax Administration and Department of Management and Budget. All years included figures for the Public Service Corporation. All Public Service Corporation real property assessments are required under Virginia law to be made at 100% of estimated market value annually by the State Corporation Commission.

<sup>1</sup> Figures are net of exonerated assessments and tax relief for the elderly and disabled.

<sup>2</sup> Estimate from the FY 2022 Adopted Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

**Tax Rates per \$100 Assessed Value  
(Fiscal Year)**

<b><u>Tax Category</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
Real Estate – Regular and Public Service	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13	\$1.15	\$1.15	\$1.15	\$1.14
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Public Service	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Mobile Homes	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Special <sup>1</sup>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01

*Sources:* Fairfax County Adopted Budget Plans, FY 2013-FY 2022

<sup>1</sup> Includes vehicles specially equipped for the handicapped, privately owned vans used for van pools, vehicles belonging to volunteer fire and rescue squad members, vehicles owned by auxiliary police and reserve deputy sheriffs, certain property of homeowners associations, antique cars, aircraft, including flight simulators, and motor vehicles owned by qualified elderly or disabled individuals, and boats.

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**Commercial-Industrial Percentage of the  
Total Assessed Value of Real Property<sup>1</sup>**

<b><u>Fiscal Year<sup>2</sup></u></b>	<b><u>Percent (%)<sup>3</sup></u></b>
2013	20.77
2014	19.96
2015	19.01
2016	18.67
2017	18.89
2018	19.12
2019	19.43
2020	19.66
2021	19.72
2022	18.17

*Source:* Fairfax County Department of Tax Administration

<sup>1</sup> Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.

<sup>2</sup> Fiscal year property taxes are levied on prior year assessments.

<sup>3</sup> Includes the Towns of Vienna, Herndon and Clifton.

The following data show the assessed value of real property of the 25 largest holders of real property in the County as of January 1, 2021.

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**Top 25  
Holders of Real Property in Fairfax County  
As of January 1, 2021**

<b>Rank</b>	<b>Property Owner</b>	<b>Property Type</b>	<b>Total Assessment<sup>1</sup></b>
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	\$1,643,208,210
2	Capital One Bank	Office	905,341,310
3	Inova Health Care Services	Health Care	525,459,990
4	Reston Town Center Property LLC	Commercial & Retail	424,800,900
5	Washington Gas Light Company	Public Utility	421,158,679
6	Ps Business Parks LP	Industrial Parks	414,630,420
7	Camden Summit Partnership LP	Apartments	394,330,920
8	Federal Home Loan Mortgage Corporation	Office	387,191,890
9	PR Springfield Town Center LLC	Springfield Town Center	375,926,030
10	Coresite Real Estate 12100	Office	375,293,440
11	Mitre Corporation	Office	343,944,050
12	Reston Corporate Center LP	Office	325,246,920
13	Tysons Galleria LLC	Commercial & Retail	325,087,840
14	Fairfax Company of Virginia LLC	Fair Oaks Mall	324,049,970
15	South of Market LLC	Office	296,962,160
16	Tysons Corner Office I LLC	Office	265,227,480
17	Tamares 7950 Owner LLC	Office	264,321,040
18	Reston VA II FGF LLC	Office	256,351,130
19	Home Properties Mount Vernon LLC	Apartments and Office	256,299,240
20	Writ LP	Commercial & Industrial	220,918,410
21	WashReit Riverside Apartments LLC	Apartments	220,147,050
22	Home Properties Orleans Village LLC	Apartments	213,425,280
23	PP Avnir Investors LLC	Office	212,701,350
24	Boro I Office The LLC	Office	212,372,130
25	JBG/Reston Executive Center LLC	Office, Apartments & Retail	208,355,400
<b>Total</b>			<b>\$9,812,751,239</b>

Source: Fairfax County Department of Tax Administration, January 1, 2021, tax rolls

<sup>1</sup> As of January 1, 2021, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.60% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2021, assessments generate tax revenue in FY 2022.

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**Real and Personal Property  
Tax Levies and Tax Collections**

<b>Fiscal Year</b>	<b>Total Levy<sup>1</sup></b>	<b>Current Collections<sup>2</sup></b>	<b>% of Total Levy Collected<sup>3</sup></b>	<b>Collection of Delinquent Taxes</b>	<b>Total Current &amp; Delinquent Taxes<sup>4</sup></b>	<b>% of Total Levy &amp; Delinquent Taxes</b>
2013	\$2,685,186,192	\$2,679,668,935	99.79	\$18,659,978	\$2,698,328,913	100.49
2014	2,789,010,004	2,776,199,493	99.54	21,735,390	2,797,934,883	100.32
2015	2,932,029,373	2,926,228,317	99.80	23,425,378	2,949,653,695	100.60
2016	3,027,718,274	3,019,636,276	99.73	21,161,598	3,040,797,874	100.43
2017	3,218,263,071	3,206,288,719	99.63	25,396,075	3,231,684,794	100.42
2018	3,274,550,619	3,266,018,208	99.74	25,377,255	3,291,395,463	100.51
2019	3,430,013,545	3,420,685,498	99.73	27,120,935	3,447,806,433	100.52
2020	3,554,208,059	3,540,095,440	99.60	29,312,937	3,569,408,377	100.43
2021	3,659,840,221	3,639,063,526	99.43	22,580,044	3,661,643,570	100.05
2022	3,722,368,342	3,697,431,430	99.33	23,100,952	3,720,532,382	99.95

*Sources:* Fairfax County Department of Management and Budget and Department of Tax Administration

<sup>1</sup> The total levy is the levy for General Fund real and personal property taxes and does not include the property tax levy for Special Revenue Funds, e.g. for refuse collection and community centers.

<sup>2</sup> Current collections do not include tax collections for the Special Revenue Funds or payments in lieu of taxes. As a result of revised accounting procedures, the collection of penalty and interest payments for late payments of current taxes is included in the collection of current taxes rather than under the collection of back taxes.

<sup>3</sup> The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.

<sup>4</sup> FY 2013 through FY 2020 from Fairfax County Annual Comprehensive Financial Reports; FY 2021 and FY 2022 are estimates per the FY 2022 Adopted Budget Plan via the Department of Management and Budget and Department of Tax Administration. Estimates of tax collections for fiscal years 2021 and 2022 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.[Delete or update prior sentence.]

Section 58.1-3916 of the Code of Virginia authorizes Fairfax County, pursuant to Section 4-10-1 of the County Code, to impose a penalty of 10% for failure to pay taxes when due, with interest to be due on such taxes and penalty following the day such taxes are due at the rate of 10% per annum the first year and at the greater of 10% per annum and the rate established pursuant to Section 6621 of the Internal Revenue Code for the second and subsequent years of delinquency.

**FINANCIAL INFORMATION**

**Five-Year Summary of Revenues, Expenditures and Fund Balances for the General Fund**

The financial data shown in the following table represent a summary for the five fiscal years ended June 30, 2021, of the revenues, expenditures, and fund balances accounted for in the County's General Fund.

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	Fiscal Years Ended June 30				
	2017	2018	2019	2020	2021
<b>REVENUES</b>					
Taxes	\$3,516,899,229	\$3,589,886,690	\$3,747,031,873	\$3,875,613,475	\$3,987,017,016
Permits, fees, and licenses	52,201,079	52,723,373	55,876,219	54,006,590	57,091,315
Intergovernmental	356,846,491	355,433,536	358,732,841	418,199,405	492,467,179
Charges for services	81,264,762	82,679,276	85,564,413	72,748,807	37,731,261
Fines and forfeitures	15,947,672	15,227,392	15,223,620	12,289,139	6,294,096
Use of money and property	31,325,447	47,076,323	75,360,724	67,158,752	25,774,719
Recovered costs	8,960,041	9,234,813	10,573,978	7,586,746	8,502,496
Gifts, donations, and contributions	890,976	1,221,172	1,352,426	1,994,833	612,547
<b>Total revenues</b>	<u>\$4,064,335,697</u>	<u>\$4,153,482,575</u>	<u>\$4,349,716,094</u>	<u>\$4,509,597,747</u>	<u>\$4,615,490,629</u>
<b>EXPENDITURES</b>					
Current:					
General government administration	\$158,210,278	\$154,169,910	\$165,860,066	\$196,985,197	\$204,608,479
Judicial administration	56,018,395	57,378,283	60,449,751	62,189,796	61,256,531
Public safety	673,290,385	683,701,748	712,268,123	721,459,588	734,927,745
Public works	90,215,133	93,472,087	95,769,815	90,578,294	93,498,804
Health and welfare	391,618,833	398,899,103	412,322,298	430,321,393	378,540,159
Community development	62,174,038	64,198,596	67,543,752	69,654,301	88,912,424
Parks, recreation, and cultural	36,528,547	38,349,375	40,003,747	40,154,412	38,033,431
Intergovernmental:					
Community development	10,988,449	11,360,629	11,424,718	13,698,538	67,192,619
Parks, recreation, and cultural	33,129,930	34,155,180	35,656,948	35,316,698	37,909,623
Education - for Public Schools	1,926,706,345	1,980,106,487	2,067,345,801	2,149,231,439	2,156,536,123
Capital outlay:					
General government administration	11,545,792	14,037,641	21,822,724	17,997,369	23,472,494
Judicial administration	5,720	295,988	88,925	105,483	116,469
Public safety	1,851,101	2,055,229	2,385,861	2,563,235	1,721,862
Public works	247,960	31,250	216,212	39,018	86,002
Health and welfare	483,077	864,435	404,267	227,738	2,590,446
Community development	7,495	95,076	75,194	85,833	27,083
Parks, recreation, and cultural	3,676,970	4,063,338	4,091,628	4,369,355	4,374,410
Debt service:					
Principal retirement	857,156	866,604	876,157	885,815	895,579
Interest and other charges	68,367	58,919	49,366	39,708	29,944
<b>Total expenditures</b>	<u>\$3,457,623,971</u>	<u>\$3,538,159,878</u>	<u>\$3,698,655,353</u>	<u>\$3,835,903,210</u>	<u>\$3,894,730,227</u>
<b>Revenues over (under) expenditures</b>	\$606,711,726	\$615,322,697	\$651,060,741	\$673,694,537	\$720,760,402
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	\$21,572,105	16,440,411	6,753,319	13,276,664	7,139,163
Transfers out	(548,220,839)	(574,394,290)	(601,828,488)	(613,961,660)	(651,171,626)
Capital Leases	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<u>(\$526,648,734)</u>	<u>(\$557,953,879)</u>	<u>(\$595,075,169)</u>	<u>(\$600,684,996)</u>	<u>(\$644,032,463)</u>
Net change in fund balances	80,062,992	57,368,818	55,985,572	73,009,541	76,727,939
Beginning Fund Balance	341,392,461	421,455,453	478,824,271	534,809,843	607,819,384
Ending Fund Balance	<u>\$421,455,453</u>	<u>\$478,824,271</u>	<u>\$534,809,843</u>	<u>\$607,819,384</u>	<u>\$684,547,323</u>

Source: Fairfax County Annual Comprehensive Financial Reports for the fiscal years ended June 30, 2017-2021, Exhibit A-3 - Statement of Revenues, Expenditures, and Changes in Fund Balances for Governmental Funds.

## Financial Policies

The Board of Supervisors has been guided by long-standing financial policies and guidelines in the conduct of financial management. The governing statement of financial policy is contained within the Ten Principles of Sound Financial Management (“Ten Principles”). Adopted by the Board of Supervisors in 1975 and amended as needed to address changing economic conditions and management practices, the Ten Principles have been reaffirmed and have guided each succeeding Board of Supervisors to establish strong fiscal management tools and practices. The Ten Principles provide for the integration of land use planning with capital and operating budgets; establish guidelines for the development of annual balanced budgets; stress the importance of maintaining positive cash balances; establish firm not to exceed limits to debt ratios; provide guidance on cash management, internal controls, and performance measurement; provide guidelines restricting the proliferation of underlying debt and use of moral obligation financing; and encourage the development of a diversified economy within the County.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a “Managed Reserve” in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This Managed Reserve has been incorporated in the budget each fiscal year. This Managed Reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed 2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

From time to time the Board of Supervisors has amended the Ten Principles in order to address changing economic conditions and management practices. Changes adopted on April 21, 2015, reflect the Board’s commitment to increasing the County’s reserve policies and to continue to strengthen the County’s financial position. The Managed Reserve target was increased from 2% to 4% of General Fund disbursements and the Revenue Stabilization Fund target was increased from 3% to 5% of General Fund Receipts. In addition, an Economic Opportunity Reserve was established to stimulate economic growth and will provide for strategic investment opportunities that are identified as priorities by the Board of Supervisors. This reserve is fully funded at 1% of total General Fund disbursements. Funding for this reserve only occurs after the Managed Reserve and the Revenue Stabilization Fund are fully funded at their new levels of 4% and 5%, respectively. As of the FY 2022 Adopted Budget Plan, the FY 2022 projected balance has the Managed Reserve fully funded at \$182.6 million (4%) and the Revenue Stabilization Fund fully funded at \$228.2 million (5%). Also, the Economic Opportunity Reserve is now fully funded at \$45.8 million (1%).

Other policies and tools that have been designed to enhance the impact of the Ten Principles include annual adoption of budgetary guidelines, formal establishment of various expenditure, revenue, and special purpose reserves, capital improvement planning guidelines, policies for risk management, guidelines for acceptance of grant awards, and planning for information technology. Various tools in active use by the County include the annual budget, the Capital Improvement Program, revenue and financial forecasts, and

management initiatives such as a performance measurement program, a pay-for-performance management system, workforce planning, and various information technology initiatives.

### **Certain Financial Procedures**

#### *Description of Funds*

The County's annual audited financial statements include the funds administered by the Board of Supervisors and the School Board. The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions in each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues, and expenditures.

#### *Budgetary Procedure*

The County has no legal authority to borrow in anticipation of future years' revenues, except by the issuance of bonds or bond anticipation notes.

Prior to the beginning of each fiscal year, the Board of Supervisors adopts a budget plan consisting of contemplated expenditures and estimated revenues for such fiscal year. On the basis of the adopted budget plan, the Board of Supervisors appropriates funds for the expenditures, and establishes tax rates sufficient to produce the revenues, contemplated in the budget plan.

The annual budgeting process for a fiscal year begins in the first quarter of the previous fiscal year with the submission by agency directors of budget requests to the Department of Management and Budget. During the second quarter, budget requests are reviewed and meetings between the County Executive, Deputy County Executives, and agency directors are held to discuss agency requests. Upon receipt of the preliminary budget of the School Board in the third quarter, the County Executive prepares an initial budget for submission to the Board of Supervisors and proposes tax rates sufficient to produce revenues needed to meet expenditures contemplated in the initial budget. After work sessions with the Board of Supervisors and public hearings on the proposed budget, changes are made and the final budget is adopted. Tax rates are established prior to the beginning of the fiscal year for which the budget is prepared.

During the fiscal year, quarterly reviews of revenue and expenditures are undertaken by the County Department of Management and Budget. On the basis of these reviews, the Board of Supervisors revises appropriations as needed or desired.

### **Investment Management Policy**

The County's Division of Investments and Cash Management operates under the direction of the Investment Committee comprised of the Chief Financial Officer, Director of the Department of Management and Budget, the Director of the Department of Finance, the Director of the Department of Tax Administration, and the Deputy Director of the Department of Finance. Guided by a formal investment policy, the Committee continually reviews the County's investment policies and strategies and monitors daily investment activity.

During FY 2021, the County's average portfolio size (which includes investments in the General Fund, Special Revenue Funds, and Enterprise Funds) was approximately \$3.7 billion. The funds are invested in U.S. Treasury obligations, obligations of the Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Farm Credit Bank, and Fannie Mae, bankers' acceptances, commercial paper (rated A1/P1 or higher), negotiable and non-negotiable and insured certificates of deposit, money market

mutual funds limited to government obligations, corporate notes, bank notes, and other investments permitted under Virginia law for these purposes.

The County's investment policy, which governs the pooled cash, and general obligation bond proceeds, portfolios prohibits investment in instruments generally referred to as derivatives, and the County does not employ leverage in its investments.

The Association of Public Treasurers of the United States and Canada has awarded the County a certification for its investment policy each year since 1998. To achieve certification, an investment policy must establish standards recognized in the profession as fostering prudent management of public funds.

### **General Fund Revenues, Expenditures, Transfers and Beginning Fund Balance**

The General Fund is maintained by the County to account for revenue derived from Countywide ad valorem taxes, other local taxes, licenses, fees, permits, charges for services, certain revenue from federal and State governments, and interest earned on invested cash balances of the General Fund and Capital Project Funds. General Fund expenditures and transfers include the costs of general County government, transfers to the School Operating Fund to pay the local share of operating Fairfax County public schools, and transfers to the Debt Service and Capital Projects Funds to pay debt service on County general obligation bonds and for certain capital improvement projects.

### **General Fund Summary**

Shown below are the County's revenues, expenditures, transfers, and beginning fund balance of the General Fund for FY 2017 through FY 2021:

#### **General Fund Revenues, Transfers In, and Beginning Fund Balance**

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
General Property Taxes	\$3,003,139,306	\$3,062,962,780	\$3,218,786,090	\$3,339,797,219	\$3,437,912,778
Other Local Taxes	513,759,924	526,923,910	528,245,783	535,816,256	549,104,238
Permits, fees, and licenses	52,201,079	52,723,373	55,876,219	54,006,590	57,091,315
Intergovernmental	356,846,491	355,433,536	358,732,841	418,199,405	492,467,179
Charges for Services and Recovered Costs	90,224,803	91,914,089	96,138,391	80,335,553	46,233,757
Fines and Forfeitures	15,947,672	15,227,392	15,223,620	12,289,139	6,294,096
Use of money and property	31,325,447	47,076,323	75,360,724	67,158,752	25,774,719
Miscellaneous	890,976	1,221,172	1,352,426	1,994,833	612,547
Transfers In	21,572,105	16,440,411	6,753,319	13,276,664	7,139,163
Beginning Fund Balance	<u>341,392,461</u>	<u>421,455,453</u>	<u>478,824,271</u>	<u>534,809,843</u>	<u>607,819,384</u>
Total	<u>\$4,427,300,263</u>	<u>\$4,591,378,439</u>	<u>\$4,835,293,684</u>	<u>\$5,057,684,254</u>	<u>\$5,230,449,176</u>

Source: Fairfax County Annual Comprehensive Financial Reports for FY 2017-2021

### General Fund Expenditures and Transfers Out

	2017	2018	2019	2020	2021
Transfer to School Operating Fund	\$1,926,618,902 <sup>1</sup>	\$1,980,019,600	\$2,067,259,207	\$2,149,116,697	\$2,156,422,211
Costs of General County Government	1,657,082,620	1,688,569,596	1,766,730,529	1,833,362,498	1,885,524,035
Transfer to Debt Service Funds	326,622,753	335,166,178	340,433,977	329,741,798	329,222,805
Transfer to Capital Project Funds	37,065,093	50,689,799	51,062,674	39,119,032	47,919,734
Transfer to Metro Construction and Operations Fund	13,557,955	13,557,955	20,695,098	43,950,424	43,950,424
Other Transfers	<u>44,897,487</u>	<u>44,551,040</u>	<u>54,302,356</u>	<u>54,574,421</u>	<u>82,862,640</u>
Total	<u>\$4,005,844,810</u>	<u>\$4,112,554,168</u>	<u>\$4,300,483,841</u>	<u>\$4,449,864,870</u>	<u>\$4,545,901,849</u>

Source: Fairfax County Annual Comprehensive Financial Reports for FY 2017-2021

<sup>1</sup> Excludes the operating contribution of \$87,443 to Northern Virginia Community College.

### Revenues

The following is a discussion of the General Fund revenue structure.

*General Property Taxes* – An annual ad valorem tax is levied by the County on the assessed value of real and tangible personal property located within the County as of January 1 preceding the fiscal year in which such tax is due. The personal property tax on motor vehicles that acquire situs within the County or have title transferred on or after January 2 is prorated on a monthly basis. Real property and personal property are assessed at 100% of fair market value. Real property taxes are due on July 28 and December 5 of the fiscal year in which they are levied. The payment date for personal property taxes is October 5. The penalty for late payment is 10% of the amount due, and interest on delinquent taxes and penalties accrues at a rate of 1% per annum for real estate taxes and 5% per annum for personal property taxes. In cases of property on which delinquent taxes are not paid within three years, the County may sell the property at public auction to pay the amounts due. There is no legal limit at the present time on the property tax rates that may be established by the County. Property taxes (including delinquent payments, penalties, and interest) accounted for 74.5% of total General Fund revenues in FY 2021. However, this percentage does not include the reimbursement from the Commonwealth of Virginia for a portion of the personal property tax. Including the reimbursement reflected in Intergovernmental revenue, the percentage of revenue from property taxes in FY 2021 was 79.1%. A description of the Commonwealth's plan to reduce personal property taxes follows.

During its 1998 Special Session, the General Assembly of Virginia enacted legislation to reduce personal property taxes applicable to individually owned motor vehicles. The reduction, which applies to the first \$20,000 in assessed value, was scheduled to be phased in over a five-year period. The legislation states that the Commonwealth will reimburse local governments for the revenue lost from the reduction in personal property tax collections. In fiscal years subsequent to the legislation personal property taxes paid by citizens steadily reduced until such reduction equaled 70% in 2002. Due to Commonwealth budget constraints, the 2003 Virginia General Assembly temporarily froze the tax reduction at 70%. The 2005 General Assembly revised this measure further to limit its tax relief payments to all localities to a total of \$950 million per tax year beginning with 2006 (fiscal year 2007). The County's fixed share of the \$950 million is \$211,313,944, as determined by its share of the total payments made to all localities by the

Commonwealth during calendar years 2004 and 2005 for tax year 2004 (fiscal year 2005). The County's total personal property tax collections for FY 2021 were \$642.4 million, comprised of \$431.1 million paid by taxpayers and \$211.3 million reimbursed by the Commonwealth of Virginia as Intergovernmental Revenue.

*Other Local Taxes* – The County levies various other local taxes, including a 1% local sales tax (collected by the Commonwealth and remitted to the County), a tax on consumer utility bills based on consumption for gas and electric services and a 5% communications sales tax which is imposed on the charge for or sale of communications services. Also included in this category are a cigarette tax of \$0.30 per pack, property recordation taxes, an automobile license tax, and various businesses, professional, and occupational licenses taxes. These taxes accounted for 11.9% of total General Fund revenues in FY 2021.

*Permits, Privilege Fees, and Licenses* – The County requires that licenses or permits be obtained in order to perform certain activities in the County and that fees be paid for services provided by certain County departments. These revenues represented 1.2% of total General Fund revenues for FY 2021.

*Fines and Forfeitures* – The sources of revenue in this category include court fines and penalties from the Circuit Court and the General District Court and court fines, costs from the Juvenile and Domestic Relations District Court and fines for traffic violations, misdemeanors, and felonies. In addition, the County receives revenues from parking violations as authorized under the County Code. Revenues in this category represented 0.1% of General Fund revenues in FY 2021.

*Use of Money and Property* – The principal sources of revenue to the General Fund from the use of money and property are interest on General Fund and Capital Project Fund investments and minor amounts of revenue from the sale and lease of County equipment and property. These revenues represented 0.6% of General Fund revenues in FY 2021.

*Charges for Services and Recovered Costs* – The principal sources of revenue to the General Fund from charges for services are County Clerk fees, school age child care fees, recreation fees, publication sales and various other services for which the County charges a fee. Revenues in this category represented 1.0% of General Fund revenues in FY 2021.

*Intergovernmental Revenue* – Intergovernmental revenue is comprised of revenue from the Commonwealth, revenue from the federal government, and revenue from local government. Revenues in this category represented 10.7% of General Fund revenues in FY 2021. This percentage includes the revenue that the County receives from the Commonwealth as reimbursement for the County's personal property tax. Each revenue source within intergovernmental revenue is described below.

*Revenue from the Commonwealth* – The County is reimbursed by the Commonwealth for a portion of shared expenses, including certain expenditures for social services, the sheriff's office, courts, the Office of the Commonwealth Attorney, and other constitutional offices. Additionally, the County receives a share of the net profits from the State Alcoholic Beverage Control Board's liquor sales and state contributions to assist in meeting law enforcement expenditures. As mentioned in the section concerning General Property Taxes, the Commonwealth also reimburses the County for a portion of its personal property tax on vehicles. Including the reimbursement for the County's personal property tax, revenues from this category represented 6.7% of total General Fund revenues in the fiscal year ended June 30, 2021. Excluding this reimbursement, revenue from this category represented 2.1% of General Fund revenue in FY 2021. The County receives a significant amount of additional State aid in support of public school operations. These revenues are credited directly to the School Operating and School Lunch Funds, however, and are not reflected in the General Fund.

*Revenue from the Federal Government* – The principal sources of categorical federal aid to the General Fund are federal grant money supporting human service programs such as supplemental nutrition, temporary assistance for needy families, foster care, adoption assistance, and medical assistance for clients of the Department of Family Services. This revenue category represented 3.8% of General Fund revenues in FY 2021.

*Revenue from Local Government* – The principal sources of local government revenues are reimbursement from the Public Schools System for school nurses and reimbursement from the Park Authority for the debt service. This revenue category represented 0.2% of General Fund revenues in FY 2021.

*Miscellaneous Revenues* – The sources of revenue in this category include the sale of land and buildings, contract rebates, and other miscellaneous sources. These revenue sources accounted for 0.01% of General Fund revenue in FY 2021.

### **Expenditures and Transfers**

The following is a discussion of the major classifications of General Fund expenditures and transfers.

*Transfer to School Operating Fund* – The County transfers money from the General Fund to the School Operating Fund to pay the County's share of the costs of operating public schools in Fairfax County. This transfer represented approximately 47.4% of total disbursements from the General Fund in the fiscal year ended June 30, 2021. The transfer to the School Operating Fund was approximately 69.3% of total receipts of the School Operating Fund. Other revenues credited directly to the School Operating and School Lunch Funds include revenue from the Federal Government, the Commonwealth, the City of Fairfax (representing tuition of students residing in the City of Fairfax who attend Fairfax County schools), and other revenue derived locally from sale of textbooks, school lunches, etc.

*Costs of General County Government* – The County pays the costs of general County government from the General Fund. These costs include expenditures for general government administration, judicial administration, public safety, public works, health and welfare, parks, recreational and cultural programs, and community development. This classification was approximately 41.5% of total General Fund disbursements in FY 2021.

*Transfer to Debt Service Fund* – The County transfers from the General Fund to the Debt Service Fund amounts sufficient to pay principal and interest on outstanding County and School debt including general obligation bonds and EDA and FCRHA revenue bonds. Transfers to the Debt Service Fund represented 7.2% of total General Fund disbursements in FY 2021. Effective FY 2006, Fairfax County Public Schools (FCPS) transfers from its operating fund to the County's Debt Service Fund an amount sufficient to pay principal and interest on the applicable portion of the 2014A County Facilities Projects Bonds.

*Transfer to Capital Project Funds* – The County transfers money from the General Fund to the Capital Project Funds to pay the cost of certain capital improvements. The General Fund transfer to the Capital Project Funds (except for the General Fund transfer for Fairfax County's obligations to WMATA, which is discussed below) represented 1.1% of total General Fund disbursements in FY 2021.

*Transfer to Metro Construction and Operations Fund* – The County is a member jurisdiction of WMATA and as such has agreed to make certain capital contributions in support of the construction by WMATA of a rail transit system to serve the Washington metropolitan area (which includes the County)

and to pay a portion of the deficit incurred by WMATA in the operation of its bus system and rail system. The County generally has used bond proceeds to fund its capital contributions to WMATA and has transferred money from the General Fund to pay its share of the bus and rail operating subsidies. The General Fund transfer to the Metro Construction and Operations Fund to pay the County's share of the system's operating subsidies represented 1.0% of total General Fund disbursements in FY 2021. See the subsection herein entitled "GOVERNMENT SERVICES – Transportation" for a more complete discussion of the County's obligations with respect to WMATA.

*Other Transfers* – The County transfers money from the General Fund to other funds for a variety of purposes. The General Fund transfer to other funds includes transfers to the County Transit Systems, Information Technology, Aging Grants and Programs, Community-Based Funding Pool, Housing Programs for the Elderly, Health Benefits Trust, and Equipment Management and Transportation Agency. Transfers to other funds were 1.8% of total General Fund disbursements in FY 2021.

*Transfer to Revenue Stabilization Fund* – Beginning in FY 2000, the County began setting aside money in the General Fund for a Revenue Stabilization Fund to address significant revenue reductions during severe, prolonged economic downturns. The Revenue Stabilization Fund represented 33.4% of the total fund balance in the General Fund as of June 30, 2021.

## **FY 2022 Budget**

On May 3, 2021, the Board of Supervisors approved the FY 2022 Adopted Budget Plan. This budget was based on total revenues of \$4.52 billion, which is an increase of 1.4 percent over the FY 2021 Adopted Budget Plan. Residential equalization increased 4.25 percent and commercial equalization decreased 4.05 percent, resulting in an overall 2.88 percent increase in real estate values. The County's real estate tax rate was reduced from \$1.15 per \$100 of assessed value to \$1.14 per \$100 of assessed value.

FY 2022 General Fund Adopted Disbursements total \$4.53 billion, which is a 1.2 percent increase above the FY 2021 Adopted Budget Plan. County support to Fairfax County Public Schools is equal to \$2.38 billion, which is a 1.2 percent increase over the FY 2021 Adopted Budget Plan, and 52.6 percent of FY 2022 Disbursements. Also, funding is provided for a one percent market rate adjustment for all County employees, additional investments in public safety and human services, which are partially offset by departmental reductions and operational savings. The County will continue with a Mid-Year FY 2022 Budget Review (January 2022) as done previously in FY 2021, and the FY 2022 Third Quarter Review (Spring 2022) that coincides annually as part of the budget process.

On December 7, 2021, the FY 2022 Mid-Year Budget Review was presented to the Board of Supervisors. Audit adjustments and revenues net to \$22.7 million largely due to increases in Personal Property, Sales Tax, Business Licenses, and Transient Occupancy Tax, and are partially offset by decreases in School-Age Child Care fees due to COVID-19 related capacity constraints. Expenditures were adjusted by \$14 million to provide fund for a construction escalation reserve, investment in bike and pedestrian projects, and various county operational requirements. After adjusting the County's reserves for \$2.2 million, a net available balance remains of \$6.5 million. The Board of Supervisors approved the FY 2022 Mid-Year Review as part of its January 25, 2022, Board meeting.

## **FY 2023 Budget**

As of November 2021, the County's FY 2023 Budget Forecast reflected an estimated balanced County budget based on the following assumptions. Revenue growth is projected at 5.7 percent over the FY 2022 Adopted Budget Plan, driven largely by real estate taxes at the current rate of \$1.14 per \$100 of assessed value, and continued increases in Personal Property Tax, Sales Tax, Business Licenses, and

Transient Occupancy Tax. Disbursements included in the forecast provided funding for employee compensation and benefits, debt service requirements, and recurring adjustments initially funded as part of the FY 2022 Carryover Review and with stimulus funds. County staff continue to review all budget requests and monitor revenue trends, and make further adjustments as necessary. The County Executive's FY 2023 Advertised Budget Plan is anticipated to be presented to the Board of Supervisors in February 2022.

### **CAPITAL IMPROVEMENT PROGRAM**

In connection with the County's adopted comprehensive land use plan, the Fairfax County Planning Commission annually prepares and submits to the Board of Supervisors a capital improvement program ("CIP") for the ensuing five-year period. The CIP is designed to balance the need for public facilities as expressed by the County's land use plan with the fiscal capability of the County to provide for those needs.

The CIP is an integral element of the County's budgeting process. The five-year document serves as a general planning guide for the construction of general purpose, school and public utility projects in the County. The CIP is updated and approved by the Board of Supervisors each year. This annual review process prompts careful attention to the development of reliable capital expenditure and revenue estimates and the timely scheduling of bond referenda.

In connection with the CIP process, the Board of Supervisors has adopted certain policy guidelines for the development and financing of the CIP. These guidelines include self-imposed restrictions on the issuance of general obligation bonds designed to keep General Fund supported debt service expenditures less than 10% of total Combined General Fund disbursements, and to maintain the ratio of bonded indebtedness to the market value of taxable property in the County at a level less than 3.0%.

The Board of Supervisors continues to review the County's debt program in light of current fiscal conditions and capital needs. Currently, general obligation bond sales for new money projects are limited to an average of \$300 million per year with a maximum limit of \$325 million in a single year. The CIP for fiscal years 2022-2026 (along with estimates for fiscal years 2027 to 2031) was approved by the Board of Supervisors on April 27, 2021. The County program includes new construction, renovation and renewal of school facilities, parks, housing development, revitalization, storm water management, public safety and courts, libraries, human services, solid waste, sewers, and transportation. Significant capital construction activity from FY 2022-2031 totaling \$10.49 billion is anticipated for the County, in addition to \$0.88 billion in regional parks and water supply projects that are undertaken within the County to benefit County residents but not managed or funded directly by the County. The total capital construction activity to be financed by the County totals \$11.37 billion from FY 2022-2031.

On December 7, 2021, the Board of Supervisors approved an additional increase to the County's bond sale limits from \$300 million to \$400 million with the County and the Schools each receiving an additional \$50 million. This increase was the result of a recommendation from a yearlong Joint Board of Supervisors and School Board Capital Improvement Committee that concluded its work in fall 2021. Applicable updates to the County's Ten Principles of Sound Financial Management with respect to these revised bond sale limits will be included as part of the FY 2023 budget process. The actual amount of bond sales will be determined by the standard annual review of construction funding requirements and municipal bond market conditions.

As part of the 2020 legislative session, the Virginia General Assembly voted to provide localities the authority to require that, for construction contracts paid for, in whole or in part, with funds of the locality, "bidders, offerors, contractors, and subcontractors" must "pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the public contract at the prevailing wage rate." For purposes of the Virginia

Code, the prevailing wage rate is determined by the Commonwealth’s Commissioner of Labor and Industry “on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act.” The Board’s Legislative Committee received a presentation about the prevailing wage at its March 16, 2021, and October 26, 2021, meetings. At the December 7, 2021, Board of Supervisors meeting, County staff presented a draft prevailing wage ordinance for discussion. On January 25, 2022, the Board held a public hearing on, and then adopted, the prevailing wage ordinance.

## RETIREMENT SYSTEMS

Fairfax County administers four separate public employee retirement systems that provide pension benefits for various classes of County employees: Fairfax County Employees’ Retirement System (“ERS”), Fairfax County Police Officers Retirement System (“PORS”), Fairfax County Uniformed Retirement System (“URS”), and the Educational Employees’ Supplemental Retirement System of Fairfax County (“ERFC”). In addition, professional employees of the Fairfax County Public Schools participate in a plan sponsored and administered by the Virginia Retirement System (“VRS”).

The Fairfax County retirement systems investments are managed by independent professional investment managers. Investments in derivatives are not made for speculative purposes but may be used by investment managers to gain access to markets, to reduce risk, or to reduce transaction costs.

In fiscal year 2015, the County implemented GASB No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*. GASB Statement No. 68 establishes the standards for accounting and reporting employee pension plans including the recognition and measurement of liabilities, deferred inflows and outflows, expenses and expenditures. The tables below are presented in conformity with GASB Statement No. 68.

As of June 30, 2020, membership in the reporting entity’s plans consisted of the following:

Description	Primary Government			Component Unit – Public Schools
	ERS	PORS	URS	
Retirees and beneficiaries receiving benefits	9,824	1,202	1,462	12,842
Terminated employees entitled to, but not yet receiving, benefits	2,349	70	98	5,415
Deferred Retirement Option Plan participants	785	74	128	N/A
Active employees	14,204	1,353	1,941	22,360

Source: Fairfax County Annual Comprehensive Financial Report for FY 2021

### Fairfax County Employees’ Retirement System (ERS)

#### *Plan Description*

The Fairfax County Employees’ Retirement System (ERS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia which covers only employees of the reporting entity. The plan covers full-time and certain part-time employees of the reporting entity who are not covered by other plans of the reporting entity or the VRS. This is the only plan that provides pension benefits to both the primary government and component units. The balances have been allocated in the

financial statements as follows: County 68.9 percent including business type activities, FCPS 25.9 percent, EDA 0.4 percent, FCRHA 1.6 percent, FCPA 3.2 percent of all totals.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Members who were hired before January 1, 2013, had the option to elect to join Plan A or Plan B, and members who were hired on or after January 1, 2013, may elect to join Plan C or Plan D. Members who were hired on or after July 1, 2019, are automatically enrolled in Plan E. To be eligible for normal retirement, an individual must meet the following criteria: (a) attain the age of 65 with five years of service, (b) for Plans A and B, attain the age of 50 with age plus years of service being greater than or equal to 80, or (c) for Plans C, D, and E, attain the age of 55 with age plus years of service being greater than or equal to 85. The normal retirement benefit is calculated using average final compensation (i.e., the highest 78 consecutive two week pay periods or the highest 36 consecutive monthly pay periods) and years (or partial years) of creditable service at date of termination. For Plans A, B, C, and D, if normal retirement occurs before Social Security benefits are scheduled to begin, an additional monthly benefit is paid to retirees. Plan E eliminates the pre-Social Security Supplement; however, there is a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those who commenced employment on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or entry into the Deferred Retirement Option Program ("DROP"). The benefit for early retirement is actuarially reduced and payable at early termination.

On December 4, 2018, the Fairfax County Board of Supervisors voted to approve changes to ERS, for employees hired on or after July 1, 2019, who will participate in a new plan. The changes include eliminating the pre-Social Security Supplement and eliminating the one-time 3 percent calculated retirement annuity increase from the plan. Changes also include the addition of a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security.

Effective July 1, 2005, a DROP was established for eligible members of the ERS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

#### *Funding Policy*

All contribution requirements for ERS are established and may be amended by County ordinances, including member contribution rates. Plan A and Plan C require member contributions of 4.0 percent of compensation up to the maximum Social Security wage base and 5.33 percent of compensation in excess of the wage base. Plan B, Plan D, and Plan E require member contributions of 5.33 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2021, was 28.35 percent of annual covered payroll. The employer contribution made during the measurement period of the liability was \$234,743,643. The FY 2021 employer contribution totaled \$227,846,281.

*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

ACFR Reporting Year	
Measurement Date June 30 of prior year	2021
<b>Total Pension Liability</b>	
Service cost	\$103,313
Interest	415,149
Changes in benefit terms	-
Differences between expected and actual experience	(5,461)
Changes of assumptions	-
Benefit payments, including refunds of member contributions	(343,616)
<b>Net change in total pension liability</b>	169,385
<b>Total pension liability – beginning</b>	5,791,681
<b>Total pension liability – ending</b>	\$5,961,066
<b>Plan Fiduciary Net Position</b>	
Contributions – employer	234,743
Contributions – member	40,327
Net investment income	111,442
Benefit payments, including refunds of member contributions	(343,616)
Administrative expense	(2,471)
<b>Net change in plan fiduciary net position</b>	40,425
<b>Plan fiduciary net position – beginning</b>	4,101,638
<b>Plan fiduciary net position – ending</b>	\$4,142,063
<b>Net pension liability – ending</b>	\$1,819,003
Plan fiduciary net position as a percentage of the total pension liability	69.5%
Covered employee payroll	\$828,020
Net pension liability as a percentage of covered employee payroll	219.7%

Source: Fairfax County Annual Comprehensive Financial Report for FY 2021

*Administration*

There are ten members of the ERS Board of Trustees. Four members are appointed by the Board of Supervisors. Three members are elected representing the following groups: County employees, Schools employees, and retired employees. The Fairfax County Director of Human Resources and the Director of Finance serve as ex-officio members of the board, along with an appointee from the Fairfax County Public Schools system.

*Professional Services*

An independent auditor and actuary are hired to provide service to the fund.

**Fairfax County Police Officers Retirement Systems (PORS)***Plan Description*

The Fairfax County Police Officers Retirement System (“PORS”) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia. The plan covers County police officers who are not covered by other plans of the reporting entity or the VRS and former Park Police officers who elected to transfer to the PORS from the Uniformed Retirement System effective January 22, 1983.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Based on sworn in date, individuals were enrolled in Plan A, Plan B or Plan C. To be eligible for normal retirement, an individual must meet the following criteria: for Plan A (if

sworn in before December 31, 2012) attain the age of 55 or have completed 25 years of creditable service (20 years of creditable service if sworn in prior to July 1, 1981); for Plan B (sworn on or after January 1, 2013) and for Plan C (sworn on or after July 1, 2019) attain the age of 55 or have completed 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. For Plan B and Plan C, individuals may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan C, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if sworn in before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

Effective October 1, 2003, a DROP was established for eligible members of the PORS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

#### *Funding Policy*

All contribution requirements for PORS are established and may be amended by County ordinances, including member contribution rates. Member contributions were based on 8.65 percent of compensation at June 30, 2020.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2021, was 41.60 percent of annual covered payroll. The employer contribution made for the measurement period of the liability was \$50,781,403. The FY 2021 employer contribution totaled \$50,348,130.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

ACFR Reporting Year Measurement Date June 30 of prior year		2021
<b>Total Pension Liability</b>		
Service cost		\$ 32,944
Interest		128,461
Differences between expected and actual experience		(5,785)
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(84,449)
<b>Net change in total pension liability</b>		71,171
<b>Total pension liability – beginning</b>		1,780,416
<b>Total pension liability – ending</b>		\$1,851,587
<b>Plan Fiduciary Net Position</b>		
Contributions – employer		\$50,781
Contributions – member		10,570
Net investment income		(59,355)
Benefit payments, including refunds of member contributions		(84,449)
Administrative expense		(656)
<b>Net change in plan fiduciary net position</b>		(83,109)
<b>Plan fiduciary net position – beginning</b>		1,483,674
<b>Plan fiduciary net position – ending</b>		\$1,400,565
<b>Net pension liability – ending</b>		\$451,022
Plan fiduciary net position as a percentage of the total pension liability		75.6%
Covered employee payroll		\$122,071
<b>Net pension liability as a percentage of covered employee payroll</b>		369.5%

Source: Fairfax County Annual Comprehensive Financial Report for FY 2021

*Administration*

There are seven members of the PORS Board of Trustees. Three members are appointed by the Board of Supervisors. Two members are active employee elected representatives, and one member is a retiree elected representative. The Fairfax County Director of Finance serves as an ex-officio member of the board.

*Professional Services*

Independent auditor, actuary and investment consultants are hired to provide service to the fund.

**Fairfax County Uniformed Retirement System (URS)***Plan Description*

The Fairfax County Uniformed Retirement System (“URS”) is a legally separate single-employer defined benefit pension plan. The plan covers uniformed or sworn employees of the Fire and Rescue Department, Office of Sheriff, Park Police, helicopter pilots, and Animal Control Officers as well as non-administrative positions of the Department of Public Safety Communications who are not covered by other plans of the reporting entity or the VRS.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Employees hired before July 1, 1981, were enrolled in Plan A. Plan A members were given the opportunity to enroll in Plan B as of July 1, 1981, and to enroll in Plan C as of

April 1, 1997. From July 1, 1981, through March 31, 1997, all new hires were enrolled in Plan B. Plan B members were given the opportunity to enroll in Plan D as of April 1, 1997. From April 1, 1997, through December 31, 2012, all new hires were enrolled in Plan D. From January 1, 2013, forward, all new hires are enrolled in Plan E. From July 1, 2019, forward, all new hires are enrolled in Plan F. To be eligible for normal retirement an individual must meet the following criteria: (a) attain the age of 55 with six years of creditable service, or (b) complete 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. Annual cost-of-living adjustments are provided to retirees and beneficiaries equal to the lesser of 4.0 percent or the percentage increase in the Consumer Price Index for the Washington Consolidated Metropolitan Statistical Area. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those enrolled in Plan E and Plan F may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan F, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. In addition, Plan F eliminates the pre-Social Security Supplement; however, there is a cost neutral Early Age Option for employees who retire prior to full retirement age under Social Security. To be eligible for early retirement, employees must have 20 years of creditable service. The benefit for early retirement is actuarially reduced and payable at early termination.

Effective October 1, 2003, a DROP was established for eligible members of the URS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

#### *Funding Policy*

All contribution requirements for URS are established and may be amended by County ordinances, including member contribution rates. Plan A requires member contributions of 4.0 percent of compensation up to the Social Security wage base and 5.75 percent of compensation in excess of the wage base. Plan B requires member contributions of 7.08 percent of compensation up to the Social Security wage base and 8.83 percent of compensation in excess of the wage base. Plan C requires member contributions of 4.0 percent of compensation. Plan D, Plan E, and Plan F require contributions of 7.08 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2021, was 38.44 percent of annual covered payroll. The employer contribution made for the measurement period of the liability was \$69,930,974. The FY 2021 employer contribution totaled \$69,464,042.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

	ACFR Reporting Year Measurement Date June 30 of prior year	2021
<b>Total Pension Liability</b>		
Service cost		\$43,435
Interest		159,360
Differences between expected and actual experience		(6,625)
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(111,543)
<b>Net change in total pension liability</b>		84,627
<b>Total pension liability – beginning</b>		2,209,430
<b>Total pension liability – ending</b>		\$2,294,057
<b>Plan Fiduciary Net Position</b>		
Contributions – employer		\$69,931
Contributions – member		12,810
Net investment income		(22,161)
Benefit payments, including refunds of member contributions		(111,543)
Administrative expense		(667)
<b>Net change in plan fiduciary net position</b>		(51,630)
<b>Plan fiduciary net position – beginning</b>		1,813,733
<b>Plan fiduciary net position – ending</b>		\$1,762,103
<b>Net pension liability – ending</b>		\$531,954
Plan fiduciary net position as a percentage of the total pension liability		76.8%
Covered employee payroll		\$180,049
<b>Net pension liability as a percentage of covered employee payroll</b>		295.5%

Source: Fairfax County Annual Comprehensive Financial Report for FY 2021

*Administration*

There are eight members of the URS Board of Trustees. Three members are appointed by the Board of Supervisors. Three members are employee elected representatives comprised of two members from the Fire and Rescue Department, and one member from the Sheriff's Department. The Fairfax County Director of Finance and Director of Human Resources serve as ex-officio members of the board.

*Professional Services*

An independent auditor and actuary are hired to provide service to the fund.

**Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)***Plan Description*

The Educational Employees' Supplementary Retirement System of Fairfax County ("ERFC") is a legally separate single-employer retirement system established under the Code of Virginia. The ERFC covers all full-time educational and civil service employees who are employed by the Public Schools and who are not covered by other plans of the reporting entity. The ERFC 2001 is the retirement plan for members of the ERFC whose membership commenced on or after July 1, 2001.

Benefit provisions for ERFC and ERFC 2001 are established and may be amended by ERFC's Board of Trustees (ERFC Board) subject to approval by the School Board. All members are vested for benefits after five years of service. The ERFC benefit formula was revised effective July 1, 1988, following

changes to VRS, which ERFC has historically supplemented. The benefit structure is designed to supplement VRS and Social Security benefits to provide a level retirement benefit throughout retirement.

ERFC 2001 has a stand-alone structure. Member contributions for ERFC and ERFC 2001 are made through an arrangement that results in a deferral of taxes on the contributions. Further details of member contributions may be found in Article III of the ERFC and ERFC 2001 Plan Documents.

ERFC and ERFC 2001 provide for a variety of benefit payment types. ERFC's payment types include Service Retirement, Reduced Service, Disability, Death-in-Service, and Deferred Retirement. ERFC 2001's payment types include Service Retirement, Death-in-Service, and Deferred Retirement. ERFC's minimum eligibility requirements for receipt of full benefits range from members attaining the age of 55 with 25 years of service to completing five years of service prior to age 65. The minimum eligibility requirements for full benefits for ERFC 2001 Tier 1 members are age 60 with five years of service or any age with 30 years of service. The minimum eligibility requirements for full benefits for ERFC Tier 2 members are full Social Security age with five years of service or age and service equal 90 (the rule of 90). Annual post-retirement cost-of-living increases are effective each March 31. Participants in their first full year of retirement from ERFC 2001 Tier 1 receive a 1.49 percent increase. Participants who retire on or after January 1 receive no cost-of-living increase that first March. Under ERFC 2001 Tier 2, the first cost-of-living increase will equal approximately half of the full amount. Thereafter, the full cost-of-living increase will equal 100 percent of the Consumer Price Index for all Urban Consumers for the Washington, D.C. metropolitan area for the period ending in November of each year, capped at 4%. Additional details regarding benefit payment types can be found in the actuarial valuation and the Plan Documents.

#### *Funding Policy*

All contribution requirements for ERFC plans are established and may be amended by the ERFC Board with the approval of the School Board. The requirements are based upon a fundamental financial objective of having rates of contribution that remain relatively level from generation to generation of employees. To determine the appropriate employer contribution rates and to assess the extent to which the fundamental financial objective is being achieved, ERFC has actuarial valuations prepared annually. Members are required to contribute 3 percent of annual salary. The employer is required to contribute at an actuarially determined rate which was 6.44 percent for fiscal year 2021. Employer contributions to the pension plan were \$104,784,310 and \$104,741,255 for the years ended June 30, 2021, and June 30, 2020, respectively.

The actuarial valuations are used to set the employer contribution rate for the two-year period beginning 18 months after the valuation date. As such, the December 31, 2017, valuation recommended that the contribution rate for the two-year period beginning July 1, 2019, to June 30, 2021, be increased from 6.26 percent to 6.44 percent.

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*Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)*

ACFR Reporting Year Measurement Date June 30 of prior year		2021
<b>Total Pension Liability</b>		
Service cost		\$92,719
Interest		243,579
Changes of Benefit Terms		-
Differences between expected and actual experience		(12,696)
Changes of assumptions		-
Benefit payments, including refunds of member contributions		(185,986)
<b>Net change in total pension liability</b>		<u>137,616</u>
<b>Total pension liability – beginning</b>		<u>3,406,341</u>
<b>Total pension liability – ending</b>		<u>\$3,543,957</u>
<b>Plan Fiduciary Net Position</b>		
Contributions – employer		\$104,741
Contributions – member		49,096
Net investment income		108,472
Benefit payments, including refunds of member contributions		(185,986)
Administrative expense		(4,381)
<b>Net change in plan fiduciary net position</b>		<u>71,942</u>
<b>Plan fiduciary net position – beginning</b>		<u>2,521,442</u>
<b>Plan fiduciary net position – ending</b>		<u>\$2,593,384</u>
<b>Net pension liability – ending</b>		<u>\$950,573</u>
Plan fiduciary net position as a percentage of the total pension liability		<u>73.2%</u>
Covered employee payroll		\$1,626,417
<b>Net pension liability as a percentage of covered employee payroll</b>		<u>58.5%</u>

Source: Fairfax County Annual Comprehensive Financial Report for FY 2021

*Administration*

The Board is composed of seven members: three are appointed by the School Board, and three are elected by active ERFC members. The six combined Board members recommend someone who is not affiliated with FCPS for the seventh position, which is subject to approval by the School Board.

*Professional Services*

An independent auditor and actuary are hired to provide service to the fund.

**Virginia Retirement Systems (VRS)***Plan Description*

FCPS contributes to VRS on behalf of its covered professional employees. VRS is a cost-sharing, multiple-employer retirement system, which administers two defined benefit plans and a hybrid plan that combines the features of a defined benefit plan and a defined contribution plan. These plans are administered by the Commonwealth and provide coverage for Commonwealth employees, public school board employees, employees of participating political subdivisions, and other qualifying employees. All full-time, salaried, permanent employees of VRS-participating employers are automatically covered under VRS. All employees hired after January 1, 2014, are automatically enrolled in the Hybrid Plan. Contributions made by members and participating VRS employers are invested to provide future retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries.

### *Funding Policy*

The contribution requirement for active employees is governed by Section 51.1-145 of the Code, as amended, but may be affected as a result of funding provided to school divisions by the Virginia General Assembly. Employees are required to contribute 5.0 percent of their compensation toward their retirement. Each school division's contractually required contribution rate for the year ended June 30, 2021, was 16.62 percent of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2019. The actuarially determined rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employee during the year, with an additional amount to finance any unfunded accrued liability. Based on the provisions of Section 51.1-145 of the Code, as amended, the contributions were funded at 100 percent of the actuarial rate for the year ended June 30, 2021. Employer contributions to the pension plan were \$270,303,058 and \$255,030,396 for the years ended June 30, 2021, and June 30, 2020, respectively.

### **Fairfax County Retirement Systems – Plan Revisions from the Board of Supervisors**

As directed by the Board of Supervisors, the Fairfax County Department of Human Resources contracted with a benefits consultant to conduct a comprehensive retirement study. Based on the results of this study, the Board of Supervisors, as part of their mark-up of the FY 2013 Adopted Budget Plan on April 24, 2012, reaffirmed the County's commitment to a defined benefit plan model for current employees and for new hires. The Board also directed staff to prepare revisions to the Fairfax County Code to incorporate several modifications to the retirement systems, to apply only to new employees who are hired after January 1, 2013. These changes included increasing the minimum retirement age from 50 to 55 in the Employees' system, increasing the rule of 80 to the rule of 85 in the Employees' system, removing the pre-Social Security Supplement from DROP accounts in the Employees' system and the Uniformed system, and placing a cap on the use of sick leave for retirement purposes at 2,080 hours for all three retirement systems.

During 2017 and 2018, the Board of Supervisors again directed County staff to review its retirement plans. A retirement workgroup was established consisting of Board members and employee group representatives that included presentations and group discussions on retirement demographics, trends, potential benefit changes. Following a public hearing on December 4, 2018, the Board of Supervisors approved changes for new employees hired on or after July 1, 2019. These changes included the elimination of the Pre-Social Security supplement for the Employees' and Uniformed systems, and the elimination of a prior provision that increased the annual annuity calculation by 3 percent for the Employees, Uniformed, and Police Retirement plans.

### **Fairfax County - Other Post-Employment Benefits (OPEB)**

#### *Plan Description and Administration*

The Fairfax County OPEB Plan (the Plan) is a single-employer defined benefit plan administered by Fairfax County. The Plan provides the opportunity to continue participation in medical/dental, vision, and life insurance benefits for eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. The benefit provisions are established and may be amended by the Board. Fiduciary oversight is provided by the members of the Deferred Compensation Board. The members of the Deferred Compensation Board are the CFO, Director of Finance, Director of Human Resources, Director of Management and Budget, and the Executive Director of the Retirement Agency. The Plan does not issue a stand-alone financial report.

Beginning in fiscal year 2006, the amount of monthly medical subsidy provided by the County is based on years of service and ranges from \$30 per month to \$220 per month. Employees who retired prior

to July 1, 2003, are eligible for the greater of the amount based on the current subsidy structure or the amount calculated based on the subsidy structure in place prior to July 2003. In addition, the Board has established a program to subsidize the continuation of term life insurance at reduced coverage amounts for retirees. Retirees generally pay for 50 percent of their coverage amounts at age-banded premium rates, with the County incurring the balance of the cost. In order to receive these subsidies, retirees must be 55 or older and have a minimum of five years of service credit. If participation in any of the benefit areas is discontinued, eligibility is lost and a retiree may not re-enroll into the Plan. Consequently, all inactive employees are considered to be receiving benefits.

Participant data for fiscal years 2020 and 2021 is as follows:

<b>Membership</b>	<b>FY 2020</b>	<b>FY 2021</b>
<b>Medical Members</b>		
Number of Active Members	13,579	15,490
Average Age	44	45
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,437	5,667
Average Age	67	67
<b>Life Insurance Members</b>		
Number of Active Members	13,579	15,490
Average Age	44	45
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,927	6,086
Average Age	68	69

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

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*Statement of Changes in Net Position for the Fiscal Year ended June 30, 2021 – OPEB Trust Fund*

<b>ADDITIONS:</b>	<b><u>2021</u></b>
Contributions:	
Employer	\$17,974,135
Other	<u>97,913</u>
Total Contributions	<u>\$18,072,048</u>
Investment Income from Investment Activities:	
Net (appreciation) in fair value of investments	\$98,714,550
Interest	<u>97,913</u>
Total Income from Investment Activities	<u>\$98,720,422</u>
Less Investment Activities Expenses:	
Management Fees	\$277,002
Other	<u>500</u>
Total Investment Activities Expenses	<u>\$277,502</u>
Net Income from Investment Activities	<u>\$98,442,920</u>
Net investment income	<u>\$98,442,920</u>
<b>Total Additions</b>	<b><u>\$116,514,968</u></b>
<b>DEDUCTIONS:</b>	
Benefits	\$23,252,169
Administrative Expenses	<u>130,788</u>
<b>Total Deductions</b>	<b><u>\$23,382,957</u></b>
<b>Net Increase</b>	<b><u>\$93,132,011</u></b>
Net Position - July 1, 2020	<u>330,764,357</u>
<b>Net Position - June 30, 2021</b>	<b><u>\$423,896,368</u></b>

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

*Net OPEB Liability for the Plan*

The Plan's net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$381,809,735
Plan Fiduciary Net Position (Market Value of Assets)	<u>(423,896,368)</u>
Net OPEB Liability	<u>(\$42,086,633)</u>
Plan Fiduciary Net Position as % of Total OPEB	111.0%

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

## Fairfax County Public Schools - Other Post-Employment Benefits (OPEB)

### *Plan Description and Administration*

The Fairfax County Public Schools OPEB Trust Fund is a single-employer defined benefit plan administered by the Fairfax County Public Schools (“Public Schools”). Public Schools’ plan provides health benefits to eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. Benefit provisions are established and may be amended by the School Board. Fiduciary oversight is provided by the members of the Local Finance Board for OPEB. The Plan does not issue a stand-alone financial report.

A retiree and/or spouse who is at least 55 of years of age and participates in a Public Schools administered health insurance plan will receive an explicit subsidy ranging from \$15 to \$175 per month, based on years of service and the retirement plan in which the retiree is covered. In addition, Public Schools provides an implicit subsidy by allowing retirees to participate in the health insurance plans at the group premium rates calculated on the entire universe of active and retired employees. This subsidy occurs because, on an actuarial basis, the current and future claims of the retiree participants are expected to result in higher per person costs to the insurance plans than will be the experience for active employees.

Participant data for fiscal years 2020 and 2021 is as follows:

<b>Membership</b>	<b>FY 2020</b>	<b>FY 2021</b>
<b>Medical Members</b>		
Number of Active Members	19,878	20,309
Average Age	46	46
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	10,135	10,037
Average Age	72	72
<b>Life Insurance Members</b>		
Number of Active Members	4,457	4,705
Average Age	53	52
Average Service	11	12
<u>Number of Inactive Members</u>		
Retirees and Spouses	2,844	2,546
Average Age	72	71

Source: Fairfax County Annual Comprehensive Financial Report FY 2021

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*Statement of Changes in Net Position for the Fiscal Year ended June 30, 2021 – OPEB Trust Fund*

<b>ADDITIONS:</b>	<b><u>2021</u></b>
Contributions:	
Employer	<u>\$15,348,747</u>
<b>Total Contributions</b>	<b><u>\$15,348,747</u></b>
Investment Income from Investment Activities:	
Net increase in fair value of investments	\$47,506,802
Administrative Expense	<u>(101,244)</u>
Total Income from Investment Activities	<u>\$47,405,558</u>
<b>Total Additions</b>	<b><u>\$62,754,305</u></b>
<b>DEDUCTIONS:</b>	
Benefits payments / refunds	<u>\$10,348,747</u>
<b>Total Deductions</b>	<b><u>\$10,348,747</u></b>
<b>Net Increase</b>	<b><u>\$52,405,558</u></b>
Net Position - July 1, 2020	<u>155,969,068</u>
<b>Net Position - June 30, 2021</b>	<b><u>\$208,374,626</u></b>

*Source:* Fairfax County Annual Comprehensive Financial Report FY 2021

*Net OPEB Liability for the Plan*

The Public Schools' net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$221,203,309
Plan Fiduciary Net Position (Market Value of Assets)	<u>(208,374,626)</u>
Net OPEB Liability	<u>\$12,828,683</u>
Plan Fiduciary Net Position as % of Total OPEB	94.2%

*Source:* Fairfax County Annual Comprehensive Financial Report FY 2021

For further information regarding the County's retirement systems, see "Basic Financial Statements – Notes to Financial Statements – Notes G and H" in the County's Financial Statements for the Fiscal Year ended June 30, 2021.

**CONTINGENT LIABILITIES AND CLAIMS**

The County is contingently liable with respect to lawsuits and other claims that arise in the ordinary course of its operations. See Note L in the County's Financial Statements in the County's financial statements for the Fiscal Year ended June 30, 2021.

## **APPROVAL OF LEGAL PROCEEDINGS**

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix VI.

## **TAX MATTERS**

### **Opinion of Bond Counsel**

In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law, and subject to the provisions of this section, interest on the Bonds will not be includable in gross income of the owners of the Bonds for federal income tax purposes. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code on individuals.

For taxable years beginning after 2022, the Code imposes a minimum tax of 15 percent of the adjusted financial statement income of certain large corporations, generally consisting of corporations (other than S corporations, regulated investment companies and real estate investment trusts) with more than one billion dollars in average annual adjusted financial statement income, determined over a three-year period. For this purpose, adjusted financial statement income generally consists of the net income or loss of the taxpayer set forth on the taxpayer’s applicable financial statement for such taxable year, subject to various adjustments, but is not reduced for interest earned on tax-exempt obligations, such as the Bonds. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential impact of owning the Bonds.

### **Original Issue Discount**

The excess, if any, of the amount payable at maturity of any maturity of the Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. In general, the issue price of a maturity of the Bonds is the first price at which a substantial amount of Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may differ from the price shown on the inside cover page of this Official Statement, and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

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 additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Bonds is sold to the public may be determined according to rules that differ from those described above. An owner of a Discount Bond should consult his tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

### **Bond Premium**

The excess, if any, of the tax basis of Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the Bonds. An owner of such Bonds is required to decrease his adjusted basis in such Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Bonds are held. An owner of such Bonds should consult his tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Bonds and with respect to state and local income tax consequences of owning and disposing of such Bonds.

### **Backup Withholding**

Interest paid on the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

### **Other Tax Consequences**

Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest on the Bonds that is excluded from gross income for purposes of federal income taxation.

**PROSPECTIVE PURCHASERS OF THE BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.**

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

### **Future Tax Developments**

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

### **FINANCIAL ADVISOR**

The County has retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the “Financial Advisor”) in connection with the issuance of the Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

### **RATINGS**

The Bonds have been rated “AAA” by Fitch Ratings, Inc. (“Fitch”), “Aaa” by Moody’s Investors Service, Inc. (“Moody’s”), and “AAA” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”). The County requested that the 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 Bonds. Generally, rating agencies base their ratings on such materials and information provided by the County, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Bonds.

### **SALE AT COMPETITIVE BIDDING**

The Bonds will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the Notice of Sale relating to the Bonds (See “Appendix VIII – Notice of Sale”). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a “Final Official Statement” within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the “Underwriters”), the expected selling compensation to the Underwriters and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriters.

### **CERTIFICATE CONCERNING OFFICIAL STATEMENT**

Concurrently with the delivery of the Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

### **MISCELLANEOUS**

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

### **FUTURE FINANCIAL INFORMATION**

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Bonds, unless it has determined that the issuer of such securities and/or other persons deemed to be material “obligated persons” have committed to provide to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data (“Annual Reports”), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix VII), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2024, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA. The County has updated its procedures relating to compliance with its undertakings under the Rule to reflect the recent amendments to the Rule.

On January 23, 2019, S&P upgraded its rating from “AA” to “AA+” on several series of the Fairfax County Economic Development Authority’s Silver Line Phase I Bonds payable from certain revenues of

the County, subject to appropriation by the County's Board of Supervisors. Although the rating upgrade was reflected in the EMMA database for such Bonds, the County did not file a timely Event Notice with EMMA with respect to this rating upgrade. In addition, following the partial defeasance of a portion of one maturity of such Silver Line Phase I Bonds, the Annual Report required to be filed with EMMA on or before March 31, 2021, was timely filed with EMMA but was not correctly cross-referenced to a new CUSIP number assigned to the undefeased portion of such maturity. The undefeased portion of such maturity was thereafter defeased on May 18, 2021. The County has reviewed its procedures to ensure the timely filing and cross-referencing of Event Notices and Annual Reports in the future.

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.

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**PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL**

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX  
COUNTY, VIRGINIA

By: \_\_\_\_\_, Chairman

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[Insert Organization Chart here]

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**FAIRFAX COUNTY, VIRGINIA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS**  
**(Fiscal Year Ended June 30, 2021)<sup>(1)</sup>**

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<sup>1</sup> This Appendix comprises the County's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021. In order to preserve cross-references within such pages, this Appendix has not been repaginated and, accordingly, retains the original pagination.

### **BOOK-ENTRY ONLY SYSTEM**

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each principal amount of Bonds of a Series and maturity bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of the Bonds (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

February \_\_, 2023

Board of Supervisors of Fairfax County, Virginia  
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the “County”), we have examined certified copies of the legal proceedings, including the election proceedings and other proofs submitted, relative to the issuance and sale of

\$ \_\_\_\_\_  
**Fairfax County, Virginia**  
**Public Improvement Bonds, Series 2023A**  
(the “Bonds”)

The Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2023 to 2042, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2023. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Board of Supervisors of Fairfax County on December 6, 2022.

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an ad valorem tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Respectfully submitted,

### **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 Public Improvement Bonds, Series 2023A (the “Bonds”), pursuant to the provisions of a resolution (the “Resolution”) adopted on December 6, 2022, by the Board of Supervisors of the County. The proceeds of the Bonds are being used by the County to finance and refinance various public improvements in the County. The County hereby covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices, or disclosures that may be required under this Disclosure Agreement.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material;

- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;
- (15) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean any of the original underwriters of the County’s Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the MSRB. 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.

For these purposes, (a) any event described in the immediately preceding paragraph (12) 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 United States 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 of the County 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, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

### 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, 2022). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if the County is not acting as Dissemination Agent at such time.) 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 if such audited financial statements are not available at the time of the filing of the Annual Report.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) above or to file its audited annual financial statements with the Repository when they become publicly available, the County shall, in a timely manner, 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, the following: (i) audited annual financial statements of the County, and (ii) updated operating data, 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 MSRB. The County shall clearly identify each such other document so incorporated by reference.

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

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution or the Bond, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's Bonds, and shall create no rights in any other person or entity.

Date: February \_\_, 2023

FAIRFAX COUNTY, VIRGINIA

By:

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Christina C. Jackson  
Chief Financial Officer

**EXHIBIT A**

**CONTENT OF ANNUAL REPORT**

- (a) amended financial statements of the County;
- (b) **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.
- (c) **Debt Information.** Updated information concerning general obligation bond 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.
- (d) **Demographic Information.** Updated demographic information respecting the County such as its population, public school enrollment, and per pupil expenditures.
- (e) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits, and taxable sales data.
- (f) **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.
- (g) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

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

**EXHIBIT B**

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

**Re: FAIRFAX COUNTY VIRGINIA  
PUBLIC IMPROVEMENT BONDS,  
SERIES 2023A**

**CUSIP NOS.:**

Dated: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Resolution, adopted on December \_\_, 2022, by the Board of Supervisors of the County, the proceeds of which were used to finance and refinance various public improvements in the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

FAIRFAX COUNTY, VIRGINIA

By:

\_\_\_\_\_  
Title:

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ACTION – 5

Approval of Revisions to Chapters 1, 2, 5, 7, and 10 of the Personnel Regulations; and Procedural Memorandum 11-01, Exempt Service; and Approval of New Pay Plans and Revised Class Specifications

ISSUE:

Revisions to the Fairfax County Personnel Regulations, Chapters 1, 2, 5, 7, and 10, and PM 11-01 are required because of bills passed by the 2022 session of the Virginia General Assembly and signed into law by the Governor. Revisions are also required to update PM 11-01, Appendices 1 and 2, to reflect current Fairfax County code sections, Personnel Regulations, procedural memoranda or policies and procedures made applicable to the exempt service. Finally, the establishment of new pay plans and the resulting amendments to the class specifications require Board approval pursuant to Fairfax County Code § 3-1-16.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the proposed revisions to Chapters 1, 2, 5, 7, and 10 of the Personnel Regulations, approve the revisions to PM 11-01, and approve the new pay plans and amendments to the class specifications.

TIMING:

Board action is requested on December 6, 2022, with the revisions to the Personnel Regulations and PM 11-01 retroactive to July 1, 2022, the date the legislation took effect. Approval of pay plans A and M, as well as the associated changes to the class specifications, is retroactive to October 8, 2022.

BACKGROUND:

During the 2022 session of the Virginia General Assembly, HB710, HB1063, and HB231 were passed, signed by the Governor, and took effect July 1, 2022. HB710 amended Va. Code § 15.2-1509, veterans' preferences, by requiring local governments to give preference or consideration to a "person with a disability" in its employment and hiring policies and practices, provided the person with a disability meets all of the knowledge, skills, and eligibility requirements for the available position. The definition for "person with a disability" is the same definition used in Va. Code § 51.5-40.1 and means "any

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December 6, 2022

person who has a physical or mental impairment that substantially limits one or more of his major life activities or has a record of such impairment”.

HB1063 amended Va. Code § 15.2-1500.1, which prohibits discrimination in employment by local governments against protected classes, by adding a definition of “religion” to include “any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols”.

HB231 amended Va. Code §§ 44-93 and 44-204 by increasing the number of paid leaves of absence from 15 to 21 days per federal fiscal year for employees of the Commonwealth or its political subdivisions for former members of the armed services, members of the organized reserve forces, or members of the Virginia Defense Force or National Executive Reserve.

Revisions to Chapter 1 of the Personnel Regulations, Authority and Scope of Fairfax County Merit System Ordinance and Personnel Regulations, are required to add a Person with a Disability Preference, similar to the existing Veterans’ Preference, as required by Va. Code § 15.2-1509.

Revisions to Chapter 2 of the Personnel Regulations, Definitions, are required to add definitions for “Person with a Disability” consistent with Va. Code §§ 15.2-1509 and 51.5-40.1 and “Religion” consistent with Va. Code § 15.2-1500.1.

Revisions to Chapter 5 of the Personnel Regulations, Section 5.5-1 and -5 - Investigations and Fingerprinting, are required to add “status as a person with a disability”. In Section 5.8-2, Promotional Public Safety/Uniformed Employee Examinations - Method of Breaking Ties, the veterans’ preference language was deleted from Sections 5.8-2a and 5.8-6b because the preference only applies to initial appointments, not promotions, pursuant to Personnel Regulation 1.10,

Revisions to Chapter 7 of the Personnel Regulations, Section 7.3-3b - Certification of Applicants, added “or persons with a disability” as applicants who are to be identified on a certification list.

Revisions to Chapter 10 of the Personnel Regulations, Section 10.29-1a - Military Leave, changed 15 days to 21 days as a result of the amendments to Va. Code §§ 44-93 and 44-204.

The Office of the County Attorney reviewed all proposed Personnel Regulation revisions. On October 18, 2022, the proposed revisions were presented to the Board’s Personnel and Reorganization Committee. In addition, following an advertised public

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hearing, in accordance with the Merit System Ordinance, the proposed revisions were forwarded to the Civil Service Commission for public hearing which was held on November 16, 2022. At the hearing, the Department of Human Resources gave an overview of the proposed revisions for each chapter. No one provided public comment and the Commission's comments are included as Attachment 7.

Procedural Memorandum No. 11-01 sets forth the policies applicable to the County's exempt service and is issued by the County Executive pursuant Fairfax County Code 3-1-2 (c):

The County Executive shall issue procedural directives, with the approval of the Board of Supervisors, for administration of the exempt service. Only such provisions of this Article and of Personnel Regulations, which specifically state that they are applicable to exempt employees, or which are made applicable through procedural directives provided herein, shall apply to the exempt service.

PM 11-01, Section III, Definitions, has been updated to add a definition of "person with a disability" and "religion" consistent with Va. Code § 15.2-1509 and § 15.2-1500.1, respectively.

PM 11-01, Section V, Policies for the Exempt Service, was updated to add a hiring preference for a person with a disability, consistent with Va. Code § 15.2-1509.

PM 11-01, Appendices 1 and 2 were updated where needed to reflect current Fairfax County code sections, Personnel Regulations, procedural memoranda or policies and procedures made applicable to the exempt service.

For the new pay plans, Fairfax County job classifications assigned to pay grades S-31 and above have not been holistically reviewed or adjusted for over 10 years. In order to support the County's recruitment and retention efforts, market competitive compensation philosophy, and increasingly tight labor markets, a benchmarking study was conducted to determine what, if any, adjustments are needed to these identified job classifications.

Due to the competitive labor market, new hires are often brought in at a salary at or above long-serving County employees which has led to internal equity/alignment issues particularly with the classifications graded at S-31 and above. These job classes have historically been reviewed separately through targeted pay studies with extensive consultant support and are not typically adjusted as part of the annual benchmark study. Some individual job classes have been adjusted to address specific recruitment issues,

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but most adjustments have been held pending the completion of a comprehensive study.

On July 26, 2022, recommendations from a benchmark study were presented to the Board's Personnel and Reorganization Committee. The presentation included the new pay plans for appointed employees (Pay Plan A which will replace Pay Plan E) and management employees (Pay Plan M) as shown below:

Pay Scale Group	Pay Grade Min	Pay Grade Mid	Pay Grade Max
M01	\$ 83,460	\$ 112,671	\$ 141,882
M02	\$ 91,806	\$ 123,938	\$ 156,070
M03	\$ 100,986	\$ 136,332	\$ 171,677
M04	\$ 111,085	\$ 149,965	\$ 188,845
M05	\$ 122,194	\$ 164,961	\$ 207,729

Pay Scale Group	Pay Grade Min	Pay Grade Mid	Pay Grade Max
A01	\$ 100,986	\$ 136,332	\$ 171,677
A02	\$ 111,085	\$ 149,965	\$ 188,845
A03	\$ 122,194	\$ 164,961	\$ 207,729
A04	\$ 134,413	\$ 181,458	\$ 228,502
A05	\$ 147,854	\$ 199,603	\$ 251,352
A06	\$ 162,640	\$ 219,564	\$ 276,488

The purpose of the new pay structure is to offer more competitive salaries to better compete with surrounding jurisdictions and other employers. It will provide the County more flexibility to attract and retain employees.

In addition, the new pay plans result in amendments to the County's Classification/ Compensation Plans to reflect the change in pay plans. Details on the changes for each classification can be found at Benchmark Mapping Regrades. As a result of these classification changes, all positions impacted by these benchmark study changes were updated to reflect their new pay grade slotting effective the beginning of the first full pay period in October 2022 (October 8, 2022). As discussed during the Personnel and Reorganization Committee presentation, this item reflects the follow-on steps required to finalize the implementation of this benchmark study.

EQUITY IMPACT:

Potential to advance equity as religion and disability are covered in the One Fairfax Policy definition of equity and changes related to religion and disability support Areas of Focus #16 and #17 in the One Fairfax Policy.

FISCAL IMPACT:

Revisions to the Personnel Regulations and PM 11-01 have no fiscal impact. The full-year General Fund impact for moving employees from pay plans is estimated to be \$3.8 million and the full-year cost to all funds is estimated at \$5.0 million. Funding will be included in the FY 2024 Advertised Budget Plan.

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ENCLOSED DOCUMENTS:

Attachment 1: Proposed Revisions to Chapter 1 of the Personnel Regulations  
Attachment 2: Proposed Revisions to Chapter 2 of the Personnel Regulations  
Attachment 3: Proposed Revisions to Chapter 5 of the Personnel Regulations  
Attachment 4: Proposed Revisions to Chapter 7 of the Personnel Regulations  
Attachment 5: Proposed Revisions to Chapter 10 of the Personnel Regulations  
Attachment 6: Proposed Revisions to PM 11-01, Exempt Service  
Attachment 7: Civil Service Commissioner Memorandum

STAFF:

Ellicia Seard-McCormick, Deputy County Executive  
Christina Jackson, Chief Financial Officer  
Catherine Schafrik, Director, Department of Human Resources

ASSIGNED COUNSEL:

Karen Gibbons, Deputy County Attorney

## CHAPTER 1

### Authority and Scope of Fairfax County Merit System Ordinance and Personnel Regulations

#### 1.1 Authority

- 1 The Fairfax County Merit System is established by the Merit System Ordinance (Article 1, Chapter 3, Code of Fairfax County).
- 2 The Ordinance provides for adoption of Personnel Regulations and amendments thereto by the Board of Supervisors after consideration of the views of the County Executive, Human Resources Director, Employees Advisory Council and the Civil Service Commission. The Commission shall advertise and conduct a public hearing on each proposed change to the Personnel Regulations before submitting its recommendation to the Board of Supervisors. The Board of Supervisors also may amend the Personnel Regulations on its own motion without following the above procedure; however, any amendment adopted on the Board's own motion shall be referred to the County Executive, Human Resources Director, Employees Advisory Council and Civil Service Commission for comment, and the Civil Service Commission shall advertise and hold a public hearing before submitting its recommendations to the Board of Supervisors for further consideration by the Board.
- 3 To the extent that they are consistent with the Code of Virginia and the Fairfax County Merit System Ordinance, Personnel Regulations adopted by the Board of Supervisors have the force of law. Any provision of the Personnel Regulations which conflicts with the Code of Virginia or the Merit System Ordinance, or with any future amendment to the Code or Ordinance, shall be without effect until it has been amended to conform. Such suspension of effect shall relate only to those specific provisions which are in conflict with the Code or Ordinance and shall not affect other provisions of the Personnel Regulations which are not so in conflict.

#### 1.2 Scope

- 1 These Regulations apply to all positions and persons in the competitive service, as defined in the Ordinance.
- 2 Portions of these Regulations also may apply to the exempt service. Provisions, which apply to the exempt service, shall so state, or may be applied by reference in administrative directives issued by the County Executive as provided in the Ordinance.

- 3 In accordance with Section 3-1-1(c)(2) of the Ordinance, the Personnel Regulations also may be applied to designated employees of other public agencies within the County, pursuant to written agreements between the heads or governing bodies of such agencies and the Human Resources Director of the County, subject to approval of the County Executive and Board of Supervisors, to the effect that the conditions of employment of such employees are to be administered under the Ordinance and Personnel Regulations in the same manner as if those employees were in the administrative service of the County.
- 4 Whenever a person is designated by his or her position by these regulations to take an action or to approve or disapprove an action, the person's deputy, if any; the person, if any, who has been designated to act in an acting capacity for that position; and his or her superiors are authorized to take, approve, or disapprove the action.

#### 1.3 Administration of Program

- 1 The Fairfax County Merit System shall be administered by the Human Resources Director.
- 2 The objective of the Department of Human Resources shall be to provide those services to County officials and employees, which can best be obtained through a central office, staffed with specially trained personnel. This goal is dependent on the establishment and recognition of certain procedures, which will assist supervisors in maintaining high standards of performance while protecting employees from arbitrary and capricious actions. The Regulations which outline these procedures are based on the assumption that a sound public personnel program can best be developed by the delegation of specified powers to appointing authorities, while making the Human Resources Director responsible for provision of necessary advice, leadership and support, and for ensuring that the standards contained in the Personnel Regulations are met.

#### 1.4 Final Administrative Authority

Final administrative authority shall rest with the County Executive for all Merit System employees except as otherwise provided in the Code of Virginia. When necessary to continue County operations, the County Executive may suspend any rule in these Personnel Regulations to address catastrophic emergency situations (such as pandemic flu) following a Declaration of Emergency consistent with the County's Comprehensive Emergency Management Program, State and Federal law. The Board of Supervisors may revise or rescind such rule suspension at any time following the County Executive's action when deemed to be in the best interest of the County. The rule suspension will automatically end at the close of the declared emergency, if not revoked or rescinded earlier by the County Executive or Board of Supervisors.

1.5 Civil Service Commission

The Civil Service Commission shall have the composition, responsibilities, authority and duties prescribed in the Ordinance, plus such other responsibilities, authority and duties as may be prescribed in these Regulations or by the Board of Supervisors.

1.6 Human Resources Director

- 1 The Human Resources Director shall have such qualifications and shall perform such duties as are specified in the Merit System Ordinance.
- 2 The Human Resources Director shall perform such additional functions as are specified in these Regulations or as may be directed by the Board of Supervisors and the County Executive, provided that such functions are consistent with the Code of Virginia and the Code of Fairfax County.
- 3 The Human Resources Director is authorized to issue procedural directives to implement these Regulations.

1.7 Department Heads

- 1 The department head is the appointing authority for the employees working in his or her department. A department head is responsible for personnel administration in his or her department.
- 2 In accordance with the provisions of these Personnel Regulations, a department head may delegate the authority to act with respect to certain matters of personnel administration to his or her deputy or designee. When a department head delegates such authority, he or she still retains the management responsibility for actions taken or not taken pursuant to such delegation of authority.

1.8 Employees Advisory Council

- 1 The Merit System Ordinance establishes an Employees Advisory Council, the purpose of which shall be to provide a continuing medium through which all employees in the competitive service may contribute their advice and suggestions for the improvement of a career merit system and other aspects of the government of Fairfax County.
- 2 The operation of the Employees Advisory Council shall be in accordance with the rules and procedures adopted by the Civil Service Commission and concurred in by the Board of Supervisors.

#### 1.9 Equal Employment Opportunity

- 1 It is the policy of Fairfax County to provide equal opportunity to all employees and potential employees.
- 2 No officer or employee of the County shall discriminate against any employee or applicant for employment with regard to recruitment, application, testing, certification, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, discipline, lay-off, discharge, retirement, or any other aspect of employment on the basis of race, color, sex, creed, religion, national origin, age, disability, pregnancy or related medical conditions, gender identity, sexual orientation, genetic information, or military status.
- 3 No officer or employee of the County shall retaliate against any employee with regard to recruitment, application, testing, certification, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, discipline, lay-off, discharge, retirement, or any other aspect of employment because the employee has used or has participated in the County's grievance procedure, has complied with any law of the United States, or of the Commonwealth, or has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement to the Board of Supervisors, the County Executive, or other governmental authority.
- 4 The Human Resources Director shall maintain a current Diversity Plan to achieve equal employment opportunity goals.

#### 1.10 Veterans' Preference

Consistent with the requirements and obligations to protected classes under federal and Virginia law and the requirements of Fairfax County Code Section 3-1-21 and Section 1.9 of this chapter, in making initial appointments to the County service appointing authorities shall take into consideration or give preference to an applicant's status as an honorably discharged veteran of the armed forces of the United States, provided that such veteran meets all of the knowledge, skills, and eligibility requirements for the applied for position. Appointing authorities shall give additional consideration to veterans who have a service-connected disability rating fixed by the United States Department of Veterans Affairs. Such consideration or preference shall be limited to initial appointments to County service and shall not be required in demotions, promotions or transfers.

#### 1.11 Person with a Disability Preference

Consistent with the requirements and obligations to protected classes under federal and Virginia law and the requirements of Fairfax County Code Section 3-1-21 and Section 1.9 of this chapter, in making initial appointments to the County service appointing authorities shall

**Commented [RDB1]:** Inserting language so that it exactly mimics the language for veteran status/veteran with service connected disability language as per HB710 legislation.

take into consideration or give preference to an applicant's status as a person with a disability, provided that such person meets all of the knowledge, skills, and eligibility requirements for the applied for position. Such consideration or preference shall be limited to initial appointments to County service and shall not be required in demotions, promotions or transfers.

DRAFT

## **CHAPTER 2**

### **Definitions**

#### *Allocation*

The assignment of a position to its appropriate class in relation to duties performed.

#### *Anniversary Date*

The date on which an employee is appointed to start in a merit position. The anniversary date for public safety employees can change based on promotion dates, with exceptions noted in chapter four of these regulations.

#### *Appeal*

An application or procedure for review of an alleged grievance submitted or instituted by an employee to the Civil Service Commission or to other higher authority.

#### *Appointing Authority*

The officer, board, commission, person, or group of persons having the power by virtue of state law or County ordinance to make appointments. The appointing authority is generally responsible for personnel administration within a given department. As used in these regulations, the term "appointing authority" is synonymous with the term "department head."

#### *Appointment*

The offer to and acceptance by a person of a position.

#### *Assembled Examination*

An examination for which applicants are required to appear at a specific place for the purpose of taking a test.

#### *Break in Service*

Any separation from the service of Fairfax County whether by resignation, lay-off, dismissal, unsatisfactory service, disability, retirement, or absence without leave of three days or more when the employee is subsequently reemployed. An authorized leave without pay shall not be considered as constituting a "break in service."

## Attachment 2

### Bullying

Bullying occurs when an individual or group attempts to or does intimidate, humiliate, demean, dehumanize, or otherwise cause harm to another individual or group. Bullying can be physical conduct, verbal conduct or non-verbal conduct, and includes cyberbullying. A determination of whether conduct constitutes bullying is based on factors such as the context, the frequency, and the severity, particularly when the conduct involves a single incident. Bullying is different from discrimination and harassment based on someone's protected status (e.g., race, gender), and from workplace violence.

### Business Day

Calendar days exclusive of Saturdays, Sundays, and legal holidays.

### Class

A group of positions, which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, specification and pay range.

### Class Series

A number of classes of positions which are substantially similar as to the types of work involved and differ only in rank as determined by the importance of the duties and degree of responsibility involved and the amount of training and experience required. Such classes constitute a series and each is usually given a designation either by Roman numerals, beginning with the lowest level as I, next level II, or by rank adjectives such as the junior, intermediate or senior level, etc.

### Class Specification

A written description of a class consisting of a class title, a general statement of the level of work, a statement of the distinguishing features of work, some examples of work, and the minimum qualifications for the class.

### Classification

The grouping of positions in regard to: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c) requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay.

### Classification Review or Reclassification Review

An evaluation of the duties and responsibilities of a position performed by the Department of Human Resources to determine the appropriateness of the present class. Appropriateness will be determined on the basis of: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c)

County of Fairfax, Virginia-Personnel Regulations

July 1, 2022

## Attachment 2

requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay. The review will result in the position retaining its present class assignment; or being assigned to an existing lower class or being assigned to an existing higher class; or being assigned to a new class created by amendment to the Classification and Compensation Plans.

### Classification Plan

The official or approved system of grouping positions into appropriate classes, consisting of three parts: (1) a schematic index to the class specifications; (2) the class specifications; and (3) rules for administering the classification plan.

### Compensation

The standard rates of pay, which have been established for the respective classes of work, as set forth in the compensation plan.

### Compensation Plan

The official schedule of pay approved by the Board of Supervisors assigning one or more rates of pay to each pay grade.

### Compensatory Leave

Time off in lieu of monetary payment for overtime worked.

### Compensatory Time Eligible

Employees in pay grades S-26, P/O/C-27, F-31 or above and L-02 or above, excluding any classes designated as exceptions in a procedural memorandum issued by the Human Resources Director.

### Competitive Promotion

A promotion based on a competitive examination with appointment to the higher-level position restricted to a specific number of persons receiving the highest ratings.

### Competitive Service

All officers and positions in the service of Fairfax County as defined in the Merit System Ordinance.

### Continuous Service

Employment without interruption, including merit service with the Fairfax County School System, except for absences on approved leave or absences to serve in the Armed Forces of the United States, or absences of less than one calendar year when followed by reemployment or reinstatement. Service County of Fairfax, Virginia-Personnel Regulations

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prior to normal or early retirement from a County retirement system shall not be counted.

### Deferred Retirement Option Plan (DROP)

An option in lieu of immediate retirement in which an employee remains employed by his/her department, but no longer contributes to his/her respective retirement system and must retire within 3 years of election to DROP. DROP participants retain the rights and privileges of merit employees.

### Definition of Duties

The work requirements for each position in terms of the importance, difficulty, and extent of supervision and responsibility attaching thereto.

### Demotion

Assignment of an employee from one class to another, which has a lower maximum rate of pay.

### Department

An administrative branch including a line of work and a group of employees under the immediate charge of a chief executive officer or officers of a department, institution, court, board, or commission of the County government, which latter officer or officers shall be known as the department head.

### Department Head

An employee appointed by the Board of Supervisors to oversee, direct or manage a major functional division of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. As used in these regulations, the term "department head" is synonymous with the term "appointing authority."

### Deputy

One or more individuals authorized to act in specific functional areas for the department head.

### Eligible

A person who has successfully met required qualifications for a particular class.

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### Eligible List

An eligible list is a list of applicants who meet the minimum qualifications for the class for which they applied, as determined under the provisions of Chapter 5.

### Employee

An individual who is legally employed by the County and is compensated through the County payroll for his services. Individuals or groups compensated on a fee basis are not included.

### Examination

The process of testing, evaluating, or investigating the fitness and qualifications of applicants.

### Exempt Service

Those positions not included in the competitive service as defined in the Merit System Ordinance.

### Extended Family Including Household Member

Includes employee's spouse, son, daughter, parents, parent in-laws, siblings, stepsister, stepbrother, stepchild, stepparent, grandparents, grandchildren, aunt, uncle, niece, nephew, employee's respective in-laws, first cousin, or children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

### Fire Protection Personnel

24-hour shift employees in the Fire and Rescue Department who perform suppression and rescue duties as defined in the Fair Labor Standards Act (29 CFR Sec. 553.3).

### Fair Labor Standards Act (FLSA)

Legislation originally enacted by Congress in 1938, which establishes requirements with respect to minimum wage, overtime, compensation, and record keeping.

### FLSA Eligible (FLSA Non-exempt)

An employee who holds a position covered by the minimum wage, mandatory overtime, or recordkeeping provisions of the FLSA. FLSA Eligible employees must be compensated with overtime pay or compensatory time for all hours worked over the FLSA threshold for overtime, as outlined in the definition of overtime. FLSA Eligible employees are in pay grades S-21, P-23, O/C-21, F-27 and below. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

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### FLSA Exempt

An employee who holds a position that is not covered by the mandatory overtime provisions of the Fair Labor Standards Act.

### Full-Time Employee

Any employee who is regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel regularly scheduled to work at least 2,912 hours in 12 consecutive months.

### Full-Time Position

Any position which is authorized to be filled for at least 2,080 hours in 12 consecutive months or fire protection personnel position authorized for at least 2,912 hours in 12 consecutive months.

### Hourly Rate of Pay

The hourly rate of pay is shown on the County pay plans for the minimum, midpoint, and maximum of each pay range. Public safety pay plans shall include such intermediate rates as deemed appropriate. Hourly rates are carried out to four places after the decimal. The hourly rate is derived by dividing annual salary by 2,080, which is the number of scheduled hours for a full time employee. The hourly rate for fire protection personnel assigned to a 24-hour shift is derived by dividing the annual salary by 2,912, which is the number of scheduled hours for a full time fire protection employee.

### Immediate Family Including Household Member

Includes employee's spouse, son, daughter, parents, parents-in-law, siblings, grandparents, children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

### Incumbent

An employee occupying a position in the County service.

### Law Enforcement Personnel

Sworn employees of the Police Department (including animal protection police officers), Fire and Rescue Department, and Office of the Sheriff who are empowered to enforce laws, have the power of arrest and have undergone (or will be undergoing) on-the-job training or similar instruction as defined in the Fair Labor Standards Act (29 CFR Sec. 553.4). The term also includes security personnel in correctional institutions.

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### Longevity Pay Increment

An increase in compensation established in the compensation plan as a reward for long and faithful service. Longevity pay increments are granted in accordance with the conditions specified in Chapter 4 of the Personnel Regulations and are subject to Board of Supervisors appropriation.

### Merit Employee

Any employee in the competitive service, as defined in the Merit System Ordinance.

### Merit System

The system of personnel administration applicable to the competitive service. It includes the Merit System Ordinance, any applicable provisions of other County ordinances, Personnel Regulations, and all applicable and lawful personnel management directives of the Board of Supervisors, County Executive, or Human Resources Director.

### Military Status

Means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

### Minimum Wage

The minimum hourly wage to be paid to employees as designated by the United States Department of Labor, or Commonwealth of Virginia (whichever is higher).

### Multi Rater Option

The use of feedback from persons in addition to the immediate supervisor as part of the performance review process.

### Negative Time Reporting

The time and attendance reporting method for employees only required to report exceptions to scheduled hours.

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### Open Examination

An examination open to the public and not limited to applicants in County service.

### Overtime (FLSA)

Time worked or on paid leave by an employee (excluding employees in law enforcement and fire protection as defined herein) in excess of 40 hours during his/her seven consecutive days work period. Overtime for law enforcement personnel shall be time worked or on paid leave in excess of 86 hours (80 hours for sworn Police Officers, Animal Protection Police Officers, and Deputy Sheriffs scheduled to work a 40-hour week) during his/her 14-consecutive day work period. Overtime for fire protection personnel shall be time worked or on paid leave in excess of 212 hours during his/her 28-consecutive day work period.

Non-FLSA overtime includes hours worked in excess of the employee's scheduled hours but less than the eligibility requirement for FLSA overtime stated above.

### Overtime Pay

Compensation paid to an employee for overtime work performed in accordance with these rules. The rate of pay for overtime compensation will be either 1 time the hourly rate or 1 and 1/2 times the regular rate of pay as prescribed in Section 4.15 of these rules.

### Part-Time Employee

An employee who is not regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel not regularly scheduled to work at least 2,912 hours in 12 consecutive months.

### Part-Time Position

Any position, which does not meet the definition of full-time position.

### Pay Grade

A combination of letter and number symbol indicating the pay range on a county pay schedule assigned to one or more classes in the Compensation Plan.

### Pay Grade Reallocation Review

An evaluation of a class performed by the Department of Human Resources to determine the appropriateness of the present pay grade. The review will result in the class retaining its present pay grade assignment; or being assigned a higher or lower pay grade requiring amendment to the Compensation Plan. Such a review may include but is not limited to pay factors including prevailing

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area levels of pay, internal evaluation of the relative worth of the class and economic and related fiscal concerns.

### Pay Period

The 14-consecutive calendar day period utilized for the calculation of paychecks and the crediting of leave earned.

### Pay Range

Rates of pay assigned to a pay grade on a County pay schedule in the Compensation Plan. For non-public safety employee classes, a pay range shall consist of the minimum and maximum rates of pay and the mid-point of the range. Pay ranges assigned to grades allocated to classes of public safety employees shall consist of the minimum (step 1) and maximum rates of pay (step 9) as well as intermediate and longevity steps.

### Pay Rate

A specific dollar amount expressed as an annual rate, a bi-weekly rate, or an hourly rate, as shown in a County Pay Plan.

### Pay Status

Any period in which an employee is actually working or using paid leave.

### Performance Pay Increase

An increase in compensation, which may be granted to an employee by his/her department head or designee for performance that meets the requirements specified for such pay increases.

### Performance Pay Increase (PPI) Date

The date an employee's performance pay increase is effective. The PPI date for non-uniformed public safety employees will be at the start of the first full pay period at the beginning of the fiscal year, during years when performance pay increases are granted by the Board of Supervisors. Public safety employees' PPI dates will be the beginning of the first full pay period following the incumbent's anniversary date, during years when performance pay increases are granted.

### Performance Review Period

The 12-month performance evaluation review period for non-uniformed public safety employees begins July 1 and concludes on June 30, each year. Review periods for public safety staff correspond to each incumbent's anniversary date.

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### Person With a Disability

Any person who has a physical or mental impairment that substantially limits one or more of his or her major life activities or who has a record of such impairment.

**Commented [RDB1]:** Inserted new definition as per HB710 legislation

### Position

Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

### Positive Time Reporting

The time and attendance reporting method for employees required to report all absences and hours worked.

### Primary Position

When an employee holds more than one position with the County, one of the positions is designated as the primary and the other as the secondary for the purpose of calculating pay and benefits and tracking employment history. If the two positions are equal in pay and scheduled hours, the primary position is the one the employee occupied first. Otherwise, the primary position is the position with higher pay and/or hours.

### Probationary Period

The working test or trial period of employment beginning with the date of appointment to a particular class.

### Promotion

Assignment of an employee from one class to another, which has a higher maximum rate of pay.

### Promotional Examination

A competitive examination restricted to persons who are on regular appointment in the County classified service or to persons who are eligible to reinstatement thereto.

### Public Safety Employees

For the purposes of these regulations, public safety employees include all uniformed employees in the Police Department, Fire and Rescue Department and the Office of the Sheriff. It also includes all other job classes that are included on P/O/C/F pay scales.

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### Qualifications

The minimum educational, experience and personal requirements, which must be fulfilled by a person preliminary to appointment or promotion.

### Reduction in Rank

Assignment of an employee from one class to another class, which has a lower maximum rate of pay. Same as demotion.

### Reemployment

Reappointment of a former merit employee, who had completed the probationary period and was separated in good standing but did not retire, which is not considered a reinstatement as defined herein.

### Reemployment List

A list of names of former County employees with a break in service of less than one calendar year, arranged in order of their right to reinstatement as defined in Section 2.60, or reemployment in lower classes of the same or similar series as that in which the employee was serving at the time of termination.

### Regular Rate of Pay

The rate of pay to be utilized for the calculation of overtime pay in accordance with FLSA requirements. The regular rate is derived by dividing the total amount of eligible pay for the work period (including the hourly rate and shift differential) by the number of hours worked during the work period.

### Reinstatement

Reappointment of a former merit employee who had completed the probationary period and was separated in good standing, but did not retire, after a break in service of less than one calendar year to the position or class formerly held.

### Religion

Includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

**Commented [RDB2]:** Included a definition of religions as required by the Governor's Amendments of HB1063.

### Restoration

A return to a position in a class in which status was formerly held where there has been no break in service.

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### Scheduled Hours

The number of hours that an employee is scheduled to work on a recurring basis as reflected in the personnel record for the position occupied. Scheduled hours serve as the basis for planning and budgeting activities as well as leave calculation rules as specified in Chapter 10 of the Personnel Regulations.

### Self-Assessment

The completion of a performance evaluation form by the employee to provide his/her assessment of their performance during the review period.

### Separation

Leaving a position for any of the following reasons:

- Resignation
- Lay-Off (Separation of an employee from a position to which s/he was legally certified and appointed as a result of the abolition of a position, lack of work, or lack of funds.)
- Dismissal for Cause referred to as simply Dismissal (Separation from County employment for cause. This designation is the most severe form of discipline and bars the individual from further employment with Fairfax County Government.)
- Unsatisfactory Service Separation (A department head may separate an employee for unsatisfactory service whenever the work habits, attitudes, production or personal conduct of an employee falls below the desirable standards for continued employment. A resignation initiated by an employee may be designated as unsatisfactory service by a department head if adequate grounds exist. Reasons for unsatisfactory service separations shall include but are not limited to: insufficient advance notice prior to resignation; unsatisfactory performance in the duties of the position; separation during the initial probationary period; and undesirable behavior or other similar reasons not of a degree warranting dismissal. This designation does not automatically bar the individual from employment with Fairfax County Government.
- Disability
- Death

### Straight Pay Eligible

Employees in pay grades S-22 to S-25, P-24 to P-26, O-22 to O-26, C-22 to C-26, F-29 and L-01. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

### Suspension

An enforced leave of absence without pay for disciplinary purposes or pending criminal investigation of charges made against and employee.

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### Transfer

Assignment of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of different pay ranges, between positions of the same class or between positions of different classes.

### Unassembled Examination

An examination in which qualifications are evaluated on the basis of records or education and experience submitted by the applicants, supplemented by any information obtained by an investigation.

### Vacancy

A position which has been newly established, or which has been rendered vacant by the resignation, death, or other removal of the previous incumbent.

### Veteran

Any person who has received an honorable discharge and has (i) provided more than 180 consecutive days of full-time, active-duty service in the armed forces of the United States or reserve components thereof, including the National Guard, or (ii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

### Workday

Days of the week and number of hours an employee is scheduled to work. Work schedules vary by operation and agency.

### Workweek

The seven-consecutive day period beginning at 12:00 a.m. Saturday and ending the following Friday at 11:59 p.m. during which an employee (excluding law enforcement and fire protection personnel as defined herein) is scheduled to work.

### Work Period

The period during which an employee is scheduled to work. For all employees except law enforcement and fire protection personnel as defined herein, the work period shall be the work week which comprises one half of a pay period. The work period for fire protection personnel shall be a 28-consecutive calendar day period beginning at 12:00 a.m. Saturday and ending at 11:59 p.m. Friday and covering two pay periods. The work period for law enforcement personnel shall be a 14-consecutive calendar day period beginning at 12:00 a.m. Saturday, ending at 11:59 p.m. Friday, and covering one pay period.

## CHAPTER 5

### Recruitment and Examination

#### 5.1 Overview of the Process

- 1 By law, appointments to positions in the competitive service of Fairfax County must be on a competitive basis, free of discrimination on the basis of race, color, national origin, religion, sex, age, political affiliation, disability, pregnancy or related medical conditions, gender identity, sexual orientation, genetic information, military status, and on the basis of ability, training and experience of the appointees which fit them for the work which they are to perform.
- 2 To accomplish this end:
  - a. Positions in the competitive service are advertised periodically in a manner designed to reach a broad sector of qualified potential applicants. Applications are accepted for an individual position or specified group of positions.
  - b. In the case of positions for which vacancies occur with some frequency or periodically in large numbers, applications may be accepted at intervals for specific classes rather than for specific positions and qualified applicants may be placed on eligibility lists and certified from such lists for consideration by department heads or deputies as vacancies occur;
  - c. Applicants are selected from certification lists for further screening, which usually includes either a personal or panel interview.
  - d. Applicants are screened through a variety of processes which usually includes either a personal or panel interview and may include written, oral, and performance testing, and evaluation of education and experience. The best qualified are certified for only those positions advertised.
  - e. Family members, members of households and extended relationships (as defined in Chapter 2) of an applicant/employee shall not participate in any part of the screening or selection process (including development of the process) in which the applicant/employee is on the eligible list.
  - f. Successful applicants are appointed and serve a one-year probation period.
- 3 When an adequate number of well qualified potential applicants for a position exist within the competitive service, competition may be restricted to County employees unless doing so would create or perpetuate a serious imbalance of the work force in terms of race or sex, in which case the position will be advertised for open

competition. However, when there are an adequate number of well qualified applicants for a particular position in an agency, the Human Resources Director may restrict admission to the examination for that position to current employees of the department.

- 4 The Human Resources Director is responsible for all aspects of the recruitment and certification process, except those aspects delegated by him/her to department heads as authorized in these regulations; and for ensuring that all appointments to positions in the competitive service comply with the Merit System Ordinance and these regulations. Periodically, the Human Resources Director will offer training on laws, regulations and techniques pertinent to interviewing potential employees.
- 5 Any applicant who believes that his/her failure to receive an appointment was the result of illegal discrimination as defined in the Merit System Ordinance has certain appeal rights defined herein.

## 5.2 Announcement of Vacancies

- 1 In the interest of minimizing delay in filling vacancies, department heads or designee should inform the Human Resources Director of actual or impending vacancies as soon as this information becomes available.
  - a. This is accomplished by reviewing and updating the class specification and position description, as needed, in advance of submitting an on-line personnel requisition to advertise the vacancy.
  - b. Once the class specification and position description have been reviewed and approved, the department shall submit an on-line personnel requisition including a position number, job description, physical requirements, number of vacancies, a list of special or preferred qualifications, required background checks, supplemental questions for screening the preferred qualifications, the selection procedure to be used, and the length of the announcement.
  - c. A vacancy may be advertised and applicants certified before the vacancy occurs, but no appointment may become effective more than three pay periods before the position is vacant unless dual encumbrance has been authorized by the County Executive or his/her designee.
- 2 The announcement period for job vacancies shall be at least two weeks unless otherwise authorized by the Human Resources Director, or designee.
  - a. If, in the opinion of the Human Resources Director, or designee, there is an adequate pool of potential applicants and there is an urgent need to fill the position the announcement period may be reduced to one week but in no case shall the announcement period be less than five business days.

- b. Except for public safety uniformed jobs, the Human Resources Director may accept applications after the closing date if the eligibility or certification list for a position has not been issued.
  - c. Positions for which a continuing need for applicants exists or for which recruitment is particularly difficult may be announced with an open or indefinite closing date, and applicants may be placed on an eligibility list or certified at any time after the announcement has been open for five business days.
- 3 Each announcement of a vacancy shall include information on the position (e.g., number of vacancies, title, salary, duties, minimum and preferred qualifications, supplemental questions, screening process, closing date) so applicants have sufficient information to be able to consider whether to apply for the position.
  - 4 Job announcements shall be available through multiple online sources and may include printed communications, which are likely to reach a large and varied population.

#### 5.3 Evaluation of Applicants

- 1 The Human Resources Director or his/her designee may investigate any applicant's statements regarding their qualifications and experience to ensure their accuracy and completeness.
- 2 The content of all evaluations, including interviews, shall be based on bona fide occupational qualifications pertinent to the duties to be performed. Department heads or deputies shall ensure that all interviewers are aware of legal restrictions on the types of questions, which may be asked of applicants.
- 3 The Human Resources Director may delegate some or all of the actions described in this section to department heads.

#### 5.4 Disqualification of Applicants

- 1 In addition to failure to meet basic qualifications, a finding of any of the following facts may be cause for rejection of an applicant.
  - a. The applicant has falsely stated any material fact or has attempted to practice deception or fraud in his/her application.
  - b. The applicant has any disqualifying condition (mental or physical); although the mere finding of such shall not be disqualifying if reasonable accommodation can be made.

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- c. The applicant currently is a substance abuser, except that a history of substance abuse shall not in itself disqualify a person in recovery.
  - d. The applicant has been found guilty of a felony, misdemeanor, or crime involving moral turpitude, or has committed disgraceful conduct, such as to render him/her presently unfit, in the judgment of the Human Resources Director, for a position in the class for which he/she is applying or for County service.
  - e. The applicant has a recent record of previous unsatisfactory service in County employment or elsewhere of such a nature as to demonstrate unsuitability for employment in a position of the class for which he/she is applying.
  - f. The applicant has used or attempted to use, prior to, during or subsequent to the examination, fraud or pressure of any kind for the purpose of bettering his/her grade on the examination or to obtain certification to any position.
  - g. The applicant has received a dishonorable discharge from the Armed Forces resulting from conviction by a general court martial for an offense which renders him/her presently unfit, in the judgment of the Human Resources Director, for a position in the class for which he/she is applying or the County service.
  - h. The applicant has received a bad conduct discharge from the Armed Forces resulting from conviction by a special court martial for an offense which renders him/her presently unfit, in the judgment of the Human Resources Director, for a position in the class for which he/she is applying or for County service.
- 2 When such finding is made, the Human Resources Director may reject the application and may cancel the eligibility of the applicant if he/she already has been certified or has attained a place on an eligible list. In the event the applicant has already received an appointment, the Human Resources Director may take appropriate action to remove him/her from the County service. The applicant shall be informed in writing of the action taken under this provision and of the reason therefore, and shall be advised of the method of appeal outlined in the following subsection.
- 3 Any person whose application is rejected by order of the Human Resources Director, whose eligibility is canceled or who is removed from any position under the provisions of this rule may make a written request to the Human Resources Director for reconsideration, giving his/her reasons therefore, within fifteen business days of the date on which he/she received notice of this action. The decision of the Human Resources Director is final, except that an employee in the competitive service who is dismissed in accordance with this section after having completed

his/her initial probationary period may grieve his/her dismissal under the provisions of Chapter 17.

#### 5.5 Investigations and Fingerprinting

- 1 Department heads or their designees are responsible for verifying references and claimed veteran status or status as a person with a disability of prospective appointees.
- 2 Investigations of the backgrounds of candidates for public safety positions will be conducted by the various public safety agencies. The backgrounds of candidates for other sensitive positions may be investigated at the request of a department head or designee with the concurrence of the Human Resources Director.
- 3 Selected candidates receiving a conditional offer of employment in a sensitive position will be fingerprinted and the prints forwarded to the Federal Bureau of Investigation for checking against its records. Any such candidate who refuses to be fingerprinted shall be disqualified. Candidates with a conviction or convictions on their record that are incompatible with the nature of employment in the sensitive position may be denied employment and the conditional offer of employment rescinded.
- 4 Selected candidates receiving a conditional offer of employment into a position identified by the agency director as a position of trust shall be required to submit for a credit check. Any candidate who refuses to do so shall be disqualified and the conditional offer of employment shall be rescinded. The agency director or designee shall review credit reports of candidates who receive an unfavorable report and take action in accordance with Personnel/Payroll Administration Policies and Procedures, Memorandum No. 56, Credit Check Requirements for Positions of Trust.
- 5 All appointees will be required to present evidence of United States citizenship or, in the case of non-citizens, evidence of eligibility to work in the United States as required by law. All appointees who have claimed veteran status or status as a person with a disability will be required to present evidence of the status claimed.

**Commented [AJ1]:** Added required language from HB710 legislation.

**Commented [AJ2]:** Added required language from HB710 legislation.

#### 5.6 Medical Examinations

- 1 The Human Resources Director shall designate classes for which a pre-employment medical examination shall be required.
- 2 Candidates who fail such examinations shall be disqualified, but such failure shall not disqualify any individual from consideration for a position for which the physical qualification he/she failed to meet does not apply.

### 5.7 Security and Retention of Applications and Related Records

- 1 Applications of successful and unsuccessful candidates and selection process shall be securely retained in accordance with the Library of Virginia Retention Schedule GS-3.
- 2 Individual applicant performance and records shall not be discussed or shared outside of the Human Resources Director or designee, department director or designee and interview panel.
- 3 Retention of records may be in paper, photographic or electronic form.

### 5.8 Promotional Public Safety/Uniformed Employee Examinations

- 1 Qualifying Scores
  - a. In establishing qualifying scores, the Human Resources Director or his/her designee may consider the following factors: minimum standards of job performance, distribution of candidates' raw scores in a particular examination, standard deviation of test scores, test reliability, adverse impact, validity and standard error of measurement.
  - b. When an exam consists of several components, such as written, performance and physical portions, a candidate may be required to attain a qualifying score in each portion of the exam.
- 2 Method of Breaking Ties
  - a. If two or more candidates attain the same final score, the tie shall be resolved in favor of the applicant who receives the highest score in the most heavily weighted portion of the examination. If a tie still exists, scores on the remaining portions of the examination will be considered in order of their relative weight. ~~If a tie still exists, the tie shall be resolved in favor of the applicant who is a veteran. If the tie is between an applicant who is a veteran and an applicant who is a veteran with a service-connected disability rating, the tie will be resolved in favor of the latter applicant for the veteran with a service-connected disability rating.~~
  - b. For promotional examinations for uniformed public safety job classes, if the tie extends beyond the procedure noted above, the tie shall be resolved in favor of the employee having the longest period of continuous service in the class series, beginning with date of appointment to the public safety class series (police, fire, sheriff).
- 3 Notice of Examination Results for Public Safety Examinations

**Commented [AJ3]:** Removed verbiage as Personnel Regulation 1.10 Veterans' Preference only applicable in making initial appointments.

If an examination was conducted for the purpose of establishing a continuing eligibility list, all successful candidates will be advised of the results as soon as practicable after establishment of the list. Such notice shall include the following information:

- a. The position class,
- b. The length of time the list will be maintained,
- c. The number of persons on the list, except in the case of open announcements where the individual's position on the list may change from time to time as other applicants are found eligible, and
- d. The individual's position on the list as determined by applicable sections of Chapter 6 of these Regulations, except in the case of open announcements where the individual's position on the list may change from time to time as other applicants are found eligible.

-4 Examination Security

- a. Family members, members of households and extended relationships (as defined in Chapter 2) of candidates eligible to participate in an examination shall not serve on a promotional examination committee, as a pre-tester, nor in the administration of the examination.
- b. Committee members, pre-testers and personnel who participate in test administration are prohibited from discussing any component of an examination except as authorized by the Human Resources Director.

-5 Examination Reevaluations

- a. For written multiple choice exams that test the candidate's technical knowledge (such as departmental operating manuals, standard operating procedures, etc.), candidates may request a reevaluation of their examination papers with a view towards obtaining a higher score providing such request is made to the Human Resources Director within 15 business days following written notification of the examination results. Other types of written exams (including but not limited to situational judgment tests, multiple choice in-baskets, etc.) that measure other abilities are not subject to reevaluation.
- b. When a request for reevaluation results in a candidate obtaining a higher score so that the relative standing of the candidate on an eligible list is changed, the Human Resources Director shall review certifications made subsequent to the promulgation of the eligible list and determine whether or not the initial and

incorrect score resulted in the candidate's losing certification. When, as a result of error, a certification has been lost to an eligible candidate, the Human Resources Director shall place the name of the candidate on the eligible list so that he/she benefits from the next certification. Appointments already made from such eligible lists shall not be affected by such correction.

- c. Reevaluation of performance-based examinations (including but not limited to practical examinations and assessment centers) shall not be allowed. However, candidates may request an explanation of their performance rating in such exams providing such request is made to the Human Resources Director within 15 business days following written notification of the examination results. The explanation shall be provided by the examining staff of the Employment Division and the Agency Test Evaluators, if any. Staff shall answer questions of the candidate, including information on how the test was graded and how scores were obtained in general. Staff shall not normally reveal individual scores on specific dimension ratings.

#### -6 Eligible Lists

- a. The names of applicants who meet minimum qualifications as determined by an examination, which is numerically scored, shall be placed on the appropriate eligible list in order of their total scores or grouped into bands. Candidates will be grouped into bands based on similar scores. If grouped into bands, at least two bands (well-qualified and qualified) are required and within each band all eligible candidates will be considered tied.
- b. In the event of a tie in scores, the method of breaking ties in Section 5.8-2 shall apply in placing applicants on the appropriate eligible list. veterans, shall be listed ahead of non-veterans, and veterans with a service-connected disability rating shall be listed ahead of other veterans. Within each band all eligible applicants within the band will be considered tied.

**Commented [AJ4]:** Updated verbiage as Personnel Regulation 1.10 Veterans' Preference only applicable in making initial appointments.

## CHAPTER 7

### Certification and Appointment

#### 7.1 Appointments to the Competitive Service

- 1 Merit appointment indicates that the employee has been selected for appointment in accordance with the provisions of Chapters 5 and 6 of the Regulations. Merit employees shall receive annual and sick leave and other fringe benefits.
- 2 Merit positions may be filled from within or outside the merit system. Appointments from within the system may be promotions, lateral transfers or demotions.
- 3 Merit employees scheduled for 20 or more hours per week, including those in more than one merit position, shall have all the benefits of full-time merit employees, including:
  - A. Leave Accrual: Annual and sick leave will accrue as stated in Chapter 10 of the Fairfax County Personnel Regulations.
  - B. Health Benefits: Employees scheduled to work less than 31 hours per week may be subject to higher premium payments for certain benefits, in accordance with county benefits policy.
  - C. Performance Pay Increases: Employees holding more than one merit position are eligible to receive pay increases in all positions.

#### 7.2 Status of Employees and Positions

- 1 Merit employees normally occupy positions in the competitive service and exempt employees normally occupy positions in the exempt service. In exceptional circumstances, however, particularly when it is urgent that a position be filled without delay, a merit employee may occupy a position in the exempt service or an exempt employee may occupy a position in the competitive service.
- 2 Except as provided in 7.2-3 below, a merit employee shall not have his/her status changed to exempt while assigned to a position in the exempt service when there has been no break in service. There shall be no change in the merit employee's rights and benefits entitlement while serving in an exempt service a position. When a merit employee is appointed to an exempt service a position, the personnel action request form shall indicate in what manner it is planned to return the employee to a merit position. The rules governing temporary acting promotion or demotion shall apply. Upon return to the merit position, the

employee's grade, salary and performance pay increase date shall be determined as if the exempt appointment had not occurred.

- 3 A merit employee may occupy an exempt position without a change in status for no longer than ninety days. A merit employee who accepts an appointment in excess of ninety days to an exempt position loses his/her merit status, but may be reinstated to a position in the competitive service at his/her former merit grade and salary within one calendar year of the end of the exempt appointment.

### 7.3 Certification of Applicants

- 1 Upon receipt of a personnel requisition, the Human Resources Director or designee shall promptly announce the vacancy and certify applicants following the procedures specified in Chapters 5 and 6.
- 2 Following the closing date of the job announcement, the Human Resources Director or designee will establish a certification list of the best qualified applicants and submit it to the agency contact.

When creating the certification list, in addition to the employment standards, necessary knowledge, skills and abilities as defined in the class specification and position description, consideration shall be given to the following: the number of vacant positions to be filled from that list, applicant responses to supplemental application questions, preferred qualifications considered critical to successful performance in the job when approved by the Human Resources Director or designee, as well as the diversity needs as identified in the agency's Diversity Plan. Where possible, the certification list should contain at least ten applicants.

- 3 Applicants shall be certified in accordance with the following rules.
  - a. If a position has been announced exclusively as a promotional opportunity open only to current employees, only current County employees shall be certified.
  - b. Applicants shall be listed in alphabetical order on certification lists furnished to departments. The certification list shall identify the applicants who are veterans, veterans with a service-connected disability rating, or persons with a disability.
- 4 The Human Resources Director may delegate some or all of the actions described in this section to department heads.

**Commented [RDB1]:** Inserting the new language as per HB710 legislation.

#### 7.4 Selection and Appointment

- 1 Before making any appointment, the department head or his/her designee shall review the applications of all certified applicants and shall interview at least one more than half of those certified.
- 2 For the purpose of this subsection, the department head's designee may be either an individual or a panel. Department heads are encouraged to use panels for all positions. When panels are used, either to review applications or to conduct interviews, they should be constituted with due regard for the demographic characteristics of the certified applicants. Due to the scope and rigorous nature of the selection procedures used for public safety job classes, interviews are not required for these job classes except when deemed appropriate at the discretion of the department head or deputy.
- 3 The department head or his/her designee should review and consider the performance records of current and former employees who are finalists for a job vacancy.
- 4 Department heads or deputies normally should complete the process of screening, interviewing and appointing within 30 calendar days of receipt of a certification list. If a period longer than 30 days is required to make a selection, department heads or deputies shall consider the likelihood that the best qualified applicants may no longer be available. This subsection does not apply to applicants for uniformed public safety positions, who are required to undergo additional screening after initial certification and whose appointments may be timed to coincide with the convening dates of training academy classes.
- 5 Appointment to a vacancy in the competitive service shall be made by the proper department head or deputy from those applicants certified by the Human Resources Director or designee. Such appointment shall be indicated by the completion of a personnel action request form.
- 6 No applicant shall seek or attempt to use any political endorsement in connection with any merit system appointment and no consideration shall be given to political or partisan affiliation, activity or endorsement in selecting candidates for original or promotional appointment in the merit service.
- 7 Every appointee shall be required to show proof of identity and proof of eligibility to work in the United States, before his/her appointment becomes effective.

#### 7.5 Probationary Period

- 1 Except as noted in 7.5-2 below every merit appointee shall serve a probationary period of twelve months after original appointment (initial probationary period) or promotion (promotional probationary period). The probationary period shall be

used for closely observing the employee's work, for obtaining the most effective adjustment of a new employee to his/her position, and for separating any new employee or demoting any promoted employee whose performance does not meet the performance requirements.

- 2 Sworn police officers, animal protection police officers, deputy sheriffs, and uniformed firefighters shall serve an initial probationary period of twelve months commencing with the date of graduation from the appropriate training academy. Public safety communicators shall serve an initial probationary period of twelve months commencing upon graduation from the Department of Public Safety Communications Academy and the completion of a 10 week on the job training program. The performance pay increase date shall be determined by the date of original appointment. For all other merit employees, the initial probationary period shall commence with the date of appointment.
- 3 With the approval of the Human Resources Director, a department head or deputy may extend the initial or promotional probationary period in limited circumstances situations where the employee has been unable to perform the duties for which he or she was hired due to extended absence or extended period of restricted duty for medical reasons as covered by paid family leave (PFL) or FMLA for a period not to exceed 120 calendar days.
  - a. Requests for extension of the probationary period must be made in writing to the Human Resources Director stating the specific facts and circumstances justifying the request. The request for extension must be made in advance of the expiration of the employee's probationary period and may be granted under the following circumstances:
    - (1) when an employee is absent from work on an approved absence in excess of 30 calendar days during the probationary period;
    - (2) when an employee is unable to perform the assigned duties of the job for which he/she was hired for a period in excess of 30 days, such as when serving in a temporary light duty assignment to accommodate a medical condition.
  - b. Such extension shall commence on the date the employee resumes the assigned duties of the job for which he/she was hired.
- 4 An employee serving in the initial probationary period is eligible to apply for, be certified to, and be appointed to a class of a higher level. Under such circumstances, a promotional probationary period begins with the date of the promotion but the initial probationary period expires twelve months from initial appointment date unless extended in accordance with the provisions of this action.

- 5 Unless alleging illegal discrimination, an employee serving an initial appointment probationary period including extensions authorized in accordance with this section has no right to grieve or appeal under these rules. Any employee who has satisfactorily completed an initial probationary period and who is serving a probationary period following promotion retains his/her grievance rights.

7.6 Underfill Appointments

- 1 With the approval of the Human Resources Director or designee, an applicant who does not meet all the employment standards as outlined in the class specification and approved position description for a merit class may be appointed competitively to fill a position in that class at a lower grade than that of the class under the conditions specified in this section.
- 2 Underfills are appropriate under the following circumstances:
  - a. When recruitment difficulties exist for a class at the authorized grade.
  - b. When appointees require specialized training and work experience within a particular function to meet the performance standards for the position at the authorized grade.
  - c. When underfilling a position is part of an authorized upward mobility program for career employees.
  - d. A reclassification action changes the classification of the position and the incumbent does not meet the minimum qualifications.
- 3 When it is planned or likely that a position will be underfilled, the vacancy announcement will so state.
- 4 Before making a formal offer of an underfill appointment, the department head or deputy shall prepare a written underfill agreement, which must be approved by the Human Resources Director or designee in advance of the offer. The agreement shall include at least the following information:
  - a. The specific training and experience requirements the employee must meet before promotion to the authorized grade.
  - b. The manner in which they are to be met and the time frame within which the appointee is expected to meet the performance standards for the position, which standards shall be included within the agreement.
  - c. A statement to the effect that promotion will be made without further competition when the appointee meets the terms of the agreement and the

performance standards of the authorized position; and that if the appointee fails to do so within the allotted time the department head or deputy will effect a transfer, demotion, dismissal or unsatisfactory service separation or a statement to the effect that after successfully completing the terms of the agreement, the employee will be required to compete for promotion to the higher level position and if not selected, the department head or deputy will effect a transfer, demotion, dismissal or unsatisfactory service separation.

- d. A statement that the employee's pay shall revert to its pre-agreement level if the employee, before satisfying the agreement's terms and conditions, discontinues performance under the agreement or takes a position with the County different than the one authorized under the agreement.
- 5 Underfill agreements normally will be for a period of not more than one year but may be for periods of up to four years in multi-tiered underfill agreements. The department head or deputy may extend an underfill agreement without the Human Resources Director approval if the employee necessarily is absent for more than 30 consecutive calendar days or because of the unavailability of required training. The department head or deputy must inform the Human Resources Director of all such extensions.

7.7 *Appointment of Family Members, Members of Household or Extended Relationships*

- 1 Except as provided herein, no applicant/employee shall be hired, reinstated, reemployed, transferred, promoted or demoted to a position which places him/her in a direct supervisory line as defined herein or otherwise permits them to participate in any personnel action relative to a family member or members of his/her household or extended relationships.
- 2 This prohibition may also be extended to positions, in which the duties involve access, review, verification, authorization, or approval of the transactions of family members, members of household, or extended relationships in financial, personnel, purchasing, or other sensitive matters, even though the respective functions are in different departments. Such positions will be identified by an affected department head or designee, with the approval of the Human Resources Director.
- 3 For purposes of this regulation, the definition of 'Extended Family Including Household Member' is defined in Chapter 2.
- 4 For the purposes of this regulation, "Extended Relationships" is defined as those personal relationships creating a potential conflict of interest or having the possibly of creating adverse impact (actual or perceived) on supervision, safety,

and security. Additionally, a direct supervisory line is defined as those situations where an employee, regardless of job description or title, has authority to hire, transfer, promote, assign, reward, discipline or terminate other employees or has responsibility to direct their work or conduct their performance evaluation. This also includes those situations where an employee effectively is able to recommend these actions where such recommendations are given substantive weight in the final decisions being made.

- 5 If a change occurs which causes employees to be in conflict with this regulation, one of the employees shall be transferred to a vacant position within the County. In the absence of an agreement which is satisfactory to all the concerned parties, the employee with the lower grade, or, if they are of the same grade, the employee with the fewer years of County service shall be transferred.
- 6 Requests for exceptions to this policy shall be submitted in writing to the Human Resources Director, who has the authority to waive this regulation when it is in the best interest of the County to do so. The approved exception request shall be maintained in each employee's respective personnel file.

#### 7.8 Applicant Right of Appeal on Discriminatory Practices

- 1 An applicant who is not employed by the County at the time of his/her application and who believes he/she has been discriminated against on the basis of race, sex, color, religion, national origin, age, disability, pregnancy or related medical conditions, gender identity, sexual orientation, political affiliation, genetic information, military status or disabled military status during the selection process may file an appeal on the alleged discriminatory practice. A bona fide occupational requirement for any position, the minimum age qualifications for public safety occupations, and the exclusion of family members, members of household, or extended relationships as defined in Section 7.7 shall not be appealable except as provided in Sec. 7.5-5.
- 2 Such an appeal stating the alleged discriminatory practice and the corrective action desired must be filed in writing with the Director of the Office of Human Rights and Equity Programs within fifteen business days of the date the applicant knew or should have known that he/she was not selected for employment.
- 3 The Director of the Office of Human Rights and Equity Programs shall investigate the allegations and respond in writing to the applicant within twenty business days.
- 4 Should the applicant believe the Director of the Office of Human Rights and Equity Programs' response to be unsatisfactory, the applicant may file a written request for a hearing with the Civil Service Commission. The applicant's request for a hearing must contain a complete statement of the alleged discriminatory practice and the corrective action desired, and must be filed within fifteen

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business days of receipt of the Director of the Office of Human Rights and Equity Programs' response.

- 5 The Civil Service Commission shall set a time and place for such hearing to be held not more than thirty workdays after receipt of such request. At its discretion, the Commission may appoint a hearing officer to hear the appeal.
- 6 The hearing shall be conducted in accordance with hearing procedures adopted by the Civil Service Commission.
- 7 After the hearing, the Commission shall forward an advisory finding on the merit of the appeal and disposition of the case to the County Executive. The Commission does not have the authority to award or recommend monetary damages.

## CHAPTER 10

### Leave

#### 10.1 Leave Defined

Leave is any authorized absence during regularly scheduled work hours that has been approved by proper authority. Leave may be authorized with or without pay. Absence without approval is considered unauthorized absence.

#### 10.2 Leave Policy

All merit employees are encouraged to take annual leave for vacation purposes of two consecutive weeks each year. During the year, careful consideration shall be given to the desire and needs of employees in the granting of shorter periods of annual leave. Department heads or designees shall grant leave in accordance with these rules on the basis of the work requirements in the department, and whenever possible, the personal wishes of the employee.

#### 10.3 Maintenance of Leave Records

The Department head or his/her designee shall be responsible for the maintenance of accurate leave records. Such records shall be kept on a form prescribed by the Human Resources Director, who may periodically inspect them to ensure that departments are adhering to the provisions of these rules.

#### 10.4 Procedures for Requesting Leave

- 1 For all leave, with the exception of official holiday, unscheduled sick and administrative emergency leave, a request indicating the kind of leave, duration and dates of departure and return must be approved prior to the taking of the leave. The request for leave should be submitted to the department head or designee the same number of days prior to beginning the leave as the number of days leave requested. In the case of unscheduled sick leave, the request shall be completed and submitted for approval immediately upon the employee's return to duty.
- 2 Unless an absence is approved by the department head or his/her designee, an employee shall not be paid for any absences from scheduled work hours.

#### 10.5 Unauthorized Absence

- 1 An employee who is absent from duty without approval shall:
  - a. Receive no pay for the duration of the absence;

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- b. Be subject to disciplinary action, which may include dismissal.
- 2 It is recognized there may be extenuating circumstances for unauthorized absence and due consideration shall be given each case.
- 3 Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave.

10.6 Types of Leave

The following types of leave, and no other, are officially established:

- 1 Annual leave (Section 10.7 - 10.12);
- 2 Sick leave (Section 10.13 - 10.21);
- 3 Extraordinary sick leave (Section 10.16);
- 4 Paid family leave (Section 10.23)
- 5 Leave for injury in line of duty (Section 10.24);
- 6 Bereavement leave (Section 10.25);
- 7 Compensatory leave (Section 10.26 - 10.28);
- 8 Military leave (Section 10.29);
- 9 Civil leave (Section 10.30);
- 10 Volunteer activity leave (Section 10.31);
- 11 Leave without pay (Section 10.32);
- 12 Education leave (Section 10.33);
- 13 Holiday leave (Section 10.34 - 10.35);
- 14 Administrative leave (Section 10.36);
- 15 Leave for inclement weather or other emergencies (Section 10.37).

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10.7 Granting Annual Leave

Department heads or designees shall grant annual leave with pay in accordance with the following provisions:

- 1 Annual leave shall normally be granted unless a department head or designee specifically defers an employee's absence because of work requirements.
- 2 Annual leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs.

10.8 Crediting of Annual Leave

Annual leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, annual leave shall be credited according to scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive the following annual leave credits, based on length of service:
  - a. Less than three years of service receive four (4) hours;
  - b. Three (3) years but less than fifteen (15) years receive six (6) hours;
  - c. Fifteen (15) and greater years of service receive eight (8) hours.
- 2 Merit employees with scheduled hours other than 80 hours per pay period shall receive leave prorated according to total scheduled hours. Employees working in more than one merit position will accrue annual leave in all positions.
- 3 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting annual leave.
- 4 Employees reemployed or reinstated within one calendar year of their separation in good standing should have their annual leave computed on the basis of total years of service. Revised leave computation dates shall be rounded to the nearest day.
- 5 Employees with less than ten (10) years of service may accumulate annual leave up to 240 hours. Employees with ten (10) or more years of service may accumulate annual leave up to 320 hours.
- 6 Annual leave in excess of the limits imposed by this section existing at the end of each calendar year shall be converted to sick leave.
- 7 Employees shall not receive dual compensation from the County for annual leave.

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- 8 Employees designated as senior managers shall receive 208 hours (26 days) of annual leave at the beginning of each calendar year. Senior managers appointed after the start of a calendar year shall receive annual leave credit on a prorated basis for that year.

10.9 Debiting Annual Leave

Annual leave shall be debited as follows:

- 1 The amount of annual leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Annual leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn annual leave shall be debited in the following order: compensatory leave, leave without pay.

10.10 Transfer of Annual and Sick Leave

Annual or sick leave may be transferred from one employee to another employee in the following situations:

- 1 Annual or sick leave may be transferred from one employee to another when the employee-in-need has exhausted his/her sick leave and is facing an absence without pay due to his/her extended illness or that of an immediate family or household member as defined in Chapter 2, with the following provisions:
  - a. Annual or sick leave may be transferred to any County employee eligible to receive sick leave.
  - b. Employees transferring sick leave may not transfer more than 80 hours in any calendar year.
  - c. The employee transferring annual or sick leave relinquishes all rights to that leave. Annual or sick leave transferred under this policy cannot be recovered at a later date.
  - d. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
  - e. Unused transferred leave may be transferred to another leave recipient or returned to the donor.
  - f. Transferred leave may be granted only to employees who have exhausted their sick leave balance and whose combined annual and compensatory leave balance does not

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exceed 80 hours (120 hours for 24-hour shift employees).

- g. This policy does not preclude or in any way limit the right of an employee to apply for advanced or extraordinary sick leave under existing procedures.
  - h. Final approval of leave transfer requests rests with the department head or designee.
  - i. An employee who returns to work before using all received transferred leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date transferred leave was approved.
- 2 Annual leave may be transferred from one employee to another when the employee-in-need is a member of the National Guard or an organized military reserve of the United States who has volunteered or been ordered to active duty pursuant to an order by the President of the United States or a competent State authority. The transfer of annual leave under this Section is subject to the following conditions:
- a. Annual leave may be transferred to any merit County employee who is a member of the National Guard or an organized military reserve of the United States.
  - b. The employee transferring annual leave relinquishes all rights to that leave. Annual leave transferred under this policy cannot be recovered at a later date. Once the leave has been used by the employee, it cannot be recovered.
  - c. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
  - d. Transferred annual leave may only be used when the employee called to active military duty has reduced his/her accrued annual and compensatory leave to a combined balance no greater than 80 (120 hours for 24-hour shift employees) hours.
  - e. Final approval of leave transfer requests rests with the department head or designee.

### 10.11 Effect of Transfers on Annual Leave Credits

A merit employee who transfers from one department to another shall have his/her total annual leave credits transferred to the new department.

### 10.12 Effect of Separation on Annual Leave Credits

Upon separation, an employee shall be paid for the unused portion of his/her accrued annual leave, except as modified by the rules governing resignation without sufficient notice.

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10.13 Sick Leave Policy

Sick leave shall be used when an employee is incapacitated by sickness or injury; for childbirth, placement of a child for adoption or foster care; for medical, dental, or optical diagnosis or treatment; for necessary care and attendance or death of a member of the employee's immediate family or household member, as defined in Chapter 2; exposure to a contagious disease when the attendance at duty jeopardizes the health of others. Sick leave for childbirth and adoption/foster care placement shall comply with the provisions in Section 10.22 of these Regulations.

10.14 Granting Ordinary Sick Leave

Department heads or designees shall grant sick leave with pay to merit employees in accordance with the following provisions:

- 1 Ordinary sick leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs;
- 2 Leave without pay may be granted for sickness extending beyond the earned credit;
- 3 For merit employees' annual or compensatory leave credits may be used for sick leave.

10.15 Granting Advance Sick Leave

- 1 Advance sick leave, not to exceed 192 hours (288 hours for 24-hour shift employees), may be granted to merit employees qualified to earn ordinary sick leave in cases of serious disability or ailments of the employee, the spouse, minor or disabled child, parent or parent-in-law of an employee when it is to the advantage of the County to do so.
- 2 Advance sick leave may be granted to employees whose combined annual and compensatory leave balance does not exceed 80 hours.
- 3 Advance sick leave shall not normally be advanced to a merit employee qualified to earn ordinary sick leave during his/her first year of service with the County.
- 4 Advance sick leave shall not be approved retroactively to restore hours previously charged to the employee's annual or compensatory leave balance for an ailment or disability.
- 5 When a department head or designee believes that a request for advance sick leave is justified, a personnel action form shall be prepared with the following supporting documentation:

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- a. The circumstances and the need for such leave verified by a physician's statement;
  - b. The time and date when accrued sick leave will be exhausted;
  - c. The number of hours of advance sick leave requested and date to which such leave will extend;
  - d. Probable return to duty and prospect for continued employment;
  - e. Recommendation of the department head or designee;
  - f. Statement notifying employee of the repayment requirement if advance sick leave is approved.
- 6 The Human Resources Director shall consider the information provided and make a recommendation to the County Executive.
  - 7 Advance sick leave shall be approved by the County Executive or his/her designee.
  - 8 Advance sick leave shall be charged to future accruals of sick leave. An employee may not use regular sick leave until the approved advance sick leave is repaid.
  - 9 An employee who returns to work before using all approved advance sick leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date advance sick leave was first used.
  - 10 An employee returning to work before using all approved advance sick leave may request an adjustment to his/her leave record to eliminate or reduce the remaining approved advance sick leave.
  - 11 When an employee who receives advance sick leave leaves County service for any reason and the advance sick leave has not been repaid, the County will be financially reimbursed for the balance of sick leave remaining, except in the case of full disability or death.

10.16 Granting Extraordinary Sick Leave

- 1 When the above provisions do not adequately allow for the illness or injury of a merit employee qualified to earn sick leave, and when the department head or designee believes that it is to the advantage of the County to do so, he/she may request of the County Executive, through the Human Resources Director, that the employee be granted an extraordinary sick leave not to exceed 4 hours (6.0 hours for 24-hour shift employees) for each month of service.

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- 2 Extraordinary sick leave shall be recorded on the employee's leave record but shall not be charged to future accrued leave of any kind.

10.17 Crediting Sick Leave

Sick leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, sick leave shall be credit based on scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive a four (4) hour sick leave credit.
- 2 Merit employees with scheduled hours other than 80 shall receive sick leave prorated accordingly. Employees holding multiple merit positions are eligible to accrue sick leave on scheduled hours in all positions.
- 3 Unused sick leave may be accumulated without limit.
- 4 Employees, when separated in good standing and reemployed or reinstated within one calendar year of separation, shall have their unused sick leave reinstated.
- 5 Senior managers shall receive 104 hours (13 days) of sick leave at the beginning of each calendar year. Sick leave balances granted senior managers appointed after the start of a calendar year shall be prorated accordingly.
- 6 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting sick leave.

10.18 Debiting Sick Leave

Sick leave shall be debited as follows:

- 1 The amount of sick leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Sick leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn sick leave shall be debited in the following order: annual leave, compensatory leave, and leave without pay.

10.19 Effect of Transfer on Sick Leave Credits

A merit employee who transfers from one department to another shall have his/her total sick

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leave credits transferred to the new department.

10.20 Effect of Separation on Sick Leave Credits

1. Sick leave credits shall not be paid to an employee upon separation.
2. Upon application for retirement, an employee's sick leave credits can be applied towards membership service credit at the rate of one month of credit for each 172 hours of accrued unused sick leave and prorated for any fraction of this amount.
3. Employees who are participants in the Deferred Retirement Option Plan may apply all sick leave credits towards membership service credit for retirement or retain 40 hours as an initial sick leave balance, while the remaining sick leave credits are applied towards membership service credit for retirement.

10.21 Other Factors Relative to Sick Leave

- 1 Reporting of sickness.  
Employees who are absent from duty for reasons which entitle them to sick leave shall notify their respective supervisors within the time frame established by the Department unless physically unable to do so. Upon return to work, the employee shall submit immediately to his/her supervisor an authorization for leave form.
- 2 Medical certificate.  
A department head or designee may require a medical statement for sick leave when it occurs before or after a holiday or other scheduled day off, or when it is in excess of two workdays. When an employee has a record of repetitious usage of short amounts of sick leave over an extended period a department head or designee may require a medical certificate for each day of sick leave taken. Employees shall be provided advance notice that a medical certificate will be required for future absences.
- 3 The department head or designee may require an employee returning from sick leave to take a medical examination, or, with the concurrence of the Human Resources Director, on such other occasions that he/she deems it in the best interest of the County. The medical examination shall be given by a medical doctor designated by the Human Resources Director or his designee.
- 4 Investigation of sickness. A department head or designee may investigate the alleged illness of an employee absent on sick leave.
- 5 False or fraudulent use of sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action against the offending employee. Such disciplinary action may

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include dismissal.

- 6 An employee on annual leave who presents a medical certificate giving the dates of illness may have that portion of his/her annual leave converted to sick leave.
- 7 Conversion of sick leave. Conversion of sick leave to annual leave shall not be permitted.
- 8 State worker's compensation insurance. An employee, who is eligible to receive state worker's compensation payments beyond the year of injury leave, may elect to use accumulated sick leave and/or annual leave. The use of such leave will be coordinated with worker's compensation payments so that the total amount received from both sources does not exceed the employee's full wage or salary until such sick and/or annual leave is depleted or until the employee returns to work.

Leave hours used will be calculated only on that portion of total compensation over the workers' compensation payment. While using sick and/or annual leave the employee will continue accruing sick and annual leave.

### 10.22 Family and Medical Leave

Eligible employees, as defined by the implementing regulations of the Family and Medical Leave Act, may take job-protected, unpaid leave, or substitute appropriate paid leave, for up to a total of 12 workweeks in any 12 months for the birth of a child, for the placement of child for adoption or foster care, because the employee is needed to care for a family member (child, spouse, parent or parent-in-law) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, parent or parent-in-law is a covered military member on covered active duty. In addition, eligible employees may take job-protected, unpaid leave or substitute appropriate paid leave for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a covered serious injury or illness. The terms "covered military member," "covered active duty," and "covered serious injury or illness" shall be defined as set forth in the Family and Medical Leave Act as amended.

Family and medical leave consists of any combination of sick leave, annual leave, paid family leave, compensatory leave, and leave without pay. Sick leave used for the purpose of family or medical leave must conform to the requirements in Section 10.13. If paid family leave (Section 10.23) is taken for the birth, adoption, or foster care placement of a child, the leave must be applied towards the employee's Family and Medical Leave entitlement if applicable.

- 1 Family and medical leave shall be granted to any merit employee for a period of up to twelve work weeks over a twelve-month period. The twelve-month period during which family and medical leave may be taken for the birth of or placement of a child shall expire

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at the end of the twelve-month period beginning on the date of birth or placement. Service member caregiver leave is granted for up to 26 workweeks during a single 12-month period on a per-covered service member and per-injury/illness basis. Work week is defined as the hours an employee is regularly scheduled to work in a seven (7) consecutive day period.

- 2 The twelve-month period for family and medical leave usage shall commence with the first use of family or medical leave. The single twelve-month period for service member caregiver leave shall commence with the first day the eligible employee takes service member caregiver leave and ends 12 months after that date regardless of the 12-month period established for prior FMLA qualifying events.
- 3 Requests for leave beyond 12/26 work weeks are subject to regular leave policies with approval determined by the department head or designee.
- 4 Requests for family and medical leave must be made in writing and submitted 30 calendar days in advance whenever the necessity for such leave is foreseeable.
- 5 The mother may take six (6) weeks of sick leave immediately following the birth of her child. Use of additional sick leave requires medical certification. The non-birthing parent may take four (4) weeks of sick immediately following the birth of the child. Use of additional sick leave requires medical certification.
- 6 Parents and guardians may take four (4) weeks of sick leave immediately following placement of a child for adoption or foster care. Use of additional sick leave requires medical certification.
- 7 Family leave to include exigency leave may be taken on an intermittent or reduced schedule basis with the approval of the department head or designee. Medical leave may be taken on an intermittent or reduced schedule basis if certified as necessary by the health provider.
- 8 At the request of the department head or designee, the employee shall provide certification from a health care provider in connection with a request for medical leave. Additionally, an employee may be required to provide medical documentation concerning the continuing necessity for medical leave and in connection with any issue concerning his/her ability to return to work at the expiration of medical leave.
- 9 At the request of the department head or designee, the employee shall provide certification of a qualifying exigency in connection with a request for exigency leave.
- 10 At the discretion of the department head or designee, an employee requesting family leave for the birth or adoption of a child may be required to use all approved paid family leave, accrued annual, or sick leave prior to use of leave without pay. Employees requesting family or medical leave for all other reasons may be required to use accrued sick, and/or

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annual leave prior to use of leave without pay.

- 11 During the leave period, the County will provide coverage under the health insurance plan which the employee had selected prior to going on leave at the level and under the conditions coverage would have been provided if the employee had not gone on leave.
- 12 If the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition for him or herself, children, spouse, parents, parents-in-law, or injured family service member or other circumstances beyond the control of the employee, the County may recover the employer's contribution to the health insurance premium paid during any period of unpaid leave.
- 13 No employee shall be prevented from returning to work prior to the expiration of the 12/26 week period.
- 14 Employees shall return to the position vacated or, with the approval of the Human Resources Director, to another position in the same class.
- 15 Employees who do not plan to return to work should notify their department no later than at the expiration of the leave. Failure to return to work without giving notice at the expiration of the leave without good cause may result in an unsatisfactory service separation.
- 16 This regulation shall be construed as to ensure compliance with the minimum requirements of the Family and Medical Leave Act of 1993.

### 10.23 Paid Family Leave

Paid leave granted to eligible employees for any qualifying reason that would be covered under the Family and Medical Leave Act (FMLA) of 1993 and as set forth in section 10.22 above. Paid family leave shall only be available for the qualifying absences that would be covered under the Family Medical Leave Act on or after the effective date of this regulation.

- 1 All merit employees, including those in their initial probationary period, are eligible for paid family leave (PFL). Merit employees in their initial probationary period become eligible for paid family leave on the first day of the month following the employee's date of original appointment.
- 2 Fulltime merit employees may be eligible to take up to total of 240 hours of paid family leave (360 hours for 24-hour staff) in a twelve-month period. Merit employees scheduled to work less than 80 hours per pay period may be eligible for paid family

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leave pro-rated on the basis of scheduled work hours per pay period in a twelve-month period.

- 3 Paid family leave shall run concurrently with family and medical leave (Section 10.22) to the extent that family and medical leave is available to the employee.
- 4 For other than birth or placements for adoption/foster care events, the twelve-month period for paid family leave shall commence with the first use of paid family leave. For birth or placements for adoption/foster care events, the twelve-month period for paid family leave shall commence with the date of such birth or placement. Unused paid family leave hours do not carry over to another 12-month period.
- 5 Requests for paid family leave must be made in writing and submitted 30 calendar days in advance whenever the necessity for such leave is foreseeable.
- 6 Eligible employees are entitled to a total of up to 6 weeks paid family leave in a single twelve-month period.
- 7 Paid family leave can be taken on an intermittent (periodic) or consecutive (continuous) basis when certified as medically necessary by a healthcare provider. A request to use paid family leave on an intermittent basis which is not medically necessary (i.e. bonding time with a baby) must be coordinated and approved at the discretion of the department based on staffing and operational needs.
- 8 At the request of the department head or designee, the employee shall provide certification from a health care provider in connection with a request for paid family leave.
- 9 At the request of the department head or designee, the employee shall provide certification of a qualifying exigency in connection with a request for paid family leave.
- 10 Employees who are eligible for sick leave under sections 10.22-5 and 10.22-6 may utilize sick leave prior to using paid family leave.
- 11 Employees must exhaust paid family leave prior to using leave without pay, donated leave, advanced sick leave, or extraordinary sick leave.
- 12 Employees who leave County service while on paid family leave are not entitled to be paid for any unused portion of paid family leave.
- 13 Employees who do not plan to return to work should notify their department no later than at the expiration of the paid family leave. Failure to return to work without giving

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notice at the expiration of the leave without good cause may result in an unsatisfactory service separation.

10.24 Leave for Injury in Line of Duty

- 1 A merit employee who is injured while performing the duties of his/her position, without fault or negligence on his/her part, and who is accepted as compensable under the Virginia Worker's Compensation Act, shall be granted injury leave with pay, as approved by the County Executive or his/her designee. Such eligibility for injury leave with pay begins on the first day of injury and shall expire not later than twelve calendar months from the original injury date. Reinjuries do not extend the period of eligibility for injury leave. Such leave requires a medical certificate from an approved licensed physician authorized by the County to treat worker's compensation claims. This certificate must set forth the nature and extent of the injury and the probable period of disability.
- 2 Extensions of injury leave beyond twelve calendar months may be granted by the department head or designee. In no case shall the employee be granted injury leave in excess of 2080 (2912 for 24-hour shift fire protection employees) total hours. In evaluating such requests, the following elements shall be considered:
  - a. The circumstances in which the injury occurred to include consideration of the nature and extent of the injury;
  - b. The nature and extent of treatment providing that the employee has continued under the regular care of the authorized physician requiring an office visit at minimum intervals of at least once every three months; and providing that the medical records clearly substantiate a relationship between the current prescribed treatment and the original injury;
  - c. The likelihood of the employee's return to duty;
  - d. The employee's past injury, leave and service record;
  - e. The employee's compliance with injury leave policies and requirements.
- 3 When possible, employees who have been injured but are not totally disabled, will be placed in temporary assignments without loss of pay with duties that fall within the medical restrictions prescribed by the treating physician.
- 4 When injury leave is used other leave benefits shall not accrue.
- 5 An employee on injury leave is expected to follow medical procedures and complete

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necessary forms/reports so as to ensure that worker's compensation payment will be credited to the appropriate account.

- 6 An employee on injury leave is specifically prohibited from engaging in activities that may impair his/her recovery. This includes:
  - a. Engaging in strenuous recreational or other physical activities without the approval of the authorized physician.
  - b. Being employed or self-employed to perform work of any kind without the prior written approval of the authorized physician and the Human Resources Director.
- 7 An employee on injury leave is not required to remain at home, but is required to be available for contact by his/her supervisor and to notify the supervisor of any change of residence during authorized absence.
- 8 Failure of an employee on injury leave to follow prescribed procedures or to accept appropriate medical treatment, vocational rehabilitation, or medically appropriate temporary assignments, may result in disallowal of full salary continuation and reversion to straight worker's compensation wages, if eligible, for the time period of noncompliance, with the employee being liable for repayment of the monetary differential.

#### 10.25 Bereavement Leave

Bereavement leave may be used to cover an absence resulting from the death of an employee's extended family or household member, as defined in Chapter 2. Department heads or designees shall grant bereavement leave with pay to merit employees in accordance with the following provisions:

- 1 Full time merit employees shall be eligible to use up to 16 hours of bereavement leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for bereavement leave on a pro-rated basis.
- 2 Bereavement leave may not be carried over from one calendar year to the next.
- 3 The amount of bereavement leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.
- 4 Bereavement leave shall be debited in no less than one-tenth hour units.
- 5 Sick leave may be granted for absences extending beyond bereavement leave eligibility in accordance with the sick leave provisions herein.

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10.26 Compensatory Leave

- 1 Compensatory leave shall be credited to an employee as provided for in the rules governing overtime. Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting compensatory leave.
- 2 Compensatory time for overtime worked shall be granted at the discretion of the employee at a time convenient to and approved by the department head or designee.
- 3 Overdrawn compensatory leave shall be debited in the following order: annual leave, leave without pay.

10.27 Effect of Transfers on Compensatory Leave

An employee who transfers from one department to another shall have his/her compensatory leave transferred to the new department.

10.28 Effect of Separation on Compensatory Leave

An employee who is separated from service may only be paid for any accrued overtime for which he/she has not been granted compensatory leave in accordance with the provisions of section 4.15-4.

10.29 Military Leave

- 1 A merit employee who is a member of the National Guard or an organized military reserve of the United States, or is a former member of the Armed Services and has been reactivated by a competent authority shall be allowed military leave under the following circumstances:

- a. Leaves of absence with pay not to exceed ~~fifteen~~ twenty-one workdays during any one federal fiscal year (October 1 - September 30) to attend federally funded military duty, including duty for training. For the purposes of this section, one 24-hour shift workday shall equate to two military leave workdays. The employee shall report to work in accordance with the following schedule:
  - 1. If the period of service is less than 31 days, the employee must report back to work not later than the beginning of the next regularly scheduled workday after the military duty, including travel time and an 8-hour rest period, is completed.
  - 2. If the period of service is more than 30 days but less than 181 days, the employee must report back to work not later than 14 calendar days after completing service.
  - 3. If the period of service is more than 180 days, the employee must report back to work not later than 90 days after completing service.

**Commented [RDB1]:** Changing from 15 to 21 per recently passed legislation that allows for the increased time.

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4. If the employee is hospitalized or convalescing from an injury or illness incurred during the period of service, then the time for the employee to report back to work will be extended.
- b. Leaves of absence without pay for training not covered above. The employee shall report to work the next regularly scheduled workday after the training period, including travel time and an 8-hour rest period, is completed.
- 2 A merit employee who is a member of the Virginia National Guard and who is called to emergency duty by the Governor to combat floods, riots, winter storms, hurricanes, or other disasters shall be allowed military leave with pay for each day of such service. A merit employee who is a member of any National Guard organization other than the State of Virginia and who is called to emergency duty by the competent authority of that state may elect to be placed on military leave without pay for each day of such service.
- 3 The employee shall notify his/her supervisor as far in advance as possible when taking military leave. The employee's notice may be either verbal or written. A copy of military orders may be requested but cannot be required. Failure to notify the County in advance shall not deprive the employee of rights and benefits.
- 4 An employee who leaves the County service in order to join the military forces of the United States or who is inducted into such service has resigned and is not considered to be on military leave. (Section 9.2-5).
- 5 In the event of any conflict between County regulations and federal or state law, the latter shall take precedence.

#### 10.30 Civil Leave

A merit employee shall be given time off without loss of pay when performing jury duty, when subpoenaed or requested to appear before a court, public body or commission except when the employee is a party to the suit, when performing emergency civilian duty in connection with national defense, or for the purpose of voting. Leave for the purpose of voting shall only be granted when the employee's work schedule prohibits voting before or after duty hours or through absentee balloting.

#### 10.31 Volunteer Activity Leave

Volunteer activity leave may be used to participate in volunteer activities and initiatives to support the neighborhoods in which employees live and work to include educational and charitable institutions, religious/faith-based, and community service entities. Department heads or designees shall grant volunteer activity leave with pay to merit employees in accordance with the following provisions:

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- 1 Full time merit employees shall be eligible to use up to 16 hours of volunteer activity leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for voluntary activity leave on a pro-rated basis.
- 2 Voluntary activity leave may not be carried over from one calendar year to the next.
- 3 The amount of voluntary activity leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.
- 4 Voluntary activity leave shall be debited in no less than one-tenth hour units.

#### 10.32 Leave Without Pay

A department head or designee may grant a merit employee a leave without pay for a period not to exceed one year, subject to the following conditions:

- 1 Leave without pay shall be granted only when it is in the interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee even at some sacrifice.
- 2 At the expiration of a leave without pay, the employee shall be reinstated in the position he/she vacated or in any other vacant position in the same class.
- 3 The employee does not earn leave while on leave without pay.
- 4 Failure on the part of the employee to report promptly at the expiration of a leave without pay may be cause for dismissal.

#### 10.33 Education Leave

A merit employee engaged in professional or technical work may be granted a leave of absence with full or partial pay for enrollment in a special institute or course of study of direct benefit to the County service, at the discretion of the department head or designee.

Such leave may be granted on the assumption that the employee will remain with the County service for a reasonable period to be recommended by the department head or designee, upon completion of the institute or course of study.

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10.34 Holiday Leave

-1 The following holidays are observed by the County and shall be granted to merit employees with pay, unless such employees are required to be on scheduled duty.

- a. New Year's Day (January 1);
- b. Martin Luther King, Jr.'s Birthday (Third Monday in January);
- c. George Washington's Birthday – Presidents' Day (Third Monday in February);
- d. Memorial Day (Last Monday in May);
- e. Juneteenth Day (June 19)
- f. Independence Day (July 4);
- g. Labor Day (First Monday in September);
- h. Election Day;
- i. Veteran's Day;
- j. Thanksgiving Day (Fourth Thursday in November);
- k. Fall Holiday (Friday after Thanksgiving);
- l. Christmas Eve (One-half day on December 24);
- m. Christmas Day (December 25);
- n. Inauguration Day (January 20, every fourth year) when it falls on a business day, Monday through Friday.

-2 The County Executive may also set aside other days as holidays.

10.35 Granting Holiday Leave

The granting of holidays observed by the County shall be subject to the following provisions:

- 1 Holidays on a weekend.  
When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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-2 Holiday on scheduled workday

- a. Holiday on scheduled workday; employee works. Employees who are required to work on a holiday (actual or County observed) shall be compensated for the time worked in accordance with the rules governing hours and overtime. Holiday compensation will be provided on an hour for hour basis for an employee's regular scheduled hours not to include overtime hours. If an employee who would not normally work the holiday, is scheduled to work to meet staffing or other operational needs, the employee is entitled to receive holiday compensation for hours worked not to exceed the number of his/her regularly scheduled hours.
- b. Holiday on scheduled workday; employee does not work. Employees who are required to work on a holiday (actual or County observed) but do not work, shall be compensated as follows. Holiday compensation will be provided on an hour for hour basis up to the number of regularly scheduled hours for that day.

-3 Holiday on scheduled day off. Within the policy established in the section on holiday leave, whenever one of the designated holidays falls on an employee's scheduled day off, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime. To receive holiday compensation on an actual holiday, an employee must be directed by his/her supervisor to work due to staff shortage or other operational necessity.

-4 Holidays for merit part-time employees. Part-time merit employees shall be granted holiday time off with pay on a pro-rated basis regardless of the number of hours scheduled on the day a holiday falls computed at the rate of one-tenth of an hour times the employees bi-weekly scheduled hours.

-5 Holidays during paid leave. A holiday falling within a period of paid leave shall not be counted as a workday in computing the amount of leave debited.

-6 Holiday during unpaid leave. When a holiday falls within a period of leave without pay, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime.

-7 Appointment on a holiday. The appointment of a merit employee shall not be affected on a holiday except when the employee works that day.

10.36 Administrative Leave

- 1 Administrative leave shall be any paid leave authorized by the County Executive, which is not otherwise classified by these Regulations.

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- 2 Administrative leave will normally<sup>1</sup> be granted to any full-time or part-time employee by an appointing authority or the County Executive for any of the following reasons:
- a. Where an employee is required to appear before a public body, public agency, board or commission during normal working hours on matters relating to County business.
  - b. For the attendance in an official capacity during normal working hours as a representative of the County at meetings, symposiums, conferences, conventions or hearings.
  - c. During the investigation of an alleged improper act by an employee which may result in formal disciplinary actions and/or when the retention of the employee on an active duty status may be detrimental to the interests of the County or injurious to the employee, his/her fellow workers or the general public, Administrative Leave for this purpose will not exceed ten business days without prior approval of the County Executive. A memorandum to the Human Resources Director will be submitted by the department head or designee giving details of the Administrative Leave for all situations covered by this paragraph. In lieu of the use of Administrative Leave for situations of this type, a department head or designee may temporarily assign the employee to other duties.
  - d. For participation in the blood donor program for which purpose up to four hours may be granted, at the discretion of department head or designee, for each recuperative purpose.
  - e. For the purpose of undergoing a medical examination as may be required by the employee's department head or designee.
  - f. To recognize long term service to general county employees who earn length of service awards of 20, 25, 30, 35, 40 and 45 years or more shall be eligible for two days of administrative leave (24 hours for 24-hour shift firefighters) in the year after they have qualified for the length of service award.
  - g. To recognize outstanding performance such as Outstanding Performance Awards or Team Excellence Awards. The number of hours received for Outstanding Performance Awards or Team Excellence Awards shall be equal to one day of administrative leave (12 hours for 24-hour shift firefighters).
  - h. For officers of the Employees Advisory Council and employee organizations, who participate in payroll dues deduction to attend conventions and training related to employee relations. Administrative Leave for this purpose shall not exceed 30

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<sup>1</sup> Exceptions to be justified and made a matter of record.  
County of Fairfax, Virginia-Personnel Regulations

July 1, 2022

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workdays (240-hours) per year per employee organization. In the accrual of hours toward the 240-hour limit, one 24-hour shift shall equate to 16 hours of administrative leave. Employees must submit such leave requests as far in advance as possible and provide written verification upon return to duty of attendance at the convention or employee relations training. Respective employee group leaders are accountable for monitoring and ensuring compliance with this policy.

- i. When a non-Office of Elections employee volunteers to work for *Fairfax County's* Office of Elections on an election day or completes training for election volunteer workers.
- 3 In addition to the provisions of paragraph -2 above, Administrative Leave may be granted to any full-time or part-time employee by the County Executive or his/her designee for any of the following reasons:
  - a. Breakdown of essential facility services such as heating, air conditioning, or water or other problems wherein facilities must be closed and employees released early from work or not required to report to work.
  - b. Breakdowns of equipment making it impossible to accomplish assigned tasks.

10.37 Leave for Inclement Weather or Other Emergency

- 1 When extreme inclement weather or other emergencies occur, the County Executive or his/her designee shall have the option to declare one of the following types of leave:
  - a. Unscheduled Leave - may be declared by the County Executive or his/her designee when it is deemed advisable to provide employees flexibility regarding reporting to work due to inclement weather or other emergency. Unscheduled leave authorizes all employees, except those designated as emergency service personnel, to use their own leave to remain home from work or to leave work early without obtaining prior approval from their supervisor. Employees, however, must notify their supervisors if they opt to stay home on unscheduled leave. Employees may only use annual leave, compensatory leave, or leave without pay for this purpose. Such leave is authorized only for the period of time designated by the County Executive or his/her designee.
  - b. Emergency Administrative Leave - may be declared by the County Executive or his/her designee when it is determined necessary to close the general County government due to extreme inclement weather or other emergency. Emergency administrative leave authorizes all merit County employees, except those designated as emergency service personnel to remain home from work or to leave work early without prior approval of the supervisor and without the use of personal leave or leave without pay. Such leave shall be limited to the time periods designated by the County Executive or his/her designee. Employees required

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to work during a period of such emergency administrative leave shall receive extra compensation in accordance with provisions contained in Chapter 4.

- 2 When leave for inclement weather or other emergency is declared, emergency service personnel must report to work. Emergency service personnel are those employees, designated by the department head or designee, who due to the nature of the emergency, which has occurred, must report to work to ensure that public health and safety needs or critical departmental requirements are met.

DRAFT

Fairfax County, Virginia	PROCEDURAL MEMORANDUM No. 11-01	
TO: DEPARTMENT HEADS		DATE: <u>July 1, 2022</u>
INITIATED BY: DEPARTMENT OF HUMAN RESOURCES		COUNTY EXECUTIVE APPROVAL:
SUBJECT: EXEMPT SERVICE		

**I. PURPOSE.**

Procedural Memorandum No. 11-01 establishes the personnel policies and procedures governing the administration of the exempt service for the County.

**II. AUTHORITY AND SCOPE.**

- A. This procedural memorandum is issued by the County Executive with the approval of the Board of Supervisors pursuant to Fairfax County Code § 3-1-2(c).
- B. This procedural memorandum supersedes Procedural Memorandum No. 11-01 dated ~~October 10, 2020~~ September 14, 2021. The Board of Supervisors and County Executive expressly reserve the right to alter or amend any or all of the provisions of this procedural memorandum at any time.
- C. Any provision of this procedural memorandum that conflicts with any current or future section of the Code of Virginia, the Merit System Ordinance, or Personnel Regulations is without effect. The ineffectiveness of any conflicting provision shall in no way affect or impair the effectiveness of all other provisions of this procedural memorandum.

Commented [AJ1]: Date updated.

**III. DEFINITIONS.**

Commented [AJ2]: Section re-lettered as needed.

- A. **APPOINTING AUTHORITY** means the officer, board, commission, person, or group of persons having the power by virtue of state law or County ordinance to make personnel appointments. The appointing authority is generally responsible for personnel administration within a given department or personnel area. As used in this procedural memorandum, the term “appointing authority” is synonymous with the term “department head.”
- B. **BOARD OF SUPERVISORS** means the Fairfax County Board of Supervisors.
- C. **CLASS** means a group of positions, which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, specification and pay range.

- D. **COMPETITIVE SERVICE** means all officers and positions in the service of the County as defined in the Merit System Ordinance.
- E. **CONSTITUTIONAL OFFICERS** mean the Commonwealth's Attorney for Fairfax County, the Sheriff for Fairfax County, and the Clerk of the Circuit Court for Fairfax County.
- F. **COUNTY** means Fairfax County, Virginia.
- G. **COUNTY EMPLOYEE BENEFITS** means the benefits provided or offered by the County to merit employees, including, but not limited to the following:
- Health, dental and vision insurance;
  - Flexible spending accounts ("FSA");
  - Group term life insurance;
  - Long-term disability insurance;
  - Retirement Plan;
  - Deferred compensation plan;
  - Paid annual and sick leave; and
  - Paid holidays.
- H. **COUNTY CODE** means the Fairfax County Code.
- I. **DEPARTMENT HEAD** means an employee appointed by the Board of Supervisors or the County Executive to oversee, direct or manage a major functional division (personnel area) of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. As used in this procedural memorandum, the term "department head" is synonymous with the term "appointing authority."
- J. **ELECTED AND APPOINTED OFFICIALS** mean members of the Board of Supervisors, constitutional officers and the General Registrar for the County.
- K. **EXEMPT ATTACHED EMPLOYEE** means a person employed by a non-County public agency attached to the County for payroll purposes only pursuant to an agreement made in accordance with County Code §§ 3-1-1(c) and 3-1-2(b)(4).
- L. **EXEMPT BENEFITS ELIGIBLE EMPLOYEE** (non-merit benefits eligible), means an exempt employee who serves in an exempt benefits eligible position.

- M. **EXEMPT BENEFITS ELIGIBLE POSITION** (non-merit benefits eligible), means a position with scheduled work hours between 1,040 and 1,560 per calendar year.
- N. **EXEMPT EMPLOYEE** means an employee appointed to a position in the exempt service.
- O. **EXEMPT SERVICE** means positions specifically designated exempt under the Merit System Ordinance and Personnel Regulations.
- P. **EXEMPT TEMPORARY EMPLOYEE** means an exempt employee who serves in an exempt temporary position.
- Q. **EXEMPT TEMPORARY POSITION** means a position with scheduled work hours not exceeding 900 hours per calendar year.
- R. **MERIT EMPLOYEE** means an employee who serves in a merit position.
- S. **MERIT POSITION** means a position in the competitive service.
- T. **MERIT SYSTEM** means the system of personnel administration applicable to the competitive service. It is governed by the Merit System Ordinance, any applicable provisions of other County ordinances, Personnel Regulations, and all applicable and lawful personnel management directives of the Board of Supervisors, the County Executive, and Department of Human Resources Director.
- U. **MERIT SYSTEM ORDINANCE** means Article 1, Chapter 3, of the County Code.
- V. **MILITARY STATUS** means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.
- W. **PERSON WITH A DISABILITY** means any person who has a physical or mental impairment that substantially limits one or more of his or her major life activities or who has a record of such impairment.
- ~~W~~X. **PERSONNEL REGULATIONS** mean the Fairfax County Personnel Regulations.
- ~~X~~Y. **SENIOR MANAGERS** mean all of the officials listed in Appendix 1 to this procedural memorandum, unless stated otherwise herein.

**Commented [AJ3]:** Inserted new definition as per HB710 legislation as codified at Va. Code 15.2-1509. Re-lettered section.

Z. **RELIGION** includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

**Commented [A34]:** Inserted new definition as per HB1063 legislation as codified at Va. Code 15.2-1500.1.

AA. **EMPLOYEES OF APPOINTED AND ELECTED OFFICIALS** means all office staff of members of the Board of Supervisors, employees of constitutional officers subject to any agreements made in accordance with County Code §§ 3-1-1(c) and 3-1-2(b)(4), including but not limited to assistant registrars.

AB. **VETERAN** means any person who has received an honorable discharge and has (i) provided more than 180 consecutive days of full-time, active duty service in the armed forces of the United States or reserve components thereof, including the National Guard, or (ii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

#### IV. CODES FOR POSITIONS IN THE EXEMPT SERVICE.

The Department of Human Resources shall assign the following Status Codes (Employee Groups) to the different categories of positions in the exempt service to facilitate processing of administrative matters relating to exempt employees:

Exempt Position Category	Status Code/Employee Group
Exempt Attached	D
Exempt Benefits Eligible	E
Exempt Temporary	G
Senior Managers	A, B
Employees of Appointed and Elected Officials	Varies

(The Department of Human Resources assigns merit employees to Status Code/Employee Group C.)

#### V. POLICIES FOR THE EXEMPT SERVICE.

##### A. Scope of Exempt Employee Rights and Benefits.

1. Rules governing merit system employees set forth in the County Code, Personnel Regulations, procedural memoranda, and other authorities are inapplicable to exempt service employees, unless one or more of the following provides otherwise:
  - a. This procedural memorandum;
  - b. An agreement made in accordance with County Code §§ 3-1-1(c) and 3-1-2(b)(4);
  - c. An employment contract;
  - d. An appointment resolution passed by the Board of Supervisors;

e. State law; or

f. The County Code.

2. Pursuant to County Code § 3-1-1(c) and 3-1-1(e)(3), the County Code sections, provisions of the Personnel Regulations, and procedural memoranda listed in appendix 2 to this procedural memorandum are applicable to exempt employees.
3. Senior managers have the same rights and benefits as merit employees, unless otherwise provided herein or by an employment contract or appointment resolution passed by the Board of Supervisors.
4. An exempt employee temporarily filling a merit position has only the rights and benefits due an exempt employee of his or her particular category.

B. Classification of Exempt Service Positions.

1. The Department of Human Resources shall classify all positions in the exempt service in the same manner it classifies positions in the competitive service under Chapter 3 of the Personnel Regulations.
2. When an exempt service position is reclassified, the incumbent exempt employee's class and grade are changed accordingly, and the exempt employee's salary in the new grade is determined by the rules that apply to merit employees when their positions are reclassified.

C. Appointment of Exempt Employees.

1. All appointments of exempt employees shall be based on the ability, training, and experience of the appointees, which are relevant to the work they are to perform.
  - a. The determination of the fitness of an exempt appointee is the responsibility of the appointing authority, as is ensuring that the process of filling positions in the exempt service under his or her authority conforms to all applicable laws, including but not limited to those requiring equal employment opportunities.
  - b. At the request of the appointing authority and with the concurrence of the Human Resources Director, the Department of Human Resources shall advertise, accept applications for, and assist the appointing authority in the screening and selection process when filling an exempt position.
2. Discrimination against applicants for positions in the exempt service based on race, color, creed, religion, national origin, sex, pregnancy, childbirth or related medical conditions,

age, marital status, disability, sexual orientation, gender identity, military status, or genetic information is prohibited.

3. An appointing authority shall take into consideration or give preference to the status of an applicant for a position in the exempt service as an honorably discharged veteran of the armed forces of the United States, provided such veteran meets all of the knowledge, skills, and eligibility requirements for the available position. Additional consideration shall be given to veterans who have a service-connected disability rating fixed by the United States Department of Veterans Affairs.

4. ~~An appointing authority shall take into consideration or give preference to the status of an applicant for a position in the exempt service as a person with a disability, provided that such person meets all of the knowledge, skills, and eligibility requirements for the available position.~~

**Commented [AJ5]:** Inserted as per HB710 legislation as codified at Va. Code 15.2-1509. Renumbered section.

- 4.5. A retired merit employee may be hired as an exempt employee, subject to the applicable provisions of the County Code, Personnel Regulations, procedural memoranda, and Department of Human Resources policies.

D. Management of Exempt Employees.

1. An appointing authority is responsible for management of exempt employees subject to his or her authority, unless provided otherwise in this procedural memorandum.
2. Discrimination against exempt employees based on race, color, creed, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, disability, sexual orientation, gender identity, military status, or genetic information is prohibited.
3. Exempt employees serve solely at the pleasure of their appointing authority. Accordingly, they have no right to participate in the grievance procedure provided by the Personnel Regulations.
4. Upon appointment, the salary for an exempt employee is determined by the appointing authority. The exempt employee's pay subsequently may be adjusted at the discretion of the appointing authority.
5. Exempt employees may be transferred from one position or class to another by their appointing authority.

E. Exempt Employees' Pay and Benefits.

1. An exempt benefits eligible employee is eligible for the following County employee benefits and compensation:
  - a. Health, dental and vision insurance, and flexible spending accounts;
  - b. Overtime or compensatory time, call back pay, on-call and consecutive shift pay in accordance with Chapter 4 of the Personnel Regulations, and administrative leave when serving as an election worker; and
  - c. Administrative leave, as outlined in Chapter 10, at the discretion of his or her appointing authority.
2. An exempt temporary employee is eligible for the following County compensation:
  - a. Overtime or compensatory time, call back pay, on-call and consecutive shift pay in accordance with Chapter 4 of the Personnel Regulations, administrative leave when serving as an election worker; and
  - b. Administrative leave, as outlined in Chapter 10, at the discretion of his or her appointing authority.
3. A senior manager is eligible for the same County employee benefits as merit employees, except as provided herein, or in an employment contract or appointment resolution passed by the Board of Supervisors.
  - a. A senior manager is ineligible to earn or accrue compensatory leave.
  - b. A senior manager shall accrue 26 days (208 hours) of annual leave and 13 days (104 hours) of sick leave each year, regardless of the length of his or her County service.
    - i. This annual and sick leave shall be added to the senior manager's annual and sick leave balances respectively at the beginning of each calendar year.
    - ii. A newly appointed senior manager shall receive prorated leave balances based upon the number of pay periods remaining in the calendar year of his or her appointment.
  - c. A senior manager is not required to record his or her time and attendance on an incremental basis, with the exception of leave for absences of one workday or more.
4. An employee of an elected or appointed official, is eligible for the same County benefits as merit employees, except as provided herein, or in an agreement made

in accordance with County Code §§ 3-1-1-(c) and 3-1-2(b)(4) or by the employee's employment arrangement with the official who is his or her appointing authority.

- a. The employee may receive shift differential pay, holiday leave, overtime or compensatory time, or call back pay at the discretion of the elected official.
- b. The employee has the option of participating in the appropriate retirement system.

F. Eligibility for the Competitive Service.

1. An exempt employee only can become a member of the competitive service when appointed to a merit position as a result of the competitive selection process provided for the merit system set forth in the Personnel Regulations. This rule applies even when an exempt employee is in an exempt position converted to a merit position.
2. Exempt employees may apply for positions in the competitive service listed as promotional opportunities open only to County employees.
3. If an exempt employee competes for and is appointed to a position in the competitive service, his or her initial grade and salary in the merit position shall be determined as specified in Chapter 4 of the Personnel Regulations.
  - a. The employee's appointment date shall be the date of merit appointment.
  - b. Exempt service is not counted in computing seniority under the procedures for effecting a reduction-in-force under Chapter Nine (9) of the Personnel Regulations.

G. Holding Multiple Positions (Concurrent Employment).

1. An employee may hold up to three positions with the County concurrently, provided the following conditions are met:
  - a. A current County employee who wants to serve simultaneously in multiple positions, may do so only if he or she receives approval from his or her current supervisor(s), and complies with the outside employment requirements outlined in Chapter 4 of the Personnel Regulations.
  - b. The positions held must be of the same Fair Labor Standards Act (FLSA) eligibility status, either FLSA exempt or FLSA non-exempt.
  - c. The positions held must have like work periods – either 7-day, 14-day or 28-day.

- |
2. Employees holding multiple exempt positions must also abide by the following limitations on the number of hours worked in a calendar year.
- a. Employees holding multiple exempt benefits eligible positions must work a combined total of no less than 1,040 hours and no more than 1,560 hours. Once the maximum hours threshold is reached, the employee will not be eligible to work again in an exempt benefits eligible or exempt temporary position until the beginning of the next calendar year, and must be terminated in FOCUS.
  - b. Employees holding multiple exempt temporary positions may work a combined total of no more than 900 hours. Once the maximum hours threshold is reached, the employee will not be eligible to work again in an exempt benefits eligible or exempt temporary position until the beginning of the next calendar year, and must be terminated in FOCUS.
  - c. Employees holding a combination of exempt temporary and exempt benefits eligible positions must work a combined total of no less than 1,040 hours and no more than 1,560 hours. Once the maximum hours threshold is reached, the employee will not be eligible to work again in an exempt benefits eligible or exempt temporary position until the beginning of the next calendar year, and must be terminated in FOCUS.

## **APPENDIX 1** **Senior Managers**

### **Directors of the following agencies, departments, or offices (personnel areas):**

Animal Sheltering	Neighborhood and Community Services
Cable and Consumer Services	<u>One Fairfax</u>
Clerk Services	<u>Prevent and End Homelessness</u>
Code Compliance	Park Authority
Economic Initiatives	Planning and Development
<u>Emergency Management &amp; Security</u>	Police
Environmental & Energy Coordination	Independent Police Auditor
Facilities Management	Procurement and Material Management
Family Services	Public Affairs
Finance	Public Works and Environmental Services
Fire and Rescue	Public Safety Communications
<u>Government Relations</u>	<u>Strategy Management</u>
Health	Tax Administration
Housing and Community Development	Transportation
Human Resources	Vehicle Services
Human Rights and Equity Programs	
Information Technology	
Internal Audit	
Juvenile and Domestic Relations District Court	
Land Development Services	
Library	
Management and Budget	

**Commented [AJ8]:** Added Agency.

**Commented [AJ9]:** Agency absorbed by Housing and Community Development.

**Commented [AJ6]:** Updated Agency name.

**Commented [AJ7]:** Added Agency.

**Commented [AJ10]:** Agency dissolved.

### **Directors of the following authorities, functions, or entities:**

Economic Development Authority	Public Safety and Transportation Operations Center (General
Financial and Programs Auditor	Manager)

### **Executive Directors to the following boards, commissions, and organizations:**

Civil Service Commission	Planning Commission
Fairfax-Falls Church Community Services Board	Reston Community Center
McLean Community Center	Retirement Boards
<u>Police Civilian Review Panel</u>	

**Commented [AJ11]:** Added position.

### **Additional appointed officials:**

<u>Assistant County Executive</u>	County Executive
Chief Financial Officer	Deputy County Executive
County Attorney	Executive Assistant to the County Executive
	General Registrar

**Commented [AJ12]:** Position delimited 9/23/22.

**APPENDIX 2**  
**Fairfax County Code, Personnel Regulations**  
**And Procedural Memoranda Applicable to Exempt Service**

The application of the following Fairfax County Code sections, and Fairfax County Government Personnel Regulations and Procedural Memoranda varies according to an exempt employee's status/group (attached, benefits eligible, temporary, senior manager, or employee of an elected or appointed official). Specific application is itemized in the following four charts. Eligible exempt employees are subject to the specific terms, conditions and requirements outlined in the code, regulation or procedural memoranda based on job function and classification, and FLSA status.

**A. Fairfax County Code Sections Pertaining to Employment**

Section(s)	Subject(s)	Exempt Status/ Employee Group
3-1-19	Protection of Legitimate Political Activity of Employees	All
3-1-21	Prohibited Practices	All
3-1-22 (b-c)	Penalties for Violation of Article and Personnel Regulations	All
3-1-23 (a-f)	Criminal History Record Check and Fingerprinting; Appointment to Sensitive Positions	All
3-1-24	Right of Employees to Contact Elected Officials	All
3-5-2.1 (b-e)	Disclosure of Financial Interest	All
3-9-1 to 3-9-4	Restrictions on Activities of Former Officers and Employees	All

**B. Fairfax County Personnel Regulations**

Provision	Subject	Exempt Status/ Employee Group
§§ 1.2-2 and 1.2-3	Scope of Fairfax County Merit System Ordinance and Personnel Regulations	All
Ch. 2	Definitions	All
§ 4.1413	Overtime, Compensatory Time, Call-Back Time, Consecutive Shift Time	All  (based on FLSA status and job classification; at the discretion of the appointing

Commented [AJ13]: Renumbered.

		authority for BOS staff)
§ 4.1514	Outside Employment and Conflict of Interest	All
§ 5.5	Investigations and Fingerprinting	All
§ 5.6	Medical Examinations	All (based on job classification)
§ 7.7	Appointment of Family Members	All
§ 9.4-2 and 5	Lay-Offs	Benefits eligible and temporary
§ 10.5	Unauthorized Absence	All
§ 10.22	Family and Medical Leave <sup>1</sup>	All
§ 10.26	Compensatory Leave	Attached, Benefits Eligible, Temporary, and Employees of Elected and Appointed Officials, and for BOS staff, at the discretion of the appointing authority
§ 10.29 (except 10.29-2)	Military Leave	All
§ 10.36	Administrative Leave	All
Chapter 10	Annual leave, sick leave, extraordinary sick leave, paid family leave, leave for injury in line of duty, bereavement leave, volunteer activity leave, education leave, leave without pay, civil leave, holiday leave	Exempt employees of Elected and Appointed Officials and Senior Managers
§ 14.5	Employee Medical Records	All
Add. No. 1 to Ch. 16	Standards of Conduct	All
Add. No. 2 to Ch. 16	Code of Ethics for the Merit Service of Fairfax County, Virginia	All

Commented [AJ14]: Renumbered.

<sup>1</sup> Leave use options for an employee in the exempt service under FMLA are limited to such leave as is available to the employee, based on his/her current employment status.

**C. Fairfax County Procedural Memoranda**

Number	Subject	Exempt Status/ Employee Group
02-08	Fairfax County's Language Access Policy	All
02-09	HIPAA Compliance	All
25-30	County Security Program	All
11-01	Exempt Service	All
11-02	Financial Disclosure	All
02-10	Alternative Dispute Resolution	All
08-04	Alcoholic Beverages	All
25-27	Smoking Policy	All
08-03	Holiday Decorations	All
06-03	Travel Policies and Procedures	All
02-022	Risk Management Policy Statement Distracted Driving	All
06-05	Identity Theft Prevention Program Policies and Procedures	All
70-05	Information Security	All
02-04	Fraud Policy	All
12-16	Online Procurement of Office Supplies	All
10-04	Motor Pool	All
12-14	Separation of Duties	All
13-03	Acknowledgements of Businesses, Products and Services by Fairfax County Government and its Employees	All
12-1012	Delegated Procurement Authority for Purchases Less Than \$200,000	All
39-02	Employment Policies Relating to Pregnancy and Childbirth	All
39-03	Policy and Procedure for the Religious Accommodation Process in Employment	All
39-04	Policy and Procedure for Reasonable Accommodation Process in Employment	All
39-05	Policy and Procedure for Reasonable Accommodation Services and Devices	All
39-06	Policy and Procedure on Discrimination, Harassment, and Retaliation	All
39-07	Equal Employment Opportunity Reporting Requirements	All
<u>39-08</u>	<u>Employment Policies Related to Facility Access for Transgender Workers</u>	<u>All</u>
<u>70-07</u>	<u>Governance and Management of County IT Staff and Assets</u>	<u>All</u>
	<u>Trust Policy</u>	<u>All (except Constitutional Officers and their employees)</u>

**Commented [AJ15]:** Partner policies added to this document.

**D. Fairfax County Personnel/Payroll Administration Policies and Procedures**

<b>Number</b>	<b>Subject</b>	<b>Exempt Status/ Employee Group</b>
3	Advance/Extraordinary Sick Leave	All (except Benefits Eligible and Temporary employees)
4	Underfill Assignments and Related Personnel Actions (non-public safety)	All
4A	Underfill Assignments and Related Personnel Actions (public safety)	All
8	Time and Attendance System and Controls	All
12	Medical Donor Program	All
13	Time and Attendance Reporting for All Employees Except 24-Hour Shift Fire Protection Personnel and Law Enforcement Personnel	All
14A	Time and Attendance Reporting for 24-Hour Shift Fire Protection Personnel as Defined in Personnel Regulations 2.28a	All
14B	Time and Attendance Reporting for Law Enforcement Personnel as Defined in Personnel Regulation 2.30a	All
15	Employee Identification Card	All
17	Military Leave	All
23	Injury Leave	All (with Benefits Eligible and Temporary employees subject to § 3.3.2)
28	Initial Action in Dealing with Impaired Employees Suspected of Alcohol/Drug Use	All
29	Employee Eligibility Verification	All
30	Assisting Employees with Serious Chronic Illnesses	All
31	Leave for Inclement Weather or Other Emergencies	All (subject to conditions therein)
33	Procedures and Information for Employees Terminating from or Transferring within Fairfax County	All
35	Commercial Motor Vehicle Safety Act of 1986	All
36	Leave Transfer	All (except Benefits Eligible and Temporary employees; transferred leave

		for military duty applies to merit employees only)
37	Employee Civic Activities and Responsibilities	All (rules governing leave do not apply to Benefits Eligible and Temporary employees)
41	Applicant/Employee Medical Examinations – Non-Public Safety	All
42	Procedures for Applicant Background Investigations	All (subject to conditions therein)
43A	Family and Medical Leave <sup>1,2</sup>	All
43B	Military Family and Medical Leave (MFML) <sup>1</sup>	All
48	Reemployed Annuitants	All
49	On-Call Compensation	Attached, Benefits Eligible, Temporary, and Employees of Elected or Appointed Officials
51	Overtime Compensation	Attached, Benefits Eligible, Temporary, and Employees of Elected or Appointed Officials
52	Foreign Language Skills Compensation	All
53	Fitness for Duty Examinations	All
56	Credit Check Requirements for Positions of Trust	All (subject to conditions therein)
62	Telework	All
63	Paid Family Leave	All (except Benefits Eligible

<sup>1</sup> Leave use options for an employee in the exempt service under FMLA are limited to such leave as is available to the employee, based on his/her current employment status.

<sup>2</sup> For purposes of FMLA administration, “key employees” include all directors of agencies, departments, and offices, as outlined in appendix 1 of this memorandum. Under some circumstances, key employees are not guaranteed reinstatement provided to other employees under the Act.

		and Temporary employees)
64	Mandatory COVID-19 Vaccination Policy	All

**Commented [AJ16]:** New policy as of 9/3/21. Adding to this document.

DRAFT

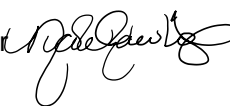


## County of Fairfax, Virginia

**MEMORANDUM**

**DATE:** November 16, 2022

**TO:** Catherine Schafrik, Director  
Department of Human Resources

**FROM:** Nicole Rawlings, Executive Director   
Civil Service Commission

**SUBJECT:** Public Hearing on Proposed Revisions to the Personnel Regulations – 1, 2, 5, 7, and 10

Following an advertised public hearing held on November 16, 2022, the Civil Service Commission considered proposed revisions to Chapters 1, 2, 5, 7 and 10 of the Fairfax County Personnel Regulations. Members of the Commission participating in the public hearing included Farzin Farzad, Jason Fong, Thomas Garnett, John Harris, Janice Hill, Herbert Kemp, Nancy Rice, Sara Simmons, John Townes, and Deborah Woolen. Commissioners LaToya Isaac and Patrick Morrison were not in attendance.

Diane Roteman, Division Director for Employee Relations in the Department of Human Resources (DHR), provided an overview of the proposed changes for each chapter.

Shelley Scianna, Deputy Director of DHR, accompanied Ms. Roteman.

Ms. Roteman presented the following proposed changes:

**Chapter 1 - Authority and Scope of Fairfax County Merit System Ordinance and Personnel Regulations**

The proposed changes to Chapter 1 add Section 1.11 on hiring preference for a Person with a disability, consistent with recently enacted Virginia legislation codified at Va. Code § 15.2-1509. The preference for a Person with a disability is similar to the existing Veteran's preference.

**Chapter 2 - Definitions**

The proposed changes to Chapter 2 add a definition for Person with a Disability consistent with Va. Code § 15.2-1509.

The proposed changes also add a definition for Religion consistent with Va. Code § 15.2-1500.1.

**Chapter 5 – Recruitment and Examination:**

The proposed changes to Chapter 5 are as follows:

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**Civil Service Commission**  
12000 Government Center Parkway, Suite 258  
Fairfax, Virginia 22035  
Phone 703-324-2930 Fax 703-653-9431  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Insert the language, "person with a disability" to Section 5.5-1 and Section 5.5-5 - Investigations and Fingerprinting, consistent with Va. Code § 15.2-1509;

Remove language pertaining to Veterans' preference in Section 5.8-2a and update the remaining language to reflect that in the event of a tie, scores on the remaining portions of the examination will be considered in the order of their relative weight; and

Remove language pertaining to Veterans' preference in Section 5.8-6b and update the remaining language to reflect that in the event of a tie, the method of breaking ties specified in Section 5.8-2a shall apply.

The changes to Sections 5.8-2a and 5.8-6b have been proposed because Veterans' preference is only applicable in making initial appointments to the County service.

#### **Chapter 7 – Certification and Appointment:**

The proposed changes to Chapter 7 insert the language, "or persons with a disability", consistent with Va. Code § 15.2-1509, in Section 7.3-3b - Certification of Applicants.

#### **Chapter 10 – Leave:**

The proposed changes to Chapter 10 Section 10.29-1a - Military Leave, increase the number of military leave days available from 15 days to 21 days, consistent with recently enacted Virginia legislation codified at Va. Code §§ 44-93 and 44-204.

#### **Public Comment:**

The Commission received a written statement from David Lyons on behalf of the Fairfax Workers' Coalition in support of the proposed changes.

The Commission did not receive any other public comments.

The members of the Civil Service Commission participating in the public hearing voted unanimously, without further discussion, to recommend that the Board of Supervisors approve the proposed changes for Chapters 1, 2, 5, 7, and 10 as presented.

If the Commission can be of further assistance in clarifying these proposed changes, please let me know.

cc: Board of Supervisors  
Commissioners, Civil Service Commission  
Bryan J. Hill, County Executive  
Karen Gibbons, Deputy County Attorney  
Joseph Herrera, Chair, EAC  
Robert Young, President, Local 2068

Joseph Abbate, President, Fairfax Deputy Sheriff's Union, SEIU  
Brad Carruthers, President, Fraternal Order of Police, Lodge 77  
Sean Corcoran, IUPA, Local 5000  
Tammie Wondong, President, FCEGU, SEIU  
Jon Miskell, Fairfax Workers Coalition  
Brenda C. Zwack, Esq., AFSCME Local 3001  
Karen Conchar, SEIU 512

ACTION - 6

Acceptance of 2022-2023 Countywide Site-Specific Plan Amendment Nominations

ISSUE:

Board action is requested to accept, or reject, nominations into the 2022-2023 Countywide Site-Specific Plan Amendment (SSPA) process. This is the process by which anyone can propose (nominate) a change to the land use recommendations in the County's Comprehensive Plan. During a Countywide nomination period from October 3–28, 2022, the County received 75 nominations, which staff has reviewed for eligibility and to ensure all required submission items have been provided. One nomination has since been withdrawn by the nominator. Nominations were submitted in all nine Supervisor districts. Nominations that are accepted by the Board will proceed to the screening phase of SSPA, which includes staff review of the nominations against the SSPA justification criteria, community engagement, and a Planning Commission workshop to determine which nominations should be added to the Comprehensive Plan Amendment Work Program (Work Program) and advanced for review as Comprehensive Plan Amendments. The screening phase will conclude with Board action on the revised Work Program, anticipated in March 2023.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors review the nominations in the SSPA Nomination Summary and direct staff as to which nominations should move forward to the screening phase.

TIMING:

Board action is requested on December 6, 2022, to allow community outreach for the screening phase to begin in January 2023.

BACKGROUND:

On July 19, 2022, the Board endorsed the new 2022-2023 SSPA process, which involves the review of nominated land use changes to the Comprehensive Plan. The 2022-2023 Countywide SSPA process allows nominations for land use plan changes in all nine Supervisor Districts. In addition to the countywide focus, the 2022-2023 SSPA process required several submission items, including a completed nomination form, a written statement of justification, an illustrative concept plan, and the property owners' consent. The eligibility and submission requirements were provided in a detailed Nominator Guide on the County's SSPA website, and nominations were accepted from October 3–28, 2022. As detailed in the enclosed SSPA Nomination Summary, a total of 74 nominations remain active, distributed as follows across the Supervisor Districts:

Board Agenda Item  
December 6, 2022

- Braddock – 3
- Dranesville – 6
- Hunter Mill – 15
- Lee – 8
- Mason – 8
- Mount Vernon – 8
- Providence – 9
- Springfield – 7
- Sully – 10

The next step in the process is for the Board to accept nominations into the 2022-2023 SSPA screening phase. The Board, in its discretion, may accept, or reject, nominations into the process, including any that are incomplete or have not met submission criteria. Seventy-one nominations are marked as complete in the Nomination Summary as of November 16, 2022; these nominations included all required submission items and are eligible for SSPA consideration. Two nominations are marked as incomplete as of November 22, 2022; these submissions have not, at this time, provided all required submission items. One nomination is not eligible for SSPA based on the submission criteria.

FISCAL IMPACT:

None.

EQUITY IMPACT:

None. The action to accept, or reject, nominations into the screening phase of the SSPA process is not anticipated to have an equity impact. The impacts of the nominations, including equity considerations, will be reviewed as appropriate during the screening and evaluation stages.

ENCLOSED DOCUMENTS:

Attachment 1: 2022-2023 SSPA Nomination Summary

STAFF:

Rachel Flynn, Deputy County Executive  
Tracy Strunk, Director, Department of Planning and Development (DPD)  
Leanna O'Donnell, Director, Planning Division (PD), DPD  
Meghan Van Dam, Chief, Policy & Plan Development Branch, PD, DPD  
Graham Owen, Planner IV, Policy & Plan Development Branch, PD, DPD

2022-2023 Countywide SSPA Nominations Summary (as of 11/22/2022)										
Nomination Number	Supervisor District	DPD Planner	Parcel ID Number(s)	Parcel Address(es)	Nominator Name	Comprehensive Plan Map Designation	Comprehensive Plan Recommendation for Nominated Property	Proposed Land Use	Summary of Proposed Comprehensive Plan Change	Nomination Status
<a href="#">CPN22-BR-001</a>	Braddock	Ryan Stewart	56-2 ((1)) 29A	11301 Lee Jackson Memorial Highway, Fairfax, VA 22030	Evergreen Investment Company LLC (Lynne Strobel, Agent/Attorney)	Office	Base Plan: Office up to a 0.15 FAR Overlay Option: Office up to a 0.70 FAR	Residential	The Nominator proposes an option to the current Plan text to allow for residential use up to a 1.9 FAR on the Property. A multi-family residential building with structured parking and up to 200 units is proposed.	Complete
<a href="#">CPN22-BR-002</a>	Braddock	Ryan Stewart	56-2 ((1)) 1C	11727 Fairfax Woods Way, Fairfax, VA 22030	EQR Fairfax Corner, L.L.C. (Lynne Strobel, Agent/Attorney)	Residential, 8-12 du/ac	Base Plan: Residential, 4-8 du/ac Redevelopment Option: Office Mixed-Use up to 0.35 FAR	Residential	The Nominator proposes to construct a mid-rise multi-family building with structured parking that contains up to 405 units within an existing multi-family development. The construction of a multi-family building will result in the loss of up to 70 existing multi-family units, or a net increase of up to 335 multi-family units on the Property. To accommodate this proposal, the Nominator proposes an option to the Plan text to allow an increase in the allowable FAR from 0.35 up to 0.42.	Complete
<a href="#">CPN22-BR-003</a>	Braddock	Ryan Stewart	69-4 ((1)) 6A	9350 Braddock Road, Burke, VA 22015	Trustees of the Church of the Good Shepherd, Episcopal, Burke (Lynne Strobel, Agent/Attorney)	Residential: 1-2 du/ac	Land in the Olley Lane corridor located between Braddock Road and the lots fronting on Athens Road is planned for residential use at 1-2 dwelling units per acre. In view of the large lot, low density, single-family detached residential use that predominates in this corridor, new and infill development in the corridor, that includes Parcels 69-2 ((2))L, M, N1, P1, Q, R, S, 3, 3A, 5, 7, 7B, 8A, 8B1, 8B2, 9A, 9C, 9D, 10B, 11A, 11B1, 11B2, as well as parcels 69-2((1))5A, 5B, 5C, 6; parcel 69-2((13))44; Parcels 69-4((24))A, 1-21 and Parcel 69-4((1)) 6A, generally should not exceed one dwelling unit per acre, to retain the contour of land to preserve existing mature trees. Accordingly, land North and South of the Resource Protection Area should retain its current low density residential and rural character to be in consonance with the surrounding communities.	Residential	The Nominator proposes an option to the current Plan text to allow for residential use up to a density of 2-3 du/ac.	Complete
<a href="#">CPN22-DR-001</a>	Dranesville	David Huaman	1. 0161 01 0011A 2. 0161 01 0011B	1. No Parcel Address 2. 13500 DULLES GREENE DR, HERNDON VA 20170	The Peterson Companies (Contact: Adam Cook)	Mixed Use	Innovation Center TSA - Metro Parking Garage / PDH-20 - See Attached	Residential	The Nominator proposes residential multi-family (affordable) use. Estimated FAR: 1.0 with structured parking.	Complete
<a href="#">CPN22-DR-002</a>	Dranesville	David Huaman	1) 15-2 ((1)) 15A 2) 15-2 ((1)) 16 3) 15-2 ((1)) 17A	1) 2214 Rock Hill Rd, Herndon, VA 20170 2) 2210 Rock Hill Rd, Herndon, VA 20170 3) 2205 Rock Hill Rd, Herndon, VA 20170	DWC Holdings LLC & Origami Capital Partners LLC; Brian Winterhalter, DLA Piper LLP (Authorized Agent)	The three parcels are located in the Dulles Suburban Center and designated mixed-use under the current Comprehensive Plan.	Current Comprehensive Plan recommendation provided in supplemental documents.	MixedUse	The Nominator proposes to amend the Fairfax County Comprehensive Plan to modify an existing option for redevelopment of the Property with a mix of uses to allow a greater proportion of residential use than currently contemplated under the Comprehensive Plan. Additional information regarding the proposed Comprehensive Plan changes is provided in supplemental documents.	Complete
<a href="#">CPN22-DR-003</a>	Dranesville	David Huaman	40-1 ((1)) 39	7600A Leesburg Pike, Falls Church, VA 22043	Elm Street Communities, Inc. (Lynne Strobel, Agent/Attorney)	Residential: 5-8 du/ac	No site-specific text	Residential	The Nominator proposes an option to the current Plan text to allow for residential use up to a density of 12-16 du/ac.	Complete

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<a href="#">CPN22-DR-004</a>	Dranesville	David Huaman	0161-01-0004 0152-01-0001 0152-01-0002	0161-01-0004 no address given in tax records 0152-01-0001 2140 Rock Hill Rd 0152-01-0002 2144 Rock Hill Rd	Richard D. Stout	Mixed -Uses	Baseline Recommendations: Land Unit L-3 (Parcels 15-2((1))1, 2, 3 and 16-1((1))4, 4A) is planned for office and research and development use at a maximum intensity of .25 FAR at the baseline. Community-serving retail use on the ground level of office structures may be appropriate to serve employees. Rail Transit Option: Mixed Use with multiple options within the 1/2-mile radius of Metro; Residential 16-20 du/ac beyond the 1/2-mile radius	MixedUse, Residential, Other	The Nominator proposes that the Rail Transit Option for Ring 2 in Land Unit L-3 be changed to allow predominately residential use with non-residential uses (retail, services, amenity space and live-work units) limited to appropriate first floor street frontages. (Page 152) No change to density (max. 1.6 FAR) is proposed. Nominator proposes that the Baseline Recommendation be changed to medium density residential: 16-20 dwelling units per acre, at an overall intensity of .50 FAR No change is proposed for Ring 3 (the area beyond the ½-mile circle) which is planned for residential use at 16-20 du/ac (0.5 FAR).	Complete
<a href="#">CPN22-DR-005</a>	Dranesville	David Huaman	29-1 ((1)) 45 29-1 ((4)) 1 29-1 ((4)) 2 29-1 ((4)) 3	1336 Spring Hill Road, McLean, VA 22101 1340 Spring Hill Road, McLean, VA 22101 1344 Spring Hill Road, McLean, VA 22101 1348 Spring Hill Road, McLean, VA 22101	Matthew G. Roberts, Esq.	2-3 DU/AC	McLean Planning District, M6 - Spring Hill Road Community Planning Sector: "Vacant land south of Lewinsville Road and east of Gordon Lane is planned for residential use at 2-3 dwelling units per acre. Cluster development is encouraged so that land immediately adjacent to the Dulles Airport Access Road would remain as open space and provide a buffer to the residential area."	Residential	The Nominator proposes single family attached or detached residential development at 3-4 DU/AC.	Complete
<a href="#">CPN22-DR-006</a>	Dranesville	David Huaman	1. 6-4 ((1)) 66B 2. 6-4 ((1)) 70A 3. 6-4 ((14)) A	1. 1089 Liberty Meeting Court, Herndon, VA 20170 2. 11718 Sugarland Road, Herndon, VA 20170 3. N/A	Trustees of Dranesville United Methodist Church, by Sara V. Mariska, Attorney/Agent	0.5-1 dwelling unit/acre	Upper Potomac Planning District, Greater Herndon Community Planning Sector (UP4) - Planned for residential uses at 0.5-1 dwelling unit/acre. Specific plan text has been included as a supplemental document.	MixedUse	The Nominator proposes to retain existing approved uses including a place of worship, child care and nursery school, columbarium, cemetery, and telecommunications use and add an affordable independent living facility with up to 90 units in a 5-story building up to 50 feet in height.	Complete
<a href="#">CPN22-HM-001</a>	Hunter Mill	David Stinson	0171 01 0002C	1760 Reston Parkway	RTC Partnership, LLC (Andrew A. Painter, attorney/agent)	Residential Planned Community	The Plan recommends development on the Property with approved uses and development intensities, specifically approved for mix of uses to include office, retail and/or eating establishments at an approved intensity of 4.08 FAR.	Residential	The Nominator proposes an alternative redevelopment option for a high-rise multifamily residential building up to 4.08 FAR, with setbacks from Reston Parkway similar to that as approved with the adjacent Spectrum development, and publicly-accessible open space provided along Reston Parkway.	Complete
<a href="#">CPN22-HM-002</a>	Hunter Mill	David Stinson	18-3 ((5)) F 18-3 ((5)) G 18-3 ((5)) 7 18-3 ((5)) 7A 18-3 ((5)) 8B	1805 Michael Faraday Court	Breckenridge, LLC (Andrew A. Painter, attorney/agent)	Mixed Use	The western portion of the Properties (Tax Map ##18-3 ((5)) 7 and 7a) are planned for a Residential-Mixed Use designation up to a 1.5 FAR. The eastern portion of the Properties (Tax Map ##18-3 ((5)) 8B, G, and F) are located in the Reston East District and are planned to retain their employment activity focus up to an intensity of a 0.50 FAR. The Plan recommends a redevelopment option for the eastern portion of the Properties with residential uses up to a 1.0 FAR with conditions: (1) full consolidation with adjacent parcels Tax Map #18-3 ((5)) 6, 8C, and 9; and (2) the Skatequest Ice Rink located on Tax Map #18-3 ((5)) 9 is preserved as a private community recreational facility.	Other	The Nominator proposes to remove the lot consolidation requirement. Retain existing land use mix recommendation.	Complete

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<a href="#">CPN22-HM-003</a>	Hunter Mill	David Stinson	1) 17-4 ((12)) 11D3 2) 17-4 ((12)) 11D5 3) 17-4 ((12)) 11D7 4) 17-4 ((12)) 11D8 5) 17-4 ((12)) 11K 6) 17-4 ((12)) 11M	1900 Centennial Park Dr., Reston, VA 20191 11400 Commerce Park Dr., Reston, VA 20191 11440 Commerce Park Dr., Reston, VA 20191 11480 Commerce Park Dr., Reston, VA 20191 1850 Centennial Park Dr., Reston, VA 20191 Vacant Land, Reston, VA 20191	CP Management Center, LC; Brian Winterhalter, DLA Piper LLP (Authorized Agent)	1) 17-4 ((12)) 11D3 - Light Intensity Industrial District 2) 17-4 ((12)) 11D5 - Planned Development Commercial District 3) 17-4 ((12)) 11D7 - Planned Development Commercial District 4) 17-4 ((12)) 11D8 - Light Intensity Industrial District 5) 17-4 ((12)) 11K - Planned Development Commercial District 6) 17-4 ((12)) 11M - Planned Development Commercial District	Current Comprehensive Plan Recommendation provided in supplemental documents.	MixedUse	The Nominator proposes to amend the Fairfax County Comprehensive Plan to: (1) increase the maximum development intensity for the Property from 2.5 FAR to 3.2 FAR, and (2) modify the recommended mix of uses to allow a greater proportion of office than currently contemplated under the Comprehensive Plan. Additional information regarding the proposed Comprehensive Plan changes is provided in supplemental documents.	Complete
<a href="#">CPN22-HM-004</a>	Hunter Mill	David Stinson	17-3 ((8)) (3A) 3B	12120 Sunrise Valley Drive	RMC Owner LLC (Authorized Agent, DLA Piper LLP)	Office	See attached documentation.	Residential	The Nominator proposes to amend the plan for the property identified on the Fairfax County Tax Map as parcel 17-3 ((8)) (3A) 3B to allow it to be redeveloped with 100 percent residential use up to a 1.9 FAR.	Complete
<a href="#">CPN22-HM-005</a>	Hunter Mill	David Stinson	017-3 ((08)) (04) 0001 017-3 ((08)) (04) 0002 017-3 ((08)) (04) 0003 017-3 ((01)) 0026	12001 Sunrise Valley Drive Reston, VA 20191 12003 Sunrise Valley Drive Reston, VA 20191 12005 Sunrise Valley Drive Reston, VA 20191	Reston Corner Virginia, LLC (Agent: DLA Piper LLP (US))	Office, Public Facilities	The area west of the USGS and south of Sunrise Valley Drive is planned for light industrial use up to .35 FAR, while office use up to .50 FAR is appropriate for the balance of the district	MixedUse	The Nominator proposes to update the land use recommendation to include a residential option with a FAR up to 1.5 and for the recommended land use to be updated to "residential mixed-use".	Complete
<a href="#">CPN22-HM-006</a>	Hunter Mill	David Stinson	017-4 ((14)) (1A) 2A	1950 Roland Clarke Place, Reston, Virginia 20191	Amanda Williams and Mark Looney, Cooley LLP (Property Owner's Agent and Attorney)	Residential Planned Community	The Property is within the Transit-Oriented Development District within the south sub-district of the Wiehle TSA and is specifically designated for Residential Mixed Use ("RMU"). A copy of the site-specific guidance is included in the Supplemental Documents section of this form.	Residential, Other	The Nominator proposes to modify the current Residential Mixed-Use designation for the Property, which calls for redevelopment at a ratio of 75% residential and 25% non-residential, and permit instead primarily residential uses across the Property with the inclusion of a public use component.	Complete
<a href="#">CPN22-HM-007</a>	Hunter Mill	David Stinson	027-1 ((16)) (05) 0005 027-1 ((16)) (05) 0006 027-1 ((16)) (05) 0010	1893 Preston White Drive, Reston, VA 20191 1897 Preston White Drive, Reston, VA 20191	1897 Preston White, LLC and Beta Investments, LLC (Agent: DLA Piper LLP (US))	Office	This district is planned to retain its employment activity focus, including office, light industrial, institutional and research and development (R&D) uses up to .50 FAR.	MixedUse	The Nominator proposes to allow for 60-85% residential, 5-10% local serving office, 5-10% retail, and up to 5% hotel uses. The Nominator believes this can be achieved as shown on the "Proposed Plan" by having the "higher density residential mixed-use" development be in the range of 1.75-2.0 FAR while the medium density, transitional mixed-use development is in the range of 1.0 FAR	Complete

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<a href="#">CPN22-HM-008</a>	Hunter Mill	David Stinson	1) 17-4 ((11)) 0004A 2) 026-2 ((05)) 0004 3) 026-2 ((03)) 0008B 4) 026-2 ((02)) 0008	1) 11875 Sunrise Valley Drive, Reston, VA 20191 2) 2018 Soapstone Drive, Reston, VA 20191	Steve Siegel, Virginia Investment Partners 2019 LLC	Private Open Space, Private Recreation, RPC	The Reston National [Tax Maps 17-4 ((11)) 4A, 26-1 ((6)) 96, 97, 26-2 ((2)) 8, 26-2 ((3)) 8B, and 26-2 ((5)) 4] and Hidden Creek Country Club [Tax Maps 17-2 ((1)) 19, 17-2 ((24)) 1, 17-4 ((1)) 11, 17-4 ((2)) (37) 2, and 17-4 ((10)) 2] golf courses are planned for private recreation uses, more specifically to remain as golf courses. For further guidance, see the Parks, Recreation, and Cultural Facilities section.	MixedUse	The Nominator proposes the following redevelopment option to the Comprehensive Plan: A portion of Reston National's 168 acres, located predominantly to the west of the existing TRANSCO gas easement, may be developed with a mixed use village, to include a mix of retail uses and low- to mid-rise residential (including a substantial workforce housing component for first-responders, teachers, nurses, etc), accompanied by and linear park along the gas easement and the permanent preservation of the remaining approximately 100 acres located to the east of the gas easement as publicly accessible open space/nature conservancy.	Complete
<a href="#">CPN22-HM-009</a>	Hunter Mill	David Stinson	17-4 ((12)) 1 17-4 ((12)) 2 17-4 ((12)) 4A 17-4 ((12)) 5B 17-4 ((12)) 7 17-4 ((12)) 8 17-4 ((12)) 9	1900 Association Drive 1920 Association Drive 1904 Association Drive 1906 Association Drive 1912 Association Drive 1914 Association Drive 1910 Association Drive	JLB Realty LLC (Authorized Agent: DLA Piper LLP)	Office	See attached documents.	MixedUse, Residential	The Nominator proposes to bring the entirety of the Property into the RMU designation, provide additional flexibility in the mix of uses, affirm the need for the grid of streets to create developable blocks, and provide for recognition of the historic character of the exiting office buildings through alternative measures to preservation.	Complete
<a href="#">CPN22-HM-010</a>	Hunter Mill	David Stinson	018-3 ((06)) 0007A 018-3 ((06)) 0007B 018-3 ((06)) 0007C 018-3 ((06)) 0008B	1810 Samuel Morse Drive Reston, VA 20190 1825 Samuel Morse Drive Reston, VA 20190 1850 Samuel Morse Drive Reston, VA 20190 11111 Sunset Hills Road Reston, VA 20190	Pulte Home Company LLC (Agent: Brian Winterhalter of DLA Piper LLP (US))	Mixed Uses	This district is planned to retain its employment activity focus, including office, light industrial, institutional and research and development (R&D) uses up to .50 FAR. This area includes low-rise office buildings and surface parking lots located east of Samuel Morse Drive and west of the proposed South Lakes overpass. The existing site is located adjacent to approved, mixed-use development in the Wiehle Station East TOD area.	Residential	The Nominator proposes redevelopment with residential uses up to 1.0 FAR should be permitted, and it must provide harmony with the adjacent mixed-use, TOD area. The redevelopment criteria must include connection to Reston Station Boulevard, maximum tree canopy, updated stormwater management, and orientation of buildings to complete streets instead of alleys. Setbacks and dedication of a portion of Sunset Hills Road are necessary. Dedication of land and construction of a portion of the extension of South Lakes Drive must be provided if adjoining the selected site. The area located east of the extension of South Lakes Drive will remain industrial.	Complete
<a href="#">CPN22-HM-011</a>	Hunter Mill	David Stinson	0174 10 0002 0174 02370002 0174 01 0011 0172 24 0001 0172 01 0019	1711 Clubhouse Road, Reston, VA 20190 11800 North Shore Drive, Reston, VA 20190	Mark Looney, Cooley LLP (Agent)	Private Recreation, RPC	Private recreation use/golf course.	Other	The Nominator proposes public park/golf course and residential uses. Please see the Statement of Justification.	Complete
<a href="#">CPN22-HM-012</a>	Hunter Mill	David Stinson	1) 029-3 ((01)) 0031A 2) 029-3 ((01)) 0031B	1) 2000 Chain Bridge Road, Vienna, VA 22182 2) 2050 Chain Bridge Road, Vienna, VA 22182	Comstock	Transit Station Mixed-use, Residential Mixed-Use	Mixed use with up to 65% office use	MixedUse	Mixed use with 85% multi-family use and 15% retail use	Complete

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<a href="#">CPN22-HM-013</a>	Hunter Mill	David Stinson	18-3 ((03)) 0002A 18-4 ((01)) 0022 18-4 ((08)) 0001A 18-4 ((08)) 0002 18-3 ((02)) 0004 18-3 ((01)) 0004 18-4((01)) 0026B1 18-4 ((08)) 0003 18-3 ((03)) 0003A 18-3 ((01)) 0005 18-3 ((02)) 0002A 18-3 ((02)) 0006 18-3 ((02)) 0001 18-3 ((02)) 0004A	1620 Hunter Mill Road 1621 Hunter Mill Road 1631 Crowell Road 1627 Crowell Road 10736 Sunset Hills Road 1628 Hunter Mill Road 1627 Hunter Mill Road 1623 Crowell Road 1624 Hunter Mill Road 1630 Hunter Mill Road 10718 Sunset Hills Road 10800 Sunset Hills Road 10728 Sunset Hills Road 10700 Sunset Hills Road	Mark Looney	.2-.5 dwelling units per acre	Site Specific Text Provided as Attachment. Upper Potomac Planning District, Greater Reston Community Planning Sector, pg 68.	Residential	The Nominator proposes to allow for a predominately residential community consisting of a range of single-family detached and single-family attached and/or stacked dwelling units, coordinated access and integrated open space throughout the SSPA Area. Key features of the Nomination include (a) potential dedication of right-of-way for and construction of relocated Sunset Hills Road through the SSPA Area consistent with the 2018 Plan Amendment, (b) the widening of Hunter Mill Road between Crowell Road and the Dulles Toll Road, (c) potential expansion and/or relocation of the Park Authority's athletic field facility currently planned for the east side of Hunter Mill Road, (e) potential development of additional recreational facilities west of Edlin School beyond those proposed by the Park Authority, and (f) potential convenience retail to serve the Property and surrounding communities, if desired and appropriate.	Complete
<a href="#">CPN22-HM-014</a>	Hunter Mill	David Stinson	18-3((08))18B 18-3((08))0008 18-3((08))0004A 18-3((08))0001 18-3((08))0002 18-3 ((08))0005A1 18-3 ((08))0007A	11100 Wildlife Center Drive, Reston, VA, 20190 1768 Business Center Drive, Reston, VA 20190 1761 Business Center Drive, Reston, VA 20190 1771 Business Center Drive, Reston, VA 20190 1769 Business Center Drive, Reston, VA 20190 1759 Business Center Drive, Reston, VA 20190 1760 Business Center Drive, Reston, VA 20190	Mark Looney	Industrial	Site Specific Text as provided in Pages 159-162 of Reston Comprehensive Plan	MixedUse	The Nomination proposes to permit Lake Fairfax Business Park's redevelopment into a village-style mixed-use community that complements and builds on Reston's successful Village Centers. Indeed, the proposal envisions retention of elements of the existing office and nonresidential uses and the introduction of new, transitional residential uses (e.g., townhome, attached single-family residential units, 2-over-2 units, mid-rise multi-family, and condo flats) and appropriately scaled retail uses, all connected and enhanced by coordinated and improved pedestrian connections, streetscape, open space & tree preservation/buffer areas.	Complete
<a href="#">CPN22-HM-015</a>	Hunter Mill	David Stinson	1. 18-4 ((04)), Parcel 0004 2. 18-4 ((01)), Parcel 0005 3. 18-4 ((01)), Parcel 0005A 4. 18-4 ((01)), Parcel 0004A 5. 18-4 ((01)), Parcel 0004 6. 18-4 ((05)), Parcel 0005	1. 1533 Crowell Road, Vienna, VA 22182 2. 1538 Crowell Road, Vienna, VA 22182 3. 1542 Crowell Road, Vienna, VA 22182 4. 1546 Crowell Road, Vienna, VA 22182 5. 1616 Crowell Road, Vienna, VA 22182 6. 1620 Crowell Road, Vienna, VA 22182	Panthea Mohtasham	The Properties are zoned to the Residential Estate ("R-E") district. Currently, the Properties each contain one house and consist of a combined total of 10 acres. Please see the attached documents for specifics.	The Hickory Community Planning Sector is recommended as a Low Density Residential Area under the Concept for Future Development and is developed predominantly with single-family residential uses at 0.2 to 0.5 dwelling units per acre. Please see the attached documents for specifics.	Residential	The Nominator proposes to continue the evolution of the Community with residential development by requesting an option to the current Plan text to allow for residential use up to a density of 1 to 2 dwelling units per acre. Please see Statement of Justification for specifics.	Complete

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<a href="#">CPN22-LE-001</a>	Lee	David Stinson	0823 01 0041E	6116 Rose Hill Drive, Alexandria, VA 22310	Aisha Hill	The property is located within the RH4 Lehigh Community Planning Sector of the Rose Hill Planning District, Area IV ("RH4") Section of the Comprehensive Plan.	Current Comprehensive Plan Recommendation - "The site of the Rose Hill shopping center is planned for continued retail use up to .30 FAR. Although larger in gross floor area than some other neighborhood centers, it functions as a neighborhood shopping center and is constrained by surrounding development. Future improvements to the shopping center should incorporate adequate pedestrian connections to the surrounding neighborhoods and effective screening and buffering to the adjacent residential areas." The Property's Comprehensive Plan site recommendations are out of step with the County's envisioned goals for redevelopment. The plan as written is inflexible and significantly limits the Applicant's ability to provide more valuable resources to the community. Additionally, the limited FAR prescribed in the Comprehensive Plan prevents the Applicant from developing the site into an attractive mix of residential and commercial uses, as	MixedUse	The Nominator proposes mixed use, including multifamily residential and retail uses with a structured parking garage and surface parking.	Complete
<a href="#">CPN22-LE-002</a>	Lee	David Stinson	0813 05 0010	6320 Grovedale Dr., Alexandria, VA 22310	Zachary G. Williams	Office	Transitional low-rise or townhouse-style office use up to .35 FAR is planned for Tax Map 81-3((5))9, 10, 10A, ((34)), and ((38)) along Grovedale Drive provided the following conditions are met: • Substantial consolidation of the parcels to effect a coordinated, attractive and well-designed development. Such development should be designed to be compatible with the surrounding residential community and no direct access should be provided to Beulah Street; and • Landscaped screening should be provided in the buffer zone for those properties surrounding the subject property. This includes the Georgetown Woods townhouse development on Gildar Street and the low density neighborhood across Beulah Street. The landscaped screening should contain an effective mixture of shrubs and trees together with a fence of at least six feet in height between the planned office and existing townhouse development. Such fence should be placed on the inside	Institutional	The Nominator proposes childcare center use on the Property with up to 140 to 160 children. The proposed childcare center will contain two stories and a GFA of 9,000 s.f. The childcare center would contain one play area, located at ground level at the rear of the site. A childcare center is a permitted use in the C-2 zoning district and would otherwise be permitted on the Property if not for use restrictions in the proffers.	Complete

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<a href="#">CPN22-LE-003</a>	Lee	David Stinson	81-3 ((5)) 15A 81-3 ((5)) 15B 81-3 ((5)) 15C 81-3 ((5)) 17C 81-3 ((5)) 17D	Parcel 15A – 6320 Munhall Lane, Alexandria, VA 22310 Parcel 15B – 6321 Munhall Lane, Alexandria, VA 22310 Parcel 15C – 6325 Munhall Lane, Alexandria, VA 22310 Parcel 17 C – 6412 Beulah Street, Alexandria, VA 22310 Parcel 17D – 6400 Beulah Street, Alexandria, VA 22310	CIA-Beulah Street LLC (Lynne Strobel, Agent/Attorney)	Office	Low intensity office use	Residential	The Nominator proposes an option for residential use up to 12 dwelling units per acre exclusive of affordable and workforce housing.	Complete
<a href="#">CPN22-LE-004</a>	Lee	David Stinson	90-4 ((1)) 11C	6699 Springfield Court	Tim Sampson	Industrial	The property is located within Land Unit P of the Franconia-Springfield Transit Station Area within Area IV. Land Unit P is planned for light industrial use up to 0.35 FAR, with an option for biotech/research and development uses up to 0.50 FAR as appropriate to complement the "NVCC/Inova medical center".	Residential	The Nominator proposes to increase the baseline density recommendation to be consistent with existing by-right zoning (0.35 FAR to 0.50 FAR). Include additional option for Residential and/or Continuing Care use with potential ancillary ground floor retail up to 1.5 FAR with structured parking and maximum building height up to 100 feet.	Complete
<a href="#">CPN22-LE-005</a>	Lee	David Stinson	81-2((01))0025A; 81-2((04)) 0026; 81-2((04)) 0027; 81-2((04)) 0017; 81-2((04)) 18; 81-2((04)) 19;	81-2((01))0025A; 5509 Vine Street; 5513 Vine Street; 5416 Vine Street; 5410 Vine Street; 5408 Vine Street;	Mark Looney	Industrial	Rose Hill Planning District, Van Dorn Station Area, Page 19. Please see attachment for site-specific text.	MixedUse	The Nominator proposes to modify the Plan's recommendations for the SSPA Area to better align land use and transportation planning in the Vine Street corridor. Specifically, the Nomination proposes to add flexibility to accommodate whatever transportation solution results from VDOT's Study while continuing to promote TOD development adjacent to the Van Dorn Street Metro Station. It also consolidates the two land use options currently set forth in the Plan – one option below 1.0 FAR and another above a 1.0 FAR – into a single recommendation. See the proposed text in the Statement of Justification.	Complete

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<a href="#">CPN22-LE-006</a>	Lee	David Stinson	Northeastern Landbay #1 0804 01 0017 #2 0804 01 0018 #3 0804 01 0019 #4 0804 01 0020B Northwestern Landbay #5 0804 01 0016 Southwestern Landbay #6 0902 01 0004B #7 0902 01 0004C #8 0902 01 0004A	Northeastern Landbay #1 6515 Backlick Rd, Springfield, VA 22150 #2 6841 Franconia Rd, Springfield VA 22150 #3 6850 Franconia Rd, Springfield VA 22150 #4 n/a Northwestern Landbay #5 6508 Backlick Rd, Springfield, VA 22150 Southwestern Landbay #6 n/a #7 6508 Backlick Rd, Springfield, VA 22150 #8 n/a	Mark M. Viani	Northeastern Landbay #1 Retail and other #2 Retail and other #3 Retail and other #4 Retail and other Northwestern Landbay #5 Retail and other Southwestern Landbay #6 Mixed Uses #7 Mixed Uses #8 Mixed Uses	The Property is located in Land Unit D of the Springfield-Franconia Area (Area IV). The Plan provides in relevant part: (For Northwestern and Northeastern Landbays) The land unit is an area where medium- to high-density redevelopment with consolidation of parcels is encouraged to alleviate some restrictions to development of narrow parcels. The area between Old Keene Mill Road and Springfield Boulevard is planned for retail uses up to 0.70 FAR. With substantial consolidation, the area is planned for an option of office and retail uses up to 1.5 FAR. (For Southwestern Landbay) The area south of Springfield Boulevard and west of Backlick Road is planned for mid-rise office use with ground floor retail uses up to 0.70 FAR. As an alternative, uses such as automobile sales and services may be considered for this area at an intensity up to 0.70 FAR. With substantial and logical consolidation, development up to 1.0 FAR may be considered as an option	MixedUse	The nominator proposes to redevelop the property with a mixed-use high-quality multifamily residential development, with an internal structured parking facilities an onsite amenities, as well as first floor commercial units on both sides of Springfield Boulevard (between the Northwestern and Southwestern landbays. Leveraging its proximity to the Springfield Multimodal Transportation Center and the surrounding commercial properties, the project will provide a transformational change to this portion of the Springfield CBC, with the inclusion of upscale multifamily residential development and creation of an activated street front long Springfield Boulevard. The proposed density varies with each landbay (as reflected on the plan) and building height is limited to 85 feet, which is compatible with surrounding uses.	Complete
<a href="#">CPN22-LE-007</a>	Lee	David Stinson	092-1 ((01)) 0008 092-1 ((01)) 0009 092-1 ((01)) 0010 092-1 ((01)) 0011 092-1 ((01)) 0012 092-1 ((01)) 0013 092-3 ((01)) 0001 092-3 ((01)) 0002 092-3 ((01)) 0005	6981 Telegraph Road Alexandria, VA 22310 6988 Telegraph Road Alexandria, VA 22310 7015 Sheridonna Lane Alexandria, VA 22310 7018 Sheridonna Lane Alexandria, VA 22310 7019 Sheridonna Lane Alexandria, VA 22310 7101 Sheridonna Lane Alexandria, VA 22310	The Carr Companies (Agent: DLA Piper LLP (US))	1-2 DU/AC	The privately-owned parcels along Sheridonna Lane, between Dogue Creek and the LakeDevereaux subdivision, should be considered for purchase by the county to buffer Huntley Meadows Park. This area contains floodplains associated with Dogue Creek. If appropriate, non-floodplain areas should be made available for wetland mitigation purposes. If public acquisition is not achieved, the area is planned for residential use at 1-2 dwelling units per acre. As the area is almost entirely within a Resource Protection Area, development is planned for the low end of the Plan's density range.	Residential	The Nominator proposes a 9-parcel consolidation for an age-targeted (55 and older) attractive, integrated and well-planned independent living facility up to 8 units/acre to be located on the Property	Complete

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<a href="#">CPN22-LE-008</a>	Lee	David Stinson	090-2 ((01)) 0086A	6525 Frontier Drive, Springfield, Virginia 22150	David Gill	Retail and other	Parcel 90-2 ((1)) 86A is planned for low- intensity retail use up to .30 FAR. This use should be one-story in character, with buildings and access oriented to Frontier Drive. A minimum 50-foot vegetated buffer and a brick wall should be provided along Elder Avenue to assist in creating a transition to the existing residential communities in this area. The buffer should be enhanced with evergreen trees to provide year round screening. No sidewalk or curb and gutter should be provided along Elder Avenue. The primary access to development in Land Unit L should be oriented to Frontier Drive opposite the entrance to future Springfield Town Center.	MixedUse	The Nominator proposes a Plan option for mixed-use residential to complement the nearby Springfield Town Center, while respecting the existing single-family neighborhoods to the east. Building heights would taper from approximately 12-stories (120 feet) on Frontier Drive, to a single story of retail use along the property's east. We request a Plan FAR of approximately 2.0 with multifamily residential and retail use. Approximately 117,000 sf of retail use and approximately 626,000 sf of residential use. Most parking would be within underground parking structures, with a 3-story above grade garage along the south, wrapped on two sides with retail and residential uses. Vehicular access into the site will come off of Frontier Drive, with no vehicular access from the neighborhoods to the east. There will be a new retail street running east-west lined with retail, open space, outdoor seating areas, and a generous streetscape to establish a strong sense of place for the project.	Complete
<a href="#">CPN22-MA-001</a>	Mason	Michael Burton	71-2-10-0001 71-2-10-0002 71-2-10-0011 71-2-10-0012	6675 Little River turnpike 4605 Columbia Road 4600 Randolph Drive 4604 Randolph Drive	6675 Little River Turnpike LLC.	Retail and Other	A3-Indian Run Community Planning Sector The commercial area south of Little River Turnpike, between Randolph Drive and Columbia Road is planned for retail use. As an option, parcels 71-2((10))1.2,11, and 12 may be appropriate for office use up to .40 FAR, with full consolidation, a maximum height of 35 feet, a minimum 25 foot landscaped buffer, and effective visual screening including provision of a 6 foot high brick wall next to the residential neighborhood to the south. Any redevelopment of the site should improve the area's storm water drainage and minimize impacts to traffic on Randolph Drive.	MixedUse	The Nominator proposes mixed use consisting of 3 floors of multi-family residential over ground floor retail. Proposed FAR 1.69 Underground structured parking Max building height 65 feet 105 multi-family units and 18,000 SF of ground floor 98-retail	Complete

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<a href="#">CPN22-MA-002</a>	Mason	Michael Burton	0611 01 0011	6129 Leesburg Pike, Falls Church, Virginia, 22041	5513 6129 LEESBURG PIKE FALLS CHURCH LLC, Owner, by Michelle A. Rosati, Holland & Knight LLP, Counsel to Owner/Nominator	The current Comprehensive Plan Map designation appears to be residential at 16-20 dwelling units per acre.	The Subject Property is located in Area I, Baileys Planning District, B5 Barcroft Community Planning Sector. The Comprehensive Plan Text reads as follows: Land Use The Barcroft sector, outside of the Seven Corners and Baileys Crossroads Community Business Centers, is largely developed as residential neighborhoods. Infill development in these neighborhoods should be of a compatible use, type and intensity and in accordance with the guidance provided by the Policy Plan in Land Use Objectives 8 and 14. Where substantial parcel consolidation is specified, it is intended that such consolidations will provide for projects that function in a well-designed, efficient manner and provide for the development of unconsolidated parcels in conformance with the Area Plan. Figure 62 indicates the geographic location of land use recommendations for this sector. There is no site-specific guidance for the Subject Property noted on Figure 62.	Residential	The Nominator proposes to retain the residential use designation but would modify the recommended density range to up to 30 dwelling units per acre. Notably, the Subject Property is a decades-old apartment complex, constructed "by right" in the 1960s, with ample underutilized land, much of which is currently surface parking. The proposed change would support a rezoning to add residential units in a more efficient and modern layout, subject to current expectations for design and proffered commitments.	Complete
<a href="#">CPN22-MA-003</a>	Mason	Michael Burton	0612 17A 0030 0612 17A 0031 0612 17A 0032 0612 17A 0033 0612 17A 0034 0612 17A 0035 0612 17A 0036 0612 17A 0037 0612 17A 0038 0612 17A 0039 0612 17A 0040	6500 Block (no addresses assigned) Church St, Falls Church, VA 22041	David S. Houston	Retail Other (portion) Office (portion)	Office/Retail	Residential, Retail, Other Commercial	The Nominator proposes a maximum of residential uses up to 82,000 square feet. The requested density is approximately 1.0 FAR. The SSPA seeks to increase the current baseline recommendation in the Comprehensive Plan for retail in Sub-Unit D-4. The current base-line retail recommendation for Sub-Unit D-3 is 200,100 square feet. Current conditions are well below this cap. The nature of the Property's consolidation places part of the potential development in Sub-Unit D-3 and the remainder in D-4. Sub-Unit D-4 recommends only 21,100 square feet of retail between a multitude of parcels and owners and, as mentioned above, would be exceeded by any proposed development increasing retail on the Property. To accommodate new development with optional retail, the proposed update would increase the recommended retail intensity to a maximum of 31,100 square feet in Sub-Unit D-4 – an increase by 10,000 square feet.	Complete
<a href="#">CPN22-MA-004</a>	Mason	Michael Burton	51-3 ((1)) 43	6200 Wilson Boulevard, Falls Church, VA 22044	Cavalier Club, LLC and EYA Development LLC by Sara V. Mariska, Attorney/Agent	16-20 dwelling units/acre	Baileys Planning District, Seven Corners Community Business Center, Land Unit E which recommends residential development at 16-20 dwelling units/acre.	MixedUse	Nominators propose to retain the existing multifamily building, add a structured parking garage, and provide approximately 300 multifamily units and 5,000 to 20,000 square feet of retail in a building up to 7-stories.	Complete

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<a href="#">CPN22-MA-005</a>	Mason	Michael Burton	0713 01 0007A 0713 01 0008A 0713 01 0009 0713 01 0010 0713 01 0011 0713 02 0092 0713 02 0093 0713 02 0095 0713 02 0096 0713 02 0097	7320 BRADDOCK RD, ANNANDALE VA 22003 7312 BRADDOCK RD, ANNANDALE VA 22003 7308 BRADDOCK RD, ANNANDALE VA 22003 7306 BRADDOCK RD, ANNANDALE VA 22003 7304 BRADDOCK RD, ANNANDALE VA 22003 7351 SHENANDOAH AVE, ANNANDALE VA 22003 7355 SHENANDOAH AVE, ANNANDALE VA 22003 5105 BLUE RIDGE AVE, ANNANDALE VA 22003 5109 BLUE RIDGE AVE, ANNANDALE VA 22003 7324	David S. Houston	Residential District, One Dwelling Unit/Acre (R-1)	The Ossian Hall Community Planning Sector contains stable residential neighborhoods. Infill development in these neighborhoods should be of a compatible use, type and intensity and in accordance with the guidance provided by the Policy Plan under Land Use Objectives 8 and 14.	Residential	The Nominator proposes that language be added to address the Property and its combination of parcels which reflect current market conditions and address the current housing crisis by providing language similar to Land Use Recommendation #2 of the Ossian Hall Community Planning Sector Plan. Such recommendation relates to land which is approximately one-half a mile from the Property and has identical circumstances. The SSPA nomination requests that the Comprehensive Plan provide for residential use at 4 to 5 dwelling units per acre. No site-specific recommendations address the Property currently, but the area is well suited for single-family residential dwelling types and affordable unit developments in alignment with the proposed density.	Complete
<a href="#">CPN22-MA-006</a>	Mason	Michael Burton	0592-011-0029A 0592-011-0030 0592-011-0031 0592-011-0032 0592-011-0033 0592-011-0034 0592-011-0035	3402 Gallows Road 3404 Gallows Road 3406 Gallows Road 3408 Gallows Road 7816 Libeau Lane 7818 Libeau Lane 7820 Libeau Lane	Madison Acquisitions, LLC, Attn: Russell Rosenberger or Andrew Rosenberger	1-2 DU/Acre	The Property is located in Sector A9 (Holmes Run Community Planning Sector) in the Annandale Planning District. No site specific guidance is provided for the Property. The land use recommendation for Sector A9 is "Infill development in these neighborhoods should be of compatible use, type and intensity and in accordance with the guidance by the Policy Plan under Land Use Objectives 8 and 14."	Residential	The Nominator proposes residential uses between 3-4 dwelling units per acre. In accordance with the attached Illustrative Concept Plan, the Madison seeks to build single family detached homes in accordance with a PDH-4 zone. Each home would have a two-car integral garage and the units are projected to contain approximately 3,000 to 4,000 square feet of above grade finished space.	Complete
<a href="#">CPN22-MA-007</a>	Mason	Michael Burton	1. 51-3 ((1)) 2 2. 51-3 ((1)) 3	1. 6326 Arlington Boulevard, Falls Church, VA 22044 2. 6320 Arlington Boulevard, Falls Church, VA 22044	Eakin Properties, Inc. by Sara V. Mariska, Attorney/Agent	Retail and other commercial uses	Baileys Planning District, Seven Corners Community Business Center, Land Unit H. A copy of the site specific Plan text has been included as a supplemental document.	MixedUse	The Nominator proposes an option to allow up to 450,000 square feet of residential mixed-use or up to 450 units in up to 8-story building(s).	Complete
<a href="#">CPN22-MA-008</a>	Mason	Michael Burton	72-1 ((1)) 23A	6500 Little River Turnpike, Alexandria, Virginia 22312	NRP Properties LLC (Lynne Strobel, Agent/Attorney)	Retail and other commercial uses	Base Plan: Retail and other commercial uses	Residential	The Nominator proposes to construct a mid-rise multi-family building with structured parking that contains up to 360 units. To accommodate this proposal, the Nominator proposes an option in the Plan text to allow for residential use up to a 3.0 FAR on the Property.	Complete

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<a href="#">CPN22-MV-001</a>	Mount Vernon	Aaron Klibaner	83-3 ((1)) 90 83-3 ((1)) 90B	6034 RICHMOND HWY ALEXANDRIA VA 22303 6036 RICHMOND HWY ALEXANDRIA VA 22303	Cityside Exchange LLC (Agent: Brian Winterhalter)	20+ DU/AC	Included in Supplemental Documents Section "The area south of Huntington Avenue and west of Richmond Highway is built out. Land Unit Q is designated for residential use at 35-40 dwelling units per acre, reflecting the build-out of the Montebello and Belle Haven Towers high-rise residential projects. The Berkshire townhouse developments which comprise Land Unit U have been built in conformance with the planned density of 8-12 dwelling units per acre."	Residential	The Nominator proposes residential development at 50-65 dwelling units per acre, provided the additional residential development above the baseline of 35-40 dwelling units per acre consists of committed long-term affordable dwelling units	Complete
<a href="#">CPN22-MV-002</a>	Mount Vernon	Aaron Klibaner	106-2 ((7)) 1 106-2 ((7)) 4 106-2 ((7)) 5 106-2 ((7)) 9A	8971 Ox Road	Lorton Valley Retail, LLC (Bernard S. Suchicital, agent)	Residential .5-1 du/ac	Planned for residential at .5-1 du/ac with option as a neighborhood shopping center up to 125k GFA, and no free-standing retail use.	Retail_Other Commercial	The Nominator proposes a plan amendment to permit free-standing retail structures.	Complete
<a href="#">CPN22-MV-003</a>	Mount Vernon	Aaron Klibaner	99-1 ((12)) 10 98-2 ((18)) 3 98-2 ((18)) 11B 99-1 ((12)) 15 98-2 ((18)) 12	7600 Boston Blvd, Springfield, VA 22153 7700 & 7702 Boston Blvd., Springfield, VA 22153 7601 Boston Blvd., Springfield, VA 22153 8001 Corporate Ct, Springfield, VA 22153 8000 Corporate Ct, Springfield, VA 22153	Jennifer L. Garcia (Agent)	Industrial	2017 Edition of the Comprehensive Plan, Area IV Volume as amended through November 9, 2021, I-95 Corridor Industrial Area, Land Unit C: This land unit, located west of Accotink Creek along both sides of Boston Boulevard, is planned for industrial use up to .50 FAR. The Virginia 95 Business Park occupies much of the land with low-rise buildings. Infill development should be of a compatible use and design with existing uses, and provide buffering to adjacent uses.	Residential	The Nominator proposes residential use: single-family attached, stacked two-over-two townhomes, low to mid-rise multifamily. Density range 20-25+ dwelling units per acre (du/ac).	Complete
<a href="#">CPN22-MV-004</a>	Mount Vernon	Aaron Klibaner	099-1 ((12)) 0024	7375 Boston Boulevard, Springfield, VA 22153	David S. Houston	Industrial	Industrial use up to 0.50 FAR (see site-specific guidance attached as a Supplemental Document)	Retail_Other Commercial	The Nominator proposes that the Property be considered for consolidation with the abutting Costco parcel (TM 099-1 ((12)) C) as part of the community serving retail recommendation option for Land Unit C in the I-95 Corridor Industrial Area of Comprehensive Plan that was first approved in 1990 in Plan Amendment Case No. S90-IV-S1. The Property would then be integrated into the existing retail center and used either for a members-only vehicle fueling facility or as a customer/member parking lot. Either use would not increase the overall FAR for the combined parcels. An existing underperforming office building containing 29,715 square feet of gross floor area on the Property would be removed.	Complete

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<a href="#">CPN22-MV-005</a>	Mount Vernon	Aaron Klibaner	1092 01 0013A	8850 Richmond Hwy, Alexandria, VA 22309	Evan Pritchard, agent/attorney for owner	Alternative Uses	Area IV, Richmond Highway Corridor Area, Suburban Neighborhood Areas. "3. Tax Map Parcels 109-2((1))15 and 13A at the intersection of Richmond Highway and Jeff Todd Way are planned for office, retail or hotel/conference center at an intensity up to 0.50 FAR. Development proposals should be consistent and compatible with those approved uses within the Woodlawn Historic Overlay District. The environmental quality corridor located in this area should be preserved as open space."	Residential	The Nominator proposes to add language allowing, as an alternative to office or hotel uses, multifamily residential uses up to 35 feet in height and approximately 30 units/acre.	Complete
<a href="#">CPN22-MV-006</a>	Mount Vernon	Aaron Klibaner	1. 101-2((1))64A 2. 101-2((1))66 3. 101-2((1))67 4. 101-2((1))65 5. 101-2((1))60 6. 101-2((1))60A 7. 101-2((1))61	1. 7927 Richmond Highway 2. 7925 Richmond Highway 3. 3119 Sherwood Hall Lane 4. Vacant 5. 3109 Kingland Road 6. 3111 Kingland Road 7. 3122 Douglas Street	West Ford Manor, LLC	Office use and residential use at 2 to 3 dwelling units per acre	The following language is for the general area of the properties. There is no specific Plan language for the subject properties. The area on the east side of Richmond Highway from Sherwood Hall Lane to Little Hunting Creek is located within the Gum Springs Community. Adequate measures to mitigate against undue environmental impact should be provided. Streams and flood plains with their existing vegetation located on the property should be preserved. Where past practices have degraded these streams, bioengineering approaches should be followed to restore them to more natural conditions and functions. A potential Bus Rapid Transit (BRT) Station is recommended to be located in the vicinity of this area. Refer to the introductory sections and Transportation section of the Richmond Highway Corridor Area Plan for more details.	Residential	The Nominator proposes to revise the land use designation to Residential at a density of 8 to 12 dwelling units per acre	Complete
<a href="#">CPN22-MV-007</a>	Mount Vernon	Aaron Klibaner	#1 0833 01 0091 #2 0833 01 0092	#1 6100 Richmond Highway, Alexandria, VA 22303 #2 6130 Richmond Highway, Alexandria, VA 22303	Mark M. Viani	Office	The property is included in Landbay C of the Penn Daw CBC, of the Richmond Highway Corridor Area (Area IV), which provides: Land Unit C This approximately 7-acre sub-unit includes the commercially-zoned lots fronting on the west side of Richmond Highway south of Belle Haven Towers between Richmond Highway and the Fairhaven neighborhood. Base Plan The sub-unit is planned for office use up to approximately 150,000 gross square feet and a maximum height of 50 feet. Buildings should be oriented toward Richmond Highway with parking in the rear. Substantial consolidation of lots, combined access points, and an efficient internal circulation pattern should be provided.	Residential	The Nominator proposes to redevelop the property with a high-quality multifamily residential development, with an internal structured parking facility an onsite amenities, including a dog park. The proposed development would have a maximum density of 400 units (approx 87.33 dus/ac), each unit at about 800nrsf, with a maximum building height of six stories.	Complete

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<a href="#">CPN22-MV-008</a>	Mount Vernon	David Stinson	1. 106-4((1))17 2. 106-4((1))18 3. 106-4((1))19 4. 106-4((1))27 5. 106-4((1))27A	1. 9300 Ox Road 2. 9304 Ox Road 3. 9224 Ox Road 4. vacant 5. vacant	L&F Laurel Hill Highlands, LLC	Residential. 2 to .5 dwelling units per acre	There is no site specific Comprehensive Plan recommendation for the nominated property.	Residential	The Nominator proposes to retain residential use recommendation but revise density recommendation to residential at 5 to 8 dwelling units per acre	Complete
<a href="#">CPN22-PR-001</a>	Providence	Steve Waller	0482 07330004 0482 07330005 0482 07330006 0482 07330011 0482 07330012 0482 07330013 0482 07330014	2910 Swanee Lane, Fairfax, VA 22031 2906 Swanee Lane, Fairfax, VA 22031 2904 Swanee Lane, Fairfax, VA 22031 2903 Swanee Lane, Fairfax, VA 22031 2905 Swanee Lane, Fairfax, VA 22031 2907 Swanee Lane, Fairfax, VA 22031 2911 Swanee Lane, Fairfax, VA 22031	James D. Clark	1-2 DU/AC	Current Comprehensive Plan Text Fairfax County Comprehensive Plan, 2017 Edition Vienna Planning District, Amended through 2-3-2021 VI-Lee Community Planning Sector 48 The current Comprehensive Plan does not contain specific recommendations for the nominated seven parcels (other than a generally density specification of 1-2 DU/acre). See page 44 of the Comprehensive Plan at paragraph 6.	Residential	The Nominator proposes residential development at 4-5 dwelling units per acre in order to facilitate and encourage the logical completion of Phase I of the Briarwood Trace Subdivision in the south-east quadrant of the Nutley/Route 66 Interchange. Plan language should permit the redevelopment of these lots as a group, or individually, if redevelopment of a single lot provides a logical extension of the existing PDH-5 area. Building setback requirements, minimum parcel assemblage size requirements, payment of proffers, and the like, should be reduced or waived to the extent practicable in order to expedite this redevelopment and in recognition of the extensive proffers already granted during the development of the Briarwood Trace Subdivision (e.g., extensive tree save areas and the construction and dedication of Briarwood Park).	Complete
<a href="#">CPN22-PR-002</a>	Providence	Steve Waller	1. 29-3 ((15)) 002 2. 29-3 ((15)) 3A 3. 29-3 ((15)) 3B 4. 29-3 ((15)) 3C1	1. 8251 & 8255 Greensboro Drive 2. 8281 Greensboro Drive 3. 8283 Greensboro Drive 4. 8285 Greensboro Drive	Zachary G. Williams	Transit Station Mixed Use	The Tysons Central 7 District, surrounding the Greensboro Metro station, has two subdistricts, separated by Leesburg Pike. The North Subdistrict is oriented towards Greensboro Drive and is envisioned to be a vibrant 24-hour mixed use center with a high concentration of office space. The overall percentage of office uses throughout all of the Transit Station Mixed Use areas should be approximately 65% office. The residential component should be on the order of 20% or more of the total development.	MixedUse	The Nominator proposes to amend the Comprehensive Plan language to increase flexibility in the land use mix for the Property to permit primarily residential uses, while still offering office, hotel and retail uses, given the continuously fluctuating office market resulting from the COVID-19 pandemic and other factors. This amendment seeks to further the mixed -use environment that has been successful in the submarket already. Additional residential development helps buoy retail traffic and office traffic creating a node that is attractive not only to work, but also to live. This nomination would create flexibility in the designated percentages for office use to be below 65% and residential use to exceed 60% to reflect current market trends.	Complete

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<a href="#">CPN22-PR-003</a>	Providence	Steve Waller	1) 29-4 ((6)) (1) 1A (Taylor site) 2) 30-3 ((28)) C3 (Lincoln site) 3) 30-3 ((28)) (2) 1 (Westgate site)	1) 7581 Colshire Dr., McLean, VA 22102 (Taylor site) 2) 1700 Old Meadow Rd, McLean, VA (Lincoln site) 3) Vacant Land, McLean, VA 22102 (Westgate site)	Taylor Colshire Meadow LLC - Antonio Calabrese, DLA Piper (Authorized Agent for Taylor); Lincoln 1700 Old Meadow Road LLC and Westgate 1600 Anderson Road LLC - Lynne Strobel, Walsh, Colucci, Lubeley & Walsh (Authorized Agent for Lincoln & Westgate)	The Taylor site is designated for office development within the Colshire Subdistrict (with one of the three entitled buildings on this site already approved for residential on the CDP). The Westgate site is located in the Anderson Subdistrict and is planned for mixed-use development as Transit Station Mixed Use ("TSMU"). The Lincoln site is located within the Old Meadow	Transit Station Mixed Use: These areas are generally located near the Metro stations. They are planned for a balanced mix of retail, office, arts/civic, hotel, and residential uses. The overall percentage of office uses throughout all of the Transit Station Mixed Use areas should be approximately 65%. This will help Tysons maintain a balance between land use and the necessary transportation infrastructure. Individual developments may have flexibility to build more than 65% office if other developments in the category are built or rezoned with a use mix that contains proportionately less office. The residential component should be on the order of 20% or more of the total development. It is anticipated that the land use mix will vary by TOD District or subdistrict. Some districts or subdistricts will have a concentration of offices and other areas will have a more residential character. - Fairfax Comprehensive Plan, 2017 Edition, Tysons Urban Center, Pages 22-24	Residential, Other	The Nominator does not propose any Comprehensive Plan changes. The Owners believe that the proposed use mix is in compliance with the recommendations of the Fairfax County Comprehensive Plan, but submit this Site-Specific Plan Amendment to ensure certainty in the evaluation process when applications are submitted. Additional information is provided in the statement of justification.	Complete
<a href="#">CPN22-PR-004</a>	Providence	Steve Waller	47-2 ((01)) 0058	3033 Chain Bridge Road	Mark Looney	Mixed Use	"The AT&T Corporate Office is the predominant use in this land unit and is almost completely developed. Further development on the AT&T site should be within the approved intensity and compatible with existing development on the site. Only existing access should be used and existing landscaping should be maintained and enhanced, where appropriate." (Fairfax Planning District, Flint Hill Suburban Center, Page 19)	MixedUse	The Nominator proposes to allow an appropriately-scaled mixed-use neighborhood destination, with opportunities for enhanced connectivity through the Property while preserving natural features along the perimeter of the Property. The Nomination envisions mid-rise multifamily residential, office and community-serving retail uses in the core area, with townhomes in the eastern and southern areas intended to provide transitional uses to surrounding uses. Residential uses would include market-rate, affordable, and/or senior housing uses, while the retail uses would target goods and services that surrounding residents and the remaining AT&T employees today must drive to drive to enjoy, including restaurants, food/grocery stores and service uses. AT&T may maintain a presence at the Property, albeit in a smaller footprint, making this mixed-use community ideal for telework or to support non-residential uses. The Nomination proposes up to seven stories.	Complete

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<a href="#">CPN22-PR-005</a>	Providence	Steve Waller	048-4 ((01)) 0001E 048-4 ((01)) 0001G	9300 Lee Highway, Fairfax, VA 22031 9302 Lee Highway, Fairfax, VA 22031	Jill S. Parks, Esq. (Huntton Andrews Kurth LLP)	1) Parcel 1E: 4-5 DU/AC, Mixed Uses, Private Open Space 2) Parcel 1G: 1-2 DU/AC, Mixed Uses, Private Open Space	See Appendix A to the SOJ for the full text of the Comprehensive Plan for the Vienna TSA. The Land Bay A recommendation is summarized below. Land Bay A Base Plan: This land unit is planned and approved for mixed use development to include multi-family residential units as well as office uses up to 0.50 FAR and ancillary uses, including, but not limited to, support retail and a day care center. Approximately 320-350 housing units are approved for development in the southwest corner of the land use and these should be provided. Additional multi-family residential units or a mix of multi-family and high density single-family attached units may be considered on the remaining underdeveloped portion of the land unit at an average of 20-30 dwelling units per acre built at a ratio converting approved office use to multi-family residential use of 1:1 (one office square foot for one residential square foot).	Residential	The nominator proposes two redevelopment options. Option 1: The existing office buildings and associated parking structure(s) may be converted and/or adaptively reused as senior housing or multi-family residential buildings, and ancillary uses. Once converted, such buildings may include up to 450 senior housing or multi-family residential units, as applicable, and up to 450,000 square feet. The existing parking structure(s) on Land Bay A may be repurposed or replaced with a multi-family residential building up to ten stories and with a maximum of 715 dwelling units and up to 715,000 square feet. Option 2: The existing office buildings and associated parking structure(s) may be replaced with multi-family residential building(s) that include up to 1,200,000 square feet of residential and ancillary uses and up to 1,200 dwelling units (at a maximum of 80 dwelling units per acre).	Complete
<a href="#">CPN22-PR-006</a>	Providence	Steve Waller	049 ((34)) 2929 A 049 ((34)) 2929 B 049 ((34)) 2929 C 049 ((34)) 2929 D 049 ((34)) 2929 E 049 ((34)) 2929 F 049 ((34)) 2929 G 049 ((34)) 2929 H 049 ((34)) 2929 I 049 ((34)) 2929 J 049 ((34)) 2929 K 049 ((34)) 2929 L 049 ((34)) 2929 M 049 ((34)) 2929 N 049 ((34)) 2929 O 049 ((34)) 2929 P 049 ((34)) 2929 Q 049 ((34)) 2929 R 049 ((34)) 2929 S 049 ((34)) 2929 T 049 ((34)) 2929 U 049 ((34)) 2931 A 049 ((34)) 2931 B 049 ((34)) 2931 C 049 ((34)) 2931 D 049 ((34)) 2931 E 049 ((34)) 2931 F	2929A Eskridge Road, Fairfax VA 22031 2929B Eskridge Road, Fairfax VA 22031 2929C Eskridge Road, Fairfax VA 22031 2929D Eskridge Road, Fairfax VA 22031 2929E Eskridge Road, Fairfax VA 22031 2929F Eskridge Road, Fairfax VA 22031 2929G Eskridge Road, Fairfax VA 22031 2929H Eskridge Road, Fairfax VA 22031 2929I Eskridge Road, Fairfax VA 22031 2929J Eskridge Road, Fairfax VA 22031 2929K Eskridge Road, Fairfax VA 22031 2929L Eskridge Road, Fairfax VA 22031 2929M Eskridge Road, Fairfax VA 22031 2929N Eskridge Road,	Steve Teets, Agent for the Alliance Center Condominium	Merrifield Commercial Revitalization Area, Merrifield Suburban Center Partially in the Core and Area Adjacent to the Core	FAIRFAX COUNTY COMPREHENSIVE PLAN, 2017 Edition Area I The Merrifield Suburban Center, Amended through 9-24-2019 Land Unit Recommendations for Sub-Unit F1 and F2 Option 2: As an alternative to the office and retail option, mixed-uses with residential use and/or hotel use may be appropriate up to 1.2 FAR, if the redevelopment creates a component of the envisioned Town Center. Development proposals should be in conformance with the Area-Wide Recommendations for alternative uses	MixedUse, Residential	The Nominator proposes an increase of FAR to 3.0 for Option # 2 in the Sub-Unit F1 and F2	Incomplete - Property Owner's Signatures

**2022-2023 Countywide SSPA Nominations Summary (as of 11/22/2022)**

Nomination Number	Supervisor District	DPD Planner	Parcel ID Number(s)	Parcel Address(es)	Nominator Name	Comprehensive Plan Map Designation	Comprehensive Plan Recommendation for Nominated Property	Proposed Land Use	Summary of Proposed Comprehensive Plan Change	Nomination Status
<a href="#">CPN22-PR-007</a>	Providence	Steve Waller	49-1 ((19)) A 49-1 ((19)) C 49-1 ((19)) D 49-1 ((19)) E2 49-1 ((19)) F1 49-1 ((19)) F2 49-1 ((19)) F3 49-1 ((19)) F4 49-1 ((19)) G 49-1 ((19)) H 49-1 ((19)) 1 49-1 ((19)) 2 49-1 ((19)) 3 49-1 ((19)) 4	2690 Prosperity Avenue 2700 Prosperity Avenue 2701 Prosperity Avenue 2710 Prosperity Avenue 2711 Prosperity Avenue 2720 Prosperity Avenue 2721 Prosperity Avenue 2730 Prosperity Avenue 2731 Prosperity Avenue 2740 Prosperity Avenue 2741 Prosperity Avenue 2750 Prosperity Avenue 2751 Prosperity Avenue	B9 Sequoia Prosperity Owner LLC (Bernard S. Suchicital, agent)	Office and Private Open Space	The Property is located within Land Unit D of the Merrifield Suburban Center of the Area I Plan. The Plan recommends development on the Property with approved uses and development intensities. Parcels 49-1 ((19)) A, C, E2, F1, F2, F3, F4, G, and H are located in Sub-Unit D1, and are planned for a mix of office and industrial uses at existing intensities, and private open space for the Long Branch stream valley. Parcels 49-1 ((19)) 1-4 are located in Sub-Unit D2, and are planned for a mix of office and industrial uses at existing intensities with two redevelopment options: Option 1 recommends office with support retail and service uses up to 0.85 floor area ratio ("FAR"); Option 2 recommends mixed use with a residential component or residential use with support retail and service uses up to a 1.35 FAR. The Merrifield Suburban Center Land Use Concept Map identifies the properties east of Prosperity Avenue as Adjacent to Core Area and properties west of Prosperity	MixedUse	The Nominator proposes to amend Merrifield Suburban Center Land Unit D to recommend a development option for residential mixed-use up to an intensity of 1.35 FAR exclusive of any affordable housing density, with a mix of mid-rise multifamily residential buildings with structured parking, residential townhomes, some ground floor neighborhood-serving retail space, an option to retain one existing building for office use, and up to approximately 12.87 acres of publicly accessible open space. The resultant development concept could provide up to 2,716,737 square feet of development at an intensity of up to 1.51 FAR, inclusive of bonus density.	Complete
<a href="#">CPN22-PR-008</a>	Providence	Steve Waller	49-2 ((1)) 39 49-2 ((1)) 40 49-2 ((1)) 48 49-2 ((1)) 53	2700 Pleasantdale Road, Vienna, VA 22180 2701 Livingstone Lane, Vienna, VA 22180 8130 Prescott Drive, Vienna, VA 22180 2740 Hartland Road, Vienna, VA 22180	Fairfax Merrifield Associates II L.L.C (Agent: Jennifer L. Garcia)	Residential, 16-20 dwelling units per acre (du/ac)	Base Plan: Residential at 16-20 du/ac Option: Mid and high-rise residential (6 stories and above) at 30-40 du/ac which should include retail and service uses. Additional area-wide and site-specific guidance included in supplemental attachment.	MixedUse	The Nominator proposes predominantly residential (stacked two-over-two townhomes, low to mid-rise multifamily, mid to high-rise multifamily), ancillary ground floor convenience retail, office, hotel. Maximum development intensity of 1.9 FAR.	Complete

**2022-2023 Countywide SSPA Nominations Summary (as of 11/22/2022)**

Nomination Number	Supervisor District	DPD Planner	Parcel ID Number(s)	Parcel Address(es)	Nominator Name	Comprehensive Plan Map Designation	Comprehensive Plan Recommendation for Nominated Property	Proposed Land Use	Summary of Proposed Comprehensive Plan Change	Nomination Status
<a href="#">CPN22-PR-009</a>	Providence	Steve Waller	#1 0492 09 0001B #2 0492 09 0001C #3 0492 09 0002 #4 0492 09 0002A #5 0492 09 0002B #6 0492 09 0003 #7 0492 09 0004 #8 0492 09 0005 #9 0492 09 0006	#1 7630 Lee Highway, Falls Church, VA 22042 #2 n/a #3 2828 Fallfax Drive, Falls Church, VA 22042 #4 n/a #5 n/a #6 2822 Fallfax Drive, Falls Church, VA 22042 #7 2820 Fallfax Drive, Falls Church, VA 22042 #8 2818 Fallfax Drive, Falls Church, VA 22042 #9 2816 Fallfax Drive, Falls Church, VA 22042	Mark M. Viani	#1 12-16 du/ac, Retail and other #2 Retail and other #3 Retail and other #4 Retail and other #5 Retail and other #6 Retail and other #7 Industrial #8 Industrial #9 8-12 du/ac, Retail and other	The property is located in the J8-Schreve-West Community Planning Sector of the Jefferson Planning District (Area I). Land use recommendation #1 provides: 1. The area fronting on Lee Highway, bounded by Hollywood Road and Hyson Lane is planned for various uses as follows: A. The parcels fronting Lee Highway, between Fallfax Drive and Hyson Lane and abutting commercially zoned parcels are planned for community-serving retail uses up to .35 FAR. B. In the northwest and northeast quadrants of the intersection of Lee Highway and Fallfax Drive, Parcels 49-2((1))97, 50-1((1))28 and 49-2((9))1A, 1B, 1C, 2, 2A, 2B and 3 are planned for neighborhood-serving retail uses up to .25 FAR. Adjacent parcels to the north, Parcels 49-2((9))4, 5, 6 and 50-1((1))26, are planned for light industrial uses up to .30 FAR. A substantial screened buffer should be provided along the northern boundary of the area planned for light industrial uses	MixedUse	The Nominator proposes to redevelop the property with a mixed-use high-quality multifamily residential development, with internal parking garage, onsite amenities, as well as first floor commercial units along Lee Highway and significant amount of open space/natural area. Leveraging its proximity to the bus/transit lines and depth/size of the subject property, this proposal will replace aging structures with attractive new development, that includes robust green space and modern stormwater management controls. The maximum proposed density is reflected on the plan and building height will vary between 4 -6 stories (mostly 5), to be compatible with surrounding uses.	Complete
<a href="#">CPN22-SP-001</a>	Springfield	Michael Lynskey	1. 45-4 ((21)) A1 2. 55-2 ((1)) 6A 3. 55-2 ((1)) 8A2 4. 55-2 ((4)) 12 5. 55-2 ((4)) 16 6. 55-2 ((4)) 19 7. 55-2 ((5)) A1 8. 55-2 ((5)) B 9. 55-2 ((5)) D4	1. N/A 2. N/A 3. N/A 4. 13011 Fair Lakes Shopping Center, Fairfax VA 22033 5. N/A 6. 12977 Fair Lakes Shopping Center, Fairfax VA 22033 7. 12701 Shoppes Lane, Fairfax VA 22033 8. 12735 Shoppes Lane, Fairfax VA 22033 9. N/A	Peterson Companies By: Andrew A. Painter, Attorney/Agent	Residential use, 1-2 Dwelling Units/Acre	The Property is within the Fairfax Center Area. Current recommendations are included as supplemental documentation.	Other	The Nominator proposes a purely textual change to the existing recommendations to remove the recommendation that existing, approved density be utilized with specific maximums according to use type. The Nominator does not propose to change the amount of density, nor the recommended uses. Please see the attached Statement of Justification for additional information.	Incomplete - Illustrative Concept Plan
<a href="#">CPN22-SP-002</a>	Springfield	Michael Lynskey	1. Parcel Identification Number: 0571 01 0010 (Owned by The Peterson Companies) 2. Parcel Identification Number: 0562 01 0074B (Owned by The Peterson Companies) 3. Parcel Identification Number: 0571 01 0023 (Owned by Inova, consent attached)	1. 3949 PENDER DR, FAIRFAX VA 22030 2. 11208 WAPLES MILL RD, FAIRFAX VA 22030 3. 11204 WAPLES MILL RD, FAIRFAX VA 22030	The Peterson Companies (Contact: Adam Cook)	Office	Existing Plan: See attached Baseline: Office use up to .25 FAR Overlay: Office use up to .50 FAR SEE ATTACHED	MixedUse	The Nominator proposes mixed use development (Residential, Office, and Retail) Estimated FAR: 1.2 Estimated Unit Count: 750-900 units Estimated Office GSF: 60,000 - 120,000 GSF Parking: Mix of structured and surface parking Estimated Building Heights: 5-6 stories	Complete

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<a href="#">CPN22-SP-003</a>	Springfield	Michael Lynskey	46-4 ((1)) 15B 56-2 ((1)) 15C 56-2 ((1)) 15D	Parcel 15B: 3877 Fairfax Ridge Road, Fairfax, VA 22030 Parcels 15C and 15D: 11225 Waples Mill Road, Fairfax, VA 22030	High Ridge TEI Equities, LLC (Lynne Strobel, Agent/Attorney)	Office	Base Plan: Office up to a 0.25 FAR Overlay: Office up to a 0.50 FAR	Residential	The Nominator proposes an option to the current Plan text to allow for residential use up to a 1.50 FAR on the Property. A phased development with up to 400 units in two multi-family residential buildings is proposed.	Complete
<a href="#">CPN22-SP-004</a>	Springfield	Michael Lynskey	055-2 ((01)) 0009A	12701 Fair Lakes Circle, Fairfax, VA 22033	Plaza Fairfax Office, LLC (Agent: DLA Piper LLP (US))	1-2 DU/AC	Baseline: Residential use at 1 dwelling unit per acre Overlay: Office mixed use up to .25 FAR. Refer to Plan text for recommendations on options. Land uses for the following Development Options above an intensity of 0.25 FAR should be apportioned as follows: • Up to an additional 230,000 SF of office and/or hotel use; • Up to an additional 140,000 SF of retail use; and/or • Up to an additional 700,000 SF of residential use. As an option at the overlay level, the redevelopment of the surface parking lot associated with Tax Map 55-2((1))9A may be appropriate for up to 100,000 SF of hotel or office uses	Residential	The Nominator proposes to update the land use recommendations for the site and Land Bay E1 to allow for the reallocation and use of its 213,000 SF of entitled office development, the use of the noted 30,000 square feet under the Plan combined with a modest additional 11,000 square feet to achieve an attractive residential development at a prime and appropriate location within the attractive Fair Lakes mixed-use community.	Complete
<a href="#">CPN22-SP-005</a>	Springfield	Michael Lynskey	046-3 ((08)) 0016A	12001 Lee Jackson Memorial Highway	Oaks Associates Limited Partnership (Agent: DLA Piper LLP (US))	Mixed Uses	The remainder of the sub-unit is planned at the overlay level for retail, hotel and office uses up to an intensity of .65 FAR overall	MixedUse	The Nominator proposes a redevelopment option for residential, retail, hotel and office use up to a 1.5 FAR	Ineligible (Area subject to pending study)
<a href="#">CPN22-SP-006</a>	Springfield	Michael Lynskey	055-2 ((1)) 6B 055-2 ((1)) 11A1 055-2 ((1)) 11B1	12500 Fair Lakes Circle Fairfax, VA 22033 12600 Fair Lakes Circle Fairfax, VA 22033 12700 Fair Lakes Circle Fairfax, VA 22033	Rock Creek Property Group, LLC (Agent: Brian Winterhalter of DLA Piper LLP (US))	1-2 DU/AC	Sub-unit E1 Baseline: Residential use at 1 dwelling unit per acre Overlay: Office mixed use up to .25 FAR. Refer to Plan text for recommendations on options. Land uses for the following Development Options above an intensity of 0.25 FAR should be apportioned as follows: • Up to an additional 230,000 SF of office and/or hotel use; • Up to an additional 140,000 SF of retail use; and/or • Up to an additional 700,000 SF of residential use.	Residential	The Nominator proposes, separately and in addition to the intensity under the adopted plan's development options, as an option at the overlay level, Tax Map Parcels 55-2((1))6B, 11A1 and 11B1 are appropriate for residential uses in either of the following development options: Option 1 – up to 815,000 square feet of single-family attached dwelling units, or Option 2 – up to 1,100,000 square feet of single-family attached and multi-family dwelling units	Complete
<a href="#">CPN22-SP-007</a>	Springfield	Michael Lynskey	1. 67-1 ((1)) 62 2. 67-1 ((1)) 63	1. 12325 Braddock Road, Fairfax, VA 22030 2. 12329 Braddock Road, Fairfax, VA 22030	CRA MAC Holdings, LLC by Sara V. Mariska, Attorney/Agent	.1-2 dwelling units per acre; Private Open Space	.1-2 dwelling units per acre; Private Open Space; Also within Lincoln-Lewis-Vannoy Conservation Area	Other	The Nominator proposes to preserve RPA and allow a garden center outside the limits of the RPA.	Complete
<a href="#">CPN22-SU-001</a>	Sully	Michael Burton	34-4 ((12)) C7	3870 Centerview Drive	Mike Van Atta	Mixed Uses	Campus-style office and industrial/flex use up to a maximum FAR of .35 to be compatible with existing development (see attached excerpt).	MixedUse, Residential, Other	The Nominator proposes, as an option, that Parcel 34-4 ((4)) 12 C7 may be developed with independent living use, continuing care facility use, and/or other senior living uses to include up to 250 senior living apartment units and supportive amenities and services, which may include but not be limited to an adult day care center. The senior living apartment units should be made affordable such that all of the units are reserved at 60% AMI or lower. Please see attached narrative for more information.	Complete

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<a href="#">CPN22-SU-002</a>	Sully	Michael Burton	33-2 ((1)) 1	No address	Mike Van Atta	Mixed Uses	High-quality campus-style office and industrial/flex use up to a maximum of .35 FAR, consistent with the type and character of development established in adjoining land units. See attached excerpt.	Industrial	The Nominator proposes, as an alternative, that Tax Map Parcel # 33-2 ((1)) 1 may be developed with warehouse, distribution, vehicle parking, or other similar industrial uses at a maximum intensity of .35 FAR provided the limits of disturbance do not extend into the RPA or floodplain. See attached narrative for more information.	Complete
<a href="#">CPN22-SU-003</a>	Sully	Michael Burton	24-4 ((1)) 6C1	N/A	Potomac Land Group III, LLC by Sara V. Mariska, Attorney/Agent	Office	Area III, Dulles Suburban Center, Land Unit D-3. Planned for campus-style office uses from 0.50 to 1.0 FAR. Option for mixed-use up to 0.70 FAR. Full site-specific recommendations are included as a Supplemental Document.	MixedUse	The Nominator proposes a mix of townhouse, live/work, and commercial uses. Nominator proposes up to 29,000 square feet of commercial use and approximately 50 townhouses and 4 live/work units.	Complete
<a href="#">CPN22-SU-004</a>	Sully	Michael Burton	44-1 ((1)) 2C	14600 Willard Road, Chantilly, VA 20151	Thos. Somerville Co. (Authorized Agent: DLA Piper LLP)	Comprehensive Plan Base: Industrial, Private Open Space	1. Land Unit H is planned for industrial, research and development, and industrial/flex uses at an intensity up to a maximum of .35 FAR. (Additional text in supplemental documents section)	Office,Retail, OtherCommercial,Other	The Nominator proposes to allow the development of this vacant Property with a high-quality, coordinated corner of service uses. More specifically, the Nominator seeks to establish uses that may include, but are not limited to, office, medical office, gas station and associated commercial uses, and drive-through restaurant. Importantly, the Nominator does not seek to amend the recommended .35 FAR on the site.	Complete
<a href="#">CPN22-SU-005</a>	Sully	Michael Burton	43-2((2))39C	4850 Stonecroft Blvd., Chantilly, VA 20151	Scott Adams, McGuireWoods LLP	Mixed Use	Land Unit J, Dulles Suburban Center Land Unit J is planned at the baseline and approved for office, conference center/hotel, industrial/flex and industrial use at an average of .50 FAR except as noted in the options that follow. Note that the options that follow are for the residential and retail options in the land bay. Full plan language is attached as a supporting document.	Office	The nominator proposes to increase the maximum FAR up to 0.69 to allow for an additional office building and parking structure.	Complete
<a href="#">CPN22-SU-006</a>	Sully	Michael Burton	54-4 ((4)) 4	N/A - Vacant	Eastwood Properties, Inc. (Lynne Strobel, Agent/Attorney)	Residential	1-3 dwelling units per acre. Density above one dwelling unit per acre is contingent upon consolidation with properties under the redevelopment option for Centreville Farms Land Unit F. The property is part of the Centreville Historic Overlay District and is subject to its requirements.	Residential	The Nominator proposes an option to permit a planned density of 2-3 dwelling units per acre on the Property without the requirement of consolidation.	Complete
<a href="#">CPN22-SU-007</a>	Sully	Michael Burton	55-3 ((03)) 14	13309 Route 29, Centreville, VA	Aaron Frank	2-3 du/ac	This sub-unit is planned for single-family residential use at 3 dwelling units per acre at the overlay level. Visual buffering should be provided in any development plan for parcels fronting on Lee Highway. Existing spot commercially-zoned parcels along Lee Highway should not be expanded or intensified. Redevelopment to uses which are more compatible to the adjacent planned residential areas should be encouraged.	Residential	The Nominator proposes townhouse development at approximately 11du/ac.	Complete

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<a href="#">CPN22-SU-008</a>	Sully	Michael Burton	1. 35-4 ((1)) 11A 2. 35-4 ((1)) 12A 3. 35-4 ((1)) 13 4. 35-4 ((2)) 24A 5. 35-4 ((2)) 29A 6. 35-4 ((2)) 30A1	1. 3155 West Ox Road, Herndon, VA 20171 2. N/A 3. 3205 West Ox Road, Herndon, VA 20171 4. 3152 Southfield Drive, Herndon, VA 20171 5. 3143 West Ox Road, Herndon, VA 20171 6. N/A	3155 W Ox, LLC by Sara V. Mariska, Attorney/Agent	1. 35-4 ((1)) 11A Retail and Other 2. 35-4 ((1)) 12A 0.5 - 1 dwelling unit/acre 3. 35-4 ((1)) 13 - 0.5 - 1 dwelling unit/acre 4. 35-4 ((2)) 24A - 0.5 - 1 dwelling unit/acre 5. 35-4 ((2)) 29A - 0.5 - 1 dwelling unit/acre 6. 35-4 ((2)) 30A1 - 0.5 - 1 dwelling unit/acre	Area III, Upper Potomac Planning District, West Ox Community Planning Sector (UP7), no site specific plan text.	Residential	The Nominator proposes an option for up to 2 dwelling units/acre.	Complete
<a href="#">CPN22-SU-009</a>	Sully	Michael Burton	0463 01 0014A 0463 01 0014B2	12306 LEE JACKSON MEMORIAL HWY, FAIRFAX VA 22033 12310 LEE JACKSON MEMORIAL HWY, FAIRFAX VA 22033	David S. Houston	2-3 DU/AC	Low intensity office, service station, community-oriented retail. Tax Map Parcel 46-3((1))14A contains an existing service station, a community-oriented retail use. Modernization and/or reconstruction of this service station may occur on Parcel 14A and Tax Map Parcel 46-3((1))14B2 between Parcel 14A and Fair Ridge Drive provided that the existing amount of gross floor area is not increased and at least four service bays are retained. A mini-mart and/or car wash could also be included, as long as the entire complex does not exceed the existing gross floor area.	MixedUse	The Nominator proposes mixed-use development given the Property's proximity to other mixed-use development and community-serving retail. The Property borders Lee Jackson Memorial Highway and is positioned well for greater intensity of development. The current land use recommendations have proven to be too restrictive and borderline prohibitive of any other uses beyond the existing service station, which may not have been the original intention. The restrictive veil the language places on the Property will likely impede redevelopment for years to come if the current recommendation remains in place. With more flexible recommendations in place, the Property could develop under a range of scenarios and uses. Assuming changes to the land use recommendations are made, the Applicant proposes a multi-story multifamily building with 100 dwelling units, and 14,500 SF of ancillary retail serving the residents and nearby workforce.	Complete
<a href="#">CPN22-SU-010</a>	Sully	Michael Burton	1) 024-4 ((01)) 0006F 2) 024-4 ((01)) 0006E	3078 Centreville Road, Herndon, VA 20171	David Gill	Office use	This land unit is planned and approved for high-quality, campus-style office uses in the range of an intensity of .50 to 1.0 FAR to promote development that is compatible with similar existing and approved development in this area.	Residential	The Nominator proposes a. Residential use, with a mix of townhouses, and stacked townhouses. b. 177 total units (93 townhouse, 84 stacked) c. Approximately 17 dwelling units/acre i. R-20 Zoning District proposed d. 37% open space proposed i. 31% required e. Centrally located open space f. 461 parking stalls i. 93 x 2.7 = 251 ii. 84 x 2.3 = 193 iii. 251 + 193 = 444 (REQUIRED) iv. Rear alley-loaded garages v. Each townhouse has 2 garage stalls, no driveway stalls vi. Each stacked townhouse has 1 garage stall, 1 driveway stall vii. On-street visitor parking	Complete

ACTION – 7

Adoption of Proposed Amendments to the Fairfax County Statement of Policy  
Regarding Sewage Disposal

ISSUE:

Board adoption of proposed amendments to the Fairfax County Statement of Policy Regarding Sewage Disposal to revise requirements for reimbursing developers for enlarged sewage facilities and general housekeeping updates to the existing policy, which was adopted by the Board of Supervisors on June 16, 1980, and amended through February 2, 2016.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed amendments.

TIMING:

Board action is requested on December 6, 2022, to implement the new policy.

BACKGROUND:

The County's current policy for reimbursing developers for enlarging sewage facilities to serve future growth is outdated and has not been used by the development community for over 20 years. Staff proposed revising the policy at the Board of Supervisors Land Use Committee meeting on May 17, 2022. Per the Board's direction, staff solicited the development community's feedback on the proposed policy at various meetings. The development community supports updating the reimbursement policy. On November 3, 2022, County staff also provided a Not in Package (NIP) to the Board in advance of this Action Item. The NIP outlined the reimbursement policy background and addressed Board directions from the May 2022 Land Use Committee for policy change implementation.

The proposed policy recommends reimbursing developers for the cost of constructing an enlarged sewage facility based on the County's share of existing and future wastewater flow. Future flows are based on buildout described in the Comprehensive plan. The developers will be responsible for the cost that is equal to the proportional share of the enlarged facility that conveys flow exclusively from their development. Reimbursement is contingent upon execution of an agreement with the County, and any project for which a land disturbance permit has not yet been issued as of the date the Board adopts the new policy will be eligible for reimbursement.

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By applying the above eligibility criteria, staff estimates that the County's pro-rata share of costs for eligible projects in FY 2023 and FY 2024 will be \$22.5 million or less. This estimated amount would be paid out over several fiscal years, because potentially eligible projects are in various stages of plan review and approval and reimbursement will not be issued until construction milestones are met. To account for the proposed policy, staff anticipates recommending an additional increase of \$0.20 per month on an average sewer bill for residential customers and an additional increase in Availability Charges of \$182 for single-family homes and \$146 for townhomes and multi-family homes. The Availability Charge is a one-time fee paid by developers for connecting to the sanitary sewer system. It should be noted that these increases would be effective in FY 2024. County staff also projects that two new positions will be needed to implement the proposed policy. Consideration of these positions will be either requested as part of the FY 2024 Advertised Budget Plan or deferred until FY 2025.

The proposed rate increases for funding the reimbursement policy will be in addition to the annual forecasted rate adjustments for FY 2024 through FY 2028 and would be effective in FY 2024. After the revised policy is implemented, staff will continue to re-evaluate rate adjustments and the impact of this policy annually with its financial advisors as part of the overall financial and capital review of the sewer system. Staff will report to the Board annually in the spring of each year on financial impacts as part of the regular budget cycle.

Among the significant housekeeping updates, Section B of the existing policy regarding Development Areas was deleted, as it no longer applies to the status of the County as an urban community. Also, in Section B, the County's 400-foot rule for extension of public sewer beyond the approved Sewer Service Area was clarified.

EQUITY IMPACT:

No adverse equity impact. The revised policy expands the County's ability to facilitate community and economic development as envisioned by the County's Comprehensive Plan by expanding the reimbursement paid to private development by the County. Although this new policy does necessitate a sewer rate increase and an increase to the availability charge to fund the expanded reimbursement, the increases above existing rates are small as a percentage of current rates. By cost sharing with private developers, all current users benefit from improved sanitary sewer infrastructure that reduces the potential for sewage release into the environment, and all rate payers benefit from reduced sewer maintenance and replacement costs. Without this policy, the cost to upsize sewer facilities as required by current County Code could disproportionately impact smaller development projects.

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December 6, 2022

FISCAL IMPACT:

The proposed policy updates are projected to allow enlargement of public sewage facilities, with approximately \$11.25 million per year of public investment needed for enlarging the County's sewage facilities to serve future growth per the County's Comprehensive Plan. For FY 2024, staff estimates that \$22.5 million will cover reimbursements for both FY 2023 and FY 2024. This estimated amount would be paid out over several fiscal years, because potentially eligible projects are in various stages of plan review and approval and reimbursement will not be issued until construction milestones are met. The funds for this reimbursement will be generated by increasing the Sewer Service Charge and the Availability Charge. The Sewer Service Charge increase will increase the sewer bill for an average customer by \$0.20 per month. The Availability Charge increase will increase the Availability Charge for single-family units by \$182 and townhomes and multi-family units by \$146. The Availability Charge is a one-time charge paid at the time a unit is being connected to the sewer system. County staff also projects that two new positions will be needed to implement the proposed policy. Consideration of these positions will be either requested as part of the FY 2024 Advertised Budget Plan or deferred until FY 2025.

ENCLOSED DOCUMENTS:

Attachment 1 – Department of Public Works and Environmental Services, Fairfax County, Virginia, Statement of Policy Regarding Sewage Disposal – Clean version  
Attachment 2 – Department of Public Works and Environmental Services, Fairfax County, Virginia, Statement of Policy Regarding Sewage Disposal – Redline version

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DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
FAIRFAX COUNTY, VIRGINIA

STATEMENT OF POLICY REGARDING SEWAGE DISPOSAL

Adopted by the Board of Supervisors June 16, 1980

Revised February 2, 1981

Revised April 30, 2001

Revised June 17, 2002

Revised September 12, 2005

Revised February 2, 2016

Revised December 6, 2022

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## SECTION A – GENERAL

A-1 The Fairfax County Integrated Sewage System (ISS) is operated and maintained by the Department of Public Works and Environmental Services (DPWES), to provide public sewer service to areas designated by the Fairfax County Board of Supervisors (Board) as the Approved Sewer Service Area (ASSA) in accordance with the adopted [Fairfax County Comprehensive Plan](#).

A-2 The ASSA boundary includes the immediately adjacent area which can be served by the smallest allowable gravity lines installed in accord with normal engineering practices that will result in the safest and most cost-effective operation. No extension of a gravity sewer line across the ASSA boundary may exceed a distance of 400 feet beyond the boundary nor have a manhole depth of more than 12 feet, unless approved by the Board. This is referred to as the “400-foot rule.” However, the 400-foot rule does not apply to those areas excluded from the ASSA by the Board.

A lot is eligible to be served by the public sewer system if (1) it is entirely or partially located within 400 feet of the ASSA or has a lot line touching the 400-foot boundary line and (2) is capable of being served by a gravity sewer lateral. For structures served by a gravity sewer lateral, an ejector pump may be used to pump sewage from one basement level in the structure to the gravity-flow lateral line, provided that the other floor(s) of the structure are served by the gravity-flow lateral line and the ejector pump is used to pump the sewage to such gravity-flow lateral line.

Under specified circumstances described below, an exception may be made to allow the use of a sewage pump when gravity lines cannot be used, if a lot meets all other 400-foot rule requirements. In such extensions of sewer lines across the drainage divide of the ASSA, owners may be allowed to pump the sewage generated by an existing structure, even in those areas where the Board has determined that the 400-foot rule does not apply, if all of the requirements set forth in either Paragraph 1 (subparagraphs 1(a) through 1(l) below) or Paragraph 2 (subparagraphs 2(a) through 2(q) below) are satisfied:

### PARAGRAPH 1 REQUIREMENTS:

- 1(a) the applicable lot must already have an existing residential structure served by an onsite sewage disposal system;
- 1(b) the residence on the applicable lot must have been used for human habitation for more than 75% of the time during the three years immediately preceding the request for the sewer line extension;
- 1(c) the onsite sewage disposal system serving that residence must have been approved by the Fairfax County Health Department (FCHD) in accordance with all requirements set forth in the statutes, ordinances, and regulations of the Commonwealth of Virginia and/or Fairfax County;
- 1(d) the FCHD must have concluded that the onsite sewage disposal system on the applicable lot is failing, constitutes a health hazard, and cannot reasonably be repaired or replaced;
- 1(e) the FCHD, in consultation with DPWES, must have determined that, other than a

connection to the public sewer with the use of a sewage pump, there is no reasonable alternative method of sewage disposal available to the residence with the failing onsite sewage disposal system;

- 1(f) the applicable lot cannot be located more than 400 feet from the boundary of the existing ASSA;
- 1(g) the lateral of the applicable residence cannot extend more than 300 feet from the connection to the public sewer;
- 1(h) the lateral and the sewage pump must be owned, maintained by, and remain the sole responsibility of the owner of the lot proposed to be served by such lateral and pump;
- 1(i) the applicable sewage pump must be located on the applicable lot;
- 1(j) the costs of extending a County sewer line to the applicable lot, including the cost of installing the sewage pump, laterals, and any other appurtenant devices, are the sole responsibility of the property owner;
- 1(k) the extension of a County sewer line, any laterals, and all appurtenant devices necessary to provide sewer service to the residence must be built and/or installed by the property owner in accordance with all of the applicable requirements of DPWES, the Fairfax County Department of Land Development Services (LDS), and the FCHD; and
- 1(l) the extension of a County sewer line must be dedicated to and accepted by the County for ownership and maintenance.

PARAGRAPH 2 REQUIREMENTS (as it relates to public road projects):

- 2(a) the applicable lot must have been developed with an existing residential structure served by an onsite sewage disposal system;
- 2(b) the residence on the applicable lot must have been used for human habitation for more than 75% of the time during the three years immediately preceding the request for the sewer line extension;
- 2(c) the onsite sewage disposal system serving that residence must have been approved by FCHD in accordance with all requirements set forth in the statutes, ordinances, and regulations of the Commonwealth of Virginia and/or the County;
- 2(d) the Virginia Department of Transportation (VDOT) and/or the Board must have concluded that a portion of the applicable lot is needed for the construction of a public road project and must be acquired by eminent domain or other means for use in that public road project;
- 2(e) the acquisition by eminent domain or other means by VDOT and/or the Board of a portion of the applicable lot and the construction of the public road project will

result in the incapacitation of the onsite sewage disposal system serving the residence on that lot;

- 2(f) the FCHD must have determined that the residence on the applicable lot at the time a portion of the lot is acquired by VDOT and/or the Board could no longer be served by the existing onsite sewage disposal system and that the incapacitation of the existing onsite sewage disposal system could not reasonably be repaired or replaced on the remaining portion of the applicable lot;
- 2(g) the provision of sanitary sewer to the impacted lot cannot and will not be used for the purpose of constructing any additional residences on that lot;
- 2(h) the FCHD, in consultation with DPWES, must have determined that, other than a connection to the public sewer with the use of a sewage pump, there is no reasonable alternative method of sewage disposal available to the residence with the incapacitated onsite sewage disposal system by the public road project;
- 2(i) the applicable lot to be served by the proposed sewer line cannot be located more than 400 feet from the boundary of the ASSA;
- 2(j) the lateral to be used by the applicable lot cannot extend more than 300 feet from the connection to the public sewer;
- 2(k) the lateral and sewage pump to be used by the applicable residence must be owned, maintained by, and remain the sole responsibility of the owner of the lot proposed to be served by such lateral and pump;
- 2(l) the applicable sewage pump must be located on the applicable lot;
- 2(m) the cost of extending the County sewer line to the applicable lot, including the cost of installing the sewage pump, laterals, and any other appurtenant devices, are the sole responsibility of the property owner, unless the County is solely responsible for designing, funding, and constructing the public road project that caused the incapacitation of the onsite sewage disposal system on such lot;
- 2(n) the extension of the County sewer line, any laterals and all appurtenant devices necessary to provide sewer service to the applicable residence must be built and/or installed by or on behalf of the property owner in accordance with all of the applicable requirements of DPWES, LDS, and FCHD;
- 2(o) the extension of a County sewer line must be dedicated to and accepted by the County for ownership and maintenance;
- 2(p) if a VDOT public road project, then a lot that satisfies all of the foregoing Paragraph 2 requirements will be allowed to connect to the public sewer before the actual incapacitation of the onsite sewage disposal system on that lot when VDOT certifies in writing to DPWES that the Commonwealth Transportation Board has taken formal action to award a construction contract for the work that is anticipated to incapacitate that system; and

- 2(q) if a County road project, then a parcel that satisfies all of the foregoing applicable Paragraph 2 requirements (2(a) through 2(p)) will be allowed to connect to the public sewer before the actual incapacitation of the onsite sewage disposal system on that parcel if the DPWES certifies in writing to the Board that there is full funding for the public road project that will incapacitate that system.

A-3 Developers desiring sewerage service must apply to LDS and agree to perform all construction in accordance with plans and specifications approved by LDS and in accordance with all current standards of design and construction.

A-4 When required by DPWES, developers must provide enlarged sewage facilities to serve the area to be developed or redeveloped and upstream and downstream areas from the proposed development in accordance with general plans promulgated from time to time. Before construction of such enlarged sewage facilities, the developer may enter into an agreement with the County that provides partial reimbursement of the developer's costs, as set forth in Section D-2.

A-5 Betterments:

A-5.1 Developers are solely responsible for the cost of relocating existing sewage facilities to accommodate their development. If the relocated sewage facilities must also be enlarged to accommodate future sewage flows, the developers are eligible to enter into an agreement with the County for partial reimbursement, as set forth in Section D-2.

A-5.2 If developers must provide new sewage facilities to serve their development and these facilities will not convey sewage flows from existing customers but are sized beyond the developers' needs in order to accommodate future flows, then the developers are eligible to enter into an agreement with the County for partial reimbursement, as set forth in Section D-2.

A-6 All sewage facilities constructed by developers must be at their sole cost, be a minimum of 8 inches inside diameter, and be constructed in public rights-of-way or upon private land with recorded perpetual easements that provide free, unobstructed, uninterrupted rights-of-way with provisions for ingress and egress for inspection, operation, maintenance, enlargement, replacement, alteration, and extension of the sewage facility.

SECTION -B - POLICY REGARDING DEVELOPED COMMUNITIES

B-1 Existing developed communities that are not served by public sewage facilities may receive funding for these facilities by one or more of the following methods:

B-1.1 Sewer Revenue Bonds issued by the County based upon engineering and financial feasibility reports.

B-1.2 Fund Advancement by the community and/or individuals upon execution of agreement and deposit of sufficient funds to construct the facilities.

B-1.3 Extension and Improvement (E&I) Funds. After all requirements of the County's ISS have been met (i.e., operation and maintenance, debt service and required reserve),

funds may be budgeted for construction of extensions provided (a) the project is justifiable for the health and welfare of the area; (b) the finances of the ISS are such as to warrant the necessary expenditures; (c) at least one-half of the potential users of the facilities agree to connect to the ISS immediately upon completion of the facility, and to pay in cash in advance, the applicable availability charges.

B-1.4 County General Fund Contributions. If the purpose of the project is to abate a public health hazard, the General Fund of the County may, to the extent that the financial condition of the General Fund permits, contribute to the capital cost of such project in amounts up to a fraction thereof, the numerator of which being the number of potential users contributing to the public health hazard and the denominator of which being the total potential users of the project.

B-2 All properties within an E&I project area will be evaluated by FCHD's Division of Environmental Health and assigned into one of the following classes which are used in establishing the priority rating of a project.

Class-I - Properties in this class are presently served by onsite sewage disposal systems that are malfunctioning and creating an immediate hazard to the community.

Class-II - Properties in this class are served by onsite sewage disposal systems that have a history of problems, occasionally malfunction, are installed in poor soil conditions, or are otherwise not expected to function satisfactorily for any length of time. Sand filter systems are also included in this class since they do discharge effluent into streams and must be abandoned when public sewer is made available. Properties in this class are a potential hazard to the community.

Class III - Properties in this class are served by pit privies and pose no serious hazard to the community if maintained properly. However, these properties cannot be improved to accommodate disposal of water-carried human waste without the availability of public sewer.

B-3 All E&I projects will be installed in order of their priority rating. The Division of Environmental Health assigns preliminary priorities based on potential health hazards. These priorities are then reviewed jointly with DPWES, and adjustments are made taking into consideration the economic feasibility of the preliminary list.

## SECTION -C - POLICY REGARDING REVENUES AND CHARGES

C-1 The ISS is organized and must operate on a basis designed to raise sufficient revenue to pay all costs and provide all appropriate reserves.

C-2 Sources of revenue of the County's ISS are (1) Availability Charges; (2) Connection Charges; (3) Lateral Spur Charges; (4) Service Charges; (5) Base Charges; and (6) Account Charges.

C-2.1 Availability Charge is a one-time charge collected from all users prior to connection to the system to cover in part the user's proportional share of the cost of facilities beyond the sewer lines with 8-inch inside diameter. Such facilities include sewer lines with greater than 8-inch inside diameter, pumping stations, force mains and treatment facilities.

C-2.1.1 The fundamental principle in determining the Availability Charge is: The needed total annual revenue requirements of the ISS collected from users and non-users (or by users and owners of properties) for whose use, need and benefit the sewage facilities are provided, in an amount that approximates the proportional cost of providing the use and the benefit of the sewerage facilities.

C-2.1.2 Availability Charge revenues may be used for construction of new capital facilities to the extent such facilities will benefit new subscribers to the system (new customers). Availability Charge revenues will not be used for improvements to the extent such improvements will only benefit existing customers of the system. Availability Charge revenues may be used to meet the cost of remedying significant operational emergencies, and provision will be made for the timing of reimbursement of the capital for any such emergency disbursements.

C-2.1.3 Separate accountability for Availability Charge revenues and capital expenditures will be maintained.

C-2.2 Connection Charge (Front Footage Charge) is a one-time charge collected from all users prior to connection to the system in those cases where service can be obtained from facilities entirely paid for by the County. It is levied as a partial repayment of the County's costs to construct sewage facilities. This charge does not apply to facilities paid for jointly by the County and persons, firms, or corporations other than the applicant.

C-2.3 Lateral Spur Charge is a one-time charge collected from all users who connect to the lateral spur. This charge must be paid prior to connection to the system and is levied as a partial repayment of the cost of a lateral spur, pursuant to VDOT requirements that all sanitary sewer facilities to be located within the right-of-way of public highways be installed at one time, and under a single permit.

C-2.4 Service Charges are continuing charges based upon water consumption at a cost per 1,000 gallons as established by the rate ordinance.

C-2.5 Base Charges are fixed charges on quarterly sewer bills to defray a portion of the cost of operating and maintaining the sewer system.

C-2.6 Account Charges are to defray the cost incurred by reason of special services rendered (repair of developer constructed facilities, temporary treatment, etc.) and agreements or regulatory requirements for which costs are not covered by other charges.

C-3 Review of all the above charges consistent with the principles set forth herein will occur periodically or may coincide with the County's budget cycle at which time these charges will be set by the Board of Supervisors.

C-4 Individual owners of properties located adjacent to or within reach of service by sewer lines paid for entirely by the County will be required to pay the applicable Availability, Connection, and Lateral Spur charges upon application for service.

SECTION –D - POLICY REGARDING REIMBURSEMENT AND  
FUNDS ADVANCED TO COUNTY

D-1 Sewage facilities will be constructed only after sufficient funds are advanced by others to finance construction of those facilities, or after the reserves of the ISS are adequate to finance said construction, or after the issue and sale of bonds.

D-1.1 Investments by developers in local sewage facilities to serve their respective development areas will not be refunded by, or become an obligation of, the County, as such investments are considered as accrued benefits to the improved property and will be recovered through the increase in value of the property.

D-2 Developers providing enlarged sewage facilities, as required by paragraphs A-4 and A-5, which are greater than required to serve the lots being developed or redeveloped, may be reimbursed for the cost differential as set forth in the reimbursement agreement according to the following policy:

D-2.1 The land disturbance permit for the development was issued after December 6, 2022.

D-2.2 The amount to be reimbursed for enlarged sewage facilities to convey existing, proposed, and future flows is determined by multiplying the costs of constructing the enlarged facilities by the quotient obtained by dividing the sum of the existing and future flows by total flow. Future flow will be estimated based on the County's Comprehensive Plan. Phasing of a large development does not reduce the developer's responsibility for the ultimate need of the larger development.

D-2.3 The amount to be reimbursed for Betterments is equal to the difference between the cost of the material only of the sewage facilities that would have satisfied the development's needs and the cost of the material only of the larger sewage facilities required by the County to serve future flows.

D-2.4 Developers are required to solicit at least three bids from licensed and bonded contractors for the construction of the sewage facilities eligible for reimbursement. The County will reimburse the developers based on the price of the lowest bid. However, the County has the authority to negotiate a reasonable reimbursement amount other than the bid amount.

D-2.5 Developers are required to submit a separate Public Improvement (PI) Plan for sewage facility improvements that include the enlarged sewage facilities to clearly separate the costs associated with these sewage facilities from the rest of the development. If no separate PI plan was submitted for projects designed prior to the effective date of this

policy, reimbursement will occur only after accurate and detailed documentation establishing the costs associated with only the enlarged sewer lines is submitted to and deemed sufficient by the County for purposes of determining the reimbursement amount. Plan type requirement may be waived at the discretion of DPWES Director.

D-2.6 Sewer lines with an internal diameter exceeding 8 inches will be considered enlarged sewers if they convey existing and future flows and flows from the proposed development.

D-2.7 Reimbursement payments will be made as provided in the reimbursement agreement. The reimbursement agreement must be executed between the developer and the County at the time of the submission of the engineering construction plans for the enlarged sewage facilities for review and approval by the County before the start of the construction. The agreement may need to be updated, if the time between the execution of the agreement and start of the construction exceeds one year, or for other justifiable reasons.

D-3 Extensions of sewer lines to the development boundary of subdivisions to facilitate service to adjoining properties will generally be constructed concurrent with the construction of facilities within the subdivision. Upon request, costs incurred by the developers for these extensions will be reimbursed from available E&I funds, which will be replenished by the Availability Charge paid by each adjoining property upon connection to the system.

D-4 Subject to execution of an application with the County, a property owner who privately funds extension of public sewage facility will be reimbursed under the following circumstances and according to the following policy:

- (a) The public sewage facility extension is available to and serves two or more single-family detached residential properties in a subdivision by direct connection and the applicant owns no more than two of such residential properties, one of which must be occupied by the applicant; and
- (b) Upon the County's receipt of a Surcharge, as described in D-4.c below, which shall be collected at the time any person files an application to connect to or contributes sewage to the privately funded sewage facility extension, such Surcharge shall be paid in January as partial reimbursement to the property owner funding the extension; and
- (c) The Surcharge amount equals the quotient obtained by dividing the cost of the sewage facility extension by the total number of single-family residential properties eligible to be served by the sewage facility extension or the County's current maximum Connection Charge for a single-family residential property, whichever is less. The cost of the sewage facility extension for purposes of determining the Surcharge is limited to installation costs (including, but not limited to, engineering, easement, permit, and construction costs) of that section of the sewage facility that is used jointly by the connecting single-family residential properties.
- (d) The applicant will forfeit any right to reimbursement under this policy in the event the applicant ceases to own at least one of the residential dwellings for which the extension of the sewage facility was constructed in the five-year period following the completion of the sewage facility extension. The applicant will also forfeit the right to

reimbursement if the applicant fails to maintain a valid mailing address with the County in accordance with the terms and conditions of the reimbursement application.

- (e) This policy applies only to lawful sewage facility extensions and connections that fully comply with all the provisions of the Board's adopted Statement of Policy Regarding Sewage Disposal.

#### SECTION E – LIMITATION OF STATEMENT OF POLICY

This statement of policy is published for the information of developers and the public as a guide to understanding the policy of DPWES in its administration of the Integrated Sewage System of Fairfax County. As such, no statement herein contained should be construed as binding upon the County.

~~OFFICE OF WASTE MANAGEMENT~~  
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
FAIRFAX COUNTY, VIRGINIA

STATEMENT OF POLICY REGARDING SEWAGE DISPOSAL

Adopted by the Board of Supervisors June 16, 1980

Revised February 2, 1981

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## SECTION A -- GENERAL

A-1 The Fairfax County Integrated Sewage System (ISS) is operated and maintained by the Department of Public Works, ~~as established by the Board of Supervisors, for the purpose of ultimately providing~~ and Environmental Services (DPWES), to provide public sewer service to Fairfax County areas designated by the Fairfax County Board of Supervisors (Board) as the Approved Sewer Service Area (ASSA) in accordance with the adopted Fairfax County Comprehensive Planplan.

A-2 ~~The immediate policy, to bridge the gap between present development and ultimate complete system development, is to provide service to areas as designated by the Board to encourage the orderly growth of the County.~~

## SECTION B -- POLICY REGARDING DEVELOPMENT AREAS

B-1 ~~Development areas shall be defined as those areas (a) that are within the sewer service areas as designated by the formal action of the Board of Supervisors; (b) that are undeveloped; and (c) that are being subdivided at time of application for service for residential, industrial, commercial, and/or public use requiring public sewerage service.~~

B-2 ~~The delineation of the sewer service area boundary is to include~~A-2 ~~The ASSA boundary includes~~ the immediately adjacent area which can be served by the smallest allowable gravity lines installed in accord with normal engineering practices ~~which that~~ will result in the safest and most cost-effective operation. ~~Any~~No extension of a gravity sewer line across the ~~surface drainage divide of an approved sewer service area shall not~~ ASSA boundary may exceed a distance of 400 feet beyond the boundary nor have a manhole depth of more than 12 feet ~~without the approval of, unless approved by the Board of Supervisors. Notwithstanding. This is referred to as the above~~ "400-foot rule." However, the 400-foot rule does not apply to those areas excluded from the ASSA by the Board.

A lot is eligible to be served by the public sewer system if (1) it is entirely or partially located within 400 feet of the ASSA or has a lot line touching the 400-foot boundary line and (2) is capable of being served by a gravity sewer lateral. For structures served by a gravity sewer lateral, an ejector pump may be used to pump sewage from one basement level in athe structure to athe gravity-flow lateral line, provided that the other floor(s) of the structure are served by athe gravity-flow lateral line and the ejector pump is used to pump the sewage to such gravity-flow lateral line.

~~Notwithstanding the foregoing requirement specifying that only gravity lines can be installed in the area immediately adjacent to the approved sewer service area under the 400-foot rule, a limited exception to that rule will be allowed~~ Under specified circumstances ~~so as described below, an exception may be made~~ to allow the ~~utilization~~use of a sewage pump when gravity lines cannot be ~~utilized.~~ used, if a lot meets all other 400-foot rule requirements. In such extensions of sewer lines across the ~~surface drainage divide of an approved sewer service area~~ the ASSA, owners may be allowed to pump the sewage generated by ~~that property~~ an existing structure, even in those areas where the Board has determined that the 400-foot rule does not apply, if all of the ~~following~~ requirements set forth in either Paragraph 1 (subparagraphs 1(a) through 1(l) below) or Paragraph 2 (subparagraphs 2(a) through ~~2(f)2q~~) below ~~are satisfied:~~

PARAGRAPH 1 REQUIREMENTS:

- 1(a) the ~~parcel in question~~applicable lot must already have ~~been developed with~~ an existing residential structure served by an onsite sewage disposal system;
- 1(b) the residence on the ~~parcel in question~~applicable lot must have been used for human habitation for more than 75% of the time during the three years immediately preceding the request for the sewer line extension;
- ~~1(c) in the event the residence on the parcel in question was constructed pursuant to a building permit approved no more than 20 years before the request for the sewer line extension is made, 1(c)~~ the onsite sewage disposal system serving that residence must have been approved by the Fairfax County Health Department (FCHD) in accordance with all requirements set forth in the statutes, ordinances, and regulations of the Commonwealth of Virginia and/or Fairfax County;
- 1(d) the ~~Fairfax County Health Department~~FCHD must have concluded that the onsite sewage disposal system on the ~~parcel in question~~applicable lot is failing, constitutes a health hazard, and cannot reasonably be repaired or replaced;
- 1(e) the ~~Fairfax County Health Department~~FCHD, in consultation with ~~the Department of Public Works and Environmental Services~~DPWES, must have determined that, other than a connection to the public sewer with the use of a ~~sewer~~sewage pump, there is no reasonable alternative method of sewage disposal available to the ~~parcel~~residence with the failing onsite sewage disposal system;
- 1(f) the ~~parcel to be served by the proposed sewer line~~applicable lot cannot be located ~~any~~ more than 400 feet from the boundary of the existing ~~approved sewer service area~~ASSA;
- 1(g) the lateral ~~to be used by the parcel to be served by the proposed sewer line~~of the applicable residence cannot extend ~~any~~ more than 300 feet from the connection to the public sewer;
- 1(h) the lateral and the sewage pump ~~to be used by the property in question shall~~must be owned, maintained by, and remain the sole responsibility of the owner of the ~~property~~lot proposed to be served by such lateral and pump;
- 1(i) the applicable sewage pump ~~to be used by the parcel to be served by the proposed sewer line shall~~must be located on ~~that property~~the applicable lot;
- 1(j) ~~none of the cost~~costs of extending ~~the County sewer line to such a parcel~~County sewer line to the applicable lot, including the cost of installing the sewage pump, laterals, and any other appurtenant devices, ~~shall be borne by the County~~are the sole responsibility of the property owner;
- 1(k) the extension of ~~the~~a County sewer line, any laterals, and all appurtenant devices necessary to provide sewer service to the ~~parcel~~residence must be built and/or installed by the property owner in accordance with all of the applicable requirements of DPWES, the Fairfax County Department of ~~Public Works and~~

~~Environmental~~Land Development Services (LDS), and the ~~Fairfax County Health Department~~FCHD; and

- 1(l) the extension of ~~the~~ County sewer line must be dedicated to and accepted by ~~Fairfax~~the County for ownership and maintenance.

PARAGRAPH 2 REQUIREMENTS: (as it relates to public road projects):

- 2(a) the ~~parcel in question~~applicable lot must have been developed with an existing residential structure served by an onsite sewage disposal system;
- 2(b) the residence on the ~~parcel in question~~applicable lot must have been used for human habitation for more than 75% of the time during the three years immediately preceding the request for the sewer line extension;
- 2(c) ~~in the event the residence on the parcel in question was constructed pursuant to a building permit approved no more than 20 years before the request for the sewer line extension is made,~~ the onsite sewage disposal system serving that residence must have been approved by ~~the Fairfax County Health Department~~FCHD in accordance with all requirements set forth in the statutes, ordinances, and regulations of the Commonwealth of Virginia and/or ~~Fairfax~~the County;
- 2(d) the Virginia Department of Transportation (VDOT) and/or the Board ~~of Supervisors of Fairfax County~~ must have concluded that a portion of the ~~parcel in question~~applicable lot is needed for the construction of a public road project and must be acquired by eminent domain or other means for use in that public road project;
- 2(e) ~~that~~ the acquisition by eminent domain or other means by VDOT and/or the Board of ~~Supervisors of Fairfax County~~ of a portion of the ~~parcel in question~~applicable lot and the construction of the public road project ~~would necessarily will~~ result in the incapacitation of the onsite sewage disposal system serving the residence on ~~the parcel in question~~that lot;
- 2(f) ~~that the Fairfax County Health Department~~the FCHD must have determined that the residence on the ~~parcel in question~~applicable lot at the time a portion of ~~said parcel~~the lot is acquired by VDOT and/or the Board ~~of Supervisors of Fairfax County~~ could no longer be served by the existing onsite sewage disposal system and that the incapacitation of the existing onsite sewage disposal system could not reasonably be repaired or replaced on the remaining portion of the ~~parcel in question~~applicable lot;
- 2(g) ~~that~~ the provision of sanitary sewer to the ~~parcel in question~~impacted lot cannot and will not be used for the purpose of constructing any additional residences on ~~the parcel in question~~that lot;
- 2(h) ~~that the Fairfax County Health Department must have concluded that the existing onsite sewage disposal system on the parcel in question would constitute a health hazard in the event the existing onsite sewage disposal system would be incapacitated by the public road project;~~

- ~~2(i) the Fairfax County Health Department~~the FCHD, in consultation with ~~the Department of Public Works and Environmental Services~~DPWES, must have determined that, other than a connection to the public sewer with the use of a ~~sewer~~sewage pump, there is no reasonable alternative method of sewage disposal available to the ~~parcel~~residence with the ~~incapacitated~~ onsite sewage disposal system ~~that would be incapacitated~~ by the public road project;
- 2(ji) the ~~parcel~~applicable lot to be served by the proposed sewer line cannot be located ~~any~~ more than 400 feet from the boundary of the ~~existing approved sewer service area~~ASSA;
- 2(kj) the lateral to be used by the ~~parcel to be served by the proposed sewer line~~applicable lot cannot extend ~~any~~ more than 300 feet from the connection to the public sewer;
- 2(lk) the lateral and ~~the~~ sewage pump to be used by the ~~property in question~~ shall applicable residence must be owned, maintained by, and remain the sole responsibility of the owner of the ~~property~~lot proposed to be served by such lateral and pump;
- 2(ml) the applicable sewage pump ~~to be used by the parcel to be served by the proposed sewer line shall~~must be located on ~~that property~~the applicable lot;
- 2(n) ~~none of m)~~ the cost of extending the County sewer line to ~~such a parcel~~the applicable lot, including the cost of installing the sewage pump, laterals, and any other appurtenant devices, ~~shall be borne by the County~~are the sole responsibility of the property owner, unless the County is solely responsible for designing, funding, and constructing the public road project that caused the incapacitation of the onsite sewage disposal system on such ~~parcel~~lot;
- 2(en) the extension of the County sewer line, any laterals and all appurtenant devices necessary to provide sewer service to the ~~parcel~~applicable residence must be built and/or installed by or on behalf of the ~~property~~ owner ~~of the parcel in question~~ in accordance with all of the applicable requirements of ~~the Fairfax County Department of Public Works~~DPWES, LDS, and Environmental Services and the Fairfax County Health DepartmentFCHD;
- 2(p) ~~o)~~ the extension of ~~the~~a County sewer line must be dedicated to and accepted by ~~Fairfax~~the County for ownership and maintenance;
- ~~2(q) in the event of~~2(p) if a VDOT public road project, ~~then~~ a ~~parcel~~lot that satisfies all of the foregoing Paragraph 2 requirements will be allowed to connect to the public sewer before the actual incapacitation of the onsite sewage disposal system on that ~~parcel in the event~~lot when VDOT certifies in writing to ~~the Fairfax County Department of Public Works and Environmental Services~~DPWES that the Commonwealth Transportation Board has taken formal action to award a construction contract for the work that is anticipated to incapacitate that system; and

2(~~r~~)—~~in the event of q)~~ if a publicCounty road project ~~of the Board of Supervisors of Fairfax County, then~~ a parcel that satisfies all of the foregoing applicable Paragraph 2 requirements (2(a) through 2(p)) will be allowed to connect to the public sewer before the actual incapacitation of the onsite sewage disposal system on that parcel ~~inif the event the Fairfax County Department of Public Works and Environmental ServicesDPWES~~ certifies in writing to the Board ~~of Supervisors~~ that there is full funding for the public road project that ~~is anticipated to~~will incapacitate that system.

~~BA-3 —Development should be encouraged to seek areas already provided with basic sewerage facilities, such as trunk sewers and treatment plants.~~

~~B-4~~ Developers desiring sewerage service, ~~for certain specified areas, shall make application to the Department of Environmental Management must apply to LDS~~ and agree to perform all construction in accordance with plans and specifications approved by ~~the DepartmentLDS~~ and in accordance with all current standards of design and construction.

~~B-5~~ ~~Developers will be~~A-4 When required ~~to~~by DPWES, developers must provide enlarged sewers ~~withinsewage facilities to serve~~ the area to be developed ~~when required by the Department of Public Works to service adjacent and/or redeveloped and upstream areasand downstream areas from the proposed development~~ in accordance with general plans promulgated from time to time. ~~An agreement to provide for reimbursing a portion of the increased cost to~~ Before construction of such enlarged sewage facilities, the developer may enter into an agreement with the County that provides partial reimbursement of the developer's costs, as set forth in Section ~~ED-2, may be executed prior.~~

#### A-5 Betterments:

A-5.1 Developers are solely responsible for the cost of relocating existing sewage facilities to accommodate their development. If the relocated sewage facilities must also be enlarged to accommodate future sewage flows, the developers are eligible to enter into an agreement with the County for partial reimbursement, as set forth in Section D-2.

A-5.2 If developers must provide new sewage facilities to ~~construction~~ serve their development and these facilities will not convey sewage flows from existing customers but are sized beyond the developers' needs in order to accommodate future flows, then the developers are eligible to enter into an agreement with the County for partial reimbursement, as set forth in Section D-2.

~~BA-6~~ All ~~seweragesewage~~ facilities constructed by developers ~~shall~~must be at their sole cost, be a minimum of 8 inches inside diameter, and be constructed in public rights-of-way or upon private land with recorded perpetual easements, that provide free ~~of cost to the County, providing free,~~ unobstructed, uninterrupted rights-of-way with provisions for ingress and egress for inspection, operation, maintenance, enlargement, replacement, alteration, and extension of the sewage facility.

## SECTION ~~C~~-B - POLICY REGARDING DEVELOPED COMMUNITIES

~~€B-1~~ Existing developed communities ~~which may be that are not~~ served by ~~the County are defined as those areas within the service area (as designated by the Board of Supervisors) already populated by separate owners and/or renters, including commercial, industrial, and/or public use establishments, not provided with public sewerage~~ sewage facilities.

~~€ 2~~ Developed communities may receive public sewerage funding for these facilities ~~from the County~~ by one or more of the following methods:

~~€ 2.B-1~~ ~~Bond Program~~.1 Sewer Revenue Bonds issued by the County based upon engineering and financial feasibility reports ~~with a County wide referendum to permit the County to issue sewer bonds to finance the recommended program.~~

~~€B-1.2.2~~ Fund Advancement by the community and/or individuals upon execution of agreement and deposit of sufficient funds to construct the facilities. ~~Such funds shall be subject to partial reimbursement as provided in Section E-2.~~

~~€2B-1.3~~ Extension and Improvement (E&I) Funds. After all requirements of the ~~system~~ County's ISS have been met (i.e., operation and maintenance, debt service and required reserve), funds may be budgeted for construction of extensions, ~~providing~~ provided (a) the project is justifiable for the health and welfare of the area; (b) the finances of the ~~system~~ ISS are such as to warrant the necessary expenditures; (c) at least one-half of the potential users of the facilities agree to connect to the ISS immediately upon completion of the facility, and to pay in cash in advance, the applicable availability charges.

~~€2B-1.4~~ County General Fund Contributions. If the purpose of the project is to abate a public health hazard, the General Fund of the County may, to the extent that the financial condition of the General Fund permits, contribute to the capital cost of such project in amounts up to a fraction thereof, the numerator of which being the number of potential users contributing to the public health hazard and the denominator of which being the total potential users of the project.

~~€ 3~~

B-2 All properties within an E&I project area will be evaluated by ~~the~~ FCHD's Division of Environmental Health, ~~Fairfax County Health Department~~ and assigned into one of the following classes which are used in establishing the priority rating of a project.

Class I - Properties in this class are presently served by ~~on-site~~ onsite sewage disposal systems that are malfunctioning and creating an immediate hazard to the community.

Class II - Properties in this class are served by ~~on-site~~ onsite sewage disposal systems that have a history of problems, occasionally malfunction, are installed in poor soil conditions, or are otherwise not expected to function satisfactorily for any length of time. Sand filter systems are also included in this class since they do discharge effluent into streams and must be abandoned when public sewer is made available. Properties in this class are a potential hazard to the community.

Class III - Properties in this class are served by pit privies and pose no serious hazard to the community if maintained properly. However, ~~the minimum Housing Hygiene Code of Fairfax County requires that basic facilities be provided to all dwellings.~~ these properties

cannot ~~comply with these requirements~~ be improved to accommodate disposal of water-carried human waste without the availability of public sewer.

~~CB-3~~ ~~1~~—All E&I projects will be installed in order of their priority rating. The Division of Environmental Health assigns preliminary priorities based on ~~the basis of~~ potential health hazards. These priorities are then reviewed jointly with ~~the Department of Public Works~~ DPWES, and adjustments are made taking into consideration the economic feasibility of the preliminary list.

## SECTION ~~D-C~~ - POLICY REGARDING REVENUES AND CHARGES

~~DC-1~~ The ~~system~~ ISS is organized and must operate on a basis designed to raise sufficient revenue to pay all costs and provide all appropriate reserves.

~~DC-2~~ Sources ~~of~~ revenue of the ~~sewer facilities of the County~~ County's ISS are (1) Availability Charges; (2) Connection Charges; (3) Lateral Spur Charges; (4) Service Charges; (5) Base Charges; and ~~(56)~~ Account Charges.

~~DC-2.1~~ 1 Availability Charge is a one-time charge collected from all users prior to connection to the system to cover in part the ~~applicant's~~ user's proportional share of the cost of facilities ~~required beyond the collector system~~ sewer lines with 8-inch inside diameter. Such facilities ~~beyond the collector system~~ include subtrunk sewers, trunk sewers sewer lines with greater than 8-inch inside diameter, pumping stations, force mains and treatment facilities.

~~D~~ C-2.2 ~~1.1~~ The fundamental principle in determining the Availability ~~fee shall be~~ Charge is:  
The needed total annual revenue requirements of ~~sewage works shall be contributed by the ISS collected from~~ users and non-users (or by users and owners of properties) for whose use, need and benefit the sewage facilities ~~of the works~~ are provided, ~~approximately in proportion to the amount that approximates the proportional cost of providing the use and the benefits~~ benefit of the ~~works sewerage facilities~~.

~~D~~ C-2.3 ~~1.2~~ Availability fee Charge revenues may be used for construction of new capital facilities to the extent such facilities will benefit new subscribers to the system (~~"(new customers)".~~). Availability fee Charge revenues will not be used for improvements to the extent such improvements will only ~~"benefit"~~ "benefit" ~~existing or~~ current ~~users~~ customers of the system. Availability fee Charge revenues may be used to meet the cost of remedying significant operational emergencies, and provision will be made for the timing of reimbursement of the capital for any such emergency disbursements.

~~D~~ C-2.4 ~~1.3~~ Separate accountability for Availability fee Charge revenues and capital expenditures will be maintained.

~~D-2.5~~ — Review of the availability fee consistent with the principles set forth herein will occur annually and will coincide with the County's budget cycle at which time the availability fee schedule for the ensuing year will be set by the Board of Supervisors.

~~D-2.6~~C-2.2 Connection Charge (Front Footage Charge) is a one-time charge collected from all users prior to connection to the system in those cases where service can be obtained from facilities ~~provided entirely paid for by and at the expense of the County, or. It is levied as a partial repayment of the County's costs to construct sewage facilities. This charge does not apply to facilities paid for jointly by the County and~~ persons, firms, or corporations other than the applicant. ~~It is levied as a partial repayment of the costs of collector sewers.~~

~~DC-2.7~~3 Lateral Spur Charge is a one-time charge collected from all users who connect to the lateral spur. This charge must be paid prior to connection to the system and is levied as a partial repayment of the cost of a lateral spur, pursuant to ~~VDH&TV~~VDOT requirements that all sanitary sewer facilities to be located within the right-of-way of public highways be installed at one time, and under a single permit.

~~D~~ C-2.84 Service Charges are continuing charges based upon water consumption at a cost per 1,000 gallons as established by the rate ordinance.

~~D~~ C-2.95 Base Charges are fixed charges on quarterly sewer bills to defray a portion of the cost of operating and maintaining the sewer system.

C-2.6 Account Charges are to defray the cost incurred by reason of special services rendered (repair of developer constructed facilities, temporary treatment, etc.) and agreements or regulatory requirements for which costs are not covered by other charges.

C-3 Review of all the above charges consistent with the principles set forth herein will occur periodically or may coincide with the County's budget cycle at which time these charges will be set by the Board of Supervisors.

C-4 Individual owners of properties located adjacent to or within reach of service by sewer lines paid for entirely by the County will be required to pay the applicable Availability, Connection, and Lateral Spur charges upon application for service.

## SECTION ~~E-D~~ - POLICY REGARDING REIMBURSEMENT AND FUNDS ADVANCED TO COUNTY

ED-1 Sewage facilities will be constructed only after sufficient funds are advanced by others to finance ~~said~~ construction of those facilities, or after the reserves of the ~~system~~ISS are adequate to finance said construction, or after the issue and sale of ~~revenue~~ bonds.

ED-1.1 Investments by developers in local ~~collector and lateral~~sewage facilities ~~into~~ serve their respective development areas will not be refunded by, or become an obligation of, the County, as such investments are considered as accrued benefits to the improved property and will be recovered through the increase in value of the property.

~~E-1.2 Individual owners located adjacent to or within reach of service by sewers installed by and at the expense of the County, or by persons, firms or corporations other than the individual owner, will be required to pay the applicable Availability and Connection charges upon application for service.~~

~~E-2 Enlarged Sewers within the area under development D-2 Developers providing enlarged sewage facilities, as required by paragraph B paragraphs A-4 and A-5, which are greater than required for to serve the facilities lots being developed and/or off-site sewers constructed by agreement or redeveloped, may be reimbursed for the cost differential as set forth in the reimbursement agreement according to the following policy:~~

~~ED-2.1 The land disturbance permit for the development was issued after December 6, 2022.~~

~~D-2.1.2 The amount to be reimbursed shall not exceed the original cost of the enlarged facility multiplied for enlarged sewage facilities to convey existing, proposed, and future flows is determined by multiplying the costs of constructing the enlarged facilities by the quotient obtained by dividing the total acreage and/or units served less the development acreage and/or units served by the total acreage sum of the existing and future flows by total flow. Future flow will be estimated based on the County's Comprehensive Plan. Phasing of a large development does not reduce the developer's responsibility for the ultimate need of the larger development.~~

~~D-2.3 The amount to be reimbursed for Betterments is equal to the difference between the cost of the material only of the sewage facilities that would have satisfied the development's needs and the cost of the material only of the larger sewage facilities required by the County to serve future flows.~~

~~D-2.4 Developers are required to solicit at least three bids from licensed and bonded contractors for the construction of the sewage facilities eligible for reimbursement. The County will reimburse the developers based on the price of the lowest bid. However, the County has the authority to negotiate a reasonable reimbursement amount other than the bid amount.~~

~~D-2.5 Developers are required to submit a separate Public Improvement (PI) Plan for sewage facility improvements that include the enlarged sewage facilities to clearly separate the costs associated with these sewage facilities from the rest of the development. If no separate PI plan was submitted for projects designed prior to the effective date of this policy, reimbursement will occur only after accurate and/or units served by said enlarged facility. This amount is subject to the interest rate of paragraph E-2.3 detailed documentation establishing the costs associated with only the enlarged sewer lines is submitted to and deemed sufficient by the County for purposes of determining the reimbursement amount. Plan type requirement may be waived at the discretion of DPWES Director.~~

~~ED-2.2 Only sewers 6 Sewer lines with an internal diameter exceeding ten (10) 8 inches will be considered as enlarged sewers if they convey existing and future flows and flows from the proposed development.~~

~~E~~ D-2.3-7 Reimbursement payments will be made as provided in the reimbursement agreement, ~~subject to the following limitations:~~

- ~~A. — The funds and interest for aforesaid payment shall~~reimbursement agreement must be collected from other users and an Account Charge as provided in paragraph D-2.4.
- ~~B. — The interest rate shall not exceed 10% per annum for a period of time longer than fifteen (15) years from the date of completion and acceptance of the facility.~~
- ~~C. — Annual payments to~~executed between the developer, ~~his assignee or successor, will be made annually in January for not more than twenty (20) consecutive years.~~
- ~~D. — While it is generally believed that a substantial portion and the County at the time of the submission of the additional cost will be reimbursed in engineering construction plans for the twenty (20) year period, enlarged sewage facilities for review and approval by the County shall incur no liabilities for failure to collect aforesaid sums of money. Any loss of anticipated reimbursement is considered fully compensated by accrued benefits to~~before the improved property resulting from advancements~~start of the date when sewage service would have become available~~construction. The agreement may need to be updated, if the time between the execution of the agreement and start of the construction exceeds one year, or for other justifiable reasons.

ED-3 Extensions of sewersewer lines to the development boundary of ~~single family~~ subdivisions to facilitate service to adjoining properties will generally be constructed concurrent with the construction of facilities within the subdivision. Upon request, costs incurred by ~~developer~~the developers for these extensions will be reimbursed from available E&I funds, which will be replenished by ~~an Account~~the Availability Charge ~~to~~paid by each adjoining property upon connection to the system.

ED-4 Subject to execution of an application with the County, a property owner who privately funds ~~an extension of the public~~ sanitary sewersewage facility will be reimbursed under the following circumstances and according to the following policy:

- (a) The public ~~sanitary sewer line~~sewage facility extension is available to and serves two or more single-family detached residential properties in a subdivision by direct connection and the applicant owns no more than two of such residential properties, one of which must be occupied by the applicant; and
- (b) Upon the County's receipt of a Surcharge, as described in ~~ED-4(c)~~ below, which shall be collected at the time any person files an application to connect to or contributes sewage to the privately funded sanitary sewer linesewage facility extension, such Surcharge shall be paid in January as partial reimbursement to the property owner funding the extension; and
- (c) The Surcharge amount equals the quotient obtained by dividing the cost of the sanitary sewersewage facility extension by the total number of single-family residential properties eligible to be served by the sewer linesewage facility extension or the

County's current maximum Connection Charge for a single-family residential property, whichever is less. The cost of the ~~sanitary sewer~~sewerage facility extension for purposes of determining the Surcharge is limited to installation costs (including, but not limited to, engineering, easement, permit, and construction costs) of that section of the ~~sanitary sewer line~~sewerage facility that is used jointly by the connecting single-family residential properties.

- (d) The applicant will forfeit any right to reimbursement under this policy in the event the applicant ceases to own at least one of the residential dwellings for which the extension of the ~~sewer line~~sewerage facility was constructed in the five-year period following the completion of the ~~sewer~~sewerage facility extension. The applicant will also forfeit the right to reimbursement if the applicant fails to maintain a valid mailing address with the County in accordance with the terms and conditions of the reimbursement application.
- (e) This policy applies only to lawful ~~sewer line~~sewerage facility extensions and connections that fully comply with all ~~of~~ the provisions of the Board's adopted Statement of Policy Regarding Sewage Disposal.

#### SECTION ~~FE~~ – LIMITATION OF STATEMENT OF POLICY

~~F-1~~—This statement of policy is published for the information of developers and the ~~general~~ public as a guide to understanding the policy of ~~the Department of Public Works~~DPWES in its administration of the Integrated ~~Sewerage~~Sewage System of Fairfax County. As such, no statement herein contained should be construed as binding upon the County.

Board Agenda Item  
December 6, 2022

ACTION - 8

Approval of Memorandum of Agreement with the Town of Herndon ("Town") for the County of Fairfax to Service, Maintain, and Repair Motor Vehicles Owned and Operated by the Town

ISSUE:

Board approval is required for the County, acting through its Department of Vehicle Services ("DVS"), to service, maintain, and repair motor vehicles owned and operated by the Town.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize staff to execute a Memorandum of Agreement ("MOA") with the Town substantially in the form of Attachment 1.

TIMING:

Board action is requested on December 6, 2022, to allow DVS to service units as soon as practicable.

BACKGROUND:

The Herndon Police Department operates four (4) motorcycles and the technician responsible for servicing them retired. The Town was unsuccessful in locating a vehicle maintenance facility with experience servicing public safety motorcycles, and asked DVS for support. While the agreement is directed at motorcycles, the attached MOA includes other vehicles owned by the Town as a "just-in-case" measure.

The Fairfax County Newington Maintenance Facility is responsible for the repair and maintenance of 42 motorcycles and 16 off-road bikes. Professional technicians are trained to perform scheduled and non-scheduled work. Services range from State inspections, oil changes, tire replacement, body work, decal application, and troubleshooting transmission and engine issues. As an internal service fund and like a private business operation, DVS provides services to other agencies on a cost reimbursement basis and is equipped to provide services under the agreement to the Town.

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DVS has staff and sufficient facility space to provide services to the Town. DVS estimates that annual repair and maintenance for Town motorcycles will take 4.0 labor hours per unit for a total of 16.0 labor hours per year. DVS is recommending a labor rate of \$90.15 to recover personnel expenses for operational staff and operating expenses to include uniforms, utilities, facility maintenance repairs and technology. A 31 percent markup on all parts is recommended to recover personal expenses for the parts staff.

FISCAL IMPACT:

DVS will provide services on a cost reimbursement basis. DVS is projecting to recover \$1,442.40 for approximately four hours of work annually on each of the four motorcycles.

ENCLOSED DOCUMENTS:

Attachment 1 –Memorandum of Agreement

STAFF:

Ellicia Seard-McCormick, Deputy County Executive  
Mark Moffatt, Director, Department of Vehicle Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

**MEMORANDUM OF AGREEMENT**  
**MOTORCYCLE REPAIR**

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Fairfax, Virginia ("County") and the Town of Herndon, Virginia ("Town"), individually a Party and collectively the Parties.

THE COUNTY AND TOWN ARE MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the County, acting through its Department of Vehicle Services ("DVS"), will service, maintain and repair motor vehicles, including motorcycles, owned by the Town and operated by Town agencies, including the Herndon Police Department.
2. **SERVICES.**
  - a. The services provided by the County under this Agreement shall take place at the Newington Maintenance Facility located at 8201 Cinder Bed Road, Lorton, Virginia, and shall include, without limitation preventative maintenance and mechanical repairs.
  - b. Nothing in this Agreement shall require DVS to provide any service, maintenance or repair work, that, in its sole discretion, it is unqualified or unable to perform for any reason.
  - c. The services provided by the County under this Agreement shall be performed in the manner and on the schedule determined by DVS in its sole discretion.
  - d. The Town shall be responsible for delivering its vehicles to the location set forth in subsection a, above, and shall be responsible for picking up its vehicles at such location within five (5) business days following notification that the County has completed the requested services.
3. **PRICING.**
  - a. The County will service, maintain and repair the Town's vehicles at a rate of \$90.15 per hour for labor, and a 31% mark-up for parts, based on the actual cost to the County.
  - b. These rates shall be subject to a periodic review and adjustment by DVS. DVS shall provide the Town thirty (30) days prior written notice of any increase in such rates prior to providing services under this Agreement to the Town at the increased rates.

4. INVOICING AND PAYMENT.

- a. The County shall invoice the Town monthly as the services are provided.
- b. Each invoice shall provide instructions for payment.

5. NOTICES. Notices pertaining to this Agreement shall be sent to the following individuals.

a. To the County:

Marguerite Guarino, Deputy Director  
12000 Government Center Parkway, Suite 417  
Fairfax, Virginia 22035  
703-324-3554  
Marguerite.guarino@fairfaxcounty.gov

b. To the Town:

William H. Ashton II  
Town Manager  
777 Lynn St.  
Herndon, VA 20170

6. EFFECTIVE DATE. This Agreement shall become effective when it has been executed by the authorized representative of each Party.

7. TERM AND TERMINATION. Except as otherwise set forth herein, this Agreement shall remain in effect until terminated by either Party with at least thirty (30) days prior written notice.

8. LIABILITY AND DISCLAIMER.

- a. Neither Party shall be liable to the other party for any claims, liabilities, or expenses arising solely out of the acts or omissions of such other party or one of its agents or employees. Neither party shall be obligated to defend or assume the cost of defense of the other party or hold harmless or indemnify the other party for any claim arising from the acts or omissions of one of its own agents or employees. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity.

- b. The services provided by the County, including parts and labor, are “as is” and “as available”. The County disclaims all guarantees, representations and warranties, express or implied. The County makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services, including parts and labor, provided under this Agreement. The Town agrees that the entire risk arising out of its use of the services provided under this Agreement remains solely with the Town to the maximum extent permitted under Virginia law. Nothing in this section shall prevent the County or the Town from filing warranty claims with any parts manufacturers.

9. GENERAL PROVISIONS.

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and if any provision of this Agreement is ruled invalid or unenforceable by a court of proper jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b. This Agreement may not be modified except by a written instrument duly executed by the Parties hereto.
- c. Any financial obligations under this Agreement are expressly subject to annual or periodic appropriations by the Town Council of the Town and the Board of Supervisors of the County and this Agreement shall terminate, without the need for additional action of the Parties, at such time as appropriated funds have been exhausted.

COUNTY OF FAIRFAX, VIRGINIA:

TOWN OF HERNDON, VIRGINIA:

\_\_\_\_\_  
Bryan J. Hill, County Executive

\_\_\_\_\_  
William H. Ashton II, Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ACTION - 9

Approval of Resolution Endorsing Projects Submitted for FY 2029 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding through the Northern Virginia Transportation Authority

ISSUE:

Board approval of a resolution (Attachment 1) authorizing the Fairfax County Department of Transportation (FCDOT) to apply for federal Congestion Mitigation Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding for FY 2029 and supporting other projects submitted by other jurisdictions or agencies that benefit Fairfax County. Applications will be submitted through the Northern Virginia Transportation Authority (NVTa). These projects are included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on December 3, 2019.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution, in substantial form (Attachment 1) endorsing Fairfax County's, and other localities and agencies, project submissions to NVTa for the CMAQ and RSTP funding programs.

TIMING:

Board of Supervisors' approval is requested on December 6, 2022, to meet the NVTa deadline for resolutions, which is January 27, 2023. The Commonwealth Transportation Board (CTB) is expected to subsequently consider the NVTa-approved list of projects for CMAQ and RSTP funding in June 2023, as part of its Six-Year Improvement Program (SYIP).

BACKGROUND:

The CMAQ Program provides federal funds for regions that are determined to be in non-attainment for air quality to assist them in complying with Clean Air Act requirements. The RSTP Program provides federal formula funds to the region to assist with the implementation of transportation capital projects.

For the purposes of preparing its recommended project lists, NVTa currently estimates that approximately \$80 million in RSTP and CMAQ funding will be available for Northern Virginia in FY 2029. Staff recommends submitting the following projects for funding consideration. The projects included in the TPP and most have been submitted for CMAQ or RSTP funding in previous years. The projects are further described in Attachment 2.

Table 1– List of Proposed Projects for CMAQ/RSTP Funding

Project Title	Proposed Funding Request In Millions	Priority
Richmond Highway Widening (Mt Vernon Memorial Highway to Sherwood Hall Lane)	\$15.0	1
Richmond Highway Bus Rapid Transit	\$20.0	2
Frontier Drive Extension (Franconia-Springfield Metrorail Station to Loisdale Road)	\$20.0	3
Seven Corners Ring Road (Phase 1A/Segment 1A)	\$15.0	4
Mason Neck Trail (Gunston Road Walkway) North Segment	\$10.0	5
Davis Drive Bridge	\$15.0	6
Town Center Parkway Extension	\$10.0	7
Countywide Transit Stores	\$0.70	8
Route 7 Bus Rapid Transit	\$ 5.0	9
Total CMAQ/RSTP Requested	\$110.7	

Other projects of local interest requesting Fairfax County endorsement for submission that benefit Fairfax County include:

- Town of Herndon:
  - Widen East Elden Street - The project will provide congestion relief by widening East Elden Street from four to six lanes, with a raised median, between Fairfax County Parkway and Herndon Parkway. The project includes a bridge upgrade and flood mitigation measures, improved traffic/bicycle/pedestrian signalization, bus transit enhancements, and ADA-compliant sidewalks and adjoining cycle tracks with connectivity to two regional trails (Sugarland Run, Fairfax County Parkway Trail) and the Herndon Metrorail Station.

**FISCAL IMPACT:**

Requests for CMAQ and RSTP funding are shown by project in the table above. There is no Local Cash Match associated with either the CMAQ or RSTP funding and no impact to the General Fund. If the County is awarded funding, staff will submit Board items, as needed, to accept the awards and execute the Project Administration

Board Agenda Item  
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Agreements with the Virginia Department of Transportation or Virginia Department of Rail and Public Transportation.

CREATION OF POSITIONS:

No positions will be created through this action.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for Regional and Federal Funding through the Northern Virginia Transportation Authority

Attachment 2 – List of Projects with Brief Descriptions

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Ray Johnson, Chief, Funding Section, FCDOT

Michael Guarino, Chief, Capital Projects Section, FCDOT

Smitha Chellappa, Funding Section, FCDOT

**Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, December 6, 2022, at which meeting a quorum was present and voting, the following resolution was adopted:

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves submission to the Northern Virginia Transportation Authority (NVTa) requests for funding from the federal Congestion Mitigation and Air Quality and Regional Surface Transportation Programs for FY 2029 for the following projects:

- Richmond Highway Widening (Mt Vernon Memorial Highway to Sherwood Hall Lane) - \$15 million
- Richmond Highway Bus Rapid Transit - \$20 million
- Frontier Drive Extension (Franconia-Springfield Metrorail Station to Loisdale Road) - \$20 million
- Seven Corners Ring Road (Phase 1A/Segment 1A) - \$15 million
- Mason Neck Trail (Gunston Road Walkway) North Segment - \$10 million
- Davis Drive Bridge - \$15 million
- Town Center Parkway Extension - \$10 million
- Countywide Transit Stores - \$0.7 million
- Route 7 Bus Rapid Transit - \$5 million

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby also supports the efforts of the Town of Herndon in submitting an application to the NVTa for FY 2029 Congestion Mitigation and Air Quality and Regional Surface Transportation Programs funding, for the following project located in or near Fairfax County:

- Town of Herndon - Widen East Elden Street

Adopted this 6<sup>th</sup> day of December 2022, Fairfax, Virginia

ATTEST \_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

**List of Recommended Projects for FY 2029 Congestion Mitigation Air Quality/Regional Surface Transportation Program (CMAQ/RSTP) Consideration**

<b>Project</b>	<b>Project Description</b>	<b>Funding Request in Millions</b>	<b>Priority</b>
Richmond Highway Widening (Mt. Vernon Memorial Highway to Sherwood Hall Lane)	The project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Sherwood Hall Lane. This project will provide a six-lane facility and complements the Richmond Highway BRT project from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for future bus rapid transit.	\$15.0	1
Richmond Highway Bus Rapid Transit (BRT) (Huntington Metrorail Station to Fort Belvoir)	The project includes median running BRT from the Huntington Metrorail Station to Fort Belvoir. The project will include new transit stations, improvements to the existing station, facilities for bicycle, pedestrian and vehicle travel modes.	\$20.0	2
Frontier Drive Extension (Franconia-Springfield Metrorail Station to Loisdale Road)	The Frontier Drive Extension will extend Frontier Drive from its terminus south of the Franconia-Springfield Parkway to Loisdale Road, including improved access to the Franconia-Springfield Metrorail Station and braided ramps to and from the Franconia-Springfield Parkway. The project includes on-street parking along Frontier Drive, as well as pedestrian and bicycle accommodations.	\$20.0	3
Seven Corners Ring Road (Phase 1A/Segment 1A)	This project will support the first phase of the new interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the interchange and terminating with a bridge over Route 50. The project will also include new signalized crosswalks, with the Virginia Department of Transportation Wilson Boulevard replacement bridge. The entire project includes bicycle and pedestrian accommodations.	\$15.0	4
Mason Neck Trail (Gunston Road Walkway) North Segment	The proposed project is the mile-long segment on the western end of the trail which will connect the existing trail at Julia Taft Way, approximately 1,500 feet east of Richmond Highway, to the previously completed segments of the trail at the Pohick Bay Regional Park golf course driveway.	\$10.0	5

Davis Drive Bridge	This project will be a new connection between Sunrise Valley Drive in Fairfax County and Innovation Avenue in Loudoun County over the Dulles Toll Road, just west of the Innovation Center Metrorail Station. The project includes a new four-lane divided road and bridge, along with bicycle and pedestrian facilities.	\$15.0	6
Town Center Parkway Extension	The project will extend the existing Town Center Parkway by constructing a new roadway (approximately 0.4-mile-long) between Sunrise Valley Drive and Sunset Hills Road under the Dulles Toll Road and Metrorail Silver Line Tracks. It will be a four-lane divided roadway with bicycle and pedestrian facilities. The project also includes intersection modifications at Sunrise Valley Drive and Sunset Hills Road.	\$10.0	7
Countywide Transit Stores	Six transit stores provide transit information, trip planning, fare media, and ridesharing information to area residents and visitors seeking alternatives to driving alone.	\$0.70	8
Route 7 Bus Rapid Transit (BRT)	This segment of the Route 7 BRT will operate in Tysons from the Spring Hill Metrorail Station to the I-66 interchange. The ongoing study will provide recommendations for the BRT system regarding alignment, running-way, roadway cross section and station locations.	\$5.0	9

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ACTION - 10

Board Endorsement of Fox Mill Road and Pinecrest Road Intersection Improvements  
(Hunter Mill District)

ISSUE:

Board endorsement of the Virginia Department of Transportation (VDOT) Design Public Hearing plans for the Fox Mill Road and Pinecrest Road Intersection Improvements.

RECOMMENDATION:

The County Executive recommends that the Board endorse the design plans for the Fox Mill Road and Pinecrest Road Intersection Improvements administered by VDOT as generally presented at the May 18, 2022, Design Public Hearing and authorize the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 1).

TIMING:

The Board should take action on this matter on December 6, 2022, to allow VDOT to proceed with final design plans to keep the project on schedule.

BACKGROUND:

The purpose of this project is to improve traffic operations and pedestrian safety at the intersection of Fox Mill Road and Pinecrest Road. The Fox Mill Road and Pinecrest Road intersection is a four-way intersection with two-way stops on the Pinecrest Road eastbound and westbound approaches. The intersection currently experiences significant delays during peak periods of the day and is approached from the west over a significant hill. In addition, there are limited pedestrian facilities. These characteristics have resulted in unsafe conditions, and many traffic incidents over the past several years. VDOT has conducted a signal warrant study and determined that a signal is necessary at the intersection and installed a temporary traffic signal in 2021. The project also includes pedestrian improvements at the intersection including crosswalks on all four legs and accessible curb ramps.

Public Hearing Comments

In accordance with the Code of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Wednesday, May 18, 2022. Fifty-six residents attended the Design Public Hearing. VDOT received seven combined written and oral comments. The comments were

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generally in favor of the project, with one opposed to the project. A copy of the Design Public Hearing brochure is attached (Attachment 2).

Summary of public hearing comments received:

- Five comments provided support for the project.
- Five comments were related to intersection safety and traffic backups.
- One comment was related to the noise and drainage. This comment was not supportive of the project.

After reviewing the project design plans and the comments, County staff recommends that the Board of Supervisors endorse the plans.

Project Schedule

Virtual Public Hearing:	May 18, 2022
Begin Land Acquisition:	Summer 2023
Begin Utility relocation:	Winter 2023/2024
Construction Begins:	Fall 2024
Construction Ends:	Fall 2025

FISCAL IMPACT:

The total project estimate is approximately \$5.7 Million and will be funded by Fairfax County along with \$134,972 of state funding. These funds are available in Fund 40010 - County and Regional Transportation Projects construction reserve. No impact to the general fund is expected.

ENCLOSED DOCUMENTS:

Attachment 1: Letter transmitting Board of Supervisors' Endorsement of Fox Mill Road and Pinecrest Road Intersection Improvements

Attachment 2: May 18, 2022, Design Public Hearing Brochure

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Gregg Steverson, Deputy Director, (FCDOT)  
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT  
Michael J. Guarino, Chief, Capital Projects Section (CPS), FCDOT  
Tad Borkowski, Transportation Planner IV, CPS, FCDOT  
Nick Alexandrow, Transportation Planner III, CPS, FCDOT  
Will Steinhilber, Transportation Planner II, CPS, FCDOT



# County of Fairfax, Virginia

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

December 6, 2022

Mr. John D. Lynch, P.E.  
District Administrator  
Northern Virginia District  
Virginia Department of Transportation  
4975 Alliance Drive  
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Fox Mill Road and Pinecrest Road  
Intersection Improvements, UPC 118460

Dear Mr. Lynch:

On December 6, 2022, the Fairfax County Board of Supervisors endorsed the design plans of Fox Mill Road and Pinecrest Road Intersection Improvements, as presented at the May 18, 2022, virtual public hearing. The intersection of Fox Mill Road and Pinecrest Road currently experiences significant delays during peak periods of the day and is approached from the west over a significant hill. In addition, there are limited pedestrian facilities. These characteristics have resulted in unsafe conditions, and many traffic incidents over the past several years. VDOT has conducted a signal warrant study and determined that a signal is necessary at the intersection and installed a temporary traffic signal in 2021. The project also includes pedestrian improvements at the intersection including crosswalks on all four legs and accessible curb ramps.

Please call Will Steinhilber at (703) 877-5783 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: Members, Board of Supervisors  
Bryan J. Hill, County Executive  
Rachel Flynn, Deputy County Executive  
Andrew Beacher, Preliminary Engineering Manager, VDOT  
Sitaram Kodali, Project Manager, Preliminary Engineering, VDOT  
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, 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](http://www.fairfaxcounty.gov/fcdot)





**Fox Mill Road and Pinecrest Road  
Intersection Improvements  
Fairfax County**

***Virtual* Design Public Hearing**

**Wednesday, May 18, 2022, 7 p.m.  
<https://www.virginiadot.org/FoxMillPinecrest>**

**Find out** about planned improvements at the intersection of Fox Mill Road (Route 665) and Pinecrest Road to relieve congestion and improve safety and traffic operations. The improvements include installing a permanent traffic signal, constructing left-turn lanes on northbound and southbound Fox Mill Road, adding four crosswalks and reconstructing sidewalks and curb ramps. The project also includes constructing an eight-foot-wide walkway and curb ramp at the southeast corner of the intersection.

The public hearing will be held as a **virtual/online meeting**. Information for accessing and participating in the virtual meeting is available at <https://www.virginiadot.org/FoxMillPinecrest>. The project team will make a short presentation beginning at 7 p.m. and answer questions for about an hour after the presentation.

**Review** project information and meeting details on the webpage above or during business hours at VDOT's Northern Virginia District Office, 4975 Alliance Drive, Fairfax, VA 22030. Please call ahead at 703-691-6710 or TTY/TDD 711 to make an appointment with appropriate personnel.

In accordance with the Memorandum of Agreement created pursuant to Code of Virginia § 10.1-1188(b), VDOT has determined this project is within a list of project/activities to qualify for an exemption from the State Environmental Review Process. However, all required environmental clearances, regulatory approvals and permits will be obtained prior to project construction.

**Give your comments** during the meeting, or by **May 31, 2022** via the comment form on the project website, by mail to Mr. Sitaram Kodali, P.E., Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030 or by email to [meetingcomments@VDOT.virginia.gov](mailto:meetingcomments@VDOT.virginia.gov). Please reference "Fox Mill Road and Pinecrest Road Intersection Improvements" in the subject line.

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 Civil Rights at 703-259-1775.

State Project: 0665-029-428, C501, P101, R201  
UPC: 118460

*In case an alternate date is needed, the meeting will be held  
Tuesday, May 31, 2022 at the same time.*

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ACTION - 11

Action Item to Consider Approval of the Economic Incentive Program Application of Hanover R.S. Limited Partnership (Lee District)

ISSUE:

Board consideration of an application for the Economic Incentive Program (EIP) for an assemblage and redevelopment of property located in the Springfield Transit Station Area (TSA) within the Springfield EIP Area. Approval would result in the development being designated as a “Qualifying Property” under the Economic Incentive Program Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve the application by Hanover R.S. Limited Partnership for inclusion in the EIP.

TIMING:

Board action is requested on December 6, 2022, which will provide sufficient assurances that the applicant is entitled to program benefits as it continues to proceed to obtain approvals and permits needed for the completion of this project.

BACKGROUND:

On September 15, 2020, the Board adopted an amendment to the County Code that added a new Article 29 - Incentives to Encourage Economic Growth. The ordinance established an EIP for specified areas of Fairfax County. Specifically, the EIP applies to all five of the County’s Commercial Revitalization Districts (CRDs), which are Annandale, Baileys Crossroads/Seven Corners, McLean, Richmond Highway, and Springfield; and the County’s Commercial Revitalization Area (CRA) of Lincolnia, as well as logical extensions of the Richmond Highway and the Springfield CRDs. The EIP provides regulatory and financial incentives to private sector developers who assemble and develop properties in accordance with the adopted ordinance and consistent with the vision of the Comprehensive Plan.

In order to qualify for the program, an applicant must demonstrate that their development project meets the eligibility criteria of the program. To be eligible, an applicant needs to have newly assembled a minimum of two parcels not previously approved for the same rezoning or site plan that collectively comprise an area at least

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two acres in size; are located within the territorial limits of an EIP area; are zoned to permit commercial, industrial or multifamily residential development; are in conformance with all laws and policies related to the provision and preservation of affordable housing; and are in conformance with the use and consolidation recommendations in the Comprehensive Plan.

The application property is located within the Springfield EIP Area and consists of two parcels owned by two different property owners. The property is located on Tax Map 90-2 ((16)) parcels C and D and totals 2.42 acres. The property is included in zoning application PCA 2007-LE-007 (RZPA 2022-LE-00056) that includes five parcels of land totaling 6.18 acres and includes the additional parcels 90-2 ((16)) A pt., B, and E pt. The eligibility process requires the applicant to submit a formal application with all owners as parties to the application. The EIP application meets that requirement.

Current development on the property consists of a surface parking lot. The proposed redevelopment would construct a 475,000-square-foot (SF) mid-rise residential multi-family building. This building would have a maximum of 460 dwelling units inclusive of 37 WDUs. Pursuant to the adopted EIP Ordinance, the multi-family portion of the intended use is an eligible use.

The current zoning approval for the site would not permit the proposed mid-rise residential building. The proposed assemblage has not been previously zoned for the proposed single mid-rise residential building. Thus, staff finds that the proposed development constitutes a new zoning not previously approved by the County.

The subject property is located in Land Unit I of the Franconia-Springfield Transit Station Area ("TSA"). The Plan provides two levels of recommendations: a Base Plan and a Redevelopment Option. Under the Redevelopment Option, Land Unit I may be appropriate for redevelopment as a town center that integrates retail, residential, office, and hotel uses. With the consolidation of at least 78.5 acres, the town center is planned for an intensity of up to a 1.71 FAR. Any remaining, unconsolidated parcels would be planned at the base level for retail use up to 0.35 FAR. If the entire land unit is consolidated, then the town center is planned for an intensity of up to 1.82 FAR.

RZ 2007-LE-007 consolidated 78.52 acres of the 80-acre Land Unit I in accordance with the town center option, and was approved for an intensity of up to a 1.71 FAR. The proposed revisions in PCA 2007-LE-007 would result in a 1.68 FAR for the overall development, exclusive of bonus GFA associated with WDUs. Based on the County's adopted WDU Policy, eight percent (8%) of the 460 units proposed in new residential mid-rise building are expected to be provided as WDUs. Provision of those required WDUs entitles the new residential mid-rise building to a twelve percent (12%) bonus in the number of units. This results in a requirement for 37 WDUs and the provision of

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49 bonus units, which are equivalent to 50,893 bonus SF. Thus, staff concludes that the proposed development is in conformance with the Comprehensive Plan recommendations for proposed development and that the applicant is providing Workforce Dwelling Units (WDUs) in accordance with the Zoning Ordinance. In conclusion, the development is located within the territorial limits of an EIP Area, constitutes a new zoning not previously approved by the County, and complies with the assemblage, size, and ownership criteria of the EIP. The staff concludes that the development is generally consistent with the Comprehensive Plan regarding uses and consolidation requirements.

Staff reviewed the applicant's application dated May 10, 2022, for conformance with the eligibility criteria and issued a letter to each owner on September 7, 2022, (see Attachment 5) stating that the development as proposed appears to conform with the statutory requirements of the program and is therefore eligible for submission to the Board for consideration of approval.

EQUITY IMPACT:

The Hanover R.S. Limited Partnership development will provide needed rental opportunities in an area of Fairfax County with a high demand for housing. The site is accessible by bus and is within less than a mile of an existing Metrorail station. The proposed redevelopment will provide eight percent of the total dwelling units as Workforce Dwelling Units (WDU) at income tiers in accordance with the Board's adopted policy.

The Economic Incentive Program will benefit the applicant with a partial real estate tax abatement for the multi-family portion of the property. The goal of this program is to facilitate economic development consistent with the Comprehensive Plan and is reserved for areas in the County that are striving to foster revitalization. In the case of this site, the original rezoning of the Springfield Town Center occurred in 2009. A variety of economic factors have conspired to delay the desired redevelopment of the area around the former Springfield Mall. The Economic Incentive Program has made possible the first residential development to occur in this area for over 15 years. The EIP allows for the redevelopment of this property in a manner that aligns with the Comprehensive Plan goals for this site, including land use, economic vitality, streetscape improvements, enhanced stormwater facilities, and provision of new park spaces—all to the benefit of the community.

Affordable housing opportunities in the Greater Springfield Area are traditionally in rental housing. The additional affordable rental units at the Hanover R.S. Limited Partnership development will help achieve the County's goal of increasing the supply of affordable housing with a minimum of 5,000 new units by 2034, to meet the needs of

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working families. The delivery of the Hanover R.S. Limited Partnership development will provide crucial housing for families earning from 60 percent to 80 percent of the Area Median Income (\$82,300 for a family of four). Further, the location of the proposed units in the Springfield TSA aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. The Hanover R.S. Limited Partnership development project will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:

Qualifying developments receive economic benefits including a reduction in site plan review fees of 10 percent and a partial tax exemption on the real estate tax, calculated as the difference between the pre-redevelopment (base) assessed value and the post-development assessed value in accordance with Virginia Code. As the County will continue to receive real estate tax revenues on the base (pre-redevelopment) assessed value of the surface parking lot, the partial tax exemptions of the real estate tax will not reduce the General Fund.

The Department of Tax Administration has determined that the 2022 base assessed value of the application property is \$6,120,000, generating real estate taxes of \$67,932 per year, with a base tax rate of \$1.11 per \$100 of assessed value. The applicant has estimated the post-development assessed value of the property to be \$130 million. The partial tax abatement would be calculated on the \$123,880,000 increment or difference between pre- and post-development values of the portion of the development. Thus, with a base tax rate of \$1.11 per \$100 of assessed value, the total tax abatement would be \$1,375,068 per year for a maximum tax abatement of \$13,750,680 over the maximum 10-year life of the program.

ENCLOSED DOCUMENTS:

Attachment 1 – Incentives to Encourage Economic Growth Ordinance  
Attachment 2 – Hanover R.S. Limited Partnership EIP Eligibility Application Form  
Attachment 3 – Project Locator Map  
Attachment 4 – Zoning Application Affidavit  
Attachment 5 – Staff Determination Letters

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STAFF:

Rachel Flynn, Deputy Executive Director  
Tracy Strunk, Director, Department of Planning and Development (DPD)  
Elizabeth A. Hagg, Director, Community Revitalization Section, DPD  
Jay Doshi, Director, Department of Tax Administration (DTA)  
David Pelligrino, Assistant Director, Real Estate Division, DTA  
William D.Hicks, Director, Department of Land Development Services

ASSIGNED COUNSEL:

Cherie Halyard Mack, Assistant County Attorney

**AN ORDINANCE ADOPTING  
ARTICLE 29 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO  
INCENTIVES to ENCOURAGE ECONOMIC GROWTH**

**AN ORDINANCE to amend the Fairfax County Code by adopting Article 29 to Chapter 4 relating to incentives to private entities to encourage economic growth.**

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

- 1. That Chapter 4, Article 29 of the Fairfax County Code is adopted, as follows:**

ARTICLE 29. – Incentives to Encourage Economic Growth.

Section 4-29-1. Title.

This ordinance shall hereafter be known, cited and referred to as the “Economic Incentive Program Ordinance” of Fairfax County.

Section 4-29-2. Purpose and Intent.

Fairfax County seeks to provide economic revitalization and redevelopment opportunities, in accordance with §§ 15.2-1232.2 and 58.1-3219.4 of the Code of Virginia, by offering regulatory and financial incentives, including partial real estate tax exemptions as set forth below, to encourage the private sector to purchase, assemble, revitalize, and redevelop real property suitable for economic development that is consistent with the vision contained in the Comprehensive Plan adopted by Fairfax County.

Section 4-29-3. Definitions.

- (a) Application means the form provided by the Director to be filed by an applicant seeking approval of the redevelopment of an assemblage of parcels and the granting of economic and regulatory incentives pursuant to the terms of this Article.
- (b) Assemblage means the combination of adjoining parcels, with different owners, into a single development in accordance with this Article.
- (c) Commercial and industrial properties include all real property, excluding commercial condominiums, used for or zoned to permit commercial or industrial uses that are approved and designed for retail or wholesale trade, hotel, restaurant, offices, clinics,

warehouses, light manufacturing, and other such uses. Such classification of real property excludes all residential uses.

- (d) Director means the Director of the Department of Planning and Development, or the designated agent of that Director.
- (e) The Economic Incentive Program includes designated Economic Incentive Areas listed in Section 4-29-4 that operate for the purpose of economic revitalization as provided for in Va. Code § 15.2-1232.2 and for redevelopment pursuant to Va. Code § 58.1-3219.4.
- (f) Multifamily residential development includes apartments or any building containing more than four residential units, including live/work or senior housing units. Such classification of real property excludes single-family detached and attached residential units, cooperatives, and residential condominiums.
- (g) Proposed development means the proposed site design and uses submitted by the applicant(s) for approval under this Article.
- (h) Qualifying property means any assemblage approved by the Board of Supervisors under the criteria of this Article.

#### Section 4-29-4. Economic Incentive Areas.

The following areas are hereby established as individual Economic Incentive Areas included in the Economic Incentive Program:

- (a) Annandale Incentive Area: the Annandale Commercial Revitalization District as established in Appendix 7 of the Fairfax County Zoning Ordinance.
- (b) Bailey's Crossroads/Seven Corners Incentive Area: the Bailey's Crossroad/Seven Corners Commercial Revitalization District as established in Appendix 7 of the Fairfax County Zoning Ordinance.
- (c) Lincolnia Incentive Area: the Lincolnia Commercial Revitalization Area (per the Comprehensive Plan, 2017 Edition, amended through July 16, 2019; Lincolnia Community Business Center, Pg. 19, Figure 10).
- (d) McLean Incentive Area: the McLean Commercial Revitalization District as established in Appendix 7 of the Fairfax County Zoning Ordinance.

- (e) Richmond Highway Incentive Area: The Richmond Highway Commercial Revitalization District as established in Appendix 7 of the Fairfax County Zoning Ordinance and the following within the Richmond Highway Corridor per the Comprehensive Plan, 2017 Edition, amended May 1, 2018:
- (1) Suburban Neighborhood Area (SNA) between North Gateway and Penn Daw Community Business Centers (CBCs) (Pg. 167, Figure 67).
  - (2) SNA between Penn Daw and Beacon/Groveton CBCs (Pg. 169, Figure 68).
  - (3) SNA between Beacon/Groveton and Hybla Valley/Gum Springs CBCs (Pg. 170, Figure 69).
  - (4) SNA between Hybla Valley/Gum Springs and South County Center CBCs (Pg. 173, Figure 70).
  - (5) SNA between South County Center and Woodlawn CBCs (Pg. 179, Figure 71).
  - (6) SNA adjacent to Woodlawn CBC (Pg. 182, Figure 72).
  - (7) Land Units R and Q of the Huntington Transit Station Area (per the Comprehensive Plan, 2017 Edition, amended through October 16, 2018; Pg. 25, Figure 9).
  - (8) The areas located between a Richmond Highway CRD and a Richmond Highway SNA that abut Richmond Highway, as depicted on the attached maps 1-4.
- (f) Springfield Incentive Area: the Springfield Commercial Revitalization District as established in Appendix 7 of the Fairfax County Zoning Ordinance and the Franconia-Springfield Transit Station Area, except for those areas planned for single-family residential development, i.e. sub-units Q and R and the portion of sub-unit N north of the Springfield-Franconia Parkway) (per the Comprehensive Plan, 2017 Edition, amended through March 19, 2019; Franconia-Springfield Area Land Unit Map Pg. 37, Figure 7).

#### Section 4-29-5. Application and Review of Eligibility.

- (a) The Director will determine and publish the procedure for submitting an application. Owners of property located within an Economic Incentive Areas designated in Section 4-29-4, may submit an application to the Director.
- (b) Such application must be submitted on forms provided by the Director and must include a plan for development as well as any additional schedules, plans, specifications, and an estimated fair market value of the proposed development that the Director requires.

- (c) Every owner of any parcel included in the application must be a party to the application. However, an individual who is the owner of an undivided interest in a parcel may apply on behalf of himself and the other owners of the parcel upon submitting an affidavit that the other owners either: (1) affirm the application, (2) are minors, or (3) after a diligent search, cannot be located.
- (d) Upon receipt of an application, the Director will determine whether the application meets the eligibility criteria under this Article, the Comprehensive Plan, and all laws and policies related to the provision and preservation of affordable housing. If the application is found eligible, the Director will forward it to the Department of Tax Administration for calculation of an estimated base fair market value based upon the initial proposed development. Any application failing to meet the eligibility criteria will be denied and will be reconsidered only after all missing criteria are met.
- (e) The Director will submit an eligible application to the Board of Supervisors for approval either in conjunction with a concurrent rezoning application or separately for a by-right development proposal.
- (f) The application must meet both general and specific eligibility requirements as set forth in Section 4-29-6, as well as Virginia and local law, before being considered for approval by the Board of Supervisors.

#### Section 4-29-6. Eligibility.

- (a) The proposed development must be a commercial, industrial, and/or multifamily residential development within the territorial limits of an Economic Incentive Area as described in Section 4-29-4.
- (b) An application must contain a newly proposed assemblage, not previously approved for a rezoning or site plan by the County, of at least two contiguous parcels that collectively total a minimum of two acres. The application must conform to all laws and policies related to the provision and preservation of affordable housing and the use and consolidation recommendations in the Comprehensive Plan. Smaller acreages may be considered by the Board for good cause shown, such as to facilitate redevelopment of parcels. A single parcel may contain multiple structures, but all structures must be fully contained within its parcel lot lines before approval of the application.
- (c) A minimum of two acres of the assemblage, unless modified by the Board as set forth in paragraph 4-29-6(b), must be located within an Economic Incentive Area for the entire assemblage to qualify. Some small acreage of the assemblage may lie outside of the

delineated boundary of the Economic Incentive Area but the area outside of the boundary cannot be counted toward the 2-acre minimum requirement.

- (d) Applicants are responsible for obtaining any necessary zoning and site plan approvals in accordance with the Zoning Ordinance and state and local law before receiving incentives in Section 4-29-8(c)(2).
- (e) No improvements made to real property are eligible for real estate tax incentives pursuant to the Article unless approved by the Board of Supervisors.

#### Section 4-29-7. Calculation of Partial Real Estate Tax Exemption.

A qualifying property shall receive a partial tax exemption to the general real property tax in an amount that is equal to the difference between (i) the Base Value and (ii) the fair market value of the parcel including all new structures or other improvements at the time of the final inspection and valuation. The partial exemption shall also include any increase or decrease in the fair market value of the tax-exempt portion of the qualifying property as annually assessed by the Department of Tax Administration.

- (a) Following Board approval of the application and upon written request from the applicant, the Department of Tax Administration will determine a final base fair market value ("Base Value") for the qualifying property. The Base Value shall be the fair market value of the qualifying property at the time of determination plus the first \$1,000 in assessed value on the structure(s) planned to be built or repurposed on the assemblage.
- (b) Applicant shall submit a written request for final inspection and valuation by the Department of Tax Administration at any time after construction of any structure is substantially complete ("substantially complete" meaning the point where the physical shell is completed and basic components of the building are installed and improved including complete installation of elevators, electrical, HVAC, and fire prevention sprinkler systems). If the proposed development contains multiple buildings to be constructed or repurposed in multiple stages, the tax exemption shall be recalculated for each lot upon substantial completion and a final inspection and written valuation request from the applicant.
- (c) The Department of Tax Administration shall provide written notification to the property owner of the amount of the assessment of the property that will be exempt from real property taxation and the period of such exemption.
- (d) The partial tax exemption shall run with the land, and, except as otherwise provided in this Article, the owner of such property during each year of the partial exemption shall be

entitled to receive a partial tax exemption in the amount specified by the Department of Tax Administration.

Section 4-29-8. Economic Incentives.

- (a) Incentives shall be administered by the Director and the Department of Tax Administration in accordance with to the general provisions of this Article.
- (b) Regulatory incentives become effective upon a determination of eligibility by the Director and include:
  - (1) Expedited scheduling of zoning applications.
  - (2) Concurrent processing of a Comprehensive Plan amendment with an associated zoning application.
  - (3) Concurrent processing of a site plan and a zoning application.
  - (4) Inclusion in the Land Development Services Project Management Program.
  - (5) A lower project value to qualify for Fairfax County Land Development Services' Modified Processing Program.
- (c) Financial incentives include:
  - (1) A 10 percent reduction in the site plan fee submitted at the time of application.
  - (2) Partial real estate tax incentives.

Section 4-29-9. Timing or Effective Rate of Incentives.

Each Economic Incentive Area shall extend for a period of up to 10 years from the date of the initial establishment of the area as set forth below:

- (a) Annandale Incentive Area: This area shall take effect on January 1, 2025, and expire on December 31, 2034.
- (b) Bailey's Crossroads/Seven Corners Incentive Area: This area shall take effect on July 1, 2022, and expire on June 30, 2032.
- (c) Lincolnia Incentive Area: This area shall take effect on January 1, 2025, and expire on December 31, 2034.
- (d) McLean Incentive Area: This area shall take effect on July 1, 2024, and expire on June 30, 2034.

- (e) Richmond Highway Incentive Area: This area shall take effect on July 1, 2024, and expire on June 30, 2034.
- (f) Springfield Incentive Area: This area shall take effect on July 1, 2024, and expire on June 30, 2034.


The timeframes enumerated above constitutes the incentive period for each Economic Incentive Area. Real estate tax incentives as set forth in Section 4-29-8(c)(2) shall be effective between January 1 of the tax year next succeeding the year following substantial completion and the end of the incentive period, at which time, the real estate assessment on the subject parcels will revert to full market value. All incentives shall terminate no later than the expiration date for each Economic Incentive Area listed above.

Section 4-29-10. Failure to pay real estate taxes in a timely manner.

The incentives provided for in Section 4-29-8 shall be suspended if the real estate tax on the qualifying property has not been paid on or before July 28 and December 5 of any year, as required by Sections 4-10-1 and 4-10-2. Failure to pay the real estate tax on or before the day on which the real estate tax is due shall result in the forfeiture of any incentives in that year, and in such cases, the taxpayer shall be liable for the annual real estate tax that otherwise would have been assessed on the full fair market value of the improved real property. Late payment of the real estate tax on the qualifying property shall be subject to late payment penalties and interest in accordance with Sections 4-10-1 and 4-10-2. However, the Director of the Department of Tax Administration may waive any penalty and interest and reinstate the real estate tax exemption if the failure to pay the real estate tax was not in any way the fault of the taxpayer.

**2. That the provisions of this ordinance shall take effect on September 15, 2020.**

GIVEN under my hand this 15th day of September, 2020.



Jill G. Cooper  
Clerk to the Board of Supervisors  
Department of Clerk Services

## Eligibility Application of Partial Tax Exemption for Economic Development (Effective September 15, 2020)

Fairfax County, Virginia  
Dept. of Planning and Development  
Community Revitalization Section  
12055 Government Center Parkway  
Suite 1048  
Fairfax, Virginia 22035



Telephone: 703-324-9300

TTY: 711

FAX: 703-653-1799

Visit our Web Site: [www.fcrevite.org](http://www.fcrevite.org)

Prior to filing this application, contact the Community Revitalization Section (CRS) of the Department of Planning and Development (DPD) staff to review the ordinance eligibility requirements to determine if the proposed development may qualify. Improvements made prior to the Department of Tax Administration's (DTA) base value appraisal inspection are not eligible for the partial tax abatement. Refer to the application procedures for additional information. Only properties located within an Economic Incentive Program (EIP) area are eligible. Refer to the ordinance at [www.fcrevite.org/economic-incentive-program](http://www.fcrevite.org/economic-incentive-program) or contact CRS for assistance in verifying whether the project property is located in a designated EIP area. This application must be complete and include a paper or electronic copy of the plan for development as well as any additional schedules, plans, specifications that support the request, and an estimated fair market value of the proposed development once completed.

### Property Information

Tax Map Reference #s):	Lot Size:	Current Zoning:	Proposed Zoning:	Estimated Project Future Fair Market Value
				\$130,000,000.00

**Note:** For additional Tax Map Numbers attach a separate sheet. Include all T parcels.

### Owner Information

Tax Map Reference: 90-2 ((16)) C

Owners' Name: Spring Mall Lot C, LLC

Contact Person/Title: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax Map Reference: 90-2 ((16)) D
Owners' Name: Loisdale Development, LLC
Contact Person/Title:
Property Address:
Mailing Address:
Work Phone Number:
E-mail:

Note: See page 5 for extra forms to attach, if necessary, for additional properties or owners.

**Note:** Contact Person needs to be the person that DTA can call to arrange on-site inspections.

### Proposed Project:

1. What type of zoning application would this project require? Check all that apply.

Rezoning/Proffered Condition Amendment:

Special Exception:

Special Permit:

Site Plan:

2. List the application number of any approved rezoning, special exception, special permit or site plans that currently governs development of each property. Separately, list the application number of any pending or concurrent zoning or site plan application.

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3. Describe the proposed property consolidation and how it meets the minimum two parcels, two owners, and two-acre requirements of the program?

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4. Describe the proposed project. Please include details related to proposed uses, density/intensity, existing buildings to be retained, demolished and /or repurposed, and new buildings proposed. Please include additional sheets as necessary to fully describe the application. Please attach or send electronically one (1) copy of the proposed development plan (either the rezoning application or site plan). If the project will be built in phases, provide a phasing plan including estimated time frames for the completion of each phase. Electronic copies can be sent to [Revitalization@fairfaxcounty.gov](mailto:Revitalization@fairfaxcounty.gov).

[illegible]

5. A single parcel may contain multiple structures, but all structures must be fully contained within its parcel lot lines before the final inspection and valuation may be performed by the DTA. Based on the proposed concept plan, will parcels need to be created to meet this requirement?      Yes      No  
Please Explain:

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6. Please provide any other information that you feel is pertinent to the review of this proposal below.

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7. Would you have completed this development/repurposing without the partial tax exemption?  
Yes      No      Please explain briefly how this incentive made the project possible:

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***We hereby request partial tax exemption from real estate taxes for qualifying property to be developed, redeveloped or repurposed as provided by Article 29 Chapter 4 of the Fairfax County Code. We certify that the statements and attachments contained in this application are true and correct to the best of our knowledge. We certify that we are the owners or have the authority of the owners to submit this application.***

**SIGNATURES:**

<i>Date of Application:</i> _____	<i>Owner's or Agent's Signature:</i> _____
	<i>Print Name:</i> _____
<i>Date of Application:</i> _____	<i>Owner's or Agent's Signature:</i> _____
	<i>Print Name:</i> _____
<i>Date of Application:</i> _____	<i>Owner's or Agent's Signature:</i> _____
	<i>Print Name:</i> _____
<i>Date of Application:</i> _____	<i>Owner's or Agent's Signature:</i> _____
	<i>Print Name:</i> _____

***NOTE: Failure to obtain signatures of all parties owning an interest in this real estate constitutes a material misstatement of fact.***

**OFFICE USE ONLY**

Application #: \_\_\_\_\_

Date Application Submitted: \_\_\_\_\_

Economic Incentive Area: \_\_\_\_\_

DPD Approval Date: \_\_\_\_\_

Rezoning Case #: \_\_\_\_\_

Rezoning Approval Date: \_\_\_\_\_

Site Plan Case #: \_\_\_\_\_

Site Plan Approval Date: \_\_\_\_\_

Site Plan Fee Reduction: Yes or No

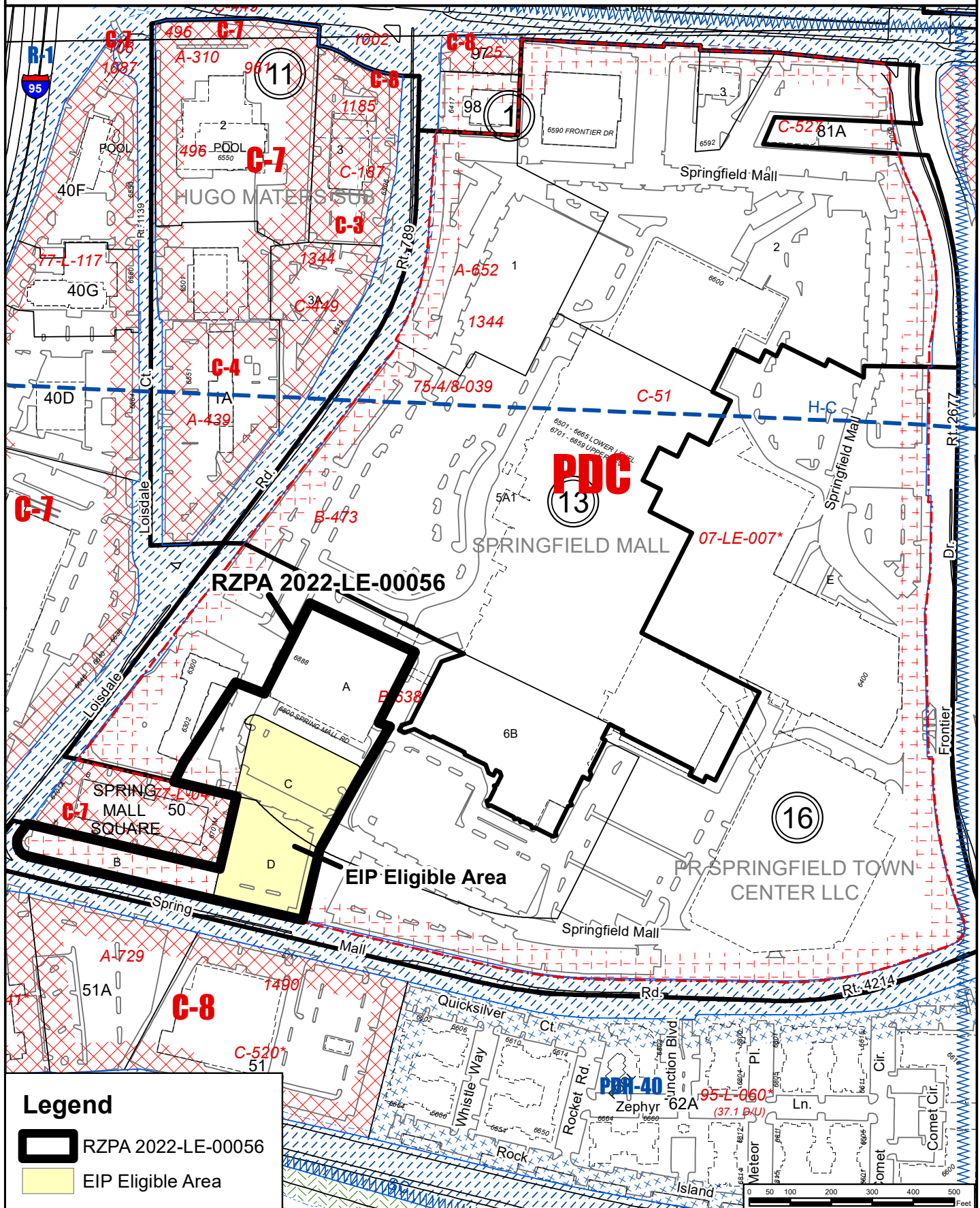
Amount of Reduction: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Application/Attachments to DTA: Yes or No

BOS Approval Date: \_\_\_\_\_

# Project Locator Map






# County of Fairfax, Virginia

## MEMORANDUM

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

**DATE:** October 27, 2022

**TO:** Zachary Fountain, Staff Coordinator  
Zoning Evaluation Division  
Department of Planning and Development

**FROM:** Jo Ellen Groves, Paralegal   
Office of the County Attorney

**SUBJECT:** Affidavit  
Application No.: PCA/CDPA/FDPA-2007-LE-007  
Applicant: Hanover R.S. Limited Partnership  
PC Hearing Date: 11/16/22  
BOS Hearing Date: 12/6/22

**REF.:** 168572

Attached is an affidavit which has been approved by the Office of the County Attorney for the referenced case. Please include this affidavit dated 10/26/22, which bears my initials and is numbered 168572c, when you prepare the staff report.

Thank you for your cooperation.

Attachment

cc: (w/attach) Julia Nimeth, Planning Technician I (Sent via e-mail)  
Zoning Evaluation Division  
Department of Planning and Development

Prolaw: 1683149

# REZONING AFFIDAVIT

168572c

DATE: October 26, 2022  
(enter date affidavit is notarized)

I, Elizabeth D. Baker, agent, do hereby state that I am an  
(enter name of applicant or authorized agent)

(check one)      ☐ applicant  
                         ☒ applicant's authorized agent listed in Par. 1(a) below

in Application No.(s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number(s), e.g. RZ 88-V-001)

and that, to the best of my knowledge and belief, the following information is true:

1(a). The following constitutes a listing of the names and addresses of all **APPLICANTS, TITLE OWNERS, CONTRACT PURCHASERS**, and **LESSEES** of the land described in the application,\* and, if any of the foregoing is a **TRUSTEE**,\*\* each **BENEFICIARY** of such trust, and all **ATTORNEYS** and **REAL ESTATE BROKERS**, and all **AGENTS** who have acted on behalf of any of the foregoing with respect to the application:

(**NOTE**: All relationships to the application listed above in **BOLD** print must be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.)

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in <b>BOLD</b> above)
Hanover R.S. Limited Partnership	1780 S. Post Oak Lane Houston, Texas 77056	Applicant/Contract Purchaser of Tax Map 90-2 ((16)) C, D
Agents: James C. MacMichael Daniel A. Gordon Adam S. Harbin Jacob T. Denney John Stephan Luna Aaron J. Wilke Adam M. Duplantier Andrew E. Schultz Brian A. Armitage Obie L. Diaz Kathy K. Binford John F. Bedenbaugh J. Murry Bowden		

(check if applicable)      ☒ There are more relationships to be listed and Par. 1(a) is continued on a "Rezoning Attachment to Par. 1(a)" form.

\* In the case of a condominium, the title owner, contract purchaser, or lessee of 10% or more of the units in the condominium.

\*\* List as follows: Name of trustee, Trustee for (name of trust, if applicable), for the benefit of: (state name of each beneficiary).

**Rezoning Attachment to Par. 1(a)**DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**(NOTE):** All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

<b>NAME</b> (enter first name, middle initial, and last name)	<b>ADDRESS</b> (enter number, street, city, state, and zip code)	<b>RELATIONSHIP(S)</b> (enter applicable relationships listed in <b>BOLD</b> above)
PR Springfield Town Center LLC Agents: Daniel J. Pascale Joshua G. Schrier Charles E. Christensen Lisa M. Most Christopher P. Mrozinski Andrew M. Ioannou	2005 Market Street, Suite 1000 Philadelphia, PA 19103	Title Owner of Tax Map 90-2 ((16)) A pt., B, E pt.
Spring Mall Lot C, LLC Agents: Daniel J. Pascale Joshua G. Schrier Charles E. Christensen Lisa M. Most Christopher P. Mrozinski Andrew M. Ioannou	2005 Market Street, Suite 1000 Philadelphia, PA 19103	Title Owner of Tax Map 90-2 ((16)) C
Loisdale Development, LLC Agents: Daniel J. Pascale Joshua G. Schrier Charles E. Christensen Lisa M. Most Christopher P. Mrozinski Andrew M. Ioannou	2005 Market Street, Suite 1000 Philadelphia, PA 19103	Title Owner of Tax Map 90-2 ((16)) D
Urban Engineering & Associates, Inc. t/a Urban Ltd. Agents: Peter F. Crawford Ryan G. David Eric S. Siegel Michael J. Birkland Oscar Espinoza	7712 Little River Turnpike Annandale, Virginia 22003	Engineer/Agent
W Partnership, Inc. f/k/a Wallace Garcia Wilson Architects, Inc. Agents: Michael Gonos Fred T. Wilson, Jr. Candice S. Tape Francia E. Velez Carl F. Hay	5120 Woodway Drive, Suite 8000 Houston, TX 77056	Architect/Agent

(check if applicable)

☒ [ ]

There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

**Rezoning Attachment to Par. 1(a)**DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**(NOTE:** All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

<b>NAME</b> (enter first name, middle initial, and last name)	<b>ADDRESS</b> (enter number, street, city, state, and zip code)	<b>RELATIONSHIP(S)</b> (enter applicable relationships listed in <b>BOLD</b> above)
GWH Landscape Architects, a division of Hanover R.S. Limited Partnership	1780 S. Post Oak Lane Houston, Texas 77056	Landscape Architect/Agent
Agents: Aaron J. Wilke F. Charles "Chase" LeBlanc II Adam M. Duplantier		
Gorove/Slade Associates, Inc.	4114 Legato Road, Suite 650 Fairfax, VA 22033	Transportation Consultant/Agent
Agents: Christopher M. Tacinelli Maria C. Lashinger Chad A. Baird Kayla M. Ord		
Walsh, Colucci, Lubeley & Walsh, P.C.	2200 Clarendon Boulevard, Suite 1300 Arlington, VA 22201	Attorneys/Planners/Agent for Applicant
Agents: Lynne J. Strobel Andrew A. Painter Robert D. Brant Kathryn R. Taylor Melissa M. Mahan Elizabeth D. Baker Bernard S. Suchicital Kelly A. Posusney		
Cooley LLP	One Freedom Square Reston Town Center 11951 Freedom Drive, Suite 1400 Reston, VA 20190-5656	Attorneys/Planners/Agent for Title Owners
Agents: Mark C. Looney Colleen P. Gillis Amanda R. Williams Lee T. Gleason Ben I. Wales Molly M. Novotny Emma E. Royce (FORMER) Aaron M. Frank		
Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Planner/Agent Planner/Agent Planner/Agent		
Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Planner/Agent Planner/Agent Planner/Agent Planner/Agent		

(check if applicable) ☒ There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

**Rezoning Attachment to Par. 1(a)**DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**(NOTE:** All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

<b>NAME</b> (enter first name, middle initial, and last name)	<b>ADDRESS</b> (enter number, street, city, state, and zip code)	<b>RELATIONSHIP(S)</b> (enter applicable relationships listed in <b>BOLD</b> above)
Utility Professional Services, Inc.	2300 Jefferson Davis Highway Fredericksburg, VA 22401	Utility Consultant/Agent
Agent: Henry Wade Woolard, Jr.		

(check if applicable)

☐ There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

## REZONING AFFIDAVIT

168572c

DATE: October 26, 2022  
(enter date affidavit is notarized)

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number(s))

- 1(b). The following constitutes a listing\*\*\* of the **SHAREHOLDERS** of all corporations disclosed in this affidavit who own 10% or more of any class of stock issued by said corporation, and where such corporation has 10 or less shareholders, a listing of all of the shareholders, **and if the corporation is an owner of the subject land, all of the OFFICERS and DIRECTORS of such corporation:**

(NOTE: Include **SOLE PROPRIETORSHIPS, LIMITED LIABILITY COMPANIES, and REAL ESTATE INVESTMENT TRUSTS** herein.)

## CORPORATION INFORMATION

**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)

THC Capital G.P. LLC  
1780 S. Post Oak Lane  
Houston, Texas 77056

**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.  
☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.  
☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)

Members: Jeb M. Bowden, Brandt C. Bowden, J. Murry Bowden  
Sole Managing Member: J. Murry Bowden

**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g.

**President, Vice-President, Secretary, Treasurer, etc.)**

J. Murry Bowden, Executive Chairman, Brandt C. Bowden, CEO & Co-Chair of Investment Committee; Jeb M. Bowden, COO and Co-Chair of Investment Committee; John H. Nash, President; John C. Garibaldi, EVP; Tim Ellwood, General Counsel; Ben Whitman, VP-Debt Financing; Kathy K. Binford, VP & Secretary; Judi S. Hopper VP & CAO; Allen Cortez, VP-Safety & Administration; Jim Fenwick, VP-Property Management; Earl Smalley, VP-Residential Services; Thomas Knutson, VP & President of Construction; Tim Bolton, VP-Construction; Tom Denney, VP-Construction; Matt Mangum, VP-Construction; Roxanne Cox, VP-Human Resources; Theresa Blades, VP-Capital Markets; Jeff Onstott, VP-Capital Markets; Mark Friedman, VP- Risk Management; Shirley Banks-Robinson; Asst VP & Asst Sec; Tami Feigl, Asst General Counsel; Justin Switzer, Asst General Counsel; Kim Nelson, Corporate Controller

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued on a "Rezoning Attachment 1(b)" form.

\*\*\* All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. ***In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.*** Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

**Rezoning Attachment to Par. 1(b)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)PR Springfield Town Center LLC  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)

PREIT Associates, L.P., Sole Member

**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)Pennsylvania Real Estate Investment Trust  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103**DESCRIPTION OF CORPORATION:** (check one statement)

- ☐ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☒ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)

A real estate investment trust with more than 100 unitholders and is traded on the NYSE.

**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

Joseph F. Coradino, Chairman and CEO	Andrew M. Ioannou, EVP
Mario Ventresca, Jr., EVP and CFO	Lisa M. Most, EVP, General Counsel, Secretary, and CCO
Joseph J. Aristone, EVP	Sathana Semonsky, VP and CAO

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

**Rezoning Attachment to Par. 1(b)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572Cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

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**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)  
Spring Mall Lot C, LLC  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)  
PR Springfield Town Center, LLC, Sole Member

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**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

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**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)  
Loisdale Development, LLC  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)  
PR Springfield Town Center, LLC, Sole Member

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**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

**Rezoning Attachment to Par. 1(b)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)Urban Engineering & Associates, Inc. t/a Urban Ltd.  
7712 Little River Turnpike  
Annandale, Virginia 22003**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)J. Edgar Sears, Jr.  
Brian A. Sears**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g.**President, Vice-President, Secretary, Treasurer, etc.)****NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)Gorove/Slade Associates, Inc.  
4114 Legato Road, Suite 650  
Fairfax, VA 22033**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)

Christopher M. Tacinelli	Chad A. Baird
Daniel B. VanPelt	Erwin N. Andres
Tushar A. Awar	Kevin D. Sitzman

**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g.**President, Vice-President, Secretary, Treasurer, etc.)**

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

**Rezoning Attachment to Par. 1(b)**DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)Walsh, Colucci, Lubeley & Walsh, P.C.  
2200 Clarendon Boulevard, Suite 1300  
Arlington, VA 22201**DESCRIPTION OF CORPORATION:** (check one statement)

- ☐ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☒ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)

David J. Bomgardner	Michael J. Coughlin	Michael R. Kieffer	John E. Rinaldi
Robert D. Brant	Nicholas V. Cumings	Charles E. McWilliams	Kathleen H. Smith
E. Andrew Burcher	John H. Foote	Antonia E. Miller	Lynne J. Strobel
Jonelle M. Cameron	H. Mark Goetzman	J. Randall Minchew	Erin M. Thiebert
Thomas J. Colucci	Bryan H. Guidash	Andrew A. Painter	Garth M. Wainman
	Michael J. Kalish	M. Catharine Puskar	Matthew A. Westover

**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)Utility Professional Services, Inc.  
2300 Jefferson Davis Highway  
Fredericksburg, VA 22401**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)Frederic N. Howe III  
Tanya Howe**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

(check if applicable) ☒ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

**Rezoning Attachment to Par. 1(b)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)W Partnership, Inc. f/k/a Wallace Garcia Wilson Architects, Inc.  
5120 Woodway Drive, Suite 8000  
Houston, TX 77056**DESCRIPTION OF CORPORATION:** (check one statement)

- ☒ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF THE SHAREHOLDERS:** (enter first name, middle initial, and last name)Fred T. Wilson Jr.  
James L. Wallace**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)**DESCRIPTION OF CORPORATION:** (check one statement)

- ☐ There are 10 or less shareholders, and all of the shareholders are listed below.
- ☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- ☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF SHAREHOLDERS:** (enter first name, middle initial, and last name)**NAMES OF OFFICERS & DIRECTORS:** (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)(check if applicable) ☐ There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

**REZONING AFFIDAVIT**

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number(s))

1(c). The following constitutes a listing\*\*\* of all of the **PARTNERS**, both **GENERAL** and **LIMITED**, in any partnership disclosed in this affidavit:

**PARTNERSHIP INFORMATION**

**PARTNERSHIP NAME & ADDRESS:** (enter complete name, number, street, city, state and zip code)

Hanover R.S. Limited Partnership  
1780 S. Post Oak Lane  
Houston, Texas 77056

(check if applicable) ☐ The above-listed partnership has no limited partners.

**NAMES AND TITLE OF THE PARTNERS** (enter first name, middle initial, last name, and title, e.g. **General Partner, Limited Partner, or General and Limited Partner**)

General Partner: THC Capital G.P., LLC  
Limited Partner: THC Capital LP

(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued on a "Rezoning Attachment to Par. 1(c)" form.

\*\*\* All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. *In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.* Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

**Rezoning Attachment to Par. 1(c)**

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

THC Capital LP  
1780 S. Post Oak Lane  
Houston, Texas 77056

(check if applicable)     ☐     The above-listed partnership has no limited partners.

**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)

General Partner:  
THC Capital G.P. LLC

Limited Partners:  
Bowden Family Limited Partnership

Metropolitan Life Insurance Company  
(publicly traded on the NYSE)

(check if applicable)     ☒     There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572C

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

Bowden Family Limited Partnership  
1780 S. Post Oak Lane  
Houston, Texas 77056

(check if applicable)     ☐     The above-listed partnership has no limited partners.

**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)

General Partner:

Bowden Family G.P., LLC (owns less than 10% of Hanover R.S. Limited Partnership)

Limited Partners:

J. Murry Bowden  
Brandt C. Bowden  
Jeb M. Bowden

(check if applicable)     ☒     There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

PREIT Associates, L.P.  
2005 Market Street, Suite 1000  
Philadelphia, PA 19103

(check if applicable) ☒ The above-listed partnership has no limited partners.

**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)

Pennsylvania Real Estate Investment Trust, General Partner

(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)Cooley LLP  
One Freedom Square, Reston Town Center  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190-5656(check if applicable) ☒ The above-listed partnership has no limited partners.**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)Jane K. Adams  
Peter M. Adams  
Neal (nmi) Aizenstein  
Maureen P. Alger  
DeAnna D. Allen  
Gian-Michele a Marca  
David R. Ambler  
Mazda K. Antia  
Aaron F. Archer  
Orion (nmi) Armon  
Michael A. Attanasio  
Jon C. Avina  
Luke T. Bagley  
Cynthia A. Bai (FORMER)  
Charles J. Bair  
Mark D. Ballantyne  
Dee (nmi) Bansal  
Matthew S. Bartus  
Michael D. Basile  
Laurie (nmi) Bauer  
Shamis (nmi) Beckley  
Ben W. Beerle  
Keith J. Berets  
Laura A. Berezin  
Michal (nmi) Berkner  
Ann (nmi) Bevirt  
Aaron D. Binstock  
Ryan E. Blair  
Eric W. Blanchard  
David C. BolesBarbara L. Borden  
Jodie M. Bourdet  
Philip M. Bowman  
Wendy J. Brenner  
David (nmi) Bresnick  
Tijana M. Brien  
Rupa R. Briggs  
Matthew J. Brigham  
Nicole C. Brookshire (FORMER)  
Megan S. Browdie  
Fraser D. Brown  
Harley J. Brown  
Matthew D. Brown  
Alfred L. Browne, III  
Matthew T. Browne  
Brian W. Burke  
Peter M. Byrne  
John T. Byrnes  
Luke T. Cadigan  
Robert T. Cahill  
Will (nmi) Cai  
Matthew D. Caplan  
Russell (nmi) Capone  
Gina (nmi) Cavalier  
L. Kay Chandler  
Adam C. Chase  
Jaime L. Chase  
● Chen (nmi) Chen  
Reuben H. Chen  
Dena (nmi) ChenCalise Y. Cheng  
William T. Christiansen II  
John A. Clark  
John A. Clendenin  
Thomas A. Coll  
Derek O. Colla  
Helenanne (nmi) Connolly  
Adam B. Connolly  
Tom A. Connors  
Joseph W. Conroy  
Kevin S. Cooper  
Bill J. Corcoran  
Tiana D. Demas  
Chris (nmi) Coulter  
Lauren B. Creel  
John A. Dado  
Scott D. Dailard  
Jonathan R. Davies  
Nick (nmi) Davis  
Karen Elizabeth Deschaine  
Darren K. DeStefano  
Adam M. Dinow  
Eric W. Doherty  
Megan L. Donohue  
Michelle C. Doolin  
Joseph M. Drayton  
Matthew P. Dubofsky  
Nicolas H.R. Dumont  
Angela L. Dunning  
Steven M. Dunst(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.Information updated.

## Rezoning Attachment to Par. 1(c)

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))

**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

Cooley LLP [continued]

One Freedom Square, Reston Town Center  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190-5656

(check if applicable) ☒ The above-listed partnership has no limited partners.

**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)

John C. Dwyer	Brad (nmi) Goldberg	Caroline (nmi) Hobson
Shannon M. Eagan	Andrew D. Goldstein	Paula E. Holland
Bobby (nmi) Earles	Kathleen H. Goodhart	Josh P. Holleman
Ross D. Eberly	Thomas S. Goodman	Chris C. Holly
Erik S. Edwards	Seth J. Gottlieb	Lila W. Hope
Michael (nmi) Egan	Shane L. Goudey	C. Thomas Hopkins
Ivor (nmi) Elrifi	TJ J. Graham	Brendan J. Hughes
Tom (nmi) Epps	Sascha (nmi) Grimm	Christopher R. Hutter
Sonya F. Erickson	Jacqueline I. Grise	Alexander (nmi) Israel
Heidi A. Erlacher	Daniel J. Grooms	Craig D. Jacoby
Brent D. Fassett (FORMER)	Greg (nmi) Grossman	Len C. Jacoby
Brandon W. Fenn	Winston H. Gu	Tanisha A. James
Patrick J. Flanagan	Kenneth L. Guernsey	Lindsay (nmi) Jenkins
David E. Fletcher	Patrick P. Gunn	Eric C. Jensen
Kristine A. Forderer	Divakar (nmi) Gupta	Ethan (nmi) Jin
Rod (nmi) Freeman	Jeffrey M. Gutkin	Madison A. Jones
Joshua A. Friedman (FORMER)	Zachary (nmi) Hafer	Robert L. Jones
Koji F. Fukumura	John B. Hale	Natalie Y. Karam
James F. Fulton, Jr.	Charles D. Haley	Jeffrey S. Karr
Eamonn J. Gardner	Matthew W. Hallinan	Alex K. Kassai
Jon E. Gavenman	Alan D. Hamblton	Katherine B. Katz
Stephanie (nmi) Gentile	Andrew E. Harline	Joshua A. Kaufman
Adam S. Gershenson	Laurence M. Harris	Natasha E. Kaye
Bobby A. Ghajar	Kathleen R. Hartnett	Claire (nmi) Keast-Butler
Patrick E. Gibbs	Bernard L. Hatcher	Heidi L. Keefe
Colleen P. Gillis	John H. Hemann	Jason L. Kent
Rick (nmi) Ginsberg	Matthew B. Hemington	Charles S. Kim
Ethan (nmi) Glass	Cathy (nmi) Hersheopf	Jonathan J. Kim (FORMER)
Todd J. Gluth	Kate E. Hillier	Christopher J. Kimball
Rachel C. Goddard	Gordon K. Ho	Kevin M. King
Daniel Isaac Goldberg	Nicholas A. Hobson	Erin (nmi) Kirchner

(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572Cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

Cooley LLP [continued]

One Freedom Square, Reston Town Center  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190-5656(check if applicable) ☒ The above-listed partnership has no limited partners.**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)Michael A. Klein  
Benjamin H. Kleine  
Michael J. Klisch  
Daniel J. Knauss  
Jonie I. Kondracki  
Jonas (nmi) Koponen  
Josh (nmi) Kotin  
Kenneth J. Krisko  
Rishab V. Kumar  
Matthew (nmi) Kutcher  
Sale (nmi) Kwon  
Carol D. Laherty  
Mark F. Lambert  
Matthew E. Langer  
Samantha M. LaPine (FORMER)  
Jeff A. Laretto  
John G. Lavoie  
Heidi A. Lawson  
Brian F. Leaf  
Travis (nmi) LeBlanc  
Randall R. Lee  
Alexander (nmi) Lee  
Pang (nmi) Lee  
Jamie K. Leigh  
Shira Nadich Levin  
Stephane (nmi) Levy  
Jeffrey P. Libson  
Anne E. Lieberman  
Sarah M. Lightdale  
Michael R. LincolnYiming (nmi) Liu  
Douglas P. Lobel  
Bethany C. Lobo  
J. Patrick Loofbourrow  
Mark C. Looney  
Cindy M. Lovering  
Siana E. Lowrey  
James (nmi) Lu  
Andrew P. Lustig  
Nicola (nmi) Maguire  
Amanda A. Main  
Amy E. Mandragouras  
Eileen (nmi) Marshall  
Blake W. Martell  
Joshua O. Mates  
James J. Maton  
James S. Matteucci  
Mika R. Mayer  
Robert M. McDowell  
Michael J. McGrail  
John T. McKenna  
Lowell D. Mead  
Laura M. Medina  
Beatriz (nmi) Mejia  
Erik B. Milch  
Chadwick L. Mills  
David E. Mills  
Barbara Roblin Mirza  
Philip D. Mitchell  
Patrick J. MitchellAnn M. Mooney  
M. Howard Morse  
Phillip E. Morton  
John-Paul (nmi) Motley  
Sepideh (nmi) Mousakhani  
Alessandra (nmi) Murata  
Sean J. Murphy  
Colm D. Murphy  
Ryan E. Naftulin  
Danielle E. Naftulin  
Sonia W. Nath  
David J. Navetta  
Michael T. Nelson  
Ian A. Nussbaum  
Brooke E. Nussbaum  
William V. O'Connor  
Gerard (nmi) O'Shea  
John Paul Oleksiuk  
Garth A. Osterman  
Rama (nmi) Padmanabhan  
Kathleen M. Pakenham  
Daniel M. Parames  
Rowook (nmi) Park  
Jean (nmi) Park  
Ferish (nmi) Patel  
Matthew (nmi) Pavao  
Daniel S. Peale  
Anne H. Peck  
David G. Peinsipp  
Nicole K. Peppe(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572Cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

Cooley LLP [continued]

One Freedom Square, Reston Town Center  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190-5656(check if applicable) ☒ The above-listed partnership has no limited partners.**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)Nyron (nmi) Persaud  
Yvan-Claude J. Pierre  
Mark B. Pitchford  
Tim (nmi) Pitrelli  
Noah B. Pittard  
Adam M. Pivovar  
Michael L. Platt  
Christian E. Plaza  
Obrea O. Poindexter  
Aaron M. Pomeroy  
Marya A. Postner, Ph.D.  
Rachel B. Proffitt  
Steven M. Przesmicki  
Carlos A. Ramirez  
Marc A. Recht  
Aarti G. Reddy  
Michael G. Rhodes  
Michelle S. Rhyu, Ph.D.  
Giselle S. Rivers  
Jonathan W.M. Rivinus  
Zach (nmi) Robert  
Paul A. Roberts  
John W. Robertson  
Michelle L. Rogers  
Michael J. Rohr  
Kenneth J. Rollins  
Kevin K. Rooney  
Stephen H. Rosen  
Sacha D. Ross  
Joshua D. Rottner  
Christina (nmi) RoupasMadhuri (nmi) Roy  
Tracy (nmi) Rubin  
Sean S. Ruff  
Adam J. Ruttenberg  
Thomas R. Salley  
Lupe (nmi) Sampedro  
Robert D. Sanchez  
Ryan S. Sansom  
Jason M. Savich  
Martin S. Schenker  
Megan Arthur Schilling  
Michelle G. Schulman  
William J. Schwartz  
Richard C. Segal  
David J. Segre  
Josh (nmi) Seidenfeld  
John H. Sellers  
Sarah K. Sellers  
Sara H. Semnani  
Ian R. Shapiro  
Michael N. Sheetz  
Lei (nmi) Shen  
Ben (nmi) Shribman  
Jordan A. Silber  
David I. Silverman  
Stephen R. Smith  
Whitty (nmi) Somvichian  
Cullen D. Speckhart  
Geoffrey J. Spolyar  
Christopher J. StackHenry J. Stewart  
Justin (nmi) Stock  
Steven M. Strauss  
Sanya (nmi) Sukduang  
Marc R. Suskin  
C. Scott Talbot  
Alan W. Tamarelli  
Mark P. Tanoury  
Claire (nmi) Temple  
Craig E. TenBroeck  
Gregory C. Tenhoff (FORMER)  
Michael E. Tenta  
Rachel W. Thorn  
Courtney T. Thorne  
Jeffrey (nmi) Tolin  
Michael R. Tollini  
Steven J. Tonsfeldt  
Erin C. Trenda  
Michael (nmi) Tu  
Michael S. Tuscan  
Courtney M. Tygesson  
Jessica Valenzuela Santamaria (FORMER)  
Patrick Van Eecke  
Kristin E. VanderPas  
Ryan (nmi) Vann  
Joseph J. Vaughan  
Miguel J. Vega  
Aaron J. Velli  
David A. Walsh  
Mark B. Weeks(check if applicable) ☒ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**Rezoning Attachment to Par. 1(c)**DATE: October 26, 2022  
(enter date affidavit is notarized)168572cfor Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number (s))**PARTNERSHIP NAME & ADDRESS:** (enter complete name & number, street, city, state & zip code)

Cooley LLP [continued]

One Freedom Square, Reston Town Center  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190-5656(check if applicable) ☒ The above-listed partnership has no limited partners.**NAMES AND TITLES OF THE PARTNERS:** (enter first name, middle initial, last name, and title, e.g.,  
**General Partner, Limited Partner, or General and Limited Partner**)Mark R. Weinstein  
Peter H. Werner  
Scott B. Weston  
John (nmi) Wilkinson  
Charity R. Williams  
Drew S. Williamson  
David B. Wilson  
Adriana Lofaro Wirtz  
Denny (nmi) Won  
Amy M. Wood  
Elisabethann (nmi) Wright  
Aric H. Wu  
Summer J. Wynn  
Jingyi (nmi) Xu  
Babak (nmi) Yaghmaie  
Henry (nmi) Yin  
David R. Young  
Milton C. Yu  
Michael (nmi) Yu  
Xun (nmi) Zeng  
Christina (nmi) Zhang  
Lina (nmi) ZhouStacey (nmi) Song  
Bill B. Sorabella  
Frances Stocks Allen(check if applicable) ☐ There is more partnership information and Par. 1(c) is continued further on a  
"Rezoning Attachment to Par. 1(c)" form.

**REZONING AFFIDAVIT**

DATE: October 26, 2022  
(enter date affidavit is notarized)

168572c

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number(s))

1(d). One of the following boxes **must** be checked:

☐ In addition to the names listed in Paragraphs 1(a), 1(b), and 1(c) above, the following is a listing of any and all other individuals who own in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\*** of the land:

☒ Other than the names listed in Paragraphs 1(a), 1(b), and 1(c) above, no individual owns in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\*** of the land.

2. That no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household owns or has any financial interest in the subject land either individually, by ownership of stock in a corporation owning such land, or through an interest in a partnership owning such land.

**EXCEPT AS FOLLOWS:** (**NOTE:** If answer is none, enter "NONE" on the line below.)

NONE

(check if applicable) ☐ There are more interests to be listed and Par. 2 is continued on a "Rezoning Attachment to Par. 2" form.

## REZONING AFFIDAVIT

DATE: October 26, 2022  
(enter date affidavit is notarized)

168522C

for Application No. (s): PCA/CDPA/FDPA-2007-LE-007  
(enter County-assigned application number(s))

3. That within the twelve-month period prior to the public hearing of this application, no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household, either directly or by way of partnership in which any of them is a partner, employee, agent, or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent, or attorney or holds 10% or more of the outstanding bonds or shares of stock of a particular class, has, or has had any business or financial relationship, other than any ordinary depositor or customer relationship with or by a retail establishment, public utility, or bank, including any gift or donation having a value of more than \$100, singularly or in the aggregate, with any of those listed in Par. 1 above.

**EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on line below.)**

Springfield Town Center, which is not a party to this application, is the colloquial reference to a larger property that includes the parcels subject to the application. The Springfield Town Center is ultimately owned and controlled by Pennsylvania Real Estate Investment Trust. Through Charles E. Christensen a/k/a Eric Christensen, who is the General Manager of the Springfield Town Center and an agent for the title owners in this application, Springfield Town Center donated in excess of \$100 to both the Friends of Jeff McKay and the Friends of Rodney Lusk in 2022.

**(NOTE: Business or financial relationships of the type described in this paragraph that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings. See Par. 4 below.)**

(check if applicable) ☐ There are more disclosures to be listed and Par. 3 is continued on a "Rezoning Attachment to Par. 3" form.

4. That the information contained in this affidavit is complete, that all partnerships, corporations, and trusts owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land have been listed and broken down, and that prior to each and every public hearing on this matter, I will reexamine this affidavit and provide any changed or supplemental information, including business or financial relationships of the type described in Paragraph 3 above, that arise on or after the date of this application.

WITNESS the following signature:

(check one)

☐ Applicant

☒ Applicant's Authorized Agent

Elizabeth D. Baker, agent

(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 26 day of October 2022, in the State/Comm. of Virginia, County/City of Arlington.

My commission expires: 11/30/2023



Kimberly K. Follin  
Notary Public



## County of Fairfax, Virginia

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

September 7, 2022

Daniel J. Pascale  
6500 Springfield Mall c/o Mgmt.  
Office  
Springfield, VA 22150

**Tax Map Reference: 90-2 ((16)) C**  
**Property Address: N.A.**  
**Owner: Spring Mall Lot C, LLC**  
**Tax Exemption Case #: FR-001 2022**

Dear Mr. Pascale:

We have received your application for a partial real estate tax exemption under the Fairfax County Economic Incentive Program (Program) as provided by Article 29, Chapter 4 of the Fairfax County Code for the above referenced property. I have reviewed your application and find that the development as proposed is eligible for submission to the Board of Supervisors for consideration. Please note that, while the application does appear to conform with the statutory requirements of the program, final approval rests with the Board of Supervisors to determine whether the proposed development is a qualifying property under the ordinance. It is important to understand that the tax abatement is not guaranteed by virtue of the submission of this application.

The Board of Supervisors may approve your application for the program as a County Executive item at one of their regularly scheduled meetings. Please work with my staff to determine your Board meeting date for this matter.

If you have any questions, please contact Elizabeth Hagg at (703) 324-9300 or at [elizabeth.hagg@fairfaxcounty.gov](mailto:elizabeth.hagg@fairfaxcounty.gov).

Sincerely,

Tracy Strunk, Director  
Department of Planning and Development

Cc:

Jay Doshi, Director, Department of Tax Administration  
David Pellegrino, Assistant Director, Department of Tax Administration  
Thomas Reed, Director of Real Estate, Department of Tax Administration



### Department of Planning and Development

Director's Office  
12055 Government Center Parkway, Suite 1048  
Fairfax, Virginia 22035-5507  
Phone 703-324-9300  
Fax 703-653-1799  
[www.fairfaxcounty.gov/planning-development](http://www.fairfaxcounty.gov/planning-development)



## County of Fairfax, Virginia

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

September 7, 2022

Joshua G. Schrier  
6500 Springfield Mall c/o Mgmt.  
Office  
Springfield, VA 22150

**Tax Map Reference: 90-2 ((16)) D**  
**Property Address: N.A.**  
**Owner: Loisdale Development, LLC**  
**Tax Exemption Case #: FR-001 2022**

Dear Mr. Schrier:

We have received your application for a partial real estate tax exemption under the Fairfax County Economic Incentive Program (Program) as provided by Article 29, Chapter 4 of the Fairfax County Code for the above referenced property. I have reviewed your application and find that the development as proposed is eligible for submission to the Board of Supervisors for consideration. Please note that, while the application does appear to conform with the statutory requirements of the program, final approval rests with the Board of Supervisors to determine whether the proposed development is a qualifying property under the ordinance. It is important to understand that the tax abatement is not guaranteed by virtue of the submission of this application.

The Board of Supervisors may approve your application for the program as a County Executive item at one of their regularly scheduled meetings. Please work with my staff to determine your Board meeting date for this matter.

If you have any questions, please contact Elizabeth Hagg at (703) 324-9300 or at [elizabeth.hagg@fairfaxcounty.gov](mailto:elizabeth.hagg@fairfaxcounty.gov).

Sincerely,

Tracy Strunk, Director  
Department of Planning and Development

Cc:

Jay Doshi, Director, Department of Tax Administration  
David Pellegrino, Assistant Director, Department of Tax Administration  
Thomas Reed, Director of Real Estate, Department of Tax Administration



### Department of Planning and Development

Director's Office  
12055 Government Center Parkway, Suite 1048  
Fairfax, Virginia 22035-5507  
Phone 703-324-9300  
Fax 703-653-1799  
[www.fairfaxcounty.gov/planning-development](http://www.fairfaxcounty.gov/planning-development)

INFORMATION – 1

Presentation of the Fiscal Year (FY) 2022 Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR)

Annually, pursuant to the Code of Virginia (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for FY 2022 have been audited by Cherry Bekaert LLP, and Cherry Bekaert's opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's ACFR (Attachment 1). A representative from Cherry Bekaert is participating in the meeting.

In addition to meeting the requirements of the Code, the audit was designed to meet federal regulations as outlined in Title 2 of the Code of Federal Regulation, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Known as the Single Audit, this is a special type of compliance audit applicable to federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. Cherry Bekaert's report related specifically to this audit activity is provided as a separate report and is included as a part of Attachment 2.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses. In response to the Board's request, Attachment 3 is a memorandum summarizing any audit findings and management responses to those findings.

The ACFR presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The FY 2021 annual financial report for the County was awarded the GFOA's Certificate

Board Agenda Item  
December 6, 2022

of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA, for the 44th time.

Attachment 4 is the FY 2022 Popular Annual Financial Report (PAFR). To meet the varied needs of our citizens, legislative and oversight bodies, financial managers, investors, and others, the ACFR presents a large and complex volume of financial information presented at an extremely detailed level. Conversely, the PAFR is designed to offer those with a general interest in the County's financial activities a less detailed glimpse at selected data from the ACFR, presented in a highly readable format.

The GFOA PAFR award program annually recognizes high quality reports that meet the GFOA's criteria for reader appeal, understandability, dissemination, and other related requirements. We are extremely pleased to have received the award for Popular Annual Financial Reporting for the FY 2021 PAFR. First produced in FY 2017, this is the 5th consecutive year the award has been received. The FY 2022 report will be submitted to the GFOA for peer review and award consideration.

ENCLOSED DOCUMENTS:

Attachment 1 – The FY 2022 Annual Comprehensive Financial Report (ACFR) can be found online at:

<https://www.fairfaxcounty.gov/finance/financialreporting/annualcomprehensivefinancialreport>

Attachment 2 – Cherry Bekaert's required communications document titled "Fairfax County Board of Supervisors Reports"

Attachment 3 – Memorandum summarizing any audit findings and management responses

Attachment 4 – The FY 2022 Popular Annual Financial Report (PAFR) can be found online at:

<https://www.fairfaxcounty.gov/finance/financialreporting/popularannualfinancialreport>

STAFF:

Christina C. Jackson, Chief Financial Officer

Philip Hagen, Director, Department of Finance

Tanya D. Burrell, Deputy Director, Department of Finance

Richard M. Modie, Jr., Chief, Financial Reporting Division, Department of Finance

# **FAIRFAX COUNTY BOARD OF SUPERVISORS REPORTS**

*For the Fiscal Year Ended June 30, 2022*

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS REPORTS  
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YEAR ENDED JUNE 30, 2022**

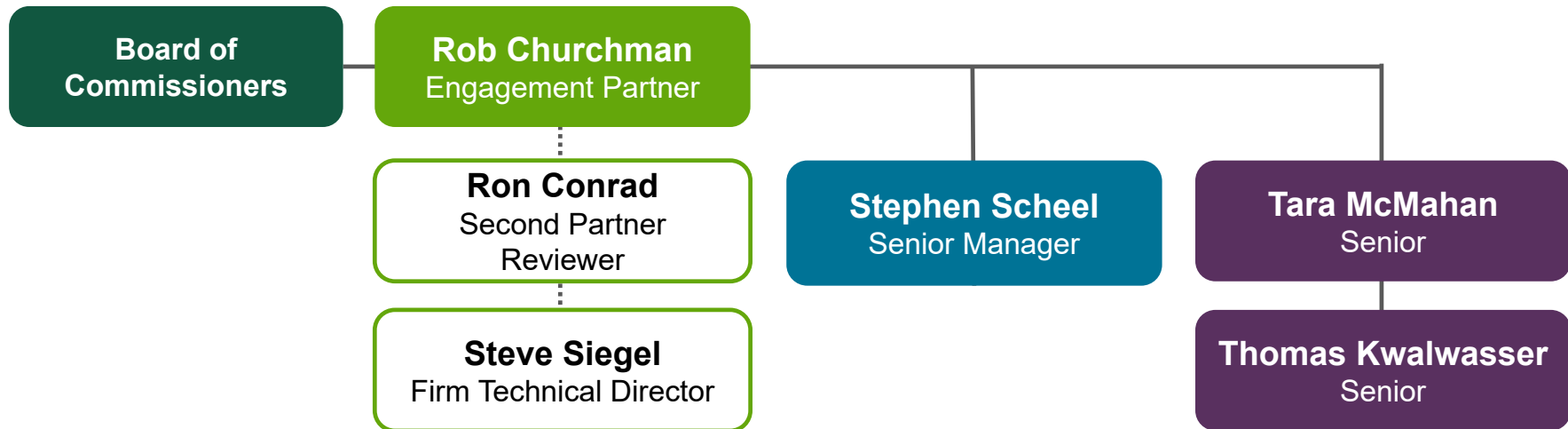
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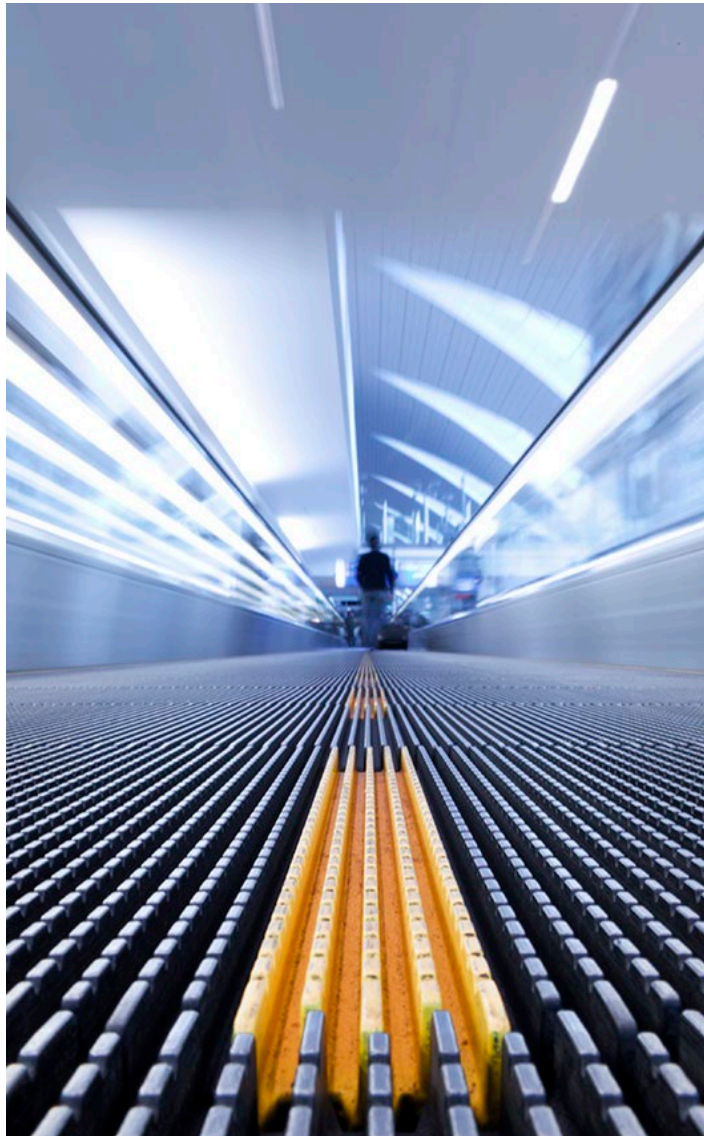


Fairfax County, Virginia  
**Audit Executive Summary**

November 18, 2022

# Client Service Team





# Agenda

- ▶ Results of the Audit
- ▶ Significant Audit Matters
- ▶ Internal Controls
- ▶ Corrected and Uncorrected Misstatements
- ▶ Required Communications
- ▶ Other Matters
- ▶ Reporting Changes

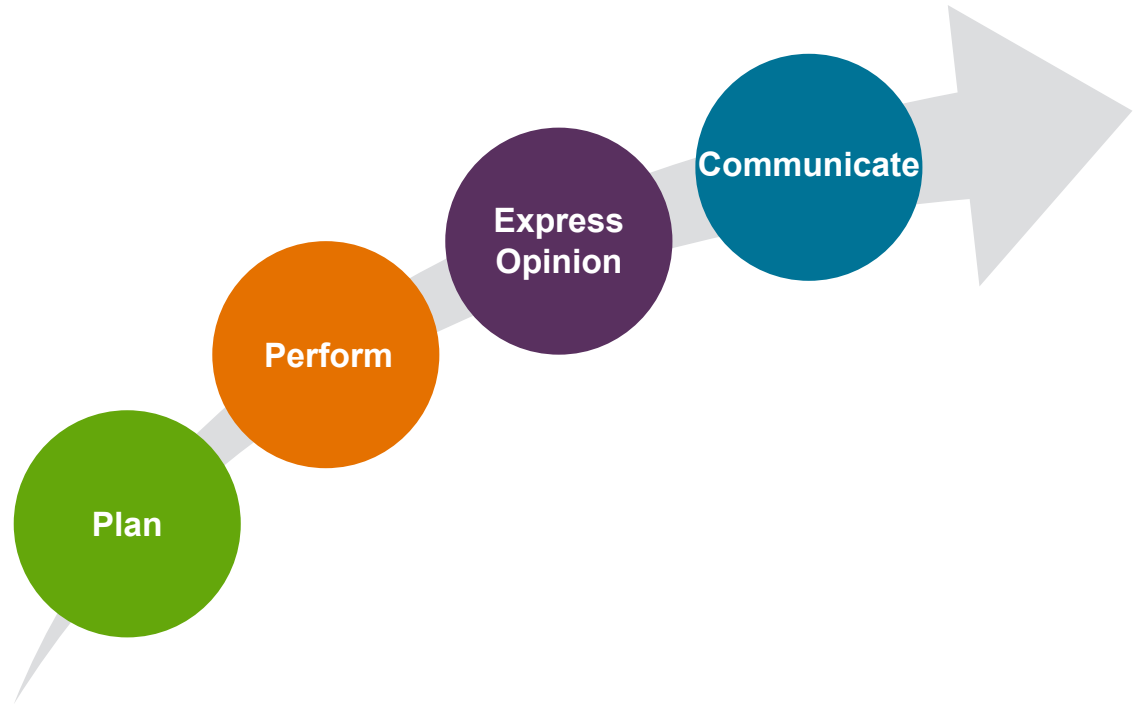
This information is intended solely for the use of the Board of Supervisors of Fairfax County, Virginia and is not intended to be, and should not be, used by anyone other than these specified parties.



# Results of the Audit

We have audited the financial statements of Fairfax County, Virginia (the “County”), as of and for the year ended June 30, 2022, and have issued our report thereon dated November 18, 2022.

We have issued unmodified opinions on the financial statements.



# Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.



# Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

## Corrected Misstatements

► None noted.



# Corrected and Uncorrected Misstatements

## Uncorrected Misstatements

There was one immaterial misstatement affecting the governmental activities and nonmajor governmental funds: net position/fund balance as of July 1, 2021 were understated and expenses/expenditures for the year ended June 30, 2022 were understated by \$9.8 million due to the recognition of funds advanced to community based organizations under the Emergency Rental Assistance program as expenses/expenditures in the prior year.

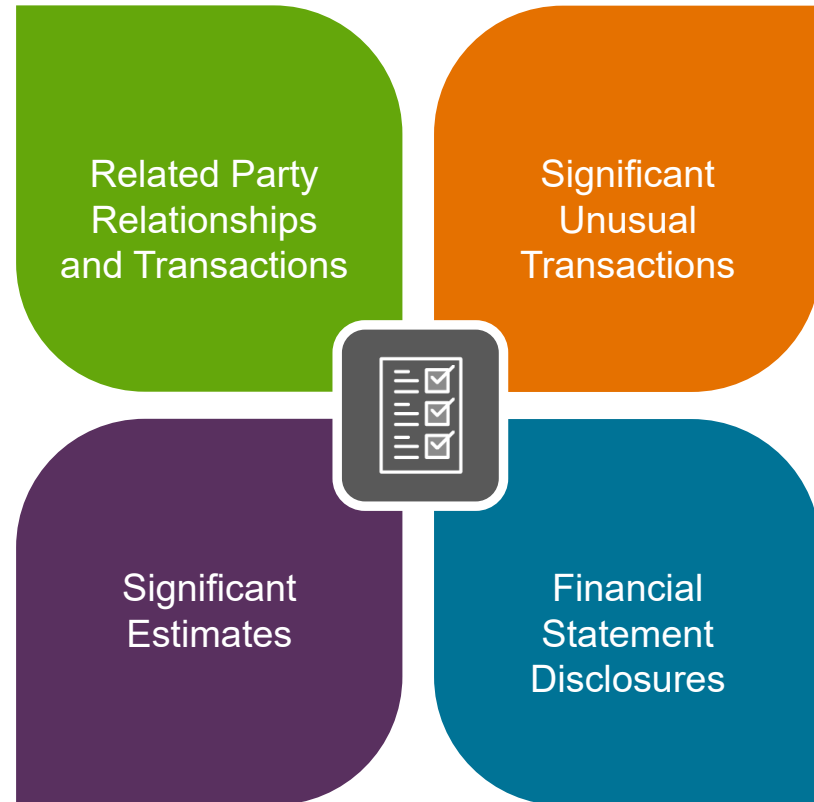


# Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements.

As described in Notes F, J, M, and N, the County changed accounting policies related to the reporting of leases by adopting GASB Statement 87, *Leases*, effective July 1, 2021. Accordingly, the accounting change has been retrospectively applied.

We noted no inappropriate accounting policies or practices.

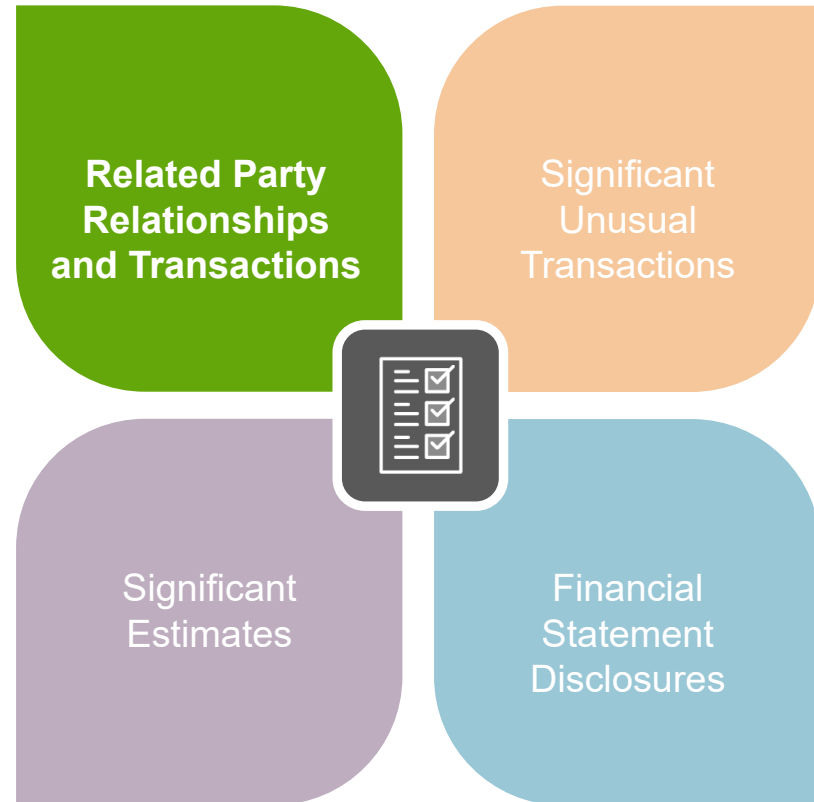


# Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the County's identification of, accounting for, and disclosure of the County's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

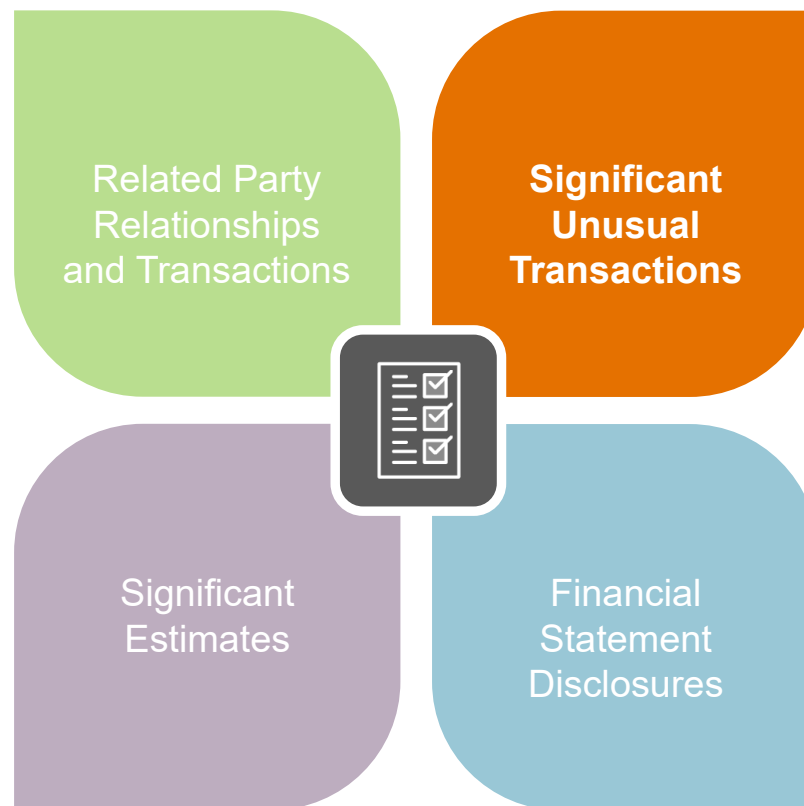
- Related parties or related party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the County's policies or procedures or for which exceptions to the County's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions; and
- Difficulties in identifying the party that ultimately controls the County.



# Qualitative Aspects of Accounting Practices

We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

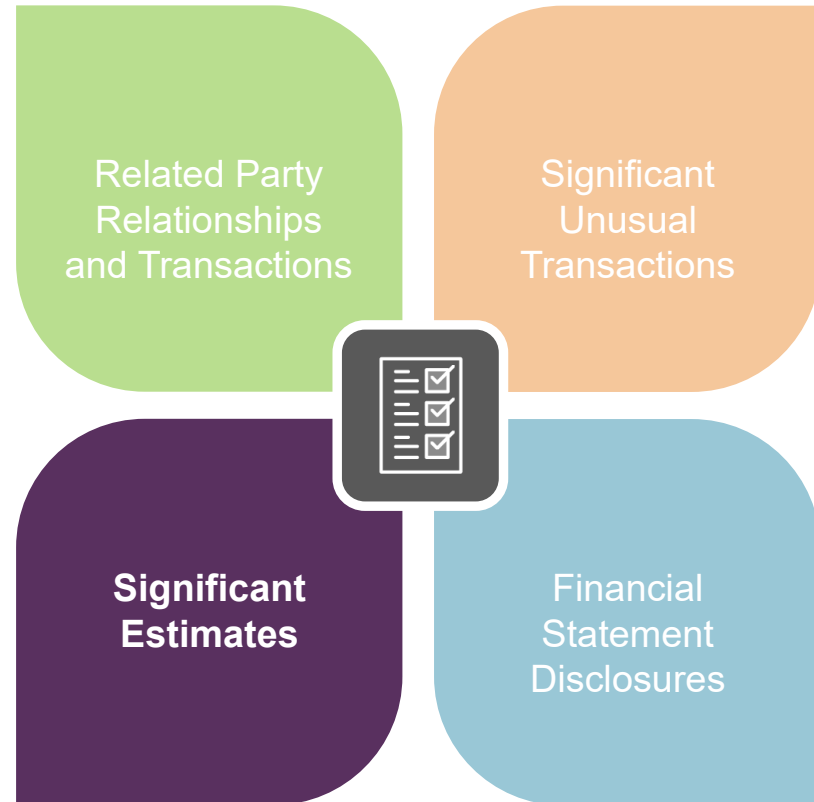
For purposes of this presentation, professional standards define significant unusual transactions as transactions that are outside the normal course of business for the County or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant unusual transactions during our audit.



# Qualitative Aspects of Accounting Practices

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

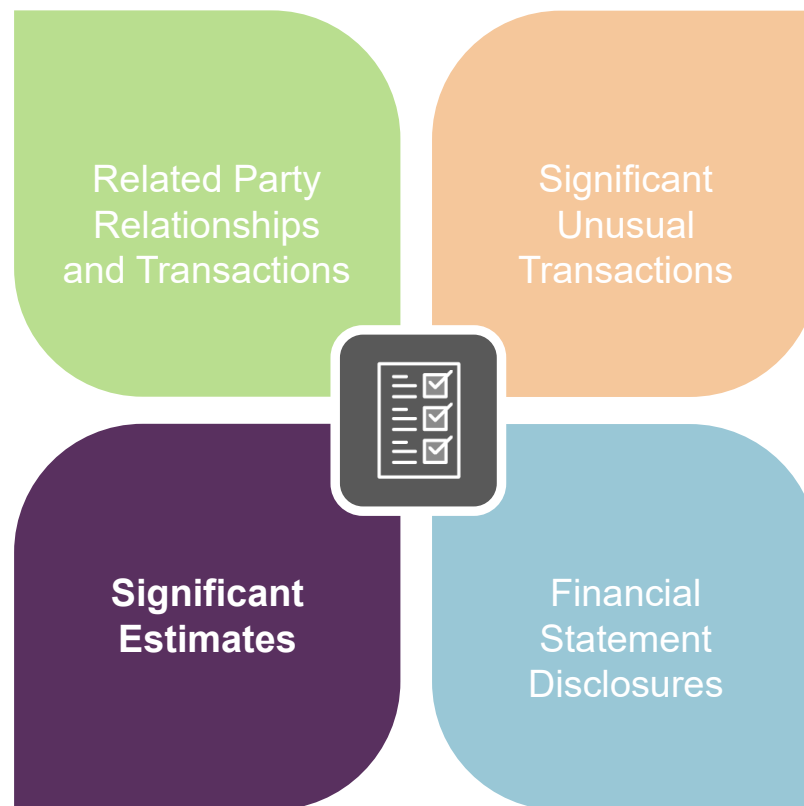
- Management's estimate of the allowance for doubtful accounts is based on management's conclusion that specific accounts are at significant risk of collection or are no longer considered collectible.
- Management's estimate of the useful lives of property and equipment is based on management's analysis of the assets' life expectancy.



# Qualitative Aspects of Accounting Practices

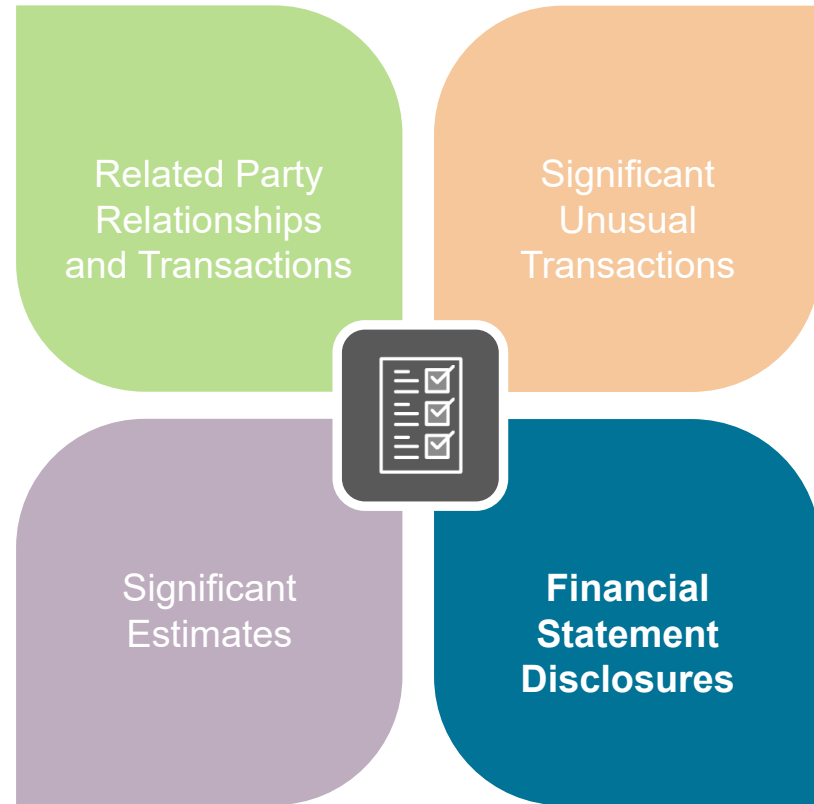
- Management's estimate of the pension and other postemployment benefits (OPEB) liabilities is based on management's inputs and actuarial determination.
- Management's estimate of the self-insurance and health benefits liabilities is based on management's inputs and actuarial determination.
- Management's estimate of the landfill closure and post-closure obligations is based on certified engineering report and management's assumptions.
- Management's estimate of net asset value of certain not readily marketable securities for the fiduciary funds.
- Management's estimate of accruals for unbilled accounts receivable and unreceived invoices for accounts payable in the Integrated Sewer System fund is based on management's assumptions.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.



# Qualitative Aspects of Accounting Practices

The financial statement disclosures are neutral, consistent, and clear.



# Independence Considerations

## Nonattest Services

- ▶ Our firm assisted with the preparation of the financial statements of the Fairfax County Redevelopment and Housing Authority, as of and for the year ended June 30, 2022.

## Independence Conclusion

- ▶ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- ▶ We are independent of the County and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits.



# Other Required Communications

## Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## Disagreements with Management

Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report.

We are pleased to report that no such disagreements arose during the course of our audit.

## Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

## Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 18, 2022.



# Other Required Communications

## Management Consultations

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations.

To our knowledge, there were no such consultations with other accountants.

## Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year.

These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## Fraud and Illegal Acts

As of the date of this presentation no fraud, illegal acts, or violations of laws and regulations noted.

## Going Concern

No events or conditions noted that indicate substantial doubt about the entity's ability to continue as a going concern.



# Other Matters

## Supplementary Information

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.



## Annual Report



The County's audited financial statements are included in its annual report. We do not have an obligation to perform any procedures to corroborate the other information contained in the annual report.

## Required Supplementary Information

We applied certain limited procedures to the required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the other supplementary information, which accompanies the financial statements but which is not RSI.



# Emphasis of Matter

## GASB 87 Restatement

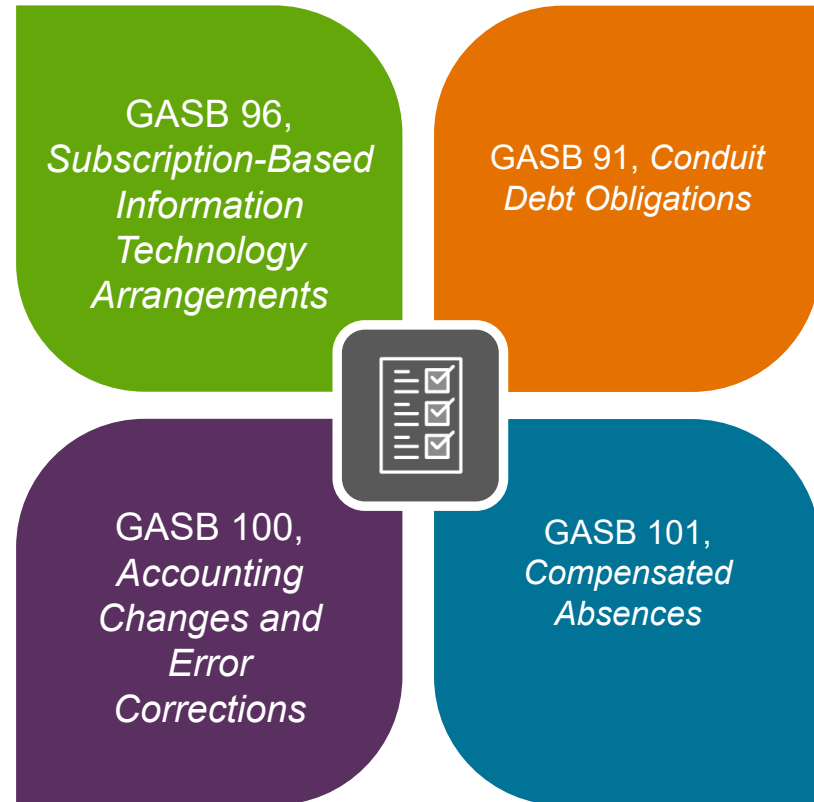
As discussed in Notes F, J, M, and N to the financial statements, the County implemented GASB Statement No. 87, *Leases*. The implementation of that Statement resulted in a restatement of net position as of July 1, 2021. See Notes F, J, M, and N for further information. Our opinions are not modified with respect to that matter.



# Upcoming Financial Reporting Changes

These standards will be effective for the County in the upcoming years and may have a significant impact on the County's financial reporting.

We would be happy to discuss with management the potential impacts on the County's financial statements and how we may be able to assist in the implementation efforts.



# Questions?

Rob Churchman  
Partner  
[rchurchman@cbh.com](mailto:rchurchman@cbh.com)  
(804) 647-8836

Stephen Scheel  
Senior Manager  
[sscheel@cbh.com](mailto:sscheel@cbh.com)  
(352) 214-1487

#### About Cherry Bekaert

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CBH.com





September 7, 2022

**VIA EMAIL:**

christopher.pietsch@fairfaxcounty.gov

Mr. Christopher J. Pietsch, Director  
Department of Finance

Ms. Lee Ann Pender, Acting Director  
Department of Procurement and Material Management

County of Fairfax, Virginia  
12000 Government Center Parkway  
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Pender:

This engagement letter between the County of Fairfax, Virginia and related component units (e.g., Discrete {Fairfax County Redevelopment and Housing Authority, Fairfax County Economic Development Authority, Fairfax County Park Authority, Fairfax County Public Schools} and blended {Solid Waste Authority of Fairfax County, Small District One, Small District Five, Dulles Rail Phase I Transportation Improvement District, Dulles Rail Phase II Transportation Improvement District, and Mosaic District Community Development Authority}) (hereafter referred to as the "County" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the County.

## Summary of services

We will provide the following services to the County, as of and for the year ended June 30, 2022:

### Audit and attestation services

1. We will audit the basic financial statements of the County, as of and for the year ended June 30, 2022, including the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information.
2. We will audit the Other Supplementary Information, per the County's financial statements' Table of Contents; the Other Supplementary Information, per the stand-alone financial statements' Table of Contents for the Fairfax County Uniformed Retirement System, the Fairfax County Employees' Retirement System, the Fairfax County Police Retirement System and the Educational Employees' Supplementary Retirement System of Fairfax County; and the Schedule of Expenditures of Federal Awards (the "SEFA"), as presented in the separately issued Single Audit reporting package. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

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**County of Fairfax, Virginia**  
**September 7, 2022**  
**Page 2**

financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (the "GAAS").

3. We will apply limited procedures to the Required Supplementary Information (the "RSI" e.g., Management's Discussion and Analysis (the "MD&A"), budgetary comparison schedules, pension and other postemployment schedules), which will consist of inquiries of County's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.
4. The Introductory and Statistical sections accompanying the financial statements will not be subjected to the auditing procedures applied to our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.

We will issue written reports in accordance with GAAS, *Government Auditing Standards*, and the Commonwealth of Virginia's Auditor of Public Accounts' (the "APA") *Specifications for Audits of Counties, Cities and Towns* or *Specifications for Audits of Authorities, Boards and Commissions* (the "Specifications"), as applicable, on the results of our audit procedures for the following entities:

- Fairfax County Redevelopment and Housing Authority (the "Authority")
- Fairfax County Economic Development Authority
- Fairfax County Park Authority
- Fairfax County Public Schools
- Fairfax County Integrated Sewer System (enterprise fund of the County)
- Fairfax County Uniformed Retirement System
- Fairfax County Employees' Retirement System
- Fairfax County Police Retirement System
- Educational Employees' Supplementary Retirement System
- State Route 28 Highway Transportation District

We will also issue the following reports:

- Report of Independent Auditor for use with Official Statements ("Liftable")
- Management Letter detailing any operational observations noted (if applicable)

### **Nonattest accounting and other services**

We will provide the following additional services:

1. Assist in the preparation of the financial statements and footnotes for the Authority from the trial balances and supporting information that you will provide.
2. Complete the appropriate sections of and sign the Data Collection Form.

All agreed upon procedures and examination reports under contract #4400006639 will be covered under a separate engagement letter.

**County of Fairfax, Virginia**  
**September 7, 2022**  
**Page 3**

## **Your expectations**

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the County's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County recognizes that our professional standards require that we be independent from the County in our audit of the County's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the County should not expect that we will act only with due regard to the County's interest in the performance of this audit, and the County should not impose on us special confidence that we will conduct this audit with only the County's interest in mind. Because of our obligation to be independent of the County, no fiduciary relationship will be created by this engagement or audit of the County's financial statements.

The engagement will be led by Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

## **Audit and attestation services**

Our audit will be conducted in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; OMB *Guidance for Grants and Agreements* (2 CFR 200) and the Specifications. The objective of our audit is to obtain reasonable assurance about whether the County's financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the County's financial statements are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP") and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards* and the Specifications

**County of Fairfax, Virginia**  
**September 7, 2022**  
**Page 4**

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance")

**Auditor's responsibilities for the audit of the financial statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures as deemed necessary to enable us to express such opinions about whether the financial statements are fairly presented, in all material respects, in conformity with GAAP. We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Update our understanding of the County and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risk, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Update our understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

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## **Nonattest accounting and other services**

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming County's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the County has obtained no rights to use such software or templates and that Cherry Bekaert's use of the County's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

## **Accounting services**

We will advise County's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the County's financial statements. The County's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the County's financial statements. If, while reviewing the journal entries, the County's management determines that a journal entry is inappropriate, it will be the County's management's responsibility to contact us to correct it.

## **Financial statement preparation**

We will assist in the preparation of the Authority's financial statements and related notes, based on information provided by the Authority. However, the responsibility for the Authority's financial statements and notes remains with the Authority's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of

**County of Fairfax, Virginia**  
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assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

### **Data collection form**

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County; however, it is the County's management's responsibility to submit the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

### **County's management responsibilities related to accounting and other services**

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the County's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

### **County's management responsibilities related to the audit**

The County's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the County's management and financial information is reliable and properly reported. The County's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, SEFA and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The County's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and

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fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) the County's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is the County's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The County's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the SEFA (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the SEFA in any document that contains and indicates that we have reported on the SEFA. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the SEFA in accordance with the Uniform Guidance, (2) you believe the SEFA, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes, and (4) the County has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is

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fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The County's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The County's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing County's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The County's management agrees to assume all management responsibilities relating to the financial statements, SEFA and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, SEFA and disclosures, and that you have reviewed and approved the financial statements, SEFA, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The County's management is responsible for disclosing to us all documents that comprise the annual report and preparation of the annual report. You agree you will provide us with the final version of all documents comprising the annual report prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report. If obtaining the final version of these documents is not possible prior to the date of the auditor's report, then the documents will be provided as soon as practicable, and the County will not issue the annual report prior to providing them to the us and allowing sufficient time to apply required audit procedures. If the documents comprising the annual report are provided after the date of the auditor's report, and we concluded that there is a material inconsistency or misstatement, then we will take appropriate actions, which may include communicating the matter to those charged with governance or obtaining legal advice.

## **Reporting**

Our report will be addressed to the County Board of Supervisors. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

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We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

## **Management Representations**

The Firm will rely on the County's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

## **Fees**

As detailed in our letter dated January 8, 2016, the County and Cherry Bekaert have agreed that the increase in audit fee and Rate Per Hour for additional services for fiscal year 2017 and each subsequent fiscal year will be determined as provided for within section 12.1 of the Request for Proposal, which utilizes the Bureau of Labor Statistics, Consumer Price Index (CPI-U), Table 10, U.S. City Averages for the South Atlantic region. And, as further defined in May 2017, we will use the percent change to the most recent December from the December prior for Table 10 for this and all future billing years.

As further defined in May 2018, due to unavailability of Table 10 referenced above, the County and Cherry Bekaert have agreed to utilize the percent change from the most recent January from the January prior of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Arlington-Alexandria, DC-VA-MD-WV area (<https://www.bls.gov/cpi/tables/home.htm> > Supplemental Files/Archived CIP Supplemental Files > Table 4).

As such, the percentage rate increase is 6.0%, which makes the fiscal year 2022 base audit fee: \$1,458,486.36. The fees will be billed periodically. Invoices are due on a Net 30 basis.

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If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call Rob Churchman at (804) 673-5733.

Sincerely,

**CHERRY BEKAERT LLP**

*Cherry Bekaert LLP*

ATTACHMENT – Engagement Letter Terms and Conditions

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FAIRFAX COUNTY, VIRGINIA

ACCEPTED BY: *Lee Ann Pender*  
TITLE: *Director / Purchasing Agent* DATE: *9-8-2022*

ACCEPTED BY:   
AEF7273BBCTC4EE...

TITLE: Director of Finance DATE: 2022 September 9 | 13:52:46 ET

## **Cherry Bekaert LLP**

### **Engagement Letter Terms and Conditions**

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The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

#### **Limitations of the audit report**

Should the County wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the County will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

#### **Limitations of the audit process**

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the County's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree that the County will cooperate fully with any procedures we deem necessary to perform with respect to these matters. No additional fees, including legal fees, will be billed to the County without the prior written approval of the Purchasing Agent per the terms and conditions of the RFP.

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We will issue a written report upon completion of our audit of the County's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

### **Audit procedures – general**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the County's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by the County's management or employees acting on behalf of the County. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the County's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; SEFA; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS.

## Audit procedures – internal controls

Our audit will include obtaining an understanding of the County and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the County's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## Audit procedures - compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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## Nonattest services

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the County's designated individual will assume all the County's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the County's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the County's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

## Communications

At the conclusion of the audit engagement, we may provide the County's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the County make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the County. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the County, (4) the process used by County's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the County's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the County's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the County's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the County's management related to the performance of the audit.

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## Other matters

### Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the County may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the County, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the County, and other third party providers utilized by either party in connection with the engagement.

### Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of

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Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

### Cherry Bekaert's subcontractor

In the normal course of business, Cherry Bekaert utilizes a direct subcontracting firm that is employed one hundred percent of its time to serve Cherry Bekaert's clients. As such, the subcontractor is treated as a member of our engagement team and will be supervised completely by Cherry Bekaert engagement team members, with no direct interaction with County personnel. As a member of our engagement team, the subcontractor will not be the lead auditor in any area for which we have assessed high risk and will generally participate in 15% of our total audit and attestation hours incurred. The subcontractor will at all times follow Cherry Bekaert policies (e.g., confidentiality) and those of the appropriate standards setting organizations (e.g., AICPA {GAAS}, OMB {*Government Auditing Standards*}). Consistent with Cherry Bekaert personnel, the subcontractor will be compliant with the AICPA and *Government Auditing Standards* requirements for continuing professional education while serving the County.

### Subpoenas

In the event we are requested or authorized by the County, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

### Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

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### No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

### Statute of limitations

The County agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The County and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

### Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the County's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the County will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the County with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the County will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new auditing or accounting standards that impact the County for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the County concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

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The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

This engagement letter, along with the Request for Proposal, all Addenda, our Proposal, our Cost Proposal, including those revised, and all Amendments and Attachments to Amendments, and the Acceptance Agreement #4400006639 (herein referred collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether oral or written that have not been made a part of the Contract Documents. Any subsequent changes to the terms of this letter, including additional billings, will be rendered in writing and shall be executed by both parties and made legal by an amendment to the Contract Documents. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control. Any provisions contained herein that are inconsistent with the provisions of the contract do not apply, and the provisions of contract #4400006639 take precedence.



September 9, 2022

**VIA EMAIL:**

christopher.pietsch@fairfaxcounty.gov

Mr. Christopher J. Pietsch, Director  
Department of Finance

Ms. Lee Ann Pender, Acting Director  
Department of Procurement and Material Management

County of Fairfax, Virginia  
12000 Government Center Parkway  
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Pender:

This letter of arrangement between County of Fairfax, Virginia (the "County" or "you" or "your") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "our" or "us") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to assure that our professional services are performed to achieve the mutually agreed-upon objectives of the County.

## Summary of services

We will apply the agreed-upon procedures, which specified parties described below in the Summary of Services section have specified, listed below, to subject matters (described below in the Summary of Services section), as of and of the County for the period ending June 30, 2022. The County agrees to and acknowledges that the procedures are appropriate for the intended purpose of these engagements, which is solely to assist specified parties described below in the Summary of Services section in determining the County's compliance.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion on subject matters described in the Summary of Services section. In addition, we have no obligation to perform any procedures beyond those listed below.

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We will issue a report upon completion of our engagement listing the procedures performed and our findings. Our report will be addressed to the County Board of Supervisors and the Commonwealth of Virginia's related departments. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

If circumstances occur relating to the condition of your records, the availability of evidence, or the existence of a significant risk of material misstatement of the subject matter caused by error or fraud, which in our professional judgment prevent us from completing the engagement or reporting findings on the subject matter, we retain the right to take any course of action permitted by professional standards, including declining to report findings or issue a report, or withdrawing from the engagement.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws and regulations affecting the subject matters (described below in the summary of services section) that come to our attention. In addition, if in connection with this engagement, matters come to our attention that contradict the subject matters (described below in the summary of services section), we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

In connection with any of the agreed-upon procedures noted herein, we will provide a copy of all schedules or other support for you to maintain as part of your books and records. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by

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Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The procedures include:

***APA Comparative Report Transmittal***

We will apply the agreed-upon procedures, which the Auditor of Public Accounts of the Commonwealth of Virginia (the "APA") and the County have specified, as listed below. This engagement is solely to assist the County in evaluating management's assertion about whether the Comparative Report Transmittal Forms comply with the requirements of the *Uniformed Financial Reporting Manual* (the "Manual"), as of and for the fiscal year ended June 30, 2022.

1. We will read the requirements for the completion of the forms as set forth in the Manual and identify differences between the County's accounting policies and the requirements of the Manual.
2. We will compare the information contained on Form 050 to the County's basic financial statements and will determine whether any reconciling items are compliant with the requirements of the Manual by comparing the reconciling items descriptions to the reconciling items descriptions permitted by the Manual.
3. We will read any comments made by the APA during the desk review of the County's forms submitted in the prior year and determine whether the current year forms incorporate these comments.
4. We will read the Verify Report and the Edits Report to determine whether the APA's automated forms identified any exceptions.
5. We will compare current and prior year forms to determine whether there are any differences or changes.
6. We will read joint activity forms (Forms 110A, 110B, 310A) prepared by other local governments, authorities or auditors and compared Forms 110A, 110B and 310A to information submitted by the other governments, authorities, or auditors.

***Landfill and Solid Waste Transfer Facility***

We will apply the agreed-upon procedures for landfill closure of the County based upon the mandates of the Environmental Protection Agency and the Virginia Department of Environmental Quality, as listed below, for the fiscal year ended June 30, 2022. This engagement is solely to assist the County with respect to demonstrating compliance with the local government financial test as required to meet the financial assurance requirements, in accordance with Section 20-70-210 of the *Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities*, relating to the closure, post-closure care and corrective action costs of owning and operating a municipal solid waste landfill facility. We understand that the landfill closure will be presented in conformity with GAAP. Specifically, we will perform the following:

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1. We will compare the total financial assurance liability per the letter from the Solid Waste Management Program, to the landfill closure and postclosure obligations per the County's comprehensive annual financial report, as of and for the fiscal year ended June 30, 2022, and determine whether they agree.
2. We will recompute totals and percentages used in calculating the conditions of the test for the fiscal year ended June 30, 2022.

***Sheriff's Internal Controls***

We will apply the agreed-upon procedures which were agreed to by the County, and the APA, solely to assist the County in evaluating its assertion that the Sheriff's office has maintained effective internal controls over compliance adequate for complying with the *Virginia Sheriffs' Accounting Manual* ("Manual") and the *Code of Virginia*, Section 15.2-1609 through 15.2-1625, as of and for the fiscal year ended June 30, 2022, in accordance with the Specifications. This engagement is solely to assist the Sheriff and the County in complying with the requirements the Manual and the *Code of Virginia*, Section 15.2-1609 through 15.2-1625. Specifically, we plan to perform the following:

1. Select a sample of 2 monthly bank reconciliations for the Commissary, Telephone Commissions, Fees, Seized Asset and Inmate Trust Fund accounts and determine whether the bank statement was reconciled to the general ledger and that a review of the reconciliation was performed.
2. Count the petty cash on hand plus reimbursable receipts to determine if it agrees to the established petty cash balance.
3. Select a sample of the lesser of 25 or 10% of all inmate receipts and determine whether the
  - a. receipt agrees to supporting documentation
  - b. receipt agrees to the posting in the inmate account
  - c. daily deposit agrees to the bank statement and was made the next business day following receipt
4. Select a sample of the lesser of 25 or 10% of inmate disbursements and determine whether the
  - a. disbursement agrees to supporting documentation
  - b. disbursement agrees to the posting in the inmate account
  - c. payee and amount per the check stub agrees to the supporting documentation
  - d. request for funds form was signed by the inmate and staff member
5. Select a sample of 4 reimbursements for housing of prisoners and determine whether the
  - a. billing rate agrees to the contract
  - b. amount billed agrees to the amount received by the Treasurer
  - c. amount received agrees to the general ledger posting
6. Select a sample of 5 weekly credit card reconciliations and determine whether the
  - a. amount per the bank transactions report agrees to the receipts and supporting documentation
  - b. general ledger posting agrees to the reconciliation

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7. Select a sample of the lesser of 25 or 10% of Sheriff sales and determine whether
  - a. a writ of fieri facias was issued by the Fairfax County General District Court
  - b. a Sheriff sales form was signed by the Sheriff or Deputy Sheriff
  - c. a Sheriff sales notice was issued
  - d. the total proceeds from the sale less 10% Sheriff fee was paid to the plaintiff

***Activity of Inmate Canteen and Other Auxiliary Funds***

We will apply the following agreed-upon procedures, which the APA and the County have specified in Section 2-7 of the Specifications and the *Code of Virginia*, Section 53.1-127.1, solely to assist the County in evaluating its assertion that the County has maintained effective internal control over compliance adequate for complying with the *Virginia Sheriff's Accounting Manual* (the "Manual") and the *Code of Virginia*, Sections 15.2-1609 through 15.2-1625 (the "Code"), as of and for the year ended June 30, 2022.

1. We will compare the revenue and expense amounts from the fiscal year 2022 Jail Cost Template for Reporting Jail Canteen and Other Revenue and expense Information to the general ledger.
2. Select a sample of the lesser of 25 or 10% of other inmate fees (work release and home electronic monitoring) and determine whether
  - a. a community release agreement is signed by the inmate and sergeant Deputy and inmate financial plan is signed by the inmate.
  - b. the fee was for the appropriate amount and agrees to the posting in the individual inmate account.
  - c. for the EIP program, fax was sent by the Alternative Incarceration Branch (AIB) to the Finance Department, notifying that the inmate has applied and qualified to be in the program.
3. Select a sample of 2 months of other inmate fees and determine whether the funds were paid to the County Treasurer and that the amount and payee per the check stub agrees to the accounting records.
4. Select a sample of 25 medical charges and determine whether
  - a. The charge agrees to the professional services charge sheet signed by the inmate and medical professional.
  - b. The charge agrees to the posting to the inmate account.
  - c. The charge agrees to the fee schedule.
5. Select a sample of the lesser of 25 or 10% of disbursements from the commissary account and the lesser of 25 or 10% of disbursements from the telephone account and determine whether
  - a. The disbursement was approved by signature on the invoice or check request form.
  - b. The disbursement was supported by invoice or other supporting document.
  - c. The disbursement is an allowable purchase for the benefit of inmates.
6. Select a sample of the lesser of 25 or 10% of commissary sales transactions and determine whether
  - a. The sale was supported by a signed receipt.
  - b. The sale was deducted from the proper inmate account in the proper amount.

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***State Route 28 Highway Transportation Improvement District (District)***

We will apply the agreed-upon procedures which were agreed to by the County, and the APA, solely to assist you in evaluating the County's compliance with Section 3-14 of the Specifications by performing the specific testing steps outlined therein, as of and for the fiscal year ended June 30, 2022. This engagement is solely to assist the County in the requirements, as required by the APA, by performing the following procedures:

1. We will determine that the County and the District approved amendments made to the local contract during the fiscal year.
2. We will obtain the District's Commission's request to the Board for the levy of the special improvements tax and determine that:
  - a) the District Commission's request for the levy and collection of the special improvements tax was made by April 1 of the prior fiscal year;
  - b) the special assessment tax rate was sufficient to meet the District's obligation for the fiscal year as set forth in Section 401 of the District contract, and
  - c) there were no zoning changes during the fiscal year that affected the classification of property within the primary Highway Transportation Improvement District.
3. We will obtain a listing of taxable real estate subject to the special improvements tax and the special improvements tax rate for the fiscal year and:
  - a) make a recalculation of the original levy by multiplying the assessed value of property and leasehold interests by the related special improvements tax rate and computed the net levy by adjusting the original levy for supplemental assessments, if applicable;
  - b) determine that the special improvements rate was levied at or below the maximum rate permissible, set at \$0.20 per \$100 of assessed fair market value, as applicable under District Contract Section 401 (f);
  - c) determine that the special assessments tax rate was assessed at below the maximum rate, ensured the conditions set forth in the District Contract Section 401 (b) have been met, and
  - d) select a sample of 25 property and leasehold interests within the primary District and determine that the special improvements tax levy was properly assessed and collected.
4. In testing the activity in the Authority Revenue Stabilization Fund (ARSF), we will determine:
  - a) that excess revenues (amounts exceeding required debt service payments) were paid to the fund after the required debt service payments in a fiscal year, and
  - b) that the fund was fully funded, and the excess revenues for the fiscal year have been applied to the District Project Completion Fund.
5. We will determine that the proceeds from the special improvements tax were paid to US Bank, the County's Fiscal Agent, by the first day of each month.

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6. We will obtain the two financial reports from US Bank for the fiscal year and agree the amount of Special Tax Revenue presented on the reports to the County's general ledger.
7. We will obtain the County prepared schedule disclosing unremitted special tax revenue at July 1, 2020, collections, transfers to US Bank, and the unremitted balance at June 30, 2022 and determine that the amounts agreed to the County's general ledger.
8. We will obtain a list of all properties within the District for which the County has changed zoning classifications from commercial or industrial use to residential use during the fiscal year and determine that the lump-sum payments were computed and collected as prescribed in the District Contract.

***U.S. Department of Housing and Urban Development, Real Estate Assessment Center (HUD, REAC)***

We will apply the agreed-upon procedures which the U.S Department of Housing and Urban Development, Real Estate Assessment Center, has specified, as listed below, to the electronic submission and related hard copy documents listed below of the County, as of and for the fiscal year ended June 30, 2022.

1. Compare the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Document(s)" column as shown in the chart below.

Procedure	UFRS Rule Information	Hard Copy Document(s)
1	Balance Sheet and Revenue and Expense (data line items 111 to 13901)	Financial Data Schedule, All CFDA's, If applicable
2	Footnotes (data element G5000-010)	Footnotes to audited basic financial statements
3	Type of Opinion on FDS (data element G3100-040)	Auditor's supplemental report on FDS
4	Audit findings narrative (data element G5200-010)	Schedule of Findings and Questioned Costs
5	General information (data element series G2000, G2100, G2200, G9000, G9100)	OMB Data Collection Form
6	Financial statement report information (data element G3000-010 to G3000-050)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form
7	Federal program report information (data element G4000-020 to G4000-040)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form
8	Type of Compliance Requirement (G4200-020 & G4000-030)	OMB Data Collection Form
9	Basic financial statements and auditor reports required to be submitted electronically	Basic financial statements (inclusive of auditor reports)

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***Clerk of the Fairfax Circuit Court***

We will apply the agreed-upon procedures, which were agreed to by the County of Fairfax, Virginia (the "County"), and the Commonwealth of Virginia's Auditor of Public Accounts (the "APA"), solely to assist the Clerk of the Fairfax Circuit Court (the "Clerk"), the Compensation Board of the Commonwealth of Virginia, and the APA in evaluating the County's compliance with the requirements of Chapter 6, Audit of Circuit Court Clerks specified in the APA's *Specifications for Audits of Counties, Cities, and Towns*, for the fiscal year ended June 30, 2022. Our procedures are as follows:

1. Develop an understanding of the Internal Control procedures as they relate to all daily, weekly, and monthly required financial procedures based on interviews with management and by performing walkthroughs over the procedures.
2. Scan the *General Ledger Report (BR29)* for the period end date of June 30, 2022 and identify new account codes or negative ending balances.
3. Determine that the Clerk's office uses Full Court Enterprise (FCE) as its main automated system used for financial, case management, imaging, recording, and indexing. Determine that FCE does not interface with the Commonwealth of Virginia's (the "Commonwealth") reporting system, Financial Accounting System (FAS), which requires a manual interface and batch updates to process information from FCE to FAS. Determine that access to FAS is provided by the Supreme Court of Virginia and that employee access to FCE is requested and provided on an as-needed basis. Determine that access to both of these systems are password protected by selecting a sample of one (1) for each system to test the control over password protected access.
4. Per the Specifications, "Test the *Interface Reports (IN05 and INJ5)*, specifically the 'Interface Case Not Found' and 'DMV Interface Exceptions' sections. Review these report sections for the end of the month in which the audit period ends and determine whether the Clerk is properly monitoring them and taking corrective action as needed." We will inquire of management that there is no interface between the Clerk's system, FCE, and the Commonwealth's system, FAS.
5. Per the Specifications, "Test the Missed Payments Section of the *Individual Account Status Report (BU06)*. For those Clerks without the optional Time to Pay (TTP) default feature, select a sample of cases from report for the end of the month in which the audit period ends and determine if the Clerk is properly monitoring the report and taking corrective action." As such, the accountant will discuss with management that the Clerk's accounting department uses FCE for case management, and will determine that a similar feature (Overdue Process) exists within FCE, which notifies management of when a defendant's TTP date has passed.
6. Per the Specifications, "Using the *Concluded Cases without FAS Receivable Report (CR32)*", test the guilty cases without corresponding FAS receivable accounts. Select a sample of cases concentrating on cases other than those identified as master or sub-accounts. Review the reason the FAS case does not have a corresponding receivable account in FAS and determine the propriety. If the Clerk is using a private vendor system for financial accounting and/or case management, determine how the Clerk verifies all concluded guilty cases have corresponding receivable accounts. Test the

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Clerks' process for propriety." As such, the accountant will select a sample of twenty (20) cases with guilty dispositions and determine if a corresponding receivable account existed.

7. Per the Specifications, "Determine that the Clerk is using the Department of Taxation's Integrated Revenue Management System (IRMS) for Setoff Debt Collections. All certified staff should be able to log on with an active password and there should be financial activity in FAS Account 405 (TSO Collections). Request the Clerk provide the year-to-date statistical report for the audit period. Determine the propriety of any defaults noted." As such, the accountant will select a sample of one (1) for each system to test the control over password protected access. In addition, the accountant will obtain the "Statistical Year to Date 30 Day Delinquent Report for fiscal year 2022", prepared by management, and select a sample of ten (10) accounts to determine the propriety of the default account by scanning the payments made to date and the total amount of the delinquent report.
8. Per the Specifications, "Determine the method of collection for delinquent accounts (Section §19.2-349 of the *Code of Virginia*). If the Virginia Department of Taxation or Commonwealth's Attorney in-house collection is used, no further work is necessary."
9. Per the Specifications, "Identify all banks used by the Clerk and determine if they are listed on the most recent qualified depository listing maintained by the Virginia Department of the Treasury pursuant to The Virginia Security for Public Deposits Act (Section §2.2-1815 of the *Code of Virginia*). Verify the Clerk has reported the bank accounts as public funds using the Virginia Department of Treasury SPDA Public Funds search."
10. Per the Specifications, "Select a minimum of two monthly bank statements (one of which should be the audit month end date) for each bank account and determine:
  - a. The reconciliation is mathematically correct.
  - b. The "Adjusted Balance per Bank" and the "System Balance" agree to supporting documentation. If applicable, manual check register balance also agrees.
  - c. All deposits in transit were deposited timely per the subsequent bank statement (within two business days).
  - d. Reconciling items are appropriate and were resolved timely.
  - e. The bank account was reconciled timely (first business day of following month).
  - f. The reconciliation was reviewed and approved by the Clerk or Clerk Designee."
11. Per the Specifications, "Perform an unscheduled cash count of the Clerk's change fund."
12. Per the Specifications, "Select a sample of ten (10) days to test as follows:
  - a. Agree the computed revenue amount per the Cash Reconciliation Worksheet section of the *Daily Report (BR02)* to the deposit per the bank statement noting the deposit was intact and timely (next business day). (Section §17.1-271 of the *Code of Virginia*)

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- b. Verify whether the Clerk and/or other assigned supervisory personnel signed the *Cover Sheet –Daily Report (BR02)*.
  - c. For any days with differences between the original amount and the deposit amount, determine if the correcting journal voucher(s) was supported by proper documentation, performed correctly, and properly recorded on the Cash Reconciliation Worksheet section of the *BR02*.
  - d. If the difference is the result of a voided receipt, ensure all copies of the receipt were retained.
  - e. If the Clerk uses a separate financial system to receipt taxes and fees: the secondary receipting system receipts for the day's collections have been entered into FAS."
13. Per the Specifications, "Using the month-end journal voucher summary reports (*Journal Voucher Report BR40*), select a sample of ten (10) voided receipts and test as follows:
- a. Agree the computed revenue amount per the Cash Reconciliation Worksheet section of the *Daily Report (BR02)* to the deposit per the bank statement noting the deposit was intact and timely (next business day). (Section §17.1-271 of the *Code of Virginia*)
  - b. Verify whether the Clerk and/or other assigned supervisory personnel signed the *Cover Sheet- Daily Report (BR02)*.
  - c. Determine if the journal voucher was supported by proper documentation, performed correctly, and properly recorded on the Cash Reconciliation Worksheet section of the *BR02*.
  - d. All copies of the receipt were retained."
14. Per the Specifications, "Review the *General Ledger Fiscal Year-to-Date Report (BR29)* for the audit period noting if activity existed in the Account 411 Cash Over/Short. Based on the activity and any trends noted in the account, determine whether selecting a sample of transactions is necessary. If needed, select a sample and test individual transactions for propriety." As such, the accountant will select a sample of five (5) transactions and obtain support to determine whether the transactions were accurate and properly classified.
15. Per the Specifications, "Using the month-end *Disbursement Register Report (BR41)*, select a sample of ten (10) disbursements and test as follows:
- a. The disbursement is coded to the proper account.
  - b. The disbursement is supported by proper documentation and appropriate procedures (case papers, transmittal).
  - c. If Clerk uses a manual check-writing system, the disbursement was recorded in FAS timely (next business day)."
16. Per the Specifications, "Evaluate the overall security and use of manual receipts to include:
- a. Determine the adequacy of security over the unused manual receipts.
  - b. Determine the adequacy of supervisory review of manual receipts.

As such, the accountant will obtain the Manual Receipts procedure manual for civil and criminal transactions and determine that unused manual receipts are maintained by the supervisor/manager in the respective department.

Select a sample of up to ten (10) manual receipts and test as follows:

- a. Trace to subsequent entry in FAS and ensure entry agrees to the manual receipt (Section §19.2-360 of the *Code of Virginia*).

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- b. Ensure receipt is entered no later than the next business day.”
- 17. Per the Specifications, “Select a sample of ten (10) civil cases filed during the audit period and determine whether:
  - a. Taxes and fees were assessed and collected based on file type and/or amount of the suit. (OES Civil Filing Fee Calculator and Individual Court Fee Schedule)
  - b. Taxes and fees were receipted timely.”
- 18. Per the Specifications, “Select a sample of ten (10) criminal cases concluded with dispositions of guilty during the audit period and test each case as follows:
  - a. Fines and costs were properly assessed and entered into FAS.
  - b. Unpaid amounts were entered into the Judgment Docket. (Section §8.01-446 of the *Code of Virginia*)
  - c. For cases paid in full, a satisfied judgment was entered into the Judgment Docket (Section §8.01-446 of the *Code of Virginia*)
  - d. The due date was properly calculated. (Section §19.2-354 of the *Code of Virginia*)
  - e. If a partial payment plan was set up, all applicable fields were properly completed in FAS (e.g. TTP Start, Term, Amount, and Incarcerated status).

Select a sample of ten (10) local cases from the *Court Appointed/Public Defender Report (CR42)* and test as follows.

  - f. Locality was billed for the cost (Section §19.2-163 of the *Code of Virginia*).
  - g. Defendant was properly assessed for the Attorney fees.
  - h. Fine was properly assessed. (Section §19.2-340 of the *Code of Virginia*).”
- 19. Per the Specifications, “Select a sample of ten (10) deeds/land records recorded during the audit period and test that the:
  - a. Instrument recorded is not taxable or is exempt from taxes (Section §58.1-811 of the *Code of Virginia*).
  - b. State taxes have been properly assessed and collected based on the consideration paid of the property conveyed (Section §58.1-801 of the *Code of Virginia*).
  - c. Local taxes (where applicable) have been properly assessed and collected in an amount equal to one-third of the amount of state recordation tax (Section §58.1-814 of the *Code of Virginia*).
  - d. Additional tax has been properly assessed and collected on deeds of conveyance based on consideration (Section §58.1-802 of the *Code of Virginia*).
  - e. Clerk's fees for recording, indexing, and plat fees were properly charged and collected (Section §17.1-275A (2) of the *Code of Virginia*).
  - f. Fees for transferring land to one person or persons before charged to another were properly assessed and collected (Section §58.1-3314(3) of the *Code of Virginia*).”
- 20. Per the Specifications, “Select a sample of ten (10) wills/administrations recorded during the audit period and test as follows:
  - a. State tax was assessed and collected based on the value of the estate (Section §58.1-1712 of the *Code of Virginia*).
  - b. Local tax (where applicable) was assessed and collected based on the value of the estate (Section §58.1-1718 of the *Code of Virginia*).

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**September 9, 2022**  
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- c. Clerk's fees were assessed and collected for recording and indexing in the Will Book based on the number of pages recorded (Section §17.1-275A (2) of the *Code of Virginia*).
  - d. Clerk's fees were assessed and collected for appointing and qualifying any personal representative, committee or other fiduciary (Section §17.1-275A (3) of the *Code of Virginia*). No one shall be permitted to qualify and act as an executor or administrator until the tax imposed by Section §58.1-1712 of the *Code of Virginia* has been paid (Section §58.1-1715 of the *Code of Virginia*). Ensure that fees were receipted at the time of qualification, not after.
  - e. Fees for transferring land were assessed and collected (Section §58.1-3314(3) of the *Code of Virginia*).
  - f. Additional tax was properly calculated, billed, and receipted on final inventories (Section §58.1-1717 of the *Code of Virginia*).
  - g. If the Clerk uses a separate financial system to receipt taxes and fees on wills: determine whether the assessment was properly recorded in FAS."
21. Per the Specifications, "Determine if the balances of state and local revenues on hand at audit end date were properly disbursed to the State and Local Treasurers. (Sections §16.1-69.48 (A) and (B) and 17.1-286 of the *Code of Virginia*)."
22. Per the Specifications, "Using the audit period end date (June 30, 2022) Liabilities Index (BR008) report, select a sample of ten (10) from the 5XX series (excluding Account 511 Trust Funds). Determine the status of the account and whether the Clerk is justified holding the funds based on approved court orders, established retention requirements, pending case (future court date assigned), or other special circumstances. For any of the above funds the Clerk has invested, select a sample of these accounts for the audit period end date; trace and agree to the applicable bank statement."
23. Per the Specifications, "Using the audit period end date Individual Account Status Report (BU06), investigate the reason for any accounts listed as appeals, credit balances, sum uncertain restitution, or accounts under review. Determine whether the Clerk is properly monitoring the report and taking corrective action as needed."
24. Per the Specifications, "Review three (3) monthly remittances of Sheriff's fees to the local Treasurer and determine if the fees are remitted within the first ten days of the month. (Section § 15.2-1609.3 of the *Code of Virginia*)."
25. Using the June 30th "Property Unclaimed Over One Year Report (BR16) and the Clerk's corresponding Unclaimed Property Report, select those accounts from the BR16, which were not reported to the Division of Unclaimed Property. Determine whether the Clerk is justified in holding these accounts based on court order, established retention requirements, pending case (future court date assigned) or other special circumstances."
26. Per the Specifications, "Using the June 30th Property Unclaimed Over One Year Report (BR16), the Liabilities Index (BR08) and Individual Account Status (BU06) reports and the Clerk's corresponding Unclaimed Restitution Report, determine that all appropriate restitution accounts have been properly escheated to the Criminal Injuries Compensation Fund (Section §19.2-305.1 (F) of the *Code of Virginia*)."

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27. Per the Specifications, "Determine the following for the Trust Fund Annual Report filed during the audit period:
- a. Ensure Annual Report is available to the public via hardcopy Trust Fund Order Book or digital format. (Section §8.01-600(G) and §17.1-125 of the *Code of Virginia*).
  - b. Determine the Clerk filed the Annual Report with the Chief Judge by the Oct 1st deadline (Section §8.01-600 (G) of the *Code of Virginia*).
  - c. Agree the Annual Report balance to the FAS 9XX accounts where the funds are recorded and Account 511 Trust Funds balance. Investigate any negative ending balances in any of the 9XX series accounts.
  - d. Agree the Annual Report ending balance to applicable bank statement balance(s). If this does not agree, then select a sample of individual accounts from the Annual Report and agree the system balance to the bank balance.
  - e. Determine whether the Annual Report conforms to Section §8.01-600 (G) of the *Code of Virginia*.
  - f. Determine propriety of inactivity in individual accounts – i.e. a lack of interest postings.
  - g. For accounts with past due expected disbursement dates, determine if the Clerk is justified in holding the funds." As such, the accountant will select a sample of up to ten (10) accounts to determine if the Clerk is justified in holding the funds."
28. Per the Specifications, "Using the Annual Report, select a sample of ten (10) new accounts. Determine whether:
- a. The receipt amount agreed to the court order.
  - b. The court order is included in the Order Book (hardcopy or electronic) and does not contain confidential information.
  - c. The account is traceable to the Annual Report by name or case number
  - d. Appropriate Clerk's fees were deducted.
  - e. Funds were invested within 60 days of receipt (Section §8.01-600 (F) of the *Code of Virginia*).
  - f. The Clerk is justified in holding the account and if the account is being held pursuant to Section §8.01-600 of the *Code of Virginia*.
  - g. Account was reported as public funds.
  - h. The distribution date is appropriate."
29. Per the Specifications, "Select a sample of ten (10) interest posting journal vouchers. Determine whether:
- a. The journal voucher was supported by proper documentation (bank statement, interest notification or other official bank documentation).
  - b. Interest was posted promptly (within the following month).
  - c. The correct amount of interest was posted to the account. (If the Clerk consolidates funds, re-calculate the interest allocation.)
  - d. If the Clerk assesses Clerk's fees, appropriate fees were deducted.
  - e. The Clerk is justified in holding the account and if the account is being held pursuant to Section §8.01-600 of the *Code of Virginia*."

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30. Per the Specifications, "Select a sample of ten (10) disbursements. Determine whether:
  - a. The disbursement agrees to the court Order.
  - b. The check was posted to the proper subsidiary trust fund account.
  - c. Appropriate Clerk's fees were deducted.
  - d. Deducted fees agree to the journal voucher recording the deduction.
  - e. Funds were paid out within 60 days of the court order (Section §8.01-600(F) of the *Code of Virginia*.)
31. Per the Specifications, "Obtain and review the annual disclosure form(s) filed by the Circuit Court Clerk. Determine completeness and timeliness (filed by February 1, 2022) of the Clerk's filing and that the accurate form was filed according to the type of filer."
32. Per the Specifications, "Compare the prior year revenue to the current year revenue and determine propriety of all accounts with variances greater than the auditor's expectations (changes greater than 5% and more than 1% of all current year receipts)."
33. Per the Specifications, "Verify employee access is appropriate for internal access to systems including financial, case management, imaging, recording and indexing by reviewing the eAccess system or vendor access reports for appropriate access levels." As such, the accountant will obtain a system access log and select a sample of ten (10) users to compare the role set up in FCE to the employees' department assignment per the Human Resources Directory.
34. Per the Specifications, "Obtain a list of terminated employees during the audit period and verify their access was deleted from the system timely." As such, the accountant will obtain a listing of employees terminated during the year ended June 30, 2022 and select the lesser of 10% or twenty-five (25) employees and test that access to FCE was removed within three (3) working days of termination.
35. Per the Specifications, "Obtain a listing of all criminal juries commenced in the audit period and select a sample of those with guilty disposition. Verify defendant was appropriately assessed jury costs." As such, the accountant will obtain the listing of criminal juries commenced during the year ended June 30, 2022 and select the lesser of 10% or twenty-five (25) to test that the defendant was appropriately assessed jury costs.

## **Your expectations**

Our services plan is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County recognizes that our professional standards require that we be independent from you in our agreed-upon procedures and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with you and you should not expect that we will act only with due regard to your interest in the performance of the agreed-upon procedures and you

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should not impose on us special confidence that we will conduct the agreed-upon procedures with only your interest in mind. Because of our obligation to be independent of you, no fiduciary relationship will be created by this engagement or agreed-upon procedures.

The engagement will be led by Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of our services to you.

## **Management's responsibilities related to agreed-upon procedures**

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the subject matters listed above. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, (1) will confirm management's responsibility for the subject matters described above in the Summary of Services section in accordance with the criteria described above in the Summary of Services section; (2) management's knowledge of fraud or suspected fraud affecting the entity involving management, employees who have a significant roles in internal control or others where fraud could have a material effect on the subject matter; and (3) management's knowledge of any allegations of fraud or suspected fraud affecting the entity, received in communications from employees or others.

## **Management Representations**

The Firm will rely on the County's management providing the above noted representations to us, both in the planning and performance of our services, and in considering the fees that we will charge to perform our services.

## **Conditions supporting fees**

As a result of our preliminary discussions, the County and the Firm have agreed to a fee (see County Audit Engagement Letter for fees), subject to the fact that the fee contemplates only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed

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by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call Rob Churchman at (804) 673-5733.

Sincerely,

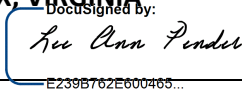
**CHERRY BEKAERT LLP**

*Cherry Bekaert LLP*

ATTACHMENT - Engagement Letter Terms and Conditions

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**COUNTY OF FAIRFAX, VIRGINIA**

ACCEPTED BY:  E239B762E600465...

TITLE: Director DATE: 2022 September 15 | 17:15:12 EDT

ACCEPTED BY:  AEF7273BBC1C4EE...

TITLE: Director of Finance DATE: 2022 September 16 | 09:51:33 EDT



## Cherry Bekaert LLP

### Engagement Letter Terms and Conditions

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The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

#### Limitations of the agreed-upon procedures report

Should the County wish to include or incorporate by reference the agreed-upon procedures performed and our report thereon into any other document at some future date, we will consider granting permission to include our report or incorporate our report by reference in such document at the time of the request. However, we may be required by professional standards to perform certain procedures before we can give our permission to include our report or incorporate our report by reference in another document such as an annual report, private placement, regulatory filing, etc. You agree that you will not include or incorporate by reference the agreed-upon procedures performed and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the report, including reports published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

#### Responsibilities of Cherry Bekaert LLP

In performing our agreed-upon procedures we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our agreed-upon procedures will not include a detailed test of every transaction and provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our agreed-upon procedures unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters. No additional fees, including legal fees, will be billed to the County without the prior written approval of the Purchasing Agent per the terms and conditions of the RFP.

Our agreed-upon procedures are designed to only provide negative assurance that the individual items selected for testing are in conformity with the criteria described above.

If, for any reason, we are unable to complete the agreed-upon procedures, we may decline to issue a report as a result of the engagement. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

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## Other matters

### Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

Our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our examination and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered.

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We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

### Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the County, and other third party providers utilized by either party in connection with the engagement.

### Cherry Bekaert's subcontractor

In the normal course of business, Cherry Bekaert utilizes a direct subcontracting firm that is employed one hundred percent of its time to serve Cherry Bekaert's clients. As such, the subcontractor is treated as a member of our engagement team and will be supervised completely by Cherry Bekaert engagement team members, with no direct interaction with County personnel. As a member of our engagement team, the subcontractor will not be the lead auditor in any area for which we have assessed high risk and will generally participate in 15% of our total audit and attestation hours incurred. The subcontractor will at all times follow Cherry Bekaert policies (e.g., confidentiality) and those of the appropriate standards setting organizations (e.g. AICPA {GAAS}, OMB {*Government Auditing Standards*}). Consistent with Cherry Bekaert personnel, the subcontractor will be compliant with the AICPA and *Government Auditing Standards* requirements for continuing professional education while serving the County.

### Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

### Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

### No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

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### Statute of limitations

The County agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The County and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within two years after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

### Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested examination schedules and supporting information, timely communication of all significant information, the assumption that unexpected circumstances will not be encountered during the agreed-upon procedures, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fees to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new attestation standards that impact the County for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under examination, we will estimate the impact of any such standard on the nature, timing, and extent of our planned examination procedures, and will communicate with you concerning the scope of the additional procedures, and the estimated fees.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new attestation standards that impact the County for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned procedures and will communicate with the County concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

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This engagement letter, along with the Request for Proposal, all Addenda, our Proposal, our Cost Proposal, including those revised, and all Amendments and Attachments to Amendments, and the Acceptance Agreement #4400006639 (herein referred collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether oral or written that have not been made a part of the Contract Documents. Any subsequent changes to the terms of this letter, including additional billings, will be rendered in writing and shall be executed by both parties and made legal by an amendment to the Contract Documents. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control. Any provisions contained herein that are inconsistent with the provisions of the contract do not apply, and the provisions of contract #4400006639 take precedence.



September 7, 2022

**VIA EMAIL:**

christopher.pietsch@fairfaxcounty.gov

Mr. Christopher J. Pietsch, Director  
Department of Finance

Ms. Lee Ann Pender, Acting Director  
Department of Procurement and Material Management

County of Fairfax, Virginia  
12000 Government Center Parkway  
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Pender:

This engagement letter between County of Fairfax, Virginia, Fairfax County Public Schools (hereafter referred to as the "County" or "you" or "your") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "our" or "us") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the County.

## Summary of services

We will examine management's assertion that the census data reported to the Virginia Retirement System ("VRS") by the County were in accordance with the criteria set forth by the VRS and the Board of Trustees' plan provisions as mandated by the Code of Virginia in Section 51.1-136 for the year ended June 30, 2022. The objectives of our examination are to (1) obtain reasonable assurance about whether the criteria or assertion below is free from material misstatement based on the criteria, and (2) to express an opinion as to whether management's assertion is presented in all material respects. The criteria against which management's assertion will be examined is as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the Code of Virginia in Section 51.1-136.

## Criteria or assertion

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"). Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from the engagement.

**County of Fairfax, Virginia and Fairfax County Public Schools**  
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Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with attestation standards.

We will plan and perform an examination to obtain reasonable assurance about whether the census data reported to the Virginia Retirement System ("VRS") by the County was in accordance with the criteria as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the Code of Virginia in Section 51.1-136. Our engagement will not include a detailed inspection of every item supporting the assertion and cannot be relied upon to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known or suspected fraud and noncompliance with the laws and regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

The report we intend to issue is intended solely for the information and use of the County and the Auditor of Public Accounts of the Commonwealth of Virginia and is not intended to be, and should not be, used by anyone other than these specified parties.

You are responsible for the census data reported to the VRS by the County in accordance with the criteria or assertion described above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about whether the census data is presented in accordance with the criteria as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the *Code of Virginia* in Section 51.1-136. Failure to provide such an assertion will result in our withdrawal from the engagement.

You are also responsible for making all management decisions and performing all management functions; for designating an individual who possesses suitable skill, knowledge, or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

In connection with any of the examination services noted herein, we will provide a copy of all schedules or other support for you to maintain as part of your books and records. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of these services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of

**County of Fairfax, Virginia and Fairfax County Public Schools**  
**September 7, 2022**  
**Page 3**

applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

### **Your expectations**

The County recognizes that our professional standards require that we be independent from you in our examination and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the County should not expect that we will act only with due regard to the County's interest in the performance of this examination, and the County should not impose on us special confidence that we will conduct this examination with only your interest in mind. Because of our obligation to be independent of the County, no fiduciary relationship will be created by this engagement or examination.

The engagement will be led by Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

### **County's management's responsibilities related to the examination**

The County's management is responsible for:

- Providing us with the basic information required for our examination and for the accuracy and completeness of that information
- If applicable, the fair presentation of the financial information included in the report in conformity with the acceptable financial framework or the criteria or assertion described on page one of the engagement letter
- If applicable, the selection and application of accounting principles and the consistent application of those principles
- Making all financial or other applicable records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain sufficient evidence to complete our examination
- Identifying and ensuring that the County complies with the laws and regulations applicable to the criteria or assertion described on page one of the engagement letter

The County's management is responsible for informing us of its views regarding the risk of fraud impacting the report at the County. The County's management must inform us of their knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, regulators, or others and for informing us about all known or suspected fraud affecting the County involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the report.

The County's management is responsible for the design, implementation, and maintenance of programs and controls over the report and to prevent and detect fraud. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors and fraud or illegal acts.

**County of Fairfax, Virginia and Fairfax County Public Schools**  
**September 7, 2022**  
**Page 4**

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, addresses (1) the County's management's responsibilities related to the examination and confirms certain representations made to us during the examination, including, the County's management's acknowledgement of its responsibility for the design and implementation of programs and controls to prevent and detect fraud; (2) the County's management's responsibilities related to the monitoring of internal control over financial reporting; and (3) the County's management's knowledge, directly or from allegations by others, of fraud or suspected fraud affecting the County.

### Management Representations

The Firm will rely on the County's management providing the above noted representations to us, both in the planning and performance of the examination, and in considering the fees that we will charge to perform the examination.

### Conditions supporting fees

As a result of our preliminary discussions, the County and the Firm have agreed to a fee (see County audit Engagement Letter for fees), subject to the following conditions:

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call Rob Churchman at (804) 673-5733 .

Sincerely,  
**CHERRY BEKAERT LLP**

*Cherry Bekaert LLP*

ATTACHMENT – Engagement Letter Terms and Conditions

### COUNTY OF FAIRFAX, VIRGINIA AND FAIRFAX COUNTY PUBLIC SCHOOLS

ACCEPTED BY:    
E239B762E800465...

TITLE: Director DATE: 2022 September 19 | 09:05:48 EDT

DS  


DocuSigned by:  
**Chris Pietsch**  
AEF7273BBC1C4EE...

Director of Finance

2022 September 19 | 10:20:45 EDT

## Cherry Bekaert LLP

### Engagement Letter Terms and Conditions

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The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

### Responsibilities of Cherry Bekaert LLP

In performing our examination, we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our examination will not include a detailed test of every item supporting the assertion or subject matter and provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the assertion (or subject matter) will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our examination unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters. No additional fees, including legal fees, will be billed to the County without the prior written approval of the Purchasing Agent per the terms and conditions of the RFP.

Our examination will include procedures designed to obtain reasonable assurance that the assertion is in conformity with the criteria described above. Absolute assurance is not attainable because of the nature of evidence and the characteristics of fraud. For example, examinations performed in accordance with attestation standards are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that errors or fraud, if they exist, may not be detected.

### Other matters

#### Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our examination and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our

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work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. You agree to the use of email and other electronic methods to transmit and receive information, including confidential information, between the Firm, the County, and other third party providers utilized by either party in connection with the engagement.

### Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

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### Cherry Bekaert's subcontractor

In the normal course of business, Cherry Bekaert utilizes a direct subcontracting firm that is employed one hundred percent of its time to serve Cherry Bekaert's clients. As such, the subcontractor is treated as a member of our engagement team and will be supervised completely by Cherry Bekaert engagement team members, with no direct interaction with County personnel. As a member of our engagement team, the subcontractor will not be the lead auditor in any area for which we have assessed high risk and will generally participate in 15% of our total audit and attestation hours incurred. The subcontractor will at all times follow Cherry Bekaert policies (e.g., confidentiality) and those of the appropriate standards setting organizations (e.g. AICPA {GAAS}, OMB {*Government Auditing Standards*}). Consistent with Cherry Bekaert personnel, the subcontractor will be compliant with the AICPA and *Government Auditing Standards* requirements for continuing professional education while serving the County.

### Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

### Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

### No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

### Statute of limitations

The County agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The County and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within two years after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

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## Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested examination schedules and supporting information, timely communication of all significant information, the assumption that unexpected circumstances will not be encountered during the examination, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fees to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new attestation standards that impact the County for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned procedures and will communicate with the County concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

This engagement letter, along with the Request for Proposal, all Addenda, our Proposal, our Cost Proposal, including those revised, and all Amendments and Attachments to Amendments, and the Acceptance Agreement #4400006639 (herein referred collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether oral or written that have not been made a part of the Contract Documents. Any subsequent changes to the terms of this letter, including additional billings, will be rendered in writing and shall be executed by both parties and made legal by an amendment to the Contract Documents. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control. Any provisions contained herein that are inconsistent with the provisions of the contract do not apply, and the provisions of contract #4400006639 take precedence.

## Report on the Firm's System of Quality Control

October 22, 2019

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.


### Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of broker-dealers, and an examination of service organizations [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Cherry Bekaert LLP has received a peer review rating of pass.

  
 EisnerAmper LLP





# County of Fairfax, Virginia

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

November 18, 2022

Cherry Bekaert LLP  
1850 Towers Crescent Plaza, Suite 200  
Tysons Corner, Virginia 22182

This representation letter is provided in connection with your audit of the financial statements of County of Fairfax, Virginia (the "County"), which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

## Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 7, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with GAAP and for preparation of the required and other supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with GAAP and include all properly classified funds and other financial information of the primary government and all component units required by GAAP to be included in the financial Reporting Entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with GAAP.

- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The reversing effects of the prior year uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with GAAP.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

### **Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of Board of Supervisors or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.
- 19) We take responsibility for all documents provided by you and will retain copies based on our needs and document retention policies. We are responsible for maintaining internal controls over our books and records, including business continuity and disaster recovery alternatives. We have maintained control over our accounting systems to include the licensing of applications and the hosting of said applications and data. We acknowledge third party software or templates may have been used by Cherry Bekaert

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**Department of Finance**  
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during the audit or when performing other services, which does not convey use or license rights to the County. We have retained anything we have uploaded to a Cherry Bekaert portal and are responsible for downloading and retaining anything you have uploaded in a timely manner as this information may be deleted at any time. The data transferred or any system access provided during the audit is not deemed to be hosting, maintaining custody, or providing business continuity or disaster recovery services.

**Government-specific**

- 20) In regard to the implementation of Governmental Accounting Standards Board Statement No. 87, *Leases*, we confirm we are responsible for the accurate recording of related transactions, at fiscal year end June 30, 2022. We have provided you all relevant information related to this implementation and that the financial statements and related disclosures, as of and for the fiscal year ended June 30, 2022, and represent these are fairly presented in all material respects.
- 21) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 22) We have a process to track the status of audit findings and recommendations.
- 23) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 24) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 25) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 26) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 27) We have appropriately disclosed all information for conduit debt obligations in accordance with GAAP.
- 28) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 31) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 32) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 33) The financial statements include all fiduciary activities required by [GAAP](#), as amended.
- 34) The financial statements properly classify all funds and activities in accordance with GAAP, as amended.

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- 35) All funds that meet the quantitative criteria in GAAP for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 36) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 37) Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.
- 38) Provisions for uncollectible receivables have been properly identified and recorded.
- 39) Expenses have been appropriately classified in or allocated to functions and programs in the Statement of Activities, and allocations have been made on a reasonable basis.
- 40) Revenues are appropriately classified in the Statement of Activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 41) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 42) Deposits and investment securities and derivative instrument transactions are properly classified as to risk and are properly disclosed.
- 43) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 44) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 45) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 46) We acknowledge our responsibility for the required supplementary information (the "RSI"). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 47) With respect to the Other Supplementary Information (the "OSI") on which an in-relation-to opinion is issued:
  - a) We acknowledge our responsibility for presenting the OSI in accordance with GAAP, and we believe the OSI, including its form and content, is fairly presented in accordance with GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the OSI.
  - b) If the OSI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the OSI no later than the date we issue the supplementary information and the auditor's report thereon.
- 48) With respect to federal award programs:
  - a) We are responsible for understanding and complying with and have complied with, the

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- b) requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
- c) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- d) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- e) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- f) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- g) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- h) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- i) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- j) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement* (including its Addendum), relating to federal awards and [have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- k) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.


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- m) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E) [and OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, if applicable].
- n) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- o) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- p) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- q) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- r) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- s) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- t) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- u) We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- v) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w) We have charged costs to federal awards in accordance with applicable cost principles.
- x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

Sincerely,

  
Bryan Hill  
County Executive  
County of Fairfax

  
Christina Jackson  
Chief Financial Officer  
County of Fairfax

DocuSigned by:  
  
AEF7273BBC1C4EE...  
Christopher J. Pietsch  
Director of Finance  
County of Fairfax

**Department of Finance**  
12000 Government Center Parkway, Suite 214  
Fairfax, VA 22035  
703-324-3120, TTY 711  
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 Christopher.Pietsch@fairfaxcounty.gov  
 Director of Finance  
 Fairfax County Government  
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2022 November 22   14:36
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Payment Events	Status	Timestamps

# **COMPLIANCE AUDIT PURSUANT TO 2 CFR PART 200 (SINGLE AUDIT REPORT)**

*For the Fiscal Year Ended June 30, 2022*

*(With Reports of Independent Auditor Thereon)*

**FAIRFAX COUNTY  
SINGLE AUDIT REPORT  
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**Report of Independent Auditor on Internal Control over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards***

To the Board of Supervisors  
County of Fairfax, Virginia

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Specifications for Audits of Counties, Cities, and Towns* (the “Specifications”) issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Fairfax, Virginia (the “County”), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements, and have issued our report thereon dated November 18, 2022. That report recognizes that the County restated certain net position, capital assets and liabilities due to the implementation of a new accounting standard, effective July 1, 2021.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County’s internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Cherry Bekaert LLP*

Tysons Corner, Virginia  
November 18, 2022

## **Report of Independent Auditor on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance**

To the Board of Supervisors  
Fairfax County, Virginia

### **Report on Compliance for Each Major Federal Program**

#### ***Opinion on Each Major Federal Program***

We have audited the County of Fairfax, Virginia's (the "County") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2022. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

#### ***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

#### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

#### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### ***Report on Internal Control over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Cherry Bekaert LLP*

Tysons Corner, Virginia  
November 18, 2022

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<b>Department of Agriculture</b>								
Direct Awards:								
National School Lunch Program	10.555 <sup>1</sup>	Child Nutrition Cluster			\$ 5,842,239			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561 <sup>4</sup>	SNAP Cluster			91,579			
Passed Through Commonwealth of Virginia:								
<u>Department of Agriculture and Consumer Services</u>								
<b>Non-Cash Assistance:</b> National School Lunch Program	10.555 <sup>1</sup>	Child Nutrition Cluster	04754		7,160			
<u>Department of Education</u>								
School Breakfast Program	10.553	Child Nutrition Cluster	17901-40253		20,950,946			
National School Lunch Program	10.555 <sup>1</sup>	Child Nutrition Cluster	17901-40254		86,973,526			
COVID-19 - National School Lunch Program	10.555 <sup>1</sup>	Child Nutrition Cluster	17901-40254		2,838,448			
Child and Adult Care Food Program	10.558 <sup>2</sup>		4172		725,105			
Summer Food Service Program for Children	10.559 <sup>3</sup>	Child Nutrition Cluster	4172		217,273			
Fresh Fruit and Vegetable Program	10.582	Child Nutrition Cluster	N/A		602,996			
<u>Department of Health</u>								
WIC Special Supplemental Nutrition Program for Women, Infants, and Children	10.557		409WIC2021		2,978,740			
			409WIC2022					
			707CB-FFX-BF-2021					
			707CB-FFX-BF-2022					
Child and Adult Care Food Program	10.558 <sup>2</sup>		10450		6,362,934			
			10449					
			58795					
			60199					
COVID-19 - Child and Adult Care Food Program	10.558 <sup>2</sup>		10449		100,887			
			58795					
			60199					
Summer Food Service Program for Children	10.559 <sup>3</sup>	Child Nutrition Cluster	N/A		2,268,464			
State Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grants	10.649		202121S900941		5,814			
<u>Department of Social Services</u>								
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561 <sup>4</sup>	SNAP Cluster	84322-90212		15,980,890			
			84403-90304					
			84404-90303					
			84703-93103					
			84704-93104					
			84903-92103					
			84904-92104					
			85503-91103					
			85504-91104					
			85803-91403					
			85804-91404					

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Passed Through Capital Area Food Bank:								
<u>Capital Area Food Bank</u>								
<b>Non-Cash Assistance:</b> Child and Adult Care Food Program	10.558 <sup>2</sup>		N/A		400			
Total for Child Nutrition Cluster (10.553, 10.555, 10.559, 10.582)						\$ 119,701,052		
Total for SNAP Cluster (10.561)						16,072,469		
1 - Total National School Lunch Program (10.555)							\$ 95,661,373	
2 - Total Child and Adult Care Food Program (10.558)							7,189,326	
3 - Total Summer Food Service Program for Children (10.559)							2,485,737	
4 - Total State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (10.561)							16,072,469	
<b>Department of Defense</b>								
Direct Awards:								
Junior ROTC	12.000				580,690			
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools	12.556				1,359,212			
Invitational Grants for Military-Connected Schools	12.557				292,877			
Language Grant Program	12.900				85,606			
<b>Department of Housing and Urban Development</b>								
Direct Awards:								
Little River Glen Loans:								
Loans Beginning Balance	14.000			\$ 2,300,000	2,300,000			
Community Development Block Grants/Entitlement Grants	14.218 <sup>5</sup>	CDBG - Entitlement Grants Cluster			8,009,665			
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218 <sup>5</sup>	CDBG - Entitlement Grants Cluster			542,790			
Community Development Block Grants/Entitlement Grants - Loans:								
Loans Beginning Balance	14.218 <sup>5</sup>	CDBG - Entitlement Grants Cluster		23,713,116				
New Loans	14.218 <sup>5</sup>	CDBG - Entitlement Grants Cluster		1,108,000	24,821,116			
Emergency Solutions Grant Program	14.231 <sup>6</sup>				317,102			\$ 317,102
COVID-19 - Emergency Solutions Grant Program	14.231 <sup>6</sup>				4,459,959			4,459,959
Home Investment Partnerships Program	14.239 <sup>7</sup>				1,088,329			
Home Investment Partnerships Program - Loans:								
Loans Beginning Balance	14.239 <sup>7</sup>			12,971,842				
New Loans	14.239 <sup>7</sup>			1,082,400	14,054,242			
Continuum of Care Program	14.267				2,070,325			1,820,720
Fair Housing Assistance Program State and Local	14.401				95,828			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Section 8 Housing Choice Vouchers	14.871	Housing Voucher Cluster			9,859,809			
Mainstream Vouchers	14.879	Housing Voucher Cluster			1,775,043			
Moving to Work Demonstration Program	14.881				61,422,950			
Family Self-Sufficiency Program	14.896				160,623			
Passed Through Commonwealth of Virginia:								
<u>Virginia Department of Housing</u>								
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218 <sup>5</sup>	CDBG - Entitlement Grants Cluster	21-CHERP-150		2,045,637			1,215,637
Total for CDBG - Entitlement Grants Cluster (14.218)						35,419,208		
Total for Housing Voucher Cluster (14.871, 14.879)						11,634,852		
5 - Total Community Development Block Grants/Entitlement Grants (14.218)							35,419,208	
6 - Total Emergency Solutions Grant Program (14.231)							4,777,061	
7 - Total Home Investment Partnerships Program (14.239)							15,142,571	
<b>Department of the Interior</b>								
Direct Awards:								
Payments in Lieu of Taxes	15.226				6,989			
National Wildlife Refuge Fund	15.659				33,643			
Passed Through Commonwealth of Virginia:								
<u>Department of Historic Resources:</u>								
Historic Preservation Fund Grants-In-Aid	15.904		HPF-VACLG-FAIRCO-2020		4,197			
<b>Department of Justice</b>								
Direct Awards:								
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034 <sup>8</sup>				135,889			
Drug Court Discretionary Grant Program	16.585				225,929			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590				187,643			63,469
Public Safety Partnership and Community Policing Grants	16.710				82,869			
Edward Byrne Memorial Justice Assistance Grant Program	16.738 <sup>9</sup>				10,723			
Harold Rogers Prescription Drug Monitoring Program	16.754				281,733			240,894
STOP School Violence	16.839				33,236			
Consolidated And Technical Assistance Grant Program to Address Children and Youth Experiencing Domestic and Sexual Violence and Engage Men and Boys as Allies	16.888				165,961			165,961
Equitable Sharing Program	16.922				258,531			
Passed Through Commonwealth of Virginia:								
<u>Department of Criminal Justice Services</u>								
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034 <sup>8</sup>		9163		48,165			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Crime Victim Assistance	16.575		20-X9279VG18 21-B3445VP19 21-B4118VP19 21-Y9279VG19 22-C3445VP20 22-C4118VP20 22-O1052VG19		969,334			
Violence Against Women Formula Grants	16.588		21-X9836VA20 21-Y9333VA20 22-Y9836VA21 22-Z9333VA21		95,050			
Edward Byrne Memorial Justice Assistance Grant Program	16.738 <sup>9</sup>		9214		7,219			
8 - Total COVID-19 - Coronavirus Emergency Supplemental Funding Program (16.034)							184,054	
9 - Total Edward Byrne Memorial Justice Assistance Grant Program (16.738)							17,942	
<b>Department of Labor</b>								
Passed Through Commonwealth of Virginia:								
<u>Virginia Community College System</u>								
WIOA Adult Program	17.258	WIOA Cluster	LWDA 11-19-02 LWDA 11-20-02 LWDA 11-21-02 LWDA EEI 11-18-01 SECURE-11-20-01		1,111,989			356,069
WIOA Youth Activities	17.259	WIOA Cluster	LWDA 11-20-01 LWDA 11-21-01		918,039			232,090
COVID-19 - WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277		DWG COVID 11-01		254,401			50,253
WIOA Dislocated Worker Formula Grants	17.278 <sup>10</sup>	WIOA Cluster	CHW LWDA 11-21-01 LWDA 11-18-RR-01 LWDA 11-20-02 LWDA 11-21-02		1,510,177			379,549
COVID-19 - WIOA Dislocated Worker Formula Grants	17.278 <sup>10</sup>	WIOA Cluster	RTE 11-19-01		232,935			232,935
Total for WIOA Cluster (17.258, 17.259, 17.278)						3,773,140		
10 - Total WIOA Dislocated Worker Formula Grants (17.278)							1,743,112	

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<b>Department of Transportation</b>								
Direct Awards:								
Federal Transit Capital Investment Grants	20.500	Federal Transit Cluster			(584,270)			
Passed Through Commonwealth of Virginia:								
<u>Department of Conservation and Recreation</u>								
Recreational Trails Program	20.219	Highway Planning and Construction Cluster	N/A		123,318			
<u>Department of Motor Vehicles</u>								
State and Community Highway Safety	20.600	Highway Safety Cluster	FPS-2022-52241-22241 FSC-2021-51296-21296 FSC-2022-52234-22234		19,668			
Alcohol Open Container Requirements	20.607		154AL-2021-51191-21191 154AL-2021-51298-21298 154AL-2022-52204-22204 154AL-2022-52243-22243		791,279			
National Priority Safety Programs	20.616	Highway Safety Cluster	FHLE-2021-51297-21297		645			
<u>Department of Rail and Public Transportation</u>								
Highway Planning and Construction	20.205 <sup>11</sup>	Highway Planning and Construction Cluster	47021-12, UPC T21448		479,999			
<u>Department of Transportation</u>								
Highway Planning and Construction	20.205 <sup>11</sup>	Highway Planning and Construction Cluster	UPC 094286 UPC 103280 UPC 103281 UPC 104294 UPC 105266 UPC 106143 UPC 106274 UPC 106474 UPC 107439 UPC 108720 UPC 109607 UPC 110477 UPC 111898 UPC 113610 UPC 113637 UPC 114128 UPC 116319 UPC 116320 UPC 118128 UPC 118236 UPC 118237 UPC 118238		27,418,371			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

**COUNTY OF FAIRFAX, VIRGINIA**  
**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Passed Through Metropolitan Washington Council of Governments: Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	Transit Services Programs Cluster	19-062 21-055		192,229			
Total for Highway Planning and Construction Cluster (20.205/20.219/20.224/23.003)						28,021,688		
Total for Federal Transit Cluster (20.500)						(584,270)		
Total for Transit Services Programs Cluster (20.513)						192,229		
Total for Highway Safety Cluster (20.600, 20.616)						20,313		
11 - Total Highway Planning and Construction (20.205)							27,898,370	
<b>Department of the Treasury</b>								
Direct Awards:								
Equitable Sharing	21.016				163,205			
COVID-19 - Coronavirus Relief Fund	21.019 <sup>12</sup>				14,346,907			216,300
COVID-19 - Emergency Rental Assistance Program	21.023				55,921,721			
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027 <sup>13</sup>				36,700,411			20,748,768
Passed Through Commonwealth of Virginia:								
<u>Department of Accounts</u>								
COVID-19 - Coronavirus Relief Fund	21.019 <sup>12</sup>		N/A		1,400,583			
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027 <sup>13</sup>		N/A		481,366			
<u>Department of Criminal Justice Services</u>								
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027 <sup>13</sup>		22-A3445ARRF		69,980			
<u>Virginia Community College System</u>								
COVID-19 - Coronavirus Relief Fund	21.019 <sup>12</sup>		N/A		132,364			
12 - Total COVID-19 - Coronavirus Relief Fund (21.019)							15,879,854	
13 - Total COVID-19 - Coronavirus State and Local Fiscal Recovery Funds (21.027)							37,251,757	
<b>Federal Communications Commission</b>								
Direct Awards:								
COVID-19 - Emergency Connectivity Fund Program	32.009				18,869,718			
<b>National Aeronautics and Space Administration</b>								
<u>Passed Through Inspiration and Recognition of Science and Technology:</u>								
Science	43.001		NNG06GA51A		42,630			
<b>National Endowment for the Arts</b>								
<u>Passed Through Mid Atlantic Arts Foundation</u>								
Promotion of the Arts Partnership Agreements	45.025		34421		5,500			
<b>Environmental Protection Agency</b>								
Passed Through Commonwealth of Virginia:								
<u>Department of Conservation and Recreation</u>								
Chesapeake Bay Program	66.466		N/A		17,000			

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**COUNTY OF FAIRFAX, VIRGINIA**  
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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<b>Department of Education</b>								
Direct Awards:								
Impact Aid	84.041				3,269,135			
Passed Through Commonwealth of Virginia:								
<u>Department of Behavioral Health and Developmental Services</u>								
Special Education-Grants for Infants and Families	84.181 <sup>14</sup>		720-4515-14		1,495,805			
COVID-19 - Special Education-Grants for Infants and Families	84.181 <sup>14</sup>		720-4515-14		5,758			
<u>Department of Education</u>								
Adult Education - Basic Grants to States	84.002		V002A160047 V002A170047 V002A180047		2,597,654			1,275,879
Title I Grants to Local Educational Agencies	84.010		S010A160046 S010A170046 S010A180046		27,434,491			
Title I State Agency Program for Neglected and Delinquent Children and Youth	84.013		S013A160046 S013A170046 S013A180046		9,460			
Special Education Grants to States	84.027	Special Education Cluster (IDEA)	H027A150107 H027A160107 H027A170107 H027A180107		39,278,067			
Career and Technical Education -- Basic Grants to States	84.048		V048A160046 V048A170046 V048A180046		2,386,117			
Special Education Preschool Grants	84.173	Special Education Cluster (IDEA)	H173A160112 H173A170112 H173A180112		916,508			
Education for Homeless Children and Youth	84.196		S196A170048 S196A180048		106,670			
Twenty-First Century Community Learning Centers	84.287		S287C150047 S287C160047 S287C170047 S287C180047		148,859			
English Language Acquisition State Grants	84.365		S365A150046 S365A160046 S365A170046 S365A180046		4,179,434			
Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)	84.367		S367A150044 S367A160044 S367A170044 S367A180044		3,534,161			
Student Support and Academic Enrichment Program	84.424		S424A170048		1,998,798			
COVID-19 - Education Stabilization Fund	84.425		S425D200008		123,104,531			

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Total for Special Education Cluster (IDEA) (84.027, 84.173)						40,194,575		
14 - Total Special Education-Grants for Infants and Families (84.181)							1,501,563	
<b>Department of Health and Human Services</b>								
Direct Awards:								
COVID-19 - Community Programs to Improve Minority Health Grant Program	93.137				673,077			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243				353,625			
COVID-19 - Provider Relief Fund and American Rescue Plan (ARP) Rural Distribution	93.498				1,987			
Head Start	93.600 <sup>23</sup>	Head Start Cluster			10,409,234			5,015,142
COVID-19 - Head Start	93.600 <sup>23</sup>	Head Start Cluster			274,428			142,052
Passed Through Commonwealth of Virginia:								
<u>Department for Aging and Rehabilitative Services</u>								
Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041		MOU-20-179		13,897			
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042 <sup>15</sup>		MOU-20-179		113,896			
COVID-19 - Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042 <sup>15</sup>		MOU-20-179 MOD 2		29,916			
Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043		MOU-20-179		2,000			
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044 <sup>16</sup>	Aging Cluster	MOU-20-179		929,083			
COVID-19 - Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044 <sup>16</sup>	Aging Cluster	MOU-20-179		44,649			
			MOU-20-179 MOD 2 MOU-20-179 MOD 6					
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	Aging Cluster	MOU-20-179		1,895,997			
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048		MOU-21-179		2,236			
National Family Caregiver Support, Title III, Part E	93.052		MOU-16-118		352,100			
			MOU-20-179					
Nutrition Services Incentive Program	93.053	Aging Cluster	MOU-20-179		306,206			
Medicare Enrollment Assistance Program	93.071		MOU-20-179		116,012			
Medical Assistance Program	93.778 <sup>27</sup>	Medicaid Cluster	MOU-20-179		46,699			

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<u>Department of Behavioral Health and Developmental Services</u>								
Projects for Assistance in Transition from Homelessness (PATH)	93.150		FY2021 DBHDS SPC 827		183,423			
			FY2022 DBHDS SPC 827					
COVID-19 - Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	93.665		FY2021 DBHDS SPC 824		127,848			
Opioid STR	93.788		FY2021 DBHDS SPC 822		203,394			
			FY2021 DBHDS SPC 825					
			FY2022 DBHDS SPC 822					
			FY2022 DBHDS SPC 825					
Block Grants for Community Mental Health Services	93.958 <sup>28</sup>		FY2018 DBHDS SPC 871		1,514,948			
			FY2020 DBHDS SPC 871					
			FY2021 DBHDS SPC 871					
			FY2022 DBHDS SPC 837					
			FY2022 DBHDS SPC 871					
COVID-19 - Block Grants for Community Mental Health Services	93.958 <sup>28</sup>		FY2022 DBHDS SPC 871		4,652			
Block Grants for Prevention and Treatment of Substance Abuse	93.959		FY2020 DBHDS SPC 872		3,077,956			
			FY2021 DBHDS SPC 872					
			FY2021 DBHDS SPC 997					
			FY2022 DBHDS SPC 814					
			FY2022 DBHDS SPC 818					
			FY2022 DBHDS SPC 872					
<u>Department of Education</u>								
Every Student Succeeds Act/Preschool Development Grants	93.434 <sup>17</sup>		90TP0039		1,348			
Temporary Assistance for Needy Families	93.558 <sup>19</sup>		2101VATANF		(4,895)			
Child Care and Development Block Grant	93.575 <sup>21</sup>	CCDF Cluster	2001VACCDF		898,612			
COVID-19 - Child Care and Development Block Grant	93.575 <sup>21</sup>	CCDF Cluster	ARP03546		139,300			
			ARP03467					
<u>Department of Health</u>								
Public Health Emergency Preparedness	93.069		EP&R FY 2020-2024		204,954			
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116		FRXTB603-GY21		221,429			
			FRXTB603-GY22					
Immunization Cooperative Agreements	93.268		FRXCIAP607GY21		75,826			
			FRXIAP607-FY22					
			FRXIP1607-GY22					
PPHF 2018: Office of Smoking and Health-National State-Based Tobacco Control Programs-Financed in part by 2018 Prevention and Public Health Funds (PPHF)	93.305		703A032924		(91)			

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
COVID-19 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323		FRXCOV610-GY21 FRXED610-GY21 N/A		16,944,218			
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354		FAIRFAX-619-0000119389		32,776			
National and State Tobacco Control Program	93.387		703A032924 709CE220066		127,175			
COVID-19 - Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391		521A210102		13,467			
Maternal, Infant and Early Childhood Home Visiting Grant Program	93.870		705A210069 705BJ632557 705BQ210111		565,910			
HIV Prevention Activities Health Department Based	93.940		FRXDIS611-GY21 FRXHIV611-FY21 FRXHIV611-FY22		33,604			
Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977		FRXDIS611-GY21		(3,987)			
Preventive Health and Health Services Block Grant	93.991		709BO210041		7,940			
Maternal and Child Health Services Block Grant to the States	93.994		705PMCH2021 705PMCH-FX2022		256,849			
<u>Department of Social Services</u>								
Guardianship Assistance	93.090		82201-90633 82202-90634 84728-93128 84928-92128 85528-91128 85828-91428		38,400			
Title IV-E Prevention Program	93.472		84751-93151 84951-92151 85551-91151 85851-91451		113,464			
MaryLee Allen Promoting Safe and Stable Families Program	93.556 <sup>18</sup>		84729-93129 84929-92129 85529-91129 85829-91429 86601-90359 86602-90360 86605-90361 86608-90393		77,663			
COVID-19 - MaryLee Allen Promoting Safe and Stable Families Program	93.556 <sup>18</sup>		86801-93152 86802-93153		5,812			

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Temporary Assistance for Needy Families	93.558 <sup>19</sup>		80801-90603 84709-93109 84710-93110 84711-93111 84712-93112 84727-93127 84909-92109 84910-92110 84911-92111 84912-92112 84927-92127 85509-91109 85510-91110 85511-91111 85512-91112 85527-91127 85809-91409 85810-91410 85811-91411 85812-91412 85827-91427 87201-90365 87202-90366 87204-90367 87207-90377 87210-90364 87212-90391 BEN-19-113-08 BEN-19-113-08 #2 CVS-19-057-A-11 CVS-19-057-A-11		4,789,181			656,935
COVID-19 - Temporary Assistance for Needy Families	93.558 <sup>19</sup>		CVS-19-057-A-11		(31,600)			
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566		81901-90623 84713-93113 84913-92113 85513-91113 85813-91413		1,341,612			
Low-Income Home Energy Assistance	93.568		84714-93114 84914-92114 85514-91114 85814-91414		419,407			
Community Services Block Grant	93.569 <sup>20</sup>		CVS-19-063-09		664,470			443,824
COVID-19 - Community Services Block Grant	93.569 <sup>20</sup>		CVS-20-124-09		310,419			310,419
Child Care and Development Block Grant	93.575 <sup>21</sup>	CCDF Cluster	88001-90785 OECD-19-047-02		(235,267)			

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
COVID-19 - Child Care and Development Block Grant	93.575 <sup>21</sup>	CCDF Cluster	88801-90564		15,465			
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CCDF Cluster	84716-93116		661,553			
			84717-93117					
			84718-93118					
			84916-92116					
			84917-92117					
			84918-92118					
			85516-91116					
			85517-91117					
			85518-91118					
			85816-91416					
			85817-91417					
			85818-91418					
			88901-90566					
Chafee Education and Training Vouchers Program (ETV)	93.599 <sup>22</sup>		86101-90353		69,990			
COVID-19 - Chafee Education and Training Vouchers Program (ETV)	93.599 <sup>22</sup>		88501-90273		10,914			
Adoption and Legal Guardianship Incentive Payments	93.603		82001-90651		3,025			
Stephanie Tubbs Jones Child Welfare Services Program	93.645		84731-93131		7,368			
			84931-92131					
			85531-91131					
			85831-91431					

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Foster Care Title IV-E	93.658		81107-90636		4,778,283			
			81108-90637					
			81110-90639					
			81112-90657					
			81113-90658					
			81401-90638					
			81402-90640					
			81403-90635					
			81404-90656					
			81405-90655					
			84319-90209					
			84705-93105					
			84706-93106					
			84707-93107					
			84733-93133					
			84738-93138					
			84747-93147					
			84905-92105					
			84906-92106					
			84907-92107					
			84933-92133					
			84938-92138					
			84947-92147					
			85505-91105					
			85506-91106					
			85507-91107					
			85533-91133					
			85538-91138					
			85547-91147					
			85805-91405					
			85806-91406					
			85807-91407					
			85833-91433					
			85838-91438					
			85847-91447					
			87301-90047					
			87302-90368					
			87303-90369					
			87502-90082					
Adoption Assistance	93.659		81201-90606		4,212,697			
			81202-90627					
			81203-90607					
			84324-90214					
			84708-93108					
			84908-92108					
			85508-91108					
			85808-91408					

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Social Services Block Grant	93.667 <sup>24</sup>		81701-90648		3,256,299			
			82904-90357					
			83304-90340					
			84720-93120					
			84722-93122					
			84723-93123					
			84724-93124					
			84725-93125					
			84726-93126					
			84742-93142					
			84920-92120					
			84922-92122					
			84923-92123					
			84924-92124					
			84925-92125					
			84926-92126					
			84942-92142					
			84957-92157					
			85520-91120					
			85522-91122					
			85523-91123					
			85524-91124					
			85525-91125					
			85526-91126					
			85542-91142					
			85557-91157					
			85820-91420					
			85822-91422					
			85823-91423					
			85824-91424					
			85825-91425					
			85826-91426					
			85842-91442					
			85857-91457					
			86401-90351					
			89501-90379					
			CVS-19-057-A-11					
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671 <sup>25</sup>		CVS-19-057-A-11		31,612			
COVID-19 - Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671 <sup>25</sup>		CVS-19-057-A-11		51,889			
John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674 <sup>26</sup>		84734-93134		37,687			
			84934-92134					
			85534-91134					
			85834-91434					
			86201-90356					

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
COVID-19 - John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674 <sup>26</sup>		88401-90270		71,281			
COVID-19 - Elder Abuse Prevention Interventions Program	93.747		89601-90380		27,453			
Children's Health Insurance Program	93.767		89602-90381					
			84702-93102		84,975			
			84902-92102					
			85502-91102					
Medical Assistance Program	93.778 <sup>27</sup>	Medicaid Cluster	85802-91402		8,382,992			
			84323-90213					
			84701-93101					
			84746-93146					
			84750-93150					
			84901-92101					
			84946-92146					
			84950-92150					
			85501-91101					
			85546-91146					
			85550-91150					
			85801-91401					
			85846-91446					
			85850-91450					
<u>Office of Children's Services</u>								
Social Services Block Grant	93.667 <sup>24</sup>		1300		439,446			
Passed Through Association of Food and Drug Officials: Food and Drug Administration_Research	93.103		G-SP-1909-07525		2,000			
Passed Through Child Development Resources: Child Care and Development Block Grant	93.575 <sup>21</sup>	CCDF Cluster	ITSN-NOR-17		399,424			
Passed Through National Association of County and City Health Officials: Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health	93.421		2019-081501		(1,470)			
Passed Through Virginia Early Childhood Foundation: Every Student Succeeds Act/Preschool Development Grants	93.434 <sup>17</sup>		22_FAIRFAX_PD 90TP0067 RR-2021-0002-FAIRFAX		817,941			

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Total for Aging Cluster (93.044, 93.045, 93.053)						3,175,935		
Total for CCDF Cluster (93.575, 93.596)						1,879,087		
Total for Head Start Cluster (93.600)						10,683,662		
Total for Medicaid Cluster (93.778)						8,429,691		
15 - Total Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals (93.042)							143,812	
16 - Total Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers (93.044)							973,732	
17 - Total Every Student Succeeds Act/Preschool Development Grants (93.434)							819,289	
18 - Total Promoting Safe and Stable Families (93.556)							83,475	
19 - Total Temporary Assistance for Needy Families (93.558)							4,752,686	
20 - Total Community Services Block Grant (93.569)							974,889	
21 - Total Child Care and Development Block Grant (93.575)							1,217,534	
22 - Total Chafee Education and Training Vouchers Program (ETV) (93.599)							80,904	
23 - Total Head Start (93.600)							10,683,662	
24 - Total Social Services Block Grant (93.667)							3,695,745	
25 - Total Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services (93.671)							83,501	
26 - Total John H. Chafee Foster Care Program for Successful Transition to Adulthood (93.674)							108,968	
27 - Total Medical Assistance Program (93.778)							8,429,691	
28 - Total Block Grants for Community Mental Health Services (93.958)							1,519,600	

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Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<b>Executive Office of the President</b>								
Passed Through Washington/Baltimore HIDTA: High Intensity Drug Trafficking Areas Program	95.001		2021TXFAIRFAXSHERIFF G20WB0004A G21WB0004A		531,197			
<b>Department of Homeland Security</b>								
Direct Awards:								
National Urban Search and Rescue (US&R) Response System	97.025				1,273,869			
Assistance to Firefighters Grant	97.044				148,432			
Passed Through Commonwealth of Virginia:								
<u>Department of Emergency Management</u>								
COVID-19 - Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036		FEMA-DR-4512-VA		36,843,797			
Emergency Management Performance Grants	97.042		EMP-2020-EP-0005-S01 EMP-2020-EP-0010-S01 EMP-2021-EP-0004-S03		165,622			
Homeland Security Grant Program	97.067 <sup>29</sup>		SHSP 2018 7954 SHSP 2019 8237 SHSP 2019 8242 SHSP 2020 8566 SHSP 2020 8592 SHSP 2020 8597 SHSP 2021 77 SHSP 2021 80		357,207			

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**Schedule of Expenditures of Federal Awards**  
**Fiscal year ended June 30, 2022**

Federal Grantor/Pass-Through Entity/Program Title	Assistance Listing Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Passed Through District of Columbia: <u>Homeland Security and Emergency Management</u> Homeland Security Grant Program	97.067 <sup>29</sup>		18UASI529-01 19UASI529-01 19UASI529-02 19UASI531-01 19UASI531-02 19UASI531-04 19UASI533-01 19UASI533-02 19UASI583-01 19UASI583-02 19UASI583-05 20UASI529-01 20UASI529-02 20UASI531-01 20UASI531-03 20UASI531-04 20UASI533-01 20UASI533-02 20UASI583-01 20UASI583-02 20UASI583-05 21UASI529-01 21UASI529-02 21UASI531-01 21UASI531-03 21UASI531-04 21UASI533-01 21UASI583-01 21UASI583-02 21UASI650-09		6,396,232			
29 - Total Homeland Security Grant Program (97.067)							6,753,439	
<b>Agency for International Development</b>								
Direct Awards:								
USAID Foreign Assistance for Programs Overseas	98.001				3,960,123			
					<u>\$ 775,644,490</u>		<u>\$ 38,343,958</u>	

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

## COUNTY OF FAIRFAX, VIRGINIA

### Notes to Schedule of Expenditures of Federal Awards

Fiscal year ended June 30, 2022

#### (1) Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards ("Schedule") includes all federal grant activity of the County of Fairfax, Virginia ("County") and its component units. The County's reporting entity is defined in Note A, Part 1 of the County's basic financial statements.

The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

#### (2) Summary of Significant Accounting Policies

Except for the beginning loan balances, expenditures reported on the accompanying Schedule are reported on the modified accrual basis of accounting as defined in Note A, Part 3 of the County's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited for reimbursement.

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

#### (3) Non-Cash and Other Programs

The Commonwealth of Virginia Department of Agriculture and Consumer Services, Food Distribution Program, administers the United States Department of Agriculture ("USDA") donated food program within the Commonwealth of Virginia. USDA provides values for all donated food. For Assistance Listing 10.555, National School Lunch Program, the County received donated food for the fiscal year ended June 30, 2022. The value of the donated food is included on the accompanying Schedule.

The Capital Area Food Bank donated food to the County for the fiscal year ended June 30, 2022, under Child and Adult Care Food Program (Assistance Listing 10.558). The value of the donated food is included on the accompanying Schedule.

Additionally, under USAID Foreign Assistance for Programs Overseas Assistance Listing 98.001, Fairfax County's Urban Search and Rescue Team ("USAR") can be deployed immediately by the U.S. Agency for International Development (USAID) to assist in the federal government's humanitarian response to a natural disaster. During these deployments, USAR will bring capital equipment and non-capital supplies to their deployment site. Under certain circumstances and with the federal government's approval, USAR will transfer, or donate, the capital equipment and non-capital supplies to designated relief organizations. For the year ended June 30, 2022, USAR purchased and transferred equipment or supplies valued at \$274,247 to these organizations.

## COUNTY OF FAIRFAX, VIRGINIA

### Notes to Schedule of Expenditures of Federal Awards

Fiscal year ended June 30, 2022

#### (4) Loans

The U.S. Department of Housing and Urban Development has insured certain mortgage loan borrowings made by the County through the Fairfax County Redevelopment and Housing Authority (Authority) in connection with certain low-income housing projects. The loan program under Assistance Listing 14.248, Community Development Block Grant Section 108 Loan Guarantees had outstanding principal balance of \$3,095,000 on June 30, 2022. This loan does not have any continuing compliance requirements; therefore, it is not reported on the accompanying Schedule.

The Authority provides loans to qualified low-income borrowers through Assistance Listing 14.239, Home Investment Partnerships Program ("HOME"), to promote home ownership and provide assistance with down payments and closing costs. The outstanding principal balance of the HOME loans was \$13,939,258 on June 30, 2022. Loans made in prior years to partnership entities that are believed to be uncollectable are tracked by the Authority's loan tracking software and the County's financial system. Since there is no expectation of collecting these loans, a 100% allowance is reflected, and the value of \$7,545,190 is not included in the ending principal balance.

The Authority also provides loans to qualified low-income homeowners or homeowners living in areas targeted for improvement, resulting in the elimination of health or safety code violations, through Assistance Listing 14.218, Community Development Block Grants/Entitlement Grants ("CDBG"). The outstanding principal balance of the CDBG loans was \$24,717,366 on June 30, 2022. Loans made in prior years to partnership entities that are believed to be uncollectable are tracked by the Authority's loan tracking software and the County's financial system. Since there is no expectation of collecting these loans, a 100% allowance is reflected, and the value of \$2,553,420 is not included in the ending principal balance.

In addition, the Authority held Federal Housing Administration – insured mortgage revenue bonds secured by land, buildings, and equipment of \$1,975,000 on June 30, 2022. This is reported under Assistance Listing 14.000.

On December 17, 2014, the Economic Development Authority and the County entered a Transportation Infrastructure Finance and Innovation Act ("TIFIA") loan agreement under Assistance Listing 20.223 with the United States Department of Transportation. The TIFIA loan is for the aggregate principal amount of up to \$403.3 million. This loan is to fund the County's obligated project costs for the construction of Phase Two of the Metrorail Silver Line extension. The outstanding balance of the TIFIA loan was \$462,874,633 on June 30, 2022, which includes principal and capitalized interest. The maximum principal available on the loan was reached in a prior year; therefore, no additional draws will be made against the loan. Under the terms of the loan agreement, the County will begin repayment on October 1, 2023. This loan does not have any continuing compliance requirements; therefore, it is not reported on the accompanying Schedule.

#### (5) Transportation Grants

The County's transportation grants are typically multi-year projects with flexible funding sources that result in funding allocation changes throughout the life of the project. Accordingly, due to the inherent nature of these transportation grants, the County prepares the accompanying Schedule using the best information available at the time of reporting. In cases where it is difficult to identify the mix of federal and state money under the federal transportation program, the expenditure is reported on the accompanying Schedule.

## **COUNTY OF FAIRFAX, VIRGINIA**

### **Notes to Schedule of Expenditures of Federal Awards**

Fiscal year ended June 30, 2022

#### **(6) Disaster Grants – Public Assistance (Presidentially Declared Disasters)**

After a presidentially declared disaster, FEMA provides assistance under the federal program, Disaster Grants – Public Assistance (Presidentially Declared Disasters) (Assistance Listing 97.036), to reimburse eligible costs associated with debris removal, emergency protective measures and the repair, restoration, reconstruction or replacement of public facilities, or infrastructure damaged or destroyed as a result of the federally declared disaster or emergency. The federal government typically makes reimbursements in the form of cost-share grants, but cost-share requirements were waived for expenditures incurred as a result of the COVID-19 pandemic. For the fiscal year ended June 30, 2022, FEMA approved \$36,843,797 in eligible expenditures that were incurred in both the current and prior fiscal years as follows: FY 2020 \$3,199,861; FY 2021 \$30,327,598; and FY 2022 \$3,316,338. These expenditures are reported on the accompanying Schedule.

#### **(7) COVID-19 Funding**

Several Acts of Congress provided relief funding to respond to the COVID-19 pandemic. The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed on March 27, 2020, to provide relief from the impact of the COVID-19 pandemic. In addition, the American Rescue Plan Act was signed on March 11, 2021, to provide additional assistance. Included in the Acts are provisions and funding specific to state and local governments to protect their communities during this challenging period. During the fiscal year ended June 30, 2022, the County received and expended COVID-19 funding for authorized purposes. For SEFA reporting, the prefix “COVID-19” is used in the name of each federal program that has COVID-19 related expenditures.

**COUNTY OF FAIRFAX, VIRGINIA**  
Schedule of Findings and Questioned Costs  
Fiscal year ended June 30, 2022

**(1) Summary of Auditor's Results**

**Basic Financial Statements**

- A. Type of report issued on the financial statements: **Unmodified**
- B. Internal control over financial reporting:
- Significant deficiencies identified that are not considered a material weakness? **None Reported**
- Material weakness identified? **No**
- C. Noncompliance material to financial statements noted? **None Reported**

**Federal Awards**

- D. Significant deficiencies in internal control over major programs noted? **None Reported**
- E. Material weaknesses in internal control over major programs noted? **No**
- F. Type of report issued on compliance for major programs: **Unmodified**
- G. Any findings which are required to be reported under Section 200.516(a) of Uniform Guidance? **No**
- H. Major programs are as follows:
1. Home Investment Partnerships Program (14.239)
  2. WIOA Cluster (17.258/17.259/17.278)
  3. Coronavirus Relief Fund (21.019)
  4. Emergency Rental Assistance Program (21.023)
  5. Coronavirus State and Local Fiscal Recovery Funds (21.027)
  6. Emergency Connectivity Fund Program (32.009)
  7. Special Education Cluster IDEA (84.024/84.173)
  8. Impact Aid (84.041)
  9. Education Stabilization Fund (ESF) (84.425)
  10. Head Start Cluster (93.600)
  11. Adoption Assistance (93.659)
  12. Disaster Grants – Public Assistance (Presidentially Declared Disasters) (97.036)
  13. Homeland Security Grant Program (97.067)
- I. Dollar threshold used to distinguish between Type A and Type B programs: **\$3,000,000**
- J. Auditee qualified as low-risk auditee? **No**

**COUNTY OF FAIRFAX, VIRGINIA**

Schedule of Findings and Questioned Costs

Fiscal year ended June 30, 2022

**(2) Findings Related to the Financial Statements Reported in Accordance with *Government Auditing Standards***

None reported.

**(3) Findings and Questioned Costs for Federal Awards**

None reported.

## COUNTY OF FAIRFAX, VIRGINIA

Status of Prior Audit Findings

Fiscal year ended June 30, 2022

### **Status of Prior Year Findings and Questioned Costs Relating to Government Auditing Standards**

**Finding 2021-001** – Fairfax County Housing and Redevelopment Authority – Forgivable loans with Blended Component Units

**Status:** Corrective action taken. Finding not repeated in current year.

### **Status of Prior Year Findings and Questioned Costs Relating to Federal Awards**

**Finding 2021-002** – Emergency Rental Assistance Program

**Status:** Corrective action taken. Finding not repeated in current year.



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** November 28, 2022

**TO:** Board of Supervisors

**FROM:** Christina C. Jackson, Chief Financial Officer

**SUBJECT:** Fiscal Year 2022 Audit Findings

DS  


This memorandum is being provided to give the Board a consolidated, detailed listing of any findings noted by the County's external auditors, Cherry Bekaert LLC, during the fiscal year 2022 audit, along with management's response. We are pleased to report that there were no reportable findings during this year's audit. In addition, we have included background information regarding audit requirements, along with an overview of the types of audit opinions and findings.

Of note, the County continued to receive multiple federal awards during the fiscal year to respond to the COVID-19 pandemic. The additional funding continued to result in an increase in the average number of federal programs requiring audit. A total of thirteen federal programs were audited, and of those, eight were either fully or partially related to pandemic-related funding, with approximately \$288.4 million in expenditures during fiscal year 2022. There were no audit findings resulting from the County's expenditure of these funds.

### BACKGROUND

Annually, the County is required to produce an audited financial report and is also required to have various areas audited in accordance with requirements of the Virginia Auditor of Public Accounts (APA). Further, federal grants are subject to a Uniform Guidance single audit (the Single Audit) of programs and expenditures. As noted above, these audits are performed by the County's external auditor, Cherry Bekaert LLC.

The Department of Finance produces the Annual Comprehensive Financial Report (ACFR), which is compiled in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The County has received a Certificate of Achievement in Financial Reporting from the Government Finance Officers Association (GFOA) of the United States and Canada each year since 1977. The award recognizes the ACFR as being easily readable and efficiently organized, while satisfying GAAP and applicable legal requirements.

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**Office of the County Executive**  
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Fairfax, VA 22035-0066  
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[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors - Fiscal Year 2022 Audit Findings  
November 28, 2022  
Page 2

The separate Board of Supervisors Reports is produced by Cherry Bekaert and includes their audit opinion for the ACFR, results of the Single Audit, along with documentation of required communications, engagement, and management representation letters.

The Code of Virginia requires that the ACFR be produced and submitted to the APA no later than December 15. In addition, the Code of Virginia requires that the results of the annual audit are presented to the Board of Supervisors by December 31. The audit process for the County is complex and is still underway during the month of November. The date of the opinion letter represents completion of field work by Cherry Bekaert. Additional administrative activities associated with the preparation and release of the reports occur after that date. Both the ACFR and the Board of Supervisors Reports were delivered electronically to the Board in advance of the December 6, 2022, Board Meeting, as soon as they became available.

## AUDIT OPINION

Under Government Auditing Standards, an organization's external auditors are required to denote the overall audit opinion of the financial statements. Categories of opinion are:

- **Unmodified Opinion** – financial statements of a given entity are presented fairly, in all material respects, in accordance with generally accepted accounting principles
- **Modified Opinion** – when an auditor has either a *qualified opinion*, *adverse opinion*, or *disclaimer of opinion*

For the fiscal year 2022 audit, the County's ACFR received an **Unmodified Opinion**, with Cherry Bekaert noting that the financial statements presented fairly, in all material respects, the respective financial position, and changes in financial position and cash flows were in accordance with GAAP. For the Single Audit, thirteen major grant programs were audited, and each received an **Unmodified Opinion**.

During the annual audit, Cherry Bekaert performs tests of internal control over financial reporting and compliance, and other matters. This covers not only the ACFR, but internal controls and compliance over major grant programs as required by the Uniform Guidance (grant auditing requirements).

## AUDIT FINDINGS

Audit standards require that reportable findings related to internal controls be classified under one of the following two categories in ascending order of significance/severity:

- **Significant Deficiency** - is a deficiency, or a combination of deficiencies, in internal control over financial reporting or compliance with federal program requirements, that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the organization's financial reporting.

Board of Supervisors - Fiscal Year 2022 Audit Findings

November 28, 2022

Page 3

- **Material Weakness** - is a deficiency, or a combination of deficiencies, in internal control over financial reporting or compliance with federal program requirements, where there is a reasonable possibility that a material misstatement of the organization's financial statements will not be prevented or detected on a timely basis.

For the fiscal year 2022 audit, there were no reportable findings.

For questions, please contact Chris Pietsch, Director, Department of Finance at 703-324-3126.

cc: Bryan J. Hill, County Executive

Christopher J. Pietsch, Director, Department of Finance

## Certificate Of Completion

Envelope Id: 858142486094455796AE6A93F0894786	Status: Completed
Subject: Complete with DocuSign: BOS Explanation of FY22 Audit Findings 11-28-22_updated header_1.docx	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 1	Initials: 1
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Tamara Tancredi
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	12000 Government Center Pkwy
	Department of Information Technology
	Fairfax, VA 22035-0063
	Tamara.Tancredi@fairfaxcounty.gov
	IP Address: 166.94.222.148


## Record Tracking

Status: Original	Holder: Tamara Tancredi	Location: DocuSign
2022 November 28   09:39	Tamara.Tancredi@fairfaxcounty.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fairfax County Government MAIN	Location: DocuSign

## Signer Events

Christina C. Jackson  
christina.jackson@fairfaxcounty.gov  
Chief Financial Officer  
Jackson  
Security Level: Email, Account Authentication (None)

## Signature

  
Signature Adoption: Pre-selected Style  
Using IP Address: 166.94.28.140

## Timestamp

Sent: 2022 November 28 | 09:42  
Viewed: 2022 November 28 | 10:05  
Signed: 2022 November 28 | 10:06

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2022 November 28   09:42
Certified Delivered	Security Checked	2022 November 28   10:05
Signing Complete	Security Checked	2022 November 28   10:06
Completed	Security Checked	2022 November 28   10:06
Payment Events	Status	Timestamps

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. *Kimberly LaFave, et al. v. County of Fairfax et al.*, Case No. CL-2021-0001569 (Fx. Co. Cir. Ct.)
  - 2. *Barry McCabe v. Fairfax County, Fairfax County Animal Shelter, Fairfax County Board of Supervisors, David Rohrer, Ed Roessler, Anthony Matos, Barbara Hutcherson, Amanda Novotny, and John Doe(s)*, Docket No. 21-801 (U.S. Sup. Ct.)
  - 3. *Victor Sun Zheng v. Jenny Mei Zhang and Darrin DeCoster*, Case No. CL-2022-0007810 (Fx. Co. Cir. Ct.)
  - 4. *Nathaniel President v. Fairfax County Police Department*, Case No. GV22-011791 (Fx. Co. Gen. Dist. Ct.)
  - 5. *Shaning Yu v. Fairfax County Government, Department of Human Resources*; Case No. GV22-013840 (Fx. Co. Gen. Dist. Ct.)
  - 6. *In re: April 20, 2022, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Addicott Hills Homeowners Association, Inc., Great Falls Citizens Association, and Farhad Saba v. Stonecrest Home Arts, Inc., and Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2022-0006672 (Fx. Co. Cir. Ct.), and *Addicott Hills Homeowners Association, Inc., Great Falls Citizens Association, and Farhad Saba v. Stonecrest Home Arts, Inc., Board of Supervisors of Fairfax County, Virginia, and Board of Zoning Appeals of Fairfax County, Virginia*, Case No. CL-2022-0007036 (Dranesville District)
  - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Walter S. Bowman and Issa Maria Bowman*, Case No. GV22-016114 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

Board Agenda Item  
December 6, 2022

8. *Jay Riat, Building Official for Fairfax County, Virginia v. Paul T. Tansill and Yonsun Jung Tansill*, Case No. GV22-017703 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kyu Chong*, Case No. CL-2022-0147222 (Fx. Co. Cir. Ct.) (Hunter Mill District)
10. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Elaine N. Oliver Trust*, Case No. GV22-017119 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. B-DEL Corporation and District Sports Center, LLC*, Case No. CL-2022-001273 (Fx. Co. Cir. Ct.) (Lee District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. NV Flagging LLC, f/k/a NV Flagging, Inc.*, Case No. CL-2022-0005298 (Fx. Co. Cir. Ct.) (Lee District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Badar Zaman and Haneefa Bibi*, Case No. GV22-11206 (Fx. Co. Gen. Dist. Ct.) (Lee District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Guenter Pfeli*, Case No. GV22-016106 (Fx. Co. Gen. Dist. Ct.) (Lee District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Steuart Backlick Plaza, LLC and Fresh World One, Inc.*, Case No. CL-2022-0013730 (Fx. Co. Cir. Ct.) (Mason District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mieu Lien Phung Living Trust, et. al.*, Case No. CL-2021-0014458 (Fx. Co. Cir. Ct.) (Mason District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ayman Awadallah and Reema Awadallah*, Case No. CL-2022-0014916 (Fx. Co. Cir. Ct.) (Mason District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Baileys I, LLC*, Case No. GV22-014686 (Fx. Co. Gen. Dist. Ct.) (Mason District)
19. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Konstantinos Kapasouris*, Case No. GV22-015831 (Fx. Co. Gen. Dist. Ct.) (Mason District)
20. *Jay Riat, Building Official for Fairfax County, Virginia v. Miguel A. Giron*, Case No. GV22-016112 (Fx. Co. Gen. Dist. Ct.) (Mason District)

Board Agenda Item  
December 6, 2022

21. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. David Sisson*, Case No. GV22-008186 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. MSSS LLC*, Case No. GV22-015058 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Isela Flores*, Case No. GV22-015512 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
24. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Keith Elliott, Jr.*, Case No. GV22-016112 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Keith Elliott, Jr.*, Case No. GV22-016109 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Charles Randall Gentry*, Case No. GV22-016015 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
27. *Jay Riat, Building Official for Fairfax County, Virginia v. Alexis Victoria Capestany, James Joseph Capestany and Laura M. Antuna*, Case No. GV22-016906 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. GC Retail L.C., Body and Soul, L.L.C.*, Case No. GV22-017389 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
29. *Jay Riat, Building Official for Fairfax County, Virginia v. AUR Properties, L.P. and Desi Bethak Inc.*, Case No. GV22-017701 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
30. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Walter E. Huizenga*, Case No. GV22-015513 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Hao Ngoc Nguyen and Anna Thi Nguyen*, Case No. CL-2022-0006184 (Fx. Co. Cir. Ct.) (Providence District)
32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Fairfax Center Associate, L.L.C. and Happy Tail Grooming Salon LLC*, Case No. CL-2021-0010534 (Fx. Co. Cir. Ct.) (Providence District)
33. *Jay Riat, Building Official for Fairfax County, Virginia v. Gul M. Niayz*, Case No. GV22-010258 (Fx. Co. Gen. Dist. Ct.) (Providence District)

Board Agenda Item  
December 6, 2022

34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tysons Ventures, LLC and Sasani Rashidi*, Case No. GV22-014021 (Fx. Co. Gen. Dist. Ct.) (Providence District)
35. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Deng Mang*, Case No. GV22-014715 (Fx. Co. Gen. Dist. Ct.) (Providence District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. The Board of Directors, Unit Owners Association of Renaissance 2230 and Gates Hudson Community Management, LLC*, Case No. GV22-017388 (Fx. Co. Gen. Dist. Ct.) (Providence District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Daniel M. Heltzer and Alyssa Ripka Lubov*, Case No. GV22-017981 (Fx. Co. Gen. Dist. Ct.) (Providence District)
38. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. William O'Rourke and Dorothy J. Z. O'Rourke*, Case No. CL-2021-0013479 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item  
December 6, 2022

3:00 p.m.

Public Hearing on SE 2021-MA-032 (McDonald's Corporation) to Permit a Restaurant with Drive Through in a Highway Corridor Overlay District, Located on Approximately 46,009 Square Feet of Land (Mason District)

This property is located at 6729 Arlington Boulevard, Falls Church, 22042. Tax Map 50-4 ((17)) G.

PLANNING COMMISSION RECOMMENDATION:

On October 19, 2022, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- Approval of SE 2021-MA-032, subject to the proposed development conditions dated October 18, 2022;
- Waiver of the loading space requirement;
- Modification of the transitional screening requirement along a portion of the southern property line;
- Reduction of the front yard setback; and
- Modification of the peripheral park lot landscaping requirement along the eastern property line.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Tabatha Cole, Planner, DPD

Board Agenda Item  
December 6, 2022

3:00 p.m.

Public Hearing on SE 2022-PR-00001 (Petroleum Marketing Group, Inc.) to Permit the Addition of a Convenience Store Within an Existing Service Station Building and a Waiver of the Open Space Requirement, Located on Approximately 19,643 Square Feet of Land (Providence District)

This property is located at 1953 Chain Bridge Road, McLean, 22102. Tax Map 29-4 ((1)) 17.

PLANNING COMMISSION RECOMMENDATION:

On October 19, 2022, the Planning Commission voted 10-0-1 (Chairman Murphy was absent from the meeting. Commissioner Bennett abstained from the vote) to recommend to the Board of Supervisors approval of the following actions:

- Approval of SE 2022-PR-00001, subject to the proposed development conditions dated October 18, 2022; and
- Approval of a waiver of the loading space requirement in Subsection 6101.3 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kevin McMahan, Planner, DPD

Board Agenda Item  
December 6, 2022

3:30 p.m.

Public Hearing on PCA A-502-04 (RZPA 2022-HM-00016) (CM Vantage LLC) to Amend the Proffers for RZ A-502 Previously Approved for Medium Density Residential to Permit the Addition of 28 Single Family Attached Dwellings to an Existing Multi-Family Development at an Overall Density of 12.3 Dwelling Units Per Acre (du/ac) with Associated Modifications to Site Design, Located on Approximately 14.59 Acres of Land (Hunter Mill District)

and

Public Hearing on DPA A-502-10 (RZPA 2022-HM-00016) (CM Vantage LLC) to Permit the 10<sup>th</sup> Amendment of the Development Plan for RZ A-502 to Permit the Addition of 28 Single Family Attached Dwellings to an Existing Multi-Family Development at an Overall Density of 12.3 Dwelling Units per acre (du/ac) and Associated Modifications to Site Design, Located on Approximately 14.59 Acres of Land (Hunter Mill District)

and

Public Hearing on PRC A-502-06 (RZPA 2022-HM-00016) (CM Vantage LLC) to Approve the PRC Plan Associated with RZ-A-502 to Permit the Addition of 28 Single Family Attached Dwellings to an Existing Multi-Family Development and Associated Site Modifications, Located on Approximately 14.59 Acres of Land (Hunter Mill District)

This property is located along Vantage Hill Road, East Side of Wainwright Drive and South Side of Baron Cameron Avenue. Tax Map 17-2 ((38)) all parcels.

This property is located along Vantage Hill Road, East Side of Wainwright Drive and South Side of Baron Cameron Avenue. Tax Map 17-2 ((38)) all parcels.

This property is located along Vantage Hill Road, East Side of Wainwright Drive and South Side of Baron Cameron Avenue. Tax Map 17-2 ((38)) all parcels.

PLANNING COMMISSION RECOMMENDATION:

On November 16, 2022, the Planning Commission voted 11-0-1 (Commissioner Spain abstained from the vote) to recommend to the Board of Supervisors the following:

- Approval of PCA A-502-04, subject to the execution of proffered conditions consistent with those dated November 16, 2022;

Board Agenda Item  
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- Approval of waiver of subsection 2105.3.B(2) of the Zoning Ordinance for the 200-square-foot privacy yard;
- Approval of DPA A-502-10; and
- Approval of PRC A-502-06, subject to the PRC conditions consistent with those dated October 19, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Lauren Hall, Planner, DPD

Board Agenda Item  
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3:30 p.m.

Public Hearing on RZ 2021-PR-012 (Pulte Home Company, LLC) to Rezone from C-3, HC, SC to PTC, HC, and SC to Permit a Mixed-Use Multi-Family Residential Development with up to 1.80 Floor Area Ratio (FAR) and Approval of the Conceptual and Final Development Plan, Located on Approximately 5.42 Acres of Land (Providence District)

This property is located at 1953 Gallows Road, Vienna, 22182. Tax Map 39-2 ((2)) 114 and 114A.

PLANNING COMMISSION RECOMMENDATION:

On November 16, 2022, the Planning Commission voted 12-0 to defer the decision only on RZ/FDP 2021-PR-012 to a date certain of November 30, 2022, with the record remaining open for written and electronic comments. The Planning Commission's recommendation will be forwarded upon decision

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)  
Katie Quinn, Planner, DPD

Board Agenda Item  
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3:30 p.m.

Public Hearing on PCA/CDPA 2007-LE-007 (RZPA 2022-LE-00056) (Hanover R.S. Limited Partnership) to Amend the Proffers and Conceptual Development Plan, for RZ 2007-LE-007, Previously Approved for Mixed-Use Development, to Permit Modifications to Proffers and Site Design at an Intensity of 1.71 Floor Area Ratio (FAR), Located on Approximately 6.18 Acres of Land (Lee District)

This property is located on the North Side of Spring Mall Road, and East of Loisdale Road. Tax Map 90-2 ((16)) A(pt.), B, C, D, and E (pt.).

PLANNING COMMISSION RECOMMENDATION:

On November 16, 2022, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following:

- Approval of PCA 2007-LE-007 and the associated Conceptual Development Plan Amendment, subject to the execution of proffered conditions consistent with those dated November 16, 2022;
- Approval of the Parking Reduction Request (#7463-PKS-008-01) pursuant to subsection 6100.6.B.1.c of the Zoning Ordinance based on the proximity of the development to Metrorail, and subject to the conditions dated August 11, 2022, and contained in Appendix 18 of the Staff Report;
- Waiver of subsection 5108.5.A.5.b of the Zoning Ordinance to eliminate the interior parking lot landscaping requirement for the additional level of the parking garage proposed;
- Modification of subsection 8100.7.E.2 of the Zoning Ordinance to allow the proposed 10-foot-wide shared use path to fulfill the on-street bike lane requirement identified in the Comprehensive Plan, as shown on the CDPA/FDPA;
- Reaffirmation of the following previously approved waivers and modifications associated with RZ 2007-LE-007;
  - Modification of the required number of loading spaces as required by the Zoning Ordinance, in favor of that shown on the CDPA/FDPA;

Board Agenda Item  
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- Waiver of the transitional screening yard and barrier requirements between uses on site as required by the Zoning Ordinance;
- Waiver of the 600-foot maximum length of private streets; and
- Modification of the 50 percent limitation on residential as a secondary use in the PDC District.

In a related action, the Planning Commission voted 12-0 to approve FDPA 2007-LE-007.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Zachary Fountain, Planner, DPD

Board Agenda Item  
December 6, 2022

3:30 p.m.

Public Hearing on PCA/CDPA 2007-LE-007-02 (RZPA 2022-LE-00057) (Springfield Hospitality, LLC) to Amend the Proffers and Conceptual Development Plan, for RZ 2007-LE-007, Previously Approved for Mixed-Use Development, to Permit Modifications to Proffers and Site Design at an Intensity of 1.71 Floor Area Ratio (FAR), Located on Approximately 5.35 Acres of Land (Lee District)

This property is located on the East Side of Loisdale Road across from Loisdale Court. Tax Map 90-2 ((13)) 5A1(pt.) and 90-2 ((16)) A(pt.).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission's Public Hearing on this application is scheduled for November 30, 2022. The Planning Commission's recommendation will be forwarded upon decision.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Zachary Fountain, Planner, DPD

Board Agenda Item  
December 6, 2022

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2021-IV-3MV Huntington Metro Station,  
South of Huntington Avenue and Northeast of North Kings Highway (Mount Vernon  
District)

ISSUE:

Plan Amendment (PA) 2021-IV-3MV considers amending the Comprehensive Plan recommendation for 29.5 acres of land in the Mount Vernon Planning District, MV1 Huntington Community Planning Sector, Mount Vernon Supervisor District. The subject area comprises the Huntington Metrorail station and the planned Bus Rapid Transit station connecting to Richmond Highway and Fort Belvoir, as well as an adjacent parcel. The subject area is planned for public facilities, 257,000 square feet of office use, and 30,000 square feet of retail use. The amendment considers and supports a revision to the Plan option for transit-oriented mixed-use development to include public facilities, 1,500 residential units, 382,000 square feet of nonresidential use, and a community center, subject to conditions related to transit infrastructure, urban design, the provision of parks and open spaces, affordable housing, and other recommendations.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing was held on October 19, 2022, and the decision-only was deferred to November 16, 2022. On November 16, 2022, the Planning Commission voted 12-0 to recommend that the Board adopt the staff recommendation with modifications as shown in the Planning Commission handout dated November 16, 2022. The modifications consist of text changes regarding the maintenance of urban parks, placemaking and urban design, an interparcel connection to the adjacent Huntington Club community, stormwater measures, and affordable housing. The Planning Commission recommendation also includes a modification to the proposed Huntington Transit Development Area Height Limits map to reduce the height in an area of the site near the Huntington neighborhood.

RECOMMENDATION:

The County Executive recommends that the Board adopt the Planning Commission recommendation.

TIMING:

Board action is requested on December 6, 2022.

BACKGROUND:

On January 26, 2021, the Board of Supervisors (Board) authorized consideration of Site-Specific Plan Amendment (SSPA) 2021-IV-3MV for a 29.5-acre subject area (Tax Map Parcels 83-1 ((1)) 17E and 88D1, and 83-1 ((7)) 1A), south of Huntington Avenue and east of North Kings Highway, on property owned by the Washington Metropolitan Area Transit Authority (WMATA) and a small, adjacent property under separate ownership. The Plan amendment authorization directed staff to evaluate a Plan option for mixed-use development up to 1.5 Floor Area Ratio (FAR), or approximately 1.8 million square feet, consisting of public facilities for the Huntington Metrorail Station, up to 360,000 square feet of nonresidential use, and up to 1,500 residential units on the WMATA parcels. The authorization also requested inclusion of a 0.34-acre parcel (Tax Map 83-1 ((7)) 1A) located adjacent to the WMATA property to encourage coordination, and as a result, an additional 22,000 square feet of office use (representative of 1.5 FAR) was analyzed, for a total of 382,000 square feet of nonresidential use on the study area. The staff recommendation supports this amendment based on transit-oriented development principles of concentrating intense land uses around the transit station, providing an urban design that promotes walking and biking, and providing high-quality amenities, such as a civic plaza on the south side of the site.

The Mount Vernon SSPA Task Force reviewed the proposed Plan amendment in a series of virtual public meetings held from March 2021 – July 2022. The task force deliberated on many topics, including challenges to on-site and off-site connectivity due to topography, compatible transitions to the adjacent homes on Biscayne Drive and North Kings Highway, access through a stormwater management conservation easement to the Huntington Club condominiums (planned and approved for significant, transit-oriented redevelopment), impacts to existing tree cover, the mix of land uses, and affordable housing. At its meeting on July 11, 2022, the Mount Vernon SSPA Task Force voted 7-0-2 to recommend a Plan amendment as found in Task Force Report Form (Attachment A of the enclosed Staff Report). The task force recommendation generally concurs with the proposed Plan amendment as shown in the Recommendation section of the staff report except in three main locations. These differences are shown as alternative text recommended by the task force and noted in text boxes in the Recommendation section. These areas of difference relate to the provision of urban parks and the recommendation for a pedestrian connection through the conservation easement.

FISCAL IMPACT:

None

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ENCLOSED DOCUMENTS:

Attachment I - Planning Commission Handout, dated November 16, 2022.

Planning Commission Meetings Video Archive available online at:  
<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commissionmeetings-video-archives>

The Staff Report for PA 2021-IV-3MV, dated September 29, 2022 has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/huntington-metro-station/2021-iv-mv3-staff-report.pdf>

STAFF:

Tracy D. Strunk, Director, Department of Planning and Development (DPD)

Leanna H. O'Donnell, Director, Planning Division (PD), DPD

Meghan Van Dam, Assistant Division Director, Chief, Policy & Plan Development Branch (PPDB), PD, DPD

Graham Owen, Planner IV, PPDB, PD, DPD

**PLANNING COMMISSION HANDOUT**  
**Plan Amendment 2021-IV-3MV**  
**November 16, 2022**

The following text is excerpted from the Staff Report for Plan Amendment 2021-IV-3MV, dated September 29, 2022, Recommendation section, showing the proposed Planning Commission modifications to the staff recommendation. Staff recommended modifications to the Comprehensive Plan are shown as underlined for text to be added (text proposed to be added that would be underlined is shown as double underlined). Additional Planning Commission modifications are shown in **bold, and yellow highlighted font with underline** for proposed additions and ~~double strike throughs~~ for proposed deletions.

Planning Commission Modification #1

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 64):

“Urban Design Framework

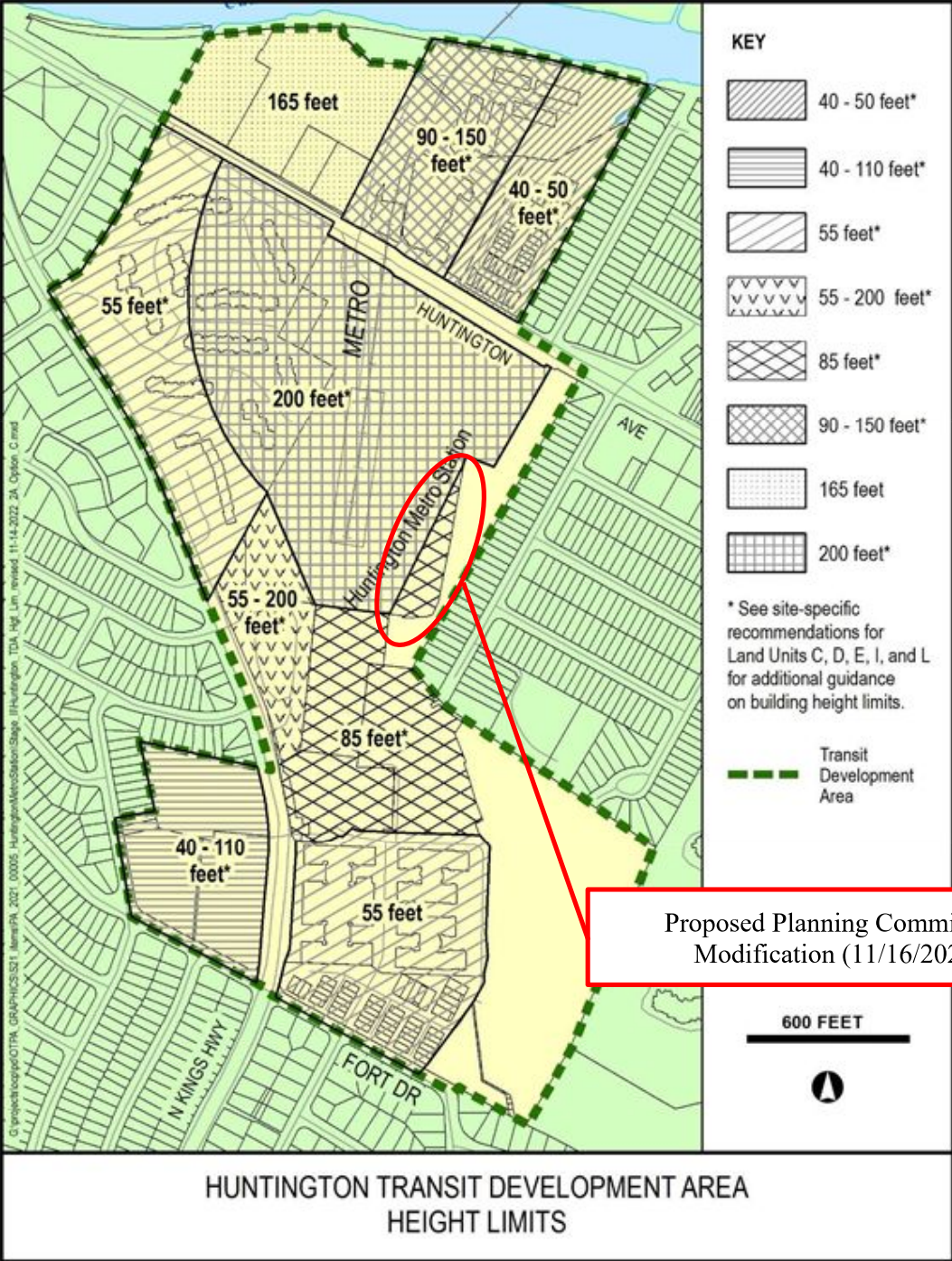
In the southern portion, a large, publicly accessible civic plaza above the BRT station adjacent to the Metrorail station entrance should be provided **consistent with the Urban Parks Framework** and serve as a central organizing feature.

...”

Planning Commission Modification #2

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 59):

Figure 12, Huntington Transit Development Area Height Limits (Draft Plan Text)



### Planning Commission Modification #3

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 65):

**“Placemaking, Building Forms, and Activating Street Frontages**

**The civic plazas and major walkways envisioned under the transit-oriented redevelopment option provide significant placemaking opportunities that can support public gatherings, ground floor commercial activity, and provide urban streetscape amenities to welcome people into the site. Volume I: Urban Design Guidelines for Fairfax County Commercial Revitalization Districts and Areas should be consulted for design guidance on streetscapes and building design.** Buildings and streetscapes should be designed in an urban form to create a lively, pleasant pedestrian experience that recognizes the site as the focal point of the TDA, and seeks to connect the site physically and architecturally to surrounding existing and planned redevelopment. Retail and other service uses should be provided within multifamily and nonresidential buildings along major walkways in both the northern and southern portions to activate the pedestrian realm along the street. Streetscapes along major pedestrian walkways should support an active, public realm with landscape panels including street trees, benches, wide sidewalks, and/or space for outdoor seating or browsing areas, pedestrian scale lighting, special paving, and other elements to frame the building zone. Buildings should align with the adjacent street, providing building zones (space between the back of the sidewalk and face of the building) that are generally less than 12 feet in width except where outdoor dining, parks, or amenity spaces are provided.

Building articulation, or changes in the façade, should be used to visually reduce the scale of a building and avoid monotonous building elevations. Buildings should include design features that create activated street frontages such as display windows, arcades, awnings, and high visibility entrances and ground floors with significant transparency. Long expanses of blank walls without windows or entrances detract from the pedestrian experience and are discouraged. If blank façades cannot be avoided, strategies should be used to mitigate their impact on the public realm, including wall murals. Service streets and entrances should be interior to the site and clearly defined to ensure they do not conflict with goals for the active frontages. **Refer to the Richmond Highway District Design Guidelines for design guidance on streetscapes and building design.**

Ground-floor uses should meet the daily needs of commuters, residents, employees, and visitors in the area, including uses such as restaurants, salons, convenience stores, dentists, physical therapists, childcare, entertainment uses, educational services, or fitness or life-style studios. Commercial and restaurant uses should be clustered and strategically located to provide a critical mass of activity, take advantage of pedestrian, bicyclist, and commuter traffic, and provide a shopping and dining destination for the area, including along the central civic plaza. Ground-floor uses should meet the daily needs of commuters, residents, employees, and visitors in the area, including uses such as restaurants, salons, convenience stores, dentists, physical therapists, childcare, entertainment uses, educational services, or fitness or life-style studios. Commercial and restaurant uses should be clustered and strategically located to provide a critical mass of activity, take advantage of pedestrian, bicyclist, and commuter traffic, and provide a shopping and dining destination for the area, including along the central civic plaza.

Flexible interim uses, including live/work and pop-up uses, may be located on the ground floor provided ground floor ceiling heights, building entrances, plumbing, and other critical commercial use components enable the spaces to be converted to the intended active uses in the future. Should an interim use be proposed, plans should demonstrate how the space would be converted with any redevelopment application. Moreover, the interim uses should achieve an active street presence.

...”

#### Planning Commission Modification #4

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 67):

##### “Multimodal Circulation

Interparcel walkways to Land Unit I **in the northern and southern portions of the subject area** should provide accessible, direct connections to the Metrorail entrances and, in the southern portion, to the central civic plaza to promote active mobility, health and well-being=within this area through improved access to nature. An interparcel walkway in the southern portion, as shown generally on Figure 11, should be efficiently designed with the nearby buildings, and routed to lessen disturbance to the natural area, minimize the loss of mature trees, and emphasize safety and security. The walkway’s location, design, and practicality, including in interim and final conditions, should be determined at the time of rezoning. Due to the grade change between potential landing points along the interparcel walkway connection to Land Unit I in the southern portion, accessible landings should be incorporated at frequent intervals along the trail to provide opportunities for respite and recreation for to promote usage by all ages and abilities. ~~The interparcel walkway in the southern portion should be designed and routed to be lessen disturbance to the natural area, and the location and feasibility, including in interim and final conditions, should be determined at the time of rezoning.~~

...”

#### Planning Commission Modification #5

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 68):

##### “Green Building, Environment, and Landscape Buffers

**Stormwater quantity and quality control measures that are substantially more extensive than minimum requirements should be provided, with the goal of reducing the total runoff volume.** The development is expected to meet, at least, the criteria for Leadership in Energy and Environmental Design (LEED) Silver Green Building certification or an equivalent third-party program. Stormwater quality and quantity controls should be provided on-site to reduce runoff volume and nonpoint source pollution. The emphasis should be on innovative, low impact development (LID) techniques and best management practices (BMPs) that evapotranspire water, filter water through vegetation and/or soil, and return water into the ground or reuse it and should include such features as rooftop landscaping. Stormwater management measures that are sufficient to attain the stormwater-related credit(s) of the most current version of LEED for New Construction (LEED®-NC) or LEED for Core and Shell (LEED®-CS) rating system (or third party equivalent of these credits) should be provided.

A conservation easement for stormwater purposes exists in a wooded, western portion of the site. Any development in this easement area should offset tree canopy on-site to the extent feasible with new tree plantings and by preserving and restoring existing tree canopy elsewhere on the site in order to meet tree preservation targets. Consolidation of TMPs 83-1 ((1)) 17E and 88D1 # with Parcel 83-1 ((7)) 1A is strongly encouraged to reduce overall encroachment into the areas with mature trees and steep slopes in the easement by aligning buildings with North Kings Highway.

The vegetated landscape buffer area on the eastern boundary, as noted on Figure 13, should be maintained and enhanced, and should remain undeveloped.

Light pollution and glare should be minimized in accordance with Objective 5 of the Environment element of the Policy Plan, especially for taller buildings with the potential to cast light on nearby residential properties.

...”

#### Planning Commission Modification #6

PA 2021-IV-3MV Staff Report dated September 29, 2022 (Page 68):

#### “Affordable Housing

Given the Board of Supervisors’ desire to make affordable housing a priority throughout the County and especially near transit, and the County’s One Fairfax policy, emphasis is given to affordable and workforce housing. Consistent with the TDA guidance, a minimum of 15% of new residential units should be affordable and provided in the form of Affordable Dwelling Units (ADUs) and/or Workforce Dwelling Units (WDUs) at AMIs as provided by the Zoning Ordinance and the Guidelines for Provision of Workforce Dwelling Units in the Housing section of the Policy Plan (WDU Policy). Affordable units should be provided consistent with the minimum 15 percent commitment level and at income tiers proportionate to the countywide tiers. The size of the committed Workforce Dwelling Units should be proportional to the size of market-rate units, consistent with the WDU Policy.

...”

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4:00 p.m.

Public Hearing for the De-Creation of Maddux Lane Area Sanitary District for  
Removal of Refuse/Recycling Collection Service (Dranesville District)

ISSUE:

Board of Supervisors to conduct a Public Hearing for the de-creation of Sanitary District for refuse/recycling collection service.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed petition to change Sanitary District for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisors' Adopted Criteria for the creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
DTA Local District 1-A1 Within Dranesville District (Maddux Lane Area)	De-Create	Refuse & Recycling	Approve

TIMING:

Board of Supervisors authorized to advertise on October 11, 2022, for a Public Hearing to be held on December 6, 2022, at 4:00 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the

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petition should be submitted to the Board of Supervisors for approval.

Staff recommends that the de-creation of a portion of Maddux Lane Area sanitary district for refuse/recycling collection be approved. If approved, the modification will become permanent on January 1, 2023.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map  
(Maddux Lane Area)

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and  
Environmental Services (DPWES)

Eric Forbes, Deputy Director, DPWES

## SUMMARY SHEET

Proposed alterations to the following small Sanitary District for refuse/recycling and/or leaf collection service:

1. De-Create Sanitary District in DTA Local District 1-A1 within Dranesville District for the purpose of removing County refuse and recycling collection services to a portion of Maddux Lane Area.

DATA SHEET  
De-Create Maddux Lane Area  
DTA Local District 1-A1  
Within the Dranesville District

Purpose: To remove County refuse and recycling collection services to a portion of the Maddux Lane area.

- Petition requesting service received July 25, 2022.
- Petition Area: 3 Properties.
- 3 Property Owners in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will be terminated effective January 1, 2023.

ADOPTION A RESOLUTION  
TO DE-CREATE MADDUX LANE AREA  
DTA LOCAL DISTRICT 1-A1  
FOR REFUSE AND RECYCLING COLLECTION SERVICES  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 11<sup>th</sup> day of October, 2022, it was proposed by said Board to adopt a resolution to de-create a district known as DTA Local District 1-A1 within Dranesville District to include a portion of Maddux Lane Area for the purpose of removing refuse/recycling collection to be effective January 1, 2023, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
December 6, 2022  
COMMENCING AT 4:00 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed sanitary district will be benefited by de-creating the sanitary district for the purpose of removing refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation of a sanitary district, pursuant to Virginia Code Section 15.2-858, as amended, to be known as DTA Local District 1-A1 within Dranesville District, Fairfax County, Virginia, which said de-creation of the sanitary district shall be described as follows:

The de-creation of DTA Local District 1-A1 within Dranesville District to include a portion of Maddux Lane Area located in the County of Fairfax, Virginia, and as shown on the attached map.

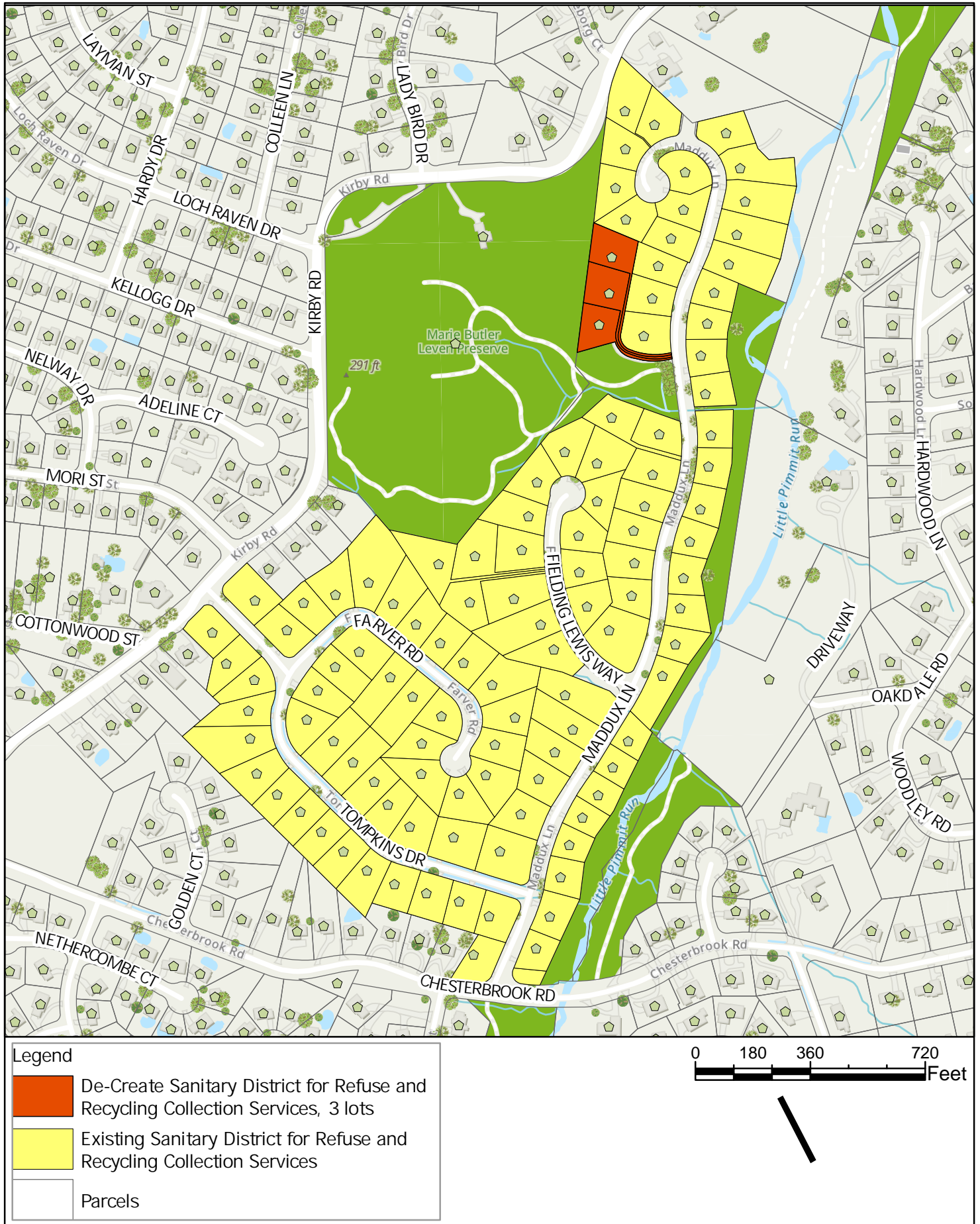
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Maddux Lane Area in DTA Local District 1-A1 within Dranesville is hereby created to wit:

To remove refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of December, 2022

\_\_\_\_\_  
Jill Cooper  
Clerk for the Board of Supervisors

# Maddux Lane Area Sanitary District Map



Board Agenda Item  
December 6, 2022

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Route 28 Widening from the Prince William County Line to Route 29 (Sully District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Route 28 Widening from the Prince William County Line to Route 29, supported by Project 2G40-189-000 in Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On November 1, 2022, the Board authorized advertisement of a public hearing to be held on December 6, 2022, at 4:00 p.m.

BACKGROUND:

This project consists of the widening of Route 28 from the existing four-lane divided roadway to a six-lane divided roadway. Widening shall begin just north of the Route 28 bridge over Bull Run and the Prince William/Fairfax County line and extend northward to a point just north of the Route 28/Upperridge Drive/Old Centreville Road intersection.

The project will also include intersection improvements including turn lane additions and limited widening on the intersecting street approaches to Route 28, and reconstruction of existing traffic signals. Stormwater management for quality and quantity control will be provided in accordance with Fairfax County, VDOT, and Virginia Department of Environmental Quality (VDEQ) criteria. Shared use paths shall be provided on both sides of the roadway from just north of the Bull Run bridge to the Route 28 intersection with Upperridge Drive/Old Centreville Road.

Land rights for Phase 2 of these improvements are required on eight properties, one of which has been acquired by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Dedication, Storm Drainage Easement, Sight Distance Easement, and Grading Agreement and Temporary Construction Easement.

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

EQUITY IMPACT:

A complete Equity Impact Statement in compliance with the recently published One Fairfax guidelines is not yet available for this item. The Department of Public Works and Environmental Services is developing a standard procedure for Equity Impact Statements associated with the acquisition of land rights for the user agency projects that we support.

FISCAL IMPACT:

Funding is available in Project 2G40-189-000, Route 28 Widening Right-of-Way, Northern Virginia Transportation Authority 70 Percent, in Fund 40010, County and Regional Transportation Projects. This project is included in the Adopted FY 2023 – FY 2027 Capital Improvement Program (with future Fiscal Years to FY 2032) and is included in the Board's Transportation Priorities Plan (TPP) adopted on January 28, 2014, and as amended on December 3, 2019. No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 7A).

STAFF:

Rachel Flynn, Deputy County Executive

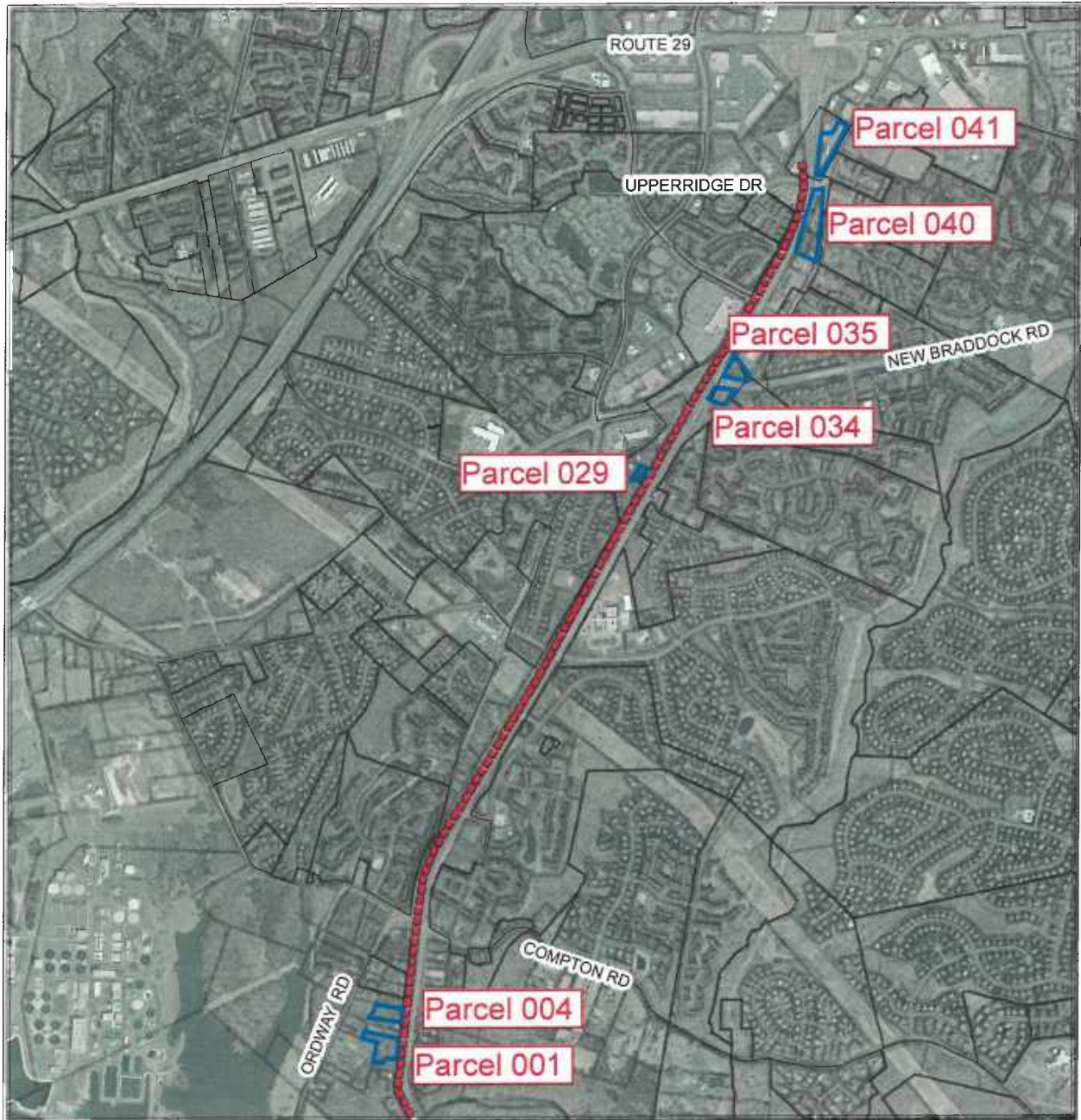
Tom Biesiadny, Director, Fairfax County Department of Transportation

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Carey F. Needham, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



# **ROUTE 28 WIDENING (PRINCE WILLIAM COUNTY LINE TO ROUTE 29)**

**Project 2G40-189-000**

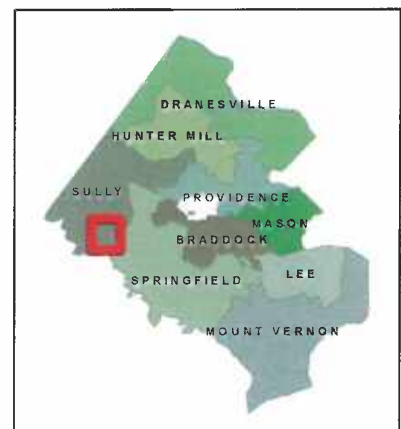
**Tax Map: 065-1 and 065-3  
065-2, 074-1, 054-4**

**Sully District**

**Affected Properties:**

**Proposed Improvements:**

0 5 10 20  
Miles



## **ATTACHMENT B**

### **RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, December 6, 2022, at which meeting a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, certain Project 2G40-189-000, Route 28 Widening from the Prince William County Line to Route 29 had been approved; and

**WHEREAS**, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

**WHEREAS**, the property interests that are necessary have been identified; and

**WHEREAS**, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than January 20, 2023.

**NOW THEREFORE BE IT RESOLVED**, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 7A by gift, purchase, exchange, or eminent domain; and be it further

**RESOLVED**, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of widening Route 28 from the existing four-lane divided roadway to a six-lane divided roadway as shown and described in the plans of Project 2G40-189-000, Route 28 Widening from the Prince William County Line to Route 29 on file in the Land Acquisition Division of the

Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

**RESOLVED**, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after January 6, 2023, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

**RESOLVED**, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES  
Project 2G40-189-000  
Route 28 Widening (Prince William County Line to Route 29)  
(Sully District)

PROPERTY OWNER(S)

- |   |                               |
|---|-------------------------------|
| 1. Lewis E. Washington III<br>Chelsea B. Washington<br><br>Address:<br>7108 Centreville Road<br>Centreville, VA 20121 | Parcel 001<br>074-1-01-0003B1 |
| 2. Jae Seon Oum<br>Jae Murphy<br><br>Address:<br>7102 Centreville Road<br>Centreville, Virginia 20121                 | Parcel 004<br>0653-01-0087    |
| 3. Maria I. Vasquez<br><br>Address:<br>6321 Old Centreville Road<br>Centreville, Virginia 20121                       | Parcel 029<br>0651-01-0008A1  |
| 4. Colonial Pipeline Company<br><br>Address:<br>Centreville and New Braddock Road-East<br>Centreville, Virginia 20121 | Parcel 034<br>0652-02-0002A   |

5. Colonial Pipeline Company

Parcel 035  
0652 02 0001B

Address:  
Centerville and New Braddock Road-East  
Centerville, Virginia 20121

6. North Fairfax Drive Investments, LLC

Parcel 040  
0652-01-0005

Address:  
6009 Old Centerville Road  
Centerville, Virginia 20121

7. SH Park Associates LLC

Parcel 041  
0544-05-0002A1

Address:  
5906 Old Centerville Road  
Centerville, Virginia 20121

A Copy – Teste:

---

Jill G. Cooper  
Clerk to the Board of Supervisor

ATTACHMENT 1

AFFECTED PROPERTY

Parcel 001

Tax Map Number: 074-1-01-0003B1

Street Address: 7108 Centreville Road  
Centreville, VA 20121

OWNER(S): Lewis E. Washington III and Chelsea B. Washington

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 3,032 sq. ft.

VALUE

Estimated value of interests and damages:

FOUR THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$4,530.00)

VDOT PROJECT: 0028-029-269 C501

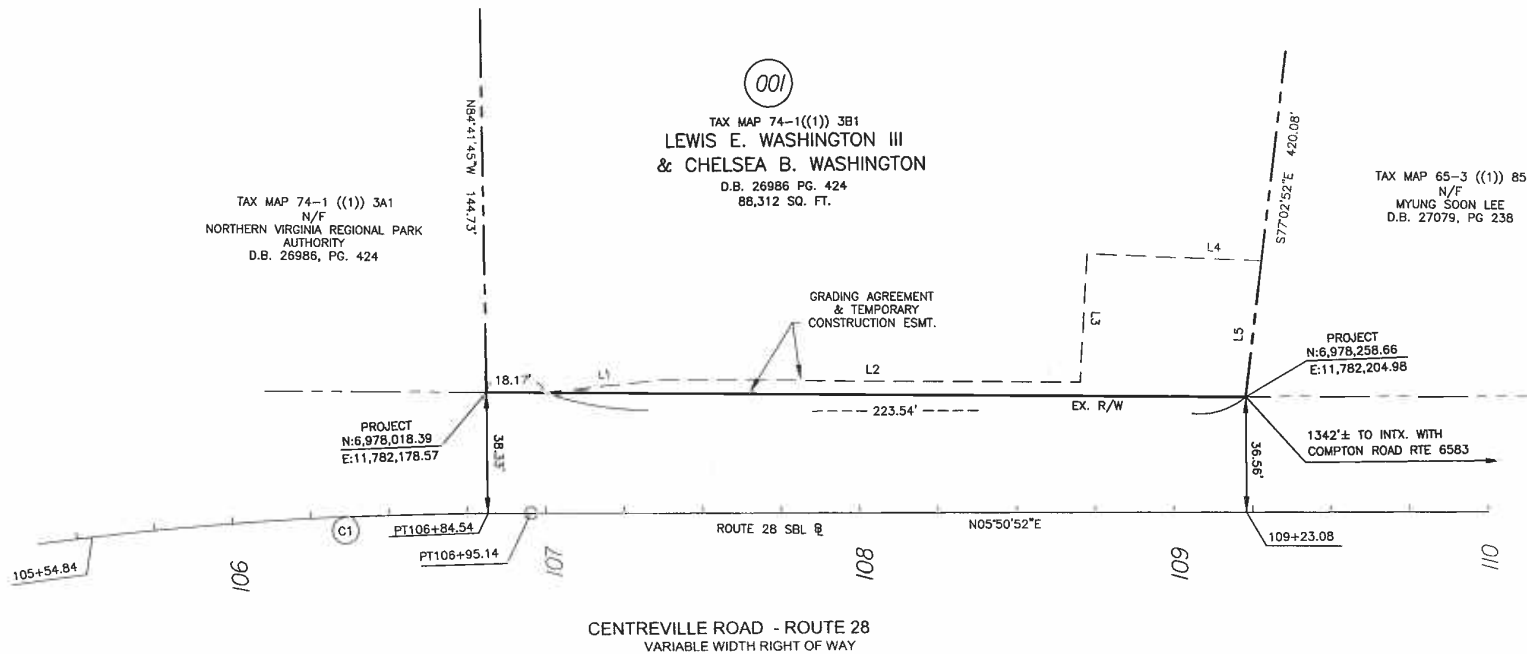
CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING
C1	1178.63'	605.15'	29°24'46"	309.40'	N08°26'35"W
					598.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°05'00" E	39.19'
L2	N 06°15'48" E	131.89'
L3	N 80°32'56" W	40.83'
L4	N 08°13'02" E	55.51'
L5	S 77°02'52" E	43.42'

TAX MAP 74-1 ((1)) 3A1  
N/F  
NORTHERN VIRGINIA REGIONAL PARK  
AUTHORITY  
D.B. 26986, PG. 424

001  
TAX MAP 74-1((1)) 3B1  
LEWIS E. WASHINGTON III  
& CHELSEA B. WASHINGTON  
D.B. 26986 PG. 424  
88,312 SQ. FT.

TAX MAP 65-3 ((1)) 85  
N/F  
MYUNG SOON LEE  
D.B. 27079, PG. 238



NOTES:

- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
- THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULT OF AN ACTUAL FIELD RUN BOUNDARY SURVEY. LIMITED FIELD SURVEYS WERE PERFORMED.
- ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
- THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
- THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 074-1 ((1)) 3B1.
- THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-269, C501, R-201.

AREA TABULATION

GRADING AGREEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT 3,032 SQ. FT



REVISED: 7/12/2021 - COMMENTS  
REVISED: 8/4/2021 - COMMENTS

PLAT PREPARED BY:  
**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 130  
GAINESVILLE, VA 20155  
PHONE: 703.468.2211  
FAX: 703.468.2212

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 C501, UPC: 108720  
FCDOT: 2640-136-000, 2640-100-000, AA1400143-17

FAIRFAX COUNTY, VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEY BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
GRADING AGREEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT  
ON

THE PROPERTY OF  
LEWIS E. WASHINGTON III  
& CHELSEA B. WASHINGTON  
DEED BOOK 26986 PAGE 424

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 25' DATE: NOVEMBER 24, 2020 DRAWN BY: PAM

AFFECTED PROPERTY

Parcel 004

Tax Map Number: 065-3-01-0087

Street Address: 7102 Centreville Road  
Centreville, Virginia 20121

OWNER(S): Jae Seon Oum  
Jae Murphy

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement –1,861 sq. ft.

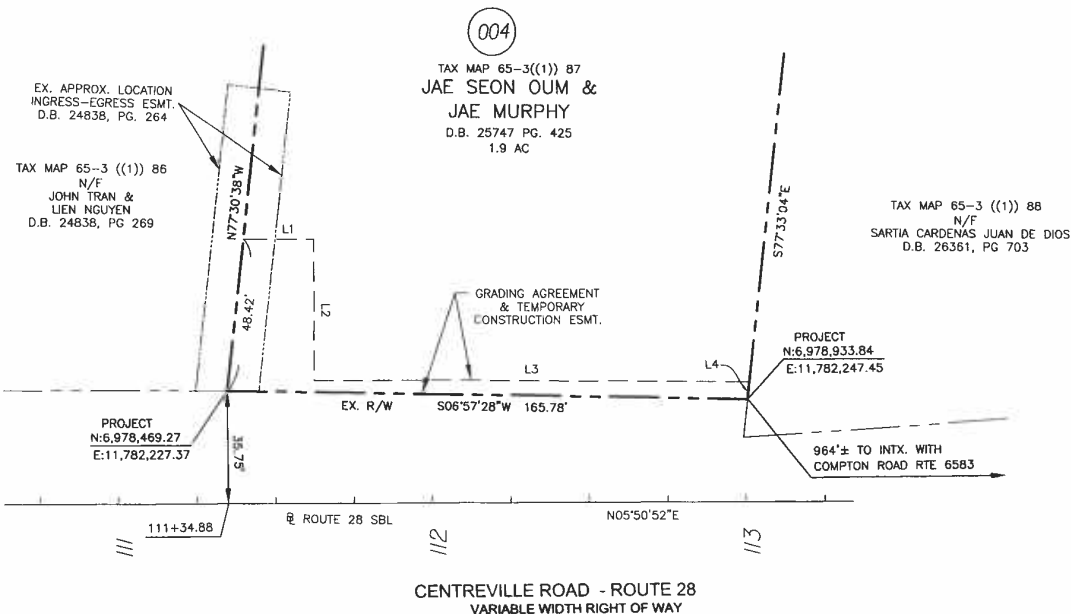
VALUE

Estimated value of interests and damages:

ONE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$1,930.00)

VDOT PROJECT: 0028-029-269 C501

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°15'48"E	22.42'
L2	S83°45'29"E	44.60'
L3	N06°15'48"E	138.69'
L4	S77°33'04"E	5.57'

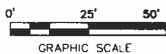


NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
2. THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULT OF AN ACTUAL FIELD RUN BOUNDARY SURVEY. LIMITED FIELD SURVEYS WERE PERFORMED.
3. ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
4. THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
5. THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 065-3 ((1)) 87.
6. THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-269, C501, R-201.

AREA TABULATION

GRADING AGREEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT 1,861 SQ. FT



REVISED: 8/4/2021 - COMMENTS

PLAT PREPARED BY:  
**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 130  
GAINESVILLE, VA 20155  
PHONE: 703.468.2211  
FAX: 703.468.2212

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 C501, UPC: 108720  
FCDOT: 2640-136-000, 2640-100-000, AA1400143-17

FAIRFAX COUNTY, VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEY BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
GRADING AGREEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT  
ON  
THE PROPERTY OF  
**JAE SEON OUM &  
JAE MURPHY**  
DEED BOOK 25747 PAGE 425

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 25' DATE: NOVEMBER 24, 2020 DRAWN BY: PAM

Q:\50127753\CAD\SURVEY\PLATS\RECORD\PARCEL 4.dwg

ATTACHMENT 3

AFFECTED PROPERTY

Parcel 029

Tax Map Number: 065-1-01-0008A1

Street Address: 6321 Old Centreville Road  
Centreville, Virginia 20121

OWNER(S): Maria I. Vasquez

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes – 1,520 sq. ft.

Storm Drainage Easement – 2,167 sf. ft.

VDOT Utility Easement – 2,367 sq. ft.

VALUE

Estimated value of interests and damages:

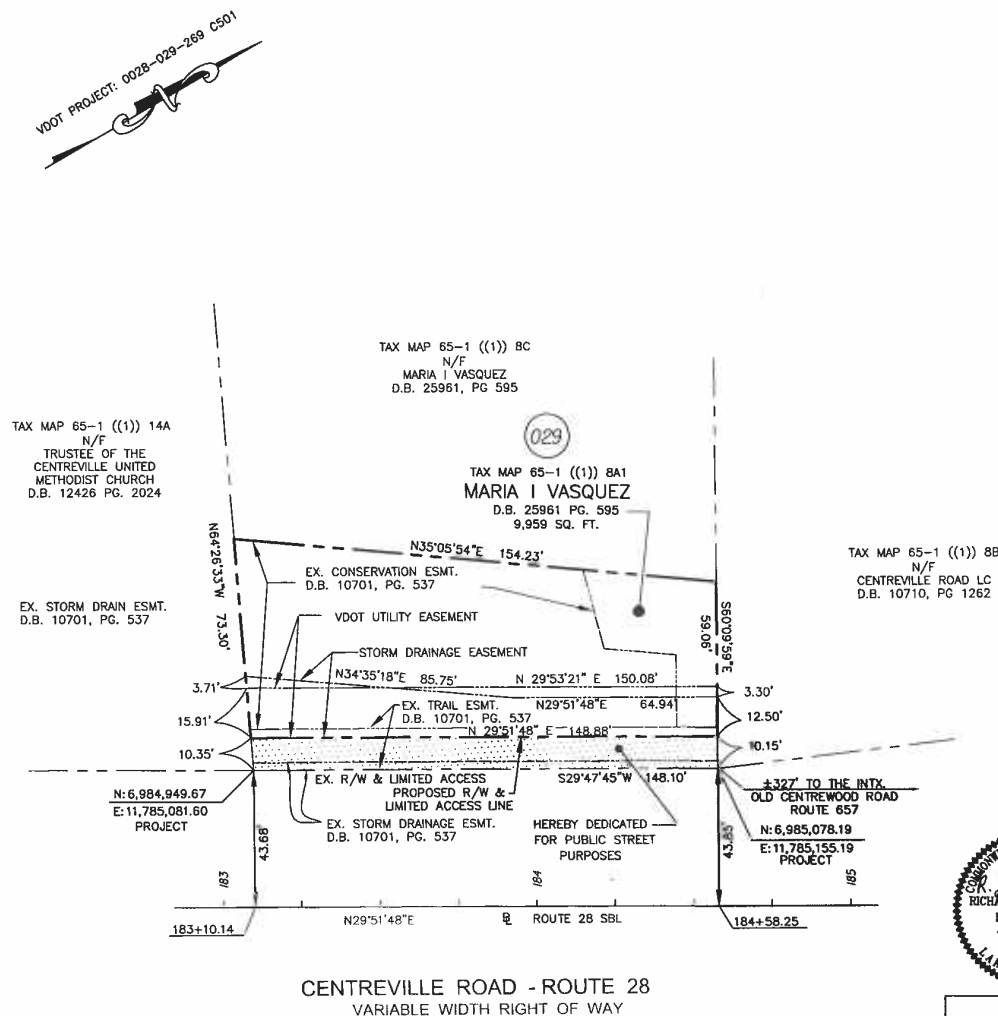
SEVENTEEN THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS  
(\$17,355.00)

## NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
2. THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULT OF AN ACTUAL FIELD RUN BOUNDARY SURVEY. LIMITED FIELD SURVEYS WERE PERFORMED.
3. ALL PREVIOUS RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
4. THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
5. THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 065-1 ((1)) BA1.
6. THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-269, CS01, R-201.

## AREA TABULATION

DEDICATION FOR PUBLIC STREET PURPOSES	1,520 SQ. FT
STORM DRAINAGE EASEMENT	2,167 SQ. FT
VDOT UTILITY EASEMENT	2,367 SQ. FT



REVISED: 7/12/2021 - COMMENTS  
REVISED: 6/4/2021 - COMMENTS

PLAT PREPARED BY:  
**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 130  
GAINESVILLE, VA 20155  
PHONE: 703.468.2211  
FAX: 703.468.2212

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 CS01, UPC: 108720  
FCDOT: 2640-136-000, 2640-100-000, AA1400143-17

## FAIRFAX COUNTY, VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEY BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
DEDICATION FOR PUBLIC STREET PURPOSES,  
STORM DRAINAGE EASEMENT,  
AND VDOT UTILITY EASEMENT

ON THE PROPERTY OF  
**MARIA I VASQUEZ**  
DEED BOOK 25961 PAGE 595

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 25' DATE: DECEMBER 15, 2020 DRAWN BY: PAM



AFFECTED PROPERTY

Parcel 034

Tax Map Number: 065-2-02-0002A

Street Address: Centreville and New Braddock Road East  
Centreville, Virginia 20121

OWNER(S): Colonial Pipeline Company

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement –1,001 sq. ft.

VALUE

Estimated value of interests and damages:

TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$2,555.00)

## NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
2. THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULT OF AN ACTUAL FIELD RUN BOUNDARY SURVEY. LIMITED FIELD SURVEYS WERE PERFORMED.
3. ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
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5. THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 065-2 ((2)) 2A.
6. THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-261, C501, R-201.

## AREA TABULATION

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AREA A	882 SQ. FT
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AREA B	119 SQ. FT
<b>TOTAL</b>	<b>1,001 SQ. FT</b>

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 C501, UPC: 108720  
FCDOT: 2G40-136-000, 2G40-100-000, AA1400143-17

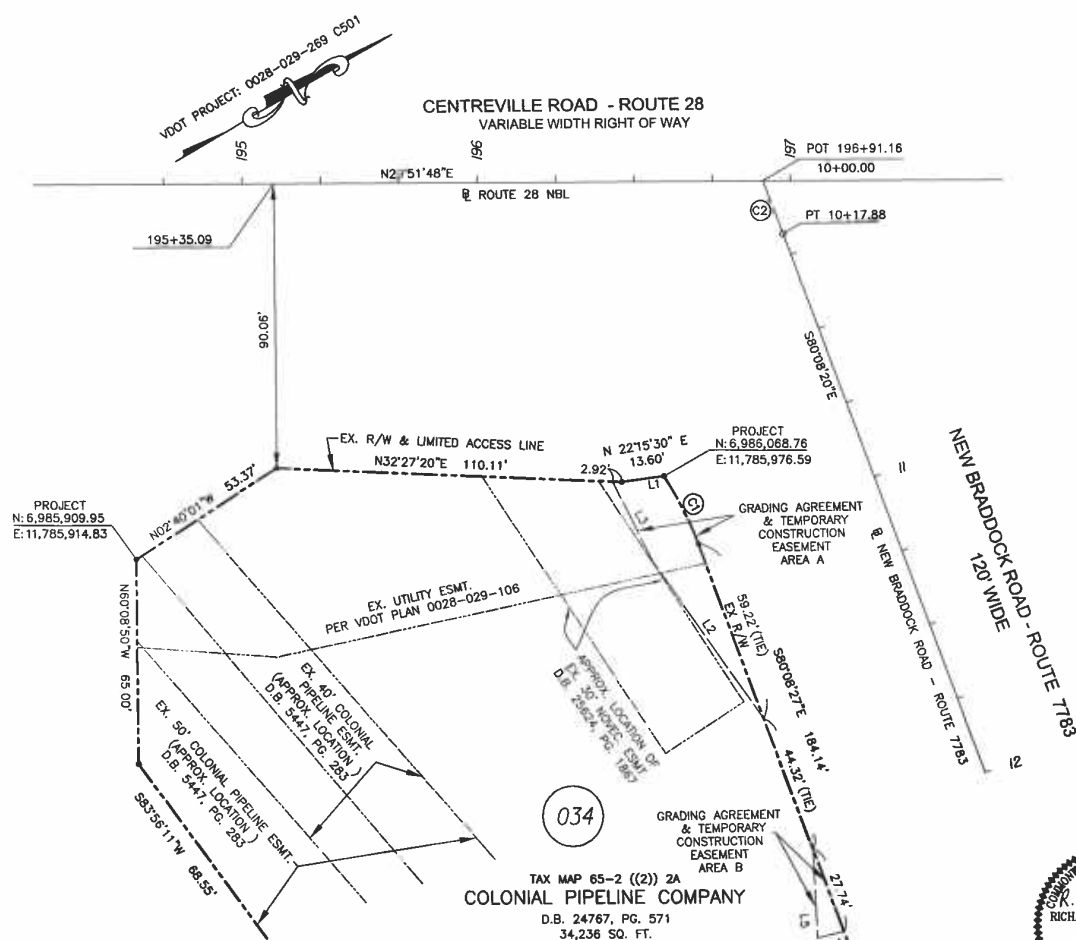
## FAIRFAX COUNTY, VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEYOR BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
GRADING AGREEMENT AND  
TEMPORARY CONSTRUCTION EASEMENTS  
ON  
THE PROPERTY OF  
**COLONIAL PIPELINE COMPANY**

DEED BOOK 24767 PAGE 571

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 25' DATE: NOVEMBER 19, 2020 DRAWN BY: PAM



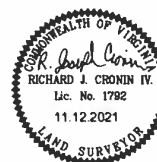
TAX MAP 65-2 ((2)) 2A  
**COLONIAL PIPELINE COMPANY**  
D.B. 24767, PG. 571  
34,238 SQ. FT.

## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	106.00'	24.14'	13°02'54"	12.12'	S86°39'54"E	24.09'
C2	725.00'	17.88'	1°24'47"	8.94'	S80°50'44"E	17.88'

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N22°15'30"E	9.41'
L2	S84°54'28"W	61.06'
L3	N86°08'17"W	28.38'
L4	S16°16'30"W	8.66'
L5	N62°18'53"W	28.12'



REVISED: 7/12/2021 - COMMENTS  
REVISED: 8/4/2021 - COMMENTS

PLAT PREPARED BY:

**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 130  
GAINESVILLE, VA 20155  
PHONE: 703.468.2211  
FAX: 703.468.2212

AFFECTED PROPERTY

Parcel 035

Tax Map Number: 065-2-02-0001B

Street Address: Centreville and New Braddock Road East  
Centreville, Virginia 20121

OWNER(S): Colonial Pipeline Company

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

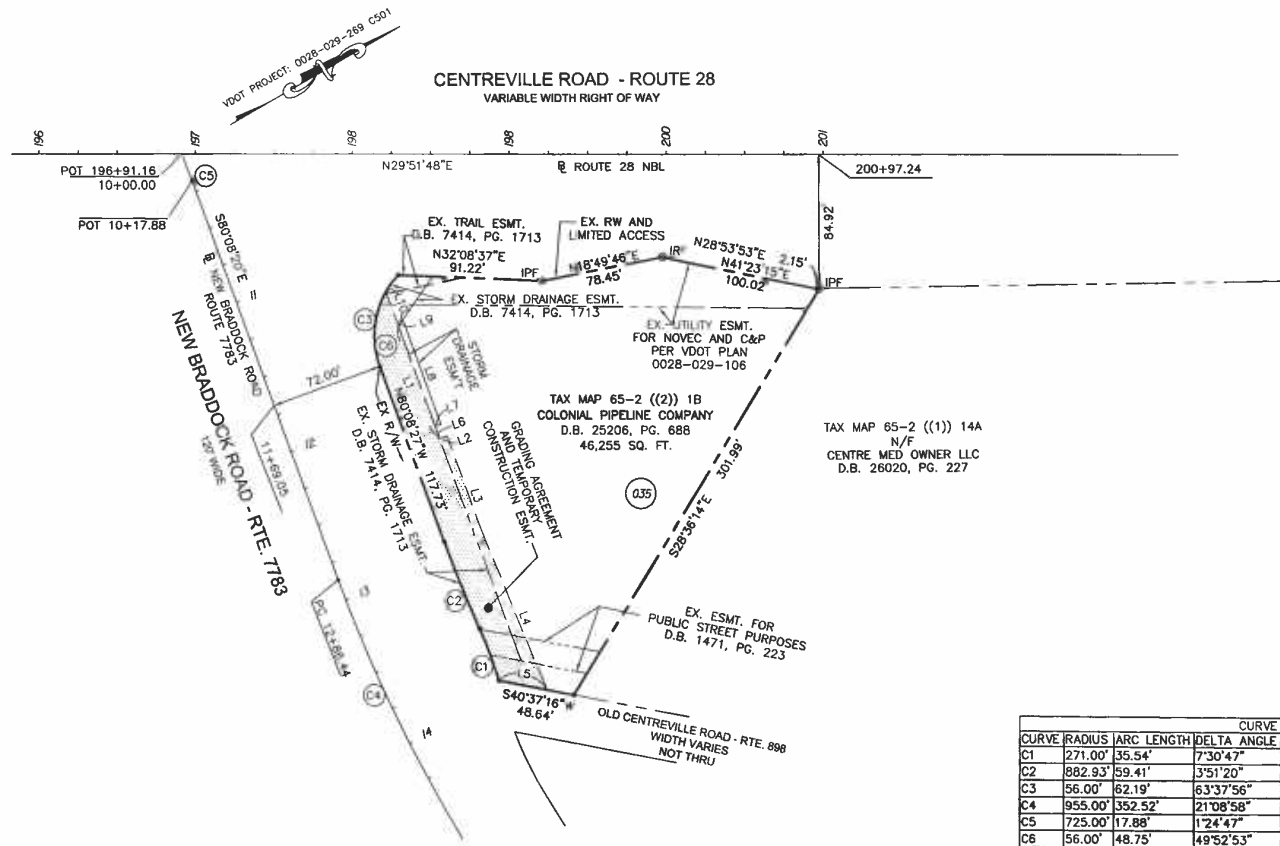
Storm Drain Easement –269 sq. ft.

Grading Agreement and Temporary Construction Easement –5,864 sq. ft.

VALUE

Estimated value of interests and damages:

FIFTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$58,880.00)

**NOTES:**

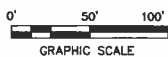
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN
2. THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY. LIMITED FIELD SURVEYS WERE PERFORMED.
3. ALL PREVIOUS RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFIED.
4. THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY. ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
5. THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 065-2 ((2)) 0001B.
6. THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-269, C501, R-201.

**LEGEND**

IPF IRON PIPE FOUND  
IRF IRON ROD FOUND

**AREA TABULATION**

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	5,864 SQ. FT.
STORM DRAINAGE EASEMENT	269 SQ. FT.



REVISED: 7/12/2021 - COMMENTS  
REVISED: 8/4/2021 - COMMENTS

PLAT PREPARED BY:  
**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 150  
FAIRFAX, VA 22035  
PHONE: 703.468.2211  
FAX: 703.468.2212

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 C501, UPC: 108720  
FCDOT: 2G40-136-000, 2G40-100-000, AA1400143-17

**FAIRFAX COUNTY, VIRGINIA**

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEY BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
STORM DRAINAGE EASEMENT AND  
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT  
ON  
THE PROPERTY OF  
**COLONIAL PIPELINE COMPANY**  
DEED BOOK 25206 PAGE 688

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 50' DATE: OCTOBER 2, 2020 DRAWN BY: PAM

AFFECTED PROPERTY

Parcel 040

Tax Map Number: 065-2-01-0005

Street Address: 6009 Old Centreville Road  
Centreville, Virginia 20121

OWNER(S): North Fairfax Drive Investments, LLC

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Storm Drain Easement –221 sq. ft.

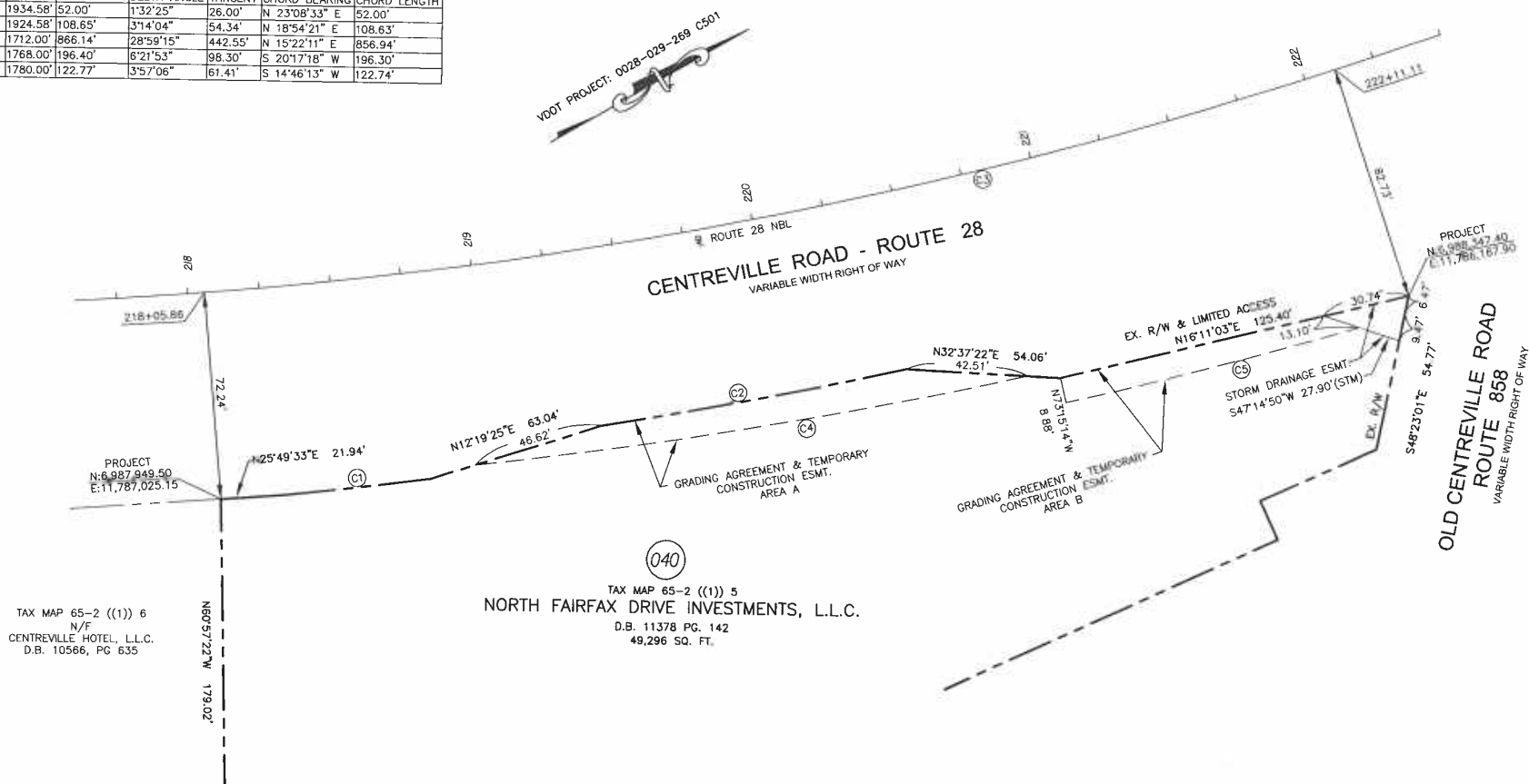
Grading Agreement and Temporary Construction Easement –2,481 sq. ft.

VALUE

Estimated value of interests and damages:

SIX THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS (\$6,935.00)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	1934.58'	52.00'	1°32'25"	26.00'	N 23°08'33" E	52.00'
C2	1924.58'	108.65'	3°14'04"	54.34'	N 18°54'21" E	108.63'
C3	1712.00'	866.14'	28°59'15"	442.55'	N 15°22'11" E	856.94'
C4	1768.00'	196.40'	6°21'53"	98.30'	S 20°17'18" W	196.30'
C5	1780.00'	122.77'	3°57'06"	61.41'	S 14°46'13" W	122.74'

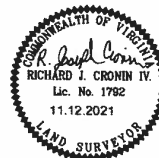
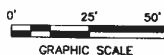


## NOTES:

- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
- THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULT OF AN ACTUAL FIELD RUN BOUNDARY SURVEY. LIMITED FIELD SURVEYS WERE PERFORMED.
- ALL PREVIOUS RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFIED SHOWN HEREON.
- THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENT ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
- THE PROPERTY DELINEATED IN THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 065-2 ((1)) 5.
- THIS SURVEY DATUM IS BASED ON VDOT PROJECT 0028-029-269, C501, R-201.

## AREA TABULATION

GRADING AGREEMENT & TEMPORARY CONSTRUCTION EASEMENT	AREA "A"	1,483	SQ. FT
	AREA "B"	846	SQ. FT
	TOTAL	2,481	SQ. FT
STORM DRAINAGE EASEMENT		221	SQ. FT



REVISED: 7/12/2021 - COMMENTS  
REVISED: 8/4/2021 - COMMENTS

PLAT PREPARED BY:  
**Dewberry**  
Dewberry Engineers Inc.  
13575 HEATHCOTE BLVD  
SUITE 130  
GAINESVILLE, VA 20155  
PHONE: 703.468.2211  
FAX: 703.468.2212

ROUTE 28 (CENTREVILLE ROAD) WIDENING  
PRINCE WILLIAM COUNTY/FAIRFAX COUNTY LINE TO ROUTE 29  
STATE PROJECT NO. 0028-029-269 C501, UPC: 108720  
FCDOT: 2G40-136-000, 2G40-100-000, AA1400143-17

## FAIRFAX COUNTY, VIRGINIA

DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
CAPITAL FACILITIES, LAND SURVEY BRANCH  
12000 GOVERNMENT CENTER PKWY, FAIRFAX COUNTY VIRGINIA

PLAT SHOWING  
STORM DRAINAGE EASEMENT  
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENTS  
ON THE PROPERTY OF  
**NORTH FAIRFAX DRIVE INVESTMENTS, L.L.C.**  
DEED BOOK 11378 PAGE 142

SULLY DISTRICT, FAIRFAX COUNTY VIRGINIA SHEET 1 OF 1  
SCALE: 1" = 25' DATE: DECEMBER 22, 2020 DRAWN BY: PAM

AFFECTED PROPERTY

Parcel 041

Tax Map Number: 054-4-05-0002A1

Street Address: 5906 Old Centreville Road  
Centreville, Virginia 20121

OWNER(S): SH Park Associates LLC

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes—18 sq. ft.

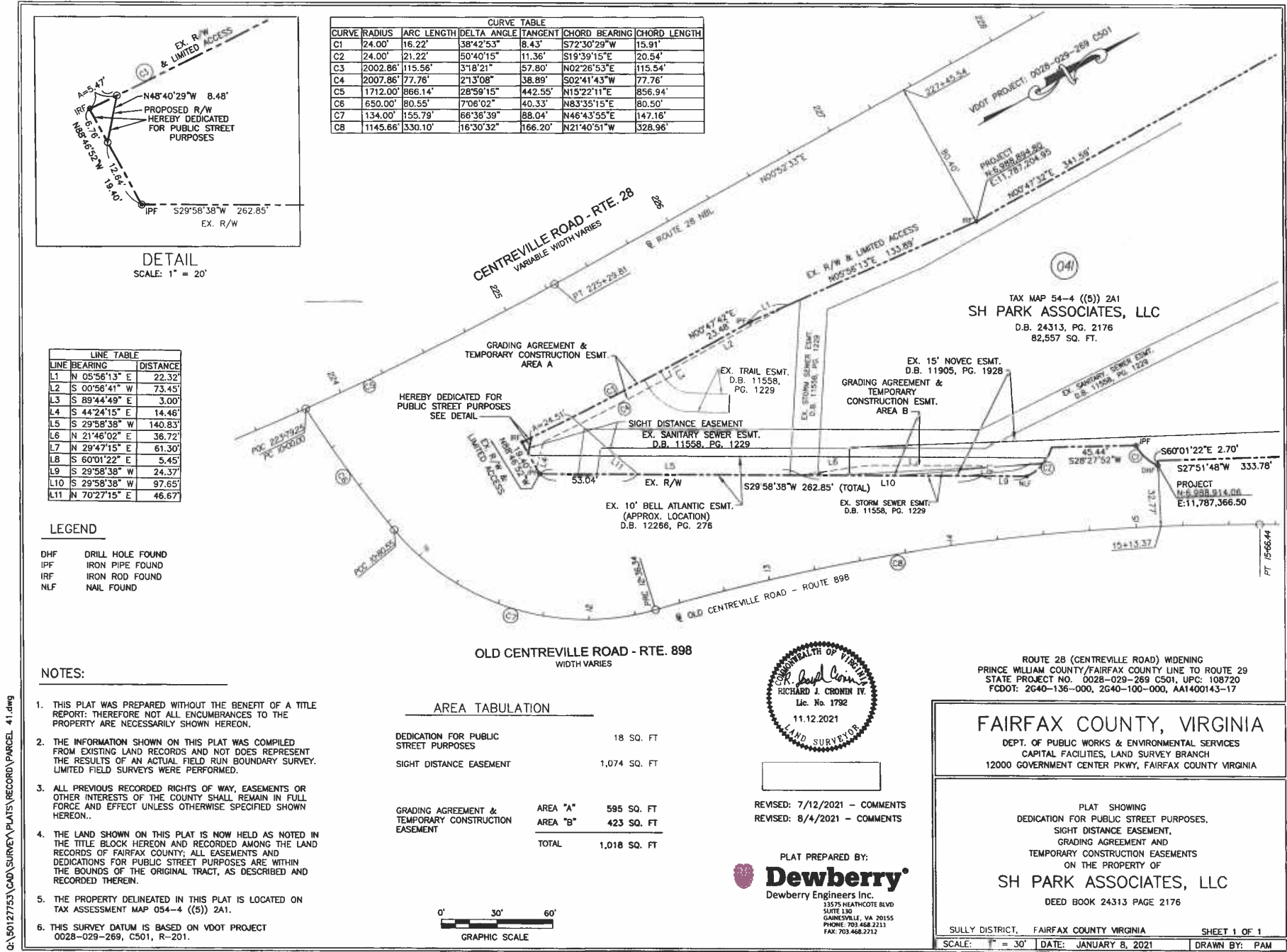
Sight Distance Easement —1,074 sq. ft.

Grading Agreement and Temporary Construction Easement —1,018 sq. ft.

VALUE

Estimated value of interests and damages:

TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS  
(\$24,375.00)



Board Agenda Item  
December 6, 2022

4:00 p.m.

Public Hearing to Consider a Temporary Uncodified Ordinance that will Provide for up to a One Dollar Per-Trip Emergency Taxicab Fuel Surcharge from December 30, 2022, through June 30, 2023

ISSUE:

Public hearing to consider a temporary uncodified ordinance that will provide for up to a one dollar (\$1.00) per-trip emergency taxicab fuel surcharge from December 30, 2022, through June 30, 2023.

RECOMMENDATION:

The County Executive recommends approval of a temporary uncodified ordinance that will provide for an emergency taxicab fuel surcharge of up to \$1.00 per-trip from December 30, 2022, through June 30, 2023.

TIMING:

On October 25, 2022, the Board authorized advertisement of a public hearing on December 6, 2022, at 4:00 p.m. to consider a temporary uncodified ordinance that will provide for up to a \$1.00 per-trip emergency taxicab fuel surcharge (Attachment 1). If adopted, the ordinance would be effective December 30, 2022, through June 30, 2023.

BACKGROUND:

In response to a request for emergency taxicab rate relief submitted on March 17, 2022, by Old Dominion Transportation Group, Inc. (ODTG), the Board adopted an emergency uncodified ordinance providing for a taxicab fuel surcharge of up to \$1.00 per-trip pursuant to Fairfax County Code Section 84.1-6-2 (Attachment 2), from April 13, 2022, through June 11, 2022.

On June 28, 2022, the Board of Supervisors approved a temporary uncodified ordinance that provided for an emergency taxicab fuel surcharge of up to \$2.00 per-trip from June 29, 2022, through December 29, 2022.

At the time of Board action on June 28, 2022, the American Automobile Association (AAA) Daily Report for the retail price for regular gasoline in Fairfax County averaged \$5.022 per gallon.

When gasoline prices increase, drivers absorb greater costs. With retail gas prices in

Board Agenda Item  
December 6, 2022

Fairfax County now averaging \$3.699 per gallon, taxicab drivers incur additional monthly expenses of \$11, or \$129 per year. These levels of non-reimbursed expense may continue to pose an economic hardship to the taxicab drivers in Fairfax County. The proposed emergency taxicab fuel surcharge of up to \$1.00 per-trip would offset gasoline prices up to \$4.296 per gallon.

In October 2022, staff received a second request from Old Dominion Transportation Group, Inc. to extend the surcharge into 2023, citing concerns about drivers leaving the taxicab industry.

Staff has analyzed the need for an emergency taxicab fuel surcharge and for the reasons set forth in the attached staff report recommends approving an emergency taxicab fuel surcharge beyond the previously approved date of December 29, 2022, for up to \$1.00 per-trip (Attachment 3). This surcharge of \$1.00 per-trip will continue to provide relief to current taxicab drivers who may still be suffering economic hardships resulting from high gasoline prices.

The proposed six-month emergency taxicab fuel surcharge will expire on June 30, 2023, unless rescinded sooner. Staff will continue to monitor gasoline prices during the next several months and may seek continued relief if prices remain high. Similarly, staff may recommend that the proposed emergency surcharge be rescinded prior to June 30, 2023, if prices consistently remain at a lower level.

On November 15, 2022, the Consumer Protection Commission (CPC) held a public hearing to consider a temporary uncodified ordinance that will provide for up to a \$1.00 per-trip emergency taxicab fuel surcharge from December 30, 2022, through June 30, 2023. The CPC voted 9-1-0 to recommend that the Board adopt the temporary uncodified ordinance.

Several surrounding jurisdictions have also reviewed similar requests for emergency taxicab fuel surcharges in response to sustained high gasoline prices and are continuing to monitor the impact on drivers that operate in their jurisdictions. Jurisdictions with current surcharges just ending or still in effect include Washington, DC with a \$1.00 surcharge effective March 16, 2022, and extended to November 11, 2022; Arlington County with a \$1.00 surcharge effective May 14, 2022, through November 13, 2022, and the City of Alexandria with a \$1.00 surcharge effective March 31, 2022, through March 30, 2023.

The County and Fairfax County Public Schools (FCPS) have several contracts with taxicab companies for special needs transportation. Payments under these contracts are in accordance with the current rates set forth in County Code Section 84.1-6-3. While both organizations will experience an operational impact from the temporary emergency taxicab fuel surcharge, the retention of taxicab drivers is vital in maintaining

transportation for students with disabilities and special needs to and from school and transportation options for eligible older adults, persons with disabilities, and those with limited income.

EQUITY IMPACT:

This action supports a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health, a One Fairfax Policy Area of Focus.

The on-demand availability of safe and reliable taxicab services supports the *County's Strategic Outcome Area: Mobility and Transportation* and is important to the public well-being, especially for those consumers unable to use public transportation and who rely on taxicab service for their basic transportation needs. In Fairfax County, 4.4 percent of the 398,653 households have no vehicle available.<sup>1</sup> In 2020, taxicabs provided service to over 327,000 passengers including 2,769 wheelchair accessible trips.

The retention of taxicab drivers is also vital in maintaining transportation for approximately 90 students with disabilities and special needs to and from school. Taxicab drivers also provide transportation services through the TOPS – Transportation Options, Programs & Services program which provides subsidized transportation funds for eligible participants who live in Fairfax County, the City of Fairfax, and the City of Falls Church. This program serves approximately 1,400 eligible residents and supports the *County's Strategic Outcome Area: Empowerment and Supporting Residents Facing Vulnerability* by using the existing taxicab framework to cross-collaborate with County and School efforts to provide residents with transportation services, enabling them to travel affordably, safely, and independently.

The \$1.00 per-trip emergency taxicab fuel surcharge will continue to provide relief to the taxicab drivers who may still be suffering an economic hardship from high fuel costs. This increase may also help retain current drivers and recruit new drivers, supporting the *County's Strategic Outcome Area: Economic Opportunity*.

FISCAL IMPACT:

Based on a six-month emergency taxicab fuel surcharge, the Department of Neighborhood and Community Services (DNCS) estimates an operational impact of \$1,416 based on 236 taxicab trips per month in their TOPS – Transportation, Options, Programs & Services program. TOPS connects riders with a variety of transportation modes and options, enabling them to travel affordably, safely, and independently.

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<sup>1</sup> United States Census Bureau: [Census - Table Results](#)

Board Agenda Item  
December 6, 2022

While the program participants are responsible for the full cost of the transportation fare, the TOPS program provides subsidized transportation funds for eligible residents of Fairfax County, the City of Fairfax, and the City of Falls Church.

FCPS estimates an operational impact of \$16,000 based on current monthly usage and indicates they can absorb the increased costs within their FY 2023 budget appropriation.

ENCLOSED DOCUMENTS:

Attachment 1 – Temporary Uncodified Ordinance  
Attachment 2 – Fairfax County Code Section 84.1-6-2  
Attachment 3 – Staff Report on Emergency Rate Relief

STAFF:

Ellicia Seard-McCormick, Deputy County Executive  
Rebecca L. Makely, Director, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

**AN UNCODIFIED ORDINANCE TO PROVIDE EMERGENCY TAXICAB RATE  
RELIEF**

AN UNCODIFIED ORDINANCE to impose an emergency fuel surcharge of up to one dollar per trip, in addition to the existing rates and charges for transportation and other services rendered to passengers in the County by taxicabs, from December 30, 2022, through June 30, 2023.

**Draft of October 6, 2022**

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

**1. That the following uncodified ordinance is hereby adopted:**

**A. Authority for Emergency Rate Relief**

1. Fairfax County Code Section 84.1-6-2(g) permits requests for emergency rate relief if dire financial needs exist as a result of circumstances beyond the taxicab industry's control. A petition for emergency rate relief was submitted to the County by a certificate holder operating within the County. Dire financial needs exist due to the rapid increase in gasoline prices that could not have been predicted and thus are not addressed by the current taxicab rates and charges set forth in County Code Section 84.1-6-3.
2. Virginia Code § 46.2-2062 authorizes the governing body of any county to regulate by ordinance the rates and charges for taxicab service in such county.

**B. Taxicab Fuel Surcharge**

1. In addition to the rates, fares and surcharges otherwise described in Fairfax County Code Section 84.1-6-3, there may be imposed an emergency fuel surcharge of up to one dollar (\$1.00) per trip.
2. No such emergency fuel surcharge shall be imposed after June 30, 2023, unless the Board of Supervisors readopts this ordinance.

- 2. That this ordinance will take effect on December 30, 2022, and extend through June 30, 2023, unless sooner rescinded by the Board.**

GIVEN under my hand this \_\_\_\_ day of December, 2022.

Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

**Section 84.1-6-2. Changes to rules, regulations, rates, fares, and charges; procedures.**

- (a) Changes in any rule, regulation, rate, fare, charge, and or practice thereto, for taxicab services rendered by certificate holders, may be approved by the Board after notice and hearing held by the Commission or upon recommendation of the Director.
- (b) On an annual basis the Board may consider changes in rates, fares or charges, upon petition by a certificate holder or a driver association. Any petition filed by a certificate holder or driver association for changes in rates, fares or charges must be filed simultaneously with the Clerk to the Board and the Director by June 30. A copy of such requests must be sent by the Director to the Commission, certificate holders, and any driver association within seven calendar days of submission to the Clerk to the Board.
- (c) Any petition for a change in rates, fares or charges will contain the following:
  - (1) The rates, fares or charges which are proposed for approval; and
  - (2) A sample billing analysis which will show the cost to riders for trips ranging from one mile to 20 miles in one-mile increments, using existing rates and proposed rates, including for each increment, the percent change.
- (d) Rate change petitions will be analyzed by the Director, using information submitted under Section 84.1-5-2 and other relevant data. The Director will use the following standard in consideration of whether the request is justified: the change in the Fairfax County Taxicab Industry Price Index since the last adoption of rates (plus or minus two percent). The Fairfax County Taxicab Industry Price Index is in the following form:

Fairfax County Taxicab Industry Price Index

Taxicab Cost Element	BLS Index	Weight
Salaries, Wages, and Profits	CPI-U (All Items)	0.62
Vehicle Purchase	New Vehicles	0.14
Fuel	Motor Fuel	0.11
Insurance and Other	Private Transportation Services	0.08
Maintenance, Parts, and Equipment	Motor Vehicle Maintenance and Repairs	0.05
<b>TOTAL COMPOSITE INDEX</b>		<b>1.00</b>

- (e) The Commission will review all recommendations or petitions for rate changes, along with the report of the Director, and the Commission will hold a hearing to consider evidence related to such recommendations or petitions for changes in rates, fares and charges, or any rule, regulation, or practice thereto, as soon as analysis and scheduling permit. After holding a public hearing and after such further investigation as the Commission may deem advisable, the Director will convey the recommendations of the Commission and the Director concerning the appropriate taxicab rates to the Board for consideration.
- (f) Except for emergency rate relief, certificate holders will provide notice to the public of proposed changes in fares, rates, or charges, by means of a sign posted in a conspicuous place in each of their vehicles operated as taxicabs in Fairfax County. Such notice will be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and will contain substantially the following legend:

Notice of Proposed Rate Change  
(Insert the Name of the Certificate Holder)

A proposed change in taxicab rates is under consideration by the Fairfax County government. The proposed rates are: (Insert description of the proposed changes).

The proposed taxicab rate change will be considered by the Consumer Protection Commission at a public hearing on (insert date, time, and location). Any interested person may appear before the Commission to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable and Consumer Services at 703-222-8435.

Notices with respect to the request for a rate change will be posted at least 15 calendar days prior to the Consumer Protection Commission public hearing and the Board of Supervisor's public hearing and will remain posted until the change in rates is denied or becomes effective.

- (g) Emergency rate relief requests will be considered in as timely a manner as possible, under the same procedures and criteria as set forth herein, except that emergency rate relief petitioners must demonstrate that dire financial needs as a result of circumstances beyond their control necessitate an increase prior to the next annual filing period. The filing date requirement found in 84.1-6-2(b) does not apply to an emergency rate relief request. A rate review according to Section 84.1-6-2, Subsections (a) through (f) will supersede any rate change granted on an emergency basis.

(4-00-84.1; 56-08-84.1; 39-16-84.1.)

**STAFF REPORT ON EMERGENCY RATE RELIEF****SUMMARY:**

In response to a request for emergency taxicab rate relief submitted on March 17, 2022, by Old Dominion Transportation Group, Inc. (ODTG), the Board adopted an emergency uncodified ordinance providing for a per-trip taxicab fuel surcharge of up to one dollar (\$1.00). This surcharge expired June 11, 2022. On June 28, 2022, the Board of Supervisors approved a temporary uncodified ordinance that provided for up to a two dollar (\$2.00) per-trip emergency taxicab fuel surcharge from June 29, 2022, through December 29, 2022.

In October 2022, staff received a second request from Old Dominion Transportation Group, Inc. to extend the surcharge into 2023, citing concerns about drivers leaving the taxicab industry.

The current average gasoline price still supports a surcharge and, in an effort, to avoid any gap in a surcharge as requested by the industry, staff recommends extending the emergency taxicab fuel surcharge beyond the previously approved expiration date of December 29, 2022. However, because of the decrease in gasoline prices, staff is only recommending up to a \$1.00 per-trip emergency taxicab fuel surcharge to offset the additional financial burden presently being absorbed by the taxicab drivers in Fairfax County. The taxicab operator has confirmed that 100 percent of the surcharge will continue to go directly to the taxicab drivers.

**PREVIOUS BOARD ACTIONS TO ADJUST TAXICAB FARES:**

On June 28, 2022, the Board of Supervisors approved a temporary uncodified ordinance that provided for an emergency taxicab fuel surcharge of up to \$2.00 per-trip from June 29, 2022, through December 29, 2022.

Previously on April 12, 2022, the Board of Supervisors adopted an emergency uncodified ordinance to provide for an emergency taxicab fuel surcharge of up to \$1.00 per-trip. This surcharge expired June 11, 2022.

Permanent taxicab fares were last increased in November 2014, when the cost of regular unleaded gasoline in the Metropolitan Washington area was \$3.66 per gallon.

**TAXICAB INDUSTRY IN FAIRFAX COUNTY:**

Since staff's last report in June 2022, King Cab Company operating White Top Cab shut down operations on September 1, 2022, and returned their 20 taxicab certificates to the County resulting in one operator managing the remaining three taxicab companies in Fairfax County.

<b>Company</b>	<b>Taxicab Certificates</b>
Fairfax Yellow Cab <sup>1</sup>	90
Springfield Yellow <sup>1</sup>	30
Fairfax Red Top <sup>1</sup>	10
<del>White Top Cab</del>	<del>20</del>
<b>Total</b>	<b>130</b>

<sup>1</sup> Owned and operated by Old Dominion Transportation Group, Inc.

Current taxicab rates are based on a gasoline cost of \$3.66 per gallon from July 2014. Since the last permanent rate increase in 2014, the taxicab industry has experienced significant changes. The chart below demonstrates several impacts over the last eight years as reported by the taxicab companies' most recent reports filed in 2021.

	<b>2013</b>	<b>2020<sup>1</sup></b>	<b>Change</b>
Taxicab Certificates	654	150	-77.1%
Taxicab Drivers	820	200	-75.6%
Trips	2,292,232	274,736	-88.0%
Passengers	2,732,894	327,032	-88.0%
Revenue	\$40,821,451	\$5,529,465	-86.5%

<sup>1</sup> As last reported by the companies in 2021.

The taxicab industry in Fairfax County is staffed by taxicab drivers who are independent contractors associated with the certificate holder; the drivers are not company employees. Taxicab drivers either lease their cabs from the taxicab companies or own their own cabs and pay "stand dues" to a company. Lease fees/car payments and fuel represent most of the operating expenses for drivers.

As independent operators, individual driver income is highly variable depending upon factors including the number of hours and days a driver chooses to work, the number of calls received by dispatch, a driver's awareness of market opportunities and ability to cultivate repeat customers, and economic growth and development within the County.

The industry is currently reporting that taxicab drivers work 5.7 days a week and 25 days a month and average 6.8 trips per day with a trip length of approximately eight miles.

**GASOLINE COSTS AND TRENDS: NATIONAL AND REGIONAL PERSPECTIVE:**

As shown in Table 1, the AAA's Daily Report the Washington, DC (VA Only) retail price for regular gasoline averaged \$3.600 as of November 15, 2022, \$0.246 higher than

prices a year ago. Table 1 also illustrates that the average regular gasoline retail price in Fairfax County is \$3.699 per gallon as of November 15.

The U.S. Energy Information Administration (EIA) *Short-Term Energy Outlook*<sup>1</sup> dated November 8, 2022, notes that growth in oil production – most notably production in the United States – keeps the oil price forecast lower on an average annual basis; however, prices will begin to rise in 2023.

#### IMPACT OF ADDITIONAL GAS COSTS ON DRIVERS:

According to company data, taxicab drivers in this area typically use approximately 11 gallons of gasoline per day. Other than lease fees, gasoline is the only operating expense most drivers face. As gasoline prices increase, drivers must absorb greater costs. Using the July 2014 (last permanent rate increase) gasoline price of \$3.66 per gallon as a baseline, compared to the currently retail price in Fairfax County of \$3.699 per gallon, taxicab drivers will incur additional monthly expenses of \$11, or \$129 per year. These levels of non-reimbursed expense may continue to pose an economic hardship to the taxicab drivers in Fairfax County.

#### SURCHARGE AMOUNT REQUIRED TO OFFSET THE INCREASED COSTS OF GASOLINE:

Table 2 displays actual per-gallon gasoline prices, and the corresponding surcharge that allows drivers to recoup their added costs of gasoline. An emergency taxicab fuel surcharge of up to \$1.00 per-trip would offset gasoline prices up to \$4.296 per gallon.

#### SURROUNDING JURISDICTIONS:

Several surrounding jurisdictions have also reviewed similar requests for emergency taxicab fuel surcharges in response to sustained high gasoline prices and are continuing to monitor the impact on drivers that operate in their jurisdictions. Results of that survey are summarized in Table 3.

#### IMPACT OF A FUEL SURCHARGE ON THE COST OF A TRIP:

Table 4 contains sample billings when a per-trip fuel surcharge of \$0.50 and \$1.00 are added to trips ranging from one mile to 20 miles. For an eight-mile trip, which company data indicates is the current average trip duration, an emergency taxicab fuel surcharge of up to \$1.00 per-trip would increase the average fare from \$20.78 to \$21.78, or 4.8 percent.

While the percentage increase on any of the potential emergency taxicab fuel surcharge amounts are proportionately much higher for short trip fares, the enactment of an

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<sup>1</sup> EIA, *Short Term Energy Outlook* (11/8/22), available at [Short-Term Energy Outlook - U.S. Energy Information Administration \(EIA\)](#)

emergency taxicab fuel surcharge will provide an incentive for taxicab drivers to seek short trips, and thus to provide better service to the community.

DURATION OF SURCHARGE:

During 2005 and 2008, the Board approved a series of temporary surcharges that typically lasted about six months. In this case, the proposed six-month emergency taxicab fuel surcharge will expire on June 30, 2023, unless rescinded sooner. Staff will continue to monitor gasoline prices during the next several months and may seek continued relief if prices remain high.

Similarly, staff may recommend that the proposed emergency surcharge be rescinded prior to June 30, 2023, if prices consistently remain at a lower level.

FINDINGS:

It is staff's opinion that this economic impact satisfies the requirement of Section 84.1-6-2(g) of "dire financial need" that it is "as a result of circumstances beyond [the taxi drivers'] control."

A temporary emergency taxicab fuel surcharge of up to \$1.00 per-trip is intended to offset drivers' increased operating expenses attributable to increased gasoline prices. As noted, area gasoline prices averaged \$3.600 per gallon on November 15, with the average retail price in Fairfax County at \$3.699 per gallon which is \$0.039 per gallon more than the \$3.66 per gallon average gasoline price in 2014 when taxicab rates were last permanently increased.

The on-demand availability of safe and reliable taxicab services is important to the public well-being, especially for those consumers unable to use public transportation and who rely on taxicab service for their basic transportation needs. The emergency taxicab fuel surcharge of up to \$1.00 per-trip will provide continued relief to the taxicab drivers who may still be suffering an economic hardship from high fuel costs. This increase may also help retain current drivers and aid in the effort to add new taxicab drivers, to the public's benefit.

RECOMMENDATIONS:

1. Staff recommends that the Board of Supervisors approve up to a \$1.00 per-trip emergency taxicab fuel surcharge.
2. The emergency taxicab fuel surcharge of up to \$1.00 per-trip is designed to (a) cover the added costs of gasoline at pricing levels of approximately \$3.699 per gallon, thereby temporarily compensating drivers for high gasoline costs; and (b) provide a sufficient incentive to retain and recruit drivers operating in Fairfax County, to the public's benefit.
3. The emergency taxicab fuel surcharge of up to \$1.00 per-trip would expire on June 30, 2023, unless rescinded sooner by the Board of Supervisors.

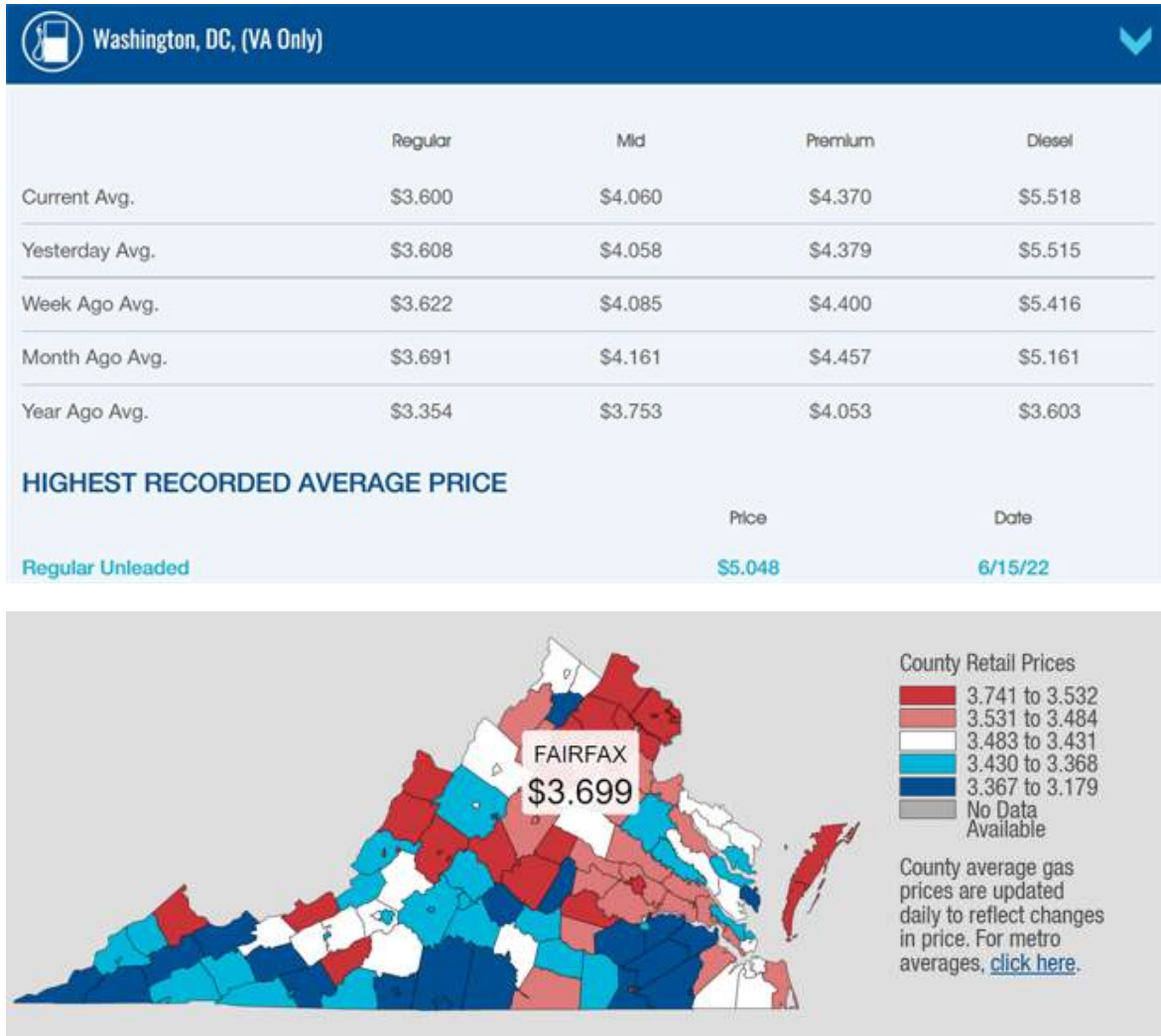
ATTACHMENTS:

Table 1: AAA Local Gasoline Price Trends

Table 2: Surcharge Amount Required to Offset Increased Fuel Cost

Table 3: Comparison of Taxicab Rates in Local Jurisdictions

Table 4: Sample Billing Analysis – December 2022

Table 1: AAA Local Gasoline Price Trends<sup>1</sup>

Source: [American Automobile Association](#)

<sup>1</sup> As of November 15, 2022

Table 2: Surcharge Amount Required to Offset Increased Fuel Cost

	DC Metro Region (VA Only)					Fairfax County		
<b>Gasoline Prices Per Gallon<sup>1</sup></b>	<b>\$4.061 4/12/22</b>	<b>\$5.000 6/7/22</b>	<b>\$5.022 6/28/22</b>	<b>\$3.737 11/1/22</b>	<b>\$3.699 11/15/22</b>		<b>\$3.978 Estimate</b>	<b>\$4.296 Estimate</b>
Average cost of gas July 2014	\$3.66	\$3.66	\$3.66	\$3.66	\$3.66		\$3.66	\$3.66
Per gallon difference	\$0.401	\$1.340	\$1.362	\$0.077	\$0.039		\$0.318	\$0.636
Average gallons used per day	11	11	11	11	11		11	11
Additional daily cost of gas	\$4.41	\$14.74	\$14.98	\$0.85	\$0.43		\$3.50	\$7.00
Average number of daily trips <sup>2</sup>	7	7	7	7	7		7	7
Surcharge required to offset increased fuel cost	\$0.63	\$2.11	\$2.14	\$0.12	\$0.06		\$0.50	\$1.00

<sup>1</sup> Source: [American Automobile Association](#)

<sup>2</sup> Source: Company data provided March 21, 2022.

Note: Weekly costs reflect 5.7 working days, monthly costs reflect 25 working days.

**Table 3: Comparison of Taxicab Rates in Local Jurisdictions**

<b>Jurisdiction</b>	<b>Initial Charge</b>	<b>Mileage Charge</b>	<b>First Mile Charge</b>	<b>Fuel Surcharge</b>	<b>Average Trip Charge</b>
Fairfax County Current	\$3.50	\$0.36 per 1/6 mile	\$5.66	\$2.00	\$22.78
<b>Fairfax County Proposal</b>	<b>\$3.50</b>	<b>\$0.36 per 1/6 mile</b>	<b>\$5.66</b>	<b>\$1.00</b>	<b>\$21.78</b>
Arlington County	\$3.00	\$0.36 per 1/6 mile	\$5.16	\$1.00 effective 6/1/2022 to 11/30/2022	\$21.28
City of Alexandria	\$3.00	\$0.36 per 1/6 mile	\$5.16	\$1.00 effective 3/31/2022 to 3/31/2023	\$21.28
Prince William County	\$4.00	\$0.20 per 1/10 mile	\$5.00	\$1.00 effective 3/15/2022 to 5/13/2022 and extended to 7/13/2022	\$24.00
Montgomery County, MD	\$4.00	\$0.50 per 1/4 mile	\$6.00	No surcharge triggered	\$20.00
Washington, DC	\$3.50	\$0.36 per 1/6 mile	\$5.66	\$1.00 effective 3/16/2022 to 7/16/2022 and extended to 11/11/2022	\$21.78
Uber	N/A	N/A	N/A	\$0.45-\$0.55 effective 3/16/2022 to 5/15/2022 and extended indefinitely as of 6/14/2022	N/A
Lyft	N/A	N/A	N/A	\$0.55 effective 3/21/2022 to 5/21/2022	N/A

Note: Average trip length is approximately eight (8) miles as provided by company data on March 21, 2022.

Table 4: Sample Billing Analysis: December 2022

Proposed Fuel Surcharge of \$0.50				
Mileage	Current	Surcharge	Proposed	Increase
1	\$5.66	\$0.50	\$6.16	8.8%
2	\$7.82	\$0.50	\$8.32	6.4%
3	\$9.98	\$0.50	\$10.48	5.0%
4	\$12.14	\$0.50	\$12.64	4.1%
5	\$14.30	\$0.50	\$14.80	3.5%
6	\$16.46	\$0.50	\$16.96	3.0%
7	\$18.62	\$0.50	\$19.12	2.7%
8	<b>\$20.78</b>	<b>\$0.50</b>	<b>\$21.28</b>	<b>2.4%</b>
9	\$22.94	\$0.50	\$23.44	2.2%
10	\$25.10	\$0.50	\$25.60	2.0%
11	\$27.26	\$0.50	\$27.76	1.8%
12	\$29.42	\$0.50	\$29.92	1.7%
13	\$31.58	\$0.50	\$32.08	1.6%
14	\$33.74	\$0.50	\$34.24	1.5%
15	\$35.90	\$0.50	\$36.40	1.4%
16	\$38.06	\$0.50	\$38.56	1.3%
17	\$40.22	\$0.50	\$40.72	1.2%
18	\$42.38	\$0.50	\$42.88	1.2%
19	\$44.54	\$0.50	\$45.04	1.1%
20	\$46.70	\$0.50	\$47.20	1.1%

Proposed Fuel Surcharge of \$1.00				
Mileage	Current	Surcharge	Proposed	Increase
1	\$5.66	\$1.00	\$6.66	17.7%
2	\$7.82	\$1.00	\$8.82	12.8%
3	\$9.98	\$1.00	\$10.98	10.0%
4	\$12.14	\$1.00	\$13.14	8.2%
5	\$14.30	\$1.00	\$15.30	7.0%
6	\$16.46	\$1.00	\$17.46	6.1%
7	\$18.62	\$1.00	\$19.62	5.4%
8	<b>\$20.78</b>	<b>\$1.00</b>	<b>\$21.78</b>	<b>4.8%</b>
9	\$22.94	\$1.00	\$23.94	4.4%
10	\$25.10	\$1.00	\$26.10	4.0%
11	\$27.26	\$1.00	\$28.26	3.7%
12	\$29.42	\$1.00	\$30.42	3.4%
13	\$31.58	\$1.00	\$32.58	3.2%
14	\$33.74	\$1.00	\$34.74	3.0%
15	\$35.90	\$1.00	\$36.90	2.8%
16	\$38.06	\$1.00	\$39.06	2.6%
17	\$40.22	\$1.00	\$41.22	2.5%
18	\$42.38	\$1.00	\$43.38	2.4%
19	\$44.54	\$1.00	\$45.54	2.2%
20	\$46.70	\$1.00	\$47.70	2.1%

Note: Average trip length is approximately eight (8) miles as provided by company data on March 21, 2022.

"Current trip cost" includes base-rate charges only.

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4:30 p.m.

Public Hearing to Consider Amendments to The Code of the County of Fairfax, Virginia  
- Chapter 4 (Taxation and Finance), Article 17.1 (Personal Property Tax)

ISSUE:

Public hearing to consider amendments to *The Code of the County of Fairfax*, Chapter 4, Article 17.1.

RECOMMENDATION:

The County Executive recommends that after holding a public hearing, the Board adopt the proposed amendments to *The Code of the County of Fairfax*, Chapter 4, Article 17.1.

TIMING:

On November 1, 2022, the Board authorized advertisement of a public hearing to be held on December 6, 2022, at 4:30 p.m. The ordinance would become effective January 1, 2023.

BACKGROUND:

Fairfax County Code Section 4-17.1-6 requires Fairfax County residents that have motor vehicles which acquire situs in, or have title transferred into, Fairfax County between January 2 and March 1 to file their personal property tax return for that vehicle by May 1. For those motor vehicles which acquire situs in Fairfax County or have titled transferred to a Fairfax County taxpayer after March 2, the return must be filed within 60 days.

The Department of Motor Vehicles (DMV) notifies Fairfax County when an owner registers a motor vehicle, trailer, or semitrailer with the DMV. Currently, the Department of Tax Administration (DTA) sends a courtesy letter to remind owners to separately file their personal property tax return with the County as required by the Fairfax County Code. If a taxpayer fails to properly file a personal property tax return with Fairfax County within the time set forth in Article 17.1, a 10% penalty of the taxes assessable or ten dollars, whichever is greater, is automatically imposed pursuant to Fairfax County Code Section 4-17.1-7.

As an alternative method of filing the personal property tax returns for motor vehicles, trailers, and semitrailers, DTA proposes to have the personal property tax returns

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automatically filed on behalf of Fairfax County residents that have registered with the Department of Motor Vehicles (DMV) within 30 days as required by Virginia Code §§ 46.2-600 and -662. As a result, Fairfax County residents that timely register with the DMV will no longer be required to separately file personal property tax returns for motor vehicles, trailers, or semitrailers purchased or moved into the County within the time period set forth in Article 17.1 of Chapter 4 of the Fairfax County Code. The change will also eliminate the 10% penalty if the vehicle is timely registered with the DMV.

Should the Board approve this alternative method for filing the personal property tax returns for motor vehicles, trailers, and semitrailers, the effective date would be as of January 1, 2023.

In addition, the proposed amendments to Chapter 4, Article 17.1 of the Fairfax County Code would provide updated language to clarify that taxes will be prorated on trailers or semi-trailers whose ownership or situs in the County changes during the calendar year in accordance with the Virginia Code.

Finally, the proposed amendments to the County Code include housekeeping changes to provide updated and clarifying language.

FISCAL IMPACT:

Amending the ordinance to incorporate an alternative method of filing the tax returns for motor vehicles, trailers, and semitrailers is estimated to result in an annual revenue loss of approximately \$2.4 million in late penalties. However, since this amendment cannot be retroactive and certain vehicles would have already incurred a late filing penalty in fiscal year 2023, the revenue loss is estimated at \$1.2 million for fiscal year 2023 and has already been reflected in the FY 2023 Adopted Budget Plan.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance, Redline.  
Attachment 2 – Proposed Ordinance, Clean.

STAFF:

Christina Jackson, Chief Financial Officer  
Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)  
Young Tarry, Director, Personal Property and Business License Division, DTA  
Andrea Goutam, Assistant Director, Personal Property and Business License Division, DTA

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December 6, 2022

ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney  
Martin R. Desjardins, Assistant County Attorney

**AN ORDINANCE AMENDING ARTICLE 17.1 OF CHAPTER 4  
OF THE FAIRFAX COUNTY CODE, RELATING TO PRORATION,  
FILING, AND PENALTIES FOR PERSONAL PROPERTY TAXES**

**Draft of October 10, 2022**

**AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-17.1-1, 4-17.1-2, 4-17.1-3, 4-17.1-4, 4-17.1-5, 4-17.1-6, 4-17.1-6.1, 4-17.1-7, 4-17.1-8, 4-17.1-9, 4-17.1-10, 4-17.1-11, 4-17.1-12, and 4-17.1-13, all relating to proration, filing, and penalties for personal property taxes.**

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

- 1. That Sections 4-17.1-1, 4-17.1-2, 4-17.1-3, 4-17.1-4, 4-17.1-5, 4-17.1-6, 4-17.1-6.1, 4-17.1-7, 4-17.1-8, 4-17.1-9, 4-17.1-10, 4-17.1-11, 4-17.1-12, and 4-17.1-13 of the Fairfax County Code are amended and readopted, as follows:**

**ARTICLE 17.1. – Personal Property Tax.**

**Section 4-17.1-1. - Personal property tax.**

All tangible personal property with situs in Fairfax County not exempted under the *Code of Virginia* as amended or by this Article ~~shall~~will be assessed and taxed at a rate or rates established annually by resolution of the Board of Supervisors.

**Section 4-17.1-2. - Situs.**

The situs for personal property taxation ~~shall~~will be as set forth in the *Code of Virginia* as amended.

**Section 4-17.1-3. - Exemptions.**

The following classes of personal property ~~shall be~~are exempt from personal property taxation:

- (a) Household goods and personal effects as defined in ~~*Code of Virginia, Section*~~*Va. Code* § 58.1-3504.

- 38
- 39 (b) Farm animals, grains and feeds used for the nurture of farm animals, farm machinery, and  
40 farm implements and/or equipment as defined in ~~Code of Virginia, Section Va. Code~~  
41 § 58.1-3505.

42

43 **Section 4-17.1-4. - Assessment.**

44

45 The ~~assessed~~ value of all tangible personal property ~~shall will~~ be assessed as of January 1 each  
46 year and ~~shall will~~ be determined as prescribed by the *Code of Virginia* as amended.

47

48 **Section 4-17.1-5. - Proration.**

49

50 (A) The personal property taxes will be levied and collected on all motor vehicles, trailers, and  
51 semitrailers that which acquire situs in the County on or after January 2, or where title is  
52 transferred on or after January 2, and such tax will~~shall~~ be prorated on a monthly basis for  
53 the balance of the tax year. When a motor vehicle, trailer, or semitrailer with situs in the  
54 County is sold or legally transferred to a new owner, the motor vehicle, trailer, or semitrailer  
55 will ~~shall~~ be assessed and taxed to such new owner from the date of sale or title transfer and  
56 the tax will be levied and collected on a prorated monthly basis for the balance of the tax  
57 year.

58

59 (B) Any person who moved from a non-prorating locality to a prorating locality in a single tax  
60 year shall be entitled to a property tax credit in the prorating jurisdiction if (i) the person  
61 was liable for personal property taxes on a motor vehicle and has paid those taxes to a non-  
62 prorating locality and, (ii) the owner replaces for any reason the original vehicle upon which  
63 taxes are due to the non-prorating locality for the same tax year. The prorating locality shall  
64 provide a credit against the total tax due on the replacement vehicle in an amount equal to  
65 the tax paid to the non-prorating locality for the period of time commencing with the  
66 disposition of the original vehicle and continuing through the close of the tax year in which  
67 the owner incurred tax liability to the non-prorating locality for the original vehicle.

68

69 (C) Except as otherwise provided herein, when a motor vehicle, trailer, or semitrailer loses its  
70 situs within the County after January 1 of the tax year or has its title transferred after January  
71 1 of the tax year, the taxpayer ~~shall will~~ be relieved from personal property tax, prorated on  
72 a monthly basis, and receive a refund for tax already paid upon application to the Director  
73 of the Department of Tax Administration, provided that such application is made within  
74 three (3) years from the last day of the tax year during which the motor vehicle, trailer, or  
75 semitrailer lost its situs or title was transferred. No refund of less than Five Dollars (\$5.00)

76 ~~shall-will~~ be issued to a taxpayer, unless specifically requested by the taxpayer. No refund  
77 ~~shall-will~~ be made if a motor vehicle, trailer or semitrailer acquires a new situs in another  
78 locality within the Commonwealth of Virginia which does not prorate a personal property  
79 tax on motor vehicles, trailers, or semitrailers.  
80

- 81 (D) For purposes of proration as applied to personal property taxes on motor vehicles, trailers,  
82 and semitrailers, a period of more than one-half of a month ~~shall-will~~ be counted as a full  
83 month, and a period of less than one-half of a month ~~shall-will~~ not be counted.  
84

- 85 (E) The personal property taxes on all ~~mobile-manufactured~~ homes as defined in ~~Code of~~  
86 ~~Virginia, Section Va. Code §~~ 36-85.3 which acquire situs in the County on or after January  
87 2 and are used as a place of full time residence, ~~shall-will~~ be prorated on a quarterly basis.  
88 For purposes of prorating the personal property taxes on manufactured mobile-homes, the  
89 tax period ~~shall-will~~ commence at the beginning of the quarter from the date the  
90 manufactured mobile-home is moved into the County. The personal property taxes on  
91 manufactured mobile-homes sold or moved out of the County during the tax year ~~shall-will~~  
92 not be prorated.  
93

- 94 (F) The personal property taxes on all other tangible personal property subject to taxation by  
95 this Article ~~shall-will~~ not be prorated.  
96

97 **Section 4-17.1-6. - Filing personal property returns.**  
98

- 99 (A) Personal property tax returns for all property with a situs in Fairfax County as of January 1  
100 ~~shall-must~~ be filed with the Director of the Department of Tax Administration no later than  
101 May 1 of the tax year.  
102

- 103 (B) Personal property tax returns for motor vehicles, trailers, and semitrailers which acquire  
104 situs or have title transferred in Fairfax County between January 2 and March 1 must be  
105 filed with the Director of the Department of Tax Administration no later than May 1 of the  
106 tax year.  
107

- 108 (C) Personal property tax returns for motor vehicles, trailers, and semitrailers which acquire  
109 situs or have title transferred in Fairfax County after March 2 of the tax year ~~shall-must~~ be  
110 filed with the Director of the Department of Tax Administration within 60 days from the  
111 date the motor vehicle acquires situs or title transfer.  
112

(D) Personal property tax returns for ~~mobile-manufactured~~ homes which acquire situs in the County after January 2 ~~shall-must~~ be filed with the Director of the Department of Tax Administration within 60 days of the date the mobile home acquired situs.

(E) Residents of all towns within Fairfax County must file personal property tax returns with the Director of the Department of Tax Administration in accord with the above requirements.

(F) The Director of the Department of Tax Administration ~~shall-will~~ prescribe forms for the reporting of tangible personal property subject to taxation by this Article.

**Section 4-17.1-6.1. - Filing personal property tax return for motor vehicles, trailers, and semitrailers.**

(A) Notwithstanding the provisions of Section 4-17.1-6, any ~~person who has previously filed motor vehicle, trailer, or semitrailer for which~~ a personal property tax return ~~for any motor vehicle was previously filed, and~~ for which there has been no change in situs or status as ~~hereinafter~~ set forth in this Section, ~~shall-will~~ not be required to file another personal property tax return on such vehicle.

The annual assessment and taxation of motor vehicles, trailers, and semitrailers for which the owner or owners have previously filed a personal property tax return whose name or address has not changed and whose vehicle(s) has have had no change in situs since the previous filing ~~shall-will~~ be based on the personal property tax return filed the previous year.

(B) A new personal property tax return ~~shall-must~~ be filed with the ~~Supervisor of Assessments~~ Director of the Department of Tax Administration as provided under Section 4-17.1-6 whenever there is:

- (1) A change in the name or address of the person or persons owning or leasing taxable personal property~~;~~
- (2) A change in the situs of personal property~~;~~
- (3) Any action which causes a motor vehicle, trailer, or semitrailer to acquire situs in Fairfax County during the tax year and for which no personal property tax return has been filed~~;~~ or
- (4) Any other change affecting the assessment or levy of the personal property tax on a motor vehicles, trailer, or semitrailer for which a tax return has been filed previously.

- 150 (C) Any owner of a motor vehicle, trailer, or semitrailer ~~who that~~ has a change in situs or in  
151 status as enumerated under paragraph (B), subsection (1), (2), (3), ~~and-or~~ (4), ~~shall-must~~  
152 notify the ~~Supervisor of Assessments~~ Director of the Department of Tax Administration  
153 within 60 days of such change by filing a personal property tax return on the prescribed  
154 form. However, if such owner registers the motor vehicle, trailer or semitrailer with the  
155 Virginia Department of Motor Vehicles (DMV) with all required information, then the  
156 Director of the Department of Tax Administration will deem the personal property tax return  
157 filed on the date such motor vehicle, trailer, or semitrailer is registered with the DMV.  
158
- 159 (D) Any owner of a motor vehicle, trailer, or semitrailer which acquires situs in the County ~~shall~~  
160 must file a personal property tax return by the due dates prescribed under Section 4-17.1-6  
161 of this Article. Persons who fail to file a tax return by the prescribed due dates ~~shall-will~~  
162 incur a penalty for late filing in accord with Section 4-17.1-7.  
163
- 164 (E) Personal Property tax returns for taxable properties other than motor vehicles, trailers, or  
165 semitrailers ~~shall-must~~ be filed annually in accord with Section 4-17.1-6.  
166

167 **Section 4-17.1-7. - Late filing penalties.**  
168

- 169 (A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this  
170 Article ~~shall-will~~ incur a penalty of ten percent (10%) of the taxes assessable on such  
171 personal property for which a return is required or Ten Dollars (\$10.00), whichever is  
172 greater; provided, however, that the penalty ~~shall-will not~~, in ~~no-any~~ case, exceed the amount  
173 of the tax assessable. Said penalty ~~shall-will~~ be added to the amount of taxes due. This  
174 penalty will not apply to any individual who has registered a motor vehicle, trailer, or  
175 semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia  
176 Code Sections 46.2-600 and 46.2-662, regardless of when the DMV forwards registration  
177 information to the Director of the Department of Tax Administration.  
178
- 179 (B) An extension in time, not to exceed ninety (90) days, for filing tangible business personal  
180 property, or machinery and tools may be granted by the Director of the Department of Tax  
181 Administration whenever good cause exists. Application for such extension of time must be  
182 made prior to the regular May 1 filing deadline. Requests received after May 1 ~~shall-are~~ not  
183 to be granted unless it is documented that the delay was in no way the fault of the taxpayer.  
184 Failure to file returns within the extended time will cause the taxpayer to be treated the same  
185 as if no extension had been granted.  
186
- 187 (C) The Director of the Department of Tax Administration may waive the penalty for failure to  
188 file a return if such failure was not the fault of the taxpayer or was the fault of the Director

of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

**Section 4-17.1-8. - Payment of personal property taxes.**

(A) Except as provided by subsection (1), personal property taxes ~~shall~~must be paid on or before October 5 of each tax year.

(1) Personal property taxes on motor vehicles, trailers, and semitrailers which acquire situs or have title transferred on or after July 1 of the tax year ~~shall~~must be paid no later than February 15 of the following tax year.

**Section 4-17.1-9. - Late payments penalties.**

(A) Except as set forth herein, any person failing to pay personal property tax on or before the payment dates set forth by Section 4-17.1-8 ~~shall~~will incur a penalty thereon of ten percent which ~~shall~~will be added to the amount of taxes due. Any person failing to pay tax year 2020 personal property tax assessments on or before the payment dates set forth by Section 4-17.1-8 ~~shall~~will incur a penalty thereon of five percent which ~~shall~~will be added to the amount of the taxes due.

(B) Notwithstanding subsection (A), in the case of delinquent personal property taxes, assessed in accordance with Article 17.1, that are more than 30 days past due, the late payment penalty ~~shall~~will increase to twenty five percent of the taxes assessable. The increased late penalty provided for in this paragraph (B) ~~shall~~will not apply to tax year 2020 personal property tax assessments.

(C) For purposes of this section, any late filing penalty that may be assessed in accordance with Section 4-17.1-7 ~~shall~~will become a part of the tax due and ~~shall~~will be included as part of the basis upon which any late payment penalty is calculated.

(D) And, in addition to such penalty, interest ~~shall~~will be due on such taxes and penalty, commencing the first day following the day such taxes are due, at the applicable interest rate specified in Section 4-20-3.

(E) The Director of the Department of Tax Administration, or to his employees as he may so delegate, may waive penalty and interest for failure to pay a tax if such failure was not the fault of the taxpayer.

227 **Section 4-17.1-10. - Exemption. When taxes paid elsewhere in the Commonwealth.**

228  
229 (A) Exemption from this tax and any penalties arising therefrom ~~shall~~will be granted for any tax  
230 year or portion thereof during which the property was legally assessed by another jurisdiction  
231 in the Commonwealth and such tax on the assessed property was paid.

232  
233 (B) The term "legally assessed by another ~~Virginia~~ jurisdiction in the Commonwealth" ~~shall~~  
234 means that the property ~~has~~had tax situs in a locality outside of the territorial limits of the  
235 County but within the Commonwealth of Virginia. In all cases, the taxpayer must furnish to  
236 the Director of the Department of Tax Administration evidence that the property had taxable  
237 situs in another ~~Virginia~~ jurisdiction in the Commonwealth and that all taxes assessable on  
238 such property have been paid.

239  
240 **Section 4-17.1-11. - Military.**

241  
242 (A) Persons who are active duty military and claim Fairfax County as legal domicile must declare  
243 all taxable personal property for taxation regardless of where such property may be located  
244 in accord with military orders.

245  
246 (B) Persons who are active duty military and claim a legal domicile other than Fairfax County  
247 ~~shall~~will be exempt from personal property taxes provided that the property is owned solely  
248 by the active duty military member. Taxation of personal property owned by military persons  
249 and located in Fairfax County by reason other than military orders ~~shall~~will be assessed and  
250 taxed regardless of the owners' legal domicile.

251  
252 (C) Active duty military personnel who are otherwise entitled to personal property exemption in  
253 Fairfax County under Subsection (B) ~~shall~~will not be exempt in ~~such~~ cases where the  
254 property is leased to such individual.

255  
256 **Section 4-17.1-12. - Omitted assessments.**

257  
258 (A) If any person liable to file a return on any personal property subject to taxation by this Article  
259 fails, neglects or refuses to file such return for any year within the time and manner  
260 prescribed, the Director of the Department of Tax Administration ~~shall~~will, from the best  
261 information he can obtain, assess such property as if it had been reported to him.

262  
263 (B) If the Director of the Department of Tax Administration ascertains that any personal property  
264 has not been assessed as required by this Article for any tax year or the three (3) preceding

tax years, or that the same has been assessed at less than the law requires for any of such years, or that the same has been assessed at less than the law requires for any of such years, or that the personal property taxes for any reason have not been realized, the Director of the Department of Tax Administration ~~shall~~will assess the property for taxes at the rate or rates provided for that year adding thereto all penalties and interest provided under this Article.

(C) Interest ~~shall~~will be computed upon the taxes and penalties from the first day following the due date in the year in which such taxes should have been filed and paid and ~~shall~~will accrue thereon from such date until payment.

(D) In the event that any assessment made under this Section was necessitated through no fault of the taxpayer, the penalty for late payment and interest ~~shall~~will accrue after thirty days from the date of the assessment until paid.

**Section 4-17.1-13. - Criminal penalties for failure or refusal to file a return.**

(A) Any person who willfully fails or refuses to file a personal property tax return as required by this Article or who makes a false statement with intent to defraud in such returns ~~shall~~will be guilty of a Class 3 misdemeanor if the amount of the tax lawfully assessed in connection with such return is \$1,000.00 or less. If the amount of the tax lawfully assessed in connection with such return exceeds \$1,000.00, such person ~~shall~~will be guilty of a Class 1 Misdemeanor.

**2. That the provisions of this ordinance will take effect on January 1, 2023.**

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

**AN ORDINANCE AMENDING ARTICLE 17.1 OF CHAPTER 4  
OF THE FAIRFAX COUNTY CODE, RELATING TO PRORATION,  
FILING, AND PENALTIES FOR PERSONAL PROPERTY TAXES**

**Draft of October 10, 2022**

**AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-17.1-1, 4-17.1-2, 4-17.1-3, 4-17.1-4, 4-17.1-5, 4-17.1-6, 4-17.1-6.1, 4-17.1-7, 4-17.1-8, 4-17.1-9, 4-17.1-10, 4-17.1-11, 4-17.1-12, and 4-17.1-13, all relating to proration, filing, and penalties for personal property taxes.**

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

- 1. That Sections 4-17.1-1, 4-17.1-2, 4-17.1-3, 4-17.1-4, 4-17.1-5, 4-17.1-6, 4-17.1-6.1, 4-17.1-7, 4-17.1-8, 4-17.1-9, 4-17.1-10, 4-17.1-11, 4-17.1-12, and 4-17.1-13 of the Fairfax County Code are amended and readopted, as follows:**

**ARTICLE 17.1. – Personal Property Tax.**

**Section 4-17.1-1. - Personal property tax.**

All tangible personal property with situs in Fairfax County not exempted under the *Code of Virginia* as amended or by this Article will be assessed and taxed at a rate or rates established annually by resolution of the Board of Supervisors.

**Section 4-17.1-2. - Situs.**

The situs for personal property taxation will be as set forth in the *Code of Virginia* as amended.

**Section 4-17.1-3. - Exemptions.**

The following classes of personal property are exempt from personal property taxation:

- (a) Household goods and personal effects as defined in Va. Code § 58.1-3504.

- (b) Farm animals, grains and feeds used for the nurture of farm animals, farm machinery, and farm implements and equipment as defined in Va. Code § 58.1-3505.

**Section 4-17.1-4. - Assessment.**

The value of all tangible personal property will be assessed as of January 1 each year and will be determined as prescribed by the *Code of Virginia* as amended.

**Section 4-17.1-5. - Proration.**

(A) The personal property tax will be levied and collected on all motor vehicles, trailers, and semitrailers that acquire situs in the County on or after January 2, or where title is transferred on or after January 2, and such tax will be prorated on a monthly basis for the balance of the tax year. When a motor vehicle, trailer, or semitrailer with situs in the County is sold or legally transferred to a new owner, the motor vehicle, trailer, or semitrailer will be assessed and taxed to such new owner from the date of sale or title transfer and the tax will be levied and collected on a prorated monthly basis for the balance of the tax year.

(B) Any person who moved from a non-prorating locality to a prorating locality in a single tax year shall be entitled to a property tax credit in the prorating jurisdiction if (i) the person was liable for personal property taxes on a motor vehicle and has paid those taxes to a non-prorating locality and, (ii) the owner replaces for any reason the original vehicle upon which taxes are due to the non-prorating locality for the same tax year. The prorating locality shall provide a credit against the total tax due on the replacement vehicle in an amount equal to the tax paid to the non-prorating locality for the period of time commencing with the disposition of the original vehicle and continuing through the close of the tax year in which the owner incurred tax liability to the non-prorating locality for the original vehicle.

(C) Except as otherwise provided herein, when a motor vehicle, trailer, or semitrailer loses its situs within the County after January 1 of the tax year or has its title transferred after January 1 of the tax year, the taxpayer will be relieved from personal property tax, prorated on a monthly basis, and receive a refund for tax already paid upon application to the Director of the Department of Tax Administration, provided that such application is made within three (3) years from the last day of the tax year during which the motor vehicle, trailer, or semitrailer lost its situs or title was transferred. No refund of less than Five Dollars (\$5.00) will be issued to a taxpayer, unless specifically requested by the taxpayer. No refund will be made if a motor vehicle, trailer or semitrailer acquires a new situs in another locality within the Commonwealth of Virginia which does not prorate a personal property tax on motor vehicles, trailers, or semitrailers.

(D) For purposes of proration as applied to personal property taxes on motor vehicles, trailers, and semitrailers, a period of more than one-half of a month will be counted as a full month, and a period of less than one-half of a month will not be counted.

(E) The personal property taxes on all manufactured homes as defined in Va. Code § 36-85.3 which acquire situs in the County on or after January 2 and are used as a place of full time residence, will be prorated on a quarterly basis. For purposes of prorating the personal property taxes on manufactured homes, the tax period will commence at the beginning of the quarter from the date the manufactured home is moved into the County. The personal property taxes on manufactured homes sold or moved out of the County during the tax year will not be prorated.

(F) The personal property taxes on all other tangible personal property subject to taxation by this Article will not be prorated.

**Section 4-17.1-6. - Filing personal property returns.**

(A) Personal property tax returns for all property with a situs in Fairfax County as of January 1 must be filed with the Director of the Department of Tax Administration no later than May 1 of the tax year.

(B) Personal property tax returns for motor vehicles, trailers, and semitrailers which acquire situs or have title transferred in Fairfax County between January 2 and March 1 must be filed with the Director of the Department of Tax Administration no later than May 1 of the tax year.

(C) Personal property tax returns for motor vehicles, trailers, and semitrailers which acquire situs or have title transferred in Fairfax County after March 2 of the tax year must be filed with the Director of the Department of Tax Administration within 60 days from the date the motor vehicle acquires situs or title transfer.

(D) Personal property tax returns for manufactured homes which acquire situs in the County after January 2 must be filed with the Director of the Department of Tax Administration within 60 days of the date the mobile home acquired situs.

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(E) Residents of all towns within Fairfax County must file personal property tax returns with the Director of the Department of Tax Administration in accord with the above requirements.

(F) The Director of the Department of Tax Administration will prescribe forms for the reporting of tangible personal property subject to taxation by this Article.

**Section 4-17.1-6.1. - Filing personal property tax return for motor vehicles, trailers, and semitrailers.**

(A) Notwithstanding the provisions of Section 4-17.1-6, any motor vehicle, trailer, or semitrailer for which a personal property tax return was previously filed, and for which there has been no change in situs or status as set forth in this Section, will not be required to file another personal property tax return on such vehicle.

The annual assessment and taxation of motor vehicles, trailers, and semitrailers for which the owner or owners have previously filed a personal property tax return whose name or address has not changed and whose vehicle(s) has/have had no change in situs since the previous filing will be based on the personal property tax return filed the previous year.

(B) A new personal property tax return must be filed with the Director of the Department of Tax Administration as provided under Section 4-17.1-6 whenever there is:

- (1) A change in the name or address of the person or persons owning or leasing taxable personal property;
- (2) A change in the situs of personal property;
- (3) Any action which causes a motor vehicle, trailer, or semitrailer to acquire situs in Fairfax County during the tax year and for which no personal property tax return has been filed; or
- (4) Any other change affecting the assessment or levy of the personal property tax on a motor vehicle, trailer, or semitrailer for which a tax return has been filed previously.

(C) Any owner of a motor vehicle, trailer, or semitrailer that has a change in situs or in status as enumerated under paragraph (B), subsection (1), (2), (3), or (4), must notify the Director of the Department of Tax Administration within 60 days of such change by filing a personal property tax return on the prescribed form. However, if such owner registers the motor vehicle, trailer or semitrailer with the Virginia Department of Motor Vehicles (DMV) with all required information, then the Director of the Department of Tax Administration will

deem the personal property tax return filed on the date such motor vehicle, trailer, or semitrailer is registered with the DMV.

(D) Any owner of a motor vehicle, trailer, or semitrailer which acquires situs in the County must file a personal property tax return by the due dates prescribed under Section 4-17.1-6 of this Article. Persons who fail to file a tax return by the prescribed due dates will incur a penalty for late filing in accord with Section 4-17.1-7.

(E) Personal Property tax returns for taxable properties other than motor vehicles, trailers, or semitrailers must be filed annually in accord with Section 4-17.1-6.

**Section 4-17.1-7. - Late filing penalties.**

(A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this Article will incur a penalty of ten percent (10%) of the taxes assessable on such personal property for which a return is required or Ten Dollars (\$10.00), whichever is greater; provided, however, that the penalty will not, in any case, exceed the amount of the tax assessable. Said penalty will be added to the amount of taxes due. This penalty will not apply to any individual who has registered a motor vehicle, trailer, or semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia Code Sections 46.2-600 and 46.2-662, regardless of when the DMV forwards registration information to the Director of the Department of Tax Administration.

(B) An extension in time, not to exceed ninety (90) days, for filing tangible business personal property, or machinery and tools may be granted by the Director of the Department of Tax Administration whenever good cause exists. Application for such extension of time must be made prior to the regular May 1 filing deadline. Requests received after May 1 are not to be granted unless it is documented that the delay was in no way the fault of the taxpayer. Failure to file returns within the extended time will cause the taxpayer to be treated the same as if no extension had been granted.

(C) The Director of the Department of Tax Administration may waive the penalty for failure to file a return if such failure was not the fault of the taxpayer or was the fault of the Director of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

**Section 4-17.1-8. - Payment of personal property taxes.**

(A) Except as provided by subsection (1), personal property taxes must be paid on or before October 5 of each tax year.

(1) Personal property taxes on motor vehicles, trailers, and semitrailers which acquire situs or have title transferred on or after July 1 of the tax year must be paid no later than February 15 of the following tax year.

**Section 4-17.1-9. - Late payments penalties.**

(A) Except as set forth herein, any person failing to pay personal property tax on or before the payment dates set forth by Section 4-17.1-8 will incur a penalty thereon of ten percent which will be added to the amount of taxes due. Any person failing to pay tax year 2020 personal property tax assessments on or before the payment dates set forth by Section 4-17.1-8 will incur a penalty thereon of five percent which will be added to the amount of the taxes due.

(B) Notwithstanding subsection (A), in the case of delinquent personal property taxes, assessed in accordance with Article 17.1, that are more than 30 days past due, the late payment penalty will increase to twenty five percent of the taxes assessable. The increased late penalty provided for in this paragraph (B) will not apply to tax year 2020 personal property tax assessments.

(C) For purposes of this section, any late filing penalty that may be assessed in accordance with Section 4-17.1-7 will become a part of the tax due and will be included as part of the basis upon which any late payment penalty is calculated.

(D) And, in addition to such penalty, interest will be due on such taxes and penalty, commencing the first day following the day such taxes are due, at the applicable interest rate specified in Section 4-20-3.

(E) The Director of the Department of Tax Administration, or to his employees as he may so delegate, may waive penalty and interest for failure to pay a tax if such failure was not the fault of the taxpayer.

**Section 4-17.1-10. - Exemption. When taxes paid elsewhere in the Commonwealth.**

(A) Exemption from this tax and any penalties arising therefrom will be granted for any tax year or portion thereof during which the property was legally assessed by another jurisdiction in the Commonwealth and such tax on the assessed property was paid.

- 225
- 226 (B) The term "legally assessed by another jurisdiction in the Commonwealth" means that the
- 227 property had tax situs in a locality outside of the territorial limits of the County but within
- 228 the Commonwealth of Virginia. In all cases, the taxpayer must furnish to the Director of the
- 229 Department of Tax Administration evidence that the property had taxable situs in another
- 230 jurisdiction in the Commonwealth and that all taxes assessable on such property have been
- 231 paid.

232

233 **Section 4-17.1-11. - Military.**

234

- 235 (A) Persons who are active duty military and claim Fairfax County as legal domicile must declare
- 236 all taxable personal property for taxation regardless of where such property may be located
- 237 in accord with military orders.
- 238
- 239 (B) Persons who are active duty military and claim a legal domicile other than Fairfax County
- 240 will be exempt from personal property taxes provided that the property is owned solely by
- 241 the active duty military member. Taxation of personal property owned by military persons
- 242 and located in Fairfax County by reason other than military orders will be assessed and taxed
- 243 regardless of the owners' legal domicile.
- 244
- 245 (C) Active duty military personnel who are otherwise entitled to personal property exemption in
- 246 Fairfax County under Subsection (B) will not be exempt in cases where the property is leased
- 247 to such individual.

248

249 **Section 4-17.1-12. - Omitted assessments.**

250

- 251 (A) If any person liable to file a return on any personal property subject to taxation by this Article
- 252 fails, neglects or refuses to file such return for any year within the time and manner
- 253 prescribed, the Director of the Department of Tax Administration will, from the best
- 254 information he can obtain, assess such property as if it had been reported to him.
- 255
- 256 (B) If the Director of the Department of Tax Administration ascertains that any personal property
- 257 has not been assessed as required by this Article for any tax year or the three (3) preceding
- 258 tax years, or that the same has been assessed at less than the law requires for any of such
- 259 years, or that the same has been assessed at less than the law requires for any of such years,
- 260 or that the personal property taxes for any reason have not been realized, the Director of the
- 261 Department of Tax Administration will assess the property for taxes at the rate or rates
- 262 provided for that year adding thereto all penalties and interest provided under this Article.

(C) Interest will be computed upon the taxes and penalties from the first day following the due date in the year in which such taxes should have been filed and paid and will accrue thereon from such date until payment.

(D) In the event that any assessment made under this Section was necessitated through no fault of the taxpayer, the penalty for late payment and interest will accrue after thirty days from the date of the assessment until paid.

**Section 4-17.1-13. - Criminal penalties for failure or refusal to file a return.**

(A) Any person who willfully fails or refuses to file a personal property tax return as required by this Article or who makes a false statement with intent to defraud in such returns will be guilty of a Class 3 misdemeanor if the amount of the tax lawfully assessed in connection with such return is \$1,000.00 or less. If the amount of the tax lawfully assessed in connection with such return exceeds \$1,000.00, such person will be guilty of a Class 1 Misdemeanor.

**2. That the provisions of this ordinance will take effect on January 1, 2023.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

Board Agenda Item  
December 6, 2022

4:30 p.m.

Public Hearing to Lease a Portion of County-Owned Property at 9514 Workhouse Way to DrinkLocal, LLC (dba Bunnyman Brewery) (Mount Vernon District)

ISSUE:

Public hearing to lease a portion of the Workhouse Campus, Tax Map 106-4 ((1)), Parcel 58 to DrinkLocal, LLC (dba Bunnyman Brewing) for the purpose of a private operation of a food and beverage retail establishment.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize staff to lease a portion of the Workhouse Campus, Tax Map 106-4 ((1)) 58, at 9514 Workhouse Way to DrinkLocal, LLC (dba Bunnyman Brewing) for the purpose of a private operation of a food and beverage retail establishment.

TIMING:

The Board of Supervisors authorized on November 1, 2022, for a Public Hearing to be held on December 6, 2022, to lease County-owned property at the Workhouse Campus, Tax Map 106-4 ((1)) 58, at 9514 Workhouse Way to DrinkLocal, LLC (dba as Bunnyman Brewing).

BACKGROUND:

The Board of Supervisors is the owner of 9514 Workhouse Way, identified as Building W-13 at the Workhouse Arts Campus (Campus) on a County-owned parcel identified as Tax Map Number 106-4 ((1)) 58. The proposed site currently includes a vacant historic structure of approximately 4,500 square feet.

The Campus was acquired by Fairfax County in 2002 as part of a 2,440-acre land purchase by Fairfax County from the federal government following the 2001 closure of the Lorton Reformatory. Pursuant to Section 106 of the National Historic Preservation Act, the federal government entered into a legally binding Memorandum of Agreement with Fairfax County and other interested parties to preserve the historically significant buildings and structures on the Campus in a manner that favors adaptive reuse.

In September 2019, the Board of Supervisors approved a zoning action (Minor Variation) that granted flexibility in the proffers to permit craft beverage production

Board Agenda Item  
December 6, 2022

(tasting room) and small-scale production (container agriculture) establishments as permitted uses at the Campus.

In FY 2020, Fairfax County initiated a capital project for Buildings W-13 (9514 Workhouse Way) and W-15 (9517 Workhouse Way) to complete exterior historic restoration and interior renovation to an open-plan and warm-lit shell allowing for future occupancy by tenants meeting the approved retail uses of these structures under RZ/FDP 2003-MV-033, as amended. In addition to the improvements to Buildings W-13 and W-15, the project includes natural landscaping and site enhancements in a shared courtyard and streetscape improvements along Ox Road (Rt. 123). These improvements are to support placemaking and activation goals on the Campus.

On April 1, 2021, the County advertised a request for expressions of interest (RFI) for Buildings W-13 and W-15. The RFI sought qualified interested parties to establish and operate restaurants, craft beverage production or tasting rooms and/or other uses that would contribute to the enhancement and activation of the Campus in accordance with the Campus vision and approved land use entitlements.

After receiving the RFI responses, Fairfax County engaged JLL as a real estate broker to assist with marketing and leasing of the site, with a preference for food and beverage uses. These uses are the most cited demand by Campus visitors and the other site tenant, the Workhouse Arts Foundation (WAF). The addition of an on-site food and beverage retailer is expected to assist with placemaking and support the vibrant arts and cultural programming and education that WAF provides throughout the site. After reviewing potential tenants, the County and JLL began exclusive negotiations with Bunnyman Brewing as a tenant for Building W-13. The current construction timeline anticipates substantial completion in early calendar year 2023 and tenant in Fall 2023. The County continues to work with JLL to seek a prospective tenant for W-15.

Virginia Code Ann. 15.2-1800 requires a locality to hold a public hearing before it may lease its real property. The Board of Supervisors authorized the Public Hearing on November 1, 2022.

**FISCAL IMPACT:**

The lease is anticipated to generate approximately \$109,150 annually after the initial 18-month rent abatement period has ended. All lease revenue will be deposited into the County's General Fund. The tenant will be also responsible for the payment of real estate taxes on the leasehold.

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ENCLOSED DOCUMENTS:

Attachment 1: Location Map – Workhouse Campus, 106-4 ((1)) 58

Attachment 2: Deed of Lease between Board of Supervisors and DrinkLocal, LLC  
(dba as Bunnyman Brewing)

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Rachel Flynn, Deputy County Executive

Christina Jackson, Chief Financial Officer

José A. Comayagua, Jr., Director, Facilities Management Department

Rebecca Moudry, Director, Department of Economic Initiatives

Joe LaHait, Debt Manager, Department of Management and Budget

Mike Lambert, Assistant Director, Facilities Management Department

Joan Beacham, P3 Branch Chief, Department of Public Works and Environmental  
Services

Scott Sizer, Division Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney

Susan L. Timoner, Assistant County Attorney, Office of the County Attorney

Location Map - Workhouse Arts Campus



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DEED OF LEASE  
BUNNYMAN WORKHOUSE BREWERY AND RESTAURANT

between

BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA, as Landlord

and

DrinkLocal LLC (dba as Bunnyman Brewing), as Tenant

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## LEASE

THIS LEASE ("Lease") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, in its proprietary capacity and not in its governmental or regulatory capacity, having an office at 12000 Government Center Parkway, Fairfax, VA 22035 ("County" or "Landlord") and DrinkLocal LLC (dba as Bunnymen Brewing), a Virginia limited liability company, having an office at 5583 Guinea Road, Fairfax, VA 22032 ("Tenant") The County and the Tenant may be referred to collectively as the "Parties."

## RECITALS

A. Landlord is the fee owner of a building consisting of approximately 4,680 rentable square feet total, with approximately 2,597 rentable square feet on the ground floor and approximately 2,083 rentable square feet on the second floor (the "Building"), together with other adjacent land including the sidewalk surrounding the Building, all as more particularly depicted on Exhibit A, attached hereto (collectively, the "Premises").

B. Landlord is also the fee owner of additional land and buildings in the vicinity of the Premises consisting of approximately 55 acres ("the "Workhouse Campus"), a portion of which the Workhouse Arts Foundation has a non-exclusive license agreement for the operation of the various buildings and land that are in use.

C. Landlord is also the fee owner of the approximately 950 surface parking spaces located on the Workhouse Campus, including 26 spaces in the parking lot adjacent to the Premises (the "Parking Lot") and desires to give Tenant a non-exclusive right to use the parking spaces and the Parking Lot, on the terms and conditions set forth in this Lease.

D. Prior to the Commencement Date, Landlord has agreed to improve the Building as described on the Landlord Work Letter, attached to this Lease as Exhibit B ("Landlord Work Letter").

E. Tenant has agreed that promptly upon completion of Landlord's Work, Tenant will commence construction of Tenant's improvements to the Building, a detailed description of which is described in the attached Exhibit C ("Tenant's Improvements").

F. Landlord desires to lease the Premise to Tenant, and Tenant desires to lease the Premises from Landlord, on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements in this Lease, Landlord and Tenant covenant, promise, and agree to and with each other as follows.

## **ARTICLE I**

### **Definitions**

1.1 **Definitions.** The following terms have the respective meanings indicated below:

“Additional Costs” consist of all other sums of money besides Base Rent, as may become due from and be payable by Tenant to Landlord under this Lease and which must be paid on or before the respective due dates of such sums, all costs, expenses and charges of every kind and nature (including, without limitation, all public and private utilities and services, and any easement or agreement maintained for the benefit of the Premises) relating to the Premises, excluding costs for Landlord Services.

“Affiliate” means, as to any Person, corporation, partnership, joint venture, limited liability company, trust, individual, organization or other entity controlled by, under common control with, or which controls directly or indirectly, such Person (the term “control” for these purposes means the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner or managing member of, a partnership or limited liability company, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control will be conclusively presumed in the case of the ownership of fifty percent (50%) or more of the equity interests).

“Applicable Laws” are defined in Section 7.3.

“Approvals” are all final non-appealable approvals, including, without limitation, zoning approvals and licensing, regulatory, building and construction permits necessary for the development and operation of the Premises for Tenant’s Intended Use.

“Business Day” means any day other than a Saturday, Sunday or any statutory federal holiday or Fairfax County holiday or closure.

“Commencement Date” means the date that is five Business Days after the Landlord Notifies Tenant that Landlord’s Work has been completed, subject to delays for the number of days, if any, that Tenant reasonably contests the adequacy of Landlord’s Work.

“Environmental Law” means any federal, state or local law, statute, ordinance, rule, regulation, requirement, guideline, code, resolution, policy, order or decree (including consent decrees and administrative orders) that regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement, or disposal of any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act, at 42 U.S.C. Section 9601, the Resource Conservation and Recovery Act, at 42 U.S.C. Section 6901, the Toxic Substance Control Act, at 15 U.S.C. Section

2601, the Clean Water Act, at 33 U.S.C. Section 1251, and the Hazardous Materials Transportation Act, at 49 U.S.C. Section 1802, all as amended.

“Extended Term” is defined in Section 2.3 of this Lease.

“Fair Market Rent” is described in Section 2.3 of this Lease.

“Final Completion” means all of the following have occurred with respect to the Tenant Improvements: (i) Substantial Completion; (ii) all “punch-list” items prepared in connection with satisfying the conditions to Substantial Completion have been completed or satisfied; (iii) (A) there are no existing mechanics’, laborers’ or materialmens’ liens or similar encumbrances related to the initial construction of the Project or (B) any existing mechanics’, laborers’ or materialmens’ liens or similar encumbrances on the Project are being contested by Tenant in accordance with the provisions of this Lease; and (iv) the applicable statutory lien periods provided in Section 43-4 of the Code of Virginia have expired.

“Gross Revenues” means all monies and anything of value received by or accruing to the benefit of Tenant pertaining in any manner to the Premises or the Improvements, including, without limitation, any concessions of the Premises, without any deductions therefrom (except for the amount of property, business, sales, and excise taxes paid by Tenant pertaining to the Premises and Tenant’s operations thereon). If Tenant, or any person or entity having any material interest in Tenant, leases or acquires any interest whatsoever in any portion of the space within the Premises or the Improvements (“Related Party Lease”) then there will be included in the calculation of Gross Revenues an amount not less than the fair market rental value as of the effective date such Related Party Lease if such an amount is not already included, with respect to such space, in the Gross Revenues calculation.

“Hazardous Material” means any flammable, explosive, radioactive, or reactive materials, any asbestos (whether friable or non-friable), any pollutants, contaminants, or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other materials or substance defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic materials,” “contamination,” or “pollution” within the meaning of any Environmental Law.

“Impositions” is described in Section 5.01.

“Improvements” means the Tenant Improvements and all other structures and other improvements now located on the Premises or constructed at any time by Tenant upon the Premises (which will only be constructed with Landlord’s prior consent) and all repairs, additions, and replacements thereto, that are owned by Tenant from the Commencement Date until the date of the expiration or earlier termination of the Term of this Lease.

“Involuntary Rate” means the lesser of the Prime Rate plus six percent per annum or, if lower, the maximum permissible judgement interest rate then in effect in the Commonwealth of Virginia.

“Landlord’s Work” means the work on the Building that Landlord will perform prior to the Commencement Date of this Lease, as described in the Landlord Work Letter attached as Exhibit B.

“Lease Termination Date” means the date on which the Term of this Lease expires in accordance with the terms of this Lease.

“Lease Year” means the period from the Commencement Date to December 31 of the following year, and each consecutive 12-month period thereafter.

“Person” means any corporation, partnership, joint venture, limited liability company, trust, individual, organization, or other entity.

“Percentage Rent” has the meaning as described in Section 4.3 of this Lease.

“Premises” means the Building and other Improvements and the Parking Lot as further depicted on Exhibit A.

“Prime Rate” means the prime rate of interest (or its equivalent) as published in the “money rates” table of The Wall Street Journal, or if the Wall Street Journal is not available, its nearest equivalent publication. If more than one rate of the prime rate of interest (or its equivalent) is published in the “money rates” section of the Wall Street Journal, the Prime Rate will be the average of such published rates.

“Rent Commencement Date” means the first day of the first full month following the earlier of the date that (i) is 180 days after the Commencement Date, or (ii) Tenant initially opens for business.

“Substantial Completion” or “Substantially Complete(d)” means that the Initial Construction Work by Tenant of the Tenant Improvements have been completed and a Certificate of Occupancy has been issued, subject only to (i) minor matters that do not materially adversely affect the use of the Project (or component thereof) for its intended purpose and that have been identified by Tenant, with input from the Architect, on a “punch list,” and to (ii) items of exterior landscaping that cannot then be completed pending appropriate seasonal opportunity and that have been identified by Tenant on the “punch list.”.

“Taxes” mean federal, state, and local real estate taxes, personal property taxes, or similar “ad valorem” taxes, occupancy or rent taxes or other assessments applicable to the Premises or Tenant’s ownership interests therein.

“Tenant Improvements” means the improvements that Tenant is required to complete on the Premises following completion of Landlord’s Work, as such Tenant Improvements are described on Exhibit C attached to this Lease.

“Tenant’s Permitted Use” means a brewery and restaurant as more fully described on Exhibit D attached to this Lease.

## **ARTICLE 2**

### **Premises and Term of Lease**

2.1 **Premises.** In consideration of the rent to be paid by Tenant to Landlord and the mutual covenants and agreements in this Lease, Landlord agrees to lease to Tenant the Premises and Tenant agrees to lease from Landlord the Premises in accordance with the provisions of this Lease, together with:

- (a) all the appurtenances, rights, privileges, and easements in any way now or hereafter pertaining to the Premises; and
- (b) all existing Improvements on the Premises as of the Commencement Date.

2.2 **Parking.** Tenant shall have the use, in common with other tenants of the Workhouse Campus, of the parking spaces located on the Workhouse Campus. With the exception of the Parking Lot, Landlord may make alterations, additions, and improvements to any portion of the Workhouse Campus that may reduce the parking available on the Workhouse Campus.

2.3 **Term; Delivery of Possession; Confirmation of Commencement Date.** The initial term of this Lease (the “Initial Term”) begins on the Commencement Date and continues until the date that is ten years after the Rent Commencement Date, unless sooner terminated by operation of law or pursuant to the provisions of this Lease. Within 30 days after the Commencement Date, Landlord and Tenant will execute an appropriate document confirming the Commencement Date. Landlord will deliver possession of the Premises to Tenant with all Landlord’s Work completed on the Commencement Date, free of all tenants and occupants.

2.4 **Extended Term.** If no default by Tenant has occurred and is continuing, Tenant will have the right to extend the Term of this Lease after the Initial Term for up to three additional periods of five years each (each, an “Extended Term”) upon all of the terms and conditions of this Lease, except that the Base Rent payable by Tenant for each Extended Term will be adjusted to the then fair market rent (the “Fair Market Rent”), which amount will be payable by Tenant to Landlord in full on the first day of each calendar month during any such Extended Term, with annual increases to such Base Rent as the Parties determine is consistent with Fair Market Rent at the time of the extension (the Initial Term and each Extended Term, if applicable, may be referred to collectively as the “Term”). Tenant will extend the Lease by delivery to Landlord of written notice no later than one year in advance of the termination of the Initial Term or applicable Extended Term.

(a) Promptly following delivery to Landlord of Tenant's notice to extend the term of the Lease, the Parties will negotiate in good faith to attempt to agree upon the then fair market rental value of Premises for a five-year lease, with the Premises improved by the Improvements, including the Tenant Improvements and Landlord's Work.

(b) If the Parties fail to agree on the Fair Market Rent by the date that is nine months prior to the expiration of the Initial Term (such date referred to as the "Rental Determination Date"), then the following procedure will be implemented:

- (i) for a period of 10 Business Days after the Rental Determination Date, the Parties will in good faith to attempt to agree upon a "Designated Appraiser" meeting qualifications of a "Qualified Appraiser" as defined in Section 2.03(b)(iv) below;
- (ii) if the Parties are unable to agree upon a single Designated Appraiser within the 10-Business Day period after the Rental Determination Date, each party will appoint its own Qualified Appraiser within 10 Business Days thereafter. The two Qualified Appraisers so appointed will then promptly, within 15 Business Days after their appointment, select a third Qualified Appraiser who will serve as the Designated Appraiser and perform the appraisal as described in Section 2.03(b)(iii) below;
- (iii) the Designated Appraiser will be instructed to use his or her best efforts with the information reasonably available to determine in accordance with standard appraisal practices the market rental value of the Premises, without the Tenant Improvements;
- (iv) each Qualified Appraiser ("Qualified Appraiser") will be an MAI, licensed in the Commonwealth of Virginia, specializing in the field of commercial real estate in the vicinity of the Premises and having no less than five years' experience in such field, and recognized as ethical and reputable in his or her field;
- (v) the Parties agree that the decision of the Designated Appraiser selected in accordance with the terms of this Section will be final and binding on the Parties hereto and their successors and assignees; and
- (vi) the fee of the Designated Appraiser will be shared equally between Landlord and Tenant. If the Designated Appraiser is chosen by the two Qualified Appraisers selected, respectively, by Landlord and Tenant in accordance with Section 2.03(b)(ii), each party will pay, in addition to one-half of the fee of the Designated Appraiser, the entire fee of the Qualified Appraiser it appoints.

(c) If the Fair Market Rent is determined by the appraisal method described in Section 2.3(b) above, then Tenant must notify Landlord in writing within 10 Business Days after such determination whether Tenant will extend the Lease for the Extended Term. Failure to notify Landlord in writing within such 10 Business Day period will be deemed an election by Tenant not to extend the Lease.

**2.5 Use During the Term.** Tenant agrees that the Premises will be used solely for Tenant's Permitted Use and for no other purpose.

**2.6 Ownership of the Improvements.** Title to the Tenant Improvements during the Term of this Lease vest exclusively in Tenant. Upon the termination of this Lease for any reason, whether by expiration of the Term or otherwise, the title to the Tenant Improvements will vest in and be the sole property of Landlord, free of any right, title, interest, claim, or demand of Tenant, or of anyone claiming through or under Tenant. For clarity, any equipment which is removable without damaging the Premises shall not be considered Tenant Improvements for the purpose of this paragraph and shall remain the exclusive property of Tenant.

### **ARTICLE 3**

#### **Conditions Precedent**

**3.1 Inspections and Approvals.** Tenant acknowledges that it has inspected the Premises as of the Effective Date and that it is fully satisfied with the Condition of the Premises, subject to Landlord completing Landlord's Work.

**3.2 Title and Survey.** Tenant has been given the right to obtain whatever title and survey reports as Tenant has deemed advisable, and Tenant is satisfied with the condition of title to the Premises and Tenant is satisfied with the results of Tenant's review of such documentation.

### **ARTICLE 4**

#### **Rent**

**4.1 Base Rent during Initial Term.** Tenant will pay to Landlord base rent under this Lease (the "**Base Rent**") on the first day of each month during the Term of this Lease, prorated for any partial month, in the initial amount of \$9,100 per month. The Base Rent will be increased after the first 60 months of the Initial Term by 12%. If Tenant exercises its right for the Extended Term, Base Rent will be increased to the then Fair Market Rent as determined in accordance with Section 2.3.

**4.2 Rent Abatement/Reduction.** Base Rent will be abated or reduced for 18 months after the Rent Commencement Date as follows:

(a) Base Rent will be abated in full during the first 3 months of the Term after the Rent Commencement Date.

(b) One-half of Base Rent will be abated during the following 15 months of the Term, for a monthly rental payment of \$4,550.

**4.3 Percentage Rent.** In addition to Base Rent, as part of the Rent due for the Premises during the Term, Tenant will pay to Landlord without demand, in advance in monthly installments on the first day of each month of the Term beginning after the reduced rent period described in Section 4.2(b), the following:

- (a) Starting with month 19 following the Rent Commencement Date, a monthly payment, due on the first day of the month, equal to 5% of the previous month's Gross Revenues over 100% of the average Gross Revenues for months 7 – 18 following the Rent Commencement Date (the "Breakpoint").
- (b) Beginning with month 30 after the Rent Commencement Date, Percentage Rent is set at a Breakpoint of \$1,800,000 annual Gross Revenues. Annual Gross Revenue collected over \$1,800,000 will be paid at 5% of Gross Revenues over the Breakpoint, to be reviewed quarterly, with the final quarter to be evaluated on the Annual Period, with any true-up to be done at that time. Calculated Gross Revenue for percentage rent does not include revenue from Workhouse Campus events or income generated from off-site sales.
- (c) If Tenant fails to operate the Improvements for any period when Tenant is obligated to operate the Improvements in accordance with the terms of this Lease, subject to excuse for fire, earthquakes, or other events of force majeure beyond the control of Tenant, the Gross Revenues for purposes of computing Rent under this Lease will be estimated as 100% of the average monthly Gross Revenues of the previous 12-months prior to the period in question. Tenant agrees that the calculation of or amount of Gross Revenues will not be reduced, diminished, or otherwise impaired because of any sublease or other conveyance of the Premises or any of the Improvements or any assignment or any other transfer of its interest in the Premises or any of the Improvements, whether or not any such sublease, assignment, transfer, or other transaction is consented to or approved by Landlord.

**4.4 Payment of Base Rent, Percentage Rent, and other payment obligations of Tenant.** Tenant must pay all sums due to Landlord under this Lease in lawful money of the United States of America. Unless Landlord directs otherwise, Base Rent, Percentage Rent, and other payment obligations of Tenant to Landlord will be made to Landlord's address as set forth in Article 21 or at such other address as Landlord designates in a written notice to Tenant no later than 10 Business Days prior to the date that the next payment of Base Rent is due and payable. Base Rent is payable without notice, demand, deduction, or offset, except as otherwise expressly set forth in this Lease.

**4.5 Proration of Impositions and Additional Costs.** Any Impositions or other Additional Costs that are due for any partial month, year, or other applicable period in the calendar year in which the Commencement Date occurs or the Expiration Date occurs will be appropriately prorated.

**4.6 Base Rent and Additional Costs.** All of the amounts payable by Tenant to or for the benefit of Landlord pursuant to this Lease, including, without limitation, Base Rent, Additional Costs, Impositions, and all other sums, costs, expenses or deposits which Tenant in any of the provisions of this Lease assumes or agrees to pay or deposit will constitute rent under this Lease for the purpose of Tenant's failure to pay any amounts due under this Lease after the expiration of any applicable notice and cure periods, and Landlord (in addition to all other rights and remedies) will have all of the rights and remedies provided for herein and by law in the case of non-payment of rent. All Base Rent, Additional Costs and Impositions will be payable without offset or deduction (except as expressly provided in this Lease) at Landlord's address set forth in this Lease or as Landlord may from time to time direct. Basic Rent that is not paid within 10 days after it becomes due and payable will bear interest at the Prime Rate during the period of such delinquency until the delinquent amount is paid.

**4.7 Net Lease.** The Base Rent will be absolutely net to Landlord without any abatement, deduction, counterclaim, set-off or offset whatsoever. In addition, except for Landlord Services, all Additional Costs, expenses, and other charges relating to the Premises of every kind and nature will be paid directly by Tenant, or if paid by Landlord, all such undisputed Additional Costs during the term of this Lease will be reimbursed to Landlord on demand, except as otherwise specifically provided in this Lease.

**4.8 Late Charges.** If any payment of Base Rent, Percentage Rent, Additional Costs or Impositions becomes overdue beyond its due date (or if no due date is described in this Lease, then the due date will be deemed to be the date upon which demand for payment is made), a late charge on the overdue sums equal to the Involuntary Rate, for the period from the due date to the date of actual payment, will become due and payable to Landlord. This additional amount is liquidated damages for the administrative costs and expenses incurred by Landlord by reason of Tenant's failure to make prompt payment. The late charges will be considered Additional Costs and will be paid by Tenant within 10 days after demand. No failure by Landlord to insist upon the strict performance by Tenant of its obligations to pay late charges will constitute a waiver by Landlord of its right to enforce the provisions of this section in any instance. The provisions of this section may not be construed in any way to extend the grace periods or notice periods provided for in Article 18, Tenant Defaults.

**4.9 Operating Expense Payments by Tenant.** To compensate Landlord for Tenant's proportionate share of operating expenses incurred by Landlord for the benefit of the Premises, Tenant will pay to Landlord as Additional Costs on the first day of every month of the Term the amount of \$1.32 per square foot of rentable space in the Premises, as such amount per square foot may reasonably be increased by Landlord on an annual basis based on the increase in costs of such services benefiting the Premises. Landlord will provide evidence and justification of the increases in such costs to Tenant upon request.

**4.10 Initial Rent Prepayment.** Upon execution of this Lease, Tenant agrees to prepay the first full monthly payment of Rent in the amount of \$9,100, plus any Additional Costs then due. Provided no default by Tenant has occurred and is continuing, this initial rent prepayment

will be applied to the rent due upon completion of the 18-month rent reduction period described in Section 4.2.

## **ARTICLE 5**

### **Payment of Taxes and Other Charges**

5.1 **Obligation to Pay Impositions.** Beginning on the Commencement Date and continuing for the entire Term, as part of the consideration of this Lease, Tenant must pay and discharge or cause to be paid and discharged promptly as the same become due and before delinquency, all real estate taxes, assessments, rates, charges for public utilities, excises, levies and all other license and permit fees and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind and nature, assessed, levied, confirmed, imposed upon, or which become due and payable out of or in respect of or which become a lien on or are otherwise determined against, the Premises or the Improvements, or any part thereof, or upon the leasehold estate created hereby or upon the business conducted on the Premises, excluding, however, any charges related to Landlord's Services (the foregoing may be referred to in this Lease as the "Impositions").

5.2 Nothing in this Lease may be construed as imposing upon Tenant any obligation to pay any estate, inheritance, succession, capital levy, income, transfer, franchise, gross receipts, or business license tax of Landlord.

5.3 If, due to a future change in the method of taxation real estate taxes are not assessed against the Premises and instead another tax is imposed based upon the value of the Premises or the amounts payable by Tenant under this Lease after the date of such change in the method of taxation, then such tax will be deemed to be included within the definition of Impositions.

5.4 **Proration.** Any Impositions required to be paid by Tenant which, on an accrual basis, relate to the year in which the Commencement Date occurs (or any prior year) or the year during which the Lease Termination Date occurs (or any subsequent year), will be prorated between Landlord and Tenant as of the Commencement Date or Lease Expiration Date, as the case may be.

5.5 **Payment in Installments.** If the law expressly permits the payment of any Impositions in installments, Tenant may utilize the permitted installment method, but will pay each installment coming due during the Term with any interest before delinquency. If Tenant has elected to make such payments in installments over a period of time which extends beyond the Lease Termination Date, then Tenant will only be obligated to pay those installments that are required to be paid through the Lease Termination Date.

5.6 **Tax Notices.** If Landlord receives any tax notice pertaining to the Premises, it will promptly deliver a copy of the same to Tenant.

5.7 **Payment to Taxing Authority.** Tenant will make all payments of all Impositions directly to the taxing authority before delinquency and before any fine, interest, or penalty becomes

due or is imposed by operation of law for nonpayment. If Tenant incurs any such fines, interest or penalties, such amounts shall be deemed Impositions, and shall be in addition to any Late Charges that may be imposed as set forth above.

5.8 **Contest.** Tenant has the right to contest or review the amount or validity of any Impositions by appropriate legal or administrative proceedings, or in such other manner as Tenant may desire. Any such contest or other proceeding will be conducted solely at Tenant's expense. Landlord has no duty to join in any contest or other proceedings that Tenant may desire to bring pursuant to this Section. Within 30 days after the final determination of the amount due from Tenant for such Impositions, Tenant will pay the amount so determined to be due, together with all costs, expenses, interest, and as may be applicable, Late Charges. If Tenant desires to contest or otherwise review by appropriate proceedings any Impositions that Tenant is required to pay pursuant to the provisions of this Article prior to the payment, Tenant will give Landlord written notice of Tenant's intention to contest.

5.9 After such notice, Tenant will not be in default of this Lease unless Tenant fails to satisfy the Imposition within 30 days after the final determination of such contest, so long as (i) Tenant is proceeding with reasonable diligence and in good faith, (ii) neither the Premises nor any part of the Premises would by reason of such postponement be in danger of being forfeited or lost, and (iii) the taxing authority has not commenced any proceeding for the foreclosure of the lien of such Imposition or for the sale of the Premises or Landlord's interest in the Lease Property which are not then stayed during the pendency of such contest.

5.10 **Utility Charges.** Charges for all, oil, gas, electricity, telephone and other public utilities and services used upon or furnished to the Premises and the Improvements during the Term will be paid by Tenant, excluding the cost of any such services if provided by Landlord for Landlord Services.

5.11 **Landlord Remedies.** If Tenant fails or refuses to make any required payments for Impositions (but subject to Tenant's right to contest any Imposition as set forth above), Landlord has the right, but not the obligation, to make such payments after giving Tenant not less than five Business Days written notice of its intent to make such payments and the same will become due and payable by Tenant to Landlord and Tenant will pay the same to Landlord within ten Business Days of written demand of Tenant therefor or Landlord will have the right to seek such other remedies as are afforded to Landlord under the terms of this Lease. Tenant, from time to time upon request of Landlord, will promptly furnish to Landlord official receipts of the appropriate imposing authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of Impositions.

**ARTICLE 6**  
**Tenant to Participate and Cooperate as Good Neighbor**

6.1 Tenant agrees to be an active participant in the Workhouse Campus by abiding by all laws and community standards set forth by Landlord. Tenant will be a “Good Neighbor” with all other occupants/users of the Workhouse Campus by affirming the same shared commitment and responsibility to uphold community values through respect, engagement, and receptivity to opportunities to build further relationships with the other occupants/users of the campus. At the discretion of Landlord, periodic campus coordination meetings among all tenants of the Workhouse Campus may be established and administered by Landlord for the purpose of shared programming and outcomes at the campus. The frequency and format of campus coordination meetings is intended to be determined on an annual basis. It is the expectation that Tenant will participate in campus coordination efforts. Coordination efforts should consider events’ possible positive and negative impacts on both the Workhouse Campus and site tenants.

**ARTICLE 7**  
**Use; Compliance with Laws**

7.1 **Permitted Use.** Tenant’s Permitted Use of the Premises is for the operation of a brewery and restaurant open to the public, as more particularly described on Exhibit D, all of which will be done in accordance with Applicable Law.

7.2 **As-Is Condition; No Representations.** Tenant acknowledges that Tenant is fully familiar with the Premises, its physical condition, the Permitted Exceptions, and its zoning status. Tenant accepts the Premises in its existing legal and physical condition and state of repair, except for Landlord’s Work which shall be the sole responsibility of Landlord, and, except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord with regard to the Premises, its physical condition, including, without limitation, zoning or other Applicable Laws, regulations, rules, and orders, the status of title, Taxes, or the use that may be made of the Premises. Tenant has relied on no such representations, statements or warranties, and Landlord will in no event whatsoever be liable for any latent or patent defects in the Premises.

7.3 **Compliance with Law.** Tenant will comply with any and all applicable present and future laws, rules, orders, ordinances, regulations, statutes, requirements, permits, consents, certificates, approvals, codes, and executive orders (collectively, “Applicable Laws”). Tenant has the right, at its own cost and expense, to contest or review by legal or administrative proceedings or such other manner as Tenant may desire, the validity or legality of any such law, order, ordinance, rule, regulation, direction, or certificate of occupancy. During such contest, Tenant may refrain from complying therewith, provided that doing so does not subject Landlord to any criminal or civil liability for Tenant’s failure to so comply.

7.4 **Right to Contest.** Tenant, at its expense, after notice to Landlord, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Applicable Laws, provided that:

(a) Landlord will not be subject to civil or criminal penalty or to prosecution for a crime, nor will the Premises or any part of the Premises, be subject to being condemned or vacated, by reason of non-compliance or otherwise by reason of such contest;

(b) If an adverse decision in such proceeding or the failure to pay any judgment resulting from such adverse decision could result in the imposition of any lien against the Premises, then before the commencement of such contest, Tenant will furnish to Landlord the bond of a surety company, or other deposit or security, reasonably satisfactory to Landlord, and will indemnify Landlord against any cost or liability resulting from or incurred in connection with Tenant's contest or non-compliance (including all related costs and expenses);

(c) Tenant will keep Landlord regularly advised as to the status of such proceedings;

(d) Such contest will be prosecuted with diligence and in good faith to final adjudication, settlement, compliance, or other disposition; such contest, and any disposition thereof (including, without limitation, the cost of all interest, penalties, fines, liabilities, fees, and expenses in connection therewith), will be at the sole cost of and will be paid by Tenant;

(e) Promptly after disposition of the contest, Tenant will comply with such Applicable Laws to the extent determined by such contest; and

(f) Notwithstanding any bond, deposit, or other security furnished to Landlord, Tenant will comply with all Applicable Laws in accordance with the applicable provisions of this Lease if the Premises, or part of the Lease Property, will be in danger of being forfeited or if Landlord is in danger of being subject to criminal liability or penalty, or civil liability, in connection with such contest.

**7.5 Signage.** Tenant's signage will be located on a directory sign on the Workhouse Campus located at the corner of Route 123 and Workhouse Road. All signage, including signage on the directory sign and on the façade of the Building, will be subject to prior approval by Landlord.

**7.6 Hazardous Materials and Environmental Laws.** If during the Term any Hazardous Materials are used, stored, disposed of, released, spilled, or discharged on or in the Premises or the Improvements in violation of any Environmental Law and such use, storage, disposal, release spill or discharge are not the result of the willful misconduct or gross negligence of Landlord, Tenant will remediate the same in accordance with the requirements of all applicable Environmental Laws. Tenant will be fully responsible for all costs, expenses, damages, and liabilities, including those incurred by Landlord, that may occur from the use, storage, disposal, release, spill, or discharge of Hazardous Materials on or in the Premises or the Improvements during the Term that are not the result of the willful misconduct or gross negligence of Landlord.

Tenant will defend, indemnify, and hold harmless Landlord from and against any losses, claims, demands, administrative orders, judicial orders, penalties, fines, liabilities, settlements, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or in any way related to the use, storage, disposal, release, spill, or discharge of any Hazardous Materials in or on the Premises or the Improvements during the Term that are not the result of the willful misconduct or negligence of Landlord.

## **ARTICLE 8**

### **Construction, Alteration, and Replacement of Improvements**

8.1 **Initial Construction.** Tenant will commence construction of the Tenant Improvements for Tenant's Permitted Use promptly after Landlord notifies Tenant that Landlord has completed Landlord's Work, unless Tenant reasonably contests in writing within 10 days the adequacy of Landlord's Work, which writing will set forth in reasonable detail the deficiencies of such Landlord's Work. The Tenant Improvements will be constructed in a good workmanlike fashion in compliance with all Applicable Law and subject to governmental Approvals and will be Substantially Completed prior to the opening of business operations at the Premises. Final Completion of the Tenant Improvements will be completed as soon as practicable following Substantial Completion.

8.2 **Other Improvements.** Tenant, at its own expense, has the right, with the prior written consent of Landlord, at any time or times, to construct new Improvements upon the Premises and to alter, make additions, or remove or replace the Tenant Improvements, provided all such improvements relate to Tenant's Permitted Use. All work must be done in a good and workmanlike manner, subject to all Applicable Law and government Approvals, and Tenant will use diligent and commercially reasonable efforts to timely proceed to complete such work. Tenant will procure, at its sole cost, all variances, permits, certificates of occupancy, and any other certificates required by law with respect to any construction, alteration, or replacement.

8.3 **Payment of Tenant Allowance for Tenant Improvements.** Tenant will receive a tenant allowance from Landlord of \$350,000, payable upon the following schedule: \$175,000 upon approval of Tenant's building permit and \$175,000 upon Tenant's receipt of its non-residential use permit.

## **ARTICLE 9**

### **Maintenance**

9.1 **Services Provided by Landlord.** Landlord will provide for the maintenance of the exterior of the Building, the roof, fire safety equipment, landscaping, sidewalks, and the brick plaza. In addition, Landlord shall provide all the services as identified on Exhibit E (the services to be provided by Landlord as described in this Section 9.1 are referred to as the "Landlord Services").

9.2 **Maintenance of Premises and Improvements by Tenant.** Except for Landlord's Services, Tenant will, throughout the Term, and at its sole cost and expense, maintain and repair

the Premises and make all necessary replacements in good and workman like fashion in a manner sufficient to comply with the requirements of all federal, state, and local laws, ordinances, orders, rules, and regulations and the requirements of any insurance company providing insurance pursuant to the covenants of this Lease. Tenant will have the right to make such replacements, renewals, additions, and other improvements as Tenant determines to be reasonably necessary or desirable. All repairs and replacements will be accomplished in a good and workmanlike manner. Maintenance will include general upkeep of the Parking Lot, including the entrances to the Parking Lot.

9.3 **Liens.** Tenant will discharge within 60 days after Tenant receives written notice of the filing of the same any mechanics', laborers', or materialmen's lien resulting from Tenant's construction of, or alterations, additions, or improvements to the Improvements or from the nonpayment of any utility expenses required to be paid by Tenant pursuant to this Lease; or for any other lien recorded against the Premises (collectively "lien"). Tenant may, however, contest the validity or amount of any purported lien, by appropriate proceedings conducted in good faith. During any such contest Tenant may refrain from paying any purported lien if enforcement of the same is effectively stayed during the pendency of such proceedings, or Tenant will have posted a surety or other bond sufficient under Applicable Law to cause the discharge of such lien as an encumbrance against Landlord's title.

Nothing in this Lease contained may be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of materials that would give rise to the filing of any lien against Landlord's interest in the Premises or any part thereof. Landlord will not be liable for any work performed or to be performed at the Premises for Tenant, for any materials furnished or to be furnished at the Premises for any of the foregoing, and no mechanics' or other lien for such work or materials may attach to or affect the estate or interest of Landlord in and to the Premises or any part thereof.

9.4 **Cessation of Operations.** If Tenant ceases operations at the Premises, Tenant will continue to maintain and repair the Premises and any Improvements and make all necessary replacements thereto in a manner sufficient to comply with all federal, state, and local laws, ordinances, orders, rules, and regulations and the requirements of any insurance company providing insurance pursuant to the covenants of this Lease, until the end date of this Lease or proper termination pursuant to this Lease.

## **ARTICLE 10**

### **Assignment and Subletting**

10.1 **Assignment.** Tenant may assign or transfer this Lease or the interest of Tenant in this Lease, to an Affiliate, parent, or subsidiary of Tenant, subject to the terms of this Lease. In any such instance, Tenant will remain liable for the payment of Rent and the performance of the terms, covenants, and conditions of this Lease.

10.2 **Subletting.** Upon prior written consent of Landlord, which will not be unreasonably withheld, Tenant may sublease (which term includes granting any licenses, concessions, or similar agreements) the Premises or any part or parts thereof, to an Affiliate, parent, or subsidiary of Tenant, subject to the terms of this Lease. In any such instance, Tenant will remain liable for the payment of Rent and the performance of the terms, covenants, and conditions of this Lease.

10.3 Any assignment of this Lease will not be effective unless and until the assignee, in the case of an assignment, executes, acknowledges, and delivers to Landlord an agreement, whereby the assignee will (A) assume the obligations and performance of this Lease and agree to be bound by all of its covenants, agreements, terms, provisions, and conditions on the part of Tenant to be performed or observed on and after the effective date of any such assignment, and (B) agree that the provisions of this Article 10 will, notwithstanding such assignment, continue to be binding upon assignee in the future. Tenant covenants that, if Tenant engages in an assignment or transfer in violation of the provisions of this Lease, Tenant will remain fully and primarily and jointly and severally liable for the payment of all Additional Costs and Impositions due and to become due under this Lease and for the performance and observance of all the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Tenant.

10.4 **Successors-in-Interest.** In the event that Tenant sells the business or a majority stake in the business such a sale will not constitute a Transfer, Assignment or Sublease under this Section 10, but shall be allowed provided that the successor-in-interest meets with the same financial means tests as applied to Tenant for signing this Lease.

## **ARTICLE 11**

### **Requirement of Operations of Premises**

11.1 **Obligation of Tenant to Operate Premises.** Tenant will be open for a minimum of 250 days per year, with at least 208 of those days open to the public for retail sales, except for extraordinary circumstances outside of Tenant's control that prevent Tenant from the use and operation of the Improvements.

## **ARTICLE 12**

### **Insurance**

12.1 **Required Coverage.** Tenant will, throughout the Term of this Lease at Tenant's sole cost and expense, purchase and maintain (or cause to be purchased or maintained), the required insurance described in Exhibit F to this Lease. Landlord may, on a commercially reasonable basis, from time to time by written notice to Tenant, require Tenant to maintain, or cause to be maintained, at its sole cost and expense, such other insurance covering insurable hazards that are commonly insured against in the case of premises located in Fairfax County, Virginia, that are similarly situated and have similar uses to that of the Premises, provided such other insurance is available on a commercially reasonable basis.

**12.2 Form of Policies, Certificates.** The minimum limits of insurance set forth above will in no event limit the liability of Tenant under this Lease. All insurance policies required under Section 12.1 must be with companies licensed to do business in the Commonwealth of Virginia and have an AM Best rating of not less than A:VI (or other similar rating in the event an AM Best rating is no longer available). Prior to the Commencement Date, and within 30 days after the expiration of any expiring policy for which a certificate was previously furnished, Tenant must deliver to Landlord a certificate showing the insurance required to be maintained by Tenant under Section 12.1 to be in effect. If Tenant does not take out and maintain the insurance required under Section 12.1, Landlord may (but is not required to) procure the insurance on Tenant's behalf. County will provide Tenant no less than five Business Days' written notice of Landlord's intent to procure the insurance and charge Tenant the premium, together with interest at the Prime Rate on all amounts expended in connection therewith, all of which are payable within 30 days following notice from Landlord of the amount expended.

**12.3 Additional Insurance Requirements.**

(a) Landlord and Tenant will cooperate in connection with the adjustment and collection of any insurance recoveries that may be due in the event of loss, and Tenant will execute and deliver to Landlord such proofs of loss and other instruments that may reasonably be required for the purpose of obtaining the recovery of any such insurance money.

(b) Tenant will not carry separate liability or property insurance concurrent in form or contributing to the event of loss with that required by this Lease to be furnished by Tenant, unless Landlord and any other parties designated by Landlord with a bona fide insurable interest are included therein as additional insureds with respect to liability and loss payees with respect to property, as their interests may appear, with loss payable as provided in this Lease. Tenant will immediately notify Landlord of the carrying of any such separate insurance and will cause copies of the declaration page(s) of the same to be delivered as in this Lease hereinafter required.

(c) Tenant will provide written notice to Landlord promptly after Tenant is aware that any insurance claim or insurance proceeding has been filed against Tenant.

(d) Tenant will procure policies for all such insurance required by any provision of this Lease for periods of not less than one year (if such policy term is customary and available) and will procure renewals or replacements thereof from time to time and deliver evidence of the same to Landlord at least 30 days before the expiration thereof. If Tenant fails to procure any such policies or renewals in accordance with this Lease, Landlord may procure the same, and Tenant will be obligated to reimburse Landlord as Additional Costs for all costs incurred by Landlord in procuring such insurance.

**12.4 Deposit of Insurance Premiums.** Landlord, by written notice, may at any time during the pendency of a default, require Tenant to deposit on the first day of each calendar month with a savings bank, a savings and loan association or a commercial bank or trust company designated by Tenant and approved by Landlord, an amount sufficient to pay the annual premiums

for insurance required to be carried by Tenant when the same will become due and payable. If, however, an Event of Default exists due to Tenant's failure to pay insurance premiums when due and as to which failure Landlord may (a) require payment to be made on demand or (b) pay the same, Landlord may at any time after such Event of Default has occurred and is continuing, pay such insurance premiums, whereupon Tenant will be obligated to reimburse Landlord for such insurance premiums as Additional Costs.

**12.5 Waiver of Subrogation.** Landlord and Tenant each waives any claim against the other for any injury or damage to the property of the other to the extent covered by any insurance maintained by either party or required to be maintained by such party pursuant to the provisions of this Lease, notwithstanding any other provisions contained in this Lease. All policies of insurance required to be maintained under this Article must contain a standard waiver of subrogation endorsement.

**12.6 Indemnity.** In addition to the indemnification that is addressed in Sections 3.2 and 7.7 of this Lease, Tenant will defend, indemnify, and hold harmless Landlord from all liability, penalties, losses, damages, costs, expenses, fees, including, without limitation, reasonable attorneys' fees, causes of action, claims, and judgments arising by reason of any injury or death to any person or persons, or damage to property of any persons or parties, including, without limitation, Tenant and Tenant's agents and employees, subtenants, and other invitees, from any cause or causes whatsoever occurring in or upon the Premises and Improvements arising out of or related to Tenant's use and occupation of the Premises and Improvements during the Term, or arising out of or related to Tenant's failure to comply with the provisions of this Lease, other than any such injury, death, or damage resulting from the gross negligence or willful misconduct of Landlord or its agents or employees.

## **ARTICLE 13**

### **Damage or Destruction**

**13.1 Damage or Destruction.** If during the Term, the Building is damaged or destroyed by fire, the elements, accident or other casualty (in each case, not resulting from the fault or negligence of Landlord or Tenant or their respective employees, agents, and invitees) (a "Casualty"), the rights and obligations of Landlord and Tenant shall be governed by this Article 13. Immediately or as soon as reasonably practicable thereafter, Tenant shall notify Landlord of any damage or destruction to the Building by a Casualty.

**13.2 Landlord's Obligations Upon Damage or Destruction.** If during the Term, the Building is damaged or destroyed by a Casualty, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall promptly and diligently repair or rebuild the Building (only so much thereof as was originally located on the Premises or required to be constructed by Landlord pursuant to this Lease) to substantially the same condition as immediately prior to such damage (subject, however to zoning laws and building codes then in existence). If

Landlord elects to terminate this Lease pursuant to Section 13.4, Landlord shall not be obligated to make any repairs.

**13.3 Tenant's Obligations Upon Damage or Destruction.** If during the Term, the Building is damaged or destroyed by a Casualty and Landlord proceeds to repair or restore its portion of the damage in accordance with Section 13.2, Tenant shall proceed to repair that portion of the damage that was originally required to be constructed by Tenant pursuant to this Lease. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Building by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed promptly by Tenant.

**13.4 Right to Terminate.** The Parties' right to terminate this Lease in the event of a Casualty is as follows:

(a) If the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Landlord's reasonable opinion) by a Casualty if such Casualty occurs within the last three (3) years of the Term of this Lease; or

(b) If the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Landlord's reasonable opinion) by a Casualty that is a risk that is not covered by Landlord's or Tenant's insurance; or

(c) If the Building is damaged or destroyed by a Casualty to the extent of 50 percent or more of the monetary value thereof; or

(d) If the Building or any part thereof is damaged or destroyed by a Casualty to an extent that, in the reasonable judgment of Landlord, the Building cannot be operated as an integral commercial unit; then, in any of such events in (a) through (d) herein, Landlord shall have the right to terminate this Lease by written notice to Tenant within 60 days following such Casualty.

(e) In the event of a termination of this Lease pursuant to this Article 13, this Lease shall terminate as of the date of such damage or destruction.

**13.5 Tenant's Option to Terminate.** Notwithstanding anything herein to the contrary, Tenant shall have the right to terminate this Lease if the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Tenant's reasonable opinion) by a Casualty if such casualty occurs within the last three (3) years of the Lease Term.

**13.6 Abatement of Rent.** If Landlord repairs or restores any damage to the Building, the Base Rent and other sums payable hereunder shall be reduced during the period of repair or

restoration to that fraction of the Base Rent otherwise prevailing, the numerator of which is the square footage of the Building reasonably usable by Tenant, in Tenant's reasonable judgment, in the conduct of its business and the denominator of which is the total square footage of the Building. The Base Rent and other sums payable hereunder shall be restored to the amount payable hereunder without abatement when the repair or restoration work required to be performed by Landlord is completed. No penalty shall accrue to Landlord for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements, or any cause beyond Landlord's reasonable control.

#### **ARTICLE 14** **Eminent Domain**

14.1 **Total Taking.** If, during the Term of this Lease, the Premises, or any part thereof that precludes the Tenant's use of the property as substantially intended, is taken by eminent domain, this Lease will terminate on the date of vesting of title in the condemning authority. In such event, all Base Rent and other sums payable by Tenant under the Lease will be abated, and thereafter Tenant will be relieved of all obligations to pay rent and to otherwise perform any of its covenants or obligations under this Lease. Landlord and Tenant will each, however, be entitled to the value of their respective interests in the Premises and any Improvements located thereon determined as if this Lease had not been terminated. In any proceeding to determine the value of the respective interests of Landlord and Tenant in the Premises or any Improvements located thereon, the respective interests of Landlord and the Tenant will be separately determined and computed by a court having jurisdiction of such eminent domain proceeding and separate awards and judgments will be made and entered, and the separate awards so determined will be paid to Landlord and Tenant, respectively, in accordance therewith.

If the court having jurisdiction over the determination and computation of the value of the respective interests of Landlord and Tenant makes a single award without separately determining each of the Parties' respective interests, and if Landlord and Tenant do not agree in writing as to their respective portions of such award within 20 days after the date thereof, Landlord and Tenant agree to submit the matter to such court on stipulation for the purpose of a judgment determinative of their respective shares. Any award entered in favor of Tenant, will be paid simultaneously to Tenant and Landlord, as their interests may appear.

14.2 **Partial Taking.** If, during the Term of the Lease, less than the entire Premises is taken by the exercise of the power of eminent domain, and it is economically feasible (in the sole and good faith opinion of Tenant) to continue to operate the remaining portion for the purposes stated in this Lease, this Lease will not terminate but will continue in full force and effect for the remainder of the Term. In any proceeding to determine the value of the portion of the Premises so taken, the respective interests of Landlord and Tenant will be separately determined and computed in accordance with the provisions above, and the separate awards so made will be paid to Landlord and Tenant, respectively, in accordance therewith; provided, however, Tenant will receive that portion of the award made as consequential damages to the Improvements located on the remaining portion of the Premises and Tenant may, in its sole discretion, restore the Premises and

Improvements to a suitable state of repair, at its sole cost and expense, in order to permit the continued operation of the Improvements.

14.3 **Credit Against Rent.** If a partial taking occurs prior to the Commencement Date that does not preclude the Tenant's intended use of the Property, the amount of Base Rent payable by Tenant will be reduced by the amount of the condemnation award payable to Landlord pursuant to the provisions of this Lease.

14.4 **Temporary Taking.** If the whole or any part of the Premises or the Improvements is taken for the temporary use or occupancy of the condemning authority, then (a) this Lease will not terminate by reason thereof, (b) Tenant will continue to pay the full Base Rent as provided in Section 4.1, and (c) except only to the extent that Tenant may be prevented from doing so by the order of the condemning authority, the conditions and obligations under this Lease upon the part of the Tenant to be performed and observed will continue to be performed and observed as though the taking had not occurred. In such event, however, Tenant will have the right to participate in all negotiations with the condemning authority, to appear as a party in any condemnation litigation and to approve any settlement made with the condemning authority. In the event of such taking for temporary use and occupancy, Tenant will be entitled to receive the entire amount of any award made or compensation paid for such taking except that if such temporary taking extends beyond the termination of this Lease, only the portion of such award or compensation attributable to the period prior to such termination will belong to Tenant and the remainder thereof will be paid to Landlord.

## **ARTICLE 15**

### **Estoppel Certificates**

15.1 Upon request by Landlord or Tenant but in no event more than three times in any 12-month period, the other party will certify promptly to the requesting party (a) whether or not this Lease is valid and in full force and effect; (b) whether or not this Lease has been modified (and, if there are modifications, identifying them), (c) whether or not the party executing the certificate knows of any default or breach by the other party under any of the terms of this Lease (and, if any exists, describing them); (d) whether or not the fee interest in the Premises is subject to any lien, mortgage, or other encumbrance, securing any indebtedness; (e) the date to which rent has been paid by the Tenant and the date on which the next installment of rent is due; and (f) such other matters within the knowledge of the certifying party relating to this Lease as the requesting party may reasonably request.

## **ARTICLE 16**

### **Inspection of Premises**

16.1 Landlord has the right, at all times during reasonable business hours, upon three days prior written notice to Tenant, to enter upon the Premises or any Improvements for the purpose of inspecting the Premises and Improvements and ascertaining the compliance by Tenant of its obligations under this Lease. Any inspection will be made in such manner as to minimize

any interference with the use or occupancy of the Premises and Improvements by Tenant and the occupants thereof.

## **ARTICLE 17**

### **Representations**

**17.1 Representations of Tenant.** Tenant represents and warrants to Landlord as follows:

(a) Tenant is a limited liability company duly organized and existing and in good standing under the laws of the Commonwealth of Virginia. Tenant has the power and authority to enter into and deliver this Lease to Landlord. The execution and delivery of this Lease and the consummation of the transactions contemplated by this Lease have been authorized by all requisite action of Tenant. The individual executing this Lease on behalf of Tenant is duly authorized and this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) The execution and delivery of this Lease by Tenant and the performance by Tenant of its obligations under this Lease do not (i) conflict with, or result in the breach of, the provisions of, the organizational and governing documents of Tenant or any contract or agreement to which Tenant is a party, (ii) constitute a violation of any governmental law, ordinance, regulation or other requirement applicable to Tenant, (iii) constitute a violation of any judgment, decree, or order applicable to Tenant, or (iv) require the consent, waiver, or approval of any third party.

**17.2 Representations of Landlord.** Landlord represents and warrants to Tenant as follows:

(a) Landlord is a body politic and corporate under laws of the Commonwealth of Virginia. Landlord has the power and authority to enter into and deliver this Lease to Tenant. The execution and delivery of this Lease and the consummation of the transactions contemplated by this Lease have been authorized by all requisite action of Landlord. The individual executing this Lease on behalf of Landlord is duly authorized and this Lease is a valid and binding obligation of Landlord, enforceable in accordance with its terms.

(b) The execution and delivery of this Lease by Landlord and the performance by Landlord of its obligations under this Lease do not (i) conflict with, or result in the breach of, the provisions of, the organizational and governing documents of Landlord or any contract or agreement to which Landlord is a party, (ii) constitute a violation of any governmental law, ordinance, regulation, or other requirement applicable to Landlord, (iii) constitute a violation of any judgment, decree, or order applicable to Landlord, or (iv) require the consent, waiver, or approval of any third party.

## **ARTICLE 18**

### **Tenant Defaults**

18.1 **Events of Default.** The following events constitute a default on the part of the Tenant with respect to its obligations under this Lease and a breach of this Lease:

(a) The failure to pay Base Rent or any other monetary sums owing under this Lease to Landlord within 10 days after written notice of such default has been given by Landlord to Tenant; or

(b) The failure of Tenant to observe or perform any of the other covenants, agreements, and obligations to be observed and performed and the continuance of such failure for a period of 30 days after written notice has been given by Landlord to Tenant, provided, however, that if the default is of such nature that it cannot be cured with reasonable diligence within such 30-day period, the time within which Tenant is required to cure the default will be extended for an additional period as may be necessary for the curing thereof with reasonable diligence provided Tenant has diligently commenced to cure the default within the 90-day period and continues to act diligently to cure same.

18.2 **Termination of Lease.** Upon the occurrence of any default and the expiration of the grace period granted to Tenant set forth in this Lease, Landlord may, at its election, if the default continues unremedied or uncured, terminate this Lease by giving notice thereof to Tenant. On the giving of such notice, all of Tenant's rights in the Premises and Improvements will terminate. Promptly after such notice, Tenant will surrender and vacate the Premises.

## **ARTICLE 19**

### **Landlord Defaults**

19.1 **Events of Default.** If any default in the observance or non-performance of any term of this Lease by Landlord which has not been cured within 30 days after notice of the default, Tenant has the right to cure the default and deduct the reasonable cost thereof (together with interest as hereinafter provided) from any Base Rent or other amounts payable by Tenant. In the alternative, Tenant may demand any such payment from Landlord. If, however, a default cannot be cured with reasonable diligence within a 30-day period, the time within which Landlord must cure the default will be extended. Any additional period requires Landlord's reasonable diligence, and such diligence must have been commenced within the 30-day period. All amounts advanced by Tenant pursuant to this Section will bear interest at the Prime Rate from the date advanced by Tenant to the date reimbursed by Landlord to Tenant or offset by Tenant against any amount payable by Tenant under this Lease. If Landlord fails to cure any default despite such reasonable diligence after 180 days, Tenant may terminate this Lease.

19.2 **Limitation on Landlord's Liability.** If Landlord breaches any of the provisions of this Lease, Landlord's liability will in no event exceed Landlord's interest in the Premises, and Tenant expressly agrees that any judgment or award that it may obtain against Landlord will be recoverable and satisfied solely out of the right, title, and interest of Landlord in the Premises (including the interest of Landlord under this Lease) and Tenant will have no right of lien or levy against any other property of Landlord, or any employees, agents, or representatives of Landlord,

nor will any other property or asset of Landlord be subject to levy, execution, or other enforcement proceedings for the collection of any sums or satisfaction of any judgment or award.

**ARTICLE 20**  
**Quiet Enjoyment**

20.1 Landlord covenants to Tenant that Landlord has the right and authority to enter into this Lease and that Tenant, by paying the rents and other amounts required to be paid by Tenant and observing and performing all other covenants and conditions on Tenant's part to be performed and observed, will quietly hold, occupy, and enjoy its interest in the Premises during the Term.

**ARTICLE 21**  
**Notices**

21.1 **Addresses.** Any notice required or referenced under this Lease must be in writing and delivered to the Parties at the following addresses:

(a) If given to Landlord:

Board of Supervisors of Fairfax County, Virginia  
Facilities Management Department  
Fairfax County Government Center Suite 424  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Attention: Leasing Department

with a copy to:

Office of the County Attorney  
Fairfax County Government Center Suite 549  
12000 Government Center Parkway  
Fairfax, Virginia 22035  
Attention: County Attorney

(b) If given to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Either party may change the addresses set forth in this provision upon 10 Business Days written notice to the other party. No such new address will take effect until such notice is given.

**21.2 Manner of Delivery of Notice.** Any notice required or referenced by this Lease must be served by registered or certified mail, postage prepaid, return receipt requested, by personal delivery, or by commercially recognized ground or air same day or overnight courier service. Every notice will be deemed to have been given on the date of receipt by the addressee. If any delivery is refused by the addressee, or a notice is not delivered because no notice of a change of the address was given by the receiving party, the date of receipt will be the date of refusal or attempted delivery. Whenever under this Lease a notice is required to be delivered on a day that is not a Business Day, the day of required delivery will automatically be extended to the next Business Day. Notices, demands, requests, and other communications given by a party's attorney and sent to the other party to this Lease as provided in this Article 21 will have the same effect as if given by a party to this Lease.

## **ARTICLE 22**

### **Holding Over**

**22.1** This Lease will terminate without further notice at the expiration or earlier termination of the Term. Any holding over by Tenant after the expiration or termination of the Term will not constitute a renewal or extension or give Tenant any rights in or to the Premises except as expressly provided in the Lease. Any holding over with the consent of Landlord (which may be withheld in its sole discretion) will be construed to be a tenancy from month to month, at 150% of the monthly fair rental value of the Premises during the period of holdover and will otherwise be on the terms and conditions specified in this Lease insofar as applicable.

## **ARTICLE 23**

### **No Partnership or Agency**

**23.1** Nothing contained in this Lease may be deemed or construed as creating a partnership, joint venture, or any other association between Landlord and Tenant, or cause Landlord or Tenant to be responsible in any way for the debts or obligations of the other, or render either party to this Lease the agent of the other, or empower either party to act for or bind the other, and no provision contained in this Lease nor any acts of the Parties may be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

## **ARTICLE 24**

### **Surrender of Premises**

**24.1** On the Lease Termination Date, Tenant will surrender and deliver the Premises, together with any Improvements then located thereon, in good, clean, orderly condition and repair (ordinary wear and tear excepted), and otherwise in compliance with the provisions of this Lease.

**ARTICLE 25**  
**Miscellaneous**

25.1 **No Third-Party Beneficiary.** Each and every provision of this Lease is intended to create rights and obligations enforceable only between Landlord and Tenant and their successors and assigns. Nothing in this Lease constitutes or may be construed as a contract for the benefit of a third party.

25.2 **No Broker.** With the exception of JLL, whose fees will be the sole responsibility of Landlord, Landlord and Tenant each represent and warrant to the other that this Lease has been negotiated without the aid or assistance of any party who is entitled to be paid a real estate commission or similar fee.

25.3 **Amendments.** The terms of this Lease may be amended or otherwise modified only by a written instrument duly executed by the Parties.

25.4 **Rules of Construction.**

(a) When a reference is made in this Lease to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Lease unless otherwise indicated.

(b) Whenever the words “include,” “includes,” or “including” are used in this Lease, they will be deemed to be followed by the words “without limitation.”

(c) The definitions contained in this Lease are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and neuter genders and non-genders of such terms. Whenever the context requires, any pronouns used in this Lease include the corresponding masculine, feminine, or non-gender forms.

25.5 **Severability.** If any provision of this Lease or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Lease will not be affected, and each provision of this Lease will be valid and will be enforced to the fullest extent permitted by law.

25.6 **Choice of Law.** This Lease and any dispute, controversy or proceeding arising out of or relating to this Lease (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.

25.7 **Venue.** All claims and litigation arising out of or related to this Lease must be brought and resolved in the courts of the Commonwealth of Virginia located in Landlord of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

25.8 **Waiver of Jury Trial.** Each party waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Lease.

25.9 **Headings.** The captions of this Lease are for reference only and do not describe the intent of this Lease or otherwise alter the terms of this Lease.

25.10 **Non-Waiver.** No waiver of any breach of this Lease will be deemed a waiver of any preceding or succeeding breach under this Lease or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

25.11 **Counterparts and Distribution.** This Lease may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

25.12 **Entire Agreement.** This Lease, together with the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the Parties. The terms of this Lease may be amended or modified only by a written instrument executed by the Parties.

25.13 **Appropriations.** Any terms of this Lease that would require the payment of money by Landlord are subject to appropriations by the Fairfax County Board of Supervisors. If appropriations are not made for any fiscal year, Landlord will not be obligated to make any payments beyond the amount appropriated.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

[Signatures on the following pages]

**LANDLORD:**

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

DrinkLocal LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### Identification of Premises and Surrounding Land

W-13 Lease Premises



Landlord's Abutting Land



## **EXHIBIT B**

### **LANDLORD'S WORKLETTER**

#### **Building Exterior**

- Existing Window Repairs & Restorations with new storm windows
- Existing Slate Roof and Slate Dormer Cladding Repairs
- Exterior Brick Tuckpointing
- Exterior Wood Fascia and Wood Trim Repairs

#### **Building Interior**

- New Painted Wall Finishes (gypsum board)
- Resurfaced/ Sealed Brick Wall Finish (Level 1 at east and west elevations)
- Patched and Painted Ceiling Finishes (Level 1)
- New Painted Ceiling Finishes (Level 2) (gypsum board)
- Existing Concrete Floor Finishes (Patched)
- Wood Door Repair, New Wood Doors, & New Hardware
- New interior Stair
- Structural repairs (new shear wall, existing steel beam retrofit, new 2<sup>nd</sup> floor wood columns and beams)
- Hazardous Materials Removal

#### **Mechanical, Electrical and Plumbing - (All elements are for potential use, reuse, or modification in a future tenant fit up as determined.)**

- Removal of existing MEP systems and replacement with new infrastructure for building shell space
- New electrical meters and Electric CT cabinets
- New electric baseboard heating
- New emergency lighting and general lighting for building shell space
- New power and data infrastructure
- Site electrical work (building security lighting, walkway illumination, and site sign lighting)
- New plumbing rough-ins for toilet rooms
- New fire suppression system and fire alarm system
- Space allocated in plans for mechanical and electrical tenant fit up requirements
- Utility meter/stub-ups: Water, Electricity, Natural Gas, & Cox Fiber

## **EXHIBIT C**

### **TENANT IMPROVEMENTS**

1. **Building:** Final interior design and fit-out by Tenant to accommodate approved retail use for food and beverage establishment.
2. **Plaza:** Tenant will have exclusive use of a 1,035 sf exterior brick dining plaza with furniture and related materials to operate for approved uses provided by Tenant.
3. **Floor:** Tenant will provide flooring on the first floor, over concrete slab prepared by Landlord. Tenant will provide finished flooring on the second floor, to cover Landlord provided plywood substrate. Any sub-flooring required to make Tenant's final finish work will be Tenant's responsibility. Tenant is required to make any interior building ADA accommodations.
4. **Lighting:** Tenant will be responsible for any lighting for the brick dining plaza and building over and above the emergency lighting by code general lighting for building shell space provided by the Landlord.
5. **Gas:** Existing 2" gas line is provided by the Landlord with final connection by Tenant.
6. **Water:** Landlord to provide a 6" waterline for Fire service and a 2" domestic water supply tap to one point within the Demised Premises. Additional interior water lines and connections from the tap to be provided by the Tenant.
7. **Waste/Sanitary:** Landlord to provide a 4" sanitary line for Tenant's final connection. Plumbing roughed- ins provided for toilet rooms, drinking fountains with final design and fixture installation by Tenant.
8. **Sprinkler:** Landlord shall supply sprinkler loop with up-turned sprinkler heads in compliance with code for unoccupied space. Tenant shall be responsible for final configuration and distribution to meet code requirements for Tenant's use and layout.
9. **Telephone:** Data outlets with empty conduits required by code are provided by the Landlord, with final wiring and connection by Tenant.
10. **HVAC:** Landlord will provide electric base board heaters to provide warm shell. Additional HVAC equipment will be installed by Tenant.

## **EXHIBIT D**

### **Tenant's Permitted Use**

The Premises are subject to a several land use approvals governing the use of the site. Governing approvals include:

- RZ/FDP 2003-MV-033, approved on July 26, 2004, to rezone the property from the R-C District to the PDC district
- PCA/FDPA 2003-MV-033, approved on August 3, 2009, to modify the previous 2004 RZ 2003-MV-033 approval.
- Minor Variation Request for PCA 2003-MV-033, approved on September 25, 2019, to add Craft Beverage Production Establishment and Small-Scale Production Establishment as permitted secondary uses under PCA 2003-MV-033.

Subject to the above-mentioned land use approvals for W-13, approved proffer restrictions, and all other applicable regulatory ordinances, the Tenant is permitted for the following uses on the Premises:

- Operation of a craft beverage and/or small-scale production establishment, subject to the proffer limitations regarding eating establishments
- Operation of an eating establishment subject to the following hourly operation restrictions:
  - Permitted hours of operation from 11:00 a.m. – 11:00 p.m. from Sunday through Thursday and 11:00 a.m. – 1:00 a.m. on Friday and Saturday.
  - There shall be no hourly restrictions on the use and occupancy of structures and facilities by staff/employees of the Tenant
- Any other permitted uses for W-13 that may be allowed under approved or subsequently approved through land use applications or determinations by Fairfax County and/or the Fairfax County Department of Planning and Development.

## **EXHIBIT E**

### **Landlord Services**

1. **Building:** Landlord will be responsible for maintenance of building exterior, roof, and fire safety systems.
2. **Plaza and Grounds:** Landlord will be responsible for maintenance of landscaping, sidewalks, and brick plaza for repairs. Tenant will have responsibility for general upkeep, cleaning, and snow removal in outdoor spaces on the Premises.
3. **Parking Lots:** Landlord will be responsible for restriping, repairs, and snow removal for surface parking areas. Snow removal priority status will be communicated to the Tenant to the Landlord annually, and with any change in service level status.
4. **Courtyard Area:** Landlord will be responsible for landscaping, snow removal, stormwater device maintenance, hardscape, and furnishings for the Courtyard area immediately adjacent to the Premises, as depicted in the Landlord's Abutting Land in Exhibit A.

**EXHIBIT F**

**Insurance**

Board Agenda Item  
December 6, 2022

4:30 p.m.

Public Hearing on Proposed Amendment to the Code of the County of Fairfax, Chapter 82, Article 2, to Add a New Section 82-2-9 (Photo Speed Monitoring Devices) Which Will Allow the FCPD to Conduct a School and Work Zone Speed Camera Pilot Program

ISSUE:

Public hearing on amendment to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic, Article 2, to add a new Section 82-2-9.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the proposed amendment to Chapter 82.

TIMING:

On November 1, 2022, the Board authorized a public hearing to consider this matter on December 6, 2022, at 4:30 p.m.

BACKGROUND:

Effective July 1, 2020, HB 1442, enacted into law as Code of Virginia [§ 46.2-882.1](#), authorized state and local law enforcement to operate photo speed monitoring devices in or around school crossing zones and highway work zones. In order to enact a speed monitoring device program in Fairfax County, Chapter 82, Article 2, should be amended to add a new Section 82-2-9 addressing the photo speed monitoring program. This amendment will permit the Fairfax County Police Department to conduct a pilot speed and work zone camera program. The purpose of this pilot is to evaluate the effectiveness of reducing speed in and around these areas which will increase the safety for our school students and in our highway work zones. Upon successful evaluation of the pilot program, the BOS will consider expansion of the program. This program will include a graduated fine structure based on vehicle speed.

The draft ordinance is included in Attachment 1.

EQUITY IMPACT:

None

Board Agenda Item  
December 6, 2022

FISCAL IMPACT:

Cost estimate for the pilot is \$200,000.

ENCLOSED DOCUMENTS:

Attachment 1- Proposed Amendment to Article 2 of Chapter 82 of the Fairfax County Code.

STAFF:

Thomas Arnold, Deputy County Executive  
Colonel Kevin Davis, Chief of Police

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

**AN ORDINANCE AMENDING  
ARTICLE 2 OF CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO  
THE USE OF PHOTO MONITORING DEVICES IN HIGHWAY WORK ZONES AND  
SCHOOL CROSSING ZONES**

**Draft of September 21, 2022**

**AN ORDINANCE** to amend the Fairfax County Code by adding a new section 82-2-9 relating to the use of photo monitoring devices in highway work zones and school crossing zones.

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

**1. That Section 82-2-9 is adopted as follows:**

**Chapter 82 – Motor Vehicles and Traffic.**

**Article 2. – Signs, Signals and Markers.**

**Section 82-2-9. Use of photo speed monitoring devices in highway work zones and school crossing zones; penalty.**

- (a) For purposes of this section, "highway work zone" has the same meaning ascribed to it in Code of Virginia, § 46.2-878.1. "Photo speed monitoring device" means equipment that uses radar or LIDAR-based speed detection and produces one or more photographs, microphotographs, videotapes, or other recorded images of vehicles. "School crossing zone" has the same meaning ascribed to it in Code of Virginia, § 46.2-873.
- (b) Pursuant to Va. Code § 46.2-882.1, the Fairfax County Police Department may install and operate photo speed monitoring devices, within the jurisdictional boundaries of the County, in school crossing zones for the purposes of recording violations of Va. Code § 46.2-873 and in highway work zones for the purposes of recording violations of Va. Code § 46.2-878.1.
- (c) The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to Va. Code § 46.2-882.1 if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least 10 miles per hour above the posted school crossing zone or highway work zone speed limit within such school crossing zone or highway work zone, while such zone is active. Such civil penalties will be imposed on a graduated basis: (i) for speeds at least 10 but not greater than 14 miles per hour above the posted speed limit, the civil penalty will be \$50.00; (ii) for speeds at least 15 but not greater than 19 miles per hour above the posted speed limit, the civil penalty will be \$75.00; (iii) for speeds at least 20 miles over the posted speed limit, the civil penalty will be \$100.00. Any prosecution will be instituted and conducted in the manner prescribed by Va. Code § 46.2-882.1. Civil penalties collected from a summons issued by a Fairfax County law-enforcement officer must be paid to Fairfax County.

1 (d) A private vendor may enter into an agreement with the County, on behalf of and through the  
2 Fairfax County Police Department, to be compensated for providing a photo speed  
3 monitoring device and all related support services, including consulting, operations and  
4 administration. Any such agreement for compensation shall be based on the value of the  
5 goods and services provided, not on the number of violations paid or monetary penalties  
6 imposed. Any private entity contracting with the County, on behalf of the Fairfax County  
7 Police Department, pursuant to this section will comply with all of the requirements set  
8 forth in Va. Code § 46.2-882.1.

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

13  
14 **3. That this Ordinance is effective upon adoption.**  
15

16  
17 GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
18

19 \_\_\_\_\_  
20 Clerk for the Board of Supervisors

Board Agenda Item  
December 6, 2022

4:30 p.m.

Public Hearing on Chapter 62 of the Code of the County of Fairfax, Proposed Amendments

ISSUE:

The Commonwealth of Virginia adopted the Virginia Statewide Fire Prevention Code (SFPC) which went into effect on July 1, 2021. Any local governing body may adopt regulations that are more restrictive or more extensive in scope than the SFPC within certain parameters. Chapter 62 of the Code of the County of Fairfax (attachment 1) are the local amendments to the SFPC.

RECOMMENDATION:

The County Executive recommends the approval of the amendments to Chapter 62.

TIMING:

On October 25, 2022, the Board authorized a public hearing to consider this matter on December 6, 2022.

BACKGROUND:

The 2018 Statewide Fire Protection Code (SFPC) provides safety regulations for activities, vehicles, and structures. The SFPC incorporates the 2018 International Fire Prevention Code (IFPC) and modifies provisions of that code for enforcement in Virginia. The Fairfax Fire Prevention Code, Chapter 62 of the Ordinance, may be more restrictive than the SFPC, however, Chapter 62 can never be less restrictive than the state regulation.

From time to time, Virginia adopts a new fire prevention code. In response, the Fire and Rescue Department reviews and updates Chapter 62 to ensure that both codes align. Additionally, the Fire Marshal can propose new regulations better tailored to meet the unique needs of Fairfax County.

Fees may be charged by both the local enforcing agencies and the State Fire Marshal's Office. To align with the County's adoption of the PLUS system in November, the Fire Marshal proposes recoding the current fee schedule. The amendments to that schedule can be found at Table 107.2.

Board Agenda Item  
December 6, 2022

A previous iteration of this Chapter 62 amendment deleted all three amendments to Section 501.3, which governs the designation and enforcement of fire lanes. This amendment deletes the first two exceptions and replaces them with highly similar provisions of the SFPC. This amendment proposes keeping the third exception so that, when and if the fire code official exercises his power to designate and enforce fire lanes on older private roads pursuant to Section 507.3, those subdivisions built before 1980 retain the option to seek a code modification pursuant to the 501.3 Exception (3) and Section 106.5.

Attached to this staff report is the full set of code revisions proposed by the Fire Marshal. Where a local regulation is being deleted, a reference follows providing the provision of the SFPC or the IFPC that would take effect if that regulation is deleted. These reference sections are not intended to be included in the codified version the Fairfax County Fire Prevention Code.

FISCAL IMPACT:

None.

CREATION OF POSITIONS:

There will be no new position(s) created.

ENCLOSED DOCUMENTS:

Attachment 1 – Chapter 62

STAFF:

Thomas Arnold, Deputy County Executive  
John Butler, Fire Chief, Fire and Rescue  
John Walser, Deputy Chief, Fire and Rescue

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

## CHAPTER 62. – Fire Protection

### Article 1. – In General

#### Section 62-1-1. – Penalty.

Any person, firm, or corporation who shall violate any of the Sections of this Chapter or any provisions of the Fire Prevention Code of Fairfax County adopted by Section 62-2-6 or shall fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall fail to comply with such an order within the time fixed therein shall separately for each and every such violation and noncompliance respectively, be guilty of a violation of this Chapter and the violation shall be deemed a Class 1 misdemeanor, and shall, upon conviction, be punishable by imprisonment not to exceed 12 months or by a fine not to exceed \$2,500.00 or both. Each day that a violation continues after a service of notice as provided for in this Code shall be deemed a separate offense.

#### Section 62-1-2. – Use of fire apparatus, equipment, etc., within Fairfax County.

- a. It shall be unlawful for any person to operate or cause to be operated, upon a public highway or street in the County, any vehicle or equipment used, intended to be used, or designed to be used for the purpose of fighting fires, unless such vehicle or equipment is owned by a recognized firefighting company of the County.
- b. For the purpose of this Section, a recognized ~~fire-fighting~~ firefighting company of the County shall be construed to mean one that has been recognized as such by resolution of the Board of Supervisors.
- c. This Section shall not apply to the operation of ~~fire-fighting~~ firefighting vehicles and equipment owned by any ~~fire-fighting~~ firefighting company outside of the County when such vehicle or equipment is traveling in or through the County for a parade or other non-firefighting purposes or in response to a call from the ~~County fire-alarm headquarters~~ Fairfax County Department of Public Safety Communications.

#### Section 62-1-3. – Damage or injury to fire department equipment or personnel.

It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage or deface any fire department vehicle at any time, or to injure, or attempt to injure, or conspire to injure fire department personnel while such personnel are in the performance of departmental duties.

#### Section 62-1-4. – Unlawful boarding or tampering with fire department vehicles.

It shall be unlawful for any person, without proper authorization from the fire department officer-in-charge of said vehicle, to cling to, attach himself to, climb upon or into, board, or swing upon any fire department vehicle, whether such vehicle is in motion or at rest, or to sound any warning device thereon, or to manipulate, tamper with or destroy, or attempt to manipulate, tamper with or destroy any lever, valve, switch, starting device, brake, pump, or any equipment, protective clothing, or tool on or a part of such fire department vehicle.

1  
2 **ARTICLE 2. – Fire Marshal**

3  
4 **Section 62-2-1. County Fire Marshal and Deputy Fire Marshal – Creation of office;**  
5 **appointment; powers and duties generally.**

6  
7 ~~The Office of County Fire Marshal~~ The Fairfax County Office of the Fire Marshal is  
8 hereby created. The County Executive shall appoint a County Fire Marshal whose powers and  
9 duties shall be as set forth in this Chapter. ~~He shall receive such annual salary as the Board of~~  
10 ~~Supervisors may allow.~~

11  
12 **Section 62-2-2. – Same – Tenure.**

13  
14 The County Fire Marshal shall not be appointed for a definite tenure but shall continue  
15 contingent upon and subject to the personnel rules of the County.

16  
17 **Section 62-2-3. Oaths of ~~fire~~ Fire marshal ~~Marshal~~ and ~~members of his staff~~**  
18 **Technical Assistants to the Fire Marshal.**

19  
20 The County Fire Marshal, Deputy County Fire Marshal, and ~~members of the fire~~  
21 ~~marshal's staff~~ Technical Assistants to the Fire Marshal, before entering upon their duties,  
22 shall, respectively, take an oath, before any officer authorized to administer oaths, faithfully to  
23 discharge the duties of their office.

24  
25 **Section 62-2-4. Investigation and notification of fires and injuries.**

- 26  
27 a. The Fire Marshal shall investigate or cause to be investigated, every fire or explosion  
28 occurring within the County that is of a suspicious nature, or which involves the loss of  
29 life, or causes injury to persons, or causes destruction of or damage to property. Such  
30 investigation shall be made at the time of the fire or at a subsequent time, depending  
31 on the nature and circumstances of the fire. The Fire Marshal shall take charge  
32 immediately of the physical evidence, and in order to preserve any physical evidence  
33 relating to the cause or origin of such fire or explosion, take means to prevent access  
34 by any person or persons to such building, structure, or premises until such evidence  
35 has been properly processed. ~~The County Police Department~~ appropriate police  
36 department, upon request of the County Fire Marshal, shall assist in the investigation,  
37 as needed. The results of any such investigation shall be forwarded by the Fire  
38 Marshal to the Commonwealth's Attorney for proper disposition.
- 39 b. A medical professional who is primarily responsible for the treatment of an individual  
40 for a burn injury described below shall, as soon as practicable, notify the Fairfax  
41 County Fire Marshal and the Department of Public Safety Communications. The  
42 treating physician or designee shall be responsible for giving the notice required by  
43 this section.
- 44

1. The provisions of this subsection apply to:
  - i. any burn injury from the result of direct flame contact causing 2nd degree burns (partial thickness) to 5 percent or more of the patient's body and all 3rd degree burns (full thickness), regardless of the percentage of burned area.
  - ii. all chemical burns regardless of severity.
  - iii. any upper respiratory burn injury requiring advanced airway intervention and/or support.
  - iv. any burn injury which causes death or
  - v. any burn injury which is likely to cause death.
2. The provisions of this section do not apply to sunburn.
3. Notice under this section shall include:
  - i. The name and address of the patient, if known.
  - ii. A description of the burn injury.
  - iii. The reported cause of the burn injury, if given.
  - iv. The patient's prognosis.
  - v. Any other fact concerning the burn injury which may assist in determining the origin and cause of the fire.

#### **Section 62-2-5. – Powers of arrest.**

The Fire Marshal and all members of the Fire Marshal's staff permitted under Title 27 of the Code of Virginia to do so shall have the same police powers as a regular member of the County Police Department in the investigation and prosecution of all offenses involving fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, possession and manufacture of explosive devices, substances, and fire bombs, storage, use, and transportation of hazardous materials and hazardous waste, environmental crimes, and other offenses involving the calling or summoning of fire or rescue equipment without just cause in violation of the Code of Virginia or the Code of the County of Fairfax, and other criminal or civil offenses arising out of or incidental to the investigation of the enumerated offenses.

#### **Section 62-2-6. Enforcement of the Virginia Statewide and Fairfax County Fire Prevention Codes.**

The County of Fairfax shall enforce the Virginia Statewide Fire Prevention Code promulgated by the Board of Housing and Community Development of the Commonwealth of Virginia pursuant to Section 27-98 of the Code of Virginia. The provisions of the Virginia Statewide Fire Prevention Code and the Fire Prevention Code of the County of Fairfax shall be enforced by the County Fire Marshal, and, under the authority of the Fire Marshal, by the Deputy County Fire Marshal and members of the Fire Marshal's staff, also herein referred to as the Office of the Fire Marshal, Fire Marshal's Office, the Fire Marshal, members of the Fire

1 Marshal's staff, the Fire Prevention Division, code official, fire code official, or the fire official.  
 2 The Fire Marshal, the Deputy Fire Marshal, and members of the Fire Marshal's staff shall  
 3 have all the powers of the local fire official and the local arson investigator and the local fire  
 4 marshal and their assistants set forth in Title 27 of the Code of Virginia, and all of the powers  
 5 of the fire official and the enforcing agency set forth in the Virginia Statewide Fire Prevention  
 6 Code and the Fire Prevention Code of the County of Fairfax.

7  
 8 **Section 62-2-7. – Fairfax County Fire Prevention Code.**

9  
 10 The regulations set forth herein shall be known as the Fire Prevention Code of the  
 11 County of Fairfax and shall be herein referred to as such or as this Code.

12  
 13 **Section 62-2-8. – Amendments, additions, deletions to the Virginia Statewide Fire**  
 14 **Prevention Code.**

15  
 16 The Virginia Statewide Fire Prevention Code is hereby amended and changed pursuant  
 17 to Section 27-97 of the Code of Virginia in the following respects:

18  
 19 ~~**106.1.1. Impersonation.** Add Subsection as follows: **106.1.1 Impersonation.** It shall~~  
 20 ~~be unlawful for any unauthorized person to use a badge, uniform, or any other credentials so~~  
 21 ~~as to gain access to any building, marine vessel, vehicle, or premises, or to otherwise falsely~~  
 22 ~~identify himself as the fire official or his designated representative.~~

23  
 24 **106.3.2 Inspection by others.** Add Subsection as follows: **106.3.2 Inspection by**  
 25 **others.** The Chief of the Fire Department may designate such other persons as they deem  
 26 necessary to make fire safety inspections. Such persons shall use the Virginia Statewide  
 27 Fire Prevention Code and this Code as the basis for such inspections.

28  
 29 ~~**106.5. Modifications.** Delete and substitute: **106.5 Modifications.** The fire official~~  
 30 ~~shall have the power to modify any provision or requirement of this Code, upon written~~  
 31 ~~application by the owner, lessee, occupant or their legal representative, when there is~~  
 32 ~~practical difficulty in meeting the strict letter of the Code. However, in all cases of~~  
 33 ~~modification, the spirit and intent of the Code shall be met to ensure the health, safety, and~~  
 34 ~~welfare of persons is protected.~~

35  
 36 **[FOR REFERENCE ONLY: To be replaced by Section 106.5 of the**  
 37 **Statewide Fire Protection Code, as follows:** 106.5 Modifications. The fire official  
 38 may grant modifications to any provision of the SFPC upon application by the owner or  
 39 the owner's agent provided the spirit and intent of the SFPC are observed and public  
 40 health, welfare, and safety are assured.

41  
 42 On review, this section expands the classes of persons that may apply for a  
 43 modification is less restrictive than the SFPC. The limitation to owner and owner's  
 44 agents also expressly tracks Section 106.3 of the Uniform Statewide Building Code.]

1       ~~106.8. Responsibility.~~ Add Subsection as follows: **106.8 Responsibility.** It  
2 shall be the responsibility of the fire department officer-in-charge, or his designee, to  
3 file with the Chief of the Fire Department, in such form as he shall prescribe, a report  
4 of every fire, explosion, or incident to which apparatus or equipment responds. Such  
5 reports shall be filed at such time and location prescribed by the Chief of the Fire  
6 Department.

7  
8       ~~106.9~~ **106.8. Summoning the Fire Marshal.** Add Subsection as follows:  
9 **106.9 Summoning the Fire Marshal.** The fire department officer-in-charge of any  
10 fire, explosion, or incident scene shall immediately summons the Fire Marshal to such  
11 scene to investigate the circumstances involved where such circumstances require  
12 investigation as outlined in Section 62-2-4 of this Code.

13  
14       ~~106.10~~ **106.9 Notification of fire department.** Add Subsection as follows: **106.10**  
15 **Notification of fire department.** In any building, when a fire or evidence of a fire is  
16 discovered, even though it has apparently been extinguished, it shall be immediately reported  
17 to the chief of the fire department, or his designee. This shall be the duty of the owner,  
18 manager, or person in control of such building at the time of discovery. This requirement shall  
19 not be construed to forbid the owner, manager, or person in control of said building from using  
20 all diligence necessary to extinguish such fire prior to the arrival of the fire department.

1  
2  
3

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
Section 1 - Detailed Operational Permit Requirements				
<u>1a</u>	<u>5101.2</u>	<del>Aerosol Products, Level 2 or 3: Store or Handle, an Aggregate Quantity in Excess of 500 Pounds Net Weight</del>	\$150	
<u>1</u>	<u>108.1.1</u>	<del>Aerosol Products, Level 2 or 3: Manufacture, Store, or Handle, an Aggregate Quantity in Excess of 500 Pounds Net Weight</del>	\$150	
<u>1b</u>	<u>5101.2</u>		\$150	
<u>2</u>	<u>108.1.1</u>	<del>Special Amusement Buildings</del>	\$150	
<u>3</u>	<u>108.1.1</u> <u>2001.3</u> <u>2301.2</u> <u>5301.2</u>	<del>Aviation Facilities (Group H or S Occupancies): Aircraft Servicing or Repair and Aircraft Fuel Servicing Vehicles</del>	\$150	
<u>4</u>	<u>108.1.1</u> <u>403.11.2</u> <u>403.11.3</u>	<del>Carnivals, Circuses, Fairs, and Festivals Outdoor Assembly 500 persons or more (except A or E use groups) Outdoor Assembly 1000 persons or more (30-Day Permit)</del>	\$150	
<u>5</u>	<u>108.1.1</u> <u>601.2</u>	<del>Battery Systems: Install Stationary Lead-Acid Battery Systems Having a Liquid Capacity of More Than 50 Gallons</del>	\$150	
<u>6a</u>	<u>108.1.1</u> <u>6501.2</u>	<del>Cellulose Nitrate (Pyroxylin Plastic): Assembly or Manufacturing of Articles Involving Any Amount</del>	\$150	
<u>76b</u>	<u>108.1.1</u> <u>6501.2</u>	<del>Cellulose Nitrate (Pyroxylin Plastic): Storage or Handling, More Than 25 Pounds</del>	\$150	
<u>87</u>	<u>108.1.1</u> <u>301.2</u>	<del>Cellulose Nitrate Film: Store, Handle, or Use <u>Store, Use, or Handle, in a Group A Occupancy</u></del>	\$150	
<u>98</u>	<u>108.1.1</u> <u>2201.2</u>	<del>Combustible Dust Producing Operations</del>	\$150	
<u>109</u>	<u>108.1.1</u> <u>5201.3</u>	<del>Combustible Fibers: Storage and Handling of Greater Than 100 Cubic Feet Exception: Agricultural Storage</del>	\$150	
<u>10a</u>	<u>5301.2</u> <u>5001.5</u> <u>5401.2</u>	<del>Compressed Gas - Corrosive: Store or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	\$150	
<u>11</u> <u>10b</u>	<u>108.1.1</u> <u>5301.2</u> <u>5001.5</u> <u>5401.2</u>	<del>Compressed Gas - Corrosive: Storage, Use, or Handling, <u>Store, Use, or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure</u> Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	\$150	
<u>11a</u>	<u>5301.2</u> <u>2301.2</u> <u>5001.5</u> <u>5501.2</u> <u>5801.2</u> <u>6101.2</u>	<del>Compressed Gas - Flammable: Store or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure including Hydrogen Gases stored in Metal Hydrides. Exceptions: -1. Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle -2. Cryogenic Fluids and Liquefied Petroleum Gases</del>	\$150	
<u>12</u> <u>11b</u>	<u>108.1.1</u> <u>5301.2</u> <u>2301.2</u> <u>5001.5</u> <u>5501.2</u> <u>5801.2</u> <u>6101.2</u>	<del>Compressed Gas - Flammable: Storage, Use, or Handling, <u>Store, Use, or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure including hydrogen gases stored in metal hydrides.</u> Exceptions: -1. Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle -2. Cryogenic Fluids and Liquefied Petroleum Gases</del>	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
12a	<del>5301.2</del> <del>5001.5</del> <del>6001.2</del>	<del>Compressed Gas - Toxic or Highly Toxic: Store or Handle, Any Amount</del>	<del>\$150</del>	
13 12b	<del>108.1.1</del> <del>5301.2</del> <del>5001.5</del> <del>6001.2</del>	<del>Compressed Gas - Toxic or Highly Toxic: Storage, Use, or Handling, Store, Use, or Handle, Any Amount</del>	<del>\$150</del>	
13a	<del>5301.2</del> <del>5001.5</del>	<del>Compressed Gas - Inert or Simple Asphyxiant: Store or Handle, in Excess of 6000 Cubic Feet at Normal Temperature and Pressure</del> <del>Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	<del>\$150</del>	
14 13b	<del>108.1.1</del> <del>5301.2</del> <del>5001.5</del>	<del>Compressed Gas - Inert or Simple Asphyxiant: Storage, Use, or Handling, Store, Use, or Handle, in Excess of 6000 Cubic Feet at Normal Temperature and Pressure</del> <del>Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	<del>\$150</del>	
14a	<del>5301.2</del> <del>5001.5</del> <del>6301.2</del>	<del>Compressed Gas - Oxidizing (Including Oxygen): Store or Handle, in Excess of 504 Cubic Feet at Normal Temperature and Pressure</del> <del>Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	<del>\$150</del>	
15 14b	<del>108.1.1</del> <del>5301.2</del> <del>5001.5</del> <del>6301.2</del>	<del>Compressed Gas - Oxidizing (Including Oxygen): Storage, Use, or Handling, Store, Use, or Handle, in Excess of 504 Cubic Feet at Normal Temperature and Pressure</del> <del>Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle</del>	<del>\$150</del>	
15a	<del>5301.2</del> <del>5001.5</del> <del>6401.2</del>	<del>Compressed Gas - Pyrophoric: Store or Handle, Any Amount</del>	<del>\$150</del>	
16 15b	<del>108.1.1</del> <del>5301.2</del> <del>5001.5</del> <del>6401.2</del>	<del>Compressed Gas - Pyrophoric: Storage, Use, and Handling of Store, Use, or Handle, Any Amount</del>	<del>\$150</del>	
16a	<del>5501.2</del> <del>2301.2</del> <del>5001.5</del> <del>5801.2</del>	<del>Cryogenic Fluids - Flammable: Store, Transport on Site, or Handle, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	<del>\$150</del>	
16b	<del>5501.2</del> <del>2301.2</del> <del>5001.5</del> <del>5801.2</del>	<del>Cryogenic Fluids - Flammable: Produce, Store, Transport on Site, Use, or Handle, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	<del>\$150</del>	
17 16c	<del>108.1.1</del> <del>5501.2</del> <del>2301.2</del> <del>5001.5</del> <del>5801.2</del>	<del>Cryogenic Fluids - Flammable: Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	<del>\$150</del>	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
17a	5501.2	<del>Cryogenic Fluids – Inert: Store, Transport on Site, or Handle, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
17b	5501.2	<del>Cryogenic Fluids – Inert: Produce, Store, Transport on Site, Use, or Handle, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
18 17c	108.1.1 5501.2	<del>Cryogenic Fluids – Inert: Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
18a	5501.2 5001.5 6301.2	<del>Cryogenic Fluids – Oxidizing (Includes Oxygen): Store, Transport on Site, or Handle, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
18b	5501.2 5001.5 6301.2	<del>Cryogenic Fluids – Oxidizing (Includes Oxygen): Produce, Store, Transport on Site, Use, or Handle, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
19 18c	108.1.1 5501.2 5001.5 6301.2	<del>Cryogenic Fluids – Oxidizing (Includes Oxygen): Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
19a	5501.2 5001.5	<del>Cryogenic Fluids – Physical or Health Hazard Not Otherwise Specified: Store, Transport on Site, or Handle, Any Amount Inside a Building or Any Amount Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	
19b	5501.2 5001.5	<del>Cryogenic Fluids – Physical or Health Hazard Not Otherwise Specified: Produce, Store, Transport on Site, Use, or Handle, Any Amount Inside a Building or Any Amount Outside a Building</del> <del>Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading</del>	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
20 19e	108.1.1 5501.2 5001.5	Cryogenic Fluids—Physical or Health Hazard Not Otherwise Specified: Produce, Store, Transport on Site, Use, Handle, or Dispense, Any Amount Inside a Building or Any Amount Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
21 20	108.1.1 901.3	Commercial Kitchen Operation Requiring a Type I Hood Exception: Assembly/Educational Occupancies Having a Fire Prevention Code Permit	\$150	
22 21	108.1.1 2101.2	Dry Cleaning—Any Type Plant Using Any Class of Solvent or Changing to a More Hazardous Cleaning Solvent Used in Existing Dry Cleaning Equipment	\$150	
23 22	108.1.1 5601.2	Explosives: Explosives Use, Each Site or Location (6 Month Permit)	\$180	
24 23	108.1.1 5601.2	Explosives: Transportation, Each Vehicle (6 Month Permit)	\$78	
25 24	108.1.1 5601.2	Explosives: Firm or Company License	\$150	
26 25	108.1.1 5601.2	Explosives: Storage and Display of Black Powder or Smokeless Propellant Indoors	\$150	
27 26	108.1.1 5601.2	Explosives: Approved Overnight Storage, Any Quantity (6 Month Permit)	\$600	
28 27	108.1.1 5601.2	Explosives: Laboratory Use (6 Month Permit)	\$150	
29 28	108.1.1 5601.2	Explosives: Temporary Storage, Any Quantity (1 day permit)	\$600	
29a	5701.4	Flammable Liquids—Class I: Store or Handle, in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building Exceptions: 1. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition 2. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days	\$150	
30 29b	108.1.1 5701.4	Flammable Liquids—Class I: Store, Handle, or Use Store, Use, or Handle, in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building Exceptions: 1. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition 2. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days	\$150	
30a	5701.4	Combustible Liquids—Class II or IIIA: Store or Handle, in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building Exception: Fuel Oil Used in Connection with Oil-burning Equipment	\$150	
31 30b	108.1.1 5701.4	Combustible Liquids—Class II or IIIA: Store, Handle, or Use Store, Use, or Handle, in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building Exception: Fuel Oil Used in Connection with Oil-burning Equipment	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
32	108.1.1			
31	5701.4	Flammable/Combustible Liquid Tank – Underground Storage Only	\$150	
33	108.1.1	Flammable/Combustible Liquid Tank – Underground Storage Utilizing Dispensing Equipment	\$150	
32	5701.4			
34	108.1.1	Flammable/Combustible Liquid Tank – Above-ground Storage Only	\$150	
33	5701.4			
35	108.1.1	Flammable/Combustible Liquid Tank – Above-ground Storage Utilizing Dispensing Equipment	\$150	
34	5701.4			
36	108.1.1	Flammable/Combustible Liquids: Bulk Storage Facility – in Excess of 100,000 Gallons	\$150	
35	5701.4			
37	108.1.1	Flammable/Combustible Liquid Tank – Installation, Above-ground or Below-ground Underground Tank (90-Day Permit)	\$150	
36	5701.4			
38	108.1.1	Flammable/Combustible Liquid Tank – Alter or Relocate an Existing Tank (90-Day Permit)	\$150	
37	5701.4			
39	108.1.1	Flammable/Combustible Liquid Tank – Place Temporarily Out of Service	\$150	
38	5701.4			
40	108.1.1	Flammable/Combustible Liquid Tank – Underground Abandonment (90-Day Permit)	\$150	
39	5701.4			
41	108.1.1	Flammable/Combustible Liquid Tank – Underground Removal (Commercial – 90-Day Permit)	\$150	
40	5701.4			
42	108.1.1	Flammable/Combustible Liquid Tank – Underground Removal (Residential – 90-Day Permit)	\$150	
41	5701.4			
43	108.1.1	Flammable/Combustible Liquid Tank – Above-ground Removal (Commercial – 90-Day Permit)	\$150	
42	5701.4			
43	5701.4	Flammable/Combustible Liquid Tank – Above-ground Removal (Residential – 90-Day Permit)	\$150	
44	108.1.1	Flammable/Combustible Liquid Tank – Install Product Lines/Dispensing Equipment (90-Day Permit)	\$150	
	5701.4			
45	108.1.1	Flammable/Combustible Liquids: Manufacture, Process, Blend, or Refine	\$300	
	5701.4			
46	108.1.1	Flammable/Combustible Liquid Tank: Change the Contents Stored to a Greater Hazard	\$150	
	5701.4			
47	108.1.1	Floor Finishing or Surfacing Exceeding 350 Square Feet Using Class I or Class II Liquids (30-Day Permit)	\$78	
	2701.3			
		Fruit- and/or Crop-Ripening Facility or Conduct a Fruit-ripening Process Using Ethylene Gas		
48	108.1.1	<u>COMMENTARY</u> 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
	2501.2			
49	108.1.1	Fumigation or Thermal Insecticidal Fogging or Maintaining a Room, Vault or Chamber in Which a Toxic or Flammable Fumigant is Used (15-Day Permit)	\$150	
	2601.2			
50a	5401.2	Corrosive Liquids: Store, Transport on Site, or Dispense, in Excess of 55 Gallons	\$150	
	5001.5			
50b	108.1.1	Corrosive Liquids: Store, Transport on Site, Dispense, Use, or Handle <u>Store, Transport on site, Use, Handle, or Dispense, in Excess of 55 Gallons</u>	\$150	
	5401.2			
51a	5001.5	Corrosive Solids: Store, Transport on Site, or Dispense, in Excess of 1000 Pounds	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
51b	108.1.1 5401.2 5001.5	<del>Corrosive Solids: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 1000 Pounds</del>	\$150	
52a	5901.2 5001.5	<del>Flammable Solids: Store, Transport on Site, or Dispense, in Excess of 100 Pounds</del>	\$150	
52b	108.1.1 5901.2 5001.5	<del>Flammable Solids: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 100 Pounds</del>	\$150	
53a	6001.2 5001.5	<del>Highly Toxic Liquids: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
53b	108.1.1 6001.2 5001.5	<del>Highly Toxic Liquids: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
54a	6001.2 5001.5	<del>Highly Toxic Solids: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
54b	108.1.1 6001.2 5001.5	<del>Highly Toxic Solids: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
55a	6301.2 5001.5	<del>Oxidizing Liquids, Class 4: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
55b	108.1.1 6301.2 5001.5	<del>Oxidizing Liquids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
56a	6301.2 5001.5	<del>Oxidizing Liquids, Class 3: Store, Transport on Site, or Dispense, in Excess of 1 Gallon</del>	\$150	
56b	108.1.1 6301.2 5001.5	<del>Oxidizing Liquids, Class 3: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 1 Gallon</del>	\$150	
57a	6301.2 5001.5	<del>Oxidizing Liquids, Class 2: Store, Transport on Site, or Dispense, in Excess of 10 Gallons</del>	\$150	
57b	108.1.1 6301.2 5001.5	<del>Oxidizing Liquids, Class 2: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 10 Gallons</del>	\$150	
58a	6301.2 5001.5	<del>Oxidizing Liquids, Class 1: Store, Transport on Site, or Dispense, in Excess of 55 Gallons</del>	\$150	
58b	108.1.1 6301.2 5001.5	<del>Oxidizing Liquids, Class 1: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 55 Gallons</del>	\$150	
59a	6301.2 5001.5	<del>Oxidizing Solids, Class 4: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
59b	108.1.1 6301.2 5001.5	<del>Oxidizing Solids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
60a	6301.2 5001.5	<del>Oxidizing Solids, Class 3: Store, Transport on Site, or Dispense, in Excess of 10 Pounds</del>	\$150	
60b	108.1.1 6301.2 5001.5	<del>Oxidizing Solids, Class 3: Store, Transport on Site, Dispense, Use, or Handle Store.</del> <del>Transport on site, Use, Handle, or Dispense, in Excess of 10 Pounds</del>	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
61a	<del>6301.2</del> <del>5001.5</del>	<del>Oxidizing Solids, Class 2: Store, Transport on Site, or Dispense, in Excess of 100 Pounds</del>	<del>\$150</del>	
64b	<del>108.1.1</del> <del>6301.2</del> <del>5001.5</del>	<del>Oxidizing Solids, Class 2: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 100 Pounds</del>	<del>\$150</del>	
62a	<del>6301.2</del> <del>5001.5</del>	<del>Oxidizing Solids, Class 1: Store, Transport on Site, or Dispense, in Excess of 500 Pounds</del>	<del>\$150</del>	
62b	<del>108.1.1</del> <del>6301.2</del> <del>5001.5</del>	<del>Oxidizing Solids, Class 1: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 500 Pounds</del>	<del>\$150</del>	
63a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class I: Store, Transport on Site, or Dispense, Any Amount</del>	<del>\$150</del>	
63b	<del>108.1.1</del> <del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class I: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	<del>\$150</del>	
64a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class II: Store, Transport on Site, or Dispense, Any Amount</del>	<del>\$150</del>	
64b	<del>108.1.1</del> <del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class II: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	<del>\$150</del>	
65a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class III: Store, Transport on Site, or Dispense, in Excess of 1 Gallon</del>	<del>\$150</del>	
65b	<del>108.1.1</del> <del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class III: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 1 Gallon</del>	<del>\$150</del>	
66a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class IV: Store, Transport on Site, or Dispense, in Excess of 2 Gallons</del>	<del>\$150</del>	
66b	<del>108.1.1</del> <del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Liquid, Class IV: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 2 Gallons</del>	<del>\$150</del>	
67a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Solid, Class I: Store, Transport on Site, or Dispense, Use, or Handle Any Amount</del>	<del>\$150</del>	
67b	<del>108.1.1</del> <del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Solid, Class I: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	<del>\$150</del>	
68a	<del>6201.2</del> <del>5001.5</del> <del>5601.2</del>	<del>Organic Peroxides, Solid, Class II: Store, Transport on Site, or Dispense, Any Amount</del>	<del>\$150</del>	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
68b	108.1.1	<del>Organic Peroxides, Solid, Class II: Store, Transport on Site, Dispense, Use, or Handle</del> <del>Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
	6201.2			
	5001.5			
	5601.2			
69a	6201.2	<del>Organic Peroxides, Solid, Class III: Store, Transport on Site, or Dispense, in Excess of 10 Pounds</del>	\$150	
	5001.5			
	5601.2			
69b	108.1.1	<del>Organic Peroxides, Solid, Class III: Store, Transport on Site, Dispense, Use, or Handle</del> <del>Store, Transport on site, Use, Handle, or Dispense, in Excess of 10 Pounds</del>	\$150	
	6201.2			
	5001.5			
	5601.2			
70a	6201.2	<del>Organic Peroxides, Solid, Class IV: Store, Transport on Site, or Dispense, in Excess of 20 Pounds</del>	\$150	
	5001.5			
	5601.2			
70b	108.1.1	<del>Organic Peroxides, Solid, Class IV: Store, Transport on Site, Dispense, Use, or Handle</del> <del>Store, Transport on site, Use, Handle, or Dispense, in Excess of 20 Pounds</del>	\$150	
	6201.2			
	5001.5			
	5601.2			
71a	6401.2	<del>Pyrophoric Material, Liquid: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
	5001.5			
71b	108.1.1	<del>Pyrophoric Material, Liquid: Store, Transport on Site, Dispense, Use, or Handle</del> <del>Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
	6401.2			
	5001.5			
72a	6401.2	<del>Pyrophoric Material, Solid: Store, Transport on Site, or Dispense, Any Amount</del>	\$150	
	5001.5			
72b	108.1.1	<del>Pyrophoric Material, Solid: Store, Transport on Site, Dispense, Use, or Handle</del> <del>Store, Transport on site, Use, Handle, or Dispense, Any Amount</del>	\$150	
	6401.2			
	5001.5			
73	108.1.1	<del>Hazardous Production Facilities (HPM): Store, Handle, or Use</del> <del>Store, Use, or Handle, Hazardous Production Materials</del>	\$150	
	5001.5			
74	108.1.1	<del>High Piled Storage: Use a Building or a Portion Thereof as a High-piled Storage Area Exceeding 500 Square Feet.</del>	\$150	
	3201.2			
	301.2			
	5001.5			
	5101.2			
	5201.2			
	5701.2			
75a	108.1.1	<del>Hot Work and Welding: Public Exhibitions and Demonstrations (Each Exhibitor/Demo. – 10 Day Permit)</del>	\$78	
	3501.2			
	5301.2			
76 75b	108.1.1	<del>Hot Work and Welding: Small Scale Hot Work</del>	\$150	
	3501.2			
	5301.2			
77 75c	108.1.1	<del>Hot Work and Welding: Fixed-Site Hot Work Equipment (Example: Welding Booth)</del>	\$150	
	3501.2			
	2001.3			
	5301.2			

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
78 75d	108.1.1 3501.2 2001.3 5301.2	Hot Work and Welding: Cutting or Welding, All Locations	\$150	
79 75e	108.1.1 3501.2 5301.2	Hot Work and Welding: Open Flame Device Roofing Operation (Each Site/Location - 90 Day Permit)	\$150	
80 75f	108.1.1 3501.2 2001.3 5301.2	Hot Work and Welding: Torch or Open Flame Operations other than Roofing (Each Site/Location - 30 Day permit)	\$78	
81 76	108.1.1 3001.2	Industrial Ovens	\$150	
82 77	108.1.1 2801.2	Lumber Yards and Woodworking Plants: Storage or Processing of Lumber Exceeding 100,000 Board Feet	\$150	
83 78	108.1.1 301.2	<del>Electric, Liquid or Gas-Fueled Vehicles: Display Inside Any Building (Each Event - 6 Month Permit)</del> <b>COMMENTARY</b> 2012 edition: Added "electric" to conform to the proposed change to the code section.	\$150	
84 79a	108.1.1 6101.2 5301.2	LP-Gas: Storage and/or Use Inside Any Structure Exception: One and two family detached single family dwellings and townhouses	\$150	
79b	6101.2 5301.2	LP-Gas: Storage Outside and Use Inside Any Structure Exception: One and two family detached single family dwellings and townhouses <b>COMMENTARY</b> 2012 edition: Added permit to address situations that do not exactly fit into existing permits	\$150	
85 79c	108.1.1 6101.2 5301.2	LP-Gas: Storage and/or Use Outside, Portable Installation, per Event, more than 10 gallons aggregate (30 day permit)	\$78	
86 79d	108.1.1 6101.2 5301.2	LP-Gas: Permanent Storage and/or Use Outside, per Year, more than 10 gallons aggregate Exception: One and two family detached single family dwellings and townhouses	\$150	
87 79e	108.1.1 6101.2 5301.2	LP-Gas: Dispensing and Cylinder Refill Location	\$150	
88 79f	108.1.1 6101.2 5301.2	LP-Gas: Retail Cylinder Exchange Location	\$150	
89 80	108.1.1 301.2 2001.3	Combustible Storage: Storage Inside Any Building or Upon Any Premises - in Excess of 2500 Cubic Feet	\$150	
90 81a	108.1.1 301.2	Open Burning: Bonfire (10 Day Permit)	\$150	
91 81b	108.1.1 301.2	Open Burning: Silvicultural / Controlled Burning (90 Day Permit)	\$150	
92 82a	108.1.1 301.2	Open Flame and/or Candles: Public Meetings/Gatherings in A and E Use Groups (Each Event)	\$78	

<u>Line</u> <u>Code</u> <u>#</u> <u>Reference</u>		<b>Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS</b>	<b>Flat Fee</b>	<b>Hourly Fee</b>
93 82b	108.1.1 301.2	Open Flame and/or Candles: Restaurants and Drinking Establishments, Assembly and Dining Areas <del>Assembly areas, Dining areas of Restaurants or Drinking establishments</del> <b>COMMENTARY</b> 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
94 83	108.1.1 2901.2	Organic Coatings: Manufacturing Operation Producing More Than 1 Gallon in One Day	\$150	
95 84	108.1.1 401.2.1	Place of Assembly/Education – Occupant Load 50 or Greater	\$150	
96 85a	108.1.1 5601.2 5605.1.1 5001.5	Pyrotechnics and Fireworks: Retail Sales of Permissible Fireworks – Any Amount (45 Day Permit)	\$720	
97 85b	108.1.1 5601.2 5605.1.1 5001.5	Pyrotechnics and Fireworks: Wholesale of Permissible Fireworks – Any Amount (45 Day Permit)	\$720	
98 85c	108.1.1 5601.2 5605.1.1 5001.5	Pyrotechnics and Fireworks: Outdoor Fireworks Display (Aerial/Proximate Audience) (One Day Permit)	\$480	
99 85d	108.1.1 5601.2 5605.1.1 5001.5	Pyrotechnics and Fireworks: Indoor Pyrotechnic Display and Special Effects (One Day Permit)	\$480	
100 86	108.1.1 601.2	Refrigeration Equipment and Systems Having a Refrigerant Circuit Containing More Than 220 Pounds of Group A1 or 30 Pounds of any other Group Refrigerant	\$150	
101 87a	108.1.1 2301.2	Repair Garages and Service Stations: Automotive Repair Garage Only	\$150	
102 87b	108.1.1 2301.2	Repair Garages and Service Stations: Automotive Service Station Only	\$150	
103 87c	108.1.1 2301.2 5301.2	Repair Garages and Service Stations: Automotive Repair Garage and Service Station	\$150	
104 87d	108.1.1 2301.2 5301.2 6101.2	Repair Garages and Service Stations: LP-Gas Motor Vehicle Fuel-Dispensing	\$150	
105 87e	108.1.1 2301.2 5301.2	Repair Garages and Service Stations: Compressed Natural Gas Motor Vehicle Fuel-Dispensing	\$150	
106 87f	108.1.1 2301.2 5301.2 5501.2 5801.2	Repair Garages and Service Stations: Hydrogen Motor Fuel Dispensing and Generation Station	\$150	
107 87g	108.1.1 2301.2	Repair Garages and Service Stations: Marine and Watercraft Service Station	\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourly Fee</i>
108 87h	108.1.1 2301.2	Repair Garages and Service Stations: Unattended Vehicle Service Station	\$150	
109 88	108.1.1 2001.3	Rooftop Heliports	\$150	
89	601.2	Solar Photovoltaic Systems COMMENTARY 2012 edition: This is a new permit required by the VSFPC	\$150	
110 90a	108.1.1 2401.3	Spraying or Dipping Operations: Flammable/Combustible Liquid Spray Finishing Operation	\$150	
111 90b	108.1.1 2401.3	Spraying or Dipping Operations: Flammable/Combustible Liquid Dip-Tank Operation	\$150	
112 90c	108.1.1 2401.3	Spraying or Dipping Operations: Application of Combustible Powders/Spray/Fluidized	\$150	
113 90d	108.1.1 2401.3	Spraying or Dipping Operations: Dual-Component Coatings With Organic Peroxides <del>Organic Peroxides and Dual-component coatings</del> COMMENTARY 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
114 91	108.1.1 5001.5	Swimming Pool Chemical Dispensing Operation	\$150	
115 92	108.1.1 3103.2	Temporary Membrane Structures and Tents (6 Month Permit) Exceptions: 1. Tents used Exclusively for Recreational Camping Purposes 2. Tents and Air-supported Structures that Cover an Area of 900 Square Feet or Less, Including all Connecting Areas or Spaces with a Common Means of Egress and with an Occupant Load of less than 50 Persons	\$150	
116 93	108.1.1 3401.2	Tire Rebuilding Plants	\$150	
117 94	108.1.1 3401.2	Tire Storage: Establish, Conduct, or Maintain Storage of Scrap Tires and Tire Byproducts that Exceeds 2500 Cubic Feet of Total Volume of Scrap Tires and for Indoor Storage of Tires and Tire Byproducts	\$150	
95a	6001.2	Toxic Materials Liquids <del>Store, Transport on Site, or Dispense in Excess of 10 Gallons</del>	\$150	
118 95b	108.1.1 6001.2	Toxic Materials Liquids <del>Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons</del>	\$150	
96a	6001.2	Toxic Materials Solids <del>Store, Transport on Site, or Dispense in Excess of 100 Pounds</del>	\$150	
119 96b	108.1.1 6001.2	Toxic Materials Solids <del>Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds</del>	\$150	
97a	6601.2	Unstable (Reactive) Materials: Liquids, Class 1 <del>Store, Transport on Site, or Dispense in Excess of 10 Gallons</del>	\$150	
120 97b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 1 <del>Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons</del>	\$150	
98a	6601.2	Unstable (Reactive) Materials: Liquids, Class 2 <del>Store, Transport on Site, or Dispense in Excess of 5 Gallons</del>	\$150	
121 98b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 2 <del>Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons</del>	\$150	
99a	6601.2	Unstable (Reactive) Materials: Liquids, Class 3 <del>Store, Transport on Site, or Dispense Any Amount</del>	\$150	

<b>Line Code</b>		<b>Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS</b>		<b>Flat Fee</b>	<b>Hourly Fee</b>
<b># Reference</b>					
<u>122</u> <u>99b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Liquids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>100a</u>	<u>6601.2</u>	Unstable (Reactive) Materials: Liquids, Class 4—Store, Transport on Site, or Dispense Any Amount		\$150	
<u>123</u> <u>100b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Liquids, Class 4—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>101a</u>	<u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 1—Store, Transport on Site, or Dispense in Excess of 100 Pounds		\$150	
<u>124</u> <u>101b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 1—Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds		\$150	
<u>102a</u>	<u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 2—Store, Transport on Site, or Dispense in Excess of 50 Pounds		\$150	
<u>125</u> <u>102b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 2—Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds		\$150	
<u>103a</u>	<u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 3—Store, Transport on Site, or Dispense Any Amount		\$150	
<u>126</u> <u>103b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>104a</u>	<u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 4—Store, Transport on Site, or Dispense Any Amount		\$150	
<u>127</u> <u>104b</u>	<u>108.1.1</u> <u>6601.2</u>	Unstable (Reactive) Materials: Solids, Class 4—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>105a</u>	<u>6701.2</u>	Water-reactive Materials: Liquids, Class 1—Store, Transport on Site, or Dispense in Excess of 55 Gallons		\$150	
<u>128</u> <u>105b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Liquids, Class 1—Store, Transport on Site, Dispense, Use, or Handle in Excess of 55 Gallons		\$150	
<u>106a</u>	<u>6701.2</u>	Water-reactive Materials: Liquids, Class 2—Store, Transport on Site, or Dispense in Excess of 5 Gallons		\$150	
<u>129</u> <u>106b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Liquids, Class 2—Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons		\$150	
<u>107a</u>	<u>6701.2</u>	Water-reactive Materials: Liquids, Class 3—Store, Transport on Site, or Dispense Any Amount		\$150	
<u>130</u> <u>107b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Liquids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>108a</u>	<u>6701.2</u>	Water-reactive Materials: Solids, Class 1—Store, Transport on Site, or Dispense in Excess of 500 Pounds		\$150	
<u>131</u> <u>108b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Solids, Class 1—Store, Transport on Site, Dispense, Use, or Handle in Excess of 500 Pounds		\$150	
<u>109a</u>	<u>6701.2</u>	Water-reactive Materials: Solids, Class 2—Store, Transport on Site, or Dispense in Excess of 50 Pounds		\$150	
<u>132</u> <u>109b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Solids, Class 2—Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds		\$150	
<u>110a</u>	<u>6701.2</u>	Water-reactive Materials: Solids, Class 3—Store, Transport on Site, or Dispense Any Amount		\$150	
<u>133</u> <u>110b</u>	<u>108.1.1</u> <u>6701.2</u>	Water-reactive Materials: Solids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount		\$150	
<u>134</u> <u>111a</u>	<u>108.1.1</u> <u>5201.3</u>	Waste Handling: Wrecking Yard or Junk Yard		\$150	

<u>Line Code</u> <u>#</u> <u>Reference</u>	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS			<i>Flat Fee</i>	<i>Hourly Fee</i>
<del>135</del> <del>141b</del>	<del>108.1.1</del> <del>5201.3</del>	<del>Waste Handling: Waste Material Handling Facility</del>			<del>\$150</del>
<del>136</del> <del>142</del>	<del>108.1.1</del> <del>2801.2</del>	<del>Wood Products: Storage of Chips, Hogged Material, Lumber, or Plywood in Excess of 200 Cubic Feet</del>			<del>\$150</del>
<del>113</del>	<del>5901.2</del>	<del>Magnesium: Melt, Cast, Heat treat or Grind more than 10 pounds</del> <del>COMMENTARY</del> <del>2012 edition: Added permit to keep in agreement with VSEPC 2012</del>			<del>\$150</del>

Table 107.2. Delete and Substitute as follows: Table 107.2. Duration of permit is 365 days, unless otherwise noted. Amended as follows:

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
Section 1 - Detailed Operational Permit Requirements. Note: All permit fees are per line item that applies				
1	5101.2	<b>Aerosol Products, Level 2 or 3.</b> An operational permit is required to manufacture, store or handle, an aggregate quantity in excess of 500 pounds net weight.	\$150	
2	107.2	<b>Amusement Buildings: Permanent.</b> An operational permit is required to operate a special amusement building.	\$150	
3	107.2 403.12.2	<b>Amusement Buildings: Temporary or Mobile.</b> An operational permit is required to operate a special amusement building, (e.g., Haunted House). (60-day permit)	\$150	
4	2001.3	<b>Aviation Facilities.</b> An operational permit is required to use a Group H or Group S Occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles. Additional permits required by other sections of this code include, but are not limited to, hot work, hazardous materials and flammable or combustible finishes.	\$150	
5	107.2	<b>Assembly, Indoor (to include Exhibits and Trade Shows).</b> An operational permit is required to operate exhibits and trade shows. Permit is valid for up to 30 days, but not past event date.	\$150	
6	107.2 403.12.2 403.12.3	<b>Assembly, Outdoor (to include Carnivals, Circuses, Fairs, and Festivals).</b> An operational permit is required to conduct an outdoor gathering of 500 persons or more, at one time. Permit is valid for up to 30 days, but not past event date.	\$150	
7	107.2	<b>Assembly, Place of or Education – Occupant Load 50 or Greater</b>	\$150	
8	<u>1206.2</u>	<b>Battery Systems, Stationary Storage</b> <b>An operational permit is required for the operation of stationary storage battery systems regulated by Chapter 12.</b>	<b>\$150</b>	
9	301.2	<b>Cellulose Nitrate Film:</b> An operational permit is required to store, handle, or use cellulose nitrate film in a Group A Occupancy.	\$150	
10	2201.2	<b>Combustible Dust-Producing Operations.</b> An operational permit is required is required to operate a grain elevator, flour starch mill feed mill, or a plant pulverizing aluminum coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$150	
11	107.2	<b>Combustible Fibers.</b> An operational permit is required for the storage and handling of combustible fibers in quantities greater than 100 Cubic Feet. <b>Exception:</b> An operational permit is not required for agricultural storage.	\$150	

Line #	Code Reference	Table 107.2	Flat Fee	Hourly Fee
		FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS		
12	609.3	<b>Commercial Kitchen Operation Requiring a Type I Hood.</b> An operational permit is required for the operation of a commercial kitchen requiring a Type I hood. <b>Exceptions:</b> 1. Assembly (Group A) or Educational (Group E) Occupancies having a Fire Prevention Code Permit (FPCP). 2. Mobile food preparation vehicles.	\$150	
13	5301.2 5001.5 5401.2	<b>Compressed Gas: Corrosive.</b> An operational permit is required for the storage, use, or handling of corrosive gas in excess of 200 cubic feet at normal temperature and pressure (NTP). <b>Exception:</b> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$150	
14	5301.2 5801.2 5001.5	<b>Compressed Gas: Flammable.</b> An operational permit is required for the storage, use, or handling of flammable gas in excess of 200 cubic feet at normal temperature and pressure (NTP). <b>Exceptions:</b> 1. Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle, 2. cryogenic fluids; and 3. liquified petroleum gases.	\$150	
15	5301.2 6001.2 5001.5	<b>Compressed Gas: Toxic or Highly Toxic.</b> An operational permit is required for the storage, use, or handling of any toxic or highly toxic gas in any amount.	\$150	
16	5301.2 5001.5	<b>Compressed Gas: Inert or Simple Asphyxiant.</b> An operational permit is required for the storage, use, or handling of inert or simple asphyxiant gas in excess of 6,000 cubic feet at normal temperature and pressure (NTP). <b>Exception:</b> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$150	
17	5301.2 6301.2 5001.5	<b>Compressed Gas: Oxidizing (including Oxygen).</b> An operational permit is required for the storage, use, or handling of oxidizing gas in excess of 504 cubic feet at normal temperature and pressure (NTP). <b>Exception:</b> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$150	
18	5301.2 6401.2 5001.5	<b>Compressed Gas: Pyrophoric.</b> An operational permit is required for the storage, use, or handling of pyrophoric gas in any amount.	\$150	
19	107.2	<b>Covered and open mall buildings.</b> An operational permit is required for: 1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. 2. The display of liquid-fired or gas-fired equipment or vehicles in the mall. 3. The use of open-flame or flame-producing equipment in the mall.	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS			Flat Fee	Hourly Fee
20	5501.2 2301.2 5001.5 5801.2	<b>Cryogenic Fluids.</b> An operational permit is required to produce, store, transport onsite, use, handle or dispense cryogenic fluids in excess of the amounts listed below.				
		<b>Exception:</b> Vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.				
		<b>Type of Cryogenic Fluid</b>	<b>Inside Building (gallons)</b>	<b>Outside Building (gallons)</b>		
		Flammable	More than 1	60.....	\$150	
		Inert	60	500.....	\$150	
		Oxidizing (Includes oxygen)	10	50.....	\$150	
		Physical or health hazard not indicated above	Any amount	Any amount.....	\$150	
21	2101.2	<b>Dry Cleaning Plants.</b> An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.			\$150	
22	601.2	<b>Electrified Security Fence</b>			<b>\$150</b>	
23	5601.2	<b>Explosives:</b> Explosives Use, Each Site or Location (6 Month Permit).			\$180	
24	5601.2	<b>Explosives:</b> Firm or Company License.			\$150	
25	5601.2	<b>Explosives:</b> Storage and Display of Black Powder or Smokeless Propellant Indoors <b>Exception:</b> Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder, and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, Exceptions 4 and 12.			\$150	
26	5601.2	<b>Explosives:</b> Laboratory Use (6 Month Permit).			\$150	
27	3308.2	<b>Fire Prevention Program Manager: A permit is required for the Fire Prevention Program Manager designated by the owner for safeguarding construction, alteration, and demolition operations.</b> <b>Exception: Building less than 5 stories above average grade plane and less than 50,000 square feet in size.</b>			<b>\$0</b>	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
28	5701.4	<p><b>Flammable and combustible liquids.</b> An operational permit is required:</p> <ol style="list-style-type: none"> <li>To use or operation of a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the offsite transportation in pipelines regulated by the U.S. Department of Transportation (DOT), nor does it apply to piping systems.</li> <li><b>Class I:</b> Store, Handle, or Use in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building.  <b>Exceptions:</b> <ol style="list-style-type: none"> <li>Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition.</li> <li>Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days.</li> </ol> </li> <li><b>Class II or IIIA:</b> Store, Handle or Use in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building, except for Fuel oil used in conjunction with oil burning equipment.</li> <li>To remove Class I or Class II liquids from an underground storage tank used for fuel fueling motor vehicles by any means other than the approved, stationary, on-site pumps normally used for dispensing purposes</li> <li>To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.</li> <li>To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.</li> </ol>	<p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p>	
29	5701.4	<p><b>Flammable/Combustible Liquid Tank.</b> An operational permit is required for the following:</p> <ol style="list-style-type: none"> <li>Underground Storage, with or without dispensing equipment.....</li> <li>Above-ground Storage, with or without dispensing equipment.....</li> <li>Bulk Storage Facility – in Excess of 100,000 Gallons.....</li> <li>Installation, Above ground or Underground Tank (90 Day Permit).....</li> <li>Alter or Relocate an Existing Tank (90 Day Permit).....</li> <li>Place Temporarily Out of Service.....</li> <li>Underground Abandonment (90 Day Permit).....</li> <li>Underground Removal (Commercial - 90 Day Permit).....</li> <li>Underground Removal (Residential - 90 Day Permit).....</li> <li>Above-ground Removal (Commercial - 90 Day Permit).....</li> <li>Above-ground Removal (Residential - 90 Day Permit).....</li> <li>Install Product Lines/Dispensing Equipment (90 Day Permit).....</li> <li>Manufacture, Process, Blend, or Refine.....</li> </ol> <p><b>Note:</b> Installation permits are based on the fee Table in Appendix Q of Chapter 61 of the Code of the County of Fairfax.</p>	<p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p> <p>\$150</p>	
30	2401.3	<b>Floor finishing:</b> An operational permit is required for floor finishing or surfacing exceeding 350 square feet using class I or class II liquids (30-day permit).	\$78	
31	2501.2	<b>Fruit or crop-ripening:</b> An operational permit is required to operate a fruit or crop ripening facility or conduct a fruit-ripening process using ethylene gas.	\$150	

Line #		Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
32	2601.2	<b>Fumigation, thermal insecticidal and fogging:</b> An operational permit is required to operate a business of fumigation, thermal or insecticidal fogging and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used. (15-day permit).		\$150	
33	5001.5	<b>Hazardous Materials.</b> An operational permit is required to store, transport on site , dispense, use or handle hazardous materials in excess of the amounts shown below:			
34		<b>Combustible Liquids:</b> refer to flammable and combustible liquids			
35		<b>Corrosive Gases:</b> refer to Compressed Gases			
36	5401.2	<b>Corrosive Liquids:</b> greater than 55 Gallons		\$150	
37	5401.2	<b>Corrosive Solids:</b> greater than 1000 Pounds		\$150	
38		<b>Explosives:</b> refer to Explosive Materials			
39		<b>Flammable Gasses:</b> refer to Compressed Gases			
40		<b>Flammable Liquids:</b> refer to Flammable and Combustible Liquids			
41	5901.2	<b>Flammable Solids:</b> greater than 100 Pounds		\$150	
42		<b>Highly Toxic Gases:</b> refer to Compressed Gases			
43	6001.2	<b>Highly Toxic Liquids:</b> any amount		\$150	
44	6001.2	<b>Highly Toxic Solids:</b> any amount		\$150	
45		<b>Oxidizing Gases:</b> refer to Compressed Gases			
46	6301.2	<b>Oxidizing Liquids:</b>			
		a. Class 4: any amount.....	\$150		
		b. Class 3: greater than 1 gallon.....	\$150		
		c. Class 2: greater than 10 gallons.....	\$150		
47	6301.2	<b>Oxidizing Solids:</b>			
		a. Class 4: any amount.....	\$150		
		b. Class 3: greater than 10 pounds.....	\$150		
		c. Class 2: greater than 100 pounds.....	\$150		
48	6201.2	<b>Organic Peroxides, Liquid</b>			
		a. Class I: any amount.....	\$150		
		b. Class II: any amount.....	\$150		
		c. Class III: greater than 1 gallon.....	\$150		
49	6201.2	<b>Organic Peroxides, Solids:</b>			
		a. Class I: any amount.....	\$150		
		b. Class II: any amount.....	\$150		
		c. Class III: greater than 10 pounds.....	\$150		
50	6401.2	<b>Pyrophoric Material:</b>			
		a. Gas: any amount.....	\$150		
		b. Liquid: any amount.....	\$150		
		c. Solid: any amount .....	\$150		

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
51	6001.2	<b>Toxic Materials:</b> a. Gases: refer to compressed gases..... b. Liquids: 10 gallons..... c. Solids: 100 pounds.....	\$150 \$150 \$150	
52	6601.2	<b>Unstable (Reactive) Materials:</b> Liquids: a. Class 1: greater than 10 gallons..... b. Class 2: greater than 5 gallons..... c. Class 3: any amount..... d. Class 4: any amount.....  Solids: a. Class 1: greater than 100 pounds..... b. Class 2: greater than 50 pounds..... c. Class 3: any amount..... d. Class 4: any amount.....	\$150 \$150 \$150 \$150  \$150 \$150 \$150 \$150	
53	6701.2	Water-reactive Materials: Liquids: a. Class 1: greater than 55 gallons..... b. Class 2: greater than 5 gallons..... c. Class 3: greater than any amount.....  Solids: a. Class 1: greater than 500 pounds..... b. Class 2: greater than 50 pounds..... c. Class 3: any amount.....	\$150 \$150 \$150  \$150 \$150 \$150	
54	5001.5	<b>Hazardous Production Facilities (HPM):</b> An operational permit is required to store, handle or use hazardous production materials.	\$150	
55	3201.2	<b>High Piled Storage.</b> An operational permit is required to use a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$150	
56	3501.2	<b>Hot Work and Welding:</b> Public Exhibitions and Demonstrations (Each Exhibitor/Demo – 10 Day Permit)	\$78	
57	3501.2	<b>Hot Work and Welding:</b> An operational permit is required for: a. Small Scale Hot Work ..... b. Fixed-Site Hot Work Equipment (Example: Welding Booth)..... c. Cutting or Welding, All Locations..... d. Open Flame Device Roofing Operation, <b>to include Rubberized Asphalt Melter Operations</b> (Each Site/Location – 90 Day permit)..... e. Torch or Open-Flame Operations other than Roofing (Each Site/Location – 30 Day permit).....	\$150 \$150 \$150 \$150 \$78	
58	3001.2	<b>Industrial Ovens:</b> An operational permit is required for operation of industrial ovens regulated by Chapter 30.	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
59	2801.2	<b>Lumber Yards and Agro-Industrial Solid Biomass and Woodworking Plants.</b> Storage or Processing of Lumber Exceeding 100,000 Board Feet (8,333 ft³) (236 m³).	\$150	
53	6701.2	Water-reactive Materials: Liquids: a. Class 1: greater than 55 gallons..... b. Class 2: greater than 5 gallons..... c. Class 3: greater than any amount.....  Solids: a. Class 1: greater than 500 pounds..... b. Class 2: greater than 50 pounds..... c. Class 3: any amount.....	\$150 \$150 \$150  \$150 \$150 \$150	
54	5001.5	<b>Hazardous Production Facilities (HPM):</b> An operational permit is required to store, handle or use hazardous production materials.	\$150	
55	3201.2	<b>High Piled Storage.</b> An operational permit is required to use a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$150	
56	3501.2	<b>Hot Work and Welding:</b> Public Exhibitions and Demonstrations (Each Exhibitor/Demo – 10 Day Permit)	\$78	
57	3501.2	<b>Hot Work and Welding:</b> An operational permit is required for: a. Small Scale Hot Work ..... b. Fixed-Site Hot Work Equipment (Example: Welding Booth)..... c. Cutting or Welding, All Locations..... d. Open Flame Device Roofing Operation, <b><u>to include Rubberized Asphalt Melter Operations</u></b> (Each Site/Location – 90 Day permit)..... e. Torch or Open-Flame Operations other than Roofing (Each Site/Location – 30 Day permit).....	\$150 \$150 \$150 \$150 \$78	
58	3001.2	<b>Industrial Ovens:</b> An operational permit is required for operation of industrial ovens regulated by Chapter 30.	\$150	
59	2801.2	<b>Lumber Yards and Agro-Industrial Solid Biomass and Woodworking Plants.</b> Storage or Processing of Lumber Exceeding 100,000 Board Feet (8,333 ft³) (236 m³).	\$150	
<b>60</b>	<b><u>109.1</u></b>	<b><u>Live/Work Units: An operational permit is required for each Live/Work Unit that does not function solely as a dwelling unit.</u></b>	<b><u>\$150</u></b>	
61	6101.2	<b>LP-Gas:</b> An operational permit is required for: a. Storage or use of LP-gas, (inside or outside any structure).	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
62	6101.2	<b>LP-Gas:</b> An operational permit is required for storage and/or use outside, portable installation, per event, more than 10 gallons aggregate (30-day permit). <b>Exception:</b> Single-and two-family dwellings.	\$78	
63	6106 6109	<b>LP-Gas:</b> An operational permit is required for: a. Dispensing and Cylinder Refill Location ..... b. Retail cylinder exchange location..... c. Automated cylinder exchange location.....	\$150 \$150 \$150	
64	315.2	<b>Miscellaneous Combustible Storage:</b> Storage inside any building or upon any premises - in excess of 2500 cubic feet.	\$150	
65	107.2	<b><u>Mobile food preparation vehicle: A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease laden vapors.</u></b>	<b>\$150</b>	
66	301.2	<b>Open Burning:</b> An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground, as follows: a. Bonfire (10 Day Permit)..... b. Silvicultural / Controlled Burning (90 Day Permit).....	\$150 \$150	
67	301.2	<b>Open Flame and Candles.</b> An operational permit is required to use open flames or candles in connection with assembly areas, educational use, dining areas of restaurants or drinking establishments. a. Public meetings or gatherings in assembly or educational use (Each Event)..... b. Assembly areas or dining areas of restaurants or drinking establishments.....	\$78 \$150	
68	2901.2	<b>Organic Coatings:</b> An operational permit is required for any organic-coating manufacturing operation producing more than 1 gallon in one day.	\$150	
69	107.2	<b><u>Private Fire Hydrant – An operational permit is required for the removal from service, use or operation of private fire hydrants.</u></b>	<b>\$150</b>	
70	5601.2	<b>Pyrotechnics and Fireworks:</b> An operational permit is required for: a. Outdoor Fireworks Display (Aerial Audience) (One Day Permit)	\$480	
71	5601.2	<b>Pyrotechnics and Fireworks.</b> An operational permit is required for Retail Sales (inside mercantile establishment) of Permissible Fireworks - Any Amount (45-day permit).	\$720	
72	5601.2	<b>Pyrotechnics and Fireworks.</b> An operational permit is required for Wholesale Sales of Permissible Fireworks - Any Amount (21-day permit. With a minor site plan, up to 45-day permit).	\$720	
73	6501.2	<b>Pyroxylin Plastic:</b> Storage or handling, more than 25 pounds of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastic.	\$150	
74	601.2	<b>Refrigeration Equipment:</b> An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6.	\$150	
75	2301.2	<b>Repair garages and service stations:</b> An operational permit is required for operation of repair garages and automotive, marine and fleet service station.	\$150	
76	2001.3	<b>Rooftop Heliports:</b> An operational permit is required to operate a rooftop heliport.	\$150	
77	1204	<b><u>Solar photovoltaic power systems. An operational permit is required for the installation and operation of a solar photovoltaic power system.</u></b>	<b>\$150</b>	

Line #		Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
78	2401.3	<b>Spraying or dipping operations:</b> An operational permit is required for the following: a. Flammable/Combustible Liquid Spray Finishing Operation..... b. Flammable/Combustible Liquid Dip Tank Operation..... c. Application of Combustible Powders/Spray/Fluidized ..... d. Organic Peroxides and Dual-component coatings.....		\$150 \$150 \$150 \$150	
79	<b>5001.5</b>	<u>Swimming Pool Operation:</u> The operation of a public or community pool requires an operational permit.		\$150	
80	3103.2	<b>Temporary membrane structures and tents, (6 Month Permit).</b> <b>Exceptions:</b> 1. Tents used exclusively for recreational camping purposes. 2. Tents and air-supported structures that cover an area of 900 square feet or less, including all connecting areas or spaces with a common means of egress and with an occupant load of less than 50 persons.		\$150	
81	3401.2	<b>Tire-rebuilding Plants:</b> An operational permit is required for the operation and maintenance of a tire-rebuilding plant.		\$150	
82	3401.2	<b>Tire Storage (scrap tires and tire byproducts):</b> An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires and for indoor storage of tires and tire byproducts.		\$150	
83	107.2	<b>Waste Handling:</b> An operational permit is required for the operation of wrecking yards, junk yards and waste material handling facilities.		\$150	
84	2801.2	<b>Wood Products:</b> An operational permit is required to store chips, hogged material, lumber, or plywood in excess of 200 cubic feet.		\$150	
<b>Note: All permit fees are per line item that applies</b>					
Section 2 – Plan Review Fees					
85	3201.4	Fire Safety and Evacuation Plan Review for High-Piled Combustible Storage Areas in Excess of 500 Square Feet.			\$156
86	3201.3	High-piled Storage Plan Review			\$156
87	2803.7	Lumber Yard or Woodworking Facility Plan Review			\$156
88	6109	Site and Installation Plan Review for LP-gas Cylinder Exchange Program			\$156
89	5001.5.1	Hazard Communication: Hazardous Material Management Plan Review			\$156
90	5001.6.3	Hazardous Material Facility Closure Plan Review			\$156
91	5001	Hazardous materials facility emergency response plan, above the threshold planning quantity of extremely hazardous substances.		\$100	
92	5001	Tier II submissions, per chemical, to a maximum of \$200.		\$25	
Section 3 - Inspection and Testing Fees					
	<b>107.10</b>	<b>Office For Children Home Day Care Fire Inspections (Includes 1 Follow-up Inspection)</b>		<b>\$25</b>	
93	107.10	County and State Licensing Fire Inspections (each inspection).		\$25	
94	107.10	Certificate of Occupancy Inspections (Towns of Vienna and Herndon).			\$156
95	107.10	Fire Prevention Permit Inspections, Follow-ups, Performance Testing, and Re-inspections.			\$156
96	107.10	<b>Technical Fire Code Inspection</b> (Not Otherwise Specified), (i.e., Pre-Occupancy Punch List – Each Inspector).			\$156
97	901.6.3.1	Testing and Reinspection of Existing Fire Protection Systems (Each Inspector).			\$156
98	907.8.5	<b>Faulty Unwanted</b> or Nuisance Fire Alarm Inspections, Follow-ups, and Re-inspections.			\$156

**107.4.1 Duration of permit.** Add Subsection as follows: **107.4.1 Duration of permit.** Permits shall remain in effect for 12 months from the date issued unless otherwise specified by Table 107.2 or unless suspended or revoked in accordance with this Code.

~~**107.5. Conditions of permit.** Insert "from one address to another." after the words "Permits are not transferable"~~

**[FOR REFERENCE ONLY:** To be replaced by Section 107.5 of the Statewide Fire Prevention Code, as follows: 107.5 Conditions of permit. A permit shall constitute permission to store or handle materials or to conduct processes in accordance with the SFPC and shall not be construed as authority to omit or amend any of the provisions of this code. Permits shall remain in effect until revoked or for such period as specified on the permit. Permits are not transferable.]

~~**108.3.8. Certificate.** Add Subsection as follows: 108.3.8 Certificate. An operational permit shall be contingent on a valid certificate of occupancy and/or use permit issued by the Fairfax County Building Official and/or the Zoning Administrator.~~

~~**108.4. (6) Revocation.** Delete and substitute as follows:~~

~~6. The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code or any other code or county ordinance within the time provided herein.~~

~~**108.4. Revocation.** Add to the end of the Subsection as follows:~~

~~8. The certificate of occupancy and/or use permit has been revoked or suspended.~~

~~9. The building has been deemed unsafe, uninhabitable, or presents a hazardous condition to occupants.~~

**108.4 Revocation.** Delete and substitute as follows: 108.4 Revocation. The fire official is authorized to revoke an operational permit issued under the provisions of this Code upon a finding of any of the following, whether found by inspection or otherwise: that there has been a false statement, misrepresentation, or other intervening act by the applicant as to the material facts in the application or documents on which the permit or approval was based including, but not limited to, any one of the following:

1. The permit is used for a location or establishment other than that for which it was issued.
2. The permit is used for a condition or activity other than listed on the permit.
3. Conditions and limitations set forth in the permit have been violated.
4. Inclusion of any false statements or misrepresentation as to a material fact in the application for permit or plans submitted or a condition of the permit.
5. The permit is used by a different person or firm than the person or firm for which it was issued.

6. The permittee failed, refused, or neglected to comply with orders or notices duly served in accordance with the provisions of this code or any other code or county ordinance within the time provided herein.
7. The permit was issued in error or in violation of an ordinance, a regulation, or this code.
8. The Certificate of Occupancy and/or Use Permit has been revoked or suspended.
9. The building has been deemed unsafe, uninhabitable, or presents a hazardous condition to occupants.

**[FOR REFERENCE ONLY:** The language in the 2018 Statewide Fire Prevention Code is provided for reference:

**108.4 Revocation.**

The fire official is authorized to revoke an operational permit issued under the provisions of this code when it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or documents on which the permit or approval was based including, but not limited to, any one of the following:

- 1.The permit is used for a location or establishment other than that for which it was issued.
- 2.The permit is used for a condition or activity other than that listed in the permit.
- 3.Conditions and limitations set forth in the permit have been violated.
- 4.Inclusion of any false statements or misrepresentations as to a material fact in the application for permit or plans submitted or a condition of the permit.
- 5.The permit is used by a different person or firm than the person or firm for which it was issued.
- 6.The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein.
- 7.The permit was issued in error or in violation of an ordinance, a regulation, or this code.]

**[FOR REFERENCE ONLY:** The charging language in the section indicates that a false statement or misrepresentation of fact is when a permit can be revoked. However, the list of items includes items that are outside of the scope of false statement or misrepresentation, .e. conditions and limitations in the permit were violated, permit issued in error, etc. Therefore the charging paragraph is recommended to be updated to omit the conditions from the SFPC. The original condition is still contained within the list and two others (#8 and #9) were added to include circumstances when either the Zoning Official or the Building Official revoke their approvals.]

~~108.5. Special locking arrangements. Add Subsection as follows: 108.5. Special locking arrangements. A permit is required for installation or modification of delayed egress locks, access-controlled egress locks, interior means of egress stairway door locks, and special locking arrangements in occupancies with areas in which the clinical~~

needs of patients require restraint of movement. Maintenance performed to ensure compliant operation of approved special locking arrangements is not a modification and does not require a permit.

**109.4 Approvals.** Add Subsection as follows: **109.4 Approvals.** Approval as the result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this Code or of other ordinances of the jurisdiction shall not be valid.

**109.5 Follow-up inspections resulting from noncompliance.** Add Subsection as follows: **109.5 Follow-up inspections resulting from noncompliance.** Where follow-up inspections are required as a result of noncompliance with this Code, fees shall be assessed as listed under Table 107.2.

**109.6 Inspections performed outside business hours.** Add Subsection as follows: **109.6 Inspections performed outside business hours.** Inspections may be performed outside business hours at the sole discretion of the fire official. Fees for these inspections shall be assessed at twice the rate listed under Table 107.2. Fees shall be assessed in 30-minute increments.

~~**110.2.1 Person, firm, or corporation responsible.** Add Subsection as follows:~~  
~~110.2.1 Person, firm, or corporation responsible. A person, firm, or corporation in charge of, or responsible for, any building, structure, vehicle, device, other property, substance, material, gas, liquid, chemical, or condition regulated either by this code or by an ordinance under the fire marshal's jurisdiction shall be responsible for compliance with all such code and ordinance provisions and regulations relating thereto.~~

**[FOR REFERENCE ONLY:** The language in the 2018 Statewide Fire Prevention Code is provided for reference:

**110.2 Maintenance.**

*The owner shall be responsible for the safe and proper maintenance of any structure, premises or lot. In all structures, the fire protection equipment, means of egress, alarms, devices and safeguards shall be maintained in a safe and proper operating condition as required by the SFPC and applicable referenced standards.*

**110.3 Occupant responsibility.**

*If a building occupant creates conditions in violation of this code, by virtue of storage, handling and use of substances, materials, devices and appliances, such occupant shall be held responsible for the abatement of said hazardous conditions.*

**111.2 Service.**

*The written notice of violation of this code shall be served upon the owner, a duly authorized agent or upon the occupant or other person responsible for the conditions under violation. Such notice shall be served either by delivering a copy*

of same to such persons by mail to the last known post office address, by delivering in person or by delivering it to and leaving it in the possession of any person in charge of the premises, or, in the case such person is not found upon the premises, by affixing a copy thereof in a conspicuous place at the entrance door or avenue of access. Such procedure shall be deemed the equivalent of personal notice. When the owner is not the responsible party to whom the notice of violation or correction notice is issued, a copy of the notice shall also be delivered to the owner or owner's agent.

**AGENT.** A person who shall have charge, care or control of any structure as owner, or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person representing the actual owner shall be bound to comply with the provisions of this code to the same extent as if that person was the owner.]

**110.5.1 Imminent threat to human health or safety or to property.** Add Subsection as follows: **110.5.1 Imminent threat to human health or safety or to property.** If the fire official shall adjudge that the violation creates an imminent threat to human health or safety or to property, the fire official may restrain, correct, or abate such violation and institute appropriate legal proceeding to collect the full cost of such response from the owner and the tenant or other person in control of the premises.

**112.1.1 Fairfax County Board of Fire Prevention Code Appeals.** Add Subsection as follows: **112.1.1 Fairfax County Board of Fire Prevention Code Appeals.** The Fairfax County Board of Building Code Appeals is the Local Board of Fire Prevention Code Appeals (BFPCA) for Fairfax County.

~~**112.5.1 Scope.** Add subsection as follows: **112.5.1 Scope.** Appeals arising from a notice of violation pursuant to the Fire Prevention Code of Fairfax County shall be limited to the factual findings of the fire code official and not the application of this code or any other law to those factual findings.~~

Section 202, DEFINITIONS. Add as follows:

## Section 202 GENERAL DEFINITIONS

**ELECTRIFIED SECURITY FENCE.** Any fence, other than used in an agricultural setting, that meets the following requirements:

1. The fence is powered by an electrical energizer with both of the following output characteristics:
  - a. The impulse repetition rate does not exceed 1 hertz (hz).
  - b. The impulse duration does not exceed 10 milliseconds, or  $10/10000$  of a second.

2. The fence is used to protect and secure commercial or industrial property.

**FIRE CHIEF.** Delete and substitute as follows: **FIRE CHIEF.** The head of the County Fire and Rescue Department, County of Fairfax, Virginia, also referred to as the Fire Chief or Chief of the Fire and Rescue Department, or a duly authorized representative.

**FIRE MARSHAL'S OFFICE.** Add as follows: **FIRE MARSHAL'S OFFICE.** The County Fire Marshal, and, under the authority of the Fire Marshal, the Deputy Fire Marshal and members of the Fire Marshal's staff, also referred to as the Fire Prevention Division, fire code official, or the fire official.

~~**IMMEDIATELY.** Add as follows: Immediately. The term "immediately" means without delay.~~

**LEGAL OFFICER.** Add as follows. **LEGAL OFFICER.** County Attorney or the Commonwealth's Attorney for the County of Fairfax.

**OCCUPANT.** Add as follows. **OCCUPANT.** Any person physically located or situated in or on any property, structure, space, or vehicle irrespective of the length of time or the reason for such occupancy.

**RUBBERIZED ASPHALT MELTER (MELTER).** Portable equipment used for the heating of rubberized asphalt material. The term applies only if both the material being heated is a mix of asphalt and inert material and when an indirect method of heating is used. An indirect method of heating refers to a fully enclosed double-shell oil or air system that transfers heat from a burner(s) or electric heating element(s) to the oil or air jacket around the outside of a material vat which then heats the rubberized asphalt material. Melters can be fueled by means of diesel or electric means. Melters are not considered asphalt (tar) kettles or pots as addressed in Section 303.

**301.2 Permits.** Delete and substitute: **301.2 Permits.** Permits shall be required as set forth in Sections 107 and 108 for the activities or uses regulated by Sections 306, 307, 308, and 315, **and 319.**

**304.2.1 Handling readily combustible materials.** Add Subsection as follows: **304.2.1 Handling readily combustible materials.** No person producing, using, storing, or having charge of, or under their control, any shavings, excelsior, rubbish, sacks, bags, litter, hay, straw or other combustible waste material, shall neither fail nor neglect, at the close of each day, to cause all such material which is not compactly baled and stacked in an orderly manner to be removed from the building or stored in suitable vaults or in metal, metal-lined, or approved noncombustible and covered, receptacles or bins. Baling equipment deemed suitable by the fire official shall be installed in stores, apartment buildings, factories, and other buildings where accumulations of paper and waste materials are not removed at least every day.

**305.4.1 Mischievous fire play.** Add Subsection as follows: **305.4.1 Mischievous fire play.** It shall be unlawful for any person to ignite or use fire or other ignition sources in a

deliberate, negligent, or unlawful manner for the purpose of impulsive or mischievous play or reckless experimentation.

**307.2. Permit required.** ~~Delete and substitute: 307.2 Permit required. If under the requirements of the County of Fairfax Air Pollution Control Chapter, a bonfire or controlled burning is allowed, a permit for each such fire shall be obtained from the fire official. This permit requirement does not apply to recreational fires, fire set for the training of firefighters under the direction of the Chief of the Fire Department, or fire set by a public health or safety officer where a health or fire hazard cannot be abated by any other means.~~

**307.2 Permit required.** Delete and substitute as follows: 307.2 Permit required. If under the requirements of the Commonwealth of Virginia or the County of Fairfax Air Pollution Control Chapter, a bonfire or controlled burning is allowed, a permit for each such fire shall be obtained from the fire official, in accordance with Section 107.2, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Exceptions:

1. Recreational fires.
2. Fire set for the training of firefighters under the direction of the Chief of the Fire Department.
3. Fire set by a public health or safety officer where a health or fire hazard cannot be abated by any other means.

**307.4.4 Outdoor solid fuel burning devices.** Add Subsection as follows: **307.4.4 Outdoor solid fuel burning devices.** Outdoor fireplaces, fire pits, chimineas, and other similar portable devices designed for outdoor use shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or a residential occupancy.

**Exception:** Detached one- and two- family dwellings and townhouses.

**307.5.1 Endangering other property.** Add Subsection as follows: **307.5.1 Endangering other property.** No person shall kindle, authorize to be kindled, or maintain any permitted fire in such a manner that will endanger the property of another.

**307.6 Negligence.** Add Subsection as follows: **307.6 Negligence.** If any person shall carelessly or negligently set fire to, burn or cause to be burned any property, either real or personal, whether the property be his or that of another, he shall be subject to the penalties set forth in Section 62-1-1 of this Code.

**308.1.3 Torches for removing paint, sweating pipe joints, or roofing operations.** Delete and substitute as follows: **308.1.3 Torches for removing paint, sweating pipe joints, or roofing operations.** Persons utilizing a torch or other flame-producing device for removing paint from a structure, sweating pipe joints, or roofing operations, shall provide a minimum of

one portable fire extinguisher complying with Section 906 and with a minimum 4-A rating, two portable fire extinguishers, each with a minimum 2-A rating, or a water hose connected to the water supply on the premises where such burning is done. Combustible material in close proximity to the work shall be protected against ignition by shielding, wetting, or other approved means. The person doing the burning shall remain on the premises 1 hour after the torch or flame-producing device is utilized.

**308.1.3.1 Permit.** Add Subsection as follows: **308.1.3.1 Permit.** A permit in accordance with Section 107 and 108 shall be secured from the fire official prior to the utilization of a torch or flame-producing device in or on any building or structure.

**308.1.4 Open-flame cooking devices.** Delete and substitute as follows: **308.1.4 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices fueled by combustible or flammable gases, liquids, and solids shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or residential occupancy.

**Exceptions:**

1. Detached one-and two-family dwellings and townhouses.
2. Cooking devices using electricity as a heating source and listed by a recognized testing authority.

**308.1.4.1 Notification of tenants.** Add Subsection as follows: **308.1.4.1 Notification of tenants.** The management of multi-family residential occupancies which have balconies, decks, or patios shall notify their tenants in writing of the prohibitions outlined in section 308.1.4 of this Code when the tenant or occupant initially occupies the building and periodically thereafter as may be necessary to ensure compliance.

**308.3 Group A occupancies. Delete and substitute as follows: 308.3 Group A occupancies. Open-flame devices shall not be used in a Group A occupancy.**

**Exceptions:**

1. Open-flame devices are allowed to be used in the following situations, provided *approved* precautions are taken to prevent ignition of a combustible material or injury to occupants:
  1. Where necessary for ceremonial or religious purposes in accordance with Section 308.1.7.
  2. On stages and platforms as a necessary part of a performance in accordance with Section 308.3.2.
  3. Where candles on tables are securely supported on substantial noncombustible bases and the candle flames are protected.
  4. Where used in an approved manner to maintain the temperature of prepared food items, on a table used only to serve food.
2. Heat-producing equipment complying with Chapter 6 and the *applicable building code*.

- 1        3. Gas lights are allowed to be used provided adequate precautions satisfactory to  
2        the *fire code official* are taken to prevent ignition of combustible materials.  
3  
4

5        **~~311.2.2. Fire Protection.~~** In exception #2, change 'fire chief' to 'Fire Code  
6        Official'.  
7

8        **~~315.1. General.~~** Delete last sentence.  
9

10       **~~315.1.1. Permit.~~** Add subsection as follows: 315.1.1 Permit. A permit shall be  
11       obtained in accordance with Sections 107 and 108 for combustible storage in excess  
12       of 2500 cubic feet inside any building or upon any premises.  
13  
14  
15

Add Section as follows:

## **SECTION 320**

### **RUBBERIZED ASPHALT MELTERS FOR ROOF DECK SYSTEMS**

**320.1 General.** The provisions of this section shall apply to any type of fully enclosed chassis-mounted or portable *rubberized asphalt melter* using indirect heating of a mix of asphalt and inert material for application on roof decks. There shall be no direct burner or flame impingement on the material vat with indirect heating. Temperature rise in the material vat is gradual and controlled.

**320.2 Permits.** Permits shall be required in accordance with Section 107.2 and Chapter 35.

**320.2.1 Torches.** Any use of torches or burners shall require a separate permit in accordance with Chapter 35.

**320.3 Location.** The melter shall be located and operated in a controlled area. The area shall be as designated by the *fire code official* and identified by the use of traffic cones, barriers, and other suitable means. Where *rubberized asphalt melters* are staged and operated on roof decks, the design load of the roof deck shall be capable of supporting the weight of the *rubberized asphalt melter* where loaded to capacity with rubberized asphalt material. The design load of the roof deck shall be as determined on building drawings or by a design professional as approved by the *fire code official*. *Rubberized asphalt melters* shall be chocked in place on the roof deck at locations identified by the design professional and as approved by the *fire code official*. Rubberized asphalt cakes for use in *rubberized asphalt melters* shall be located on the roof at a location agreed upon by the applicant and the *fire code official*.

**320.3.1 Buildings.** Rubberized asphalt melters shall not be located inside buildings.

**320.3.2 Air intakes.** Air intakes into the building in the area of work shall be identified and shut off and an alternate supply of outdoor air into the building shall be coordinated, such as by temporarily covering air intakes to make them smoke and odor proof.

**320.3.3 Exits.** *Rubberized asphalt melters* shall not be located within 20 feet of any exit or combustible material. *Rubberized asphalt melters* shall not block any means of egress.

**320.3.4 Combustible materials.** Combustible materials on the roof deck shall be protected in accordance with Section 3504.

**320.4 Fire Extinguishers.** Not less than two approved 4-A:40-B:C fire extinguishers complying with Section 906 shall be provided and maintained within 25 ft. of the *rubberized asphalt melter*. A minimum of one approved 4-A:40-B:C fire extinguisher shall be provided in close proximity to the roofing material application. Each employee shall be instructed on the

proper use of fire extinguishers and in the event of a fire to turn off all *rubberized asphalt melter* power supply, engines, and burners. Employees shall notify the fire department.

**320.5 Attendant Supervision.** An operating *rubberized asphalt melter* shall be attended by an employee who is knowledgeable and solely dedicated to the operation of the equipment and associated hazards. The employee shall always be within sight of the melter. The employee shall remain in the area of the melter for a minimum of one-hour after the device is shut down in compliance with Section 3504.2.

**320.6 Minimum Melter Design Requirements.** A *Rubberized asphalt melter* shall be operated as a complete unit as designed and built by the manufacturer. Field changes that override controls or safety features are prohibited. Material vats shall be a permanent integral part of the *rubberized asphalt melter* unit. The *rubberized asphalt melter* chassis shall be substantially constructed and capable of carrying the load imposed upon it whether it is standing still or being transported.

**320.6.1 Lids.** *Rubberized asphalt melter* shall have lids permanently attached. The lids shall be kept closed at all times, except to add rubberized asphalt membrane cakes to the *rubberized asphalt melter*. Loading doors shall be designed as a safety door integral to the roofing material tank and shall be provided with handles that allow rubberized asphalt cakes to be lowered into the tank without operator exposure to the vat material.

**320.7 Melter Operation.** *Rubberized asphalt melters* shall be operated according to manufacturer instructions. *Rubberized asphalt melters* shall operate using integral control systems that include shut off controls for the electric or diesel-fired burner, temperature controls for the oil or air system, and the material vat. Where a diesel burner is utilized, it shall fire into a burner flue assembly for the oil or air jacketed shell for uniform heat transfer to the material vat. There shall be no open flame devices on *rubberized asphalt melters*. All *rubberized asphalt melters* shall have an approved, working visible temperature gauge(s) that indicate the temperature of the rubberized material being heated and, in the case of oil jacketed *rubberized asphalt melters*, the temperature of the heat transfer oil heating the material vat. The *rubberized asphalt melter* shall have limit switches that prevent the material vat from heating beyond 400 degrees F.

**320.8 Fuel System and containers.** Fuel containers for diesel-powered melters shall be constructed and approved for the use for which they were designed. *Rubberized asphalt melter* fuel tanks shall be attached to the frame of the melter. Portable fuel tanks shall not be utilized to power *rubberized asphalt melters*. Diesel tanks and engines integral to *rubberized asphalt melters* shall be maintained in accordance with manufacturer instructions.

**320.8.1 Refueling.** Refueling of diesel tanks shall be performed when the *rubberized asphalt melter* is off. A refueling and spill prevention plan approved by the *fire code official* shall be utilized. Refueling shall be conducted using approved safety cans. No open flames shall be present within 20 feet of the refueling operation.

**320.9 Maintenance.** *Rubberized asphalt melters* and integral working parts shall be in good working condition and shall be maintained free of excessive residue.

**320.10 Transporting.** *Rubberized asphalt melters* shall not be transported over a highway, road, or street when the heat source for the melter is operating.

**401.9 Promulgation of fire safety instructions.** Add Subsection as follows: **401.9 Promulgation of fire safety instructions.** The fire official shall issue regulations which require the owner, lessor, or management agent of buildings to post signs where, in the professional judgment of the fire official, such signs are deemed to be effective in minimizing the danger to persons and property in case of fire.

**401.9.1 Elevator warning signs.** Add Subsection as follows: **401.9.1 Elevator warning signs.** Elevator lobby call stations on each floor and on all elevator cars shall be marked with approved signs reading as follows: "USE STAIRWAYS IN CASE OF FIRE – DO NOT USE ELEVATOR." The requirements of this section shall apply to all buildings. Elevators installed in use group R-5 shall be exempt from the provisions of this section.

**401.9.2 Posting of signs.** Add Subsection as follows: **401.9.2 Posting of signs.** It shall be unlawful for the owner of any building which is leased to another or the lessor or management agent of any such building, to fail to post the signs required by the preceding paragraphs.

~~**403.2.2. Other requirements.** Add subsection as follows: 403.2.2 Other requirements. Where required by the fire code official, the public safety plan shall include applicable requirements in section 403.3 and 404.3.2.~~

~~**408.12. Storage or display in roofed Over malls.** Add subsection as follows: 408.12 Storage or display in roofed Over malls. No combustible goods, merchandise, or decorations shall be displayed or stored in a roofed-over mall unless approved by the fire official.~~

## CHAPTER 5

### Section 502 Definitions

~~**502.1. Definitions.** Delete and substitute definition as follows: Fire Lane: An area designated by clearly visible signs and markings in which parking shall be prohibited, whether on public or private property, to ensure ready ingress and egress as well as operational access for fire fighting and rescue equipment, facilities, and operations. Fire lanes may be included as part of fire apparatus access roads and/or areas.~~

~~**503.1 Where Required.** Add as follows: 503.1 Where Required. Fire apparatus access roads shall be provided and maintained in accordance with~~

Sections 503.1.1 through 503.1.9.

**[FOR REFERENCE ONLY:** This section is replaced by Section 503.1 of the Statewide Fire Prevention Code, as follows: **503.1 Where Required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.]

**Exceptions:**

- ~~1. Fire apparatus access roads shall be permitted to be provided and maintained in accordance with written policy that establish fire apparatus access road requirements and such requirements shall be identified to the owner or his agent prior to the building official's approval of the building permit.~~
- ~~2. On construction and demolition sites fire apparatus access roads shall be permitted to be provided and maintained in accordance with Section 3310.1.~~

Add the following exception to 503.1:

3. In communities developed with single-family dwellings and/or townhomes that were constructed prior to December 31, 1979, wherein the Fire Code Official has no site plan and/or subdivision plan depicting or identifying designated fire lanes/fire apparatus access roads for the development, the Fire Code Official may conduct an analysis to designate and/or modify the requirements of this section. Any code modification shall require a written request from the community association accompanied by a site plan depicting the dimensions and location of the subject streets relative to all dwellings, structures and points of assembly. Before granting a fire code modification request, the Fire Code Official shall evaluate the type and grade of construction, structural components, including but not limited to the exterior wall coverings, accessibility and/or obstructions throughout the subject area, available water supplies, the distance and rescue response time from a fire station, and other relevant factors. Such fire code modifications may be granted by the Fire Official only if the health, safety, and welfare of the community is not compromised.

**[FOR REFERENCE ONLY:** Exceptions 1 and 2 would be replaced by the Exceptions listed under Section 503.1 of the Statewide Fire Prevention Code, as follows:

1. Fire apparatus access roads shall be permitted to be provided and maintained in accordance with written policy that establish fire apparatus access road requirements and such requirements shall be identified to the

owner or his agent prior to the building official's approval of the building permit.

2. On construction and demolition sites fire apparatus access roads shall be permitted to be provided and maintained in accordance with Section 3310.1.]

**503.1.1. Fire lanes.** ~~Delete and substitute as follows:~~ 503.1.1 Fire lanes. The fire official shall designate fire lanes on public streets and on private property where necessary for the purpose of preventing parking in front of or adjacent to fire hydrants and fire department connections and to ensure access to buildings and structures for fire fighting and rescue apparatus. Access for emergency vehicles shall be provided to within 100 feet of the main or principal entrance of every building. The fire department access may be provided by a public or private street, parking lot, and/or fire lanes.

**503.1.1 Buildings and Facilities** Add text as follows: **503.1.1 Buildings and Facilities** Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. The fire code official shall require fire lanes to be designated on public streets and on private property where necessary for the purpose of preventing parking in front of or adjacent to fire hydrants and fire department connections and to ensure access to buildings and structures for firefighting and rescue apparatus.

**Exceptions:**

1. The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where any of the following conditions occur:

1.1 The building is equipped throughout with an approved automatic sprinkler system in accordance with the applicable NFPA13, NFPA 13R, or NFPA13D standard.

1.2 Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades, or other similar conditions, and an approved alternative means of fire protection is provided.

1.3 There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

**503.2.1. Dimensions.** ~~Change unobstructed vertical clearance from 'not less than 13 feet 6 inches' to 'not less than 15 feet.'~~

**[FOR REFERENCE ONLY:** Section 503.2.1 shall be replaced by Section 503.2.1 of the Statewide Fire Prevention Code, as follows: **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.]

**503.2.1.1 Required markings and parking prohibitions.** Add Subsection as follows:  
**503.2.1.1 Required markings and parking prohibitions.** Required markings and parking prohibitions shall be based on the street width (curb-to-curb or paved surface) as in Table 503.2.1.1. This shall apply to both one- and two-way designated streets.

**Table 503.2.1.1**

Street width	Parking	Fire lane markings
< 28 feet	No parking allowed on either side	Both sides marked as fire lanes
28 to 36 feet	Parallel parking allowed on one side as determined by the <i>fire code official</i>	One side marked as a fire lane
> 36 feet	Parallel parking allowed on both sides	No fire lane markings required <b>Exception:</b> Required access to pools, fire department apparatus access roads, and similar areas shall be marked as fire lanes

**503.2.5 Dead ends.** Delete and substitute as follows: **503.2.5 Dead ends.** Dead-end fire apparatus access roads in excess of 100 feet in length shall be provided with an approved area for turning around fire apparatus.

~~**503.2.6.1. Ladder truck access.** Add subsection as follows: 503.2.6.1 Ladder truck access. For ladder truck access on parking garages where a parking garage is attached to a building structure in such a manner that such garage constitutes a portion of the fire department vehicular access way, design calculations shall be provided by a Professional Engineer licensed in Virginia to the Fire Code Official which shows that the deck of such garage is designed to support an 80,000-lb. vehicle and all outrigger (pad) point loads or that such garage is designed for a nominal 450-lbs/square foot uniform live load.~~

**[FOR REFERENCE ONLY:** The Fire Marshal retains the ability to enforce this design requirement through §9-0202.2(I)(8) of the Public Facilities Manual.]

~~**503.2.6.1.1. When buildings are more than 5 stories or 50 feet in height, ladder truck access shall be provided to both the front and rear of the building.** The access to the rear may be provided by a street, parking lot, or fire lane.~~

**[FOR REFERENCE ONLY:]** The Fire Marshal retains the ability to enforce this design requirement through §9-0202.2(l) of the Public Facilities Manual, as follows:

I. Access for emergency vehicles must be provided to within 100 feet of the main or principal entrance of every building. The fire department vehicular access may be provided by a public or private street, parking lot, and/or fire lanes.]

~~**503.2.6.1.2.** The inner surface of the ladder truck access way shall be no less than 15 feet and no more than 30 feet from the exterior building wall.~~

**[FOR REFERENCE ONLY:]** The Fire Marshal retains the ability to enforce this design requirement through §9-0202.2(l)(3) of the Public Facilities Manual, as follows:

. The required aerial access meeting this condition will conform to the following conditions: the inner boundary must be no less than 15 feet and no more than 30 feet from the exterior building wall and must be positioned along the entire main front entrance side and a second continuous side of the building.

Exception:

- a. Buildings that meet the defined height for a high-rise building, as defined by VCC and comply fully with VCC § 403, are only required to have a single aerial apparatus access on the entire main front entrance side of the building.]

**503.3.1 Marking specifications.** Add Subsection as follows: **503.3.2 Marking specifications.** Fire lane markings shall conform to the following:

- a) Approved fire lane signs must meet the following specifications:
  - a. Metal construction, dimensions 12 inches wide by 18 inches high.
  - b. Red letters on a reflective white background with three-eighths inch red trim strip around the entire outer edge of the sign.
  - c. There shall be a one inch spacing between lines "No Parking" and "or". There shall be a one inch spacing between the lines "or" and "Standing". There shall be a three-inch space between the lines "Standing" and "Fire Lane". Lettering size to be as follows:

"NO PARKING" 2 inches

"OR" 1 inch

"STANDING" 2 inches

"FIRE LANE" 2½ inches

Arrow (if required) 1 inch by 6 inches with a solid head 1 ½ inches wide by 2 inches deep.

2. Sign types.

- a) Sign type "A". Standard wording with an arrow at bottom pointing to the right. One sign mounted parallel to the line of curbing or pavement edge at the end of the painted area (see figure 503.3.1.2.1).



Figure 503.3.1.2.1

- b) Sign Type "C." Standard wording with an arrow at bottom pointing to the left. One sign mounted parallel to the line of curbing or pavement edge at the end of the painted area (see figure 503.3.1.2.2).



Figure 503.3.1.2.2

- c) Sign Type "D". Standard wording with no arrow. Two signs, back-to-back, mounted perpendicular to line of curbing or pavement edge. To be seen from either side. Located every 100 feet in long stretches of a marked, painted fire lane (see figure 503.3.1.2.3).



Figure 503.3.1.2.3

- d) Posts for fire lane signs shall be metal and securely mounted. Signs shall be located and spaced as shown on the approved plans. In long stretches, the maximum distance between fire lane signs shall be 100 feet. Fire lane signs are to be mounted 7 feet above the finished grade to the bottom of the sign.
- e) All curbs or paved spaces designated as fire lanes shall be indicated by yellow (highway grade) paint as approved by the *fire code official*. In areas without curbing, a 6-inch-wide yellow stripe shall be applied to the edge of the pavement. The property owner or designee shall repaint whenever the paint begins to fade or when directed by the *fire code official*.

**503.3.3. Tampering.** Add Subsection as follows: **503.3.3. Tampering.** It shall be unlawful for any person to deface, injure, tamper with, remove, destroy, or impair the usefulness of any posted fire lane sign or marking installed under the provisions of this code.

~~503.4 Obstruction of fire lanes and fire apparatus access roads.~~

~~1. It shall be unlawful for any person to park, stop, stand, or otherwise obstruct such designated and/or marked areas.~~

~~2. In any prosecution under this section, proof that the vehicle described in the complaint, summons, or warrant was parked in violation of this code, together with proof that the defendant was at the time of such parking the registered owner of the vehicle, shall constitute a prima facie evidentiary presumption that such registered owner of the vehicle was the person who parked the vehicle at the place and at the time such violation occurred.~~

~~3. In addition, the vehicle parked in violation of this section may be impounded by the Fairfax County Police Department and held until the penalty provided, and the towing and storage charges incurred, are paid.~~

1       4. ~~This section shall be enforced by the county fire marshal's office and the~~  
 2       ~~county police department.~~

3  
 4       **[FOR REFERENCE ONLY:** Section 503.4 will be replaced by Section 503.4 of  
 5       the Statewide Fire Prevention Code, as follows: 503.4 Obstruction of fire apparatus  
 6       access roads. Fire apparatus access roads shall not be obstructed in any manner,  
 7       including the parking of vehicles. The minimum widths and clearances established in  
 8       Sections 503.2.1 and 503.2.2 shall be maintained at all times.]

9  
 10       **503.6.1 Emergency operation for security gates and barricades.** Add Subsection  
 11       as follows: **503.5.2 Emergency operation for security gates and barricades.** Gates and  
 12       barricades that are installed across a fire apparatus access road that is normally intended for  
 13       vehicular traffic shall be installed with a fire department access system which has an  
 14       emergency override fire department master key switch as approved by the fire official. Gates  
 15       and barricades shall be maintained operational at all times.

16  
 17       **[FOR REFERENCE ONLY:** Section 503.7 of the SFPC is incorporated here by  
 18       reference and reads follows: **503.7 Fire lanes for existing buildings.** The *fire code*  
 19       *official* is authorized to designate public and private *fire lanes* as deemed necessary for  
 20       the efficient and effective operation of fire apparatus. *Fire lanes* shall comply  
 21       with Sections 503.2 through 503.7.]

22       f  
 23       **503.8 Carnival, fair, festival, and circus access.** Add Subsection as follows:  
 24       **503.8 Carnival, fair, festival, and circus access.** It shall be the responsibility of the owner,  
 25       operator, or other person responsible for the establishment, erection, or operation of any  
 26       carnival or circus to establish, erect, and operate such carnival or circus so that there is  
 27       provided and maintained an access lane, capable of supporting fire and rescue apparatus in  
 28       all weather conditions, and so arranged as to afford access to within 100 feet of all booths,  
 29       tents, rides, and other equipment, buildings, and structures used as part of or in conjunction  
 30       with the carnival or circus.

31  
 32       ~~**503.9 Pool access.** Add subsection as follows: 503.9 Pool access. A 12 foot~~  
 33       ~~wide access lane to within 50 feet of the edge of swimming pools, with an 8 foot~~  
 34       ~~personnel gate in the fence at the point of access is required except for individually~~  
 35       ~~owned pools located on single family lots.~~

36  
 37       **503.9 Pool access.** Add Subsection as follows: 503.9 Pool access. Stretcher  
 38       access for a 24-inch x 84-inch stretcher must be provided from the fire department vehicular  
 39       access to the pool deck.

40  
 41       Exception: Individually owned pools located on single-family lots.

42  
 43       ~~**504.2.1. Showcases or temporary displays.** Add Subsection as follows:~~  
 44       ~~504.2.1 Showcases or temporary displays. Showcases or temporary displays placed,~~  
 45       ~~piled, or installed so as to obstruct any exterior door shall be prohibited unless~~  
 46       ~~approved by the fire official.~~

~~506.2~~ **506.3 Number and labeling of required keys.** Add Subsection as follows:  
**506.3 Number and labeling of required keys.** In buildings with fire command centers, 15 sets of common keys shall be provided for access to building services and systems regulated by Section 601 of this Code and to all storage, trash and utility rooms, roof access doors, and doors to other secured areas. In all other buildings required to provide fire department access, 3 sets of common keys shall be provided. Individual keys shall be clearly labeled as to function and each set of keys shall be individually tagged in a manner approved by the fire official.

~~506.2.1. Non-required fire department access boxes.~~ Add Subsection as follows:  
~~506.2.1 Non-required fire department access boxes. Voluntarily provided fire department key boxes shall contain one key to access the premises served, and other keys as determined by the owner or occupant. All keys shall be clearly labeled as to function.~~

**506.4 Height of key boxes.** Add Subsection as follows: **506.4 Height of key boxes.** Required key boxes shall be installed at the primary fire department entrance, in a visible and accessible position, 42 inches to 54 inches above finished grade. For new or renovated buildings, fire department key boxes must be installed prior to occupancy.

~~507.5.5. Clear space around hydrants and fire department connections.~~ Delete and substitute subsection as follows: ~~507.5.5 Clear space around hydrants and fire department connections. No person shall plant or erect any obstruction within 4 feet of any fire hydrant or 10 feet of any fire department connection.~~

**507.5.5 Clear space around hydrants and fire department connections.** Delete and substitute as follows: **507.5.5 Clear space around hydrants and fire department connections.** A 4-foot clear space shall be maintained around each side of fire hydrants, and a 5-foot clear space shall be maintained on each side of a fire department connection, except as otherwise required or approved.

Add definition to list as follows: **602.1 DEFINITIONS**

**ELECTRIFIED SECURITY FENCE** - Any fence, other than used in an agricultural setting, that meets the following requirements:

1. The fence is powered by an electrical energizer with both of the following output characteristics:
  - a. The impulse repetition rate does not exceed 1 hertz (hz).
  - b. The impulse duration does not exceed 10 milliseconds, or  $10^{-5}$  of a second.
2. The fence is used to protect and secure commercial or industrial property.

**601.2 Permits.** Delete and substitute as follows: **601.2 Permits.** Permits shall be obtained for refrigeration systems, battery systems, solar photovoltaic power systems, commercial kitchen hoods, and electrified security fences as set forth in Sections 107.2.

**607.3.3.3.2 Type I hood fire protection records.** Add Subsection as follows: 609.5 Type I hood fire protection records. The occupant shall maintain on premises a copy of all literature issued by the system manufacturers at time of installation and an approved plan of the fire protection system covering the cooking appliances. These items shall be made available to the fire code official on request.

**Table 609.3.3.1. Commercial Cooking System Inspection**  
**Frequency.** Relabel table to Commercial Cooking System Inspection and Cleaning Frequency. Relabel second column from "Frequency of Inspection" to "Frequency."

Add Section as follows:

## **Section 610** **Electrified Security Fence**

**610.1 General.** Notwithstanding any other state, local or other legal requirements, the installation of an electrified security fence shall comply with 2006 international standards and specifications of the International Electrotechnical Commission for electric fence energizers in "International Standard IEC 60335, Part 2-76." Installation of the electrified security fence must conform to the requirements of this Code and other pertinent laws and ordinances.

**610.2 Electrification.** The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

**610.3 Perimeter fence or wall.** No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.

**610.4 Height.** Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

**610.5 Warning signs.** Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" and contain icons that are universally understood at intervals of not less than thirty feet.

**610.6 Hours of activation.** Electric fences must only be energized during hours when the public does not have legal access to the protected property, except when personnel is available on-site to deactivate the electric fence.

**610.7 Key Box.** Electric fences shall have installed a key box system in accordance with this Code.

**610.7.1 Controller and key location.** The electric fence controller and rapid entry key box for the electric fence must be located in a single accessible location for the entire fence.

~~**806.6 . Natural Vegetation.** Flammable natural vegetation materials such as batting, cloth, cotton, hay, stalks, straw, vines, leaves, trees, moss, and similar items shall not be used for decorative purposes in show windows, building lobbies, exits, exit access, or other parts of buildings, or any area of public use in such a quantity as to constitute a fire hazard.~~

~~**806.6.1 Restricted occupancies.** Add subsection as follows: 806.6.1 Restricted occupancies. These items shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, and R-4 occupancies.~~

~~—— **Exception:** These items located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2 shall not be prohibited in Groups A, E, M, R-1, and R-2.~~

~~**807.4.3.3 807.5.2.4 Furniture, furnishings and displays.** Add Subsection as follows: **807.5.2.4 Furniture, furnishings and displays.** Furniture, furnishings, displays or other objects shall be prohibited in exit corridors serving Group E occupancies.~~

~~**Exception:** Furniture, furnishings, displays, and other objects shall be permitted in exit corridors when secured in place and not located in any portion of the required 72-inch exit corridor width or other required element of the means of egress. Upholstered furniture shall meet the requirements for Class I when tested in accordance with NFPA 260.~~

~~**901.3. Permits.** Delete and substitute as follows: **901.3 Permits.** Permits shall be required as set forth in Sections 107 and 108.~~

~~**901.6. Inspection, testing and maintenance.** Add the following to the first sentence after the word constructed: "or were voluntarily installed."~~

**[FOR REFERENCE ONLY:** Section 901.6 will be replaced by Section 901.6 of the Statewide Fire Prevention Code, as follows: 901.6 Inspection, testing and maintenance. To the extent that equipment, systems, devices, and safeguards, such as fire detection, alarm and extinguishing systems, which were provided and approved by the building official when constructed, shall be maintained in an operative condition at

all times. And where such equipment, systems, devices, and safeguards are found not to be in an operative condition, the fire official shall order all such equipment to be rendered safe in accordance with the USBC.]

**901.6.3. Periodic retests.** Add Subsection as follows: **901.6.3 Periodic retests.** Periodic inspections and tests required under this chapter shall be witnessed by the fire official. The fire official shall collect fees from the building owner or tenant for the witnessing of tests required under this section, based on staff hours expended witnessing these tests.

**901.6.3.1. Reinspection and testing fees.** Add Subsection as follows: **901.6.3.1 Testing and reinspection fees.** Fees for witnessing the testing and reinspection of existing fire protection equipment and systems shall be assessed as listed under Subsection 107.2. A fee, based on hours reserved, shall be assessed for inspections not cancelled with notice.

~~**901.7. Systems out of service.** Delete first two paragraphs and substitute as follows: "Where a fire protection system is out of service, the fire department and the fire official shall be notified immediately and, where required by the fire official, the building shall either be evacuated or an approved fire watch shall be provided for all premises left unprotected by the shut down until the fire protection system has been returned to service."~~

~~Where utilized, fire watches shall be provided with at least one approved means for notification of the fire department and the only duty of the fire watch shall be to perform constant patrols of the protected premises and keep watch for fires." Keep remainder of section."~~

**[FOR REFERENCE ONLY:** This section will be replaced by Section 901.7 of the Statewide Fire Prevention Code, as follows:

901.7 Systems out of service. Where a required *fire protection system* is out of service, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall be either evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the shutdown until the *fire protection system* has been returned to service.

Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.]

~~**901.8. Removal of or tampering with equipment.** Delete and substitute: 901.8 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with, damage, destroy, use without just cause or authorization, or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system, or other fire appliance required by this code or installed in any building or~~

1 structure within the county except for the purpose of extinguishing fire, training  
 2 purposes, recharging or making necessary repairs, or when approved by the fire  
 3 official.  
 4

5 **[FOR REFERENCE ONLY:** This section will be replaced by Section 901.8 of  
 6 the Statewide Fire Protection Code, as follows: **901.8 Removal of or tampering with**  
 7 **equipment.** It shall be unlawful for any person to remove, tamper with, or otherwise  
 8 disturb any fire hydrant, fire detection and alarm system, fire suppression system, or  
 9 other fire appliance required by this code or the applicable building code except for the  
 10 purpose of extinguishing fire, for training purposes, for recharging or making necessary  
 11 repairs, or where approved by the fire code official.]  
 12

13 ~~**901.11. Hydrants and water mains.** Add Subsection as follows: 901.11~~  
 14 ~~Hydrants and water mains. It shall be unlawful for any person to use, tamper with,~~  
 15 ~~damage, or destroy any fire hydrant, valve, or water main within the county, except~~  
 16 ~~that fire departments may use such hydrants for fire fighting or training purposes.~~  
 17 ~~Such hydrants may be used by a person who has obtained a permit for its use from~~  
 18 ~~the public authority or utility having jurisdiction over these items. A person who has a~~  
 19 ~~valid permit shall comply with all policies as outlined on the permit or application.~~  
 20

21 **[FOR REFERENCE ONLY:** This section shall be replaced by Section 901.11  
 22 of the Statewide Fire Prevention Code, for numbering purposes only, as follows:  
 23 901.11 Defective equipment. When the fire official determines through investigation or  
 24 testing or reports by a nationally recognized testing agency that specific, required water  
 25 sprinkler or water-spray extinguishing equipment has been identified as failing to  
 26 perform or operate through not less than 30 randomly selected sprinkler heads at four  
 27 or more building sites anywhere in the nation, the fire official shall order all such  
 28 equipment to be rendered safe.]  
 29

30 ~~**905.12. Testing.** Add Subsection as follows: 905.12 Testing. All standpipe fire~~  
 31 ~~lines in all buildings and structures shall be tested at least every 5 years in accordance~~  
 32 ~~with NFPA 25. In buildings and structures, wet and dry pipe systems shall meet the~~  
 33 ~~flow demands required at the time of installation or as required by Subsection 905.2.~~  
 34 ~~At the time of the test all control valves, including those inside hose cabinets, shall be~~  
 35 ~~operated and then reset in their proper positions to insure the workability of these~~  
 36 ~~valves. Wet and dry systems which do not meet the flow requirements established at~~  
 37 ~~the time of installation or as required by this section shall be required to install~~  
 38 ~~automatic fire pumps or tanks if deemed necessary by the fire official for the~~  
 39 ~~occupancy of the building.~~  
 40

41 **901.12 Unwanted or Nuisance alarms.** Add Subsection as follows: 901.12 Unwanted or  
 42 Nuisance alarms. Inspection fees shall be as in Table 107.2 and 109.6. Whenever unwanted  
 43 nuisance fire alarm activations occur in any occupancy exceed three in a 90- day period, the fire  
 44 official may require the owner or occupant to conduct a test of the fire protection system causing  
 45 the nuisance alarm. Testing shall be in accordance with section 901.6.3.  
 46

1. For the purpose of this section, an unwanted or nuisance alarm is deemed to occur whenever the fire official or fire department officer in charge responding to a fire alarm call shall determine, after investigation, that faulty equipment initiated the alarm.
2. As soon as possible following the unwanted or nuisance alarm determination, the responding officer in charge shall cause the Office of the Fire Marshal to be notified in writing of the facts and circumstances supporting the determination that faulty fire protection equipment initiated the alarm.
3. Whenever an owner or occupant is required by this section to conduct testing of a fire protection system, the fire official shall notify the owner or occupant in writing and prescribe a certified test consistent with standard procedures and a report of such testing shall be provided to the fire official upon request.

**907.7.5.2. Posting of Central Station Monitoring Company.** Add Subsection as follows: 907.7.5.2 Posting of Central Station Monitoring Company. The name, telephone number, and account number of the current central station monitoring company shall be posted and maintained inside the fire alarm control panel. If the fire alarm system is not monitored, that fact shall be posted and maintained inside the fire alarm control panel.

**907.8.6 Posting of central station monitoring company and point of contact.** Add Subsection as follows: 907.8.6 Posting of central station monitoring company and point of contact. The name, telephone number, and account number of the current central station monitoring company shall be posted and maintained inside the fire alarm control panel. Information for an alternate contact such as the building owner or representative shall also be posted. If the fire alarm system is not monitored, that fact shall be posted and maintained inside the fire alarm control panel, along with the building owner or representative contact information.

**907.9.5.1. Faulty alarms.** Add Subsection as follows: 907.9.5.1 Faulty alarms. Inspection fees shall be as in Table 107.2 and 109.6. Whenever faulty or nuisance fire alarm activations occurring in any occupancy exceed 3 in a 90 day period, the fire official may require the owner or occupant to conduct a witnessed test of the fire protection system causing the faulty or nuisance alarm. Witnessed testing shall be in accordance with section 901.6.3.

1. For the purpose of this section, a faulty or nuisance alarm is deemed to occur whenever the fire official or fire department officer in charge responding to a fire alarm call shall determine, after investigation, that faulty equipment initiated the alarm.

2. As soon as possible following the faulty or nuisance alarm determination, the responding officer in charge shall cause the Fire Marshal's Office to be notified in writing of the facts and circumstances supporting the determination that faulty fire protection equipment initiated the alarm.

3. Whenever an owner or occupant is required by this section to conduct witnessed testing of a fire protection system, the fire official shall notify the owner or occupant in writing and prescribe a certified test consistent with standard procedures to be witnessed by the fire official or his designee.

**[FOR REFERENCE ONLY:** Section 907.9 is deleted in the Statewide Fire Prevention Code.]

**~~1030.1. General. Add exception:~~**

~~Exception: Means of egress conforming to the requirements of the building code under which they were constructed shall be considered as complying means of egress if, in the opinion of the fire code official, they do not constitute a distinct hazard to life.~~

**[FOR REFERENCE ONLY:** This section will be replaced by Section 1030.1 of the Statewide Fire Prevention Code, which reads: 1030.1 General. Emergency escape and rescue openings of a building, including those in R-2, R-3, R-4 and R-5 occupancies, shall be maintained in accordance with the applicable building code.]

**~~1030.3. Obstructions.~~** ~~Add the following sentence at the end of the existing subsection. No person shall sit, stand, or otherwise obstruct any means of egress or element of means of egress.~~

**[FOR REFERENCE ONLY:** This section will be replaced by Section 1030.3 of the Statewide Fire Protection Code, as follows: 1030.3 Maximum height from floor. Emergency escape and rescue opening height from the floor, as measured in accordance with the applicable building code, shall be maintained.]

**~~1101.3. Permits.~~** ~~Delete and substitute: 1101.3 Permits. Permits shall be required to operate aircraft-refueling vehicles, application of flammable or combustible finishes, and hot work as set forth in Sections 107 and 108.~~

**~~1106.11.5.~~** ~~Notification of the fire department. Add the following to the end of the section: The procedures as set forth in Section 2703.3.1 shall also be followed.~~

**[FOR REFERENCE ONLY:** The Statewide Fire Prevention Code deleted Chapter 11 in its entirety.]

**~~1201.2. 1201.4 Permits.~~** ~~Delete and substitute as follows: 1201.2 1201.4 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

**[FOR REFERENCE ONLY:** This section is replaced by Section 1201.2 of the Statewide Fire Protection Code: 1201.2 Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be maintained in accordance with Chapter 12, NFPA 70 and the applicable building code.]

**~~1301.2. Permits.~~** ~~Delete and substitute as follows: 1301.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~1501.2. Permits. Delete and substitute as follows: 1501.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~1601.2. Permits. Delete and substitute as follows: 1601.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~1701.2. Permits. Delete and substitute as follows: 1701.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~1801.5. Permits. Delete and substitute as follows: 1801.5 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~1901.2. Permits. Delete and substitute as follows: 1901.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

**[FOR REFERENCE ONLY:** The Statewide Fire Prevention Code deletes Chapters 13-19 in their entirety.]

~~2001.2. Permits. Delete and substitute as follows: 2001.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

**[FOR REFERENCE ONLY:** This section is replaced by Section 2001.2 of the Statewide Fire Prevention Code, as follows: 2001.2 Regulations not covered. Regulations not specifically contained herein pertaining to airports, aircraft maintenance, aircraft hangars and appurtenant operations shall be in accordance with nationally recognized standards.]

**2001.3. Permits.** Delete and substitute as follows: 2001.3 Permits. For permits to operate aircraft-refueling vehicles, application of flammable or combustible finishes and hot work shall be required as set forth in Sections 107 and 108.

**2006.11.5 Notification of the fire department.** Delete and substitute as follows: 2006.11.5 Notification of the fire department. The fire department shall be notified of any fuel spill that is considered a hazard to people or property or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than 10 feet (3048 mm).
2. The spill area is greater than 50 square feet (4.65 m<sup>2</sup>).
3. The fuel flow is continuous in nature.
4. The procedures as set forth in section 5003.3.1 shall also be followed.

~~2101.2. Permits. Delete and substitute as follows: 2101.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

~~2201.2. Permits. Delete and substitute as follows: 2201.2 Permits. Permits shall be required as set forth in Sections 107 and 108.~~

1       **2301.2. Permits.** Delete and substitute as follows: **2301.2 Permits.** Permits  
2 shall be required as set forth in Sections 107 and 108.

3  
4       ~~**2403.2. Approval required.** Delete and substitute subsection as follows:~~  
5 ~~2403.2 Approval required. Tents and temporary membrane structures shall not be~~  
6 ~~erected, operated or maintained for any purpose without first obtaining a permit and~~  
7 ~~approval from the fire code official.~~

8       ~~Exceptions:~~

- 9       ~~1. Tents used exclusively for recreational camping purposes.~~  
10       ~~2. Tents and air-supported structures that cover an area of 900 square feet or~~  
11 ~~less; including all connecting areas or spaces with a common means of egress; and~~  
12 ~~with an occupant load of less than 50 persons.~~

13  
14       **[FOR REFERENCE ONLY:** This subsection is recodified at 3103.2.]

15  
16       ~~**2403.4. Permits.** Delete and substitute as follows: 2403.4 Permits. Permits~~  
17 ~~shall be required as set forth in Sections 107 and 108.~~

18  
19       ~~**2404.15.5.1. Flame propagation performance treatment.** Add Subsection as~~  
20 ~~follows: 2404.15.5.1 Flame propagation performance treatment. All tents and~~  
21 ~~membrane structures where cooking is performed shall be composed of material~~  
22 ~~meeting the flame propagation performance criteria of NFPA 701 or shall be treated~~  
23 ~~with a flame retardant in an approved manner that meets the flame propagation~~  
24 ~~performance criteria of NFPA 701, and such flame propagation performance criteria~~  
25 ~~will be effective for the period specified by the permit.~~

26  
27       **[FOR REFERENCE ONLY:** This section is replaced by Section 3104.2 of the  
28 Statewide Fire Prevention Code, as follows: 3104.2 Flame propagation performance  
29 treatment. Before a permit is granted, the owner or agent shall file a certificate executed  
30 by an approved testing laboratory certifying that the tents and membrane structures and  
31 their appurtenances; sidewalls, drops, and tarpaulins; floor coverings, bunting, and  
32 combustible decorative materials and effects, including sawdust where used on floors or  
33 passageways, are composed of material meeting the flame propagation performance  
34 criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701 or shall be  
35 treated with a flame retardant in an approved manner and meet the flame propagation  
36 performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701,  
37 and that such flame propagation performance criteria are effective for the period  
38 specified by the permit.]

39  
40       **2501.2. Permits.** Delete and substitute as follows: **2501.2 Permits.** Permits  
41 shall be required as set forth in Sections 107 and 108.

42  
43       **2601.2. Permits.** Delete and substitute as follows: **2601.2 Permits.** Permits  
44 shall be required as set forth in Sections 107 and 108.  
45

**2701.5. Permits.** Delete and substitute as follows: **2701.5 Permits.** Permits shall be required as set forth in Sections 107 and 108.

~~**2701.5.1. Hazardous material management plan.** Delete and substitute first sentence as follows: Where required by the fire code official, each application for a permit shall include a Hazardous Materials Management Plan (HMMP) that includes a floor plan, information on hazardous material handling and chemical compatibility, monitoring methods, security precautions, hazard identification, inspection procedures, spill/release prevention measures, spill/release control and emergency response procedures, employee training, and available emergency equipment."~~

~~**2701.5.2. Hazardous Materials Inventory Statement (HMIS).** Change last sentence as follows: The HMIS shall be maintained onsite or readily available through another means where approved by the fire code official for use by emergency and/or temporary responders, and shall be updated annually.~~

~~**2703.3.1. Unauthorized discharges.** Delete and substitute as follows:~~  
~~2703.3.1 Notification of unauthorized discharges. Any person who witnesses, discovers, or otherwise has knowledge of a spill, leak or other release of a hazardous material or other material that may negatively impact the environment, regardless of quantity, shall immediately report such spill, leak or release to the Department of Public Safety Communications and to the Fire Marshal. The owner and the tenant or other person in control of the premises when a leak or spill occurs, or when a leak or spill is discovered, shall be fully responsible for the containment, cleanup, and disposal of the hazardous materials to the satisfaction of the fire official. For the purposes of this subsection, the phrase "Person in Control" means any firm, business, corporation, or person, who is solely or jointly in control of all or any portion of the premises, facility, building, structure, vehicle, device, other property, substance, material, gas, liquid, chemical, or condition regulated by this code. A person in control includes an owner, operator, permit holder, tenant, occupant, manager, employee, agent, contractor, attendant, or other person regardless of rank or authority. The procedure as set forth in Sections 2703.3.1.1 through 2703.3.1.4 shall also be followed.~~

**[FOR REFERENCE ONLY:** The Statewide Fire Prevention Code deleted this section.]

**2801.2. Permits.** Delete and substitute as follows: **2801.2 Permits.** Permits shall be required as set forth in Sections 107 and 108.

~~**2901.3.**~~ **2901.2 Permits.** Delete and substitute as follows: ~~**2901.3**~~ **2901.2 Permits.** Permits shall be required as set forth in Sections 107 and 108.

**3001.2. Permits.** Delete and substitute as follows: **3001.2 Permits.** Permits shall be required as set forth in Sections 107 and 108.

**3101.2. Permits.** Delete and substitute as follows: **3101.2 Permits.** Permits shall be required as set forth in Sections 107 and 108.

**3103.2. Approval required.** Delete and substitute as follows: **3103.2 Approval required.** Tents and temporary membrane structures having an area in excess of 900 square feet (84 square meters) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official in accordance with Table 107.2

**Exceptions:**

1. Tents used exclusively for recreational camping purposes.

**3103.4. Permits.** Delete and substitute as follows: **3103.4 Permits.** Permits shall be required as set forth in Sections 107 and 108.

**3104.5 Fireworks.** Add Subsection as follows: **3104.5 Fireworks.** Fireworks shall not be manufactured stored, sold, displayed, or used inside or within 100 feet of tents or membrane structures.

**3201.2. Permits.** Delete and substitute as follows: **3201.2 Permits.** Permits shall be required as set forth in Sections 107 and 108.

~~**3301.1. Scope.** In the first sentence insert the word "transportation" after the word manufacture. Add the following sentence at the end of the existing Subsection: The manufacture of explosives in Fairfax County shall be prohibited. Delete exception 8. Transportation in accordance with DOT 49 CFR Parts 100-178 and exception 10. The storage, handling, or use of explosives or blasting agents pursuant to the provisions of Title 45.1 of the Code of Virginia.~~

**[FOR REFERENCE ONLY:** This section will be replaced, to align with the numbering in the Statewide Fire Prevention Code, by Section 3301.1, as follows: This chapter shall apply to structures in the course of construction, *alteration*, or demolition, including those in underground locations. Compliance with NFPA 241 is required for items not specifically addressed herein.]

**3301.1.6. Manufacturing.** Delete and add Section 5601.0.6.

**3301.1.7 Permit required for sale of explosive materials.** Delete and add Section 5601.1.7.

**3301.1.7.1 Storage & Handling in Sales of Explosive Materials.** Delete and add Section 5601.1.7.1

**3301.2.4 Insurance Required for blasting.** Delete and add Section 5601.2.4.

~~**3301.2.5 Vehicle permit.** Add subsection as follows: **3301.2.5 Vehicle permit.** Each vehicle transporting explosive materials within the County shall be required to~~

1 obtain a vehicle permit from the fire official. The permit shall be valid for 6 months and  
 2 shall be revoked for failure to maintain the vehicle in a safe operating condition in  
 3 compliance with DOTn 49 CFR. Permit fees shall be as listed in section 107.2.  
 4

5 **3301.4.1. Certification of blasters.** Delete the words: "Exception: The owner  
 6 of real estate parcels of five or more acres conforming to the definition of 'real estate  
 7 devoted to agricultural use' or 'real estate devoted to horticulture use' in Va. Code §  
 8 58.1-3230 when blasting on such real estate."  
 9

10 **[FOR REFERENCE ONLY:** This section will be replaced by Section 5601.4.1 of  
 11 the Statewide Fire Prevention Code, as follows:  
 12

13 **5601.4.1 Certification of blasters and pyrotechnicians.**

14 Certificates as a *restricted blaster*, *unrestricted blaster* or *pyrotechnician* will be issued  
 15 upon proof of successful completion of an examination *approved* by the SFMO  
 16 commensurate to the certification sought and completion of a background investigation  
 17 for compliance with § 27-97.2 of the Code of Virginia. The applicant for certification shall  
 18 submit proof to the SFMO of the following experience:

- 19 1. For certification as a *restricted blaster*, at least 1 year under direct  
 20 supervision by a certified *unrestricted blaster*, certified *restricted blaster* or other  
 21 persons *approved* by the SFMO.
- 22 2. For certification as an *unrestricted blaster*, at least 1 year under direct  
 23 supervision by a certified *unrestricted blaster* or other person or  
 24 persons *approved* by the SFMO.
- 25 3. For certification as a *pyrotechnician*, *aerial*, or *pyrotechnician*, *proximate*,  
 26 applicant was in responsible charge of or has assisted in the documented *design*,  
 27 setup and conducting of a *fireworks* display on at least six occasions within the  
 28 24 months immediately preceding the application for certification.  
 29

30 The SFMO shall process all certification applicants for compliance with § 27-97.2 of  
 31 the Code of Virginia and will be the *sole provider* of *blaster* and *pyrotechnician*  
 32 *certifications*.  
 33

34 **Exception:** The use of *explosives* by the *owner* of real estate parcels of five or more  
 35 acres conforming to the definition of "real estate devoted to agricultural use" or "real estate  
 36 devoted to horticultural use" in § 58.1-3230 of the Code of Virginia when blasting on such  
 37 real estate.]  
 38

39 **3301.4.6. Certification of contractors.** Add Subsection as follows: 3301.4.6  
 40 Certification of contractors. Permits for the storage, handling, transportation or use of  
 41 explosives shall only be issued to those companies which are licensed in Fairfax  
 42 County by the Fire Marshal's Office. Firms making application for a permit to transport  
 43 explosives must employ at least one licensed commercial driver with hazmat  
 44 endorsement. Firms making application for a permit to handle or use explosives must  
 45 employ at least one certified restricted or unrestricted blaster as appropriate for the  
 46 type of blasting to be conducted. A certified restricted or unrestricted blaster must sign

~~all applications to handle or use explosives where the intent is to detonate explosives under the auspices of the permit.~~

**3301.1.7 Seizure.** The fire official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials, or fireworks offered or exposed for sale, stored, possessed, or used in violation of this chapter.

**[FOR REFERENCE ONLY: This Section will be replaced by Section 5601.7.]**

**3302.1. Definitions.** Add the following definitions:

~~*Approved:* Approved by the County Fire Marshal's Office.~~

~~*Blast Area.* The area of a blast, including the blast site and adjacent areas that could reasonably be expected to be within the influence of flying material, fumes, and/or concussion as a result of the blasting operation being conducted.~~

~~*Blast Site.* The area in which explosive materials are being handled and which includes all boreholes to be loaded for a blast and a distance of 50 feet in all directions, as measured from the perimeter formed by the boreholes to be loaded.~~

~~*Blasting.* The process of moving, heaving, breaking, or shattering soils and rocks, or doing other work, such as the demolition of structures or research and testing, that generates seismic waves through the use of energetic materials in chemical reactions, explosions, or other detonations or deflagrations.~~

~~*Congested Area.* An urban, suburban, or industrialized area in which multiple structures may be impacted by the effects of blasting operations.~~

~~*Flyrock.* Any dirt, mud, stone, fragmented rock, or other material that is displaced from the blast area in an uncontrolled or unplanned manner by the effects of a blast.~~

~~*Laboratory.* A facility that provides controlled conditions in which scientific research, experiments, and measurement may be performed.~~

~~*Misfire.* Any explosive material, explosive charge, blast, or portion thereof which failed to function as intended.~~

~~*Retailer.* Any persons selling fireworks or explosive materials and/or offering fireworks or explosive materials for retail sale.~~

~~*Temporary storage (of explosives).* Storage of explosive materials for not more than 24 hours.~~

~~*Wholesaler.* A person, firm, or corporation offering fireworks or explosive materials for sale or selling fireworks or explosive materials to a retailer. Such term also includes a manufacturer of fireworks or explosive materials, a representative of any such~~

1 manufacturer, a distributor, a jobber, or a middleman of any description dealing in  
 2 fireworks or explosive materials, any of whom shall sell or offer to sell fireworks or  
 3 explosive materials to a retailer within the county.

4 **[FOR REFERENCE ONLY:** This section is replaced by Section 5601.2]

5  
 6 **3303.1. General.** Insert the word "sale," to the first line after the words  
 7 "Records of the" and before the word "receipt."

8  
 9 **[FOR REFERENCE ONLY:** This section is deleted and recodified at Section  
 10 5603.1.]

11  
 12 **3303.2. Transactions record.** Insert the word "sale," on the second line after the  
 13 words "transactions involving the" and before the word "receipt."

14  
 15 **[FOR REFERENCE ONLY:** Due to renumbering, this section will be replaced by  
 16 Section 3303.2 of the 2018 Statewide Fire Prevention Code, as follows: Oil-fired heaters  
 17 shall comply with Section 603.]

18  
 19 ~~**3303.3. Loss, theft or unauthorized removal.** Insert the following before the~~  
 20 ~~first sentence: The Fairfax County Fire Marshal shall be immediately notified by~~  
 21 ~~telephone of the loss or theft of any explosives. The verbal notification shall be~~  
 22 ~~immediately followed by a letter to the Fire Marshal's Office giving complete details as~~  
 23 ~~to type, amounts manufacturer and all other relevant facts.~~

24  
 25 **[FOR REFERENCE ONLY:** This section is replaced by Section 5603.3 of the  
 26 Statewide Fire Protection Code, as follows:

27  
 28 **5603.3 Loss, theft or unauthorized removal.** The loss, theft or unauthorized  
 29 removal of *explosive materials* from a magazine or permitted facility shall be  
 30 reported to the *fire code official*, local law enforcement authorities and the U.S.  
 31 Department of Treasury, Bureau of Alcohol, Tobacco, Firearms and Explosives  
 32 within 24 hours.

33  
 34  
 35 **Exception:** Loss of Division 1.4G (consumer fireworks) need not be reported to  
 36 the Bureau of Alcohol, Tobacco, Firearms and Explosives.

37  
 38 ~~**3303.4. Accidents. Delete and substitute: 3303.4 Accidents.** Any blasting~~  
 39 ~~misfires, malfunctions, injuries or other unintended blasting related events or~~  
 40 ~~accidents involving the use of explosives, explosive materials, or fireworks shall~~  
 41 ~~be reported to the fire official immediately.~~

42  
 43 **[FOR REFERENCE ONLY:** Refueling operations for liquid-fueled equipment or  
 44 appliances shall be conducted in accordance with Section 5705. The  
 45 equipment or appliance shall be allowed to cool prior to refueling.]

**~~3303.8. Improper storage.~~** Add Subsection as follows: ~~3303.8 Improper storage. If at any time Division 1.3G fireworks, explosives, or explosive materials are found not properly stored in a magazine, it shall immediately be reported to the Fairfax County Fire Marshal's Office which will take possession thereof for the purpose of safeguarding and/or disposal of such explosives.~~

**~~3304.1. General.~~** Insert the words "and transportation" to the first line after the word storage.

**~~3304.1. General.~~** Add at the end of the existing Subsection: ~~The overnight storage of explosive materials, including Division 1.3G fireworks, is prohibited. Exceptions:~~

~~1. Overnight storage approved by a special use permit issued by the Fairfax County Board of Supervisors.~~

~~2. Explosive materials used for laboratory testing purposes, up to 1 pound total in storage of which no more than ¼ pound is in use at any time, when approved by the Fire Code Official and stored in compliance with the magazine requirements of 3304.3.~~

~~3. Explosive materials in temporary storage for a period of not more than 7 days for specialized blasting operations such as the demolition of structures or loading of similarly complex blasts, when approved by the Fire Code Official. Storage for more than 7 days shall necessitate approval of the Fairfax County Board of Supervisors.~~

~~4. Wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive activated power tools in quantities involving less than 500 pounds total explosive material.~~

~~5. The temporary storage of fireworks at display sites in accordance with 3308.5 and NFPA 1123 or NFPA 1126.~~

**[FOR REFERENCE ONLY:** This section is deleted and recodified as 5604.1.1.]

**~~3304.1.1. Enforcement.~~** Add Subsection as follows: ~~3304.1.1 Enforcement. The Fairfax County Fire Marshal shall enforce the regulations contained herein pertaining to the intra-county transportation of explosives.~~

**[FOR REFERENCE ONLY:** This section is deleted and recodified as Section 5604.1.1.2.]

**~~3304.1.1.1 Notification.~~** Add Subsection as follows: ~~3304.1.1.1 Notification. Operators of vehicles transporting explosives in Fairfax County shall immediately notify the Fire Official upon experiencing a mechanical breakdown or being otherwise unable to move.~~

**[FOR REFERENCE ONLY:** This section is deleted and recodified as Section 5604.1.1.3.]

**3304.1.2. Driver qualifications.** Add Subsection as follows: 3304.1.2 Driver qualifications. Vehicles transporting explosives shall be in the custody of drivers who are physically fit, careful, capable, reliable, able to read and write the English language, not addicted to the use or under the influence of intoxicants, narcotics, illegal drugs, physically or mentally impairing prescription drugs, or any other medications. Such drivers shall be familiar with state and county traffic regulations, the provisions of this article governing the transportation of explosives, and possess a valid commercial driver's license with the proper endorsements and other qualifications as prescribed by US DOT 49 CFR Part 383. Drivers of vehicles engaged in the intra-county transportation of explosives shall have received training in compliance with the requirements of DOTn 49 CFR Parts 172 and 177 which has been verified by the Fairfax County Fire Marshal's Office.

**3304.1.3. Transfer of explosive materials.** Add subsection as follows: 3304.1.3 Transfer of explosive materials. The on-site delivery of explosive materials where explosives would be transferred from the delivery vehicle to an on-site vehicle shall be prohibited without the prior approval of the Fire Marshal. Approval of on-site delivery will be dependent on an inspection of the proposed transfer site. Such operations will only be approved where:

1. Transfer is from the magazine of the delivery vehicle directly to the magazine of the receiving vehicle(s).

2. All vehicles delivering and/or receiving explosive materials shall possess a valid Explosives Transport Vehicle permit.

3. The area of the transfer is barricaded and posted.

4. An appropriate guard shall be posted to ensure the safety and security of the transfer operations and prevent unauthorized persons from entering the transfer area.

5. Transfer of explosive materials will cease and all explosive materials will be secured immediately upon entry of an unauthorized person into the transfer area.

6. Transfer shall be conducted in accordance with an approved blast plan.

**[FOR REFERENCE ONLY – This section is deleted and recodified as 5604.1.2.]**

**3304.2.1. Control in wholesale and retail stores.** Add Subsection as follows: 3304.2.1 Control in wholesale and retail stores. The storage or display of explosives and blasting caps in wholesale and retail stores is prohibited.

**[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5604.2.1.]**

**3304.3 Magazines.** ~~Magazines. Add the following at the end of the Subsection:~~  
Explosive materials in overnight storage, regardless of quantity, shall utilize Type 1 or Type 2 magazines as approved by the Fire Code Official. Regardless of magazine type, storage of explosives in non-sprinklered buildings is prohibited.

[FOR REFERENCE ONLY: This section is deleted and recodified as 5604.3.]

**3307.3 Blasting in congested areas.** ~~Delete entire subsection and substitute as follows: 3307.3 Blasting in congested areas or in close proximity. When blasting is done in a congested area or in close proximity to a structure, railway or highway, or any other installation, precautions in the loading, delaying, initiation, and confinement of blasts shall be taken to minimize flyrock, earth vibrations, and air overpressure effects. Sufficient burden, spacing, stemming, blasting mats, or other protective means shall be taken to prevent flyrock.~~

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5607.3.]

**3307.3.1 Pre-blast surveys.** ~~Add Subsection as follows: 3307.3.1 Pre-blast surveys. A pre-blast survey shall be performed on each structure located within a minimum of 150 feet and any well located within a minimum of 250 feet of the blast site. Written confirmation that the pre-blast survey has been done shall be maintained by the blasting contractor. Requests for access to structures for pre-blast surveys shall be made by certified mail to the last known address of the owner(s) of any structures located within the pre-blast survey areas as defined herein. If permitted by the owner(s), said pre-blast surveys shall be conducted to determine the pre-blast conditions of these structures. A minimum of 14 days notice shall be provided for the scheduling of the pre-blast survey. Documentation consisting of a written acknowledgement that the survey has been performed or declined by the property owner and a map depicting the above referenced 150 and 250 foot radius, shall be provided to the Fire Marshal at the time of the Explosive Use Site Permit Inspection meeting.~~

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5607.3.1.]

**3307.3.2. Pre-blast notification.** ~~Add Subsection as follows: 3307.3.2 Pre-blast notification. All structures located within a minimum of 300 feet of the blast site shall be notified of the scheduled blasting 10 days prior to blasting and no blasting shall occur until such notice has been given.~~

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5607.3.2.]

**3307.5 Utility notification.** ~~Delete entire subsection and substitute as follows: 3307.5 Utility notification. Whenever blasting is being conducted in the vicinity of utility lines~~

1 or rights-of-way, the blaster shall notify the appropriate representatives of the utilities at  
2 least 5 business days in advance of blasting, specifying the location and intended time of  
3 such blasting. Verbal notices shall be confirmed with written notices. Blasting operations will  
4 not proceed until the owners/operators of utilities have been contacted and measures for  
5 safe control have been taken.

6  
7 **[FOR REFERENCE ONLY: This section is deleted and recodified as 5607.3.2.]**  
8

9 **3307.7 Nonelectric detonator precautions.** Add sentence at the end of the existing  
10 subsection as follows: Blast initiation devices shall not be connected to non-electric systems  
11 until the blast area is secured, traffic is stopped if necessary, and audible warnings have  
12 been sounded.

13  
14 **[FOR REFERENCE ONLY: This section is deleted and recodified as Section**  
15 **5607.7.]**  
16

17 **3307.8 Blasting area security.** Delete entire subsection and substitute as follows:  
18 **3307.8 Blasting area security.** Beginning at the time that explosive materials arrive on site,  
19 only authorized persons engaged in loading operations or otherwise authorized to enter the  
20 site shall be allowed at the blast site. Beginning with the time that individual loaded  
21 boreholes are connected together, only authorized persons engaged in blasting operations  
22 or otherwise authorized to enter the area shall be allowed within the blast area. No activity  
23 of any nature other than that which is required for loading holes with explosives shall be  
24 permitted within the blast area. The blast site and blast area shall be guarded or barricaded  
25 and posted. Blast area security shall be maintained until after the post-blast inspection has  
26 been completed.

27  
28 **[FOR REFERENCE ONLY: This section is deleted and recodified as Section**  
29 **5607.8.]**  
30

31 **3307.9. Drill holes.** Add sentence at the end as follows: Loaded boreholes  
32 shall not be left unattended.

33  
34 **[FOR REFERENCE ONLY: This section is deleted and recodified as Section**  
35 **5607.9.]**  
36

37 **3307.9.1 Equipment for loading and stemming.** Add subsection as follows:  
38 **3307.9.1 Equipment for loading and stemming.** Only equipment and machinery necessary to  
39 load boreholes shall be allowed within the blast site after the arrival of explosives. Said  
40 equipment or machinery shall not be operated over loaded boreholes or at any location  
41 where there is a potential to contact explosive materials. Equipment and machinery used to  
42 stem loaded boreholes shall not be operated within the blast site once loading operations  
43 begin.

44  
45 **[FOR REFERENCE ONLY: This section is deleted and recodified as Section**  
46 **5607.9.1.]**

**~~3307.9.2 Stemming of loaded boreholes.~~** Add subsection as follows: 3307.9.2 Stemming of loaded boreholes. All boreholes loaded with explosives shall be stemmed to the collar or to a point which will confine the charge. Stemming shall be a minimum of 4 feet unless otherwise approved. Stemming will be stone appropriately sized to the borehole diameter. Drill cuttings shall not be used as stemming material.

**[FOR REFERENCE ONLY:** This section is deleted and recodified to as Section 5607.9.2.]

**~~3307.13 Firing control.~~** Delete subsection and substitute as follows: 3307.13 Firing control. No blast shall be fired until the blaster in charge has made certain that all surplus explosive materials are in a safe place in accordance with Section 3307.10, all persons and equipment are removed from the blast area or protected under approved cover, and that an adequate warning signal audible throughout the blast area has been given.

**[FOR REFERENCE ONLY:** This section is deleted and recodified as Section 5607.13.]

**~~3307.16 Blast records.~~** Delete subsection and substitute as follows: 3307.16 Blast records. A record of each blast shall be created immediately following the blast and retained for at least five years and shall be available for inspection by the fire code official. When required by the fire code official, the diameter and depth of boreholes, type and amount of explosives, and explosives per delay period shall be listed for each individual borehole and not averaged over the entire site. The record shall contain the following minimum data:

- ~~1. Name of contractor~~
- ~~2. Location and time of blast~~
- ~~3. Name of certified blaster in charge~~
- ~~4. Type of material blasted~~
- ~~5. Number of holes bored and spacing~~
- ~~6. Diameter and depth of holes~~
- ~~7. Type and amount of explosives~~
- ~~8. Amount of explosive per delay of 8 milliseconds or greater~~
- ~~9. Method of firing and type of circuit~~

~~10. Direction and distance in feet to nearest dwelling, public building, school, church, commercial building, institutional building, or other installation~~

~~11. Weather conditions~~

~~12. Whether or not mats or other precautions were used~~

~~13. Type of detonator and delay period~~

~~14. Type and height of stemming~~

~~15. Seismograph record when utilized~~

~~Exception: Subdivisions 8 and 13 of this section are not applicable to restricted blasters.~~

**[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5607.16.]**

~~**3307.17 Blasting in asbestos rock.** Add Subsection as follows: 3307.17 Blasting in asbestos rock. Blasting operations conducted in rock or soils that present a hazard to public health through dust generation or other effects of drilling and blasting must be reported as such to the Fire Marshal and the blaster in charge must obtain and maintain all necessary health, safety, and environmental permits or approvals.~~

**[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5607.17.]**

~~**3307.18. Blast effects monitoring.** Add subsection as follows: 3307.18 Blast effects monitoring. All blasts occurring within the County will be monitored by at least one seismograph placed in proximity to the nearest structure to the blast. The seismograph must be capable of monitoring both ground vibration and air overpressure and the blaster in charge must be able to provide the results of blast monitoring on-site immediately following the blast. Additional seismographs may be required by the Fire Code Official as conditions at the blast warrant.~~

~~1. All seismographs will be properly calibrated by a qualified firm. Annually, calibration records shall be presented to the Fire Code Official upon request.~~

~~2. Adequate trigger levels shall be set for the blast being conducted but at no time less sensitive than:~~

~~a. Ground vibration: 0.05 inches per second peak particle velocity.~~

~~b. Air blast: 100 decibels.~~

~~c. Recording time: 5 seconds.~~

~~3. GPS coordinates documenting the location of each seismograph used in mineral mining will be included in the blasting records required in 3307.16.~~

**[FOR REFERENCE ONLY:** This section is deleted and recodified as Section 5607.18.]

~~**3307.19 Detonating cord and safety fuse.** Add subsection as follows: 3307.19 Detonating cord and safety fuse. The use of detonation cord in blasting and explosives operations will comply with NFPA 495 and the requirements listed in 29 CFR 1926.908(a) through (j). Safety fuse shall be used only where approved by the fire official. The use of safety fuse shall comply with the requirements listed in 29 CFR 1926.907(a) through (m).~~

**[FOR REFERENCE ONLY:** This Section is deleted and recodified as Section 5607.19.]

~~**3307.20. Mineral mines.** Add subsection as follows: 3307.20 Mineral mines. The transportation, storage, handling, and use of explosives within mineral mines shall conform to the safety and health regulations for surface and underground mineral mining as promulgated by Virginia Department of Mines, Minerals, and Energy as well as the Special Use Permit Conditions established by the Fairfax County Board of Zoning Appeals.~~

~~**3308 Fireworks Display.** Delete and replace with Section 5608.~~

**[FOR REFERENCE ONLY:** This section is deleted and recodified as Section 5608.1.]

~~**3308.1. General.** Add the following at the end of the first sentence: The manufacture of fireworks is prohibited within the county. The display, sale, or discharge of fireworks shall comply with the requirements of this chapter. This chapter shall govern the design, construction, and use of model rockets.~~

**[FOR REFERENCE ONLY:** This section is deleted and replaced, as follows:

**3308.1 Program Development and Maintenance.** The *owner* or *owner's* authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, *alteration* or demolition work. The plan shall address the requirements of this chapter and other applicable portions of this code, the duties of staff, and staff training requirements. The plan shall be made available for review by the *fire code official* upon request.]

~~**3308.1.1 Unlawful activities.** Add Subsection as follows: 3308.1.1 Unlawful activities. Except as hereinafter provided, it shall be unlawful for any person, firm, or corporation to transport, manufacture, store, possess, sell, offer for sale, expose for sale, or to buy, use, ignite, or explode any fireworks.~~

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5608.1.1.]

**3308.1.2 Permissible Fireworks.** ~~Add Subsection as follows: 3308.1.2 Permissible fireworks. The provisions of 3308.1.1 shall not apply to consumer 1.4G permissible fireworks which have been approved by the Fire Marshal's Office. Such permissible fireworks shall be used only on private property with the approval of the owner. The sale or storage of any fireworks shall be prohibited on the property of another without the express written permission of the owner. The sale of fireworks to minors shall be prohibited unless the minor is accompanied by a parent or legal guardian.~~

[FOR REFERENCE ONLY: This section is deleted and recodified at Section 5608.1.2.]

**3308.2 Fire prevention program manager.** Delete and substitute as follows: 3308.2 Fire prevention program manager. The owner shall designate a person to be the fire prevention program manager who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. The fire prevention program manager shall have the authority to enforce the provisions of this chapter and other provisions as necessary to secure the intent of this chapter. Where guard service is provided in accordance with NFPA 241, the manager shall be responsible for the guard service.

**3308.2.1.1 Permit required for display of aerial fireworks.** Delete section and replace with Section 5608.2.1.1.

**3308.2.3. Permit required for sale of fireworks.** Delete section and replace with Section 5608.2.3.

**3308.3 Pre-fire plans.** Delete and substitute as follows: 3308.3 Pre-fire plans. The fire prevention program manager shall develop and maintain an approved pre-fire plan in cooperation with the fire chief. The fire chief and the *fire code official* shall be notified of changes affecting the utilization of information contained in such pre-fire plans.

**3308.4 Training.** Delete and substitute as follows: 3308.4 Training. Training of responsible personnel in the use of fire protection equipment shall be the responsibility of the fire prevention program manager. Records of training shall be kept and made a part of the written plan for the fire prevention program.

**3308.5 Fire protection devices.** Delete and substitute as follows: 3308.5 Fire protection devices. The fire prevention program manager shall determine that all fire protection equipment is maintained and serviced in accordance with this code. The quantity and type of fire protection equipment shall be approved. Fire protection equipment shall be inspected in accordance with the fire protection program.

**3308.6 Hot work operations.** Delete and substitute as follows: 3308.6 Hot work operations. The fire prevention program manager shall be responsible for supervising the permit system for hot work operations in accordance with Chapter 35.

**3308.10 Daily fire safety inspection.** Delete and substitute as follows: 3308.10 Daily fire safety inspection. The fire prevention program manager shall be responsible for completion of a daily fire safety inspection at the project site. Each day, all building and outdoor areas shall be inspected to ensure compliance with the inspection list in this section. The results of each inspection shall be documented and maintained on site until a certificate of occupancy has been issued. Documentation shall be immediately available on site for presentation to the *fire code official* upon request.

Failure to properly conduct, document and maintain documentation required by this section shall constitute an unlawful act in accordance with Section 110.1 and shall result in the issuance of a notice of violation in accordance with Section 110.3 to the fire prevention program manager. Upon the third offense, the *fire code official* is authorized to issue a stop work order in accordance with Section 112, and work shall not resume until satisfactory assurances of future compliance have been presented to and approved by the *fire code official*.

1. Any contractors entering the site to perform hot work each day have been instructed in hot work safety requirements in Chapter 35 and hot work is only performed in areas approved by the fire prevention manager.
1. Temporary heating equipment is maintained away from combustible materials in accordance with the equipment manufacturer's instructions.
2. Combustible debris, rubbish and waste material is removed from the building in areas where work is not being performed.
3. Temporary wiring does not have exposed conductors.
4. Flammable liquids and other hazardous materials are stored in locations that have been approved by the fire prevention manager when not involved in work that is being performed.
5. Fire apparatus access roads required by Section 3310 are maintained clear of obstructions that reduce the width of the usable roadway to less than 20 feet.
6. Fire hydrants are clearly visible from access roads and are not obstructed.
7. The location of fire department connections to standpipe and in-service sprinkler systems are clearly identifiable from the access road and such connections are not obstructed.
8. Standpipe systems are in service and continuous to the highest work floor, as specified in Section 3313.
9. Portable fire extinguishers are available in locations required by Section 3315 and 3317.3.

**3308.11 Retail display and sale.** Delete section and replace with Section 5608.11.

**3308.11.1 Precautions.** Delete section and replace with Section 5608.11.1.

**3308.11.2 Sales to minors.** Delete section and replace with Section 5608.11.2.

**3308.11.3 Records to be kept by wholesaler and retailer.** Delete section and replace with Section 5608.11.3.

1  
2 **3308.12. Approval of permissible fireworks.** Delete section and replace with  
3 Section 5608.12.  
4

5 ~~**3308.13 Seizure and destruction of certain fireworks.** Add subsection as~~  
6 ~~follows: 3308.13 Seizure and destruction of certain fireworks. Any fire code official or~~  
7 ~~law enforcement officer encountering fireworks in violation of the Code shall seize and~~  
8 ~~hold such fireworks until final disposition of any criminal procedures related to the~~  
9 ~~violation. If any person is found guilty of any violation of this chapter, then the court~~  
10 ~~shall order destruction of such articles upon expiration of the time allowed for the appeal~~  
11 ~~of such conviction.~~  
12

13 ~~**3308.13.1. Criminal proceedings.** Add Subsection as follows: 3308.13.1~~  
14 ~~Criminal proceedings. Where no criminal proceedings can be instituted due to the~~  
15 ~~inability to identify the owner or person or persons responsible for the fireworks, the~~  
16 ~~fireworks in question shall be destroyed after 30 days.~~  
17

18  
19 **3401.4. Permits.** Add Subsection as follows: **3401.4 Permits.** Permits shall be  
20 required as set forth in Sections 107 and 108.  
21

22 **3402.1. Definitions.** Add the following definition:  
23

24 ~~*Subsurface structure:* A subsurface structure shall include, but not be limited to,~~  
25 ~~structures such as subway stations, railroad tunnels including rail rapid transit tunnels,~~  
26 ~~and highway tunnels.~~  
27

28 ~~**3404.2.7.10. Leak reporting.** Add the following: The procedures as set forth in~~  
29 ~~Section 2703.3.1 shall also be followed.~~  
30

31 ~~**3404.2.11.5.3. Testing.** Add Subsection as follows: 3404.2.11.5.3 Testing.~~

32 ~~1. The owner or operator of all buried petroleum tanks installed~~  
33 ~~after the effective date of this Code shall have provisions for taking direct~~  
34 ~~measurement readings of the content level by the stick method. Liquid level of~~  
35 ~~storage tanks shall be measured by the owner or operator each day of~~  
36 ~~operation and compared with the pump meter readings taken on receipt of the~~  
37 ~~product. These records shall be kept in a log book and be available for~~  
38 ~~inspection by the fire official and/or his representative. Loss of product above~~  
39 ~~normal evaporation (one percent of flow through plus 130 gallons) shall be~~  
40 ~~reported immediately to the fire official. Records shall be retained for 2 years.~~  
41 ~~This period may be extended upon order of the fire official. High liquid level~~  
42 ~~gauges or alarm systems, as well as pump cut-off devices, shall be installed by~~  
43 ~~the owner or the authorized operator in all petroleum storage tanks whenever in~~  
44 ~~the judgment of the fire official there is a possibility that product may be lost by~~  
45 ~~overflowing. These emergency devices shall be considered only as auxiliary~~

and supplementary to the use of personnel engaged in a transfer or fill operation.

2. When the operator's inventory records indicate a loss of product exceeding one percent of flow through plus 130 gallons, a test for tightness on the underground tank shall be performed in accordance with the standards set forth in NFPA 329. The fire official shall order a test for tightness when in his judgment there is evidence of a loss of product. A test for tightness shall be conducted on all storage systems prior to change in ownership. Noncorrosive storage systems approved by Underwriters' Laboratories, Inc., and the Steel Tank Institute P-3 systems shall be tested for tightness at the end of their warranty period, applying the standards set forth in NFPA 329. It shall be repeated at intervals no greater than 3 years. When a test for tightness is performed the following information must be kept on file at the facility until such time as another test is performed and shall be made available for inspection by the fire official or his representative upon request:

(a) Commercial name of the test equipment.

(b) The name of the testing company.

(c) The name of the test operator.

(d) The data accumulated by the test.

(e) The results of the test as to whether or not the storage system is tight. When leakage is indicated from a storage system during the test for tightness, the operator of the test must immediately report the test results to the fire official.

3. All storage systems, except noncorrosive systems approved by Underwriters' Laboratories, Inc., and the Steel Tank Institute P-3 systems, which have been buried for 10 years or more at the effective date of this code and storage systems for which no installation date can be determined, shall be tested for tightness in a manner approved by the fire official. This test shall be performed within 12 months after the effective date of this code. It shall be repeated on all storage systems at intervals no greater than 3 years.

4. Before each filling of existing petroleum storage tanks which have provisions for measurement of contents and before each filling of petroleum storage tanks installed after the effective date of this code, the liquid level shall be gauged and the measurement shall be recorded in writing. The gauging records shall be retained for 2 years and made available to the fire official upon demand.

#### **3404.2.11.2. Location. Add the following:**

4. Underground storage tanks for Class I flammable liquids or Class II or III combustible liquids and related piping shall not be permitted directly over a subsurface structure, or within 25 feet measured horizontally from the outside wall of such subsurface structure. Underground storage tanks and related piping for Class I flammable liquids or Class II or III combustible liquids located in an area between 25 and 100 feet measured horizontally from the outside wall of a subsurface structure, where the tops of such tanks and piping are not 2 feet or more below the lowest point of excavation, shall be installed in a cast-in-

place, liquid tight, reinforced concrete vault, with walls, top and bottom, which are a minimum of 6 inches thick, and large enough to hold and retain the entire contents of the tank. Access shall be provided in the vault top for inspection, monitoring, and servicing of the vault and tank.

**~~3404.2.11.2.1. Service stations in proximity of subsurface structures.~~** Add Subsection 3404.2.11.2.1 as follows: Service stations dispensing Class I flammable liquids or Class II or III combustible liquids that are located within the distance of 25 to 100 feet measured horizontally from the outside wall of a subsurface structure shall comply with the following:

1. ~~Dispensing pumps for Class I flammable liquids or Class II or III combustible liquids shall not be located less than 25 feet from the nearest subsurface structure opening (measured from the pump to the nearest point of any subsurface structure opening).~~

2. ~~The finished grade around pump islands and the surrounding surface shall be graded in a manner to divert possible spills away from any opening of any subsurface structure.~~

3. ~~Appropriate continuous drains across driveway ramps, and/or curbs of at least 6 inches in height shall separate the service station properties from adjacent subsurface structure properties.~~

4. ~~There shall be no connection (such as venting or drainage) between any storage tank or related piping for Class I flammable liquids or Class II or III combustible liquids and any subsurface structure.~~

**~~3404.2.13.1.4. Tanks abandoned in place.~~** Delete the exception to item 3.

**~~3406.4.6.1. Safety attendant.~~**

1. ~~Each bulk plant and terminal, as defined in NFPA 30, shall have a designated trained and competent safety attendant present on-site and on-duty at all times when flammable or combustible liquids are received, transferred, dispensed, or loaded from a pipeline, tank, container, vehicle, or other vessel. Individuals receiving, transferring, dispensing, or loading such liquids to or from tank vehicles shall not be designated as safety attendants.~~

2. ~~The safety attendant shall observe and monitor the receipt, transfer, dispensing, and loading of such liquids.~~

3. ~~The safety attendant shall assure compliance with all federal, state, and local laws, ordinances, and safety requirements including, but not limited to, the approved emergency plan of the plant or terminal. The safety attendant shall be knowledgeable about such laws, ordinances, requirements, and plan, including such requirements concerning fire safety, emergency response, and spill or leak notification.~~

4. ~~The safety attendant shall be familiar with the location and operation of all pump controls, emergency shutoff devices, and other safety equipment,~~

and shall be responsible for using such equipment to detect, prevent, and abate, or cause to be abated, any emergency situation.

5. At all times while on duty, the safety attendant shall be mentally and physically capable of immediately:

5.1 Taking all necessary, appropriate, and required action to detect and prevent a fire, explosion, spill, or leak;

5.2 Taking all necessary, appropriate, and required action in the event of a fire, explosion, spill, or leak; and

5.3 Performing the functions and assuming the responsibilities required by this section.

**3406.6.1.5. Overfill protection.** Insert the following at the beginning of the Subsection: The driver, operator, or attendant of any tank vehicle shall take all necessary precautions to prevent the overflow of any tank into which it is discharging flammable or combustible liquids, before he discharges any liquid from such tank vehicle.

**3406.6.1.9. Smoking.** Add the following at the end of the Subsection: It shall be unlawful for any driver, operator, attendant, or passenger to smoke in, on, or around any tank vehicle which hauls any flammable or combustible liquid. It shall be unlawful to load or unload wherever there is smoking, lighting of matches, or other flame or spark-producing devices or the carrying of any flame or lighted cigar, pipe, or cigarette.

**3501.2. Permits.** Delete and substitute: 3501.2 Permits shall be required as set forth in Sections 107 and 108.

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5801.2.]

**3601.2. Permits.** Delete and substitute: 3601.2 Permits shall be required as set forth in Sections 107 and 108.

[FOR REFERENCE ONLY: This section is deleted and recodified as Section 5901.2.]

**3603.3 Flammable or combustible liquid spills.** Delete and substitute as follows: 3603.3 Flammable or combustible liquid spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities. Notification and remediation procedures of unauthorized discharges shall also be made as directed in 5003.3.1.

**3701.2. Permits.** Delete and substitute: 3701.2 Permits shall be required as set forth in Sections 107 and 108

1       **[FOR REFERENCE ONLY:** This section is deleted and recodified as Section  
2 6001.2.]

3  
4       ~~**3801.2. Permits.** Delete and substitute: 3801.2 Permits shall be required as~~  
5 ~~set forth in Sections 107 and 108.~~

6  
7       **[FOR REFERENCE ONLY:** This section is deleted and recodified as Section  
8 6101.2.]

9  
10       ~~**3806.5. Remote control shutoff.** Add Subsection as follows: 3806.5 Remote~~  
11 ~~control shutoff. When a cargo tank truck is equipped with a remote control shutoff~~  
12 ~~device, the driver must have the remote control with him at all times.~~

13  
14       ~~**3811.2. Unattended parking.** Delete the exception.~~

15  
16       ~~**3901.2. Permits.** Delete and substitute: 3901. 2 Permits shall be required as~~  
17 ~~set forth in Sections 107 and 108.~~

18  
19       **[FOR REFERENCE ONLY:** This section is deleted and recodified at Section  
20 6201.2.]

21  
22       ~~**4001.2. Permits.** Delete and substitute: 4101. 2 Permits shall be required as set~~  
23 ~~forth in Sections 107 and 108.~~

24  
25       **[FOR REFERENCE ONLY:** This section is deleted and recodified as 6301.2.]

26  
27       ~~**4101.2. Permits.** Delete and substitute: 4201. 2 Permits shall be required as~~  
28 ~~set forth in Sections 107 and 108.~~

29  
30       **[FOR REFERENCE ONLY:** This section is deleted and recodified as 6401.2.]

31  
32       ~~**4201.2. Permits.** Delete and substitute: 4201. 2 Permits shall be required as~~  
33 ~~set forth in Sections 107 and 108.~~

34  
35       **[FOR REFERENCE ONLY:** This section is deleted and recodified as 6501.2.]

36  
37       ~~**4301.2. Permits.** Delete and substitute: 4301. 2 Permits shall be required as set~~  
38 ~~forth in Sections 107 and 108.~~

39  
40       **[FOR REFERENCE ONLY:** This section is deleted and recodified as 6601.2.]

41  
42       ~~**4401.2. Permits.** Delete and substitute: 4401. 2 Permits shall be required as set~~  
43 ~~forth in Sections 107 and 108.~~

44  
45       **[FOR REFERENCE ONLY:** This section is deleted and recodified at Section  
46 6701.2.]

~~4503.3. Flammable or combustible liquid spills.~~ Add the following at the end of the subsection: Notification of unauthorized discharges shall also be made as directed in 2703.3.1.

**Chapter 47 Referenced Standards. Add the following standards:**

~~DOTn, 49 CFR, Parts 40, 100-185, 325, 350, and 355-399. Current edition.~~

~~NFPA, Recommended Practice for Handling Releases of Flammable and Combustible Liquids and Gases, 329, 2005 Edition~~

~~NFPA, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 96, 2004 Edition~~

**[FOR REFERENCE ONLY:** Chapters 40-49 of the Statewide Fire Protection Code and the International Fire Prevention Code are reserved.]

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Delete and substitute as follows: 5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other approved statement. The HMIS shall include the following information:

1. Product name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

The HMIS shall be maintained onsite or readily available through another means where approved by the fire code official for use by emergency responders and shall be updated not less than annually.

**5601.1 Scope.** Delete and substitute as follows: 5601.1 Scope. The provisions of this chapter shall govern the possession, manufacture, transportation, storage, handling, sale and use of explosives, explosive materials, fireworks and small arms ammunition.

**Exceptions:**

1. The Armed Forces of the United States, Coast Guard or National Guard.
2. Explosives in forms prescribed by the official United States Pharmacopoeia.

3. The possession, storage and use of small arms ammunition where packaged in accordance with DOTn packaging requirements.
4. The possession, storage, and use of not more than 15 pounds (6.81 kg) of commercially manufactured sporting black powder, 20 pounds (9 kg) of smokeless powder and any amount of small arms primers for hand loading of small arms ammunition for personal consumption.
5. The use of *explosive materials* by federal, state and local regulatory, law enforcement and fire agencies acting in their official capacities.
6. Special industrial *explosive* devices that in the aggregate contain less than 50 pounds (23 kg) of *explosive materials*.
7. The possession, storage and use of blank industrial-power load cartridges where packaged in accordance with DOTn packaging regulations.
8. Transportation in accordance with DOTn 49 CFR Parts 100—185.
9. Items preempted by federal regulations.
10. The storage, handling, or use of explosives or blasting agents pursuant to the provisions of Title 45.1 of the Code of Virginia.
11. The display of small arms primers in Group M when in the original manufacturer's packaging.
12. The possession, storage and use of not more than 50 pounds (23 kg) of commercially manufactured sporting black powder, 100 pounds (45 kg) of smokeless powder, and small arms primers for hand loading of small arms ammunition for personal consumption in Group R-3 or R-5, or 200 pounds (91 kg) of smokeless powder when stored in the manufacturer's original containers in detached Group U structures at least 10 feet (3048 mm) from inhabited buildings and are accessory to Group R-3 or R-5.

**5601.1.6 Manufacturing.** Add Subsection as follows:

**5601.1.6 Manufacturing.** The manufacture of explosives and blasting agents shall be prohibited. This shall not apply to hand loading of small arms ammunition for personal use when not for resale, the assembly of two component explosives for use on site, or the mixing of blasting agents for use on site.

**5601.1.7 Permit required for sale of explosive materials.** Add subsection as follows: **5601.1.7. Permit required for sale of explosive materials.** It shall be unlawful for any person, firm or corporation, wholesaler or retailer to sell, offer for sale or expose for sale any explosive materials within the county without a permit from the Fire Marshal's Office. Such permit shall be issued only after the applicant files with the Fire Marshal's Office a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall be available for the payment of any damage arising from the acts or omissions of the applicant, his agents or his employees in connection with the activities authorized by the permit. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the activities authorized by the permit, and remains continuously in effect until such activities are completed.

**5601.1.7.1 Storage & Handling in Sales of Explosive Materials.** Add subsection as follows: **5601.1.7.1 Storage & Handling in Sales of Explosive Materials.** Except where approved in ~~3304.1~~ **5604.1**, the storage of explosive materials within the county in support of wholesale or retail sales is prohibited. Except where approved in ~~3304.1~~ **5604.1**, it shall be unlawful for any person, firm or corporation, wholesaler or retailer to package, ship, transfer, or otherwise handle explosive materials in the county without a permit from the Fire Marshal's Office.

**5601.2.4 Insurance required for blasting.** Add Subsection as follows: **5601.2.4 Insurance required for blasting.** Before a permit is issued for the storage, transportation, disposal, or use of explosives or blasting agents, the applicant shall file with the Office of the Fire Marshal a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall be available for the payment of any damage arising from the acts or omissions of the applicant, his agents, or his employees in connection with the storage, transportation, disposal, or use of explosives or blasting agents. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the operations or activities authorized by the permit and remains continuously in effect until such operations or activities are completed.

**5601.7. Seizure.** Delete and substitute as follows: **5601.7. Seizure.** The fire official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials, or fireworks offered or exposed for sale, stored, possessed, or used in violation of this chapter.

## **5602.1 Definitions.**

Add as follows:

**APPROVED.** Approved by the County Fire Marshal's Office.

**BLAST AREA.** The area of a blast, including the blast site and adjacent areas that could reasonably be expected to be within the influence of flying material, fumes, and/or concussion as a result of the blasting operation being conducted.

**BLAST SITE.** The area in which explosive materials are being handled and which includes all boreholes to be loaded for a blast and a distance of 50 feet in all directions, as measured from the perimeter formed by the boreholes to be loaded.

**BLASTING.** The process of moving, heaving, breaking, or shattering soils and rocks, or doing other work, such as the demolition of structures or research and testing, that generates seismic waves through the use of energetic materials in chemical reactions, explosions, or other detonations or deflagrations.

**CONGESTED AREA.** An urban, suburban, or industrialized area in which multiple structures may be impacted by the effects of blasting operations.

**FLYROCK.** Any dirt, mud, stone, fragmented rock, or other material that is displaced from the blast area in an uncontrolled or unplanned manner by the effects of a blast.

**LABORATORY.** A facility that provides controlled conditions in which scientific research, experiments, and measurement may be performed.

**MISFIRE.** Any explosive material, explosive charge, blast, or portion thereof which failed to function as intended.

**RETAILER.** Any persons selling fireworks or explosive materials and/or offering fireworks or explosive materials for retail sale.

**TEMPORARY STORAGE (OF EXPLOSIVES).** Storage of explosive materials for not more than 24 hours.

**WHOLESALE.** A person, firm, or corporation offering explosive materials for sale or explosive materials to a retailer. Such term also includes a manufacturer of explosive materials, a representative of any such manufacturer, a distributor, a jobber, or a middleman of any description dealing in explosive materials, any of whom shall sell or offer to sell explosive materials to a retailer within the County.

**5603.1 General. Delete and substitute as follows: 5603.1 General.** Records of the receipt, handling, use, sale or disposal of *explosive materials*, and reports of any accidents, thefts or unauthorized activities involving *explosive materials* shall conform to the requirements of this section.

**5603.2 Transaction record. Delete and substitute as follows: 5603.2 Transaction record.** The permittee shall maintain a record of all transactions involving receipt, removal, use, sale or disposal of *explosive materials*. Such records shall be maintained for a period of 5 years.

Exception: Where only Division 1.4G (consumer fireworks) are handled, records need only be maintained for a period of 3 years.

**5603.4.1 Accidents with no injuries or property damage.** Add Subsection as follows: **5603.4.1 Accidents with no injuries or property damage.** Any blasting misfires, malfunctions, or other unintended blasting related events or accidents involving the use of explosives, explosive materials, or fireworks which do not involve injuries or property damage shall be reported to the fire official immediately.

**5603.8 Improper storage. Add Subsection as follows: 5603.8 Improper storage.** If at any time Division 1.3G fireworks, explosives, or explosive materials are found not properly stored in a magazine, it shall immediately be reported to the Fairfax County Office of the Fire Marshal.

**5604.1 General. Delete and substitute as follows: 5604.1 General. Storage and transportation of explosives and explosive materials, small arms ammunition, small arms primers, propellant-actuated cartridges and smokeless propellants in magazines shall comply with the provisions of this section.**

**5604.1.1 Overnight Storage. Add Section as follows: 5604.1.1 Overnight Storage. The overnight storage of explosive materials, including Division 1.3G fireworks, is prohibited.**

**Exceptions:**

1. Overnight storage approved by a special use permit issued by the Fairfax County Board of Supervisors.
2. Explosive materials used for laboratory testing purposes, up to 1 pound total in storage of which no more than ¼ pound is in use at any time, when approved by the *fire code official* and stored in compliance with the magazine requirements of section 5604.3.
3. Explosive materials in storage for a period of not more than 7 days for specialized blasting operations such as the demolition of structures or loading of similarly complex blasts, when approved by the *fire code official*. Storage for more than 7 days shall necessitate approval of the Fairfax County Board of Supervisors.
4. Wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive activated power tools in quantities involving less than 500 pounds total explosive material.
5. The temporary storage of fireworks at display sites in accordance with 5608.5 and NFPA 1123 or NFPA 1126.

**5604.1.1.2 Enforcement. Delete and substitute as follows: 5604.1.1.2 Enforcement. The Fairfax County Office of the Fire Marshal shall enforce the regulations contained herein pertaining to the intra-county transportation of explosives.**

**5604.1.1.3 Notification. Delete and substitute as follows:-5604.1.1.3 Notification. Operators of vehicles transporting explosives in Fairfax County shall immediately notify the Fire Official upon experiencing a mechanical breakdown or being otherwise unable to move.**

**5604.1.2 Transfer of explosive materials. Delete and substitute as follows: ~~3304.1.3~~ 5604.1.2 Transfer of explosive materials. The on-site delivery of explosive materials where explosives would be transferred from the delivery vehicle to an on-site vehicle shall be prohibited without the prior approval of the Fire Marshal. Approval of on-site delivery will be dependent on an inspection of the proposed transfer site. Such operations will only be approved where:**

1. Transfer is from the magazine of the delivery vehicle directly to the magazine of the receiving vehicle(s).
2. All vehicles delivering and/or receiving explosive materials shall possess a valid Explosives Transport Vehicle permit.

3. The area of the transfer is barricaded and posted.
4. An appropriate guard shall be posted to ensure the safety and security of the transfer operations and prevent unauthorized persons from entering the transfer area.
5. Transfer of explosive materials will cease, and all explosive materials will be secured immediately upon entry of an unauthorized person into the transfer area.
6. Transfer shall be conducted in accordance with an approved blast plan.

**5604.2.1 Control in wholesale and retail stores.** Delete and substitute as follows:

**5604.2.1 Control in wholesale and retail stores.** The storage or display of explosives and blasting caps in wholesale and retail stores is prohibited unless in a magazine.

**5604.3 Magazines. Add as follows: 5604.3 Magazines.** The storage of *explosives* and *explosive materials* in magazines shall comply with Table 5604.3. Explosive materials in overnight storage, regardless of quantity, shall utilize Type 1 or Type 2 magazines as approved by the *fire code official*. Regardless of magazine type, storage of explosives in non-sprinklered buildings is prohibited.

**5607.3 Blasting in congested areas.** Delete and substitute as follows: **5607.3 Blasting in congested areas.** When blasting is done in a congested area or in close proximity to a structure, railway or highway, or any other installation, precautions in the loading, delaying, initiation, and confinement of blasts shall be taken to minimize earth vibrations, air blast effects, and fragments from being thrown. Sufficient burden, spacing, stemming, blasting mats, or other protective means shall be used to prevent fragments from being thrown.

**5607.3.1 Pre-blast surveys.** Add section as follows: **5607.3.1 Pre-blast surveys.** A pre-blast survey shall be performed on each structure located within a minimum of 150 feet and any well located within a minimum of 250 feet of the blast site. Written confirmation that the pre-blast survey has been done shall be maintained by the blasting contractor. Requests for access to structures for pre-blast surveys shall be made by certified mail to the last known address of the owner(s) of any structures located within the pre-blast survey areas as defined herein. If permitted by the owner(s), said pre-blast surveys shall be conducted to determine the pre-blast conditions of these structures. A minimum of 14 days' notice shall be provided for the scheduling of the pre-blast survey. Documentation consisting of a written acknowledgement that the survey has been performed or declined by the property owner and a map depicting the above referenced 150- and 250-foot radius, shall be provided to the *fire code official* at the time of the Explosive Use Site Permit Inspection meeting.

**5607.3.2 Pre-blast notification.** Add Subsection as follows: **5607.3.2 Pre-blast notification.** All structures located within a minimum of 300 feet of the blast site shall be notified of the scheduled blasting 10 days prior to blasting and no blasting shall occur until such notice has been given.

**5607.5 Utility notification.** Delete and substitute as follows: **5607.5 Utility notification.** Whenever blasting is being conducted in the vicinity of utility lines or rights-of-

way, the blaster shall notify the appropriate representatives of the utilities at least 5 business days in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notices. Blasting operations will not proceed until the owners/operators of utilities have been contacted and measures for safe control have been taken.

**Exception:** When approved by the *fire code official* the time limit shall not apply in emergency situations.

**5607.7 Nonelectric Detonator Precautions.** Delete and substitute as follows:  
**5607.7 Nonelectric Detonator Precautions.** Precautions shall be taken to prevent accidental initiation of nonelectric detonators from stray currents induced by lightning or static electricity. Blast initiation devices shall not be connected to non-electric systems until the blast area is secured, traffic is stopped if necessary, and audible warnings have been sounded.

**5607.8 Blasting area security.** Delete and substitute as follows: **5607.8 Blasting area security.** Beginning at the time that explosive materials arrive on site, only authorized persons engaged in loading operations or otherwise authorized to enter the site shall be allowed at the blast site. Beginning with the time that individual loaded boreholes are connected together, only authorized persons engaged in blasting operations or otherwise authorized to enter the area shall be allowed within the blast area. No activity of any nature other than that which is required for loading holes with explosives shall be permitted within the blast area. The blast site and blast area shall be guarded or barricaded and posted. Blast area security shall be maintained until after the post-blast inspection has been completed.

**5607.9 Drill Holes.** Delete and substitute as follows: **5607.9 Drill Holes.** Holes drilled for the loading of *explosive* charges shall be made and loaded in accordance with NFPA 495. Loaded boreholes shall not be left unattended.

**5607.9.1 Equipment for loading and stemming.** Add Subsection as follows: **3307.9.1. 5607.9.1 Equipment for loading and stemming.** Only equipment and machinery necessary to load boreholes shall be allowed within the blast site after the arrival of explosives. Said equipment or machinery shall not be operated over loaded boreholes or at any location where there is a potential to contact explosive materials. Equipment and machinery used to stem loaded boreholes shall not be operated within the blast site once loading operations begin.

**5607.9.2 Stemming of loaded boreholes.** Add Subsection as follows: **5607.9.2 Stemming of loaded boreholes.** All boreholes loaded with explosives shall be stemmed to the collar or to a point which will confine the charge. Stemming shall be a minimum of 4 feet unless otherwise approved. Stemming will be stone appropriately sized to the borehole diameter. Drill cuttings shall not be used as stemming material.

**5607.13 Firing control.** Delete and substitute as follows: **5607.13 Firing control.** No blast shall be fired until the blaster in charge has made certain that all surplus explosive materials are in a safe place in accordance with Section 5607.10, all persons and equipment are removed from the blast area or protected under approved cover, and that an adequate warning signal audible throughout the blast area has been given.

**5607.16 Blast records.** Delete and substitute as follows: **5607.16 Blast records.** A record of each blast shall be created immediately following the blast and retained for at least five years and shall be available for inspection by the *fire code official*. When required by the *fire code official*, the diameter and depth of boreholes, type and amount of explosives, and explosives per delay period shall be listed for each individual borehole and not averaged over the entire site. The record shall contain the following minimum data:

1. Name of contractor.
2. Location and time of blast.
3. Name of certified blaster in charge.
4. Type of material blasted.
5. Number of holes bored and spacing.
6. Diameter and depth of holes.
7. Type and amount of explosives.
8. Amount of explosive per delay of 8 milliseconds or greater.
9. Method of firing and type of circuit.
10. Direction and distance in feet to nearest dwelling, public building, school, church, commercial building, institutional building, or other installation.
11. Weather conditions.
12. Whether or not mats or other precautions were used.
13. Type of detonator and delay period.
14. Type and height of stemming.
15. Seismograph record when utilized.

**Exception:** Items 8 and 13 of this section are not applicable to restricted blasters.

**5607.17 Blasting in asbestos rock.** Add Subsection as follows: **5607.17 Blasting in asbestos rock.** Blasting operations conducted in rock or soils that present a hazard to public health through dust generation or other effects of drilling and blasting must be reported as such to the *fire code official* and the blaster-in-charge must obtain and maintain all necessary health, safety, and environmental permits or approvals.

**5607.18 Blast effects monitoring.** Add Subsection as follows: **5607.18 Blast effects monitoring.** All blasts occurring within the County will be monitored by at least one seismograph placed in proximity to the nearest structure to the blast. The seismograph must be capable of monitoring both ground vibration and air overpressure and the blaster in charge must be able to provide the results of blast monitoring on-site immediately following the blast. Additional seismographs may be required by the *fire code official* as conditions at the blast warrant.

- 1
- 2 1. All seismographs will be properly calibrated by a qualified firm. Annually,
- 3 calibration records shall be presented to the *fire code official* upon request.
- 4 2. Adequate trigger levels shall be set for the blast being conducted but at no
- 5 time less sensitive than:
  - 6 a. Ground vibration: 0.05 inches per second peak particle velocity
  - 7 b. Air blast: 100 decibels
  - 8 c. Recording time: 5 seconds.
- 9 3. GPS coordinates documenting the location of each seismograph used in
- 10 mineral mining will be included in the blasting records required in 5607.16.
- 11

12 **5607.19 Detonating cord and safety fuse.** Add Subsection as follows: **5607.19**  
 13 **Detonating cord and safety fuse.** The use of detonation cord in blasting and explosives  
 14 operations will comply with NFPA 495 and the requirements listed in 29 CFR 1926.908(a)  
 15 through (j). Safety fuse shall be used only where approved by the fire official. The use of  
 16 safety fuse shall comply with the requirements listed in 29 CFR 1926.907(a) through (m).  
 17

18 **5608 Fireworks Display.** Change title to: **Section 5608 Fireworks.**  
 19

20 **5608.1 General. Delete and substitute as follows: 5608.1 General.** Outdoor  
 21 fireworks displays, use of pyrotechnics before a *proximate audience* and pyrotechnic  
 22 special effects in motion picture, television, theatrical and group entertainment productions  
 23 shall comply with Sections 5608.2 through 5608.10 and NFPA 1123 or NFPA 1126. The  
 24 manufacture of fireworks is prohibited within the County. The display, sale, or discharge of  
 25 fireworks shall comply with the requirements of this chapter.  
 26

27 **5608.1.1 Unlawful activities.** Add Subsection as follows: **5608.1.1 Unlawful**  
 28 **activities.** Except as hereinafter provided, it shall be unlawful for any person, firm, or  
 29 corporation to transport, manufacture, store, possess, sell, offer for sale, expose for sale, or  
 30 to buy, use, ignite, or explode any fireworks.  
 31

32 **5608.1.2 Permissible fireworks.** Add Subsection as follows: **5608.1.2**  
 33 **Permissible fireworks.** The provisions of **5608.1.1** shall not apply to consumer 1.4G  
 34 permissible fireworks which have been approved by the Fire Marshal's Office. Such  
 35 permissible fireworks shall be used only on private property with the approval of the  
 36 owner. The sale or storage of any fireworks shall be prohibited on the property of another  
 37 without the express written permission of the owner. The sale of fireworks to minors shall  
 38 be prohibited unless the minor is accompanied by a parent or legal guardian.  
 39

40 **5608.2.1.1 Permit required for display of aerial fireworks.** Add Subsection as  
 41 follows: **5608.2.1.1 Permit required for display of aerial fireworks.** The Office of the  
 42 Fire Marshal may issue permits, upon application in writing, for the display of aerial  
 43 fireworks, commonly known as pyrotechnic displays, for fair associations, amusement  
 44 parks, or by any organization, individual, or group of individuals; provided such display is in  
 45 general accord with the applicable sections of NFPA 1123 and NFPA 1126, as listed in  
 46 chapter 80 of this Code. After such permit has been issued, sales of fireworks may be

made for use under such permit and the association, organization, group, or individual to which it is issued may make use of such fireworks under the terms and conditions of such permit. No permit shall be issued until the applicant files with the Fire Marshal's Office a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall become available for the payment of any damage arising from the acts or omissions of the applicant, his agents, or his employees in connection with the display of aerial fireworks. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the activities authorized by the permit and remains continuously in effect until such activities are completed.

**5608.2.3 Permit required for sale of fireworks.** Add subsection as follows:  
**5608.2.3 Permit required for sale of fireworks.** It shall be unlawful for any person, firm, or corporation, wholesaler, or retailer to sell, offer for sale, or expose for sale any fireworks within the county without a permit from the Fire Marshal's Office. This permit shall be valid for the period June 1 to July 15 of each year. Such permit shall be issued only after the applicant files with the Fire Marshal's Office a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall be available for the payment of any damage arising from the acts or omissions of the applicant, his agents, or his employees in connection with the activities authorized by the permit. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the activities authorized by the permit and remains continuously in effect until such activities are completed.

**5608.11 Retail display and sale.** Add subsection as follows: **5608.11 Retail display and sale.** In addition to the restrictions set forth in section, **5601.2.2**, retail sales of permissible fireworks shall only be conducted from approved, fixed locations. Such locations shall comply with all Fairfax County rules and regulations applicable to such sites. The sale or storage of any fireworks shall be prohibited on the property of another without the express written permission of the owner. Staff selling permitted, permissible fireworks shall be 18 years or older.

**5608.11.1 Precautions.** Add subsection as follows: **5608.11.1 Precautions.** Fireworks displayed for retail sale shall not be made readily accessible to the public. A minimum of one pressurized water fire extinguisher complying with section 906 shall be located not more than 15 feet and not less than 10 feet from the retail sale location. "NO Smoking" signs complying with section 310 shall be conspicuously posted in areas where fireworks are stored or displayed for retail sale.

**5608.11.2 Sales to minors.** Add subsection as follows: **5608.11.2 Sales to minors.** The sale of permissible fireworks to persons under the age of 18 shall be prohibited unless the person is accompanied by a parent or legal guardian.

**5608.11.3 Records to be kept by wholesaler and retailer.** Add subsection as follows: **5608.11.3 Records to be kept by wholesaler and retailer.** Each wholesaler

shall maintain full and complete records of all purchases and sales of fireworks and each retailer shall maintain full and complete records of all purchases of fireworks. The Fairfax County Fire Marshal or his designated agent is authorized to examine the books and records of any wholesaler or retailer documenting the purchases and sales of fireworks within the county.

**5608.12 Approval of permissible fireworks. Add Subsection as follows:**

~~3308.12.~~ **5608.12 Approval of permissible fireworks.** Persons engaged in the business of selling or offering to sell fireworks at wholesale shall submit to the Office of the Fire Marshal a list of fireworks for approval. Persons engaged in the business of selling fireworks at wholesale may be required to submit to the Office of the Fire Marshal at least 5 samples of each firework intended to be sold or delivered by such wholesaler, together with complete specifications including the manufacturer and trade name of such fireworks and a chemical analysis of each such fireworks submitted. ~~Samples, specifications, and chemical analysis shall be submitted to the Fire Marshal's Office no later than 120 days prior to the proposed sale date in the county.~~ No wholesaler or retailer shall sell or deliver in the county any fireworks other than those approved by the ~~by the Fairfax County Office of the Fire Marshal.~~ State Fire Marshal's Office.

**5704.2.7.10 Leak reporting.** Add Subsection as follows 5704.2.7.10 Leak reporting. A consistent or accidental loss of liquid, or other indication of a leak from a tank system, shall be reported immediately to the fire department, the *fire code official* and other authorities having jurisdiction. The procedures as set forth in section 5003.3.1 shall also be followed.

**ARTICLE 3. - Junior Firefighters**

**Section 62-3-1. - Junior firefighters.**

Any person residing in the County of Fairfax, the City of Fairfax, or the towns of Vienna, Herndon and Clifton, aged 16 years or older, who is a member of a Fairfax County volunteer fire company, with parental or guardian approval, is authorized to (i) seek certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs; and (ii) work with or participate in non-hazardous activities of such volunteer fire company, provided such person has attained certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs, subject to the following conditions:

- 1) Evidence of residency in the Commonwealth shall be provided by the junior firefighter.
- 2) The junior firefighter shall present an original letter by a parent or legal guardian that permits junior firefighter participation.

- 1 3) The junior firefighter shall provide an original consent form signed by a
- 2 parent or legal guardian allowing participation in Virginia Department of
- 3 Fire Programs training courses.
- 4 4) The junior firefighter shall be provided with a copy of the
- 5 County's liability insurance coverage applicable to junior firefighters.
- 6
- 7

Board Agenda Item  
December 6, 2022

4:30 p.m.

Public Hearing to Amend and Readopt Sections 7-2-3 and 7-2-7 of the Fairfax County Code to Rename the Lee District to the Franconia District, and Appendix G, Section 32 and Appendix M, Section 38 to Rename Associated Parking Districts (Lee District)

ISSUE:

Public hearing to consider an ordinance that proposes to amend and readopt Fairfax County Code Sections 7-2-3 and 7-2-7 of the Fairfax County Code to rename the Lee District to the Franconia District, and Appendix G, Section 32 and Appendix M, Section 38 to rename associated parking districts.

RECOMMENDATION:

The County Executive recommends adoption of the proposed ordinance.

TIMING:

On November 1, 2022, the Board authorized a public hearing to be held on December 6, 2022, at 4:30 p.m. to consider this ordinance. If adopted, the ordinance will go into effect immediately.

BACKGROUND:

In March 2021, Supervisor Lusk launched a series of community engagement conversations focused around getting input from residents about changing the Lee District name. In mid-January 2022, the Fairfax County Redistricting Advisory Committee (RAC) evaluated BOS district and precinct names with a focus on equity, as tasked by the Board of Supervisors. As a result of this evaluation, the committee recommended a name change for the Lee District. Based on resident input and the committee recommendation, Supervisor Lusk presented a Board Matter on June 28, 2022, to initiate the process of formally changing the name of the Lee District to Franconia District. The Board of Supervisors approved his Board Matter.

The name change will become effective immediately if approved by the Board, and a cross-county agency team has already been formed to prepare a seamless and coordinated effort for this initiative. Much of the scope of work associated with the name change (updates to e-mails, website pages, etc.) will be completed by the end of the calendar year. There will be a few outstanding matters such as GIS mapping updates, election precinct updates and notifications, and updates to the comprehensive plan that will be completed by early Spring 2023. County staff also has been

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coordinating, and will continue to coordinate, the name change with Fairfax County Public Schools (FCPS). Indeed, FCPS is already poised to update its documents, websites, signage, and school information as appropriate to implement this ordinance if approved by the Board.

The Virginia Code permits the governing body of each county and city to establish by ordinance, districts, and district names. Districts may be renamed at any time as long as the procedures of Titles 15.2 and 24.2 of the Virginia Code are satisfied, including advertising any proposed ordinance making changes to election districts, precincts, or polling places for at least two consecutive weeks prior to adoption.

EQUITY IMPACT:

This item aligns with focus area eight of the One Fairfax Policy: Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. The RAC evaluated magisterial district names based on seven criteria, including whether a name is associated with the Confederacy, segregation, racism, and slave ownership.

While the historical record is somewhat inconclusive on whether Lee District is named for Robert E. Lee or a family member, the significance of the Lee name to the Confederacy remains. The specific name of a magisterial district is essential to forming trust within communities and is an expression of community values. Names that are more inclusive enable neighbors to feel more welcome, leading to a greater sense of belonging.

FISCAL IMPACT:

A cross-county agency team has been formed to execute a seamless and coordinated effort for this initiative with minimal to no fiscal impact. The minimal costs associated with this effort will be absorbed within current appropriations.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Ordinance

STAFF:

Bryan J. Hill, County Executive  
Ellicia Seard-McCormick, Deputy County Executive  
Karla Bruce, Chief Equity Officer  
Evan Braff, County-Wide Coordinator

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ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney  
Martin Desjardins, Assistant County Attorney

**AN ORDINANCE AMENDING AND READOPTING SECTIONS 7-2-3 AND 7-2-7  
OF THE FAIRFAX COUNTY CODE TO RENAME THE LEE DISTRICT TO THE  
FRANCONIA DISTRICT, AND APPENDIX G, SECTION 32 AND APPENDIX M,  
SECTION 38 TO RENAME ASSOCIATED PARKING DISTRICTS**

**Draft of October 11, 2022**

**AN ORDINANCE** to amend and readopt Sections 7-2-3 and 7-2-7 of the Fairfax County Code to rename the Lee District to the Franconia District, and Appendix G, Section 32 and Appendix M, Section 38 to rename associated parking districts.

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

- 1. That Sections 7-2-3 and 7-2-7 the Fairfax County Code are amended and readopted as follows:**

**Section 7-2-3. – Election Districts of the members of the Board.**

Except for the Chairman whose election shall be controlled by Section 7-2-2, supra, the members of the Board shall be elected in accordance with state law from single-member election districts by the qualified voters of those districts. There shall be nine election districts that shall be named: Braddock, Hunter Mill, Dranesville, ~~Lee~~, Franconia, Mason, Mount Vernon, Providence, Springfield and Sully.

**Section 7-2-7. – Lee Franconia District**

The ~~Lee~~ Franconia District shall consist of these election precincts: Bush Hill, Cameron, Clermont, Crestwood, Fairfield, Forestdale, Franconia No. 1, Franconia No. 2, Garfield, Greenspring, Groveton, Hayfield, Huntley, Hybla Valley, Island Creek, Kingstowne, Lane, Lynbrook No. 1, Lynbrook No. 2, Mount Eagle, Pinewood, Pioneer, Rose Hill, Van Dorn, Villages, Virginia Hills, and West Springfield.

- 2. That Appendix G, Section 32 of the Fairfax County Code is amended and readopted as follows:**

**G-32. - ~~Lee~~ Lewis Residential Permit Parking District.**

(a) *Purpose and Intent.* The ~~Lee~~ Lewis Residential Permit Parking District is established to protect the residential area in proximity to ~~Lee~~ John R. Lewis High School from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.

(b) *District Designation.*

(1) The ~~Lee~~ Lewis Residential Permit Parking District is designated as Residential Permit Parking District 32, for the purposes of signing and vehicle decal identification.

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

*Cimarron Street (Route 2681):*

From Alamo Street to Frontier Drive

*Frontier Drive (Route 2677):*

From Custer Street to Cimarron Street

*Frontier Drive (Route 2677):*

From Cimarron Street to Buckskin Street

*Crozet Court (Route 3733):*

From Deepford Street to the end

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks, both sides, within the Lee Lewis Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A, of Chapter 82.

(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses which have off-street parking lots provided.

(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.

~~(5) All permits and visitor passes for the Lee Residential Permit Parking District shall expire on June 30, 2000. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years.~~

(d) *Signs.* Signs delineating the Lee Lewis Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days

**3. That Appendix M, Section 68 of the Fairfax County Code is amended and readopted as follows:**

**M-68. - ~~Lee~~ Franconia Community Parking District.**

*(a) District Designation.*

(1) The restricted parking area is designated as the ~~Lee~~ Franconia Community Parking District.

(2) Blocks included in the ~~Lee~~ Franconia Community Parking District are described below:

All public secondary streets in residential areas within the ~~Lee~~ Franconia Election/Magisterial District. This includes the previously established CPDs of Daventry, Grove at Huntley Meadows, Hayfield View, Island Creek, Kingstowne, Lackawanna, Landsdowne, Manchester Lakes, Potters Glen, Runnymede, St. John and West Hampton.

*(b) District Provisions.*

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

(2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the streets within the ~~Lee~~ Franconia Community Parking District.

(3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip.

*(c) Signs.* Signs delineating the ~~Lee~~ Franconia Community Parking District will not be installed.

**2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other**

provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the Clerk for the Board of Supervisors shall send a certified copy of this ordinance to the Fairfax County Electoral Board, the Department of Elections, and the Division of Legislative Services, as required under Va. Code § 24.2 306(C).

4. That this Ordinance is effective upon adoption.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 2022

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

Board Agenda Item  
December 6, 2022

5:00 p.m.

Public Comment on Issues of Concern