

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 29, 2020**

**AGENDA**

- 12:00 Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
- 12:00 Public Hearing on the County and Schools' *FY 2020 Carryover Review* to Amend the Appropriation Level in the FY 2021 Revised Budget Plan
- 12:00 Matters Presented by Board Members
- 12:00 Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

- 1 Additional Time to Commence Construction for Special Exception Amendment SEA 78-L-074-06, Hilltop Sand and Gravel Company, Inc. (Lee District)
- 2 Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 82-M-093-02, 7231 Arlington Boulevard, LLC (Mason District)
- 3 Extension of Review Period for 2232 Application (Dranesville District)
- 4 Additional Time to Commence Construction for Special Exception SE 2003-HM-014, Prentiss Properties Acquisition Partners, L.P. (Dranesville District)
- 5 Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception SE 2013-PR-021, Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. (Providence District)
- 6 Authorization to Advertise a Public Hearing to Amend a Lease of County-Owned Property at 4600-A West Ox Road and 6140 Rolling Road with CoxCom, LLC (Springfield District)
- 7 Authorization to Advertise a Public Hearing to Amend a Lease of County-Owned Property at 2610 Reston Parkway with CoxCom, LLC (Hunter Mill District)

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 29, 2020**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- 8 Designation of Plans Examiner Status Under the Expedited Land Development Review Program
- 9 Authorization to Advertise a Public Hearing to Lease County-Owned Properties for the Purpose of Installing Solar Facilities (Braddock, Hunter Mill, Mason, Mount Vernon, Providence and Springfield Districts)
- 10 Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program (Mount Vernon District)
- 11 Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Establishing the Scotts Run Residential Permit Parking District, District 48 (Dranesville District)

**ACTION ITEMS**

- 1 Authorization for the County Executive to Execute a Water Quality Credit Agreement Between the City of Fairfax and Fairfax County
- 2 Approval of a Resolution to Authorize the Extension of Time to Issue General Obligation Bonds
- 3 Approval of Intergovernmental Collaboration Agreement with the Metropolitan Washington Council of Governments and Other Local Jurisdictions in the DC-VA-MD Region to Collaborate on a Regional Analysis of Impediments to Fair Housing
- 4 Approval of a Project Agreement Between the Department of Rail and Public Transportation (DRPT) and Fairfax County to Provide Funding for Supplemental Bus Service Operations and Community Outreach Provided to Mitigate Impacts Resulting from the Washington Metropolitan Area Transit Authority (“WMATA”) Shutdown of the Orange and Silver Lines West of the Ballston Metrorail Station Starting on May 23, 2020 (Braddock, Providence, Springfield, and Sully Districts)
- 5 Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for Intersection Improvements at Fox Mill Road and Pinecrest Road (Hunter Mill District)



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 29, 2020**

**ACTION ITEMS  
(continued)**

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|---|--|
| 6 | Approval of a Resolution for the Mosaic District Community Development Authority Revenue Refunding Bonds Series 2020A and Revenue Refunding Bonds Taxable Series 2020A-T (Providence District) |
| 7 | Approval of Fairfax County's Title VI Program for the Federal Transit Administration (FTA)   |

**CONSIDERATION  
ITEMS**

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| 1 | Approval of the Proposed Bylaws for the Fairfax County Human Rights Commission |
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**INFORMATION  
ITEMS**

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|---|---|
| 1 | Contract Award – Wastewater Utility Management Plan, RFP 2000003016 |
| 2 | County Holiday Schedule – Calendar Year 2021                        |

**PUBLIC  
HEARINGS**

- |      |  |  |
|------|--|--|
| 3:30 | <b>To Be Deferred to<br/>11/17/20 at 3:30<br/>p.m.</b> | Public Hearing on PCA 86-W-001-13/CDPA 86-W-001-04 and PCA 87-S-039-07/CDPA 87-S-039-02 (Board of Supervisors of Fairfax County) (Braddock District) |
| 3:30 |  | Public Hearing on RZ 2018-PR-010 (JRS@Tysons, LLC) (Providence District)   |
| 3:30 |  | Public Hearing on PCA 84-L-020-27/CDPA 84-L-020-08 (Kingstowne Parcel O LP) (Lee District)   |
| 3:30 |  | Public Hearing on RZ 2019-HM-011 (Sakthivel Chinnasamy and Nandakumar Sreenivasan) (Hunter Mill District)  |
| 4:00 |  | Public Hearing on RZ 2019-SU-010 and PCA 78-S-063-10 and PCA 81-S-076 (K. Hovnanian at The Boulevards at Westfields, LLC) (Sully District)           |
| 4:00 |  | Public Comment   |
| 4:00 |  | Closed Session   |

Board Agenda Item  
September 29, 2020

12:00 p.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard September 29, 2020

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

September 29, 2020

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

**APPOINTMENTS TO BE HEARD SEPTEMBER 29, 2020  
(ENCOMPASSING VACANCIES PROJECTED THROUGH **SEPTEMBER 30, 2020**)  
(Unless otherwise noted, members are eligible for reappointment)**

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

<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>
Joseph W. Blackwell (Appointed 1/06-1/08 by Kauffman; 1/09- 1/19 by McKay) Term exp. 1/20	Lee District Representative		Lusk	Lee
Eileen J. Garnett (Appointed 1/03-2/17 by Gross) Term exp. 1/18	Mason District Representative		Gross	Mason

**ADVISORY SOCIAL SERVICES BOARD (4 years – limited to 2 full consecutive 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>
David T. S. Jonas (Appointed 10/19 by Bulova) Term exp. 9/20	At-Large Chairman's Representative		McKay	At-Large Chairman's
Larysa M. Kautz (Appointed 5/18 by McKay) Term exp. 9/20	Lee District Representative		Lusk	Lee
Storme Gray (Appointed 3/19 by Storck) Term exp. 9/20	Mount Vernon District Representative		Storck	Mount Vernon
Amrita Banerjee (Appointed 9/16 by Herrity) Term exp. 9/20	Springfield District Representative		Herrity	Springfield
Alice Foltz (Appointed 9/16 by Smith) Term exp. 9/20	Sully District Representative		Smith	Sully

<b>AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)</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>
Kenneth Heyman (Appointed 2/17 by Storck) Term exp. 5/20	Builder (Single Family) Representative	<b>Kenneth Heyman</b> (Storck)	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

<b>AIRPORTS ADVISORY COMMITTEE (3 years)</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 Andrew Martin Concannon; appointed 9/15-1/17 by Gross) Term exp. 1/20 <i>Resigned</i>	Mason District Representative		Gross	Mason

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

<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 Frieda A. Tatem; appointed 10/93-10/96 by Davis; 9/99-10/02 by Hanley; 10/05-10/08 by Connolly; 11/11-10/17 by Bulova) Term exp. 10/20 Deceased	At-Large #1 Representative		By Any Supervisor	At-Large

**ANIMAL SERVICES ADVISORY COMMISSION (2 years)**

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

<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>
Chester J. Freedenthal (Appointed 6/19 by McKay) Term exp. 2/20	Lee District Representative	<b>Chester J. Freedenthal</b>	Lusk	Lee

**ARCHITECTURAL REVIEW BOARD (3 years)**

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

<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>
Michele C. Aubry (Appointed 10/09-11/14 by Hyland; 9/17 by Storck) Term exp. 9/20	Archaeologist Representative		By Any Supervisor	At-Large
Christopher Daniel (Appointed 3/14-10/17 by Bulova) Term exp. 9/20	Related Professional Group #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jason D. Sutphin; appointed 9/09-10/15 by Frey; 9/18 by Smith) Term exp. 9/21	Related Professional Group #6 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Douglas Phung; appointed 12/17 by Bulova) Term exp. 12/19 <i>Resigned</i>	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
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
Clarke Gray (Appointed 1/08-10/18 by Smyth) Term exp. 9/20	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Jane Dawber; appointed 3/13-9/16 by Hudgins) Term exp. 6/18 <i>Resigned</i>	Women's Sports Alternate Representative		By Any Supervisor	At-Large



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

<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>
Barbara Glakas (Appointed 1/12-6/19 by Foust) Term exp. 6/20	Dranesville District Representative		Foust	Dranesville
Marie Colturi (Appointed 9/19 by Hudgins) Term exp. 9/20	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Linda J. Waller; appointed 9/16-6/18 by McKay) Term exp. 6/19 <i>Resigned</i>	Lee District Representative		Lusk	Lee
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 <i>Resigned</i>	Mason District Representative		Gross	Mason

**BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)**  
 (No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR  
 shall serve as a member of the board.)

<u><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 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 years)

<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 Joseph W. Blackwell, appointed 2/05-1/08 by Kauffman; 12/09-12/17 by McKay) Term exp. 12/20 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large

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

<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 Joseph W. Blackwell; appointed 2/05-1/08 by Kauffman; 12/09-12/17 by McKay) Term exp. 12/19 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS**  
(2 years – limited to 3 consecutive 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>
Karen Pica (Appointed 10/14-9/18 by McKay) Term exp. 9/20 <i>Not eligible for reappointment</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Joan Marie Dec (Appointed 10/18 by Smith) Term exp. 9/20	At-Large #2 Representative		By Any Supervisor	At-Large

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

<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 Monica Billger; appointed 1/18 by McKay) Term exp. 9/19 <i>Resigned</i>	Lee District Representative	<b>Alexis Dickerson</b>	Lusk	Lee
VACANT (Formerly held by Grant Sitta; appointed 9/10-9/15 by Gross) Term exp. 9/19 <i>Resigned</i>	Mason District Representative		Gross	Mason

**CHILD CARE ADVISORY COUNCIL (2 years)**

<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>
Monica Jackson (Appointed 4/10-9/18 by Cook) Term exp. 9/20	Braddock District Representative	<b>Monica Jackson</b>	Walkinshaw	Braddock
Valerie Inman (Appointed 1/18-3/19 by Foust) Term exp. 9/20	Dranesville District Representative		Foust	Dranesville
Dawn M. Edwards (Appointed 9/19 by Hudgins) Term exp. 9/20	Hunter Mill District Representative		Alcorn	Hunter Mill
Wynne Busman (Appointed 11/12- 10/18 by Gross) Term exp. 9/20	Mason District Representative		Gross	Mason
Kerry O'Brien (Appointed 5/18 by Herrity) Term exp. 9/20	Springfield District Representative		Herrity	Springfield

<b>CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)</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 William J. McKenna; appointed 6/16-5/18 by Foust) Term exp. 5/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Linda J. Waller (Appointed 9/14-5/18 by McKay) Term exp. 5/20	Lee District Representative	<b>Linda J. Waller</b>	Lusk	Lee
Jonathan Kiell (Appointed 4/15 by Hyland; 7/16-5/18 by Storck) Term exp. 5/20	Mount Vernon District Representative		Storck	Mount Vernon
Caitlin Hutchison (Appointed 12/16-5/18 by Smith) Term exp. 5/20	Sully District Representative		Smith	Sully

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

Current Membership: Males: 7      Females: 3      Minorities: 4

<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 Lee Ellen Helfrich; appointed 2/14-1/20 by Gross) Term exp. 12/21 <i>Resigned</i>	At-Large #9 Representative		By Any Supervisor	At-Large

<b>COMMISSION FOR WOMEN (3 years)</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 Barbara Lipa; appointed 10/13 by Frey; 10/16 by Smith) Term exp. 10/19 <i>Deceased</i>	Sully District Representative		Smith	Sully

<b>COMMISSION ON AGING (2 years)</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>
Sharron Dreyer (Appointed 9/14- 5/18 by McKay) Term exp. 5/20	Lee District Representative	<b>Sharron Dreyer</b>	Lusk	Lee
Kathleen Hoyt (Appointed 12/16- 5/18 by Gross) Term exp. 5/20	Mason District Representative		Gross	Mason
Diane R. Watson (Appointed 7/18 by Storck) Term exp. 9/20	Mount Vernon District Representative		Storck	Mount Vernon

<b>CONSUMER PROTECTION COMMISSION (3 years)</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>
Dirck A. Hargraves (Appointed 2/06 by Kauffman; 10/08-7/17 by McKay) Term exp. 7/20	Fairfax County Resident #5 Representative		By Any Supervisor	At-Large

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

<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>
James D. Policaro (Appointed 3/10-3/16 by Smyth) Term exp. 3/20	At-Large Representative #1		By Any Supervisor	At-Large
Peter M. Rosen (Appointed 3/04-3/16 by Smyth) Term exp. 3/20	At-Large #2 Representative		By Any Supervisor	At-Large
Jeffrey L. Kovach (Appointed 6/12-3/16 by Smyth) Term exp. 3/20	At-Large #3 Representative		By Any Supervisor	At-Large

**DULLES RAIL TRANSPORTATION IMPROVEMENT  
DISTRICT ADVISORY BOARD, PHASE II (4 years)**

<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>
Gregory W. Trimmer (Appointed 1/12-1/16 by Bulova) Term exp. 1/20	BOS At-Large #6 Representative		By Any Supervisor	At-Large

**ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4 years)**

<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>
Roderick Mitchell (Appointed 6/18 by Bulova) Term exp. 7/1/2020	At-Large #1 Citizen Representative		By Any Supervisor	At-Large

**ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 05/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

**ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Debra Jacobson; appointed 3/18-11/18 by Foust) Term exp. 11/21 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

**CONFIRMATION NEEDED:**

- Ms. Prasi Thapa as the Student Representative

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

[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Michele Hymer Blitz (Appointed 6/06-3/16 by Hudgins) Term exp. 11/18 <i>Not eligible for reappointment</i>	Hunter Mill District Representative		Alcorn	Hunter Mill

**FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES  
(4 years)**

<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>
Robert C. Carlson (Appointed 10/17 by Bulova) Term exp. 7/20	At-Large #3 Representative		By Any Supervisor	At-Large

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

<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>
Michael Christ Trahos (Appointed 7/12-5/16 by Bulova) Term exp. 6/20	At-Large Chairman's Representative		McKay	At-Large Chairman's
Maia Cecire (Appointed 7/19 by McKay) Term exp. 6/20	Lee District Representative	<b>Maia Cecire</b>	Lusk	Lee

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

<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>
Jacqueline Hixson (Appointed 6/17 by Hudgins) Term exp. 6/20	Consumer #2 Representative		By Any Supervisor	At-Large



**HISTORY COMMISSION (3 years)**

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

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

<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 Michael Irwin; appointed 12/05-12/06 by Connolly; 1/10-02/19 by Smyth) Term exp. 12/21 <i>Providence District Resigned</i>	Citizen #8 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Mason District Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large

**HUMAN RIGHTS COMMISSION (3 years)**

<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>
Gloria J. Crawford (Appointed 9/08-09/17 by Hudgins) Term exp. 9/20	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kimberley Alton; appointed 3/19 by McKay) Term exp. 9/19 <i>Resigned</i>	At-Large #7 Representative		By Any Supervisor	At-Large

Continued

**HUMAN RIGHTS COMMISSION (3 years)**  
**continued**

<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>
Eduardo Conde (Appointed 1/20 by Gross) Term exp. 9/20	At-Large #8 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Raul Torres; appointed 6/18 by Bulova) Term exp. 9/20 <i>Resigned</i>	At-Large #9 Representative		By Any Supervisor	At-Large
Shahid S. Malik (Appointed 3/12-09/17 by Bulova) Term exp. 9/20	At-Large #11 Representative		By Any Supervisor	At-Large
Freda Bailey Shipman (Appointed 6/15-09/17 by Hudgins) Term exp. 9/20	At-Large #12 Representative		By Any Supervisor	At-Large

**HUMAN SERVICES COUNCIL (4 years)**

<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>
Fatima Y. Mirza (Appointed 12/16 by Foust) Term exp. 7/20	Dranesville District #2 Representative		Foust	Dranesville
Gerald V. Poje (Appointed 3/11-7/16 by Hudgins) Term exp. 7/20	Hunter Mill District #2 Representative		Alcorn	Hunter Mill

**INDUSTRIAL DEVELOPMENT AUTHORITY  
(4 years)**

<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 Charles Watson; appointed 3/05-10/16 by Smith) Term exp. 10/20	At-Large #7 Representative		By Any Supervisor	At-Large

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

<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 Michael Berger; appointed 1/17-1/18 by McKay) Term exp. 1/20 <i>Resigned</i>	Lee District Representative	<b>Deborah Woolen</b>	Lusk	Lee

**LIBRARY BOARD (4 years)**

<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 Willard O. Jasper; Appointed 3/04-5/06 by Kauffman; 5/10-5/18 by McKay) Term exp. 5/22 <i>Resigned</i>	Lee District Representative	<b>Keith Foxx</b>	Lusk	Lee

<b>OVERSIGHT COMMITTEE ON DISTRACTED AND IMPAIRED DRIVING (3 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Bob Tallman (Appointed 1/17 by McKay) Term exp. 6/19	Lee District Representative	<b>Steve Levinson</b>	Lusk	Lee
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

Continued

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

<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 L. 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

**REDEVELOPMENT AND HOUSING AUTHORITY (4 years)**

<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>
Ezra Rosser (Appointed 9/18 by Bulova) Term exp. 4/20	At-Large #1 Representative		By Any Supervisor	At-Large
Albert J. McAloon (Appointed 7/95 by Alexander; 3/96-3/00 by Kauffman; 4/04- 4/16 by McKay) Term exp. 4/20	Lee District Representative		Lusk	Lee

**RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD**

The Board of Supervisors established the advisory board on April 4, 2017  
 There will be 14 members on this advisory board. The appointees would serve  
 for 4-year terms from April 4, 2017

<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	Residential Owners and HOA/Civic Association #1 Representative		Foust or Alcorn	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #2 Representative		Foust or Alcorn	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		Foust or Alcorn	At-Large

**ROAD VIEWERS BOARD (1 year)**

<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 Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08- 11/13 by Herrity) Term exp. 12/14 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by L. Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11-1/18 by L. Smyth) Term exp. 12/18	At-Large #5 Representative		By Any Supervisor	At-Large

<b>SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Luis Ortiz Lopez (Appointed 10/16-3/18 by Hudgins) Term exp. 3/20	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

<b>TENANT LANDLORD COMMISSION (3 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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 Angelina Panettieri; appointed 6/11-1/15 by L. Smyth) Term exp. 1/18	Tenant Member #1 Representative		By Any Supervisor	At-Large
Amy Purnell (Appointed 9/16-1/17 by Bulova) Term exp. 1/20	Tenant Member #2 Representative		By Any Supervisor	At-Large

<b>TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2 years)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert W. Michie (Appointed 1/02-1/08 by Kauffman; 1/10- 1/18 by McKay) Term exp. 1/20	Lee District Representative	<b>Dyami Pipkin</b>	Lusk	Lee

**CONFIRMATION NEEDED:**

- Ms. Elizabeth A. Iannetta as the Park Authority Representative

<b>TRANSPORTATION ADVISORY COMMISSION (2 years)</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 Jenifer Joy Madden; appointed 9/06-6/18 by Hudgins) Term exp. 6/20 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Lewis C. Brodsky; appointed 9/18 by McKay) Term exp. 6/20 <i>Resigned</i>	Lee District Representative	<b>Alexis Glenn</b>	Lusk	Lee



**TREE COMMISSION (3 years)**

<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 Dragan Momcilovic; appointed 1/14-10/18 by Hudgins) Term exp. 10/21 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill

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

<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		McKay	At-Large

**NEW BOARD****YOUNG ADULTS ADVISORY COUNCIL (YAAC) (2 YEARS)**

**The Board of Supervisors established the Council on January 28, 2020**  
(There will be a total of 15 members. The appointees must be 20-34 years and  
would serve for 2-year terms limited to 2 full consecutive 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>
NEW POSITION	Dranesville District Representative		Foust	Dranesville
NEW POSITION	Lee District Representative	<b>Ana McCoy</b>	Lusk	Lee
NEW POSITION	Mason District Representative		Gross	Mason
NEW POSITION	George Mason University Representative		Confirmed by the Board	Confirmation

Board Agenda Item  
September 29, 2020

12:00 p.m.

Public Hearing on the County and Schools' FY 2020 Carryover Review to Amend the Appropriation Level in the FY 2021 Revised Budget Plan

ISSUE:

Public Hearing and Board action on the County and Schools' *FY 2020 Carryover Review*.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations included in the County and Schools' *FY 2020 Carryover Review*.

TIMING:

The public hearing has been advertised for 12:00 p.m. on September 29, 2020. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:

On July 28, 2020, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 29, 2020, regarding the County and Schools' Carryover Review. Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2021 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of FY 2020 Carryover Consideration Items

The *FY 2020 Carryover Review* was sent electronically on July 27, 2020, and is available at: <https://www.fairfaxcounty.gov/budget/fy-2020-carryover-budget-package>.

STAFF:

Bryan J. Hill, County Executive  
Joseph M. Mondoro, Chief Financial Officer  
Christina Jackson, Director, Department of Management and Budget  
Philip Hagen, Deputy Director, Department of Management and Budget

**SUMMARY OF FY 2020 CARRYOVER CONSIDERATION ITEMS  
as of September 15, 2020**

#	Consideration Item	Requested	Positions	Net
		By		Cost/(Savings)
1.	Provide funding to support the construction of the Turning Point Suffragist Memorial	McKay, Storck	0 / 0.0	\$600,000
2.	Provide funding to support the sound system needs of the Park Authority's summer concert series	Gross	0 / 0.0	\$50,000
3.	Provide funding to support the Metropolitan Washington Council of Governments Agriculture Task Force's regional efforts regarding local agriculture	Gross	0 / 0.0	\$25,000
4.	Provide funding to further support a cultural study about the history and preservation of Gum Springs	McKay, Storck	0 / 0.0	\$60,000
<b>Subtotal FY 2020 Carryover Consideration Items:</b>			<b>0 / 0.0</b>	<b>\$735,000</b>

<p><b><i>Total FY 2021 Impact: 0/0.0 FTE Positions and Total Funding (not including reserves) of \$735,000</i></b></p>
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Board Agenda Item  
September 29, 2020

12:00 p.m.

Matters Presented by Board Members

Board Agenda Item  
September 29, 2020

12:00 p.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Additional Time to Commence Construction for Special Exception Amendment SEA 78-L-074-06, Hilltop Sand and Gravel Company, Inc. (Lee District)

ISSUE:

Board consideration of additional time to commence construction for SEA 78-L-074-06, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve twenty-four (24) months additional time for SEA 78-L-074-06 to July 1, 2022.

TIMING:

Routine.

BACKGROUND:

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

On March 9, 2009, the Board of Supervisors approved RZ 2008-LE-002, without proffers, and SEA 78-L-074-06, subject to development conditions. The applications were filed in the name of Hilltop Sand and Gravel Company, Inc. for the purpose of amending SEA 78-L-074-5 in order to permit a reduction in the land area for the landfill operation, to increase the amount of fill, and to permit the construction of quasi-public recreational facilities on top of the landfill following its closure. RZ 2008-LE-002 rezoned 3.51 acres from the I-3 zoning district to the R-1 zoning district to provide for consistent administration of the property, the remainder of which was currently zoned R-1. The property is vacant and currently does not have an assigned address. The 64.78-acre property is located at the northeast quadrant of Telegraph Road and Beulah Street, Tax Map 100-1 ((1)) 9 (pt) (see locator map in Attachment 1). A landfill is a Category 2 Special Exception, the quasi-public recreational field are a Category 3 Special Exception if privately operated. As discussed below, the

Board Agenda Item  
September 29, 2020

fields are, at this time, to be operated by the Fairfax County Park Authority. These cases were a part of an overall set of entitlement applications which permitted the development of the Hilltop Village Shopping Center. However, this request concerns only the Special Exception land area. We further note that portions of the property have since been subdivided into Tax Map 100-1 ((1)) 9A and 9B1. A landfill use was established pursuant to the approval of SE 78-L-074 by the Board of Supervisors on December 18, 1978, subject to development conditions.

SEA 78-074-06 was approved with several conditions regarding the required timing associated with implementation of this SE. Specifically, the conditions noted that the special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the landfill entrance has been relocated, which was done. However, additionally, the recreational uses were to be established, or construction commenced, within (5) years from the date of approval unless the Board grants additional time. The development conditions for SEA 78-L-074-06 are included as part of the Clerk of the Board's letter contained in Attachment 2.

On April 26, 2016, the Board of Supervisors approved twenty-four (24) months of additional time to commence construction to a date of March 9, 2018. However, §15.2-2209.1 of the *Code of Virginia* permitted an automatic extension of this deadline to July 1, 2020. The Department of Planning and Development reviewed the status of this SE and, on January 8, 2018, confirmed that the applicant had until July 1, 2020, to commence construction. On May 29, 2020, the Department of Planning and Development (DPD) received a letter dated May 27, 2020, from Lynne J. Strobel, agent for the Applicant, requesting twenty-four (24) months of additional time (see Attachment 3). While the current expiration date is July 1, 2020, the approved Special Exception Amendment will not expire pending the Board's action on the request for additional time.

Since approval, the applicant has worked to fulfill all development conditions associated with SEA 78-L-074-06. Ms. Strobel notes that based on approvals issued by the Department of Environmental Quality (DEQ), the applicant has closed the landfill and relocated the landfill entrance as required by the conditions. A minor site plan has also been approved to allow for construction of the ballfields, and the Applicant has worked with representatives of the Fairfax County Park Authority (FCPA) and the County Attorney's Office to complete a lease agreement. Ms. Strobel states that the terms of the lease agreement have been finalized, and the document is currently being circulated for signature. Once the lease agreement is fully executed the applicant will commence construction of the fields as well as a maintenance building for post closure care of the property. Ms. Strobel states the length of time that this has taken, including negotiation of the lease with FCPA, was unanticipated at the time of the original approval.

Board Agenda Item  
September 29, 2020

Staff has reviewed Special Exception SEA 78-L-074-06 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a quasi-public recreational use within a R-1 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SEA 78-L-074-06 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. Finally, the conditions associated with the Board's approval of SEA 78-L-074-06 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twenty-four (24) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Clerk's Letter dated March 25, 2009, to Lynne J. Strobel

Attachment 3: Letter dated May 27, 2020, to Leslie Johnson

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning and Development (DPD)

Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPD

Suzanne Wright, Chief, Conformance Review & Acceptance Branch, ZED, DPD

Denise James, Chief, Environment & Development Review Branch, Planning Division, DPD

Jerrell Timberlake, Staff Coordinator, ZED, DPD



# Rezoning Application

**RZ 2008-LE-002**

Applicant: HILLTOP SAND AND GRAVEL COMPANY, INC.  
 Accepted: 03/25/2008  
 Proposed: TO PERMIT CONTINUATION OF EXISTING  
 LANDFILL AND FUTURE RECREATION FACILITIES

Area: 3.51 AC OF LAND; DISTRICT - LEE

Zoning Dist Sect:

Located: NORTHEAST OF BEULAH STREET  
 APPROXIMATELY 1,000 FEET NORTH OF ITS  
 INTERSECTION WITH TELEGRAPH ROAD

Zoning: FROM I- 3 TO R- 1

Overlay Dist: NR

Map Ref Num: 100-1- /01/ /0009 pt.

# Special Exception Amendment

**SEA 78-L-074-06**

Applicant: HILLTOP SAND AND GRAVEL COMPNY, INC.  
 Accepted: 03/25/2008  
 Proposed: AMEND SE 78-L-074 PREVIOUSLY APPROVED FOR  
 LANDFILL TO PERMIT SITE MODIFICATIONS,  
 REDUCTION OF LAND AREA, CONTINUATION OF  
 EXISTING LANDFILL, AND TO ESTABLISH  
 QUASI-PUBLIC RECREATION FACILITIES IN FUTURE

Area: 64.78 AC OF LAND; DISTRICT - LEE

Zoning Dist Sect: 03-0104

Art 9 Group and Use: 3-08 2-03

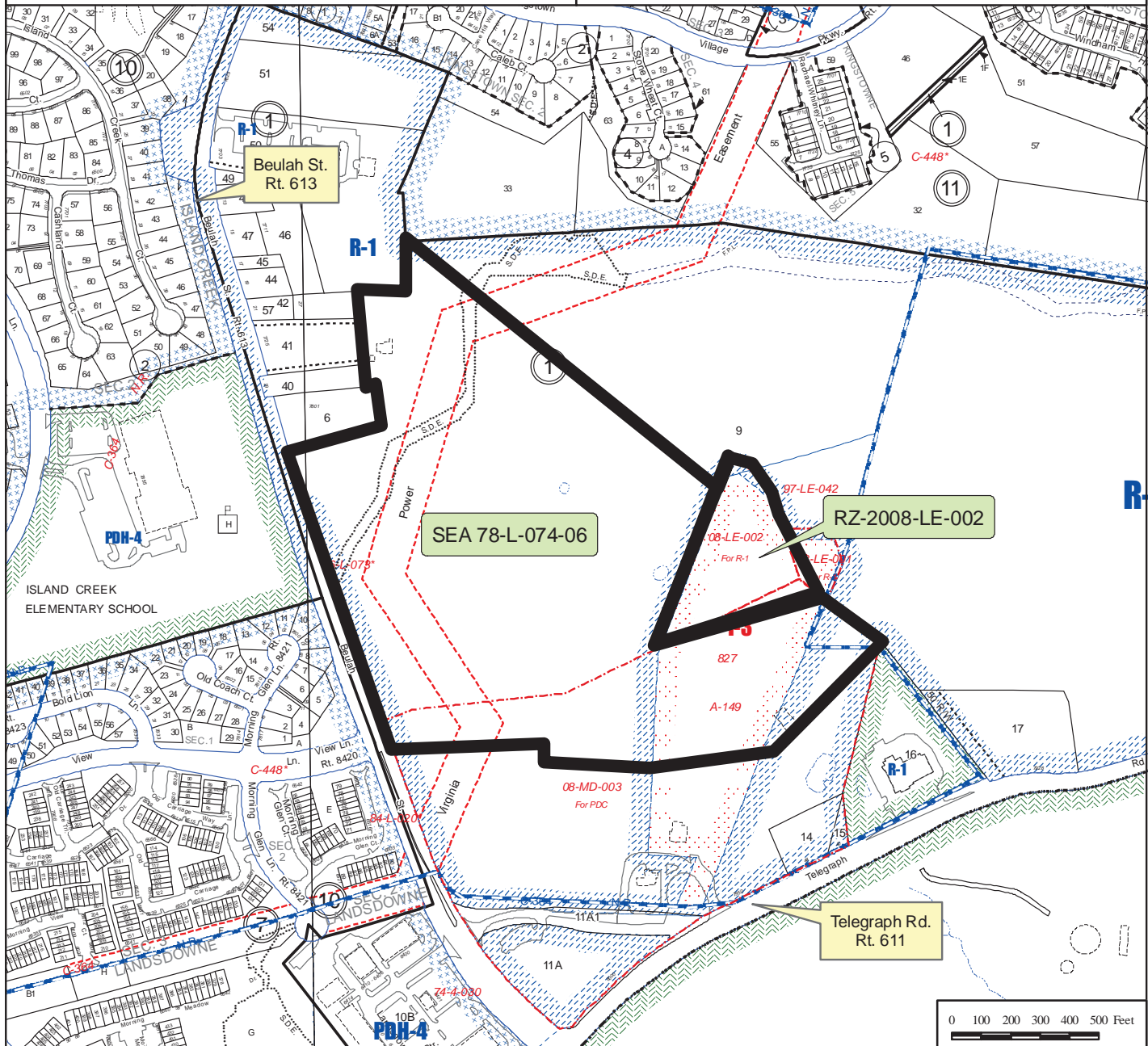
Located: EAST SIDE OF BEULAH STREET APPROXIMATELY  
 1,000 FEET NORTH OF ITS INTERSECTION WITH  
 TELEGRAPH ROAD

Zoning: R- 1

Plan Area: 4,

Overlay Dist: NR

Map Ref Num: 100-1- /01/ /0009 pt.





## County of Fairfax, Virginia

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

March 25, 2009

Lynne J. Strobel  
Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.  
2200 Clarendon Boulevard, 13<sup>th</sup> Floor  
Arlington, Virginia 22201

RE: Special Exception Amendment Application SEA 78-L-074-06  
(Concurrent with Rezoning Application RZ 2008-LE-002)

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on March 9, 2009, the Board approved Special Exception Amendment Application SEA 78-L-074-06 in the name of Hilltop Sand and Gravel Company, Inc. The subject property is located on the east side of Beulah Street, approximately 1,000 feet north of its intersection with Telegraph Road, on approximately 64.78 acres of land zoned R-1, I-3, and NR in the Lee District [Tax Map 100-1 ((1)) 9 pt.]. The Board's action amends Special Exception Application SE 78-L-074, previously approved for a landfill to permit reduction of land area, continuation of existing landfill, to establish quasi-public recreation facilities in the future, and associated modifications to site design and development conditions pursuant to Section 3-104 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

### General Conditions

1. This Special Exception Amendment is granted for the location indicated in the application and is not transferable to other land.
2. This Special Exception Amendment (SEA) is granted for the location and uses outlined in the application as amended by these conditions.
3. This SEA is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this SEA shall be in conformance with the approved Special Exception Amendment Plat (the "SEA Plat") prepared by Dewberry & Davis, which is dated February 11, 2008, as revised through December 16, 2008, and these conditions. Minor modifications to the approved special exception amendment may be permitted pursuant to Paragraph 4 of Section 9-004 of the Zoning Ordinance.

Office of the Clerk to the Board of Supervisors  
12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>

4. The existing single family detached dwelling unit in the northwestern corner of the property may continue to be used as a residence. Upon such time as the residential use is ceased, the residential building, other building and man-made structures and improvements (such as, but not limited to, sheds, clothes lines, driveways, patios, etc.) shall be removed and the disturbed land stabilized in accordance with the recommendations of the Urban Forestry Division as determined at the time of the issuance of the building permit to allow the demolition of the structure.
5. Construction of recreational facilities as depicted on the SEA Plat shall not take place until:
  - The Geotechnical Review Board (GRB) has determined that any residual post-construction settlement will not affect the appearance or structural integrity of the proposed improvements; and
  - The Fire and Rescue Department and/or DPWES has determined that the nature and extent of the generation and escape of combustible gases and potential fire hazards of the constituent material, considering its state of decomposition, has been provided for adequately and will not create an unsafe or hazardous condition in or around any of said proposed improvements.
  - The Approval of the Closure Certification by the Virginia Department of Environmental Quality (DEQ). A copy of the Closure Certification shall be provided to the Director, DPWES.

Conditions on the Operation of the Landfill

6. Until ceased as described herein, the landfill operations previously approved pursuant to SEA 78-L-074-05 may continue in full force and effect on reduced landfill area comprised of 35.86 acres.
7. A copy of the Closure Plan approved by DEQ shall be provided to the Department of Planning and Zoning (DPZ), the Division of Solid Waste Disposal and Resource Recovery (DSWDRR) of the DPWES and a copy of the approved Closure Plan shall be maintained on-site and made available. Amended versions of the Closure Plan shall be submitted to the above mentioned agencies as revisions occur and with any subsequent site plan submissions.
8. The applicant shall operate the landfill in conformance with all sections of Virginia Code (VAC) applicable to the proposed landfill operations. There shall be NO FUTURE EXPANSION of the landfill, beyond that outlined by the SEA Plat.

9. The fill volume of the landfill prior to the installation of final cover, vegetation, and "structures" as shown on the SEA Plat, shall not exceed the proposed final fill volume of 8.95 million cubic yards. The Applicant shall cease accepting construction and demolition debris when the final fill level is reached or prior to public occupancy of the proposed grocery store proposed on the CDP/FDP for RZ 2008-MD-003 or by April 1, 2013, whichever occurs first.
10. The landfill shall receive only construction/demolition debris materials, as defined in Section 104 of the County Code and as deemed permissible by Federal, State and County regulations. Unacceptable landfill materials shall be prohibited on-site in accordance with the facility's Unauthorized Waste Control Plan as required by DEQ.
11. Waste materials shall not be burned nor allowed to be burned at the site.
12. A licensed operator of the landfill shall provide the Director of DPWES a copy of the Annual Groundwater Monitoring Report at the same time it is submitted to DEQ. The Director of DPWES shall be notified within thirty (30) days if the landfill exceeds any of the facility's approved Groundwater Protection Standards.
13. Elevation certifications signed and sealed by a Virginia licensed land surveyor or professional engineer shall be provided to the Director of DPWES annually by the licensed operator of the landfill. The certification shall include a statement verifying whether the landfill elevations are at or below the approved elevations approved pursuant to this special exception amendment.
14. Dredge soils may be deposited at the landfill so long as the dredge soils entering the site meet the DEQ definition of acceptable waste for Construction and Demolition Debris landfills.
15. The control of decomposition gases from the landfill shall be monitored through the implementation of a Gas Monitoring and Management Plan in accordance with Virginia's Solid Waste Management Regulations. A gas collection system shall be installed per the DEQ approved Closure Plan. All proposed recreational structures shall be open air, self-venting construction in order to prevent the buildup of landfill gases. Any closed structures shall be locked to prohibit public access.
16. The height of the landfill shall not exceed the elevations depicted by the proposed topography on the SEA Plat, except for (i) any temporary berms which may be required by the Director for visual screening or noise attenuation; (ii) to provide adequate drainage from the center of the landfill; and (iii) temporary soil stockpiles for accelerating landfill

March 25, 2009

settlement prior to construction of the recreation improvements; and (iv) final grading as may be approved in conjunction with the Closure Plan.

17. An Emergency Contingency Plan has been prepared and implemented in accordance with Virginia's Solid Waste Management Regulations and a list of the landfill's equipment operators and their telephone numbers shall be made available to the County's Emergency Operations Center and kept current by the landfill operator.
18. Prior to the implementation of condition Number 9, no construction and demolition debris shall be accepted except between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and between 7:00 a.m. and 12:00 p.m. (noon) on Saturdays. In no case shall landfill operations begin until the commencement of the normal business hours listed above. With prior approval from the Director of DPWES, or his designated agent, the applicant may operate until 5:00 p.m. on Saturday on an emergency basis. This approval shall not be granted more than ten times per calendar year. In the event of a significant community emergency, as determined by the County Executive, the landfill may temporarily operate outside of normal business hours if so notified in writing.
19. Per Sect. 9-205 of the Zoning Ordinance, the site shall be made available to the Director of DPWES or his representatives in preparation for the annual report to the Board of Supervisors. As a result of the annual inspection, the Director of DPWES may recommend additional restrictions and limitations on the use to the Board.
20. A fee of fifty cents (\$0.50) per truck load will be collected from each truck carrying construction debris entering the Hilltop Landfill. This fund will be equally distributed for use in the development of Lee District Park and acquisition and restoration of Huntley Plantation. There will be no limitation on the amount collected for this fund. This fee shall be tied to a yearly escalator based on the Consumer Price Index.
21. Sound levels emanating from the site shall not exceed those applicable levels specified in Chapter 108, Noise, of the County Code.

Buffering, Landscaping and Screening Condition

22. Landscaping shall be provided as shown on the SEA Plat. All landscaping shall be maintained in good health by the applicant. Any landscaping materials that should die shall be replaced by the operator/applicant within six months (weather permitting as determined by Urban Forestry Management).
23. Final cover material shall be provided in accordance with DEQ design requirements as approved in the Closure Plan.

Transportation Conditions

24. Effective dust control measures shall be installed and maintained by the operator of the landfill. At a minimum, these measures shall include the full-time availability of a water tank truck and sweeper truck on-site.

Park Conditions

25. The proposed park is for active and passive recreation. All park improvements shall be provided by the applicant as depicted on the SEA Plat and shall be constructed to Fairfax County Park Authority (FCPA) standards in consultation with FCPA staff.
26. Public access easements shall be provided over all trails and those on-site park facilities intended for public access as depicted on the SEA Plat. A cooperative agreement shall be developed between FCPA and the applicant regarding liability.
27. A maintenance and liability agreement to govern park related uses shall be established between the applicant and FCPA prior to any portions of the property being made accessible to the public for park purposes.
28. Should the proposed recreation facilities be operated by the Fairfax County Park Authority and it is determined that 2232 approval is required, said approval shall be obtained by the Park Authority prior to the facilities being opened and operated by the Park Authority.
29. Subject to the review and approval of the Park Authority and FCDOT, bicycle racks that provide parking for 20 bicycles shall be included.
30. A four foot tall chain-link fence, vinyl coated, shall be provided along the boundary between the landfill and Hilltop Village Center prior to the issuance of the first Non-Residential Use Permit (Non-RUP) for that shopping center. This fence may be removed as part of the closure activities of the landfill.
31. Submission and approval of a site plan prepared in accordance with the provisions of Article 17, is required prior to the implementation of the recreational facilities. The site plan will be submitted upon submission of the landfill closure certification to DEQ. Any plan submitted pursuant to this SEA shall be in substantial conformance with the approved SEA Plat. Minor modifications to the approved Special Exception may be permitted pursuant to Par. 4 of Section 9-004 of the Zoning Ordinance.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required



Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished. The approval of this special exception does not interfere with, abrogate or annul any 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 shall automatically expire, without notice, thirty (30) months after the date of approval unless the landfill entrance has been relocated and an initial Non-RUP obtained for the relocated landfill office. The recreational uses shown on the SEA Plat shall be established or construction has commenced and been diligently prosecuted within five (5) years from the date of approval. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

**The Board also:**

- Waived the transitional screening yard and barrier requirements along all boundaries of the landfill to that depicted on the GDP/SEA Plat.
- Approved the construction of the proffered recreational facilities and the proposed parking lot on the closed landfill sooner than 20 years after closure of the landfill, pursuant to Paragraph 9 of Section 9-205 of the Zoning Ordinance.

Sincerely,



Nancy Vehrs  
Clerk to the Board of Supervisors  
NV/dms



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

**WALSH COLUCCI  
LUBELEY & WALSH PC**

May 27, 2020

**Via E-Mail and U.S. Mail**

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

Re: SEA 78-L-074-06  
Applicant: Hilltop Sand and Gravel Company, Inc.  
Fairfax County Tax Map Reference: 100-1 ((1)) 9B pt. (the "Subject Property")

Dear Ms. Johnson:

Please accept this letter as a request for additional time to establish SEA 78-L-074-06 in accordance with the provisions of Section 9-015 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").

The Applicant has been the owner of the Subject Property for many years, and operated a number of uses including a landfill and a golf course. Most recently, the Fairfax County Board of Supervisors approved the referenced special exception amendment at its hearing held on March 9, 2009. The application is one of a series of applications that were submitted and processed for the development of a shopping center, known as Hilltop Village Center, which is located in the northwest quadrant of the intersection of Telegraph Road and Beulah Street. The establishment of the shopping center necessitated the closure of the landfill operation on the Subject Property. Specifically, SEA 78-L-074-06 reduced the land area of the landfill from 64.7 acres to 35.88 acres, increased the amount of fill permitted on the remaining portion of the landfill, and allowed approval of recreational facilities on the Subject Property upon closure of the landfill operation.

The approval for SEA 78-L-074-6 was granted for a period of 30 months during which the landfill entrance was required to be relocated and an initial Non-RUP obtained for the relocated landfill office. The approval further states that the recreational uses as shown on the SEA Plat shall be established or construction commenced and diligently prosecuted within 5 years from the date of approval which would be March 9, 2014. On January 8, 2018, Winnie Williams confirmed that the Applicant has until July 1, 2020 to commence construction or establish a special exception due to legislation associated with the Virginia Code Section 15.2-2209.1.

**ATTORNEYS AT LAW**

703 528 4700 ■ [WWW.THELANDLAWYERS.COM](http://WWW.THELANDLAWYERS.COM)  
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359  
LOUDOUN 703 737 3633 ■ WOODBRIDGE 703 680 4664



The Applicant has been diligently pursuing fulfillment of all development conditions associated with SEA 78-L-074-6. Based on approvals issued by the Department of Environmental Quality (DEQ), the Applicant has closed the landfill and relocated the landfill entrance as required by the conditions. A minor site plan has been approved to allow for construction of the ballfields, and the Applicant has diligently worked with representatives of the Fairfax County Park Authority and the County Attorney's Office to complete a Lease Agreement. The terms of the Lease Agreement have been finalized, and the document is currently being circulated for signature. Once the Lease Agreement is fully executed, the Applicant will commence construction of the fields as well as a maintenance building for post closure care of the Subject Property.

The Applicant has been diligently pursuing closure of the landfill, compliance with the special exception conditions, and establishment of the ballfields. The length of time that this has taken, including negotiation of the lease with the Fairfax County Park Authority, was unanticipated at the time of the original approval. There has been no change in circumstances that would render the approvals inconsistent with the Comprehensive Plan or the public interest. In order to allow the Applicant sufficient time to construct the remaining improvements, I request 24 months of additional time to fulfill the conditions of SEA 78-L-074-06.

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

Very truly yours,

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



Lynne J. Strobel

LJS/kae

cc: Sandra O'Connell  
Michael Gailliot

A0917380.DOCX / 1 Ltr to Johnson re: Additional Time Request 003062 000008

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ADMINISTRATIVE - 2

Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception Amendment SEA 82-M-093-02, 7231 Arlington Boulevard, LLC (Mason District)

ISSUE:

Board consideration of additional time to obtain a Non-RUP for SEA 82-M-093-02, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve twelve (12) months additional time for SEA 82-M-093-02 to August 6, 2021.

TIMING:

Routine.

BACKGROUND:

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

On February 6, 2018, the Board of Supervisors approved Special Exception Amendment SEA 82-M-093-02, subject to development conditions. The application was filed in the name of 7231 Arlington Boulevard, LLC, to amend SEA 82-M-093, previously approved for a service station, to permit site modifications that included, the construction of two additional service bays, the closure of a vehicular access point, and the reconfiguration of the on-site sub-standard parking spaces in the C-5 zoning district. The site is located at 7231 Arlington Boulevard, Tax Map 50-3 ((4)) 260A (see Locator Map in Attachment 1). The service station, a Category 5 special exception use, is permitted pursuant to Section 4-504 of the Fairfax County Zoning Ordinance. SEA 82-M-093-02 was approved with a condition that at a minimum, the use be established or

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construction commenced as evidenced by the issuance of a Non-Residential Use Permit (Non-RUP) for the service station use within thirty (30) months of the approval date unless the Board granted additional time. The development conditions for SEA 82-M-093-02 are included as part of the Clerk to the Board's letter contained in Attachment 2.

In conformance with the expiration provision, the approved use was required to obtain a Non-RUP by August 6, 2020. On June 22, 2020, the Department of Planning and Development (DPD) received a letter dated June 17, 2020, from Timothy Dugan, agent for the Applicant, requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

In the June 17, 2020 request for additional time, Mr. Dugan stated additional time was necessary to commence construction to complete the site modifications as shown on the SEA Plat. According to Mr. Dugan's letter, the economic downturn due the COVID-19 pandemic has temporarily slowed business and diminished available cashflow. Mr. Dugan further states that while the requestor intends to proceed with required improvements and obtain a Non-RUP, the requestor has not been able to do so due to rising construction costs and the expenses. Mr. Dugan has confirmed with staff that the requestor expects to obtain the Non-RUP by August 6, 2021. The request for twelve (12) months of additional time will allow the requestor to satisfy development conditions, complete the required site modifications, and ultimately obtain a new Non-RUP.

Staff has reviewed Special Exception Amendment SEA 82-M-093-02 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a service station within an C-5 zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SEA 82-M-093-02 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception Amendment. Finally, the conditions associated with the Board's approval of SEA 82-M-093-02 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:  
None

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ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Clerk's Letter dated February 7, 2018, to Zachary G. Williams

Attachment 3: Letter dated June 17, 2020, to Barbara Byron

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning & Development (DPD)

Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPD

Suzanne Wright, Chief, Conformance Review & Acceptance Branch, ZED, DPD

Denise James, Chief, Environment & Development Review Branch, Planning Division, DPD

Laura O'Leary, Staff Coordinator, ZED, DPD

# Special Exception Amendment

SEA 82-M -093-02



Applicant:  
Accepted:  
Proposed:

7231 ARLINGTON BOULEVARD LLC  
01/25/2017  
AMEND SEA 82-S-093 PREVIOUSLY APPROVED  
FOR A SERVICE STATION TO PERMIT SITE  
MODIFICATIONS AND WAIVER OF OPEN  
SPACE REQUIREMENT

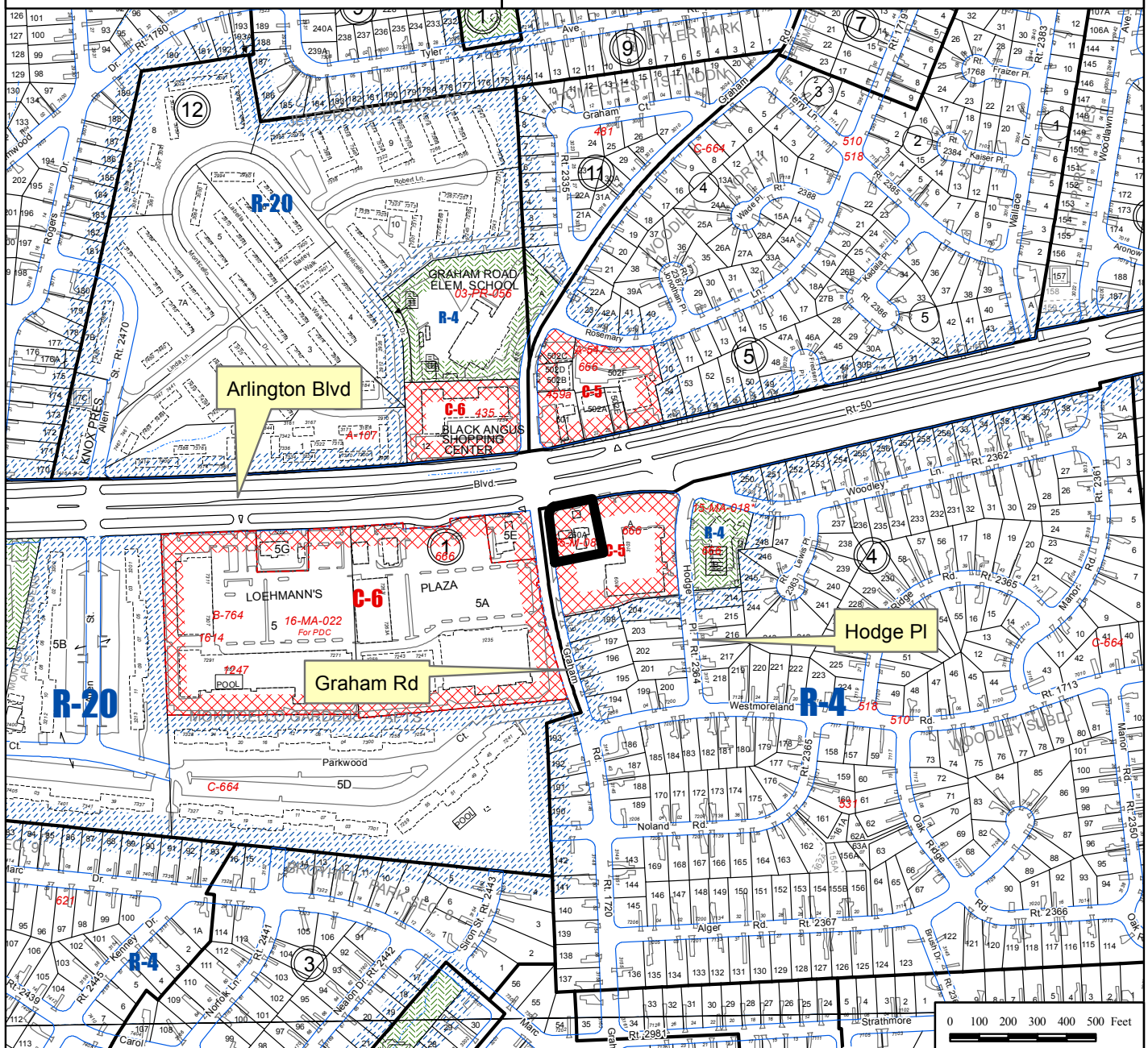
Area:  
Zoning Dist Sect:  
Located:

26557 SF OF LAND; DISTRICT - MASON  
09-061204-0504  
7231 ARLINGTON BOULEVARD, FALLS  
CHURCH, VA 22032

Zoning:  
Plan Area:  
Overlay Dist:  
Map Ref Num:

C- 5  
1,  
050-3- /04/ /0260A

ATTACHMENT 1







# County of Fairfax, Virginia

ATTACHMENT 2

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

February 7, 2018

Zachary G. Williams  
Bean, Kinney and Korman, P.C.  
2300 Wilson Boulevard, 7<sup>th</sup> Floor  
Arlington, VA 22201

RECEIVED  
Department of Planning & Zoning  
FEB 15 2018  
Zoning Evaluation Division

Re: Special Exception Amendment Application SEA 82-M-093-02

Dear Mr. Williams:

At a regular meeting of the Board of Supervisors held on February 6, 2018, the Board approved Special Exception Amendment Application SEA 82-M-093-02 in the name of 7231 Arlington Boulevard, LLC. The subject property is located at 7231 Arlington Boulevard, on approximately 26,557 square feet land, zoned in the C-5 District, Mason District [Tax Map 50-3 ((4)) 260A]. The Board's action amends Special Exception Application SE 82-M-093, previously approved for a service station with waivers of minimum lot size requirements and open space requirements, to permit site modifications and reaffirm previous waivers of minimum lot size requirements and open space requirements and associated modifications to development conditions. Previously approved conditions or those with minor modifications are marked with an asterisk (\*).

1. This Special Exception Amendment (SEA) is granted for and runs with the land indicated in this application and is not transferable to other land.\*
2. This Special Exception Amendment is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Amendment Plat approved with the application, as qualified by these development conditions.\*
3. A copy of these Special Exception Amendment conditions, along with the Non-Residential Use Permit (Non-RUP), must be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during hours of operation for the permitted use.\*
4. This Special Exception Amendment is subject to the provisions of Article 17, Site Plans, as may be determined by the Director of Land Development Services (LDS). Any plan submitted pursuant to this Special Exception Amendment must be in substantial conformance with the approved Special Exception Amendment Plat entitled "Virginia Tire & Auto", and prepared by Travis W. D'Amico, which is dated 11/30/16, as revised through 12/13/17, and these conditions. Minor modification to the approved Special Exception Amendment may be permitted pursuant to Paragraph 5 of Section 9-004 of the Zoning Ordinance.\*

---

Office of the Clerk to the Board of Supervisors  
12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035  
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>

**The Board also:**

- Waived the loading space requirement per Section 11-200 of the Zoning Ordinance

Sincerely,



Catherine A. Chianese  
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova  
Supervisor Penelope Gross, Mason District  
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration  
Tracy D. Strunk, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay  
Michael Davis, Section Chief, Transportation Planning Division  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Andrea Dorlester, Park Planning Branch Manager, FCPA  
Abdi Hamud, Development Officer, DHCD/Design Development Division  
Jill Cooper, Executive Director, Planning Commission  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

## **APPROVED DEVELOPMENT CONDITIONS**

### **SEA 82-M-093-02**

**January 12, 2018**

The Board of Supervisors approved SEA 82-M-093-02, previously approved for a service station and waivers of open space and lot size requirements, located at 50-3 ((4)) 260A to permit site modifications and related changes to development conditions and previous waivers pursuant to Sections 4-504 and 4-508 of the Fairfax County Zoning Ordinance. The Board conditioned the approval by requiring conformance with the following development conditions, which all supersede all previous conditions for the subject property. (Those conditions that are identical or that contain only minor editorial changes to conditions that were included in previous approvals are marked with an asterisk\*).

1. This Special Exception Amendment (SEA) is granted for and runs with the land indicated in this application and is not transferable to other land.\*
2. This Special Exception Amendment is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Amendment Plat approved with the application, as qualified by these development conditions.\*
3. A copy of these Special Exception Amendment conditions, along with the Non-Residential Use Permit (Non-RUP), must be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during hours of operation for the permitted use.\*
4. This Special Exception Amendment is subject to the provisions of Article 17, Site Plans, as may be determined by the Director of Land Development Services (LDS). Any plan submitted pursuant to this Special Exception Amendment must be in substantial conformance with the approved Special Exception Amendment Plat entitled "Virginia Tire & Auto", and prepared by Travis W. D'Amico, which is dated 11/30/16, as revised through 12/13/17, and these conditions. Minor modification to the approved Special Exception Amendment may be permitted pursuant to Paragraph 5 of Section 9-004 of the Zoning Ordinance.\*
5. Landscape Planting Pre-installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the contractor/developer shall coordinate a pre-installation meeting on the site with the landscape contractor, UFMD staff, and any additional appropriate parties. Any proposed changes to planting locations, tree/shrub planting sizes, and species substitutions shown on the approved plan shall be reviewed and must be approved by UFMD staff prior to planting. The installation of plants not



approved by UFMD may require the submission of a revision to the landscape plan or removal and replacement with approved trees/shrubs prior to bond release.

6. The Applicant shall submit a landscape plan that shows, at a minimum, landscaping as depicted on the development plan (SE) concurrently with the first submission, and all subsequent submissions, of the site plan for review and approval by the Urban Forest Management Division (UFMD), DPWES. All landscaping shall be installed prior to the issuance of the first RUP/Non-RUP on the property, or as determined by UFMD for a particular project, but no later than bond release.
7. Soil Remediation. Soil in planting areas that contain construction debris and rubble, are compacted or are unsuitable for the establishment and long-term survival of landscape plants, shall be the subject of remedial action to restore planting areas to satisfy cultural requirements of trees, shrubs and groundcovers specified in the landscape planting plan. The applicant shall provide notes and details specifying how the soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.
8. Landscape Planting Plan. As part of the first and all subsequent plan submissions, the Applicant shall include a landscape planting plan and specifications for review and approval by UFMD. The landscape planting plan and specifications shall incorporate sustainable landscape planting techniques designed to reduce maintenance requirements; and contribute to a cleaner and healthier environment with improved air quality, stormwater management, and resource conservation capabilities that can be provided by trees and other desirable vegetation.
  - Reduce turf areas to minimize mowing operations and the resulting air pollution. Turf shall be no more than (75) percent of the pervious area of each of lot (site). Mulched planting beds incorporating groups of trees and other vegetation shall be used to provide a root zone environment favorable tree trees and other vegetation.
  - Provide a diverse selection of native and non-invasive plants to encourage native pollinators and reduce the need for supplemental watering, and the use of chemical fertilizers, herbicides and chemical control of harmful insects and disease.
  - Sustainable landscape planting implemented with the subdivision/site plan should be made up of groups of trees including larger overstory trees (Category III and IV as listed in PFM Table 12.19) together smaller understory trees, (Category II) shrubs and groundcovers. In this

application, it is acceptable for the 10-year projected canopies of overstory trees to overlap the canopies of understory trees as well as shrubs and groundcovers, as may occur in a multi-layer, wooded environment.

9. Inspection of mulch beds for conformance with the approved subdivision/site plan shall be conducted at the time that the RUP/Non-RUP is issued for each building or phase of the plan. After mulch beds have been accepted, they shall become the responsibility of the property owner who shall not be precluded from managing or planting these areas according to their preference.
10. The final determination as to the potential crosswalk connecting Woodley Lane to Route 50 will be made during site plan review, subject to the Virginia Department of Transportation (VDOT) approval. At the time of site plan review, the Applicant will conduct the appropriate crosswalk studies for VDOT to determine if and where a crosswalk is warranted. These crosswalk studies should also be submitted to Fairfax County Department of Transportation for review. If warranted, the Applicant will install such crosswalk and associated signage per all applicable VDOT regulations.
11. The applicant will grant a public access easement to Fairfax County, in a form acceptable to the County Attorney, for that portion of the trail and sidewalk located on the northwestern corner of the subject property. The applicant shall enter into agreement with VDOT to privately maintain the trail and sidewalk along the entire frontage of the subject property on Woodley Lane and Graham Road.
12. The applicant will be required to submit a study and/or other necessary documents required to stripe crosswalks within the applicant's driveway entrances at site plan. If VDOT approves the striped crosswalks within the entrances, then the applicant will stripe these crossings.
13. The final design and locations of the bike racks shall be consistent with Fairfax County Policy and Guidelines for Bicycle Parking and coordinated with the FCDOT Bicycle Coordinated or his/her designee prior to site plan approval.
14. Adequate sight distance must be provided at all exit locations in accordance with current VDOT and Fairfax County standards. This must include regular maintenance of vegetation and trees to ensure adequate lines of sight.
15. Temporary promotional banners, balloons, flags, or rooftop displays are not permitted on site. No promotional signage is permitted on any light poles.
16. The outdoor storage and display of all goods shall be subject to Sect. 2-504 and shall be limited to goods permitted to be sold at a service station.

17. This service station shall not be used for the performance of major repairs, and no wrecked, inoperative or abandoned vehicles may be temporarily stored outdoors for a period in excess of seventy-two (72) hours, subject to the limitation that there shall be no dismantling, wrecking or sale of said vehicles or parts thereof. In addition, there shall be no more than two (2) such vehicles on site at any one time.

The above proposed conditions are staff recommendations and do not reflect the position of the Board of Supervisors unless and until adopted by that Board.

This approval, contingent on the above noted conditions does not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant must 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.

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, at a minimum, the use has been established or construction has commenced and been diligently prosecuted as evidenced by the issuance of a Non-Residential Use Permit for the use. 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.



2311 WILSON BOULEVARD  
5TH FLOOR  
ARLINGTON, VA 22201  
PHONE 703.525.4000  
FAX 703.525.2207

Recd. June 22, 2020.  
Dept. of Planning & Development - ZED  
Conformance Review & Application Acceptance Branch (B.R.)

Timothy Dugan  
Admitted: VA, MD and D.C.  
Mobile: (301) 922-4504  
Office: (703) 526-5583  
tdugan@beankinney.com

June 17, 2020

ATTACHMENT 3

By Email

Ms. Barbara Byron  
Director, Fairfax County Department of Planning and Zoning  
12055 Government Center Parkway  
Suite 801  
Fairfax, VA 22035

Re: Request for Special Exception Amendment Extension  
To August 6, 2021  
SEA 82-M-09-02 7231 Arlington Boulevard, LLC

Dear Ms. Byron:

On behalf of the Applicant, we respectfully request that the Special Exception Amendment expiration date be extended for one year, until August 6, 2021, for the reasons explained below.

Section 9-008 of the Zoning Ordinance provides that "unless stipulated by the Board a specified period of time shall commence on the date of approval of a special exception." The Board of Supervisors approved the special exception amendment application on February 6, 2018. Enclosed are copies of the Board of Supervisors' approval and the Planning Commission's recommendation of approval. Pursuant to Section 9-015, the approval would expire, if not extended, on August 6, 2020.

The Applicant is encountering some economic headwinds arising from the pandemic, which will be overcome. However, beginning construction on or before August 6, 2020 is not feasible. The resultant economic downturn has temporarily slowed business and diminished available cashflow, which is making it more difficult to secure adequate financing. Mobilizing other resources is challenging in light of the new health concerns and social distancing requirements, which, as an example, negatively affect the smooth and efficient operation of a construction project, which in turn is causing the reconsideration of the cost and timing provisions of the construction contracts. Further, because of COVID-19, the Applicant is considering design changes to anticipate long-term requirements that had not been considered before.

The Applicant's reasons for requesting an extension show good cause. Section 9-012 authorizes the "Zoning Administrator" to extend the expiration date for good cause shown, as in the instant case.



Based on the good cause shown, we respectfully request that the expiration date be extended for one year, until August 6, 2021.

We already communicated with the Mason District Office of Board of Supervisor Penelope A. Gross, which is supportive.

Thank you for your consideration. Please call with your comments, questions and instructions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Timothy Dugan', written in a cursive style.

Timothy Dugan

Enclosures:

Board of Supervisors' Approval, approval letter dated February 7, 2018

Planning Commission's Recommendation of Approval, recommendation letter dated January 29, 2018

cc: Ms. Tracy Strunk  
Mr. Chris Garland  
Mr. Chris Keller  
Mr. Greg Ellwood  
Mark M. Viani, Esq.

ADMINISTRATIVE - 3

Extension of Review Period for 2232 Application (Dranesville District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-D20-2.

TIMING:

Board action is required by September 29, 2020, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

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

The review period for the following application should be extended:

2232-D20-2	Milestone Communications Tax Map No. 19-3 ((1)) 20 1315 Beulah Road Vienna, VA Dranesville District Accepted July 17, 2020 Extend to December 14, 2020
------------	--

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FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning and Development (DPD)

Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division, DPD

Bryan D. Botello, Planner, Facilities Planning Branch, Planning Division, DPD

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ADMINISTRATIVE - 4

Additional Time to Commence Construction for Special Exception SE 2003-HM-014,  
Prentiss Properties Acquisition Partners, L.P. (Dranesville District)

ISSUE:

Board consideration of additional time to commence construction for SE 2003-HM-014, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve thirty (30) months additional time for SE 2003-HM-014 to January 1, 2023.

TIMING:

Routine.

BACKGROUND:

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

On October 20, 2003, the Board of Supervisors approved Special Exception SE 2003-HM-014, subject to development conditions, filed in the name of Prentiss Properties Acquisition Partners, L.P. The SE was approved concurrently with PCA 86-C-029-09 and FDPA 86-C-029-05, which permitted site modifications to an office building on a portion of the Dulles Corner development, located off of Dulles Corner Lane, which is approximately 400 feet west of Sunrise Valley Drive and 1100 feet north of Sunrise Valley's intersection with Coppermine Road. While the buildings approved with the PCA and FDPA were not located in the 100-year floodplain, the SE application was needed to permit specific improvements, to include a travel lane and trails, to be located in the 100-year floodplain. The site is located at Tax Map 15-4 ((1)) 1B1 (see Locator Map in Attachment 1) and is zoned PDC. Uses in a floodplain are a



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Category 6 special exception use, permitted pursuant to Section 9-606 of the Fairfax County Zoning Ordinance. SE 2003-HM-014 was approved with a condition that the use be established or construction commenced for the uses (trail and travel lanes) in the floodplain within thirty (30) months of the approval date unless the Board granted additional time. The development conditions for SE 2003-HM-014 are included as part of the Clerk to the Board's letter contained in Attachment 2.

In conformance with the expiration provision, the approved use was required to commence construction by April 20, 2006. The Board of Supervisors approved two different requests for additional time, establishing a new date to commence construction of October 20, 2010. However, §15.2-2209.1 of the *Code of Virginia* permitted an automatic extension of this deadline to July 1, 2020. On June 30, 2020, the Department of Planning and Development (DPD) received a letter dated June 30, 2020, from Elizabeth D. Baker, agent for the Applicant, requesting thirty (30) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

In the June 30, 2020, request for additional time, Ms. Baker stated the property was recently acquired by 13880 Dulles Corner Metro Owner LLC (Rockpoint Group) and the new land owner would like to maintain the approvals because while a significant amount of time has passed since the original approval, market conditions for office uses are expected to improve with the opening of the Silver Line to Dulles and the nearby Innovation Center Station. According to Ms. Baker's letter, the previous landowner submitted and processed a site plan for the development for this site, however, due to market conditions, commencement of construction never occurred. The request for thirty (30) months of additional time will allow the requestor to satisfy development conditions, complete the required site improvements, and ultimately establish use. Further, we note that the SE improvements are inherently related to the overall site development as depicted on the CDPA/FDPA which has no expiration date.

Staff has reviewed Special Exception SE 2003-HM-014 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit uses in a floodplain within an PDC zoning district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2003-HM-014 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2003-HM-014 are still appropriate and 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.

Board Agenda Item  
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FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Clerk's Letter dated November 5, 2003, to Elizabeth D. Baker

Attachment 3: Letter dated June 30, 2020, to Leslie B. Johnson

STAFF:

Rachel Flynn, Deputy County Executive

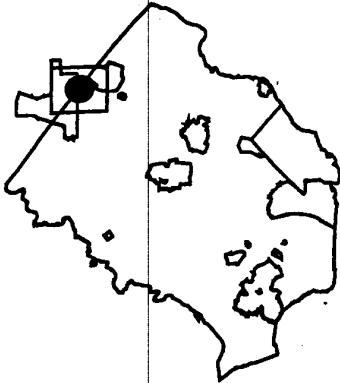
Barbara A. Byron, Director, Department of Planning & Development (DPD)

Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPD

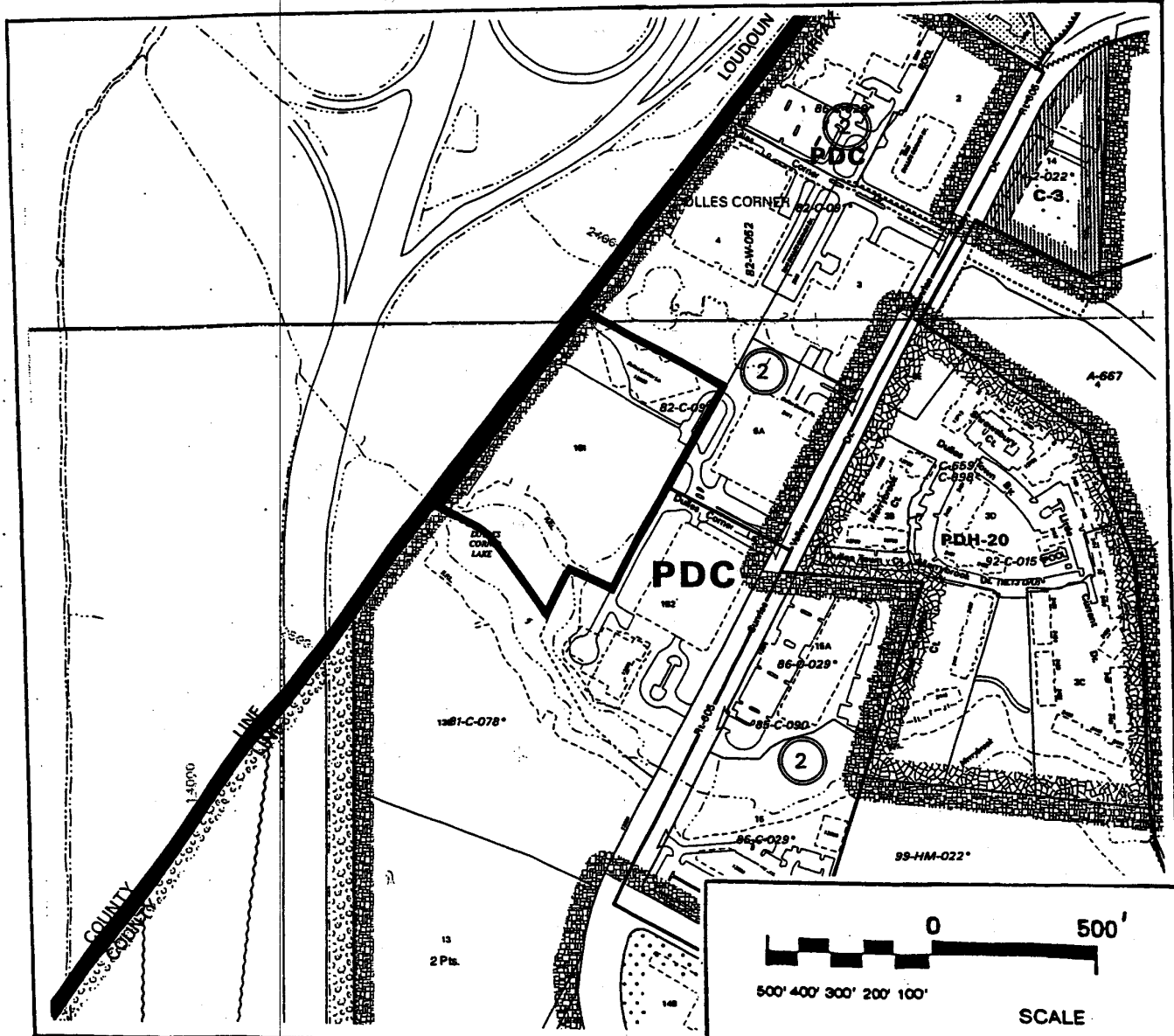
Suzanne Wright, Chief, Conformance Review & Acceptance Branch, ZED, DPD

Denise James, Chief, Environment & Development Review Branch, Planning Division, DPD

Laura O'Leary, Staff Coordinator, ZED, DPD



Map Ref Num: 015-4- /01/ /0001B1





# FAIRFAX COUNTY

**OFFICE OF THE CLERK  
BOARD OF SUPERVISORS**

12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035-0072

Tel: 703-324-3151 • Fax: 703-324-3926 • TTY: 703-324-3903

V I R G I N I A

[www.fairfaxcounty.gov/gov/bos/clerkhomepage.htm](http://www.fairfaxcounty.gov/gov/bos/clerkhomepage.htm)  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)

November 5, 2003

Elizabeth D. Baker, Land Use Coordinator  
Walsh, Colucci, Lubeley, Emrich & Terpak, PC  
2200 Clarendon Boulevard, 13<sup>th</sup> Floor  
Arlington, Virginia 22201-3359

RE: Special Exception Application Number SE 2003-HM-014  
(Concurrent with PCA 86-C-029-9 and FDPA 86-C-029-05)

Dear Ms. Barker:

At a regular meeting of the Board of Supervisors held on October 20, 2003, the Board approved Special Exception Application Number SE 2003-HM-014 in the name of Prentiss Properties Acquisition Partners, L.P., for uses in the floodplain, located west of Sunrise Valley Drive, between the west terminus of Dulles Corner Lane and the Loudoun County Line, (Tax Map 15-4 ((1)) 1B1), to permit use of a travel lane and trails in accordance with Section 9-606 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved Special Exception Plat entitled "West Lake at Dulles Corner", prepared by William H. Gordon Associates and dated August 2002, as revised through July 11, 2003, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Paragraph 4 of Section 9-004 of the Zoning Ordinance.

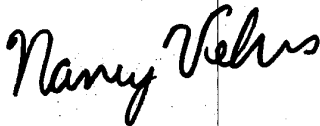
4. No additional encroachment into the floodplain shall be permitted other than that shown on the PCA/FDPA and Special Exception Plat.
5. Clearing within the 100-yr floodplain shall be minimized to the maximum extent feasible, as determined by the Department of Public Works and Environmental Services (DPWES).
6. A hold harmless and indemnification agreements shall be executed with the County for all adverse effects which may arise as a result of the location of the site within a floodplain area.
7. A 2x2 foot sign shall be placed near the travel way located in the floodplain that states: "Warning: High Water and Flooding during Heavy Rains."

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

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

If you have questions regarding the expiration of this Special Exception or filing a request for additional time they should be directed to the Zoning Evaluation Division in the Department of Planning and Zoning at 703-324-1290. The mailing address for the Zoning Evaluation Division is Suite 801, 12055 Government Center Parkway, Fairfax, Virginia 22035.

Sincerely,



Nancy Vehrs  
Clerk to the Board of Supervisors

NV/ns



Elizabeth D. Baker  
Senior Land Use Planner  
(703) 528-4700 Ext. 5414  
[ebaker@thelandlawyers.com](mailto:ebaker@thelandlawyers.com)

June 30, 2020

**Via Email and Federal Express**

Ms. Leslie B. Johnson  
Zoning Administrator  
Fairfax County Zoning Administration Division  
12055 Government Center Parkway, Suite 807  
Fairfax, Virginia 22035

Re: SE 2003-HM-014  
Request for Additional Time to Commence Construction  
Tax Map 1504 ((1)) 1B1

Dear Ms. Johnson:

On October 20, 2003, the Board of Supervisors approved SE 2003-HM-014 in conjunction with PCA 86-C-029-9 and FDPA 86-C-029-5. The approvals were to permit site modifications, a new building, and an increase in building height. The special exception was to permit a travel lane and trails in a floodplain. The special exception was granted for a period of thirty (30) months and was extended twice and was thus due to expire on October 20, 2010. In accordance with Section 15.2-2209.1 of the Code of Virginia, the referenced was extended until July 1, 2020. On behalf of the property owner, I would like to request an additional 30 months to commence construction and establish the use.

The previous land owner submitted and processed a site plan for development of the site (6318-SP-020-1). However, market conditions did not warrant commencement of new office construction. The property recently was acquired by 13880 Dulles Corner Metro Owner LLC (Rockpoint Group) and the new land owner would like to maintain the approvals with the intent to begin construction once market conditions improve. It is anticipated that the extension of the Silver Line to Dulles and the opening of the Innovation Center Station in proximity to the site will bolster the opportunities to move forward with development.

ATTORNEYS AT LAW

703 528 4700 • [WWW.THELANDLAWYERS.COM](http://WWW.THELANDLAWYERS.COM)  
2200 CLARENDON BLVD. • SUITE 1300 • ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 • WOODBRIDGE 703 680 4664

Should you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

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

A handwritten signature in blue ink that reads "Elizabeth D. Baker / krf".

Elizabeth D. Baker  
Senior Land Use Planner

cc: Alik Belokopytov  
Lynne J. Strobel

A0923148.DOC / 1 Ltr to Johnson re: Additional Time Request - 06.30.20 007258 000016

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ADMINISTRATIVE - 5

Additional Time to Obtain a Non-Residential Use Permit (Non-RUP) for Special Exception SE 2013-PR-021, Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. (Providence District)

ISSUE:

Board consideration of additional time to obtain a Non-Residential Use Permit (Non-RUP) for SE 2013-PR-021, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve eighteen (18) months additional time for SE 2013-PR-021 to January 1, 2022.

TIMING:

Routine.

BACKGROUND:

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

On June 17, 2014, the Board of Supervisors approved SE 2013-PR-021, subject to development conditions. This application was filed in the name of Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. to permit a church with a childcare center, nursery school, and private school of general education. The approximately 2.65-acre property is located at 3035 Cedar Lane in Fairfax, approximately 500 feet north of the intersection of Cedar Lane and Arlington Boulevard, Tax Map 49-3 ((1)) 25A (see locator map in Attachment 1). A church with child care center, nursery school and private school of general education is a Category 3 Special Exception in the R-1 Zoning District, but the uses had been operating without such SE



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approval. The application proposed to bring the existing church and school/child care uses into conformance with the Zoning Ordinance. Therefore, the application was approved with a requirement that a Non-Residential Use Permit (Non-RUP) be issued within 24 months of the approval date in order to establish the use. In addition, the development conditions mandated that certain improvements, including approval of a minor site plan (MSP) with parking lot and stormwater improvements, enhanced landscaping, removal of certain gravel surfaces, improvements to the parking lot and recordation of a reservation for future right of way dedication, be satisfied prior to issuance of the Non-RUP. The development conditions for SE 2013-PR-021 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On July 26, 2016, the Board of Supervisors approved twelve (12) months of additional time to commence construction to a date of June 17, 2017. However, §15.2-2209.1 of the *Code of Virginia* permitted an automatic extension of this deadline to July 1, 2020. On June 9, 2020, the Department of Planning and Development (DPD) received a letter dated June 8, 2020, from Lynne J. Strobel, agent for the Applicant, requesting eighteen (18) months of additional time (see Attachment 3). While the current expiration date is July 1, 2020, the Special Exception will not expire pending the Board's action on the request for additional time.

The applicant has been working to fulfill all development conditions associated with SE 2013-PR-021. Ms. Strobel states that the applicant is a non-profit and inexperienced in the process of obtaining permits and approvals associated with zoning and land use. As a result, the implementation of the approval has taken longer than anticipated. The applicant was required to obtain a Court Order to appoint a Trustee to act on its behalf in order to even begin obtaining the required permits. Since establishing the trustee, the applicant has submitted and received the approval of a minor site plan and has submitted and processed a plat per the requirements of development condition 8 to reserve right-of-way along Cedar Lane. Ms. Strobel further states the remaining required improvements are outstanding at this time but that the applicant has been coordinating the posting of bonds and other agreements to complete the improvements. The timing of these agreements was further adversely impacted by the current pandemic. The applicant is now coordinating with a civil engineer to post the funds and plans to have this done as quickly as possible. Ms. Strobel states the current health pandemic has also created additional financial challenges due to the closure of the applicant's school this past spring. However, the applicant anticipates commencing the required work within the next year.

Staff has reviewed Special Exception SE 2013-PR-021 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a church with a child care center, nursery school and

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private school of general education in the R-1 zoning district. Further, staff knows of no change in land use circumstances that affects the compliance of SE 2013-PR-021 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. Finally, the conditions associated with the Board's approval of SE 2013-PR-021 are still appropriate and remain in full force and effect. Staff believes that approval of the requested eighteen (18) 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: Clerk's Letter dated June 18, 2014, to Lynne J. Strobel

Attachment 3: Letter dated June 8, 2020, to Leslie Johnson

STAFF:

Rachel Flynn, Deputy County Executive

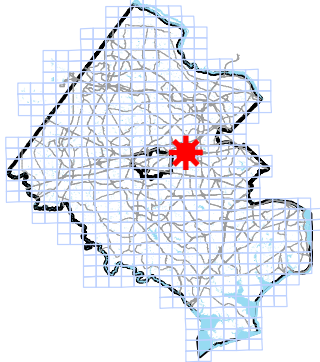
Barbara A. Byron, Director, Department of Planning and Development (DPD)

Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPD

Suzanne Wright, Chief, Conformance Review & Acceptance Branch, ZED, DPD

Denise James, Chief, Environment & Development Review Branch, Planning Division, DPD

Jerrell Timberlake, Staff Coordinator, ZED, DPD

**Special Exception****SE 2013-PR-021**

Applicant: TRUSTEES OF BRUEN CHAPEL UNITED METHODIST CHURCH AND MONTESSORI SCHOOL OF CEDAR LANE, INC.

Accepted: 12/05/2013

Proposed: TO PERMIT A CHURCH WITH CHILD CARE CENTER, NURSERY SCHOOL, AND PRIVATE SCHOOL OF GENERAL EDUCATION

Area: 2.654 AC OF LAND; DISTRICT - PROVIDENCE

Zoning Dist Sect: 03-0104

Art 9 Group and Use: 3-15

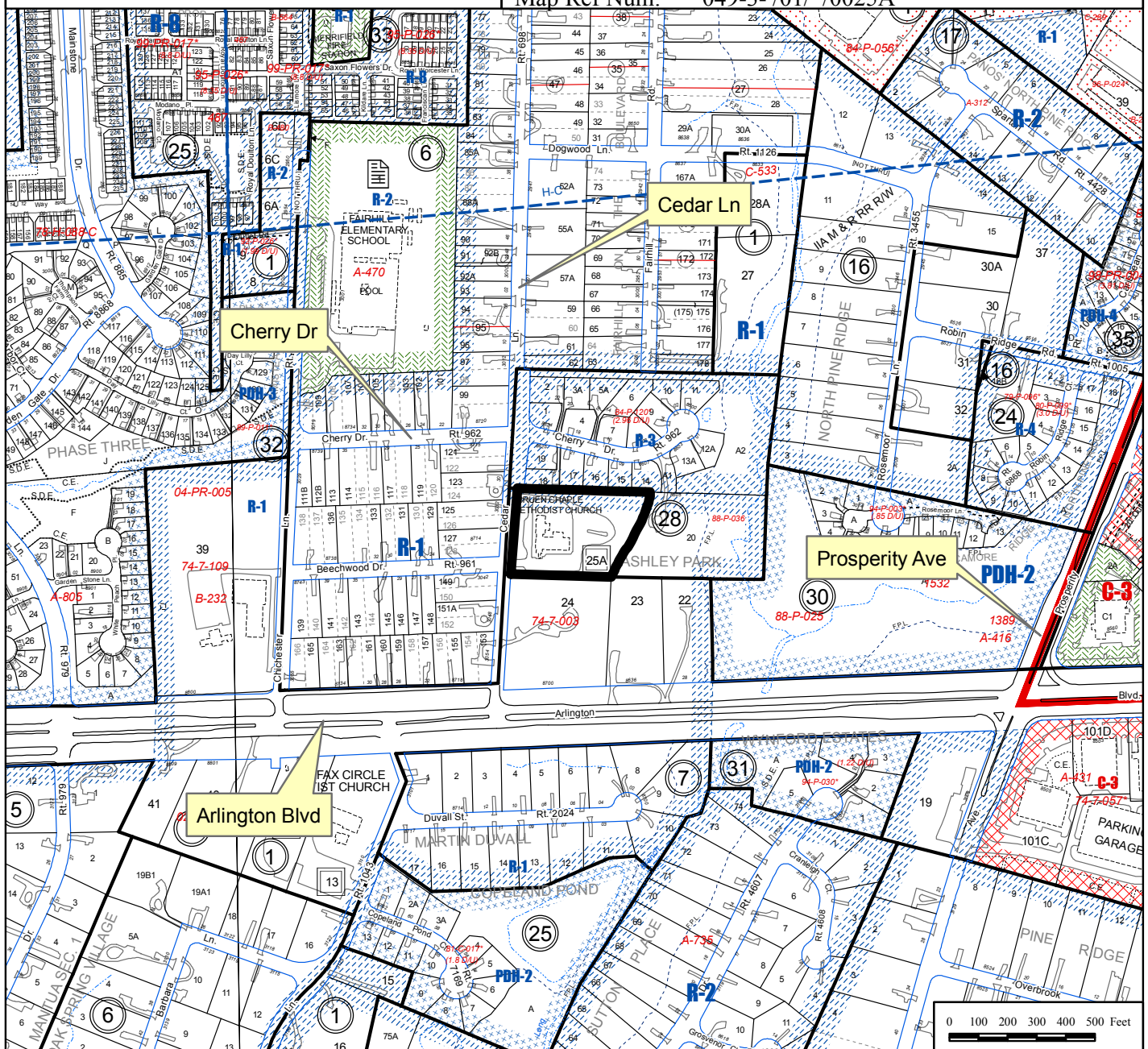
Located: 3035 CEDAR LANE, FAIRFAX, VA 22031

Zoning: R- 1

Plan Area: 2,

Overlay Dist:

Map Ref Num: 049-3- /01/ /0025A





# County of Fairfax, Virginia

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

June 18, 2014

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

Re: Special Exception Application SE 2013-PR-021

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on June 17, 2014, the Board approved Special Exception Application SE 2013-PR-021 in the name of Trustees of Bruen Chapel United Methodist Church and Montessori School of Cedar Lane, Inc. The subject property is located at 3035 Cedar Lane, on 2.65 acres of land, zoned R-1 in the Providence District [Tax Map 49-3 ((1)) 25A]. The Board's action permits a church with child care center, nursery school and private school of general education with a total enrollment of 104 students, pursuant to Section 3-104 of the Fairfax County Zoning, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in the application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s), and/or use(s) indicated on the Special Exception Plat approved with this application, as qualified by these development conditions.
3. This Special Exception is subject to the provisions of Article 17 of the Zoning Ordinance, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any site plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception plat entitled Special Exception Plat/Minor Site Plan, Bruen Chapel Methodist Church & Montessori School of Cedar Lane, prepared by Smith Engineering, containing two sheets dated August 23, 2013 as revised through May 20, 2014, and the Parking Lot Re-Striping Exhibit, prepared by Dominion Surveyors, Inc., containing one sheet dated April 16, 2014 as revised through May 20, 2014, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

**Office of the Clerk to the Board of Supervisors**

12000 Government Center Parkway, Suite 533

Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903

Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)

<http://www.fairfaxcounty.gov/bosclerk>

4. A copy of the Special Exception conditions shall be posted in a conspicuous place along with the Non-Residential Use Permits for the church and the school, and shall be made available to all Departments of the County of Fairfax during hours of operation of the permitted use.
5. A minor site plan addressing storm water quality control for the parking and access drive located in the front of the structure shall be submitted to DPWES and approved prior to issuance of a Non-Residential Use Permit (Non-RUP).
6. The church shall be limited to a maximum seating capacity for the sanctuary of 108 seats.
7. The nursery school, child care and private school of general education are limited to a total maximum daily enrollment of 104 children, ages 2½ to 12 years. The hours of operation shall be limited to 7:00 A.M. to 6:00 P.M., Monday through Friday, year round.
8. As depicted on the Special Exception Plat, the Applicant shall reserve a 43.5-foot half-section of right-of-way on Cedar Lane and record a Deed of Reservation for a future public road prior to issuance of a Non-RUP. The Applicant shall convey said right-of-way area in fee simple and at no cost to the Board upon demand.
9. The parking lot will be restriped and wheel stops installed in general conformance with the Parking Lot Re-Striping Exhibit, dated April 16, 2014, prior to issuance of the Non-RUP.
10. A Dustless Surface Waiver shall be obtained from the DPWES through the established procedures prior to any minor site plan approval.
11. Prior to issuance of a Non-RUP, all gravel surfaces will be removed from the rear of the property that is not defined as gravel parking on the Parking Lot Re-Striping Exhibit dated April 16, 2014. This area shall be dressed with topsoil and overseeded to promote revegetation within one year of Special Exception approval.
12. Landscaping shall be provided in conformance with the approved Special Exception Plat prior to issuance of a Non-RUP. The applicants shall provide the plant quantities (four trees and 55 shrubs) listed in the Plant Schedule without exception, but may determine the mix of the species listed on the Plat at the time of installation. Shrubs shall be 18 inches in height at the time of planting. Existing and proposed landscape plantings on-site shall be maintained. Any dead, diseased or dying plantings shall be replaced within six months with the same species unless an alternative species is approved by the Urban Forest Management Division.

13. New or replaced outdoor lighting fixtures shall be in accordance with Sect. 14-902 of the Zoning Ordinance.
14. No use(s), temporary or permanent, not specifically approved with this application shall be located on the subject property.
15. There shall be no outdoor storage of materials, equipment, or vehicles, except as associated with the playground.
16. Periodic written notice, at least twice a year, shall be issued to parents reminding them to obey all traffic regulations in the drop-off and pick-up of children. Specifically, drivers will be advised to exercise caution when entering and exiting the site, being especially aware of approaching traffic from the direction of the Route 50 intersection, and that when waiting for the traffic signal at Cedar Lane and Route 50, it is illegal and unsafe to cross the double yellow line and encroach into the oncoming traffic lane for the purpose of accessing the property.

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

Pursuant to Sect. 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, 24 months after the date of approval unless the use(s) have been established by obtaining the required Non-Residential Use Permit(s) noted above.

**The Board also:**

- Modified the transitional screening to that shown on the SE plat and waived the barrier and interior parking lot landscaping requirements.
- Directed the Director of the Department of Public Works and Environmental Services to waive the dustless surface requirement for the portion of the rear parking lot depicted as gravel on the SE plat and waive the construction of a trail along Cedar Lane.

Sincerely,



Catherine A. Chianese  
Clerk to the Board of Supervisors

June 18, 2014

cc: Chairman Sharon Bulova  
Supervisor Linda Smyth, Providence District  
Tim Shirocky, Acting Director, Real Estate Division, Dept. of Tax Administration  
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay  
Michael Davis, Section Chief, Transportation Planning Division  
Donald Stephens, Transportation Planning Division  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Department of Highways-VDOT  
Sandy Stallman, Park Planning Branch Manager, FCPA  
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division  
Jill Cooper, Executive Director, Planning Commission  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation





WALSH COLUCCI  
LUBELEY & WALSH PC

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

June 8, 2020

**Via E-mail and Federal Express**

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

Re: SE 2013-PR-021  
Applicant: Trustees of Bruen Chapel United Methodist Church and Montessori  
School of Cedar Lane, Inc.  
Fairfax County Tax Map Reference: 49-3 ((1)) 25A

Dear Ms. Johnson:

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

The referenced special exception application was approved by the Board of Supervisors (the "Board") at its hearing held on June 17, 2014. The approval was granted subject to sixteen (16) development conditions and a requirement that a Non-Residential Use Permit (Non-RUP) be issued within twenty-four (24) months of the approval date. The Board granted twelve (12) months of additional time to obtain a Non-RUP, and the expiration date was subsequently extended by State legislation to July 1, 2020. On behalf of the Applicant, I hereby request eighteen (18) months of additional time to obtain the Non-RUP.

The Applicant is a non-profit organization and inexperienced in the process of obtaining permits and approvals associated with zoning and land use. As a result, the implementation of the approval has taken much longer than anticipated. The Applicant was required to obtain a Court Order to appoint Trustees to act on its behalf. Then the Applicant diligently submitted and received approval of a minor site plan referenced by Fairfax County as 7573-MSP-001-2. As a part of the site plan approval process, the Applicant submitted and processed a plat in accordance with the requirements of development condition 8 to reserve right-of-way along Cedar Lane. The plat, referenced as 7573-RP-001-1, along with documentation reviewed and approved by the County Attorney's office, was recorded in Deed Book 24940 at page 1182, among the Fairfax County land records.

ATTORNEYS AT LAW

703 528 4700 ■ [WWW.THELANDLAWYERS.COM](http://WWW.THELANDLAWYERS.COM)  
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359  
LOUDOUN 703 737 3633 ■ WOODBRIDGE 703 680 4664



The remaining required improvements to the property include striping the parking lot, installing landscaping and removing gravel. The Applicant has been coordinating the posting of bonds and other agreements in order to complete these improvements. The last remaining item is the posting of a conservation escrow. The Applicant attempted to post the escrow in April and found the Herrity Building closed to the public. The Applicant is coordinating with a civil engineer to post the funds and will do so as quickly as possible.


I would appreciate the acceptance of this letter in accordance with Section 9-015 of the Zoning Ordinance as a request for eighteen (18) months of additional time to obtain a Non-RUP as required by SE 2013-PR-021. Eighteen (18) months of additional time will ensure posting of the final escrow and the completion of all required improvements, including landscaping, that will satisfy all development conditions.

The use has been in existence for many years, and the complexity of the site plan review process was unforeseen by the Applicant at the time of the approval. Albeit slowly, the Applicant has been diligently pursuing completion of required conditions, although the pandemic has created additional financial challenges. Similar to public schools, the pandemic closed the Applicant's school this spring and funds are very tight. Nevertheless, the Applicant anticipates commencing the required work within the next year. The development conditions will then be satisfied, and the Applicant may apply for a Non-RUP. There have been no changes in circumstances that would render the approval of additional time inconsistent with the public interest.

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

Very truly yours,

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



Lynne J. Strobel

LJS:kae

cc: Scott Smith  
Ashleigh Bleeker

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Amend a Lease of County-Owned Property at 4600-A West Ox Road and 6140 Rolling Road with CoxCom, LLC (Springfield District)

ISSUE:

Authorization to advertise a public hearing to amend a lease with CoxCom, LLC regarding antenna towers on County-owned property located at 4600-A West Ox Road and 6140 Rolling Road for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on October 20, 2020 at 3:30 p.m.

TIMING:

Board action is requested on September 29, 2020 to provide sufficient time to advertise the proposed public hearing on October 20, 2020 at 3:30 p.m.

BACKGROUND:

Beginning in 1983, Media General Cable held a non-exclusive franchise from the Board of Supervisors to provide cable services to County households and businesses (Franchise). The Board entered into separate ground leases for various sites on County-owned land to permit Media General to construct, operate and own antenna towers for the transmission of cable services. These sites included a 300-foot lattice tower at the Elaine N. McConnell Public Safety and Transportation Operations Center at the I-66 Transfer Station, with an address of 4600-A West Ox Road and on a parcel identified by Tax Map No. 0561 01 0002 (West Ox Tower), and a 140-foot lattice tower at West Springfield Government Center, with an address of 6140 Rolling Road on parcels referenced by Tax Map Nos. 0793 04 0032 and 0034 (Rolling Road Tower). These ground leases also permitted Media General to accommodate telecommunication facilities on the towers that were not involved in the distribution of cable services, provided that the cable company paid compensation to the County for the right to host equipment from these commercial telecom providers. The revenue-sharing provisions have served as a significant dampener on the company's willingness to allow other commercial entities to have access to the transmission capabilities of the radio towers.

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September 29, 2020

In 1999, CoxCom, LLC, d/b/a Cox Communications Northern Virginia (Cox), purchased all of the assets of Media General and took over the Franchise. Beginning in 2002, Cox rebuilt the cable system so that delivery of cable services no longer had to rely on transmissions between microwave dishes mounted on the towers. However, the tower facilities continued to play an integral role in the County's public safety communications network. With this access to on-demand, real-time data from its telecommunications equipment on the towers, the County is able to coordinate emergency response services by sharing the information with other government agencies and utility providers. One of the County's primary public safety partners in responding to emergencies involving natural gas leaks is Washington Gas.

Recently, Washington Gas has approached Cox about placing telecommunications antennas on the West Ox Tower. The County believes the co-location of Washington Gas' telecom equipment on the tower will greatly enhance the information sharing abilities of the two organizations. To incentivize Cox to accommodate this equipment, the County has agreed to amend the existing ground leases with Cox to eliminate the requirement that Cox must share a portion of the revenue stream from subleases with Washington Gas or any other future subtenants.

Given the structural and space limitations on the towers and within the tower compounds, County staff believes that the potential revenue to be earned from such subleases is minimal in any event. The West Ox Tower could support the equipment of at most one additional carrier (proposed to be Washington Gas) before extensive upgrades to the tower's structure would need to occur. For the Rolling Road Tower, the small size of the existing compound means that any future sublessees would have to approach the County about leasing additional ground outside the compound to house their equipment cabinets. Consequently, any revenue sacrificed by the County in consenting to the amendment of the Rolling Road Tower lease with Cox would be partly or entirely compensated for by the potential revenue from the ground leases with the telecom companies.

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property.

FISCAL IMPACT:

The amendment of the tower leases will not result in a significant impact to the General Fund.

Board Agenda Item  
September 29, 2020

ENCLOSED DOCUMENTS:

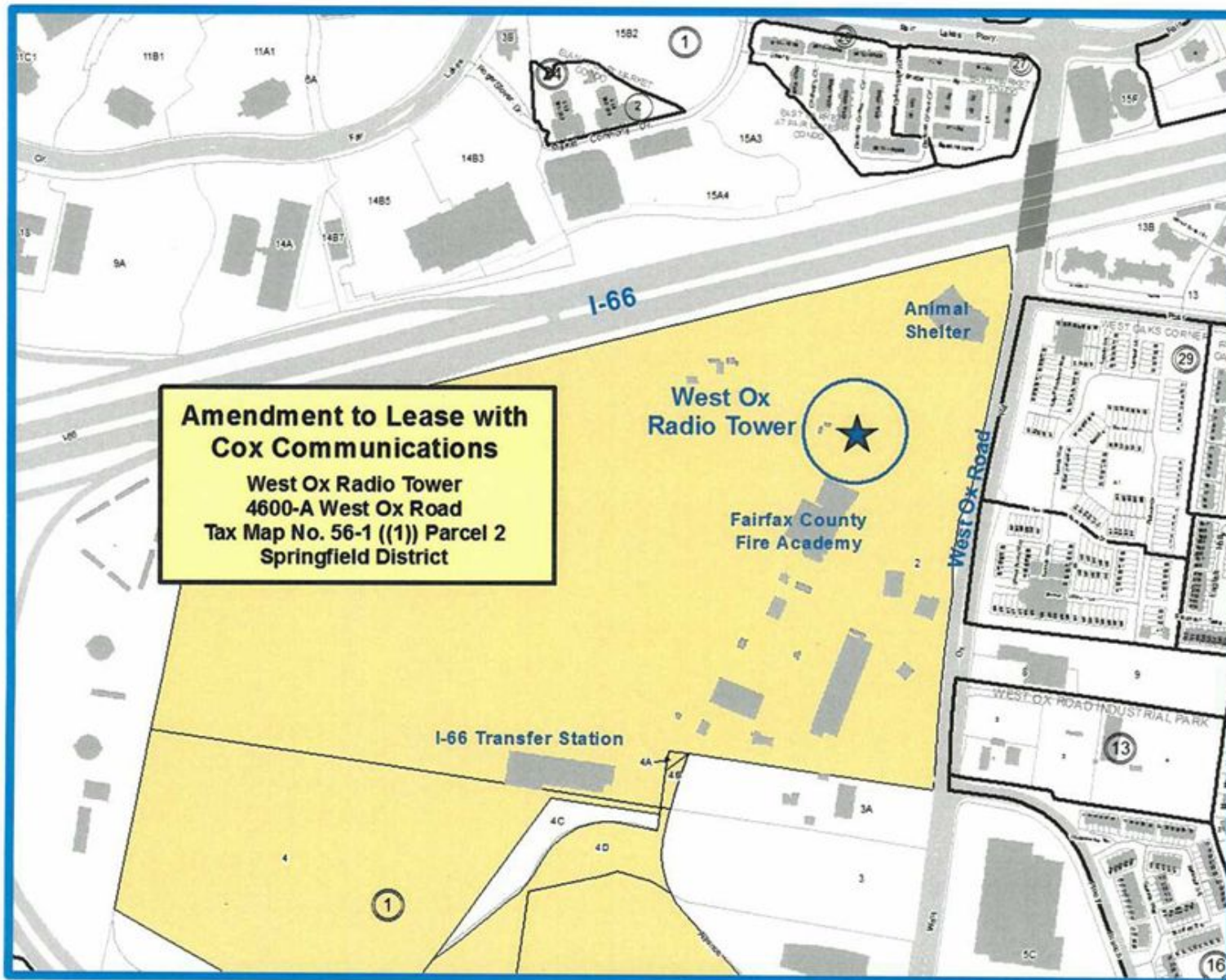
Attachment 1 – Location Map 0561 01 0002  
Attachment 2 – Draft Lease Amendment for West Ox Tower  
Attachment 3 – Location Map 0793 04 0032 and 0034  
Attachment 4 – Draft Lease Amendment for Rolling Road Tower

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
José A. Comayagua, Jr., Director, Facilities Management Department  
Gregory Scott, Director, Department of Information Technology  
Harjit S. Chawla, Infrastructure Program Manager, Department of Information Technology  
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney



ATTACHMENT 1



**AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT FOR  
COXCOM, LLC dba COX COMMUNICATIONS NORTHERN VIRGINIA  
McCONNELL PUBLIC SAFETY and TRANSPORTATION OPERATIONS  
CENTER (MPSTOC), 4600 WEST OX, FAIRFAX VA 22030**

THIS AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT, dated \_\_\_\_\_, 2020, by and between COXCOM LLC, a Delaware limited liability company, d/b/a COX COMMUNICATIONS NORTHERN VIRGINIA, (the "Tenant"), and THE BOARD OF SUPERVISORS FOR FAIRFAX COUNTY, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "Landlord").

**RECITAL**

WHEREAS, by Lease Agreement dated July 14, 1983 (the "Lease"), the Landlord leased ground to Tenant to install, operate, and maintain a telecommunications tower site to operate and maintain a high speed internet hub station and related telecommunications equipment at the McConnell Public Safety and Transportation Operations Center (MPSTOC) facility, 4600 West Ox Road, Fairfax, Virginia 22030 (the "Premises"); and

WHEREAS, Landlord and Tenant have executed a County-wide Cable Franchise Agreement approved by the Landlord at a public hearing on May 14, 2013 (the "Agreement") that, *intra alia*, addressed extending the Lease for the duration and term of the Agreement that was further memorialized in the Extension of Lease Agreement dated July 31, 2013 (the "Lease Extension"); and

WHEREAS, Landlord has expressed support for Tenant to accommodate the placement of certain communications facilities owned by Washington Gas upon Tenant's telecommunications tower, and Tenant has indicated its willingness to accommodate placement of such facilities upon its telecommunication tower at 4600A West Ox, Fairfax Virginia 22030 in exchange for; (1) rents, fees and other terms and conditions negotiated separately between Washington Gas and Tenant, and; (2) adoption of this Amendment of the Lease Extension (the "Amendment").

NOW THEREFORE, for and in consideration of the covenants herein contained and other good and valuable considerations, the receipt and adequacy of which are confessed and acknowledged by each of the parties hereto, it is mutually agreed as follows:

1. Paragraph 3 of the Lease Extension is replaced with: To the extent that Tenant uses the Premises for commercial purposes not directly related to either the Cable System or Cable Service (as such terms are defined in the Agreement), such use and occupancy of the Premises shall continue to be subject to all Fairfax County policies, laws and regulations in effect from time to time relating to the Premises, including any compensation and collocation requirements; provided that the Landlord shall not be due any compensation with respect to sub-tenants of Tenant, and provided further that

any collocation requirements shall not interfere with Tenant's current or proposed operations or the rights of any sub-tenant.

2. Paragraph 4 of the Lease Extension is replaced with: Except as expressly modified in this Amendment, the applicable terms, covenants, conditions and modifications of both the Extension, dated July 31, 2013, and the Lease, dated July 14, 1983, shall be binding on the parties hereto, and are hereby ratified and affirmed.
3. Paragraph 15 of the Lease is replaced with: The Lessee shall have the right to mortgage, give any security interest in this Lease and its interest and estate hereunder and/or sell its improvements. Provided, however, that this Lease shall not be assigned to a third party without approval of Lessor, which approval shall not be unreasonably withheld or conditioned on the payment of monetary or other consideration.
4. All references to the address 4618 West Ox Road, Fairfax, Virginia 22030 within the Lease are hereby replaced with the address 4600A West Ox Road, Fairfax, Virginia 22030.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written and declare this Amendment to be binding on them, their respective successors and permitted assigns.

TENANT:

COXCOM, LLC

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

LANDLORD

THE BOARD OF SUPERVISORS FOR  
FAIRFAX COUNTY, VIRGINIA

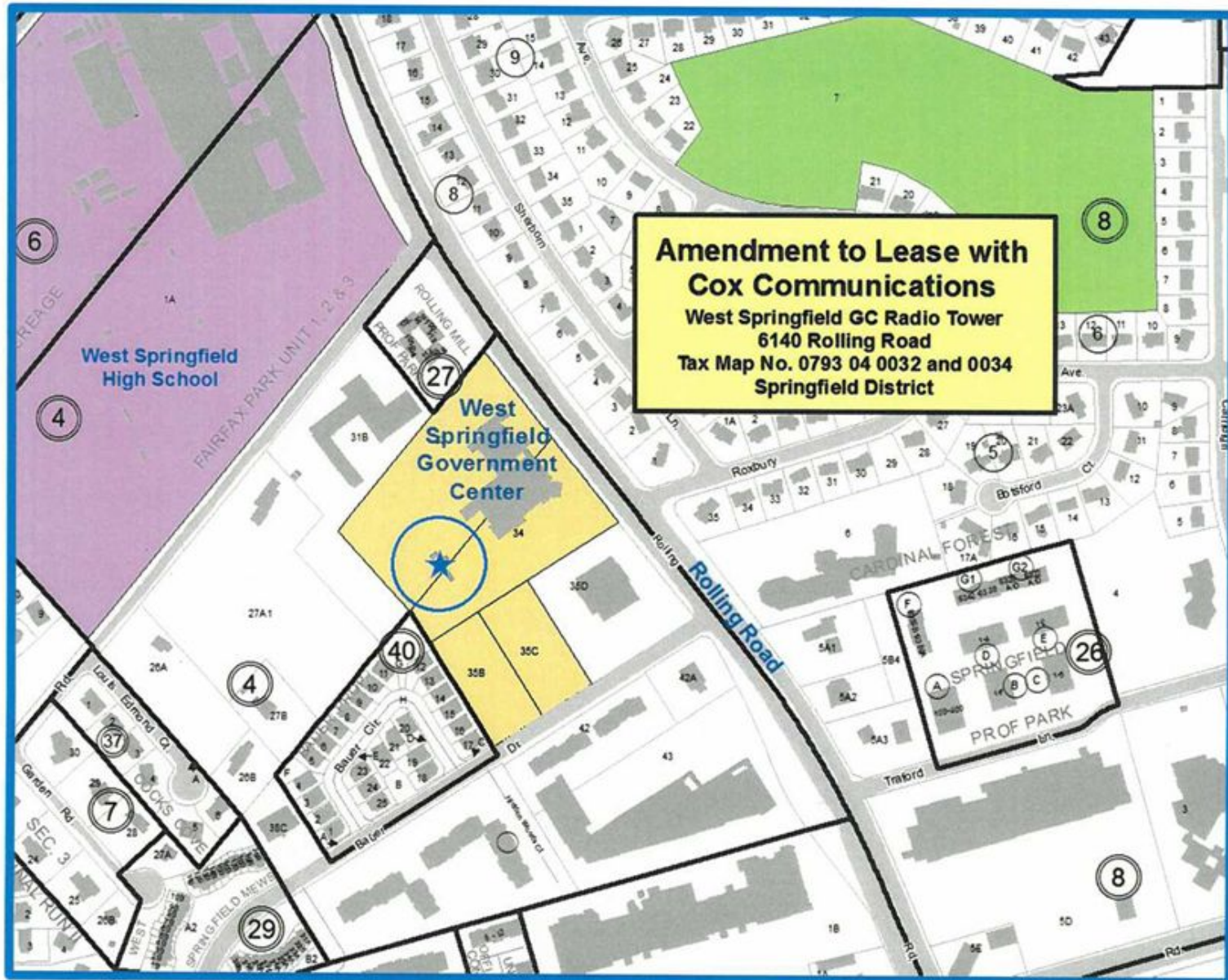
WITNESS: \_\_\_\_\_ By: \_\_\_\_\_

Cox Communications Northern Virginia

Site Name: McConnell Public Safety and Transportation Operations Center (MPSTOC)

Site Address: 4600A West Ox Road, Fairfax, Virginia 22030





ATTACHMENT 3



**AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT FOR  
COXCOM, LLC dba COX COMMUNICATIONS NORTHERN VIRGINIA  
WEST SPRINGFIELD GOVERNMENT CENTER, 6140 ROLLING ROAD,  
SPRINGFIELD VA 22152**

THIS AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT, dated \_\_\_\_\_, 2020, by and between COXCOM LLC, a Delaware limited liability company, d/b/a COX COMMUNICATIONS NORTHERN VIRGINIA, (the "Tenant"), and THE BOARD OF SUPERVISORS FOR FAIRFAX COUNTY, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "Landlord").

**RECITAL**

WHEREAS, by Lease Agreement dated July 14, 1983 (the "Lease"), the Landlord leased ground to Tenant to install, operate, and maintain a telecommunications tower site to operate and maintain a high speed internet hub station and related telecommunications equipment at the West Springfield Government Center, 6140 Rolling Road, Springfield, Virginia 22152 (the "Premises"); and

WHEREAS, Landlord and Tenant have executed a County-wide Cable Franchise Agreement approved by the Landlord at a public hearing on May 14, 2013 (the "Agreement") that, *intra alia*, addressed extending the Lease for the duration and term of the Agreement that was further memorialized in the Extension of Lease Agreement dated July 31, 2013 (the "Lease Extension"); and

WHEREAS, Landlord has expressed support for Tenant to accommodate the placement of certain communications facilities owned by Washington Gas upon Tenant's telecommunications tower, and Tenant has indicated its willingness to accommodate placement of such facilities upon its telecommunication tower at 4600 West Ox, Fairfax Virginia 22030 in exchange for; (1) rents, fees and other terms and conditions negotiated separately between Washington Gas and Tenant, and; (2) adoption of this Amendment of the Lease Extension (the "Amendment").

NOW THEREFORE, for and in consideration of the covenants herein contained and other good and valuable considerations, the receipt and adequacy of which are confessed and acknowledged by each of the parties hereto, it is mutually agreed as follows:

1. Paragraph 3 of the Lease Extension is replaced with: To the extent that Tenant uses the Premises for commercial purposes not directly related to either the Cable System or Cable Service (as such terms are defined in the Agreement), such use and occupancy of the Premises shall continue to be subject to all Fairfax County policies, laws and regulations in effect from time to time relating to the Premises, including any compensation and collocation requirements; provided that the Landlord shall not be due any compensation with respect to sub-tenants of Tenant, and provided further that

any collocation requirements shall not interfere with Tenant's current or proposed operations or the rights of any sub-tenant.

2. Paragraph 4 of the Lease Extension is replaced with: Except as expressly modified in this Amendment, the applicable terms, covenants, conditions and modifications of both the Extension, dated July 31, 2013, and the Lease, dated July 14, 1983, shall be binding on the parties hereto, and are hereby ratified and affirmed.
3. Paragraph 15 of the Lease is replaced with: The Lessee shall have the right to mortgage, give any security interest in this Lease and its interest and estate hereunder and/or sell its improvements. Provided, however, that this Lease shall not be assigned to a third party without approval of Lessor, which approval shall not be unreasonably withheld or conditioned on the payment of monetary or other consideration.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written and declare this Amendment to be binding on them, their respective successors and permitted assigns.

TENANT:

COXCOM, LLC

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

LANDLORD

THE BOARD OF SUPERVISORS FOR  
FAIRFAX COUNTY, VIRGINIA

WITNESS: \_\_\_\_\_ By: \_\_\_\_\_

Cox Communications Northern Virginia  
Site Name: West Springfield Government Center  
Site Address: 6140 Rolling Road, Springfield VA 22152

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Amend a Lease of County-Owned Property at 2610 Reston Parkway with CoxCom, LLC (Hunter Mill District)

ISSUE:

Authorization to advertise a public hearing to amend a lease with CoxCom, LLC regarding antenna towers on County-owned property located at 2610 Reston Parkway for the provision of telecommunications services for public use.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on October 20, 2020 at 3:30 p.m.

TIMING:

Board action is requested on September 29, 2020 to provide sufficient time to advertise the proposed public hearing on October 20, 2020 at 3:30 p.m.

BACKGROUND:

Beginning in 1983, Media General Cable held a non-exclusive franchise from the Board of Supervisors to provide cable services to County households and businesses (Franchise). The Board entered into separate ground leases for various sites on County-owned land to permit Media General to construct, operate and own antenna towers for the transmission of cable services. These sites included a 175-foot lattice tower at the Fox Mill Fire Station, with an address of 2610 Reston Parkway and on a parcel identified by Tax Map No. 0263 01 0022 (Fox Mill Tower). These ground leases also permitted Media General to accommodate telecommunication facilities on the towers that were not involved in the distribution of cable services, provided that the cable company paid compensation to the County for the right to host equipment from these commercial telecom providers. The revenue-sharing provisions have served as a significant dampener on the company's willingness to allow other commercial entities to have access to the transmission capabilities of the radio towers.

In 1999, CoxCom, LLC, d/b/a Cox Communications Northern Virginia (Cox), purchased all of the assets of Media General and took over the Franchise. Beginning in 2002, Cox rebuilt the cable system so that delivery of cable services no longer had to rely on transmissions between microwave dishes mounted on the towers. However, the tower

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facilities continued to play an integral role in the County's public safety communications network. With this access to on-demand, real-time data from its telecommunications equipment on the towers, the County is able to coordinate emergency response services by sharing the information with other government agencies and utility providers. One of the County's primary public safety partners in responding to emergencies involving natural gas leaks is Washington Gas.

Recently, Washington Gas has approached Cox about placing telecommunications antennas on the transmission tower at the I-66 Transfer Station at 4600-A West Ox Road in Springfield District (West Ox Tower). The County believes the co-location of Washington Gas' telecom equipment on the tower will greatly enhance the information sharing abilities of the two organizations. To incentivize Cox to accommodate this equipment, the County has agreed to amend the existing ground leases with Cox (including the agreement for Fox Mill Fire Station in Hunter Mill District) to eliminate the requirement that Cox must share a portion of the revenue stream from subleases with Washington Gas or any other future subtenants.

Given the structural and space limitations on the towers and within the tower compounds, County staff believes that the potential revenue to be earned from such subleases is minimal in any event. The West Ox Tower could support the equipment of at most one additional carrier (proposed to be Washington Gas) before extensive upgrades to the tower's structure would need to occur. For the Fox Mill Tower, the small size of the existing compound means that any future sublessees would have to approach the County about leasing additional ground outside the compound to house their equipment cabinets. Consequently, any revenue sacrificed by the County in consenting to the amendment of the Fox Mill Tower lease with Cox would be partly or entirely compensated for by the potential revenue from the ground leases with the telecom companies.

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property.

FISCAL IMPACT:

The amendment of the tower leases will not result in a significant impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0263 01 0022

Attachment 2 – Draft Lease Amendment for Fox Mill Tower

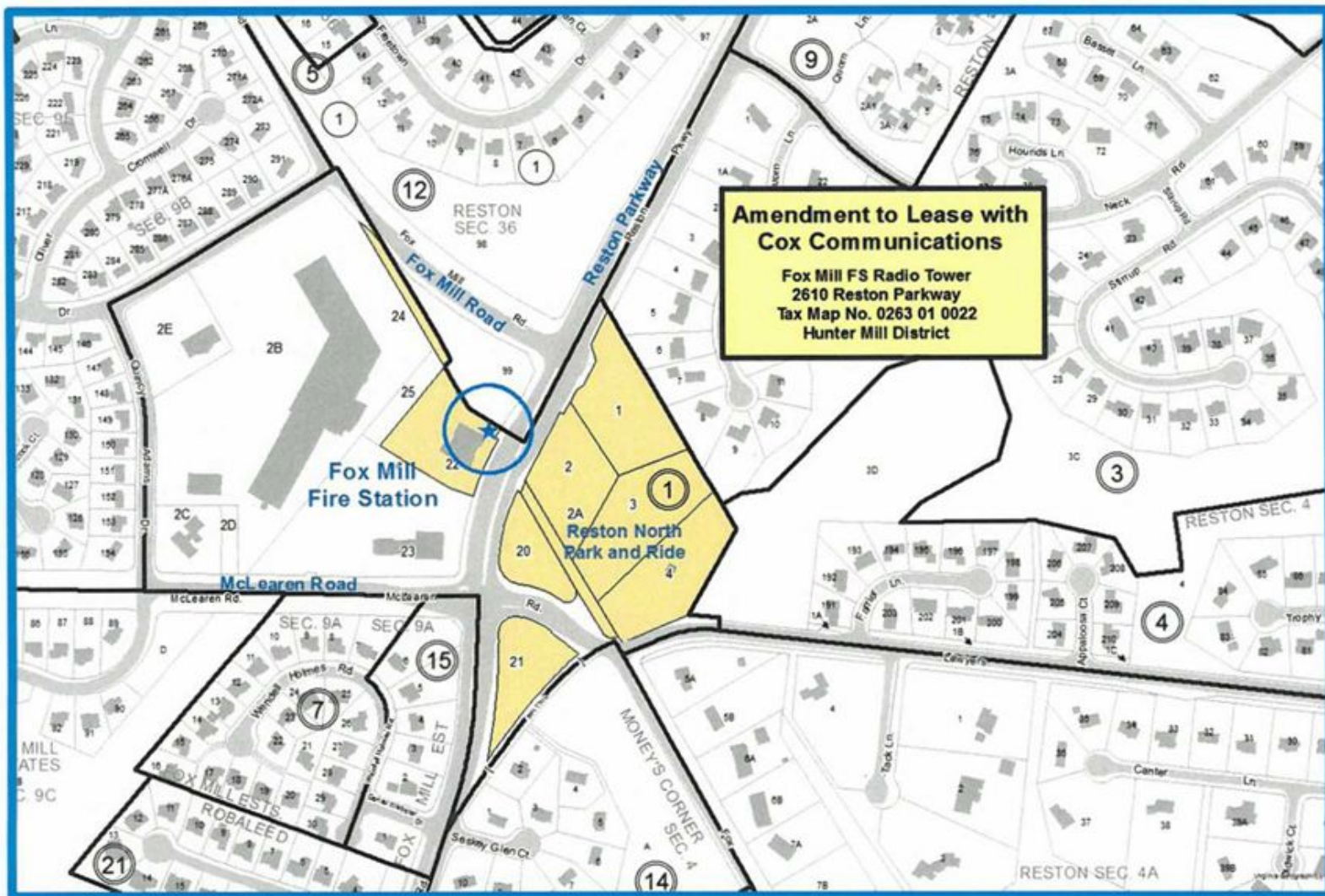
Board Agenda Item  
September 29, 2020

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
José A. Comayagua, Jr., Director, Facilities Management Department  
Gregory Scott, Director, Department of Information Technology  
Harjit S. Chawla, Infrastructure Program Manager, Department of Information Technology  
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney



ATTACHMENT 1



**AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT FOR  
COXCOM, LLC dba COX COMMUNICATIONS NORTHERN VIRGINIA  
FOX MILL FIRE STATION (Fire Station #31) 2610 RESTON PARKWAY,  
RESTON VA 20171**

THIS AMENDMENT OF THE EXTENSION OF LEASE AGREEMENT, dated \_\_\_\_\_, 2020, by and between COXCOM LLC, a Delaware limited liability company, d/b/a COX COMMUNICATIONS NORTHERN VIRGINIA, (the "Tenant"), and THE BOARD OF SUPERVISORS FOR FAIRFAX COUNTY, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "Landlord").

**RECITAL**

WHEREAS, by Lease Agreement dated July 14, 1983 (the "Lease"), the Landlord leased ground to Tenant to install, operate, and maintain a telecommunications tower site to operate and maintain a high speed internet hub station and related telecommunications equipment at the Fox Mill Fire Station (Fire Station #31), 4610 Reston Parkway, Reston Virginia 20171 (the "Premises"); and

WHEREAS, Landlord and Tenant have executed a County-wide Cable Franchise Agreement approved by the Landlord at a public hearing on May 14, 2013 (the "Agreement") that, *intra alia*, addressed extending the Lease for the duration and term of the Agreement that was further memorialized in the Extension of Lease Agreement dated July 31, 2013 (the "Lease Extension"); and

WHEREAS, Landlord has expressed support for Tenant to accommodate the placement of certain communications facilities owned by Washington Gas upon Tenant's telecommunications tower, and Tenant has indicated its willingness to accommodate placement of such facilities upon its telecommunication tower at 4600 West Ox, Fairfax Virginia 22030 in exchange for; (1) rents, fees and other terms and conditions negotiated separately between Washington Gas and Tenant, and; (2) adoption of this Amendment of the Lease Extension (the "Amendment").

NOW THEREFORE, for and in consideration of the covenants herein contained and other good and valuable considerations, the receipt and adequacy of which are confessed and acknowledged by each of the parties hereto, it is mutually agreed as follows:

1. Paragraph 3 of the Lease Extension is replaced with: To the extent that Tenant uses the Premises for commercial purposes not directly related to either the Cable System or Cable Service (as such terms are defined in the Agreement), such use and occupancy of the Premises shall continue to be subject to all Fairfax County policies, laws and regulations in effect from time to time relating to the Premises, including any compensation and collocation requirements; provided that the Landlord shall not be due any compensation with respect to sub-tenants of Tenant, and provided further that

any collocation requirements shall not interfere with Tenant's current or proposed operations or the rights of any sub-tenant.

2. Paragraph 4 of the Lease Extension is replaced with: Except as expressly modified in this Amendment, the applicable terms, covenants, conditions and modifications of both the Extension, dated July 31, 2013, and the Lease, dated July 14, 1983, shall be binding on the parties hereto, and are hereby ratified and affirmed.
3. Paragraph 15 of the Lease is replaced with: The Lessee shall have the right to mortgage, give any security interest in this Lease and its interest and estate hereunder and/or sell its improvements. Provided, however, that this Lease shall not be assigned to a third party without approval of Lessor, which approval shall not be unreasonably withheld or conditioned on the payment of monetary or other consideration.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written and declare this Amendment to be binding on them, their respective successors and permitted assigns.

TENANT:

COXCOM, LLC

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

LANDLORD

THE BOARD OF SUPERVISORS FOR  
FAIRFAX COUNTY, VIRGINIA

WITNESS: \_\_\_\_\_ By: \_\_\_\_\_

Cox Communications Northern Virginia  
Site Name: Fox Mill Fire Station (Fire Station #31)  
Site Address: 4610 Reston Parkway, Reston VA 20171



ADMINISTRATIVE - 8

Designation of Plans Examiner Status Under the Expedited Land Development Review Program

ISSUE:

Board of Supervisors' action to designate one individual as Plans Examiner to participate in the Expedited Land Development Review Program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (the Board) take the following actions:

- Designate the following individual, identified with his registration number, as a Plans Examiner:

Marco Brent Restivo	342
---------------------	-----

TIMING:

Routine.

BACKGROUND:

On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of *The Code of the County of Fairfax, Virginia*, (The Code) establishing a Plans Examiner Program under the auspices of an APEB. The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by certain specially qualified applicants, i.e., Plans Examiners, to the Department of Land Development Services.

The Code requires that the Board designate an individual's status under the Expedited Land Development Review Program.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of his application and credentials, the APEB has found that the one candidate listed above satisfies these requirements. This finding was documented in a letter dated July 30,

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2020, from the Chairman of the APEB, James H. Scanlon, P.E., LS, to Chairman Jeffrey McKay.

Inactive Status: Chapter 117 requires Plans Examiners to participate in the Board adopted Continuing Education Program. Consonant with the requirements of Section 117-1-3(a), and subject to Board approval, the APEB will recommend designation of inactive status for individuals electing not to pursue the continuing education program. This status designation continues until and if they wish to reactivate their Designated Plans Examiner (DPE) status by completing the continuing education requirements. An inactive status makes these individuals ineligible to participate in the expedited plan process procedure. At the time, they are placed in inactive status, individuals are provided with information concerning requirements for reinstatement as an active DPE.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1 – Letter dated July 30, 2020, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

STAFF:  
Rachel Flynn, Deputy County Executive  
William D. Hicks, P.E., Director, Department of Land Development Services



# Engineers & Surveyors Institute

"a public/private partnership"

AUG 19 2020

4795 Meadow Wood Lane  
Suite 115 East  
Chantilly, VA 20151  
703-263-2232

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Bowman Consulting Group

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Fairfax Water

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Executive Director  
Jeffrey L. Blackford, P.E.

July 30, 2020

Hon. Jeffrey C. McKay Chairman  
Fairfax County Board of Supervisors  
12000 Government Center Parkway  
Fairfax, VA 22035

Dear Chairman, McKay:

The following named individual was approved by the Fairfax County  
Advisory Plans Examiner Board for recommendation as Designated Plans  
Examiner:

Name	Reg. No
Marco Brent Restivo	342

He has been found to meet the qualifications outlined in Chapter 117-1-2 of  
the Code of Fairfax County is in accordance with the criteria adopted by the  
Fairfax County Board of Supervisors on February 11, 1991.

Sincerely,

James H. Scanlon, P.E. LS  
Chairman  
Fairfax County Advisory Plans Examiner Board

ADMINISTRATIVE - 9

Authorization to Advertise a Public Hearing to Lease County-Owned Properties for the Purpose of Installing Solar Facilities (Braddock, Hunter Mill, Mason, Mount Vernon, Providence and Springfield Districts)

ISSUE:

Authorization to advertise a public hearing to lease County-owned property to Sigora Solar for the installation, operation and maintenance of solar photovoltaic panels for the purpose of on-site electric generation at the Herrity Building at 12055 Government Center Parkway, Pennino Building at 12011 Government Center Parkway, North County Government Center at 1801 Cameron Glen Drive, Reston Community Center at 2310 Colts Neck Road, Springfield Warehouse at 6800 Industrial Road, Lab Building at the Noman M. Cole Pollution Control Plant at 9399 Richmond Highway, Providence Community Center at 3001 Vaden Drive, and I-66 Transfer Station, Worker's Facility Building and Truck Wash Building at 4500 West Ox Road.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing to be held on October 20, 2020, at 3:30 p.m.

TIMING:

Board action is requested on September 29, 2020, to provide sufficient time to advertise the proposed public hearing on October 20, 2020, at 3:30 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the Herrity Building, Pennino Building, North County Government Center, Reston Community Center, Springfield Warehouse, the Lab Building at the Noman M. Cole Pollution Control Plant, Providence Community Center, and the I-66 Transfer Station, Worker's Facility Building and Truck Wash Building. Maps of each property are included in Attachments 1-8, and site-specific information is provided for each property below:

- The Herrity Building is located at 12055 Government Center Parkway on a County-owned parcel identified as Tax Map Number 0561 15 0007. A 247,000 square foot building, which primarily operates as a government center, is located on the property.

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- The Pennino Building is located at 12011 Government Center Parkway on a County-owned parcel identified as Tax Map Number 0561 15 0008. A 281,810 square foot building, which primarily operates as a government center, is located on the property.
- The North County Government Center is located at 1801 Cameron Glen Drive on a County-owned parcel identified as Tax Map Number 0171 01 0014B. A 37,049 square foot building, which primarily operates as a public safety facility and government center, is located on the property.
- The Reston Community Center is located at 2310 Colts Neck Road on a County-owned parcel identified as Tax Map Number 0261 07 003D. A 1,200 square foot building, which primarily operates as a cultural and entertainment center and community meeting facility, is located on the property.
- The Springfield Warehouse is located at 6800 Industrial Road on a County-owned parcel identified as Tax Map Number 0802 07 H. A 211,297 square foot building, which primarily operates as an industrial warehouse and storage facility for Fairfax County Government and Fairfax County Public Schools, is located on the property.
- The Lab Building at the Noman M. Cole Pollution Control Plant is located at 9399 Richmond Highway on a County-owned parcel identified as Tax Map Number 1083 01 0023. A 11,300 square foot building, which primarily operates as a laboratory, is located on the property.
- The Providence Community Center is located at 3001 Vaden Drive on a County-owned parcel identified as Tax Map Number 0483 49 0002G. A 31,884 square foot building, which primarily operates as a government center and community meeting facility, is located on the property.
- The I-66 Transfer Station, Worker's Facility Building and Truck Wash Building are located at 4500 West Ox Road on a County-owned parcel identified as Tax Map Number 0561 01 0002. A 49,045 square foot building, which primarily operates as a processing facility for municipal solid waste, a 8,375 square foot building, which primarily operates as an administrative building for employees of the I-66 Transfer Station, and a 2,625 square foot building, which primarily operates as a truck washing facility, are located on the property.

Sigora Solar designs and installs solar photovoltaic panels and is a solar power purchase agreement (PPA) service provider. In December 2019, Fairfax County announced a contract with Sigora Solar for rooftop solar PPA installations on buildings owned by Fairfax County Government, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority (collectively, the "Fairfax Entities"). Under the contract, Sigora Solar will design, permit, install and operate rooftop solar panels at facilities that participate in the PPA program and sell the electricity generated by the solar panels to the participating facility at a fixed rate and over a fixed term (e.g. 25-28 years). The contract with Sigora Solar allows Fairfax

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County to purchase on-site renewable energy with little or no upfront or operational costs. Participation in the solar PPA program is expected to reduce the County's greenhouse gas emissions and electricity costs.

Sigora Solar requires access to and use of rooftop space at the Herrity Building, Pennino Building, North County Government Center, Reston Community Center, Springfield Warehouse, the Lab Building at the Noman M. Cole Pollution Control Plant, Providence Community Center, and the I-66 Transfer Station, Worker's Facility Building and Truck Wash Building to install, operate and maintain solar photovoltaic panels over the course of the PPA program (an expected 25-28 year-term).

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property. The County Executive recommends that the Board authorize staff to advertise a public hearing to lease County properties to Sigora Solar, which will allow for the installation, operation, and maintenance of solar panels on County-owned facilities.

FISCAL IMPACT:

None. Electricity costs for facilities at which PPA solar projects are installed are expected to decrease as soon as the solar photovoltaic panels are activated. Under its contract with Fairfax County, Sigora Solar offered a fixed rate of \$0.069 per kWh delivered for a 25-year contract term. The County-owned properties included in this request to authorize a public hearing are located in a service territory in which the current average cost of utility-delivered electric power is approximately \$0.085 per kilowatt hour (kWh). At this cost, the County would save about \$0.016 per kWh of delivered electric power. As the average cost of utility-delivered electric power is expected to increase over time, the savings are expected to increase, as well.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map 0561 15 0007  
Attachment 2 – Location Map 0561 15 0008  
Attachment 3 – Location Map 0171 01 0014B  
Attachment 4 – Location Map 0261 07 003D  
Attachment 5 – Location Map 0802 07 H  
Attachment 6 – Location Map 1083 01 0023  
Attachment 7 – Location Map 0483 49 0002G  
Attachment 8 – Location Map 0561 01 0002

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September 29, 2020

STAFF:

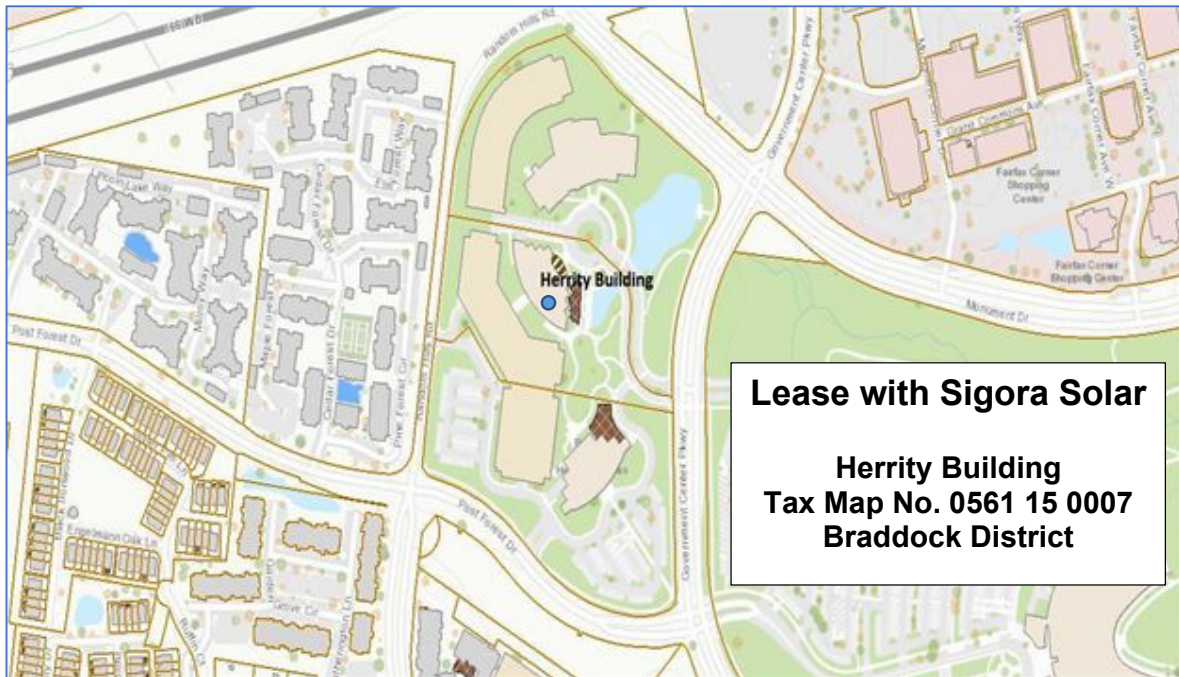
Joseph M. Mondoro, Chief Financial Officer

Kambiz Agazi, Director, Office of Environmental and Energy Coordination

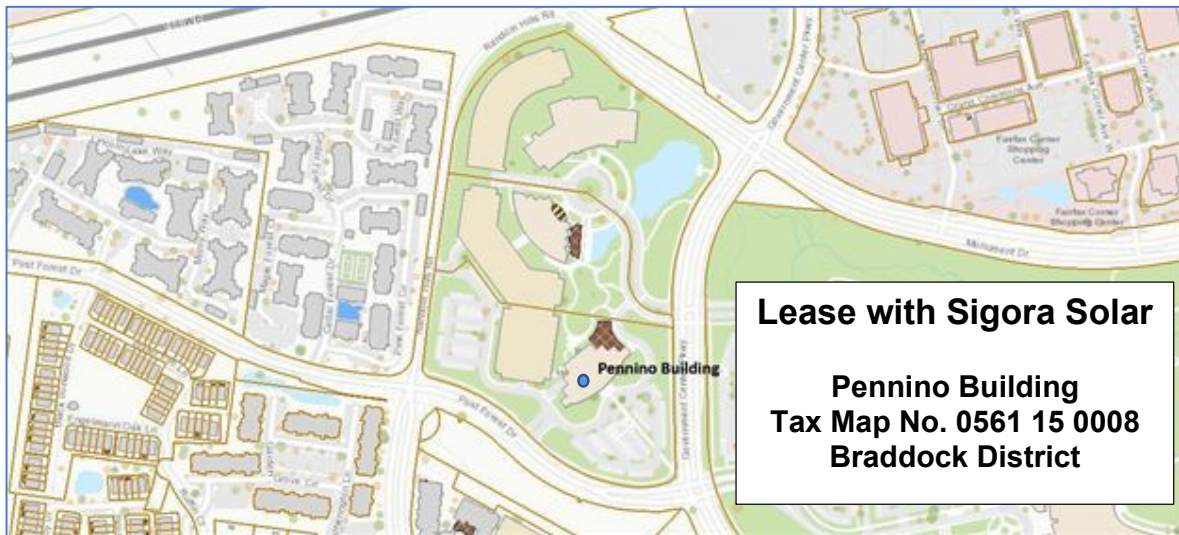
Susan Hafeli, Deputy Director, Office of Environmental and Energy Coordination

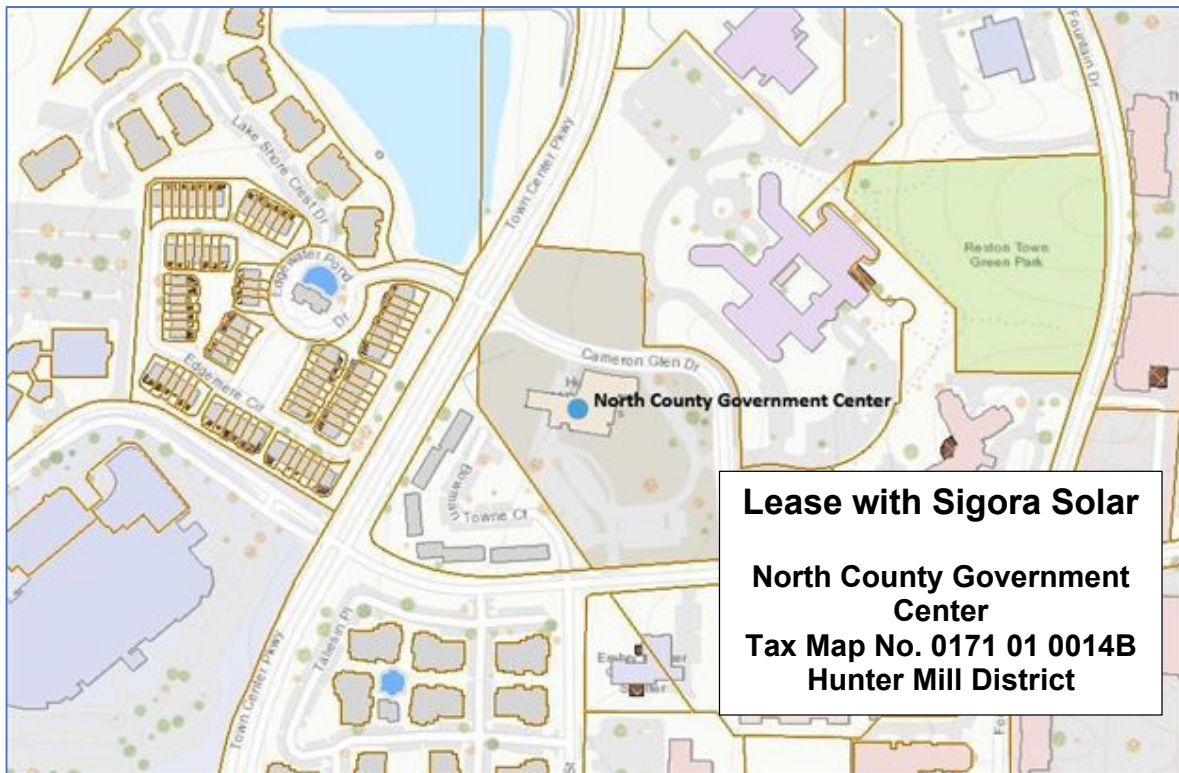
ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

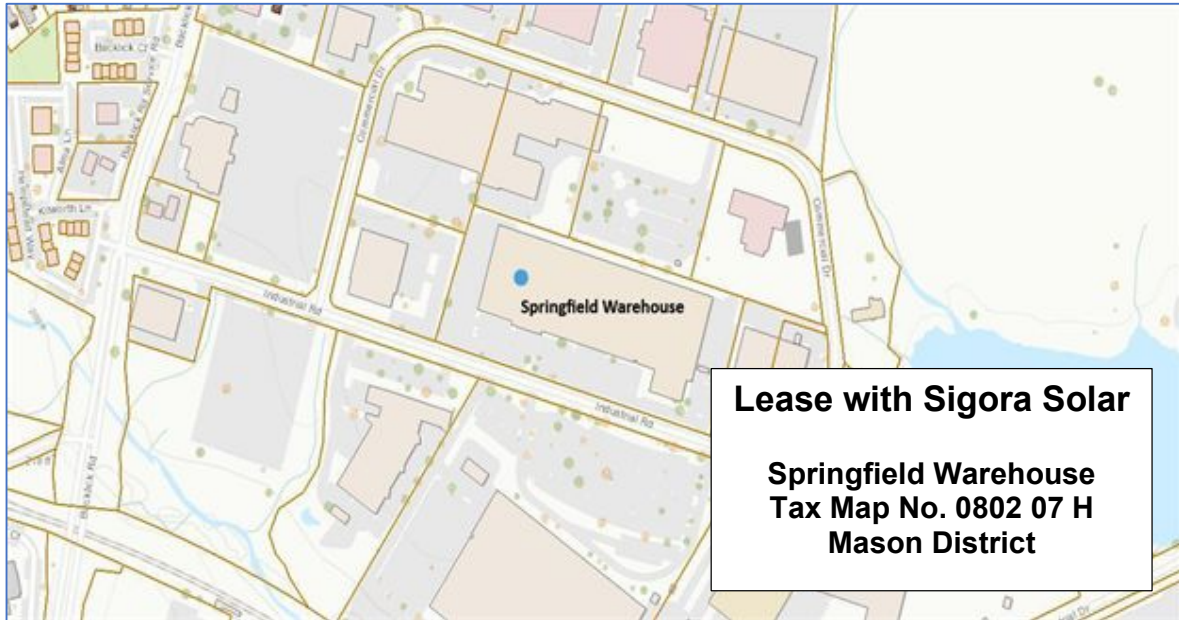


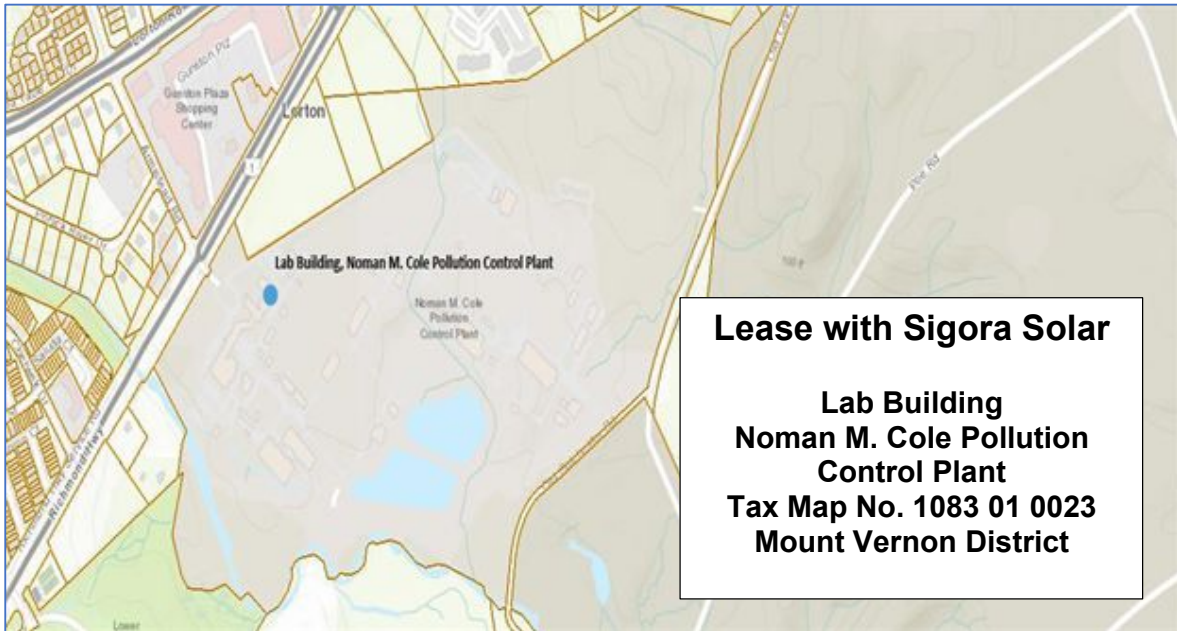




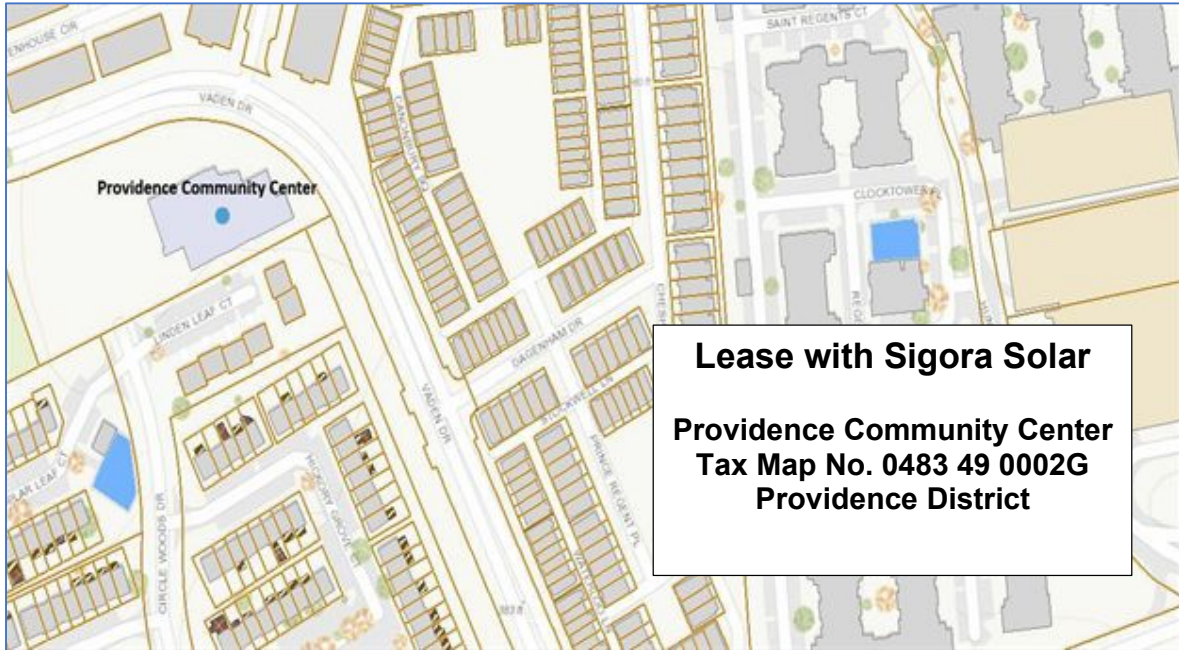


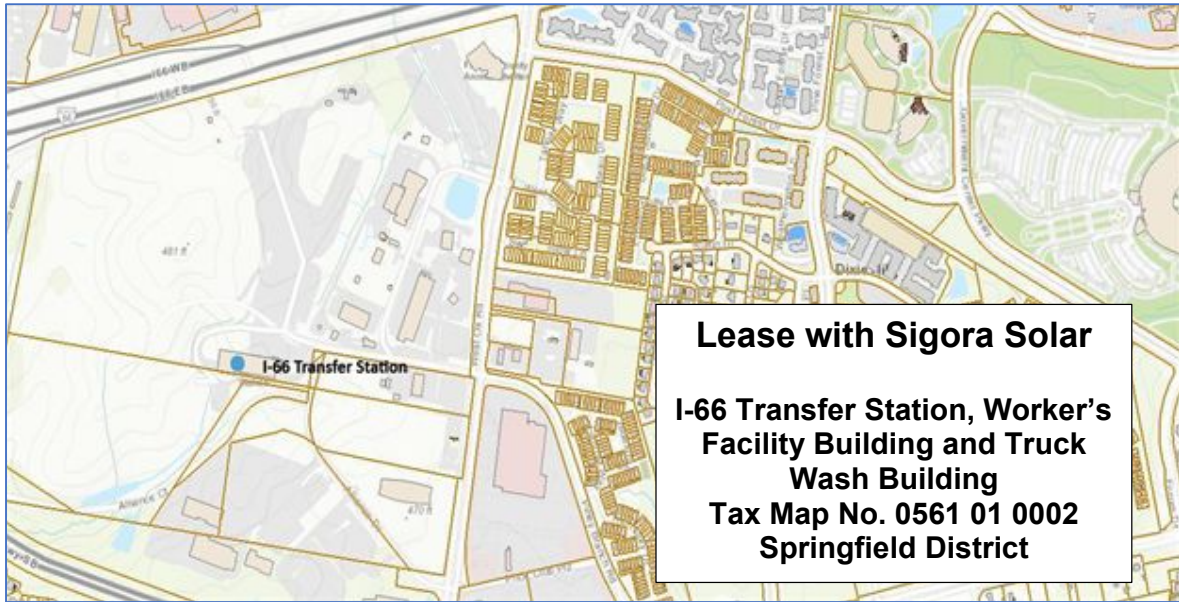












ADMINISTRATIVE - 10

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program (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 Evening Lane (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 September 29, 2020.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not be in conflict with any other traffic control devices.

On August 25, 2020, FCDOT received verification from the Mount Vernon District Supervisor’s Office confirming community support for a “Watch for Children” sign on Evening Lane.

FISCAL IMPACT:

Funding in the amount of \$400 for the “Watch for Children” sign is available in Fund 2G25-076-000, General Fund, under Job Number 40TTCP.



Board Agenda Item  
September 29, 2020

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

Zuhra Malik, Transportation Planner, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 11

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance  
Establishing the Scotts Run Residential Permit Parking District, District 48 (Dranesville  
District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Scotts Run Residential Permit Parking District (RPPD), District 48.

RECOMMENDATION:

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

TIMING:

The Board should take action on September 29, 2020, to advertise a public hearing for October 20, 2020, at 4:30 p.m.

BACKGROUND:

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

Board Agenda Item  
September 29, 2020

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

FISCAL IMPACT:

The cost of sign installation is estimated to be \$2,500. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code

Attachment II: Map Depicting Proposed Limits of New RPPD

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

## Appendix G

## G-48        Scotts Run Residential Permit Parking District.

- (a) *Purpose and Intent.* The Scotts Run Residential Permit Parking District is established to protect this residential area 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 Scotts Run Residential Permit Parking District is designated as Residential Permit Parking District 48, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Scotts Run Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

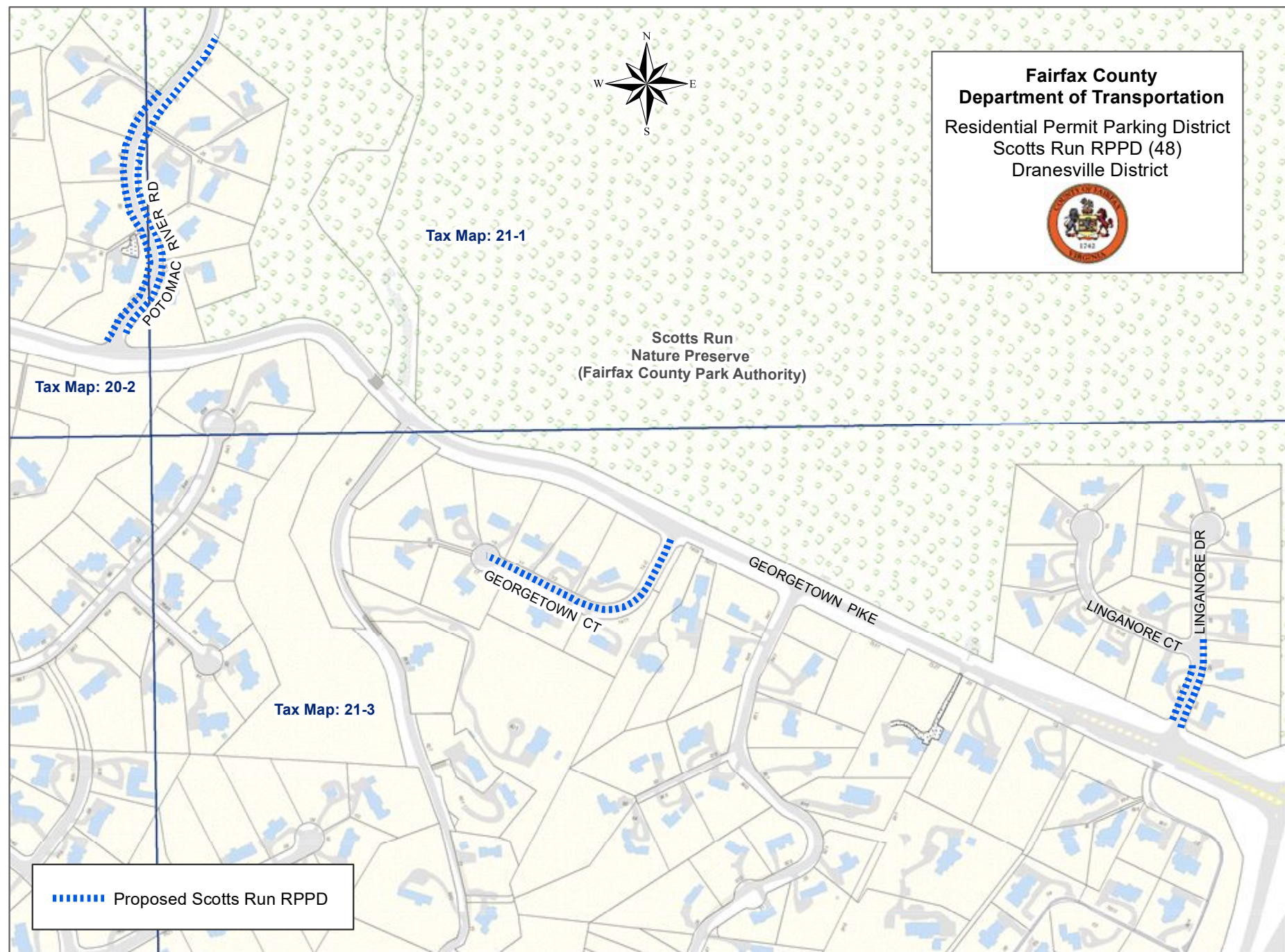
*Georgetown Court (Route 6033):*  
From Georgetown Pike to the cul-de-sac inclusive.

*Linganore Drive (Route 6472):*  
From Georgetown Pike to Linganore Court.

*Potomac River Road (Route 6037):*  
From Georgetown Pike to the northern property boundaries of 705 Potomac River Road, east side, and 710 Potomac River Road, west side, at the Scotts Run Nature Preserve (FCPA) boundary.
- (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) Within the Scotts Run Residential Permit Parking District, parking is prohibited at all times, except as permitted by the provisions of Article 5A of Chapter 82.
  - (3) One (1) transferable visitor pass per address shall be issued in the name of a bona fide resident of said address. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking 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 Scotts Run Residential Permit Parking District shall expire on October 31, 2021. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.
- (d) *Signs.* Signs delineating the Scotts Run Residential Permit Parking District shall indicate the following:

NO PARKING  
ANYTIME  
Except by Permit  
District 48



ACTION - 1

Authorization for the County Executive to Execute a Water Quality Credit Agreement  
Between the City of Fairfax and Fairfax County

ISSUE:

Authorization for the County Executive to execute an agreement between the City of Fairfax (City) and Fairfax County (County) for the use of the City's pro-rata share of the available nutrient credits at the County's Noman M. Cole Jr. Pollution Control Plant (Plant) for compliance with the City's Municipal Separate Storm Sewer System (MS4) permit

RECOMMENDATION:

Staff recommends that the Board authorize the County Executive to execute the attached Water Quality Agreement between the City and the County.

TIMING:

Board action is requested on September 29, 2020, so that the City can properly plan for the City's compliance with its MS4 permit.

BACKGROUND:

The City is interested in the use of available nutrient credits at the County's Plant to comply with the City's MS4 permit requirements. Under a service agreement, the County provides wastewater conveyance and treatment to the City. The City has purchased 4.2 million gallons per day (MGD) of capacity in the County's wastewater system but is using approximately 3 MGD.

Under the Chesapeake Bay Total Maximum Daily Load (TMDL), treatment plants are assigned pollutant discharge limits for total nitrogen (TN), total phosphorous (TP) and total suspended solids (TSS) based on treatment capacity. The County's Plant's capacity is 67 MGD but is operating at approximately 40 MGD. The City's proportionate share of the unused capacity is 1.2 MGD. This unused capacity produces available nutrient credits, which may be used to comply with the Chesapeake Bay TMDL by other plants or MS4 permit holders. Currently, the County sells these nutrient credits as a member of the Virginia Nutrient Credit Exchange Association for use by other treatment plants in the Potomac River basin of Virginia.

Board Agenda Item  
September 29, 2020

Because of financial impact of the corona virus pandemic, the City is expanding its TMDL compliance strategies to include the use of its TN, TP and TSS credits at the County's Plant rather than relying exclusively on financing and constructing projects to retrofit its stormwater system. The Board was informed of the City's intentions in a memorandum from the County Executive dated June 28, 2020 (Attachment A).

Attached is an agreement (Attachment B), which provides for the City's use of available nutrient credits at the Plant for the Board's consideration. This agreement has been approved by the City Council and executed by the City Manager.

FISCAL IMPACT:  
None

ENCLOSED DOCUMENTS:

Attachment A: Memorandum dated June 28, 2020

Attachment B: Water Quality Credit Agreement for Chesapeake Bay TMDL Implementation

STAFF:

Rachel Flynn, Deputy County Executive

Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)

Michael McGrath, Director, DPWES, Wastewater Treatment Division

Shahram Mohsenin, Director, DPWES, Wastewater Planning and Monitoring Division

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney





# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 28, 2020

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive *[Signature]*

**SUBJECT:** Water Quality Credit Agreement Between the City of Fairfax and Fairfax County

The City of Fairfax is interested in the use of available nutrient credits at the County's treatment plant to comply with the City's Municipal Separate Storm Sewer System (MS4) permit requirements.

Under a service agreement, Fairfax County provides wastewater conveyance and treatment to the City of Fairfax. The City has purchased 4.2 million gallons per day (MGD) of capacity in the County's wastewater system. Currently, the City is utilizing approximately 3 MGD of its capacity. Under the Chesapeake Bay Total Maximum Daily Load (TMDL), treatment plants have been assigned nutrient loads for discharging total nitrogen (TN), total phosphorous (TP) and total suspended solids (TSS) based on their capacity. The County's Noman M. Cole, Jr. Pollution Control Plant has 67 MGD capacity and is currently operating at approximately 40 MGD. Therefore, there is an equivalent of 27 MGD (or 1.2 MGD for the City of Fairfax) of nutrient credits that may be used for compliance with the Chesapeake Bay TMDL by other plants or MS4 permit holders. Currently, the County sells these nutrient credits as a member of the Virginia Nutrient Credit Exchange Association for use by other treatment plants in the Potomac River basin of Virginia.

Because of financial impact of the corona virus pandemic, the City is expanding its TMDL reduction strategies to include the use of its TN, TP and TSS credits at the County's treatment plant rather than relying exclusively on financing and constructing projects to retrofit its stormwater system. Attached is an agreement drafted to address the City's needs. City staff is planning to seek City Council approval of this agreement at its meeting of July 28, 2020. Once approved by the City Council, County staff will include this item on the agenda for an upcoming County Board of Supervisors' meeting.

Attachment: Water Quality Credit Agreement Between the City of Fairfax and Fairfax County

cc: Rachel Flynn, Deputy County Executive  
Randy Bartlett, Director, Department of Public Works and Environmental Services (DPWES)  
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES  
Marc Gori, Assistant County Attorney

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

## WATER QUALITY CREDIT AGREEMENT FOR CHESAPEAKE BAY TMDL IMPLEMENTATION

**THIS WATER QUALITY CREDIT AGREEMENT FOR CHESAPEAKE BAY TMDL IMPLEMENTATION** (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Fairfax, Virginia (the “County”) and the City of Fairfax, Virginia (the “City”) (each a “Party” and jointly the “Parties”).

### BACKGROUND

A. The County’s Wastewater Treatment Plant. The County owns and operates an advanced wastewater treatment plant known as the Noman M. Cole, Jr., Pollution Control Plant (“NCPCP”), which is authorized to discharge the nutrients total nitrogen (“TN”) and total phosphorus (“TP”) as well as sediment expressed as total suspended solids (“TSS”) within the Chesapeake Bay watershed in accordance with (a) certain water quality plans or regulations including the Chesapeake Bay Total Maximum Daily Load (“TMDL”) issued by the U.S. Environmental Protection Agency (“EPA”), the related Virginia Chesapeake Bay TMDL Watershed Implementation Plan (“WIP”) issued by the Commonwealth of Virginia, and the Water Quality Management Planning Regulation, 9 VAC 25-720, issued by the State Water Control Board and Virginia Department of Environmental Quality (jointly, “DEQ”), and (b) the General Virginia Pollutant Discharge Elimination System (“VPDES”) Watershed Permit Regulation for TN and TP Discharges and Nutrient Trading in the Chesapeake Bay Watershed in Virginia, 9 VAC 25-820, most recently reissued by DEQ effective February 8, 2017, as hereafter modified or reissued from time to time (the “Watershed General Permit”). Due to exceptional performance and current operating conditions, NCPCP currently discharges less TN, TP and TSS than authorized under the Watershed General Permit and Chesapeake Bay TMDL while protecting Chesapeake Bay water quality and, therefore, the County has the ability to generate and supply TN, TP and TSS credits on at least a temporary basis. The rated capacity of NCPCP is 67 million gallons per day (“MGD”) and, pursuant to the Appendix IV of the General Services Agreement of 2003 (the “General Services Agreement”), the County has reserved 4.2 MGD of treatment capacity for the City’s use.

B. The City’s Stormwater System. The City owns and operates a municipal separate stormwater sewer system (“MS4”) authorized to discharge nutrients and sediment to the Chesapeake Bay watershed. Like NCPCP, the MS4 is addressed under the Chesapeake Bay TMDL and WIP. The MS4 is subject to the General VPDES Permit for Stormwater Discharged from Small Municipal Separate Storm Sewer Systems (the “MS4 Permit”) under which DEQ has issued coverage to the City. Pursuant to the Chesapeake Bay TMDL, WIP and MS4 Permit, it is anticipated that the City will reduce nutrient and sediment discharges from the MS4 pursuant to City-developed and DEQ-approved TMDL Action Plans for each of three, five-year permit cycles, which are referred to as the First Bay TMDL Permit Cycle (5% Progress), Second Bay TMDL Permit Cycle (40% Progress), and Third Bay TMDL Permit Cycle (100% Progress). During 2020, the City is in its Second Bay TMDL Permit Cycle (2018-2023).

C. The City’s Plan for Continuing Compliance. The City achieved its Chesapeake Bay TMDL reduction goals for the First Bay TMDL Permit Cycle by implementation of certain best

management practices (“BMPs”) by June 30, 2018. During the Second Bay TMDL Permit Cycle, a combination of factors present major compliance challenges including a substantially higher reduction target (40% compared to 5%), the possible statewide downrating of the benefits of the street sweeping credits, and financial obstacles stemming from the 2020 pandemic. To better manage these challenges and promote compliance, rather than relying exclusively on financing and constructing retrofit projects on a condensed 5-year schedule (*i.e.*, Second Bay TMDL Permit Cycle) or 10-year schedule (Third Bay TMDL Permit Cycle), the City is expanding its TMDL reduction strategies to include acquisition and use of TN, TP and TSS credits to be generated and supplied by NCPCP. This compliance method also better incorporates ongoing stormwater quality improvements from redevelopment projects, which are subject to TP reduction criteria (and associated TN and TSS reductions) under the applicable water quality design requirements of DEQ’s Virginia Stormwater Management Program Regulation, 9VAC25-870-63.A.2. By aligning with the normal redevelopment cycle rather than scheduling retrofits prior to redevelopment activity, the City’s Chesapeake Bay TMDL Action Plan will also conserve scarce state (Stormwater Local Assistance Fund) and local resources for other important water quality projects and public needs.

D. Legal Authority. Pursuant to Virginia Code § 62.1-44.19:21, the City may acquire and use nutrient credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of the MS4 Permit, including credits generated by the County’s NCPCP by discharging less TN or TP than permitted under the Watershed General Permit. Pursuant to Virginia Code § 62.1-44.19:21.1, the City may also acquire and use sediment credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of the MS4 Permit, including credits generated by the County’s NCPCP by discharging less TSS than allocated under the Chesapeake Bay TMDL and WIP. With respect to all three parameters, it is recognized that this authority does not limit or otherwise affect the authority of DEQ to establish and enforce more stringent water quality-based effluent limitations in permits where such limitations are necessary to protect local water quality and, further, that the use of water quality credits does not relieve an MS4 permit holder of any requirement to comply with any applicable local water quality-based limitations.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises (hereby incorporated as if fully set forth herein), the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which the County and the City acknowledge, the Parties hereby agree as follows.

1. Credit Quantities. Beginning for the compliance year (January 1 through December 31) which starts January 1, 2022 and for each compliance year thereafter through and including compliance year 2030, the County agrees to transfer annually to the City a pro rata share of the County’s available NCPCP-generated TN, TP and TSS credits not to exceed (a) the City’s actual credit need for MS4 Permit compliance or (b) the maximum quantity set forth on the City’s Required Credit Schedule for MS4 Permit Compliance in Attachment A hereto, whichever is less on a parameter-by-parameter basis. Available credits are expected to vary annually based on the operating conditions experienced at NCPCP, the facility’s actual performance, and applicable laws, regulations and permits then in effect. The City’s pro rata share shall be based on the portion

of NCPCP treatment capacity reserved for the City's use (4.2 MGD) compared to total treatment capacity (currently 67 MGD). This Agreement does not guarantee to the City the availability of a sufficient quantity of credits in any year, nor does it impose upon the County any requirement to operate NCPCP in any particular manner or at any additional expense to provide such credits. For purposes of this Agreement, "credit" means a "point source nitrogen credit" or "point source phosphorus credit" as defined in the Watershed General Permit or "sediment credit" as defined in Virginia Code § 62.1-44.19:21.1.

2. Annual Transfer Procedure. For each compliance year for which this Agreement is in effect and subject to the requirements and limitations of Paragraph 1 above, the City shall request in writing and the County shall transfer the available credits to the City by May 20 immediately following the compliance year during which the County generated the credits. Such transfer shall be made in writing using the Water Quality Credit Transfer Form set forth in Attachment B hereto. The first such transfer shall occur by May 20, 2023 using compliance year 2022 credits.

3. Price of Credits. In light of the County's reservation of treatment capacity for the City and the City's responsibility for a certain portion of capital costs and operation and maintenance costs under the General Services Agreement, there shall be no additional monetary cost charged by the County to the City for the City's pro rata share of available credits up to and including the maximum quantities set forth on the credit schedule in Attachment A hereto; however, the City agrees that its share of any credit sales revenue obtained by the County from sale of NCPCP-generated credits through the Virginia Nutrient Credit Exchange Association, Inc. (the "Nutrient Exchange") or otherwise shall be reduced to account for the transfer of credits to City for its direct use. For example, if 100% of the City's pro rata share of NCPCP-generated credits are transferred to the City in a given year, the City shall receive no portion of the credit sales revenue derived from the remaining NCPCP credits in that year. As another example, if 50% of the City's pro rata share of NCPCP-generated credits are transferred to the City in a given year, the City shall receive only 50% of the amount of the credit sales revenue derived from the remaining NCPCP credits that it would otherwise have received.

4. Authorized Use. The City agrees that its sole and limited use of the credits transferred under this Agreement shall be for the purpose of MS4 Permit compliance and Chesapeake Bay TMDL implementation under such permit as described herein and that it shall not transfer any portion of the NCPCP-generated credits to any other person or entity.

5. Term. This Agreement shall be in effect as of the date first shown above upon execution by both Parties and shall expire on June 30, 2030. Notwithstanding the preceding sentence, if either Party fails to perform a material obligation hereunder, and fails to cure such failure to perform within thirty (30) days of written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon written notice to the other Party.

6. Regulatory Plans & Approvals. In furtherance of this Agreement, the Parties shall collaborate on appropriate submittals to and requests from DEQ as set forth in this paragraph; however, the County shall have no responsibility for the failure or refusal of DEQ or other governmental authority to approve such transfers.

a. City's TMDL Action Plan. For purposes of annual credit transfers, the City shall include in its Chesapeake Bay TMDL Action Plan a provision for the receipt and use of TN, TP and TSS credits from the NCPCP substantially in the form set forth in Attachment C hereto (or such other provision as may be agreeable to the County).

b. Exchange Compliance Plan. The County is a member of the Nutrient Exchange and a participant in its Exchange Compliance Plan previously submitted by the Nutrient Exchange to, and approved by, DEQ pursuant to the Watershed General Permit. During the next annual update of the Exchange Compliance Plan due to DEQ on or before February 1, 2021, the County shall notify the Nutrient Exchange of the credit transfer provided by this Agreement and request the Nutrient Exchange's next Exchange Compliance Plan annual update account for such transfer.

7. Further Cooperation. The Parties shall continue to cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement. If for any reason the County is prohibited or otherwise unable to transfer credits as provided herein, the City shall be solely responsible for otherwise meeting its TMDL and MS4 Permit obligations.

8. Force Majeure. The obligations of the County, including its credit transfer obligations, shall be suspended while and as long as performance is prevented or impeded by (a) strikes, disturbances, riots, fire, severe weather, acts of war, acts of terrorism, acts of God, epidemic, pandemic, government action, major technical, engineering or construction related delays, or any other cause similar or dissimilar to the foregoing that is beyond the reasonable control of and not due to the gross negligence of the County; (b) any facts or circumstances that qualify as an Extraordinary Condition within the meaning of the Water Quality Improvement Grant Agreement by and between DEQ and the County regarding nutrient removal technology installed at NCPCP; or (c) any facts or circumstances that qualify as an Upset within the meaning of the VPDES Permit Regulation, 9 VAC 25-31, or any permits issued thereunder to NCPCP. For clarity, the County assumes no obligation under this Agreement to install, upgrade, improve, or alter the operation of any of its facilities for purposes of providing credits to the City.

9. Change in Law. In the event of any material change in applicable laws or regulations, the Parties shall work together to attempt to amend this Agreement to conform to such change, while maintaining as closely as practicable the provisions and intent of this Agreement.

10. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns and shall not confer any rights or benefits on any other person or entity.

11. No Assignment. No Party may transfer or assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. Expenses; Commissions. Each Party shall pay its own fees and expenses, including its own counsel fees, incurred in connection with this Agreement or any transaction contemplated

hereby, except that within thirty (30) days of the date of an invoice issued by the County the City shall reimburse the County's counsel fees for developing this agreement in an amount not to exceed ten thousand dollars (\$10,000) by check made payable to the County.

13. Governing Law; Venue; Severability. This Agreement is a Virginia contract that shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Agreement is deemed executed and accepted in Fairfax County and all questions with respect to any of its provisions shall be instituted, maintained, and contested in a court of competent jurisdiction in Fairfax County. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

14. No Waiver. Neither any failure to exercise or any delay in exercising any right, power or privilege under this Agreement by either Party shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing.

15. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.

16. Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

17. Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its enabling legislation, charter, ordinances, articles of incorporation, bylaws, or regulations, as applicable, or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected. To each Party's knowledge there are no actions, suits or proceedings, pending or threatened against such Party or any of its properties, before any court or governmental authority that, if determined adversely to such Party, would have a material adverse effect on the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**



**SIGNATURE PAGE OF WATER QUALITY CREDIT AGREEMENT  
FOR CHESAPEAKE BAY IMPLEMENTATION BY AND BETWEEN  
THE COUNTY OF FAIRFAX AND THE CITY OF FAIRFAX**

**COUNTY OF FAIRFAX, VIRGINIA**

By: \_\_\_\_\_  
Bryan J. Hill  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**SIGNATURE PAGE OF WATER QUALITY CREDIT AGREEMENT  
FOR CHESAPEAKE BAY IMPLEMENTATION BY AND BETWEEN  
THE COUNTY OF FAIRFAX AND THE CITY OF FAIRFAX**

**CITY OF FAIRFAX, VIRGINIA**

By:   
Robert A. Stalzer  
City Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney



**WATER QUALITY CREDIT AGREEMENT  
FOR CHESAPEAKE BAY TMDL IMPLEMENTATION  
ATTACHMENT A**

**CITY'S REQUIRED CREDIT SCHEDULE FOR MS4 PERMIT COMPLIANCE**

<b>Water Quality Credits (lbs/yr)</b>			
<i>Pollutant Parameter</i>	<i>2<sup>nd</sup> Permit Cycle</i>	<i>3<sup>rd</sup> Permit Cycle</i>	<i>Total Both Cycles</i>
TN	1,499.71	2,249.57	3,749.28
TP	188.53	282.80	471.33
TSS	159,771.39	239,657.09	399,428.48

**CREDIT AGREEMENT  
FOR CHESAPEAKE BAY TMDL IMPLEMENTATION  
ATTACHMENT B**

**WATER QUALITY CREDIT TRANSFER FORM**

*Instructions: This form is to be completed and executed by the County and delivered to the City on or before each May 20 immediately following the calendar year of credit generation by the County.*

By execution and delivery of this Water Quality Credit Transfer Form, the following water quality credits, in the amounts specified below, are hereby transferred in accordance with, and for the specific and limited purposes of, the Water Quality Credit Agreement for Chesapeake Bay TMDL Implementation by and between the County of Fairfax and the City of Fairfax.

Transferor: County of Fairfax  
Noman M. Cole, Jr., Pollution Control Plant

Transferee: City of Fairfax  
Municipal Separate Storm Sewer System

TN Credit Quantity: \_\_\_\_\_ lbs

TP Credit Quantity: \_\_\_\_\_ lbs

TSS Credit Quantity: \_\_\_\_\_ lbs

Year Generated: \_\_\_\_\_

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

Signed (for the County): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

**WATER QUALITY CREDIT AGREEMENT  
FOR CHESAPEAKE BAY TMDL IMPLEMENTATION  
ATTACHMENT C**

**MS4 CHESAPEAKE BAY TMDL ACTION PLAN PROVISION  
FOR USE OF FAIRFAX COUNTY NCPCP-GENERATED  
WATER QUALITY CREDITS**

This plan includes the generation and use of TN, TP and TSS water quality credits pursuant to the Water Quality Credit Agreement for Chesapeake Bay TMDL Implementation to which the City of Fairfax and the County of Fairfax are signatories and pursuant to any other water quality credit exchange the City may secure in accordance with applicable laws and regulations. This compliance method is in lieu of exclusive reliance on more traditional stormwater retrofit projects, which may not be feasible to execute on a condensed 10-year schedule (i.e., Second and Third Bay TMDL Permit Cycles). Not only does incorporation of this method have the advantage of more reliably meeting the MS4 Permit's short deadlines, but it is also beneficial to the public in that it will help meet the City's Chesapeake Bay TMDL reduction goals more cost-effectively than otherwise possible. This component of the plan is fully in accordance with Virginia Code §62.1-44.19:21 (TN and TP) and §62.1-44.19:21.1 (TSS).

ACTION - 2

Approval of a Resolution to Authorize the Extension of Time to Issue General Obligation Bonds

ISSUE:

Board approval of a resolution requesting the Circuit Court to order an extension of time for issuance of County General Obligation Bonds.

RECOMMENDATION:

The County Executive recommends Board approval of the enclosed resolution requesting the Circuit Court to order a two-year extension of the period for issuance of County bonds authorized on November 6, 2012, from eight years to ten years.

TIMING:

Board action is requested on September 29, 2020.

BACKGROUND:

In 1991, the Virginia Code was amended to include a limitation on the authorization time period for local government bonds approved by referendum after 1991. More specifically, Virginia Code Section 15.2-2611 states in pertinent part:

Bonds authorized by a referendum may not be issued by a locality more than eight years after the date of the referendum; however, this eight-year period may, at the request of the governing body of the locality, be extended to up to ten years after the date of the referendum by order of the circuit court of the locality, ... entered before the expiration of the eight-year period. The court shall grant such extension unless the court is shown by clear and convincing evidence that the extension is not in the best interests of the locality.

At the regular election on November 6, 2012, Fairfax County voters approved the issuance of bonds totaling \$25 million for Public Library Facilities. These bonds were provided for renovations at Pohick Regional (\$5 million), John Marshall Community (\$5 million), Tysons Pimmit Regional (\$5 million), and Reston Regional (\$10 million) libraries, which was noted at the time to also be under consideration for possible relocation.

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All work has been completed and bond funds expended at Pohick Regional, John Marshall Community, and Tysons Pimmit Regional Libraries. Currently, \$10.0 million in bonds remain authorized but unissued from the 2012 Library Bond Referendum.

The remaining \$10 million bond funds are proposed to be used in concert with the larger County redevelopment plan referred to as Reston Town Center North where Reston Regional Library is currently located. This proposal calls for the replacement of the library, North County Human Services Center, Embury Rucker Shelter, and creation of community space, open space, and common infrastructure as part of the overall master plan to reconfigure and provide integrated redevelopment of approximately 50 acres currently owned by Fairfax County and Inova.

The \$10 million in bond funds will be used on expenses related to the construction of the Reston Regional Library. The plan addresses the development potential consistent with the needs of the community and in conformance with the Comprehensive Plan Amendment approved in February 2014. Options for procurement and development concepts for the proposed County development parcels within the plan layout for public facilities, including the library location, continue to be reviewed. The schedule for regulatory actions is being coordinated with the ongoing Reston Comprehensive Plan Amendment currently underway and anticipated to be completed in fall 2021.

In addition to the \$10 million in bond funds, additional funding of approximately \$29.5 million will be required to support the library replacement, community space, and the County share of the library-related infrastructure development and Comprehensive Real Estate and Infrastructure Development Agreement with Inova. This Agreement will provide for the real estate exchange to facilitate the design and construction of the redevelopment. Future Economic Development Authority bond financing is anticipated to fund the remaining \$29.5 million required to implement this plan.

The wording of the 2012 library bond provided broad flexibility for improvements to County library facilities. If procurement and development concepts for Reston Town Center North are not completed within the two-year extension period, the remaining \$10 million in bond funds can be utilized toward the County library facilities included as part of the \$90 million Library bond referendum in November 2020. Funding needs for the Reston Regional Library could then be earmarked from the 2020 bond referendum pending voter approval.

FISCAL IMPACT:

Staff recommends selling the remaining \$10 million library bond balance as part of the County's anticipated General Obligation bond sales in January 2021 and January 2022. The corresponding debt service costs have been incorporated into the County's long-

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term debt ratio projections and are referenced in the FY 2021 – FY 2025 Adopted Capital Improvement Program (With Future Fiscal Years to FY 2030).

ENCLOSED DOCUMENT:

Attachment 1: Extension Resolution

STAFF:

Rachel Flynn, Deputy County Executive

Joseph Mondoro, Chief Financial Officer

Jessica Hudson, Director, Fairfax County Public Library

Randy Bartlett, Director, Department of Public Works and Environmental Services (DPWES)

Carey Needham, Director, Building Design and Construction Division, DPWES

Christina Jackson, Director, Department of Management and Budget

Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

1 At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the  
2 Board Room in the Fairfax County Government Center at Fairfax, Virginia, on September 29,  
3 2020, at which meeting a quorum was present and voting, the following resolution was adopted:  
4

5 **A RESOLUTION REQUESTING THE CIRCUIT COURT OF**  
6 **FAIRFAX COUNTY, VIRGINIA, TO ORDER AN**  
7 **EXTENSION FOR ISSUANCE OF THE COUNTY'S**  
8 **LIBRARIES BONDS, AUTHORIZED AT REFERENDUM**  
9 **ON NOVEMBER 6, 2012, FROM EIGHT YEARS TO TEN**  
10 **YEARS FROM THE DATE OF SUCH REFERENDUM**  
11 **AUTHORIZING THE BONDS**  
12

13 WHEREAS, the Board of Supervisors of Fairfax County, Virginia passed a resolution  
14 dated May 22, 2012, requesting the Circuit Court of Fairfax County, Virginia, to order an  
15 election on the question of contracting a debt, borrowing money and issuing bonds of Fairfax  
16 County, Virginia, in addition to the public library facilities bonds previously authorized, in the  
17 maximum aggregate principal amount of \$25,000,000 for the purpose of providing funds, with  
18 any other available funds, to finance the cost of additional public library facilities, the  
19 reconstruction, enlargement and equipment of existing library facilities and the acquisition of  
20 necessary land; and  
21

22 WHEREAS, such resolution was duly filed with the Circuit Court of Fairfax County,  
23 Virginia pursuant to the provisions of the Public Finance Act of 1991, Chapter 26, Title 15.2,  
24 Code of Virginia, 1950, as amended; and  
25

26 WHEREAS, on June 8, 2012, the Circuit Court of Fairfax County, Virginia, entered an  
27 order requiring the regular election officers of Fairfax County, Virginia, to open the polls on  
28 November 6, 2012, at all the voting places in the County to take the sense of the qualified voters  
29 of Fairfax County, Virginia, on the question whether the Board of Supervisors would be  
30 authorized to issue bonds in the maximum aggregate principal amount of \$25,000,000 to provide  
31 funds for public library facilities improvements; and  
32

33 WHEREAS, on November 6, 2012, the referendum was conducted in accordance with  
34 the order of the Court, and on November 11, 2012, the Fairfax County Electoral Board certified  
35 that 348,957 votes were counted for the question, and 148,680 votes were counted against the  
36 question; and  
37

38 WHEREAS, pursuant to Virginia Code § 15.2-2611, bonds authorized by a referendum  
39 may not be issued by a locality more than eight years after the date of the referendum; however  
40 by order of the circuit court, the eight-year period may, at the request of the governing body of  
41 the locality, be extended to up to ten years after the date of the referendum, which extension shall  
42 be granted unless clear and convincing evidence is provided showing that such extension is not  
43 in the best interests of the locality; and  
44

45 WHEREAS, the Public Library Bonds issued to date provided funds for work that has  
46 been completed at Pohick Regional, John Marshall Community, and Tysons Pimmit Regional

libraries, the work at Reston Regional Library has not yet begun for various reasons. A primary reason for the delay is that the remaining \$10 million bond funds are proposed to be used in concert with the larger County redevelopment plan referred to as Reston Town Center North where Reston Regional Library is currently located. This proposal calls for the replacement of the library, North County Human Services Center, Embry Rucker Shelter, and creation of community space, open space, and common infrastructure as part of the overall master plan to reconfigure and provide integrated redevelopment of approximately 50 acres currently owned by Fairfax County and Inova. The \$10 million in bond funds will be used on expenses related to the construction of the Reston Regional Library. The plan addresses the development potential consistent with the needs of the community and in conformance with the Comprehensive Plan Amendment approved in February 2014; and

WHEREAS, the schedule for regulatory actions is being coordinated with the ongoing Reston Comprehensive Plan Amendment currently underway and anticipated to be completed in fall, 2021; and

WHEREAS, these actions have preserved flexibility for implementing the Reston Town Center North redevelopment plan; and

WHEREAS, an extension from eight to ten years is necessary to issue the \$10,000,000 authorized but unissued balance of the Public Library Bonds, and such extension is in the best interests of the County to provide support for the above-referenced project; and

WHEREAS, if procurement and development concepts for Reston Town Center North are not completed within the two-year extension period, the remaining \$10 million in bond funds can be utilized toward the County library facilities included as part of the \$90 million Library bond referendum in November 2020. Funding needs for the Reston Regional Library could then be earmarked from the 2020 bond referendum pending voter approval; and

WHEREAS, to finance continuing public library priorities, the County expects to apply the remaining authorized but unissued balance of the Public Library Bonds for the purpose of providing funds, in addition to the public library facilities bonds previously authorized and any other available funds, to finance the cost of additional public library facilities, the reconstruction, enlargement and equipment of existing library facilities and the acquisition of necessary land; now, therefore,

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

Section 1. For the reasons stated above, the Fairfax County Board of Supervisors hereby requests the Circuit Court of Fairfax County to enter an order to extend for a period of two years the time within which the remaining authorized but unissued Public Library Bonds may be issued.

Section 2. The Board hereby directs the County Attorney to present a petition to the Circuit Court setting forth this request.



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A copy teste.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

ACTION - 3

Approval of Intergovernmental Collaboration Agreement with the Metropolitan Washington Council of Governments and Other Local Jurisdictions in the DC-VA-MD Region to Collaborate on a Regional Analysis of Impediments to Fair Housing

ISSUE:

Approval from the Board of Supervisors (the Board) of the attached form Intergovernmental Collaboration Agreement for The 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing (ICA), with the Metropolitan Washington Council of Governments (COG) and other local jurisdictions in the Washington, D.C. – Virginia – Maryland region. The other jurisdictions are the District of Columbia, Arlington County, Loudoun County, Prince William County, the City of Alexandria, and Montgomery County (MD). The Fairfax County Redevelopment and Housing Authority will also be a party to the document, as will the District of Columbia Housing Authority, Alexandria Housing and Redevelopment Authority, Housing Opportunities Commission (Montgomery County), and Rockville Housing Enterprises (MD).

RECOMMENDATION:

The County Executive recommends that the Board approve the form of the ICA and authorize the County Executive to sign the ICA and, as described below, such extensions of the term of the ICA as may be necessary.

TIMING:

Immediate. Board action is requested on September 29, 2020 to allow COG to cause the consultant to commence work on the Regional AI in time to meet a spring 2022 delivery date.

BACKGROUND:

*Requirement to Affirmatively Further Fair Housing* – The U.S. Department of Housing and Urban Development (HUD) generally requires grantees of federal housing funds to certify, among other things, that they will “affirmatively further fair housing”, often shortened to “AFFH”. Generally, this phrase is understood to refer to the need to go beyond merely prohibiting acts of discrimination and to require affirmative steps toward ending discrimination in housing. The phrase, however, is not defined by statute, and

until 1994 it was largely left to individual jurisdictions to determine how they would AFFH.

In 1994, HUD issued regulations requiring grantees to regularly conduct an “analysis of impediments to fair housing” within their jurisdiction – or an “AI” for short – to satisfy their AFFH obligations. The AI required jurisdictions to actually analyze what barriers to fair housing might exist in their areas and to develop strategies for addressing barriers that were identified. HUD also encouraged, but did not require, jurisdictions to have the AI performed by a third-party contractor, as opposed to jurisdiction staff, and to join with other neighboring jurisdictions to produce “regional” AIs. The Board had AIs performed by outside consultants most recently in 2017 and 2011.

In 2015, HUD issued a new AFFH rule that replaced the AI with a new deliverable, the “Assessment of Fair Housing” or “AFH”. The AFH was to be a more significant undertaking, utilizing jurisdiction-specific data to be provided by HUD. The 2015 regulation also broadened the scope of the analysis, specifically directing jurisdictions to look at the potential impacts of their zoning and land use laws on fair housing and at potential disparities in access to both jobs and various public resources, such as transit, schools, and parks. The 2015 rule did not immediately require jurisdictions to produce an AFH, but rather provided for a phased-in approach.

In 2018, HUD suspended the AFH, instructing jurisdictions that had yet to submit an AFH to refrain from doing so. Under the 2015 AFFH rule and HUD’s 2018 guidance, such jurisdictions reverted back to the 1994 AI regulatory structure, pending further action from HUD.

In July 2020, HUD announced a new AFFH rule that repeals both the 2015 AFH rule and the 1994 AI rule. HUD grantees are no longer required to produce an AFH or an AI, and HUD will deem a jurisdiction’s AFFH certification as sufficient if it takes “any action ... rationally related to promoting fair housing.”

*Recent AFFH History with COG* – To date, the Board has not participated in a regional AI. As the Board’s previous AI process was concluding in 2017, local government members of COG, together with a number of area public housing authorities (PHAs), began discussions on how to collaborate on a new, region-wide analysis of fair housing to address the aim of the AFFH obligation to end discrimination and segregation in our communities. Originally, the intent of this group was to pursue a regional AFH, in accordance with the then-current regulation.

When HUD suspended the AFH rule in 2018 as noted above, this COG working group continued to pursue a regional effort to combat local and regional challenges to fair housing. This summer, when HUD repealed the AFH and AI rules, the group again

reaffirmed its commitment to producing a joint analysis to address impediments to fair housing on a regional basis. Notwithstanding the 2020 AFFH rule, HUD's Office of Fair Housing and Equal Opportunity strongly encouraged Fairfax County and other area jurisdictions to continue the collaboration, stressing the importance of this work to improving housing equity and creating truly inclusive communities. Further, continuing this fair housing analysis aligns with the County's One Fairfax policy and may also be useful in informing both annual updates to the County's Consolidated Plan as well as general County community investment decisions over the coming years.

*Structure of Agreement* – The Board, COG, and a number of other area jurisdictions and public housing authorities are all parties to the ICA. The agreement requires COG to procure a consultant to perform the regional analysis of impediments (Regional AI) and to administer the consultant contract, with input from the constituent jurisdictions and PHAs. In turn, each jurisdiction is responsible for a portion of the consultant contract costs; the Board's contribution is \$95,000. In order to ensure that each jurisdiction fully funds its share of the costs, each jurisdiction is providing its full contribution to COG up front.

COG has already solicited proposals for this work and, subject to all jurisdictions and PHAs approving the ICA and funding their respective shares of the costs, is prepared to enter into a consultant contract with The Lawyers Committee for Civil Rights Under Law (LCCRUL). (LCCRUL would be the lead contractor, but they have partnered with Urban Institute for data collection and Ochoa Urban Collective for community engagement.)

The ultimate deliverable would be a regional analysis of impediments to fair housing (regional AI) that would include both local analysis of each constituent jurisdiction (including local goals and strategies to further fair housing) as well as shared regional strategies to strengthen local actions. The consultant, together with the parties to the ICA, would examine data for patterns of bias and segregation, engage communities and those impacted by fair housing choice, and develop recommendations for steps to address past patterns of residential segregation regionwide.

The regional AI is anticipated to be completed by March 2022. Once the consultant considers the regional AI to be final, each jurisdiction and PHA will act to approve the regional AI, and the jurisdictions and PHAs that do so will coordinate on the joint submission of the regional AI to HUD.

Lastly, the District of Columbia requires that the ICA be structured as having a term expiring on August 1, 2021, but to be extended in yearly increments by those parties who affirmatively act to renew the agreement. Accordingly, Board authority is also requested in this item to give the County Executive the authority to execute such a

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renewal on or before August 1, 2021, and for any subsequent renewals that may be required.

FISCAL IMPACT:

The Board would be required to pay \$95,000 toward the costs of the Consultant in producing the Regional AI. Funding of \$50,000 will come from Fund 50800, Community Development Block Grant; \$25,000 will come from Fund 50810, HOME Investment Partnerships Program; and \$20,000 will come from the Housing General, Fund 10001.

ENCLOSED DOCUMENTS:

Attachment 1 – Form of Intergovernmental Collaboration Agreement for The 2021-2025 Metropolitan Washington Regional Analysis of Impediments to Fair Housing

STAFF:

Joseph M. Mondoro, Chief Financial Officer  
Kenneth L. Saunders, Director, Office of Human Rights and Equity Programs  
Thomas E. Fleetwood, Director, Department of Housing and Community Development  
Lee Ann Pender, Deputy Director, Department of Procurement and Material Management

ASSIGNED COUNSEL:

Ryan Wolf, Assistant County Attorney

**INTERGOVERNMENTAL COLLABORATION AGREEMENT**

**AMONG**

District of Columbia  
District of Columbia Housing Authority  
City of Alexandria, VA  
Alexandria Housing and Redevelopment Authority, VA  
Arlington County, VA  
Fairfax County, VA  
Fairfax County Redevelopment and Housing Authority  
Loudoun County, VA  
Montgomery County, MD  
Housing Opportunities Commission, MD  
Prince William County, VA,  
Rockville Housing Enterprises, MD and  
Metropolitan Washington Council of Governments

**FOR**

**THE 2021-2025 METROPOLITAN WASHINGTON REGIONAL ANALYSIS OF  
IMPEDIMENTS TO FAIR HOUSING**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2020 by and among the following Participating Jurisdictions (PJs) and Public Housing Authorities (PHAs) and the Metropolitan Washington Council of Governments:

District of Columbia  
District of Columbia Housing Authority  
City of Alexandria, VA  
Alexandria Redevelopment and Housing Authority  
Arlington County, VA  
Fairfax County, VA  
Fairfax County Redevelopment and Housing Authority  
Loudoun County, VA  
Montgomery County, MD  
Housing Opportunities Commission, MD  
Prince William County, VA, and  
Rockville Housing Enterprises, MD  
Metropolitan Washington Council of Governments

WHEREAS, The District of Columbia (DC) is a consolidated plan PJ with a program year start date of November 1. DC's next 5-year consolidated plan cycle will begin in 2021.

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WHEREAS, The District of Columbia Housing Authority (DCHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, The City of Alexandria, VA is a consolidated plan PJ with a program year start date of July 1. The City of Alexandria’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Alexandria Housing and Redevelopment Authority (ARHA) is a PHA with a PHA Plan start date of [REDACTED]. ARHA’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Arlington County, VA is a consolidated plan PJ with a program year start date of July 1. Arlington County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Fairfax County, VA is a consolidated plan PJ with a program year start date of July 1. Fairfax County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Fairfax County Redevelopment and Housing Authority (FCRHA) is a PHA that has received the “Moving to Work” designation from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, Loudoun County, VA is a consolidated plan PJ with a program year start date of July 1. Loudoun County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Montgomery County, MD is a consolidated plan PJ with a program year start date of July 1. Montgomery County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, The Housing Opportunities Commission of Montgomery County, MD (HOC) is a PHA with a PHA Plan start date of [REDACTED]. HOC’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, Prince William County, VA is a consolidated plan PJ with a program year start date of July 1. Prince William County’s next 5-year consolidated plan cycle will begin in 2021.

WHEREAS, Rockville Housing Enterprises (RHE) is a PHA with a PHA Plan start date of [REDACTED]. RHE’s next 5-year PHA plan cycle will begin in 2021.

WHEREAS, starting in 2017 through July 2020, the PJs and PHAs discussed collaborating on a regional fair housing study; initially, the discussion concerned a regional Assessment of Fair Housing (AFH), as was required under the 2015 Affirmatively Furthering Fair Housing Rule (2015 Rule), and then, after HUD suspended the AFH requirement of the 2015 Rule in 2018, on a regional Analysis of Impediments to Fair Housing Choice (AI), pursuant to other provisions of the 2015 Rule.

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WHEREAS, in July 2020, HUD released the “Preserving Community and Neighborhood Choice” document, which repeals the 2015 Rule and the statutory obligation to affirmatively further fair housing and removes the requirement for an AFH or an AI.

WHEREAS, the PJs and PHAs remain committed to fair housing and to affirmatively furthering fair housing and wish to continue to collaborate on a regional AI (Regional AI).

WHEREAS, the PJs and PHAs wish to work with the Metropolitan Washington Council of Governments (COG) to produce a Regional AI.

NOW, THEREFORE, it is agreed among the above listed PJs and PHAs and COG that they wish to collaborate on a Regional AI using the following guidelines:

#### ROLES/RESPONSIBILITIES OF COG

COG, with the assistance of the PJs and PHAs, has procured a consultant (Consultant) that will facilitate and produce the Regional AI. COG will administer the contract with the Consultant and will have the Consultant produce the final Regional AI by March 1, 2022. COG will pay all funds received from PJs and/or PHAs pursuant to this Agreement to the Consultant in accordance with the milestones outlined in COG’s contract with the Consultant. COG shall ensure that the PJs and PHAs have reasonable opportunities for dialogue with the Consultant and for comment on drafts of the Regional AI.

#### ROLES/RESPONSIBILITIES OF PARTICIPATING JURISDICTIONS CONCERNING THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

1. The PJs and PHAs will collaborate with COG and the Consultant to complete the Regional AI and will work cooperatively and use best efforts to reach a mutually acceptable Regional AI for submission to the U.S. Department of Housing and Urban Development (HUD). The financial responsibilities of the PJs are as set forth in the table in Section 4, below.

2. PJs and PHAs will in good faith discuss the findings and recommendations of the Regional AI. No PJ or PHA will be asked to address an impediment that applies solely to another entity. PJs and PHAs will be responsible for evaluating any applicable analysis and any applicable joint goals and priorities included in the submitted Regional AI. PJs and PHAs will also be responsible for evaluating their individual analysis, goals and priorities to be included in the submitted Regional AI.

3. Within 15 business days of the date of this Agreement (Payment Date), each PJ will pay the amount provided in Section 4, below, to COG for the Regional AI, subject to each PJ’s appropriations and budget process. Following the execution of this Agreement, the PJs will receive an invoice from COG’s accounting department for their financial obligations under Section 4, below.

COG will not spend any of the contributions or issue a notice to proceed to the Consultant until COG has received all of the contributions specified in Section 4, below. On the Payment Date, COG will notify all the PJs and PHAs as to the amounts it has received.



If any PJ fails to make its required contribution by the Payment Date, the PJs and COG will discuss how to proceed. In such event, any PJ can opt out and shall receive a refund for its contribution until the earlier of the dates when either COG has received all of the contributions specified below or the date on which the PJs and COG agree in writing on how to proceed.

4. PJs agree to pay invoices according to their own internal financial policies. Cost of the Regional AI will be divided up among each PJ as shown below (Financial Obligation).

Assessment geography	
City of Alexandria, VA	\$52,600
ARHA, VA	\$0
Arlington County, VA	\$20,000
District of Columbia	\$95,000
DCHA	\$0
Fairfax County and FCRHA, VA	\$95,000
Loudoun County, VA	\$60,000
Montgomery County, MD	\$95,000
HOC, MD	\$0
Prince William County, VA	\$62,000
RHE, MD	\$0
TOTAL	\$479,600

Consultant Contract	\$	466,995
COG Fee	\$	12,605

#### SPECIAL CONDITIONS

1. Once the Consultant has produced the final Regional AI, then each PJ and PHA may take such steps as it deems necessary to accept, endorse, and/or approve the Regional AI as may be applicable. The PJs and PHAs that accept, endorse, and/or approve the Regional AI will coordinate the joint submission of the Regional AI to HUD.
2. This Agreement may not be assigned without prior written approval of the PJs and PHAs.
3. If any party (other than COG) does not fulfill its obligations under this Agreement or violates any provision of this Agreement, and does not cure such failure or violation within thirty (30) calendar days of written notice from any other party (with copies to all other parties), the sole remedy of the party(ies) not in default is to terminate this Agreement with the defaulting party, by giving the defaulting party written notice of termination.

If COG does not fulfill its obligations under this Agreement or violates any provision of this Agreement, and does not cure such failure or violation within thirty (30) calendar days of

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written notice from any other party (with copies to all other parties), then (1) if the PJs and PHAs, within 30 days after the end of COG's cure period, all mutually agree on a PJ or PHA to assume the Consultant contract, then (A) COG will assign the consultant contract to such PJ or PHA and pay over any remaining unspent funds from the PJs and PHAs to such new lead PJ or PHA, or (2) if the PJs and PHAs do not all timely agree on a PJ or PHA to assume the Consultant contract, then this Agreement will terminate, and COG will return any unspent PJ/PHA funds to the PJs and PHAs in the proportion of their initial contributions.

#### WITHDRAWAL

Any PJ or PHA may withdraw from this Agreement with 30 days' advanced notice to the other participants.

The withdrawing PJ or PHA must promptly notify the other PJs and PHAs and COG of its withdrawal from this Agreement.

The withdrawing PJ or PHA will not receive a return of its contribution unless: (a) the Consultant Contract can be modified to reflect revised financial obligations; and (b) COG and all other PJs and PHAs agree.

#### ADDITIONAL LIMITATIONS – DISTRICT OF COLUMBIA

1. The Parties acknowledge and agree that there are certain limitations on the participation of the District of Columbia with regard to this Agreement and incorporate the following provisions into this Agreement to address those requirements.

(a) Notwithstanding anything to the contrary herein, the following provisions shall apply to the obligations of the District of Columbia:

i. Anti-Deficiency Requirements. – The District of Columbia's obligations under this Agreement are subject to the following:

ii. Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46, the District cannot obligate itself to any financial commitment in any present or future year unless the necessary funds to pay that commitment have been lawfully appropriated and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Agreement creates an obligation of the District in anticipation of an appropriation for such purpose, and the District's legal liability for the payment of any amount under this Agreement does not and may not arise or obtain in advance of the lawful availability of lawfully appropriated funds for the applicable fiscal year.

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iii. During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the appropriate budget application submitted to the Council of the District of Columbia the amount necessary to fund the District's known potential financial obligations under this Agreement for such fiscal period. In addition, in the event that the District proposes to issue bonds or notes to fund its obligations subject to this Agreement, the Mayor of the District of Columbia or other appropriate official, and if any payments under this Agreement have not been made, the Mayor shall include in a budget application submitted to the Council of the District of Columbia the amount necessary to fund the District's known unpaid amounts. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress by the President for the applicable fiscal year or if no lawful appropriation is made to pay any amount under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District will not be liable to make any payment under this Agreement upon the expiration of any then-existing appropriation.

iv. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the District under this Agreement.

v. This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District of Columbia Official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been lawfully appropriated and is lawfully available.

IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. OFFICIAL CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THIS AGREEMENT UNLESS SUCH AMOUNT HAS BEEN LAWFULLY APPROVED AND APPROPRIATED.

#### SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

#### NOTICE

Any notices or communications required or permitted to be given under this Agreement shall be in writing and delivered by certified mail or overnight courier. Any notice or communication shall be deemed received three (3) days after mailing by certified mail or one

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(1) working day after delivery by an overnight courier. An attachment is included with this Agreement containing the Parties mailing addresses.

#### SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### TERM

The term of this Agreement shall be from the effective date above until August 1, 2021. In no event shall the first term of this Agreement be more than 12 months. This Agreement may be renewed via one (1) year renewal periods until the Regional AI is completed. Renewal periods are not automatic and must be approved by the appropriate governing bodies.

If any PJ or PHA elects to not renew this Agreement, it will be entitled to receive the final Regional AI as a final deliverable, and its financial contribution to the Regional AI will be considered a non-refundable payment in full.

#### WAIVER

A PJ's or PHA's failure to act with respect to a breach by another PJ or PHA does not waive its right to act with respect to subsequent or similar breaches. The failure of the PJ or PHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision, including outstanding payment and deliverable obligations.

#### ENTIRE AGREEMENT

This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the PJs and PHAs with respect to this Agreement. Any amendment to this Agreement must be submitted to and approved by all PJs and PHAs, as well as COG.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective as of the date first written above.

For District of Columbia

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

Approved as to Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

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For District of Columbia Housing Authority

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For City of Alexandria, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Alexandria Housing and Redevelopment Authority

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Arlington County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Fairfax County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Fairfax County Redevelopment and Housing Authority, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Loudoun County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Montgomery County, MD

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Housing Opportunities Commission of Montgomery County

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Prince William County, VA

Signature	Type or Print Name of Authorized Representative	Date
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Approved as to Form

Signature	Type or Print Name of Authorized Representative	Date
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For Rockville Housing Enterprises

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Metropolitan Washington Council of Governments

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Approved as to Form

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # \_\_\_\_\_

ACTION - 4

Approval of a Project Agreement Between the Department of Rail and Public Transportation (DRPT) and Fairfax County to Provide Funding for Supplemental Bus Service Operations and Community Outreach Provided to Mitigate Impacts Resulting from the Washington Metropolitan Area Transit Authority ("WMATA") Shutdown of the Orange and Silver Lines West of the Ballston Metrorail Station Starting on May 23, 2020 (Braddock, Providence, Springfield, and Sully Districts)

ISSUE:

Approval for the Director of the Department of Transportation to sign a Project Agreement with DRPT to reimburse a portion of the County's costs incurred as a result of providing customer service and fare card loading services to Fairfax County residents at Vienna and Dunn Loring Metrorail Station entrances between May 23, 2020, through September 7, 2020.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign the Project Agreement with DRPT in substantially the form of Attachment 1.

TIMING:

Board action is requested on September 29, 2020, so DRPT can reimburse the County for expenses associated with this project before the Project Expiration Date of December 31, 2020.

BACKGROUND:

On December 11, 2019, WMATA announced the temporary closure of three Orange Line Metrorail stations west of Ballston Station during Summer 2020. This temporary closure is part of a large construction project to rebuild 20 outdoor station platforms. The Summer 2020 shutdown was originally planned to impact four stations: Vienna, Dunn Loring and East Falls Church. Access to West Falls Church Station would be restricted but was going to remain open during the project because, it is equipped with three tracks and two platforms that can be reconstructed, one at a time. The West Fall Church Station was supposed to be the western terminus of the Orange Line during the summer months.



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On April 23, 2020, with the onset of COVID-19, Metro announced plans to combine this summer's platform reconstruction work with a separate project on all five Silver Line Metrorail stations, including West Falls Church, to work on connecting the existing Metrorail system to the Phase II of the Silver Line, which is being constructed by the Metropolitan Washington Airports Authority (MWAA). In total, nine Metrorail stations were impacted.

Under this agreement, Fairfax County has been authorized for up to \$700,000 in expenses, with 80 percent of expenses covered by state funds and the remaining 20 percent covered by a local match. The funds will be received as reimbursement based on actual expenditures incurred. Due to the impact of the COVID-19 pandemic on service and ridership in the corridors where the shutdown occurred, the County's eligible expenses were only \$58,212.

FISCAL IMPACT:

By signing this agreement, the County will be reimbursed \$58,212 for WMATA shutdown-related services provided, including the mobile Connector Store at the Vienna and Dunn Loring Metrorail Station entrances, which operated from May 23, 2020, through September 7, 2020. The expenses for these shutdown-related services are reflected in Fund 40000, County Transit Systems.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Agreement for Grant # 71320-13: Operating Cost of Bus Service to Supplement the County's Normal Service Level and Community Outreach to Mitigate Any Impacts Resulting from the Washington Metropolitan Area Transit Authority ("WMATA") Shutdown of Stations and Service Along the Metrorail System's Orange and Silver Lines West of the Ballston Metrorail Station starting on May 23, 2020

STAFF:

Rachel Flynn, Deputy County Executive  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT  
Noelle Dominguez, FCDOT, Chief Coordination Section, FCDOT  
Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

**Project Agreement for Use of  
Commonwealth Transportation Funds  
Fiscal Year 2020  
Six Year Improvement Program Approved Project  
Grant Number 71320-13**

This Project Agreement (“Agreement”), effective March 1, 2020, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding to provide operating costs of bus service to supplement the Grantee’s normal service level and community outreach to mitigate any impacts resulting from the Washington Metropolitan Area Transit Authority (“WMATA”) shutdown of stations and service along the Metrorail system’s Orange and Silver Lines west of the Ballston Metrorail station starting on May 23, 2020 (“Project”).

WHEREAS, WMATA plans to reconstruct Metrorail station platforms and perform other station improvements along the Orange and Silver Lines west of the Ballston Metrorail station (“2020 Platform Improvement Program”); and

WHEREAS, the 2020 Platform Improvement Program necessitates the closure of four Orange Line and five Silver Line Metrorail stations, and related suspension of service from May 23, 2020 through the fall of 2020 (“Metrorail Shutdown”); and

WHEREAS, on June 19, 2019, the Commonwealth Transportation Board (“CTB”) allocated funding needed to address the Metrorail Shutdown and added the funding to the Fiscal Year 2020 Six Year Improvement Program; and

WHEREAS, on March 17, 2020, the CTB approved a series of transportation mitigation strategies to be implemented in response to the Metrorail Shutdown, including the Project which is intended to provide mobility support and community outreach about alternative transit options during the Metrorail Shutdown; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET**

1. Under the terms of this Agreement, the Grantee shall:
  - a. Provide supplemental bus service through the Fairfax Connector starting May 23, 2020. Such supplemental service shall be above and beyond the Grantee’s normal service level in order to mitigate any impacts resulting from the 2020 Platform Improvement Program and resulting Metrorail Shutdown. The Grantee shall provide supplemental bus service as follows:

- i. Add a new Fairfax Connector Route 697 (Stringfellow Road Park & Ride to DC), providing 10 morning and afternoon trips, with the service start date to be determined by Fairfax County.
    - ii. Provide supplemental transit service on Fairfax Connector Route 699 (Fairfax County Government Center to DC) with three additional morning and afternoon trips during summer, with the service start date to be determined by Fairfax County.
  - b. Provide outreach to inform the community of alternative transportation options using the following strategies:
    - i. Implement public outreach and educational activities.
    - ii. Use marketing and advertising to promote alternative local mitigation strategies and Fairfax Connector services.
    - iii. Further vanpooling and carpooling.
    - iv. Encourage the use of underutilized commuter parking lots with available transit service.
    - v. Promote Express Lanes and Smart Benefits programs.
2. The Department agrees to provide funding as detailed below:
  - a. State grant funding in the amount of \$560,008 for the Project approved for the Fiscal Year 2020 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly of Virginia and allocation by the CTB.

## **ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS**

The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

*This space intentionally left blank*

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: \_\_\_\_\_  
Director

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Appendix 1

**Grantee: Fairfax County**

**Project: Bus Service to Supplement the Grantee's Normal Service Level and  
Community Outreach to Mitigate Impacts Resulting from the WMATA Shutdown of  
Stations and Service along the Metrorail System's Orange and Silver Lines West of the  
Ballston Metrorail Station Starting on May 23, 2020**

### Technical Assistance Program Project Agreement

**Project Number: 71320-13**

**Project Start Date: March 1, 2020**

**Project Expiration Date: December 31, 2020**

<b>Fund Code</b>		<b>Item Amount</b>
477	Grant Amount (State share of Project cost - 80%)	\$560,008
1400	Local expense (share of Project cost - 20%)	\$140,002
	Total Project Expense	\$700,010

In no event shall this grant exceed \$560,008.

ACTION - 5

Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for Intersection Improvements at Fox Mill Road and Pinecrest Road (Hunter Mill District)

ISSUE:

Board of Supervisors' approval and authorization for the Director of the Fairfax County Department of Transportation (FCDOT) to execute a Project Administration Agreement (PAA), substantially in the form of Attachment 2, for the implementation of improvements at the intersection of Fox Mill Road and Pinecrest Road.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1), authorizing the Director of FCDOT to execute a PAA with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 2, for the development of the project.

TIMING:

The Board should act on this item on September 29, 2020, so that VDOT can continue implementation of the project.

BACKGROUND:

The Fox Mill Road and Pinecrest Road intersection is a four-way intersection, with two-way stops controlled on the Pinecrest Road eastbound and westbound approaches. The intersection currently experiences significant delays during peak periods of the day, resulting in unsafe conditions and 38 traffic accidents over the past five years. VDOT has conducted a signal warrant study and determined that a signal is necessary at the intersection. VDOT has installed interim improvements at this location until the proposed improvements have been implemented. The interim improvements include restriping to add a left turn lane, installation of stop sign and yield condition, and the removal of foliage to improve sight distance.

The proposed improvements at the intersection of Fox Mill Road and Pinecrest Road will include the installation of a traffic signal, and construction of left turn lanes at the intersection. VDOT has agreed to administering the preliminary engineering phase for this project, and staff has identified \$900,000 for this purpose. The Board was

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previously notified by memorandum that staff would use \$900,000 in Traffic Signal Program funds for this project, and those funds have been transferred to the Traffic Signal Program from Fund 40010 (construction reserve). FCDOT and VDOT are exploring strategies to use state resources to share the cost of the right-of-way acquisition and construction phases of the project. Should state resources be identified, staff will return to the Board with a revised version of the agreement. The total project estimate will likely be revised once the design phase has reached 30 percent.

FISCAL IMPACT:

The current total project estimate is \$5,700,000. The County has identified funding in the amount of \$900,000 to perform preliminary engineering for the project. These funds are available in Fund 40010, County and Regional Transportation Projects, in Project 2G40-001-000, Construction Reserve. The County may be responsible for funding the remaining \$4,800,000 for the right-of-way and construction phases of this project. However, VDOT and the County will continue to identify available sources of funding to fund the subsequent project phases. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute a Project Administration Agreement with the Virginia Department of Transportation

Attachment 2: Project Administration Agreement for Fox Mill at Pinecrest Intersection Improvements (including Related Appendices)

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

Vanessa Holt, Engineer IV, Traffic Engineering Section, FCDOT

Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT

Ray Johnson, Chief, Funding Section, CFD, FCDOT

Christina Farrar, Transportation Planner, CFD, FCDOT

Lisa Witt, Acting Chief, Administration Section, FCDOT

Joe LaHait, Debt Coordinator, Department of Management and Budget

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

## Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, September 29, 2020, at which meeting a quorum was present and voting, the following resolution was adopted:

### AGREEMENT EXECUTION RESOLUTION

#### A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA

#### AS AN ENDORSEMENT OF THE Fox Mill at Pinecrest Intersection Improvements PROJECT

**WHEREAS**, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

**NOW, THEREFORE, BE IT RESOLVED**, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of the Fox Mill at Pinecrest Intersection Improvements project (VDOT project # 0665-029-428 , UPC T21807) (“Project”).

**BE IT FURTHER RESOLVED**, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreements (“PAA”, attached) and associated financial documents (Appendix A and B), executed pursuant to this Resolution.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County’s Department of Transportation to execute, on behalf of the County of Fairfax, the PAA with the Virginia Department of Transportation for the implementation of the Project to be administered by Fairfax County.

Adopted this 29<sup>th</sup> day of September 2020, Fairfax, Virginia

ATTEST \_\_\_\_\_

Jill G. Cooper  
Clerk for the Board of Supervisors



**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY  
PROJECT NUMBER 0665-029-428 **UPC T21807**

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 2020, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter  
referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
  4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
  5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
  2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF FAIRFAX, VIRGINIA:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name of Signatory Date

\_\_\_\_\_  
Signature of Witness Date

NOTE: The official signing for the COUNTY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy  
Commonwealth of Virginia  
Department of Transportation Date

\_\_\_\_\_  
Signature of Witness Date

Attachments: Appendix A (**UPC T21807**)  
Appendix B (**UPC T21807**)



## VDOT Administered, Locally Funded Appendix A

Date: **DRAFT**

Project Number: 0665-029-428	UPC: [REDACTED]	CFDA# N/A	Locality: Fairfax County
Project Location ZIP+4: 20191-2552	Locality DUNS #074837626	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033	
<b>Work Description:</b> Install new traffic signals and construct left-turn lanes on northbound and southbound Fox Mill Road (Route 665) at Pinecrest Road. <b>From:</b> 0.09 mi north of intersection with Pinecrest Rd. <b>To:</b> 0.12 mi south of intersection with Pinecrest Rd.			
Locality Project Manager Contact info:		Gibran Abifadel 703-877-5600 gibran.abifadel@fairfaxcounty.gov	
Department Project Manager Contact Info:		Tim Hartzell 703-259-2749 timothy.hartzell@vdot.virginia.gov	

Project Estimates		
Phase	Estimated Project Costs	
Preliminary Engineering	\$900,000	
Right of Way & Utilities	\$1,500,000	
Construction	\$3,300,000	
Total Estimated Cost	\$5,700,000	

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$900,000	Local Funds	100%	\$900,000
				\$0
				\$0
Total PE	\$900,000			\$900,000
	\$1,500,000	Local Funds	100%	\$1,500,000
				\$0
				\$0
Total RW	\$1,500,000			\$1,500,000
Construction	\$3,300,000	Local Funds	100%	\$3,300,000
				\$0
				\$0
Total CN	\$3,300,000			\$3,300,000
Total Estimated Cost	\$5,700,000			\$5,700,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$5,700,000
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Project Financing		
Local Funds		Aggregate Allocations
\$5,700,000		\$5,700,000

Payment Schedule			
FY 2022	FY 2023	FY 2025	
\$900,000	\$1,500,000	\$3,300,000	

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$5,700,000</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>VDOT has billed the LOCALITY \$0 for this project as of (insert date).</li> <li>VDOT has received \$0 from the LOCALITY for this project as of (insert date).</li> <li>The LOCALITY shall make payments to VDOT as follows:  \$900,000 by July 30, 2021  \$1,500,000 prior to Right of Way Authorization  \$3,300,000 prior to CN Advertisement (The billing will be adjusted to include the Construction estimate beginning at the award date)</li> </ul>	

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: February 1, 2019

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ACTION - 6

Approval of a Resolution for the Mosaic District Community Development Authority  
Revenue Refunding Bonds Series 2020A and Revenue Refunding Bonds Taxable  
Series 2020A-T (Providence District)

ISSUE:

Board approval of a resolution (Attachment 1) approving the issuance of Mosaic District Community Development Authority (CDA) Revenue Refunding Bonds Series 2020A and Revenue Refunding Bonds Taxable Series 2020A-T

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (the "Board") approve the issuance of the Bonds by adopting the resolution.

TIMING:

Board action is requested on September 29, 2020, to have the bond sale during the week of October 26, 2020.

BACKGROUND:

On October 15, 2007, the Board approved a rezoning of properties (RZ 2005-PR-041) subsequently included in the Mosaic District CDA, a request by the private developer to rezone 31.31 acres of land to the Planned Development Commercial (PDC) and Planned Residential Mix (PRM) Districts in order to develop the portion of Merrifield designated as the town center in the Comprehensive Plan, and now known as the Mosaic District. The site is located south of Lee Highway/Rt. 29, west of Yates Way, east of Eskridge Road and north of the Luther Jackson Middle School. The project was approved for approximately 1,000 dwelling units, a multi-plex theatre, 125,000 square feet of office space, 500,000 square feet of other non-residential uses and a 150-room hotel. Among the public improvements proffered with the development are two parks, the realignment and widening of Eskridge Road, the widening of Lee Highway, improvements to the Lee Highway/Gallows Road intersection and construction of a grid of streets.

The Board adopted an Ordinance that established the Mosaic District CDA on April 27, 2009, which was subsequently amended on April 27, 2010, and again on April 26, 2011. The last amendment included the imposition of a special assessment to be levied on the properties within the District, if such is required to cover debt service on bonds issued

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that were issued for certain infrastructure improvements associated with the Mosaic development. On April 26, 2011, the Board also approved the bond resolution and amendments to the CDA Board's by laws, and endorsed the special assessment report that provided the basis for the allocation of the special assessment among the various parcels within the District, all of which is subject to a Memorandum of Understanding (MOU) between the Board, the CDA Board, and the Developer entities.

In June 2011, the CDA issued \$46,980,000 of revenue bonds, Series 2011A; and, in July 2011, an additional \$18,670,000 of taxable revenue bonds, Series 2011A-T. Proceeds from the 2011 CDA Bonds were used to finance certain public infrastructure improvements within the Mosaic District to support mixed-use development within the District. The 2011 CDA bonds are payable primarily from incremental real estate tax revenues collected by the County in the District and, if necessary, special assessments imposed and collected by the County within the District.

The 2011 CDA bonds are not backed by the full faith and credit of the County, and, at the time they were sold in 2011, they did not have investment grade bond ratings due to the speculative nature of the project and the bond structure, which is very common for new money CDA financings. The timing and market conditions are now advantageous for the CDA to refinance the bonds and it is anticipated that doing so will result in a significant reduction in debt service. County staff, along with the County's Financial Advisor, are currently pursuing an investment grade rating from the bond rating agencies given the significant change that has occurred in the District since 2011. The assessed value for 2007, which is the base year for the Tax Increment Financing (TIF) calculation, was \$38.3 million. For FY 2021, the assessed value for the Mosaic District is \$672.6 million reflecting significant growth and full construction buildout of the district. For FY 2021, TIF revenues are estimated to generate \$7.3 million. Of this amount, \$5.7 million will be required to cover debt service requirements, and the balance of \$1.6 million will be retained in the County's General Fund.

The Mosaic District CDA Board met on September 24, 2020, and approved a resolution to proceed with this bond sale. Per the bond sale schedule of events (Attachment 3), staff is currently planning for a bond sale the week of October 26, 2020 and financial closing to follow in early December 2020. Attachments 4 through 7 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for potential investors. Any material changes will be noted and forwarded to the Board.

FISCAL IMPACT:

Based on market conditions as of August 31, 2020, a refunding bond sale of \$57.2 million is estimated to generate net present value savings of \$18.8 million or 33% of the



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refunding bonds. Debt service payments are programmed in Fund 70040, Mosaic District Community Development Authority. It is expected that annual TIF revenues generated in excess of annual debt service requirements, administrative costs, and deposits to the surplus fund will be retained in the County's General Fund, including additional savings realized from the refunding bond sale. It is also noted that the reduction in debt service accruing from the refinancing will reduce the potential need to collect the special assessment on owners in the District to cover debt service.

ENCLOSED DOCUMENTS:

Attachment 1: County Bond Resolution  
Attachment 2: CDA Bond Resolution  
Attachment 3: Bond Sale Schedule of Events  
Attachment 4: First Supplemental Trust Indenture  
Attachment 5: Preliminary Official Statement

STAFF:

Joseph Mondoro, Chief Financial Officer  
Barbara Byron, Director, Department of Planning and Development  
Christina Jackson, Director, Department of Management and Budget  
Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Emily Smith, Assistant County Attorney

**RESOLUTION APPROVING THE ISSUANCE BY THE MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY OF ITS REVENUE REFUNDING BONDS, SERIES 2020A, AND ITS REVENUE REFUNDING BONDS, TAXABLE SERIES 2020A-T; APPROVING THE FORMS OF A SUPPLEMENTAL TRUST INDENTURE, A PRELIMINARY OFFICIAL STATEMENT AND A CONTINUING DISCLOSURE AGREEMENT FOR SUCH BONDS; DELEGATING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH BONDS AS MAY BE NECESSARY OR APPROPRIATE**

**WHEREAS**, pursuant to the ordinance adopted by the Board of Supervisors of Fairfax County, Virginia (the “Board”), on April 27, 2009, as amended by the ordinance adopted by the Board on April 27, 2010, the Mosaic District Community Development Authority (the “Authority”) was created to provide public improvements (the “Public Improvements”) for the peculiar benefit of the property owners within the geographic boundaries of the Authority’s district (the “Mosaic District”); and

**WHEREAS**, the Board has previously approved the Authority’s issuance of Mosaic District Community Development Authority Revenue Bonds, Series 2011A (the “Series 2011A Bonds”), and the Mosaic District Community Development Authority Revenue Bonds, Taxable Series 2011A-T (the “Series 2011A-T Bonds” and together with the Series 2011A Bonds, the “Series 2011 Bonds”), to finance all or a portion of the costs of the Public Improvements; and

**WHEREAS**, the Series 2011 Bonds were issued and are secured under a trust indenture, dated as of June 1, 2011 (the “Original Trust Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”); and

**WHEREAS**, pursuant to an Amended and Restated Memorandum of Understanding, dated as of June 1, 2011, by and between Fairfax County, Virginia (the “County”), the Authority, Eskridge E&A, LLC (the “Initial Landowner”) and Eskridge Properties (E&A), LLC (the “Developer”) (the “Memorandum of Understanding”), the Series 2011A Bonds are secured by certain tax increment revenues received from the Public Improvements on the property within the Mosaic District and certain special assessments on land within the Mosaic District that are levied with respect to the Series 2011 Bonds (the “Special Assessments”) that are established, apportioned and imposed pursuant to an ordinance approved by the County and the “Rate and Method of Apportionment of Special Assessments” which is attached as an exhibit to the Memorandum of Understanding and as an exhibit to the Special Assessment Agreement and Declaration of Notice of Special Assessments (the “Special Assessment Agreement”) entered into by the Authority, the owners of assessable properties within the Mosaic District and the Trustee; and

**WHEREAS**, pursuant to the Memorandum of Understanding, if the Special Assessments are determined to be legally unenforceable in a final decree by a court of competent jurisdiction the Authority will request that the County levy a special tax on the real property within the Mosaic District in an amount required to replace the revenue to have been generated from the Special Assessments; and

**WHEREAS**, on September 24, 2020, the Authority adopted a resolution (the “Authority Resolution”) authorizing the refunding, subject to favorable financial market conditions, of all or

a portion of the outstanding Series 2011 Bonds (the “Bonds to be Refunded”) to achieve debt service savings; and

**WHEREAS**, the Authority Resolution authorizes the issuance, sale, and delivery of its Revenue Refunding Bonds, Series 2020A (the “Series 2020A Bonds”) and its Revenue Refunding Bonds, Taxable Series 2020A-T (the “Series 2020A-T Bonds” and, collectively with the Series 2020A Bonds, “Series 2020 Bonds”) in an aggregate principal amount not to exceed \$66,500,000 to refund all or a portion of the outstanding Series 2011 Bonds, fund reserves for the Series 2020 Bonds, and pay costs of issuance of the Series 2020 Bonds; and

**WHEREAS**, the County is approving the Authority’s action authorizing the issuance of Bonds to refund all or a portion of the outstanding Series 2011 Bonds, fund reserves for the Series 2020 Bonds, and pay costs of issuance of the Series 2020 Bonds; and

**WHEREAS**, the Board has determined to approve the form of a first supplemental trust indenture (the “First Supplemental Indenture”) between the Authority and the Trustee that will provide for the issuance of and security for the Series 2020 Bonds and amend certain provisions of the Original Trust Indenture; and

**WHEREAS**, there has been presented to the Board a proposed form of the Preliminary Official Statement describing the Series 2020 Bonds and the security therefor, the Authority, the Mosaic District, the Public Improvements and the Bonds to be Refunded (the “Preliminary Official Statement”); and

**WHEREAS**, the Authority will undertake primary responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and make a continuing disclosure undertaking for the Series 2020 Bonds as set forth in the form of the continuing disclosure agreement presented to the Board in Appendix H to the Preliminary Official Statement (the “Continuing Disclosure Agreement”); and

**WHEREAS**, the Board has duly reviewed and considered the forms of the First Supplemental Indenture, the Preliminary Official Statement, and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

**WHEREAS**, the Board has determined to approve the Authority’s authorization to each of the Chairman, Vice Chairman, and Treasurer of the Authority (an “Authority Representative”) to approve additions and modifications to the First Supplemental Indenture, the Preliminary Official Statement, and the Continuing Disclosure Agreement so long as such additions or modifications are consistent with the provisions of this Resolution, the execution by such Authority Representative of the final Official Statement, the First Supplemental Indenture, and the Continuing Disclosure Agreement being conclusive evidence of such approval;

**AND NOW, THEREFORE,**

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

**SECTION 1.** The Authority is hereby approved to authorize and issue the Series 2020 Bonds in an aggregate principal amount not to exceed \$66,500,000, for the purpose of providing

funds, along with any other available money, to refund all or a portion of the outstanding Series 2020 Bonds, to fund reserves, and to pay costs and expenses associated with the issuance of the Series 2020 Bonds and the refunding of the Bonds to be Refunded. The aggregate principal amount of the Series 2020A Bonds and the aggregate principal amount of the Series 2020A-T Bonds shall be determined and allocated by an Authority Representative based upon advice provided by bond counsel and the County's financial advisor relating to the final determination of the amount of Series 2011 Bonds eligible for tax-exempt refinancing. The Board also hereby approves the Authority's direction that an Authority Representative may determine the details of such Series 2020 Bonds pursuant to the terms of the Authority's approving resolution.

**SECTION 2.** The form of the First Supplemental Indenture presented to this meeting is hereby approved. Authority Representatives are hereby approved to execute and deliver, in the name of the Authority, the First Supplemental Indenture in such form and containing substantially the same terms and provisions, with such additions, deletions, and modifications as shall be approved by an Authority Representative executing the First Supplemental Indenture, the execution thereof by such Authority Representative being conclusive evidence of such approval.

**SECTION 3.** The form of the Preliminary Official Statement presented to this meeting is hereby approved. The distribution and use by the underwriters of the Series 2020 Bonds of a final Official Statement relating to the Series 2020 Bonds is hereby approved subject to the approval of an Authority Representative pursuant to the terms of the Authority Resolution.

**SECTION 4.** The form of the Continuing Disclosure Agreement presented to this meeting is hereby approved. Authority Representatives are hereby approved to execute and deliver, in the name of the Authority, the Continuing Disclosure Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions, and modifications as shall be approved by an Authority Representative executing the Continuing Disclosure Agreement, the execution thereof by such Authority Representative being conclusive evidence of such approval.

**SECTION 5.** The execution and delivery by the officers of the County of other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the County.

**SECTION 6.** The members, officers, and agents of the County and the Authority and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things, including, without limitation, the execution and delivery of such agreements, documents, certificates and closing papers (including, without limitation, any supplements, modifications, or clarifications of the Memorandum of Understanding, the Rate and Method of Apportionment of Special Assessments, the Special Assessment Agreement and any other documents entered into in connection with the Series 2011 Bonds) on behalf of the County required of them by the provisions of the Bonds, the Original Trust Indenture, the First Supplemental Indenture, the Official Statement, the Special Assessment Agreement, Rate and Method of Apportionment of Special Assessments, the Memorandum of Understanding, the Continuing Disclosure Agreement, and the documents relating to bond insurance or credit enhancement, if any, relating

to any portion of the Series 2020 Bonds for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Original Trust Indenture, the First Supplemental Indenture, the Official Statement, the Special Assessment Agreement, Rate and Method of Apportionment of Special Assessments, the Memorandum of Understanding and the Continuing Disclosure Agreement and, also, to do all acts and things necessary or appropriate to carry out the provisions of this Resolution.

**SECTION 7.** The officers of the Board and the County are authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 8.** All actions taken by the officers of the Board and the members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

**SECTION 9.** Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

**SECTION 10.** This Resolution shall take effect immediately upon its adoption.

**Adopted \_\_\_\_\_, 2020.**

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**Clerk for the Board of Supervisors**

**RESOLUTION AUTHORIZING MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY REVENUE REFUNDING BONDS, SERIES 2020A AND REVENUE REFUNDING BONDS, TAXABLE SERIES 2020A-T; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TRUST INDENTURE; APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, ONE OR MORE ESCROW DEPOSIT AGREEMENTS, AND A CONTINUING DISCLOSURE AGREEMENT RELATING TO SUCH BONDS; GRANTING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH BONDS AS MAY BE NECESSARY OR APPROPRIATE; DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS; AND DELEGATING TO THE CHAIRMAN, VICE CHAIRMAN AND THE TREASURER POWER TO DETERMINE CERTAIN DETAILS OF SUCH BONDS.**

**WHEREAS**, pursuant to the ordinance adopted by the Board of Supervisors of Fairfax County, Virginia (the “County”), on April 27, 2009, as amended by the ordinance adopted by the County on April 27, 2010, the Mosaic District Community Development Authority (the “Authority”) was created to provide public improvements (the “Public Improvements”) for the peculiar benefit of the property owners within the geographic boundaries of the Authority’s district (the “Mosaic District”); and

**WHEREAS**, the Authority has heretofore issued its Mosaic District Community Development Authority Revenue Bonds, Series 2011A, in the original aggregate principal amount of \$46,980,00 (the “Series 2011A Bonds”), and its Mosaic District Community Development Authority Revenue Bonds, Taxable Series 2011A-T in the original aggregate principal amount of \$18,670,000 (the “Series 2011A-T Bonds” and together with the Series 2011A Bonds, the “Series 2011 Bonds”), to finance all or a portion of the costs of the Public Improvements; and

**WHEREAS**, the Series 2011 Bonds were issued and are secured under a trust indenture, dated as of June 1, 2011 (the “Original Trust Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”); and

**WHEREAS**, pursuant to an Amended and Restated Memorandum of Understanding, dated as of June 1, 2011, by and between the County, the Authority, Eskridge E&A, LLC (the “Initial Landowner”) and Eskridge Properties (E&A), LLC (the “Developer”) (the “Memorandum of Understanding”), the Series 2011 Bonds are secured by certain tax increment revenues derived from the peculiar benefit received from the Public Improvements on the property within the Mosaic District and certain special assessments on land within the Mosaic District that are levied with respect to the Series 2011 Bonds (the “Special Assessments”) established, apportioned and imposed pursuant to an ordinance approved by the County and the

Rate and Method of Apportionment of Special Assessments (the “Rate and Method of Apportionment of Special Assessments”) attached as an exhibit to the Memorandum of Understanding and as an exhibit to the Special Assessment Agreement and Declaration of Notice of Special Assessments (the “Special Assessment Agreement”) entered into by the Authority, the owners of assessable properties within the Mosaic District and the Trustee; and

**WHEREAS**, pursuant to the Memorandum of Understanding, if the Special Assessments are determined to be legally unenforceable in a final decree by a court of competent jurisdiction the Authority will request that the County levy a special tax on the real property within the Mosaic District in an amount required to replace the revenue to have been generated from the Special Assessments; and

**WHEREAS**, the Authority wishes to refund, subject to favorable financial market conditions, all or a portion of the outstanding Series 2011 Bonds (the “Bonds to be Refunded”) to achieve debt service savings and to amend certain provisions of the Original Trust Indenture; and

**WHEREAS**, the Authority desires to issue, sell, and deliver its Revenue Refunding Bonds, Series 2020A (the “Series 2020A Bonds”) and its Revenue Refunding Bonds, Taxable Series 2020A-T (the “Series 2020A-T Bonds” and, collectively with the Series 2020A Bonds, “Series 2020 Bonds”) in an aggregate principal amount not to exceed \$66,500,000 to refund all or a portion of the outstanding Series 2011 Bonds, fund reserves for the Series 2020 Bonds, and pay costs of issuance of the Series 2020 Bonds; and

**WHEREAS**, the Authority has determined to authorize the execution and delivery of a first supplemental trust indenture (the “First Supplemental Indenture”) with the Trustee that will provide for the issuance of and security for the Series 2020 Bond and amend certain provisions of the Original Trust Indenture; and

**WHEREAS**, there has been presented to the Authority a proposed form of the Preliminary Official Statement describing the Series 2020 Bonds and the security therefor, the Authority, the Mosaic District, the Public Improvements, and the Bonds to be Refunded (the “Preliminary Official Statement”); and

**WHEREAS**, there has been presented to the Authority a proposed form of bond purchase agreement between the Authority and Stifel, Nicolaus & Company, Incorporated, Citigroup Global Markets, Inc., and Piper Sandler & Co. (the “Underwriters”) providing for the purchase by the Underwriters of the Series 2020 Bonds on the terms specified therein (the “Bond Purchase Agreement”); and

**WHEREAS**, there has been presented to the Authority the proposed form of an escrow deposit agreement (the “Escrow Deposit Agreement”) between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent (in such capacity, the “Escrow Agent”), providing for the defeasance and redemption of the Bonds to be Refunded; and

**WHEREAS**, the Authority will undertake primary responsibility for any annual and other reports, notices or disclosures under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and make a continuing disclosure undertaking for the Series 2020 Bonds as set forth in the form of the continuing

disclosure agreement presented to the Authority in Appendix H to the Preliminary Official Statement (the “Continuing Disclosure Agreement”); and

**WHEREAS**, the Authority has duly reviewed and considered the forms of the First Supplemental Indenture, the Preliminary Official Statement, the Bond Purchase Agreement, the Escrow Deposit Agreement, and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

**WHEREAS**, Authority has found and determined that the issuance and sale of the Bonds on the terms contemplated hereby and in the authorizing resolution are in conformity with the purposes of the Authority and are in the public interest and otherwise beneficial to the Mosaic District and the County; and

**WHEREAS**, the Original Trust Indenture and the First Supplemental Indenture contemplate that Authority will fix the aggregate principal amount of the Bonds, the maturity dates, the interest rates, the redemption provisions and other details of each thereof and provide for the application of the proceeds thereof; and

**WHEREAS**, the Authority has determined that it is necessary to delegate to the Chairman, Vice Chairman, and Treasurer of the Authority (the “Authorized Officers”) the power to approve the sale of the Bonds and certain details of the Bonds that cannot be determined except under the actual market conditions that will obtain when the sale of the Bonds occurs as herein authorized but all subject to the guidelines and standards established hereby;

**NOW, THEREFORE,**

**BE IT RESOLVED** by the Mosaic District Community Development Authority, as follows:

**SECTION 1.** There are hereby authorized to be issued on a date no later than June 30, 2021, the Series 2020 Bonds in an aggregate principal amount not to exceed \$66,500,000 for the purpose of providing funds, along with any other available money, to refund all or a portion of the outstanding Series 2011 Bonds, to fund reserves, and to pay costs and expenses associated with the issuance of the Series 2020 Bonds and the refunding of the Bonds to be Refunded through a negotiated sale to the Underwriters.

The true interest cost of the Series 2020A Bonds shall not exceed six percent (6.00%), and the true interest cost of the Series 2020A-T Bonds shall not exceed six and one-half percent (6.50%). The Series 2020 Bonds shall be sold to the Underwriters in accordance with the provisions of this Resolution at a purchase price resulting aggregate net present value savings of at least 3% of the Bonds to be Refunded.

The aggregate principal amount of the Series 2020 Bonds shall be determined and allocated by an Authorized Representative pursuant to the authority set forth below in paragraph (b).

The Authority delegates to each of the Authorized Officers the authority to determine the following relating to each series of the Series 2020 Bonds as long as such determinations conform with the provisions of this Resolution and the Bond Purchase Agreement:



(a) The aggregate principal amount of the Series 2020 Bonds, not to exceed the sum of the amount required to provide, with other available funds, the amount necessary to provide the necessary funds required from the Series 2020 Bonds to refund all or a portion of the outstanding Series 2011 Bonds, fund reserves for the Series 2020 Bonds, and pay costs of issuance of the Series 2020 Bonds;

(b) The aggregate principal amount of the Series 2020A Bonds and the Series 2020A-T Bonds based upon advice provided by bond counsel relating to the final determination of the amount of Series 2011 Bonds eligible for tax-exempt refinancing and advice from the County's financial advisor;

(c) The respective maturity dates and any mandatory sinking fund redemption dates, if any, of the Series 2020 Bonds, and the respective principal amounts of the Series 2020 Bonds to mature or be redeemed on such dates, provided that the final maturity date shall not be later than December 31, 2036;

(d) The dated date of the Series 2020 Bonds;

(e) The semi-annual interest payment dates, or such other interest payment dates deemed applicable, for the Series 2020 Bonds and the record date for the Series 2020 Bonds provided that the first interest payment date for each series of the Series 2020 shall be not more than eleven (11) months after the dated date of the Series 2020 Bonds;

(f) The status of the Series 2020 Bonds as serial bonds or term bonds or a combination thereof;

(g) The redemption provisions (including redemption prices) including special mandatory redemption provisions, make-whole redemption, or optional redemption provisions, if any, if deemed necessary including for reasons to maintain flexibility for future refinancing of all or any portion of the Series 2020 Bonds. Series 2020 Bonds of a different series may contain different redemption provisions. The initial optional redemption date shall not be no later than ten and one-half (10.5) years after the dated date of the Series 2020 Bonds; provided, however, that an Authorized Officer, upon the recommendation of the financial advisor to the County, may determine that Series 2020A-T 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, a make-whole or cost-of-funds premium shall be permitted for such Series 2020A-T Bonds;

(h) Whether to obtain bond insurance or other credit enhancement with respect to all or any portion of the Series 2020 bonds; and

(i) The provisions providing for authorized denominations of the Series 2020 Bonds within the First Supplemental Indenture, based on advice provided by the County's financial advisor.

Such details of the Series 2020 Bonds shall be set forth in the First Supplemental Indenture.

**SECTION 2.** The form of the First Supplemental Indenture presented to this meeting is hereby approved, and each of the Authorized Officers is authorized to execute and deliver, in the name and on behalf of the Authority, the First Supplemental Indenture in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Officers executing the First Supplemental Indenture, the execution thereof by such officers being conclusive evidence of such approval.

**SECTION 3.** The form of the Preliminary Official Statement presented to this meeting is hereby approved, and each of the Authorized Officers is authorized to approve the terms of and publish a Preliminary Official Statement describing the Series 2020 Bonds in substantially the same form as the Preliminary Official Statement presented to this meeting, with such additions, deletions, and modifications not inconsistent with the purposes of this resolution as may be approved by such Authorized Officers and to deem “final” such Preliminary Official Statement for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The distribution and use by the Underwriters of a final Official Statement relating to the Series 2020 Bonds (the “Official Statement”) is hereby authorized. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day by the Authority with such additions, deletions, and modifications as may be approved by any of the Authorized Officers. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the Official Statement to the Underwriters for their use in offering the Series 2020 Bonds upon the terms set forth in the Official Statement and the Bond Purchase Agreement.

**SECTION 4.** The form of the Bond Purchase Agreement presented to this meeting is hereby approved, and each of the Authorized Officers is authorized to execute and deliver, in the name and on behalf of the Authority, the Bond Purchase Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions, and modifications as shall be approved by the Authorized Officer executing the Bond Purchase Agreement and that are consistent with the provisions of Section 1 of this Resolution, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 5.** The form of the Escrow Deposit Agreement presented to this meeting is hereby approved, and each of the Authorized Officers is authorized to execute and deliver, in the name and on behalf of the Authority, one or more Escrow Deposit Agreements in such form and containing substantially the same terms and provisions, with such additions, deletions, and modifications as shall be approved by the Authorized Officer executing each such Escrow Deposit Agreement, the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 6.** The form of the Continuing Disclosure Agreement presented to this meeting is hereby approved, and each of the Authorized Officers is authorized to execute and deliver, in the name and on behalf of the Authority, the Continuing Disclosure Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions, and modifications as shall be approved by the Authorized Officer executing the Continuing Disclosure Agreement the execution thereof by such Authorized Officer being conclusive evidence of such approval.

**SECTION 7.** The Series 2020 Bonds shall be executed, under seal, in the manner set forth in the Original Trust Indenture and the First Supplemental Indenture, and the Series 2020 Bonds shall be delivered to the Series 2020 Trustee who shall also serve as paying agent (the “Series 2020 Paying Agent”), for authentication and shall be delivered thereafter to or for the Underwriters in accordance with The Depository Trust Company’s procedures upon receipt of the purchase price set forth in the Bond Purchase Agreement. If any of the Series 2020 Bonds are to be delivered after December 31, 2020, an Authorized Officer may approve changes to the series designation of such Series 2020 Bonds that may be appropriate for such a delivery date, and the execution by such Authorized Officer of such Series 2020 Bonds shall be conclusive evidence of such Authorized Officer’s approval of such changes.

The Series 2020 Paying Agent is hereby authorized and directed to authenticate and the Series 2020 Trustee, upon such authentication, is hereby authorized and directed to deliver such Series 2020 Bonds as provided above upon satisfaction of all conditions precedent to such authentication and delivery contained in the Original Trust Indenture and the First Supplemental Indenture.

**SECTION 8.** The execution and delivery by any Authorized Officer of the Authority of the First Supplemental Indenture, the Official Statement, the Bond Purchase Agreement, each Escrow Deposit Agreement, each Series 2020 Bond and the Continuing Disclosure Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of such Authorized Officer’s approval of the changes, if any, in the forms thereof.

**SECTION 9.** The members, officers and agents of the Authority and the officers and agents of the Trustee and the Escrow Agent are hereby authorized and directed to do all acts and things, including without limitation, the execution and delivery of such agreements, documents, certificates and closing papers (including, without limitation, any supplements, modifications, or clarifications of the Memorandum of Understanding, the Rate and Method of Apportionment of Special Assessments, the Special Assessment Agreement and any other documents entered into in connection with the Series 2011 Bonds), on behalf of the Authority required of them by the provisions of the Bonds, the Original Trust Indenture, the First Supplemental Indenture, the Official Statement, the Bond Purchase Agreement, each Escrow Deposit Agreement, the Continuing Disclosure Agreement, and the documents relating to bond insurance or credit enhancement, if any, relating to any portion of the Series 2020 Bonds for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Original Trust Indenture, the First Supplemental Indenture, the Official Statement, the Bond Purchase Agreement, each Escrow Deposit Agreement, and the Continuing Disclosure Agreement and, also, to do all acts and things necessary or appropriate to carry out the provisions of this Resolution.

**SECTION 10.** The Chairman or the Vice Chairman of Authority or the Treasurer of the Authority and the Secretary of the Authority are authorized to execute a Certificate evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such Certificate shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 11.** All actions taken by the Authority and the members, officers and employees of the Authority in connection with the authorization, issuance, sale and delivery of the Bonds and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Authority and delivered in connection with such authorization, issuance, sale and delivery are hereby ratified and confirmed.

**SECTION 12.** No stipulation, obligation or agreement herein contained or contained in the Original Trust Indenture, the First Supplemental Indenture, the Bond Purchase Agreement, the Official Statement, each Escrow Deposit Agreement, the Series 2020 Bonds, the Continuing Disclosure Agreement, or in any other agreement, certificate or document executed on behalf of the Authority shall be deemed to be a stipulation, obligation or agreement of any member, officer, agent, or employee of the Authority in his or her individual capacity, and no such member, officer, agent, or employee shall be personally liable on the Series 2020 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

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

**SECTION 14.** This Resolution shall take effect immediately upon its adoption.

**Adopted September \_\_, 2020.**

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Secretary

**DRAFT Critical Path Events****Fairfax County, Virginia****Mosaic District CDA Revenue Refunding Bonds, Series 2020A & Series 2020A-T (Federally Taxable)**

June 2020							July 2020							August 2020							September 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

October 2020							November 2020							December 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Week of	Activity & Event	Responsible Party
June 22 <sup>nd</sup>	Underwriter RFP distributed to potential underwriters MuniCap engaged	PFM FX
July 6 <sup>th</sup>	Friday, 7/10 – Underwriter Proposals Received	--
July 27 <sup>th</sup>	Tuesday, 7/28 – County Board considers Carryover Thursday, 7/30 -- Credit assessment meeting Draft Bond Documents distributed Draft of revenue forecast report distributed	FX FX, PFM NRF MC
Aug 3 <sup>rd</sup>	Underwriter interviews Comments due on Bond Documents Finalize tax due diligence matters	PFM, FX All FX, NRF
Aug 10 <sup>th</sup>	Underwriter selected Disclosure discussion Initiate indicative rating process GO Refunding Bond calls with Rating Agencies	FX All PFM FX, PFM
Aug 17 <sup>th</sup>	Working Group Kick off Call with UW & UWC Begin conversations with bond insurers Draft of Rating Presentation distributed Draft Bond Documents circulated Draft revenue forecast report circulated Comments due on revenue projections & revenue forecast report	All UW PFM NRF MC All

**Legend:**

FX = Fairfax County  
PFM = PFM Financial Advisors LLC, Financial Advisor  
NRF = Norton Rose Fulbright, Bond Counsel  
MC = MuniCap, Revenue Consultant & CDA Administrator  
UW = Stifel, Nicolaus & Company, Senior Managing Underwriter  
UWC = McGuireWoods, Underwriter's Counsel

8/28/2020

**DRAFT Critical Path Events****Fairfax County, Virginia****Mosaic District CDA Revenue Refunding Bonds, Series 2020A & Series 2020A-T (Federally Taxable)**

June 2020							July 2020							August 2020							September 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

October 2020							November 2020							December 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Week of	Activity & Event	Responsible Party
Aug 24 <sup>th</sup>	Comments due on Bond Documents	All
	Review call for Bond Documents	All
	Send Bond Documents and draft revenue forecast report to rating agencies & bond insurers	PFM
	Finalize & Send Rating Presentation	PFM
	Q&A with Rating Agencies	FX, PFM
	Distribute draft of due diligence questionnaire	UWC
	<i>Tuesday, 8/25 – Negotiated Sale of GO Refunding Bonds</i>	FX, PFM
Aug 31 <sup>st</sup>	Finalize draft Documents for Board package (POS, CDA, Trust Indenture)	NRF
	Monday, 8/31 – Board Title Due for County Board Meeting	FX, NRF
	Wednesday, 9/2 – Board Item Due for County Board Meeting	FX, NRF
	Finalize draft Documents for CDA package (POS, CDA, BPA, Trust Indenture, and Escrow Agreement)	NRF
	Calls with Rating Agencies	FX, PFM
Sept 7 <sup>th</sup>	<i>Monday, 9/7 – Labor Day (Federal Holiday), Markets Closed</i>	--
	Receive indicative ratings	FX, NRF, PFM
Sept 14 <sup>th</sup>	Pre-verification complete	PFM
	Final revenue forecast report distributed	MC
	<i>Wednesday, 9/16 – Closing of County GO Refunding Bonds</i>	FX, NRF, PFM
Sept 21 <sup>st</sup>	<b>Thursday, 9/24 - Mosaic CDA Board Considers Resolution</b>	FX
	Due diligence call(s)	All

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 NRF = Norton Rose Fulbright, Bond Counsel  
 MC = MuniCap, Revenue Consultant & CDA Administrator  
 UW = Stifel, Nicolaus & Company, Senior Managing Underwriter  
 UWC = McGuireWoods, Underwriter's Counsel

8/28/2020

**DRAFT Critical Path Events****Fairfax County, Virginia****Mosaic District CDA Revenue Refunding Bonds, Series 2020A & Series 2020A-T (Federally Taxable)**

June 2020							July 2020							August 2020							September 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

October 2020							November 2020							December 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Week of	Activity & Event	Responsible Party
Sept 28 <sup>th</sup>	<b>Tuesday, 9/29 – Fairfax County Board Considers Resolution</b>	<b>FX</b>
Oct 5 <sup>th</sup>	NLT Friday, October 9 <sup>th</sup> – Receive Public Bond Ratings (if any)	--
Oct 12 <sup>th</sup>	<i>Monday, 10/12 – Columbus Day (Federal Holiday)</i> <b>NLT Tuesday, 10/13 – Post POS</b>	-- <b>NRF</b>
Oct 19 <sup>th</sup>	Pre-market bonds	UW
Oct 26 <sup>th</sup>	<b>Tuesday, 10/27 &amp; Wednesday 10/28 – Bond Pricing &amp; Sign BPA</b> Finalize revenue forecast report with final numbers	FX, PFM PFM, MC
Nov 2 <sup>nd</sup>	<i>Tuesday, 11/3 – U.S. Election Day</i> Distribute draft Official Statement and Closing Documents Distribute draft Closing Memo	-- NRF PFM
Nov 9 <sup>th</sup>	Post Official Statement (NLT Monday, 11/9)	NRF
Nov 16 <sup>th</sup>	Distribute 2 <sup>nd</sup> draft of Closing Documents	NRF
Nov 23 <sup>rd</sup>	<i>Thursday, 11/26 &amp; Friday, 11/27 -- Thanksgiving Holiday</i>	--
Nov 30 <sup>th</sup>	Finalize Closing Documents Distribute final Closing Memo <i>Tuesday, 12/1 – County Board Meeting</i>	NRF PFM FX
Dec 7 <sup>th</sup>	<b>Tuesday, 12/8 – Closing</b>	--
March 1 <sup>st</sup>	<b>Monday, 3/1/2021 -- 2011A &amp; 2011A-T Bonds Call Date</b>	--

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MC = MuniCap, Revenue Consultant & CDA Administrator  
UW = Stifel, Nicolaus & Company, Senior Managing Underwriter  
UWC = McGuireWoods, Underwriter's Counsel

8/28/2020

**DRAFT Critical Path Events**  
**Fairfax County, Virginia**

**Mosaic District CDA Revenue Refunding Bonds, Series 2020A & Series 2020A-T (Federally Taxable)**

June 2020							July 2020							August 2020							September 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

October 2020							November 2020							December 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
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8/28/2020



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FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

MOSAIC DISTRICT  
COMMUNITY DEVELOPMENT AUTHORITY

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
AS TRUSTEE

---

Dated as of \_\_\_\_ 1, 2020

SECURING

MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY  
REVENUE REFUNDING BONDS  
SERIES 2020A  
AND  
TAXABLE SERIES 2020A-T

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Exhibit A – Form of Series 2020 Bond

## FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (this “First Supplemental Indenture”) is made as of \_\_\_\_\_ 1, 2020, between MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (in such capacity, the “Trustee”), and supplements and amends the Trust Indenture, dated as of June 1, 2011, between the Authority and the Trustee (the “Original Indenture,” as amended and supplemented hereby and from time to time, the “Indenture”).

The Authority is a duly organized community development authority created pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the “Act”). Pursuant to the Act, the Authority is authorized, among other things, to acquire, establish, construct, equip, operate and maintain certain infrastructure improvements benefiting property within the Authority district and to issue its revenue bonds to pay the costs associated with such improvements and to issue its refunding bonds. The Act further authorizes the Authority to finance such improvements by special assessments imposed on property within the Authority’s boundaries.

The Authority has previously issued \$46,980,000 aggregate principal amount of its Revenue Bonds, Series 2011A (the “Series 2011A Bonds”), and \$18,670,000 aggregate principal amount of its Revenue Bonds, Taxable Series 2011A-T (the “Series 2011A-T Bonds” and, collectively with the Series 2011A Bonds, the “Series 2011 Bonds”), under the Indenture (i) to finance the costs of certain infrastructure improvements as described herein, (ii) to deposit a certain amount in the Debt Service Reserve Fund for the Series 2011 Bonds, (iii) to pay certain construction period interest on the Series 2011 Bonds, (iv) to fund certain Administrative Expenses, and (v) to pay the costs of issuing the Series 2011 Bonds.

The Authority proposes to issue under the Indenture and this Supplemental Indenture \$\_\_\_\_\_ aggregate principal amount of its Revenue Refunding Bonds, Series 2020A (the “Series 2020A Bonds”), and \$\_\_\_\_\_ aggregate principal amount of its Revenue Refunding Bonds, Taxable Series 2020A-T (the “Series 2020A-T Bonds” and, collectively with the Series 2020A Bonds, the “Series 2020 Bonds”), to refund all [or a portion] of the outstanding Series 2011 Bonds, fund reserves for the Series 2020 Bonds, and pay costs of issuance of the Series 2020 Bonds.

The Authority is entering into this First Supplemental Indenture for the purpose of providing for the issuance of and fixing the details of the Series 2020 Bonds and to amend certain provisions of the Original Indenture.

The Authority proposes to provide for the collection of certain incremental tax revenues to pay the Series 2020 Bonds and to further provide for a special assessment on the taxable property within the Authority’s boundaries to be imposed and collected if such incremental tax revenues are not sufficient to pay the Series 2020 Bonds.

All things necessary to make the Series 2020 Bonds valid and binding limited obligations of the Authority, when authenticated by the Trustee and issued as provided in this Indenture, and to constitute this Indenture a valid and binding agreement securing the payment of the principal of and premium, if any, and interest on the Series 2020 Bonds have been done and performed. The execution and delivery of this Indenture and the execution and issuance of the Series 2020 Bonds have in all respects been duly authorized.

The Authority covenants and agrees with the Trustee and the owners, from time to time, of the Bonds, as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1 Definitions.** In addition to the terms defined in the preamble to this First Supplemental Indenture or in the Original Indenture, which terms are used herein as therein defined, the terms set forth below will have the following meanings in this First Supplemental Indenture (and, as indicated in certain definitions below, effective on the Closing Date, in the Indenture), unless the context clearly requires otherwise:

“Authorized Authority Representative” means, herein and in the Indenture, the Chairman, the Vice-Chairman, or the Treasurer of the Authority, or any other person or persons designated to act on behalf of the Authority by a certificate signed by the Chairman and filed with the Trustee.

“Authority-Owned Facilities” means, herein and in the Indenture, those Facilities owned by the Authority and financed as a whole or in part with the proceeds of the Series 2011 Bonds and refinanced with proceeds of the Series 2020 Bonds.

“Bond” or “Bonds” means the Series 2020 Bonds issued pursuant to this Indenture, and any Additional Bonds issued under this Indenture, but will not include any subordinate debt or any bonds or other evidence of indebtedness of the Authority issued from time to time under any other indenture, trust agreement, resolution or similar instrument.

“Bond Counsel” means, herein and in the Indenture, Norton Rose Fulbright US LLP or any other attorney or a firm of attorneys (designated by the Authority) of nationally recognized standing in matters pertaining to the validity of and the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Closing Date” means, with respect to the Series 2020 Bonds, the date the Series 2020 Bonds are issued and delivered by the Authority to the initial purchasers thereof against payment therefor (\_\_\_\_\_, 2020).

“County” means, herein and in the Indenture, Fairfax County, Virginia.

“County Representative” means, herein and in the Indenture, the County Executive or such officer’s designee.

["Developer" means, collectively, Eskridge (E&A), LLC, a South Carolina limited liability company, or its successors and assigns, and Eskridge Properties (E&A), LLC, a South Carolina limited liability company, or its successors and assigns.]

["Development Agreement" means the Development/Acquisition and Financing Agreement, dated as of June 1, 2011, by and among the Authority, the County and the Developer, as such Agreement may be amended from time to time.]

"Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of \_\_\_\_\_ 1, 2020, executed and delivered by the Authority [NTD-need to decide if Developer will be part of this agreement] and the Administrator, as such Agreement may be amended from time to time.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., as escrow under the Escrow Agreement.

"Escrow Agreement" means the Escrow Deposit Agreement, dated December \_\_, 2020, between the Authority and the Escrow Agent, relating to the Series 2011 Bonds.

"First Supplemental Indenture" means, herein and in the Indenture, this First Supplemental Trust Indenture, dated as of \_\_\_\_\_ 1, 2020, between the Authority and the Trustee.

"Fitch" means, herein and in the Indenture, Fitch Ratings, Inc., its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized rating agency designated by the Authority.

"Interest Payment Date" means, for the Series 2020 Bonds, March 1 and September 1 of each year, commencing March 1, 2021.

"Letter of Representations" means, herein and in the Indenture, the letter, dated \_\_\_\_, 2020, from the Authority to DTC and any amendment or supplement to it.

"Rating Agency" means [TBD][Moody's and S&P, or either of them and their successors and assigns. If either Moody's or S&P does not provide a rating for a certain purpose under this Indenture, Fitch, or its successors and assigns may be used in lieu of Moody's or S&P, but not both.]

"S&P" means, herein and in the Indenture, S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and their assigns, and, if such entity shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

"Tax Certificate" means the Tax Certificate, dated the Closing Date, of the Authority and the County relating to the Series 2020A Bonds.

“2020 Optional Redemption Subaccount” means the Optional Redemption Subaccount of the Redemption Account within the Bond Fund established in Section 7.1 hereof.

“2020 Prepayment Subaccount” means the Prepayment Subaccount of the Redemption Account in the Bond Fund established in Section 7.1 hereof.

**Section 1.2 Rules of Construction.** This First Supplemental Indenture shall have the same rules of construction as are provided in Section 1.2 of the Original Indenture.

## ARTICLE II

### ESTABLISHMENT OF TRUST

**Section 2.1 Establishment of Trust.** In consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 2020 Bonds by the Beneficial Owners, thereof, and also for and in consideration of the sum of One Dollar in hand paid by the Trustee at or before the execution and delivery of this First Supplemental Indenture, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2020 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, and to secure the payment of all Series 2020 Bonds at any time issued and Outstanding under this Supplemental Indenture and the interest thereon according to their tenor, purport and effect, and to secure the performance and observance of all the covenants, agreements and conditions, express or implied, therein and herein contained, the Authority has executed and delivered this First Supplemental Indenture, and has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2020 Bonds, or any part thereof, as set forth in this First Supplemental Indenture in order to provide for the payment of the principal of and the premium, if any, and interest on the Series 2020 Bonds and to secure the performance of all of the obligations of the Authority under the Bonds.

## ARTICLE III

### GENERAL TERMS AND CONDITIONS OF BONDS

**Section 3.1 Authority for First Supplemental Indenture.** This First Supplemental Indenture has been executed and delivered pursuant to a resolution adopted by the Authority on \_\_\_\_\_, 2020. The Authority has ascertained that the execution of and the transactions contemplated by this First Supplemental Indenture are necessary or convenient in order to provide for infrastructure serving the District and that each covenant or agreement in this First Supplemental Indenture is reasonable and proper for protecting and enforcing the rights and remedies of the Owners.

**Section 3.2 First Supplemental Indenture Constitutes Contract.** In consideration of the purchase and acceptance of the Bonds by the Owners, the provisions of this First Supplemental Indenture will be a part of the contract of the Authority with the Owners of the

Bonds and will constitute a contract among the Authority, the Trustee and the Owners from time to time of the Bonds.

**Section 3.3 Authorization of Series 2020 Bonds; Form and Details of Bonds.**

(a) There are authorized to be issued the Series 2020A Bonds of the Authority in the aggregate principal amount of \$\_\_\_\_\_ and the Series 2020A-T Bonds in the aggregate principal amount of \$\_\_\_\_\_. The Series 2020 Bonds will be issued as fully registered bonds, without coupons. Each Series 2020 Bond will (i) be dated the Closing Date, (ii) be issued in denominations of \$5,000 or any integral multiple of \$5,000, and (iii) be numbered from R-1 upwards, sequentially within each Series.

Each Series 2020 Bond will bear interest at the rates specified in the table below from the Closing Date, if it is authenticated before March 1, 2021, or otherwise, from the March 1 or September 1 that is, or immediately precedes, the date on which the Series 2020 Bond is authenticated (unless the payment of interest on the Series 2020 Bond is in default, in which case the Series 2020 Bond will bear interest from the date to which interest has been paid). Interest on the Series 2020 Bonds shall be payable each March 1 and September 1, commencing March 1, 2021. Each Series 2020 Bond shall be subject to prior redemption in accordance with the terms thereof and this Indenture.

<u>Series</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
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(b) The principal of and redemption premium, if any, and interest on the Bonds are payable in lawful money of the United States of America, but only from the Pledged Revenues and other sources pledged for such purpose under this Indenture. The principal of and redemption premium, if any, on the Bonds will be payable upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent except that, for so long as Cede & Co. or other nominee of DTC is the sole registered Owner of the Bonds, principal of and redemption premium, if any, on the Bonds will be paid as provided in the Letter of Representations. Interest on the Bonds will be paid by check or draft mailed by the Paying Agent on each interest payment date to the Owners of the Bonds at their addresses as they appear on the registration books of the Authority maintained by the Paying Agent. The registered owners will be determined on the February 15 or August 15, as appropriate, which next precedes each Interest Payment Date, unless otherwise provided pursuant to a Supplemental Indenture.

Notwithstanding the foregoing, if the Owner of any Bond (i) owns at least \$1,000,000 in aggregate principal amount of Bonds and (ii) has provided satisfactory written notice regarding payment via wire transfer to the Trustee, then interest will be paid to such Owner by wire transfer. Interest on the Bonds will be computed on the basis of a year of 360 days and twelve 30-day months, unless otherwise provided pursuant to a Supplemental Indenture.



(c) The Series 2020 Bonds will be issued in substantially the form set forth in Exhibit A to this First Supplemental Indenture, with appropriate variations, omissions and insertions as permitted or required by this Indenture. Any Additional Bonds will be issued in substantially the form set forth in the related Supplemental Indenture. There may be endorsed on the Series 2020 Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law.

### **Section 3.4 Book Entry Provisions.**

(a) The Series 2020 Bonds will be issued in fully registered form and registered in the name of Cede & Co., a nominee of DTC, and immobilized in the custody of DTC physically or through DTC's FAST System. One fully registered Series 2020 Bond for all fungible bonds of a series and maturity will be registered to Cede & Co. Beneficial Owners will not receive physical delivery of Series 2020 Bonds. Payments of the principal of and premium, if any, and interest on the Series 2020 Bonds will be made to DTC or its nominee as registered owner of the Series 2020 Bonds on the applicable payment date.

Transfer of the payments of the principal of and redemption premium, if any, and interest on the Series 2020 Bonds to the participants of DTC, which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations (the "Participants"), is the responsibility of DTC. Transfer of the payments of the principal of and redemption premium, if any, and interest on the Series 2020 Bonds to their Beneficial Owners by the Participants is the responsibility of the Participants and other nominees of the Beneficial Owners.

Transfer of ownership interest in the Series 2020 Bonds will be made by DTC and its Participants, acting as nominees of the Beneficial Owners of the Bonds, in accordance with rules specified by DTC and its Participants. Neither the Authority nor the Trustee makes any assurances that DTC, its Participants or other nominees of the Beneficial Owners of the Series 2020 Bonds will act in accordance with those rules or on a timely basis. For every transfer and exchange of beneficial ownership interest in the Series 2020 Bonds, the Beneficial Owner may be charged sums sufficient to cover any tax, fee or other governmental charge that may be imposed in relation to it.

THE AUTHORITY AND THE TRUSTEE DISCLAIM ANY RESPONSIBILITY OR OBLIGATIONS TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT, (ii) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2020 BONDS, (iii) THE DELIVERY BY DTC OR ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS INDENTURE TO BE GIVEN TO BONDHOLDERS, (iv) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2020 BONDS, OR (v) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

So long as Cede & Co., or its successor, is the registered owner of the Series 2020 Bonds, as nominee of DTC, references in this Indenture to the Owners of the Bonds means Cede & Co. and does not mean the Beneficial Owners of the Series 2020 Bonds.

(b) The Authority will appoint a substitute securities depository in the event that:

(1) DTC determines not to continue to act as securities depository for the Series 2020 Bonds; or

(2) The Trustee (at the direction of the Owners of 100% of the Series 2020 Bonds of the applicable series) or the Authority has determined to use a substitute securities depository.

(c) Replacement Bonds (the “Replacement Bonds”) will be issued directly to Beneficial Owners of the Series 2020 Bonds but only in the event that:

(1) under the circumstances described in (b)(1) or (b)(2) above, the Authority is unable to locate another qualified securities depository; or

(2) The Trustee (at the direction of the Owners of 100% of the Series 2020 Bonds of the applicable series) or the Authority has determined not to continue the book-entry system of transfer.

Replacement Bonds will be substantially in the form set forth in Exhibit A to this First Supplemental Indenture. In the event the Trustee or the Authority makes the determination described in clauses (c)(1) or (c)(2) (the Trustee and the Authority undertake no obligation to make any investigation to determine the occurrence of any events that would permit the Trustee or the Authority to make any such determination) and the Trustee or the Authority has made provisions to notify the Beneficial Owners of Series 2020 Bonds by mailing an appropriate notice to DTC, the Authority will execute and the Trustee and Paying Agent will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Trustee is entitled to conclusively rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

### **Section 3.5 Application of Proceeds of Series 2020 Bonds and Other Amounts.**

The Trustee shall apply the proceeds (net of any underwriters’ discount and original issue discount) from the sale of the Series 2020 Bonds and other amounts on the Closing Date as follows:

(i) the Trustee shall deposit \$\_\_\_\_\_ of the proceeds of the Series 2020A Bonds to the Tax-Exempt Bond Project Account of the Project Fund;

(ii) the Trustee shall deposit \$\_\_\_\_\_ of the proceeds of the Series 2020A-T Bonds to the Taxable Bond Project Account of the Project Fund;

(iii) the Trustee shall transfer to the Escrow Agent, to be applied to the defeasance of the Series 2011 Bonds, \$\_\_\_\_\_ of the amount deposited in Debt Service

Reserve Fund, \$\_\_\_\_\_ of the amount deposited in the Surplus Fund, \$\_\_\_\_\_ of the amount deposited in the Tax-Exempt Bond Project Account of Project Fund pursuant to clause (i) above, and \$\_\_\_\_\_ of the amount deposited in the Taxable Bond Project Account of Project Fund pursuant to clause (ii) above.

## ARTICLE IV

### REDEMPTION OF SERIES 2020 BONDS

**Section 4.1 Redemption of Bonds.** The Series 2020 Bonds may not be called for redemption prior to maturity except as provided in this Article.

**Section 4.2 Optional Redemption of Series 2020 Bonds.** The Series 2020 Bonds maturing after \_\_\_\_ 1, 20\_\_, are subject to redemption before maturity at the option of the Authority at any time, or from time to time, on or after \_\_\_\_ 1, 20\_\_, from any money available for such purpose, as a whole or in part in increments of \$5,000 or any integral multiple of \$5,000 upon payment of the principal amount of the Series 2020 Bonds to be redeemed, plus accrued interest to the redemption date.

The Authority shall give the Trustee written notice of its option to redeem the Series 2020 Bonds at least 45 days before the date fixed for redemption.

[Make-whole optional redemption for Series 2020A-T Bonds?]

**Section 4.3 Special Mandatory Redemption of Series 2020 Bonds.** The Series 2020 Bonds are subject to special mandatory redemption as a whole or in part in minimum amounts of \$5,000, at a redemption price equal to the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption, on any March 1, June 1, September 1, or December 1, as follows:

(a) from amounts deposited into the 2020 Prepayment Subaccount of the Redemption Account as a result of Prepayments pursuant to Section 7.3(d) hereof and transfers from the Debt Service Reserve Fund pursuant to Sections 7.3(e) and 7.5(c) hereof; and

(b) from any amounts in the Net Proceeds Account that shall be transferred to the Redemption Account of the Bond Fund and applied to the redemption of the Series 2020 Bonds; [provided, however, that amounts transferred from the Tax-Exempt Bond Project Account shall be applied solely to the redemption of Tax-Exempt Bonds, and amounts transferred from the Taxable Bond Project Account shall be applied solely to the redemption of Series 2020A-T Bonds].

**Section 4.4 Mandatory Sinking Fund Redemption of Series 2020 Bonds.** The 2020 Bonds are required to be redeemed in part before maturity by the Authority on March 1 in the years and amounts set forth below, at a redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed, plus accrued interest to the redemption date.

**Series 2020A Bonds Due March 1, 20\_\_**

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
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**Series 2020A Bonds Due March 1, 20\_\_**

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
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**Series 2020A Bonds Due March 1, 20\_\_**

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
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**Series 2020A-T Bonds Due March 1, 20\_\_**

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
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The amount of the Series 2020 Bonds to be redeemed pursuant to mandatory sinking fund redemption may be reduced in accordance with the provisions of Section 7.3(b).

**Section 4.5 Selection of Bonds for Redemption.** If the Authority determines that less than all of the Series 2020 Bonds are to be called for optional or special mandatory redemption the amount, if any, of each maturity of Series 2020 Bonds to be so called for redemption shall be determined by the Authority, subject to the provisions of the Tax Certificate and Section 4.3. If less than all of any maturity of a Series of Series 2020 Bonds are to be called for optional or special mandatory redemption, the amount of Series 2020 Bonds of each maturity of such Series to be so called for redemption shall generally be determined according to a pro-rata method across sinking fund requirements taking into account all Series 2020 Bonds of such maturity of such Series as determined by the Administrator and accepted by the Authority. No Owner of any

Bonds may contest the selection methodology accepted by the Authority. If less than all Series 2020 Bonds of any maturity of a Series are to be called for optional, special mandatory or mandatory redemption, the Series Bonds to be called will be selected by DTC or the Paying Agent in a manner which DTC or the Paying Agent determines to be appropriate and fair. In selecting Series 2020 Bonds for redemption the Paying Agent shall count as one Bond each increment of \$5,000 of principal amount. If a Series 2020 Bond shall be called for partial redemption upon its surrender, a new Series Bond representing the unredeemed balance of the principal amount shall be issued to the Beneficial Owner of such Series Bond, unless otherwise provided for in the Series 2020 Bonds.

**Section 4.6 Notice of Redemption.** In the case of any redemption of Series 2020 Bonds, the Paying Agent will give in its own name or in the name of the Authority notice, as provided for in this Section, that such Series 2020 Bonds (which shall be identified by series, maturity and CUSIP numbers) have been called for redemption and, in the case of Series 2020 Bonds of a series and maturity to be redeemed in part only, the principal amount of the Bonds that have been called for redemption, that they will be due and payable on the date fixed for redemption (specifying the date) upon surrender of such Series 2020 Bonds at the designated corporate trust office of the Paying Agent, at the applicable redemption price (specifying the price) together with any accrued interest to such date, and that all interest on such Series 2020 Bonds to be redeemed will cease to accrue on and after such date.

If at the time of the mailing of the notice of optional redemption the Authority shall not have deposited with the Trustee money that together with the maturing principal of and interest on any securities also deposited shall be sufficient to redeem all the Series 2020 Bonds called for optional redemption, such notice may state that it is conditional and subject to the deposit or transfer of the redemption money with the Trustee not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such money is so deposited.

Such notice will be mailed postage prepaid, not less than 30 nor more than 60 days before the date fixed for redemption, to the Owners of the Series 2020 Bonds called for redemption, at their respective addresses as they appear on the registration books maintained by the Paying Agent. The receipt of notice will not be a condition precedent to the redemption, and failure to mail any notice to an Owner will not affect the validity of the proceedings for the redemption of Bonds of any other Owner.

**Section 4.7 Payment of Redeemed Bonds.** If notice of redemption has been given as provided in Section 4.6, the Series 2020 Bonds called for redemption will be due and payable on the date fixed for redemption at a redemption price equal to the principal amount of and premium, if any, on such Series 2020 Bonds, together with accrued interest to the date fixed for redemption. Payment of the redemption price will be made by the Paying Agent upon surrender of such Series 2020 Bonds. If less than the full principal amount of a Bond of a series and maturity is called for redemption, the Authority will execute and deliver and the Paying Agent will authenticate, upon surrender of such Series 2020 Bond, and without charge to the Owner, Bonds for the unredeemed portion of the principal amount of such Series 2020 Bond so surrendered.

If any Series 2020 Bond has been duly called for redemption and payment of the principal of and premium, if any, and unpaid interest accrued to the date fixed for redemption on such Series 2020 Bond has been made or provided for, then, notwithstanding that the Series 2020 Bond called for redemption has not been surrendered for cancellation, interest on such Series 2020 Bond will cease to accrue from the redemption date, and, from and after the redemption date, such Series 2020 Bond will no longer be entitled to any lien, benefit or security under the Indenture, and its Owner will have no rights in respect of such Series 2020 Bond except to receive payment of the principal of and redemption premium, if any, and unpaid interest accrued to the date fixed for redemption on the Bond.

## ARTICLE V

### ISSUANCE OF BONDS

**Section 5.1 Issuance of Bonds.** Effective on the Closing Date, Section 5.1 of the Original Indenture shall be amended and restated in its entirety to provide as follows:

“(a) The Authority will not issue any bonds, notes or other evidences of indebtedness or incur any obligation or indebtedness that will be secured by a pledge of Pledged Revenues or other funds pledged by this Indenture to the payment of the Bonds except for Bonds issued under and in accordance with this Indenture; provided, however, that nothing contained in this Indenture will prevent the Authority from issuing or incurring indebtedness payable out of or secured by a pledge of Pledged Revenues to be derived on and after the date the pledge of Pledged Revenues provided in this Indenture is discharged as provided in Section 15.1.

(b) The Authority shall not issue any bonds, notes or other evidences of indebtedness or incur any obligation or indebtedness that will be secured by a pledge of Special Assessment Part B, as defined in the RMA.

(c) Subject to the provisions set forth in subsections (a) and (b) of this Section, the Authority may issue from time to time bonds, notes and other evidences of indebtedness for any lawful purpose, but only after obtaining the prior written consent of the County.”

## ARTICLE VI

### PROJECT FUND

Effective on the Closing Date, Article VI of the Original Indenture shall be amended and restated in its entirety to provide as follows in Sections 6.1 to 6.4 below.

**Section 6.1 Project Fund.** The Trustee will deposit in the Project Fund (i) the portion of the proceeds of the Series 2020 Bonds specified in Section 3.5 of the First Supplemental Indenture and (ii) any Net Proceeds to be used to repair, reconstruct or restore any portion of the Authority-Owned Facilities as directed by the Authority.

**Section 6.2 Payments from Project Fund.** On the Closing Date, the Trustee shall transfer to the Escrow Agent, to be applied to the defeasance of the Series 2020 Bonds, the amounts set forth in Section 3.5 of the First Supplemental Indenture.

The Trustee shall use the balance of the amounts deposited in the Tax-Exempt Bond Project Account and the Taxable Bond Project Account to pay costs of issuance of the Series 2020 Bonds as directed in writing by an Authority Representative.

Interest accruing on and any profit realized from the investment of money in the Project Fund will be retained in the Project Fund as part of the account in which the investment is held.

**Section 6.3 Disposition of Balance in Project Fund.** Upon the Trustee's receipt of a certificate, signed by an Authorized Authority Representative, stating that no more costs of issuing the Series 2020 Bonds are to be paid from the Project Fund, the balance of any money remaining in the Tax-Exempt Bond Project Account or the Taxable Bond Project Account of the Project Fund in excess of the amount to be reserved for payment of unpaid costs of issuance will, at the written direction of the Authority, be deposited in the Principal Account of the Bond Fund to be used to pay principal of the Series 2020 Bonds in accordance with Section 7.3.

Any excess money will either be used before the expiration of the applicable temporary period under Section 148 of the Code during which it may be invested at an unrestricted yield or will be invested in order to comply with any limitations imposed by the Code, all as directed in writing by the Authority. The Authority may direct the Trustee in writing to invest gross proceeds at an unrestricted yield after the expiration of the applicable temporary period in an amount permitted by the minor portion provisions set forth in Treas. Regs Section 1.148-2(g) of the Code provided that the Authority delivers to the Trustee an opinion of Bond Counsel that such action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

**Section 6.4 Net Proceeds Account.** Amounts on deposit in the Net Proceeds Account shall not be commingled with any other account or fund established under this Indenture. No sale or investment proceeds of any Bonds and no Pledged Revenues may be deposited to the Net Proceeds Account. The Authority hereby assigns to the Trustee its rights in any Net Proceeds deposited with the Trustee. The Authority agrees to have any such Net Proceeds paid directly to the Trustee. The Authority agrees to notify the Trustee immediately in writing in the case of damage, destruction or loss of all or any material portion of the Authority-Owned Facilities as a result of fire or other casualty or condemnation or loss of title but only to the extent the Authority has actual knowledge of any such damage, destruction or loss. The Trustee shall hold any such Net Proceeds paid to or for the benefit of the Authority in the Net Proceeds Account subject to further instructions of the Authority. Unless the Authority makes the election described in the following paragraph, the Net Proceeds may be disbursed to promptly repair, reconstruct and restore the Authority-Owned Facilities to substantially the same condition as before the damage, destruction, loss of title or condemnation with such alterations and additions as the Authority may determine and which will not impair the capacity or character of the Authority-Owned Facilities for their intended use. If the Net Proceeds are not sufficient to pay in full the costs of such repair, reconstruction and restoration, the Authority may, but shall not be obligated to, pay any excess costs from other available funds or make the election described in the following

paragraph. Any balance of Net Proceeds remaining after payment of the cost of any such repair or restoration shall be transferred to the Redemption Account of the Bond Fund and used to redeem Series 2020 Bonds in accordance with Section 4.3 of the First Supplemental Indenture. The Authority shall deliver to the Trustee a certificate indicating the completion of such repair or restoration executed by an Engineer prior to such transfer.

The Authority may, with the prior written consent of the Developer, elect not to restore the Authority-Owned Facilities in full or part but to apply Net Proceeds in full or part to the optional redemption or other redemption or defeasance of the Bonds in the manner otherwise permitted by the Indenture; provided, however, that (i) if available insurance proceeds are insufficient to pay the full cost to repair or replace the portion of such Authority-Owned Facilities, such amounts may, at the sole option of the Authority, be applied to the redemption or defeasance of the Bonds, unless sufficient funds are available from other sources to make up such insufficiency and (ii) neither the County nor the Authority shall be required to expend any of its own funds (other than any available insurance proceeds as provided above) to make up any such insufficiency. The Net Proceeds shall be transferred to the Redemption Account of the Bond Fund or an escrow account, at the written direction of the Authority. The Authority at the time of such election shall deliver to the Trustee an opinion of nationally recognized bond counsel that the proposed application of Net Proceeds will not adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

## ARTICLE VII

### FUNDS AND ACCOUNTS

Effective on the Closing Date, Article VII of the Original Indenture shall be amended and restated in its entirety to provide as follows in Sections 7.1 to 7.8 below.

**Section 7.1 Establishment of Funds.** The following funds are hereby established under this Indenture and shall be held by the Trustee:

- (a) Project Fund, in which there are established a separate Tax-Exempt Bond Project Account, a separate Taxable Bond Project Account, and a separate Net Proceeds Account;
- (b) Revenue Fund, in which there is established a separate Delinquent Payments Account;
- (c) Bond Fund, in which there are established an Interest Account, a Principal Account and a Redemption Account, and within the Redemption Account there are established a 2020 Optional Redemption Subaccount and a 2020 Prepayment Subaccount;
- (d) Administrative Expense Fund;
- (e) Debt Service Reserve Fund;
- (f) Rebate Fund; and



## (g) Surplus Fund.

**Section 7.2 Revenue Fund.** Except as set forth in Section 7.7 hereof, the Authority will cause Special Assessment Revenues, Special Tax Revenues and County Advanced Revenues to be collected and deposited in the Revenue Fund in accordance with the Memorandum of Understanding and will collect and immediately deposit in the Revenue Fund, as received, all other Pledged Revenues, and such other money as the Authority may determine, except as otherwise provided for in this Indenture for investment income on certain funds and accounts created by this Indenture and except for Prepayments, which will be deposited in the 2020 Prepayment Subaccount in the Redemption Account of the Bond Fund. The Trustee shall deposit in the Delinquent Payments Account only payments of Special Assessments or Special Taxes designated in writing by the Administrator, on behalf of the Authority and the County, as delinquent, and any penalties and interest thereon. Amounts in the Delinquent Payments Account shall be used for transfers to the Debt Service Reserve Fund as set forth in (c) below after making the transfers described in Sections 7.2(a) and (b). Except as set forth below, on the Business Day preceding each Interest Payment Date, the Trustee will make transfers from the Revenue Fund in the following order of priority:

(a) To the Administrative Expense Fund, the amount of any Special Assessments, Special Tax Revenues and County Advanced Revenues collected to pay Administrative Expenses and not retained by the County pursuant to the Memorandum of Understanding as provided in a written notice by the Authority or the Administrator, on behalf of the Authority, to the Trustee and any other Pledged Revenues necessary to pay Administrative Expenses;

(b) To the appropriate accounts in the Bond Fund, the amount necessary to make the following deposits:

(1) first, in the Interest Account an amount which, together with other amounts, if any, on deposit therein will equal the amount of interest due on the Bonds on such Interest Payment Date; and

(2) then, in the Principal Account an amount which, together with other amounts, if any, on deposit therein, will equal the principal amount (including any sinking fund installment), if any, due with respect to the Bonds on such Interest Payment Date;

(c) To the Debt Service Reserve Fund, if the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the amount of money necessary, in addition to amounts on deposit therein, to equal the Debt Service Reserve Requirement; provided that such payments shall be made only from money in the Delinquent Payments Account of the Revenue Fund or from County Advanced Revenues; and

(d) To the Rebate Fund, the amount, if any, equal to any Rebate Amount accrued (based on the most recent report of the Administrator filed with the Trustee and the Authority pursuant to Section 10.2(a)(vi) hereof), but not previously paid or provided for in the Rebate Fund.

In making the foregoing transfers from the Revenue Fund, the Trustee shall conclusively rely on a report furnished by the Administrator filed with the Trustee pursuant to Section 10.2(a)(i) setting forth the amount of County Advanced Revenues, Special Assessment Revenues and Special Tax Revenues to be applied as set forth above.

**Section 7.3 Bond Fund.**

(a) The Trustee will pay from the Principal Account the principal (including sinking fund installments) of the Bonds when due. The Trustee will pay from the Interest Account the interest on the Bonds when due. The Trustee will use money in the Redemption Account to redeem Bonds pursuant to any optional redemption provision exercised by the Authority or special mandatory redemption provisions or, if directed by an Authorized Authority Representative, to purchase Bonds on the open market; provided, however, (i) no money will be used to purchase Bonds to the extent it is required to pay the redemption price of any Bonds for which notice of redemption has been given as provided in Section 4.6, and (ii) Bonds will not be purchased at a price in excess of the applicable optional redemption price plus accrued interest.

(b) There shall, at the option of the Authority, be applied or credited against any sinking fund requirement for Bonds of a Series and maturity the principal amount of any Bonds of such Series and maturity that have been previously defeased or redeemed (other than by mandatory sinking fund redemption) before each such mandatory sinking fund redemption date or that have been purchased by the Authority or the Trustee on behalf of the Authority and delivered to the Trustee for cancellation at least seventy (70) days before each such mandatory sinking fund redemption date, provided such Bonds have not previously been applied as a credit against any mandatory sinking fund redemption payment. The credit will be applied against payments required to be made on mandatory sinking fund redemption dates on a generally pro-rata basis within such Series and maturity of Bonds as may be determined by the Administrator and accepted by the Trustee, unless the Trustee receives written instructions from the Authority at least seventy (70) days before such dates to apply the credit in some other order.

(c) On the Business Day immediately preceding a Principal or Interest Payment Date but after the transfers from the Revenue Fund required pursuant to Section 7.2, the Trustee will determine if the balance on deposit in the Principal Account and the Interest Account will be sufficient to pay the principal and interest due and payable on the Principal or Interest Payment Date, and if a deficiency exists, will promptly notify the Authority of such fact. If on any Principal or Interest Payment Date following the required transfers from the Revenue Fund, the balance on deposit in the Principal Account or the Interest Account is insufficient to pay the principal and interest due and payable on Outstanding Bonds, the Trustee will transfer the amount of the deficiency from the Debt Service Reserve Fund to the appropriate account in the Bond Fund.

(d) Prepayments shall be deposited into the 2020 Prepayment Subaccount and shall be applied to the special mandatory redemption of the 2020 Bonds pursuant to Section 4.3(a) of the First Supplemental Indenture.

(e) Transfers from the Debt Service Reserve Fund pursuant to Section 7.5(c) hereof shall be deposited into the 2020 Prepayment Subaccount of the Redemption Account and

shall be applied to the special mandatory redemption of the Series 2020 Bonds pursuant to Section 4.3(a) of the First Supplemental Indenture.

(f) Interest received on and any profit realized from the investment of money in the Bond Fund will become a part of the account and subaccount in which the investment is held.

**Section 7.4 Administrative Expense Fund.** Money deposited in the Administrative Expense Fund shall be held in trust by the Trustee and shall be applied by the Trustee to pay Administrative Expenses upon receipt by the Trustee of a written request signed by an Authorized Authority Representative specifying (i) the amount to be withdrawn, (ii) the Person to whom such amount is to be paid, (iii) the nature of such Administrative Expense and (iv) that such amount is a proper charge against the Administrative Expense Fund. Notwithstanding the foregoing, no proceeds of the Tax-Exempt Bonds may be used to pay Administrative Expenses allocable to the Series 2020A-T Bonds. Interest received on and any profit realized from the investment of money in the Administrative Expense Fund will become a part of such Fund. Amounts in the Administrative Expense Fund are not pledged to the payment of principal of, redemption premium, if any, and interest on the Bonds.

**Section 7.5 Debt Service Reserve Fund.**

(a) If amounts on deposit in the Bond Fund and the Surplus Fund are insufficient to make payments of principal of or interest on the Bonds when due, the Trustee will transfer money from the Debt Service Reserve Fund to the Bond Fund to the extent necessary to pay principal (including sinking fund installments) of and interest on the Bonds when due. If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the Trustee will transfer funds from the Surplus Fund and then from the Revenue Fund, but only from the Delinquent Payments Account or from County Advanced Revenues, to the Debt Service Reserve Fund to restore the Debt Service Reserve Requirement, to the extent and in the manner provided in Section 7.2(c).

(b) Within 10 days after each Principal Payment Date and Interest Payment Date and at such other times as the Authority may request in writing, the Trustee will determine if the balance on deposit in the Debt Service Reserve Fund is at least equal to the Debt Service Reserve Requirement. In making such determination, (i) the Trustee may take into account any reduction in the Debt Service Reserve Requirement that will result from any principal payment to be made on such Principal Payment Date or Interest Payment Date and (ii) securities in which money in the Debt Service Reserve Fund is invested will be valued in the manner set forth in Section 8.2. If a deficit exists in the Debt Service Reserve Fund, the Trustee will promptly notify the Authority of the deficit. If the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Trustee will transfer the excess to the Interest Account of the Bond Fund, or upon the written request of the Authorized Authority Representative to the Administrative Expense Fund, within five Business Days after such determination.

(c) Whenever a Prepayment is made and the Series 2020 Bonds are redeemed with the proceeds of such Prepayment pursuant to Section 4.3(a) hereof, a proportionate amount

in the Debt Service Reserve Fund (determined by the Administrator and accepted by the Trustee on the basis of the principal of the Series 2020 Bonds to be redeemed and the original principal of the Series 2020 Bonds), shall be transferred to the 2020 Prepayment Subaccount of the Redemption Account to be applied to the special mandatory redemption of the Series 2020 Bonds pursuant to Sections 4.3(a) and 7.3(e) hereof; provided that such transfer will be made only to the extent that an amount at least equal to the Debt Service Reserve Requirement will remain in the Debt Service Reserve Fund after such transfer.

**Section 7.6 Rebate Fund.** The Trustee shall hold money in the Rebate Fund in trust to be applied to pay any Rebate Amount. The Trustee shall pay to the Authority or to such place as the Authority may direct, upon written request of an Authorized Authority Representative, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with Section 148(f) of the Code. The Trustee shall have no responsibility for computation of the Rebate Amount, and the Authority shall cause the Rebate Amount to be calculated in accordance with the requirements of Section 148(f) of the Code.

The Authority may direct the Trustee in writing to use money in the Administrative Expense Fund in such amounts as the Authority may specify, in order to deposit the Rebate Amount in the Rebate Fund. The Administrator shall compute any Rebate Amount annually and, if necessary to provide sufficient money to pay the Rebate Amount, shall increase the Administrative Expenses as appropriate to have funds available in the Administrative Expense Fund to pay the Rebate Amount. Amounts in the Rebate Fund are not pledged to the payment of principal of, redemption premium, if any, and interest on the Bonds

**Section 7.7 Surplus Fund.** The Trustee shall deposit in the Surplus Fund amounts received from the County as Surplus in accordance with the provisions of the Memorandum of Understanding after providing the Trustee with the funds to make the deposits described in Section 7.2(a) through (d) above.

At the written request of the Authority, the Trustee shall make such payments or transfers of amounts on deposit in the Surplus Fund as may be authorized by the Memorandum of Understanding. At the written request of the Authority, the Trustee shall transfer to the County all or any portion of the amount on deposit in the Surplus Fund in excess of the amount necessary to be on deposit in the Surplus Fund. Such excess shall be equal to (A) the sum of (i) the funds on deposit in the Surplus Fund, plus (ii) the County Advanced Revenues projected to be available for debt service on the Bonds in the then current year less (B) an amount equal to 1.5 times debt service on the Bonds in such current year. No such transfer from the Surplus Fund shall result in the remaining balance in the Surplus Fund, immediately after such transfer, being less than one-half of the scheduled principal and interest due on the Bonds in the following one-year period.

Any amounts remaining in the Surplus Fund after the Bonds have been paid in full or are no longer Outstanding shall be paid to the County. Amounts in the Surplus Fund are not pledged to the payment of principal of, redemption premium, if any, and interest on the Bonds.

**Section 7.8 Disposition of Balances in Funds.** When the balances on deposit in the Bond Fund, the Debt Service Reserve Fund, and the Surplus Fund are sufficient to pay or redeem

all the Bonds then Outstanding, the Authority may direct the Trustee in writing to transfer the balances in such Funds to a special account in the Bond Fund to be held by the Trustee for the payment or redemption of Bonds at the earliest practicable date and for no other purpose.

## ARTICLE VIII

### THE ADMINISTRATOR

**Section 8.1 Acknowledgement and Acceptance.** By its signature below, the Administrator acknowledges and accepts the supplements and amendments to the Original Indenture made by this First Supplemental Indenture.

## ARTICLE IX

### GENERAL COVENANTS OF THE AUTHORITY

**Section 9.1 Covenants and Representations.** The Authority will faithfully observe and perform all of its covenants, conditions and agreements contained in the Indenture, this First Supplemental Indenture and in every Bond executed, authenticated and delivered under this Indenture; provided that the pecuniary liability of the Authority under any such covenant, condition or agreement for any default or breach by the Authority will be limited solely to and satisfied solely from the sources of payment described in Section 9.1 of the Indenture. The Authority represents that (i) it is duly authorized under the Constitution and laws of the Commonwealth to issue the Series 2020 Bonds and to execute this First Supplemental Indenture and to pledge the Pledged Revenues and funds in the manner and to the extent set forth in the Indenture, (ii) all action on its part necessary for the execution and delivery of this First Supplemental Indenture has been duly and effectively taken, and (iii) the Series 2020 Bonds in the hands of the Owners are and will be valid and enforceable limited obligations of the Authority.

**Section 9.2 Further Assurances.** Subject to the provisions of Section 9.1 of the Indenture, the Authority will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require to further assure the effective transfer, conveyance, pledge and assignment to the Trustee of all the rights and funds assigned by the Indenture or this First Supplemental Indenture to secure the payment of the principal of and premium, if any, and interest on the Bonds. The Authority will fully cooperate with the Trustee and the Owners in protecting the rights and security of the Owners.

**Section 9.3 Deletion of Section 9.11 of Original Indenture.** Section 9.11 of the Original Indenture, entitled "Rating," shall, effective on the Closing Date, be deleted in its entirety.

## ARTICLE X

### TRUSTEE AND PAYING AGENT

**Section 10.1 Appointment and Acceptance of Duties.** The Trustee accepts and agrees to the trusts created by this First Supplemental Indenture, but only upon the additional terms set forth in Article XII of the Indenture, to all of which the Authority, and the Owners, by their purchase and acceptance of the Bonds, agree.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.1 Limitation of Liability of Directors, Officers, etc., of Authority and the Trustee.** No covenant, agreement or obligation contained in this First Supplemental Indenture will be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority, the Trustee or the Paying Agent in his or her individual capacity, and neither the officers of the Authority, the Trustee or the Paying Agent nor any of their directors, employees or agents executing or authenticating the Bonds will be liable personally on the Bonds or be subject to any personal liability or accountability by reason of their issuance. No director, officer, employee, agent or adviser of the Authority, the Trustee or the Paying Agent will incur any personal liability with respect to any action taken by him or her pursuant to this First Supplemental Indenture, provided such director, officer, employee, agent or adviser acts in good faith.

**Section 11.2 Interested Parties.** Nothing in this First Supplemental Indenture expressed or implied is intended or will be construed to confer upon any Person other than the Authority, the Trustee and the Owners of the Bonds, any right, remedy or claim under or by reason of this First Supplemental Indenture, this First Supplemental Indenture being intended to be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Bonds.

**Section 11.3 Severability of Invalid Provisions.** If any clause, provision or section of this First Supplemental Indenture is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this First Supplemental Indenture will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

**Section 11.4 Counterparts.** This First Indenture may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and the counterparts will together constitute one and the same instrument.

**Section 11.5 Governing Law.** This First Supplemental Indenture will be governed by the laws of the Commonwealth without regard to conflicts of law principles.

**Section 11.6 Successors and Assigns.** This First Supplemental Indenture will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have caused this Trust Indenture to be executed on their behalf by their duly authorized officers.

**MOSAIC DISTRICT COMMUNITY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Treasurer

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Its:

ACKNOWLEDGED AND ACCEPTED:

**MUNICAP, INC.,**  
as Administrator

By: \_\_\_\_\_  
Authorized Officer



R-1

**EXHIBIT A**  
**Form of Series 2020 Bond**

CUSIP

**UNITED STATES OF AMERICA**  
**COMMONWEALTH OF VIRGINIA**

**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY**  
**REVENUE REFUNDING BOND**  
**[TAXABLE] SERIES 2020[A] [A-T]**

<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>DATED DATE</b>
%	_____1, _____	_____, 2020

**REGISTERED OWNER:****PRINCIPAL AMOUNT:**

**MOSAIC COMMUNITY DEVELOPMENT AUTHORITY** (the “Authority”), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this Bond, to the registered owner of this Bond or legal representative, the principal sum stated above on the maturity date stated above, and to pay solely from such source, interest on the principal amount of this Bond at the annual rate stated above, payable on each [March 1 and September 1], commencing on \_\_\_\_\_ 1, 2021, all subject to prior redemption as described in this Bond. This Bond will bear interest (i) from its date if this Bond is authenticated before \_\_\_\_\_ 1, 2021, or (ii) otherwise, from the March 1 or September 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless the payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid). The principal of and redemption premium, if any, on this Bond is payable upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture (as hereinafter defined), or its successor in trust (the “Trustee”). Interest on this Bond will be paid by check or draft mailed to the person registered on the February 15 or August 15, as appropriate, next preceding the interest payment date as the registered owner of this Bond at the address of such person as it appears on the registration books of the Authority maintained by the Paying Agent. Interest on this Bond will be computed on the basis of a year of 360 days and twelve 30-day months. Notwithstanding the foregoing, if (i) the registered owner of this Bond owns at least \$1,000,000 in aggregate principal amount of Bonds and (ii) such owner has provided satisfactory prior notice of a wire address to the Trustee, then interest on this Bond will be paid by wire transfer. So long as Cede & Co. or any other nominee of DTC, as defined in the Indenture (as defined herein), is the registered owner of this Bond, principal of and premium, if any, and interest on this Bond shall be paid as provided in the Indenture. Principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. In case the date of maturity of the

principal of this Bond or the date fixed for the payment of interest on or the redemption of this Bond is not a Business Day (as defined in the Indenture), then payment of the principal and redemption premium, if any, and interest need not be made on such date, but may be made on the next succeeding date which is a Business Day, and if made on such next succeeding Business Day no additional interest will accrue for the period after such date of maturity or date fixed for redemption.

This Bond and the issue of which it is a part and the redemption premium, if any, and interest on this Bond are limited obligations of the Authority and payable solely from the revenues and other property pledged and assigned to the Trustee under the terms of the Indenture to secure payment of this Bond. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH INCLUDING THE COUNTY OF FAIRFAX IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THIS BOND. THE ISSUANCE OF THIS BOND DOES NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY OBLIGATE THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA INCLUDING THE COUNTY OF FAIRFAX TO LEVY ANY TAXES OR MAKE ANY APPROPRIATION FOR THE PAYMENT OF THIS BOND EXCEPT FROM PLEDGED REVENUES.

This Bond is one of an issue of \$\_\_\_\_\_ Revenue Bonds, [Taxable] Series 2020[A] [A-T] (the “Bonds”). The Bonds are of like tenor, except as to number, denomination, interest rate, maturity date and privilege of redemption and are authorized and issued by the Authority pursuant to the Act for the purpose of providing funds to refund bonds previously issued by the Authority to pay the cost of acquiring and constructing certain infrastructure benefiting property within the boundaries of the Authority (the “Project”). The Bonds are issued under and are equally and ratably secured by a Trust Indenture, dated as of June 1, 2011, as amended and supplemented pursuant to the First Supplemental Indenture, dated as of \_\_\_\_ 1, 2020 (as so amended and supplemented, the “Indenture”), between the Authority and the Trustee. The Bonds are payable from revenues derived from special assessments levied on taxable property within the Authority’s boundaries and certain other incremental tax revenues. Reference is made to the Indenture for a description of the revenues and property pledged and assigned and the provisions, among other things, with respect to the nature and extent of the security for the Bonds, the rights and obligations of the Authority and the Trustee, the terms on which the Bonds are issued, the rights of the registered owners of the Bonds and the provisions for defeasance of such rights. Additional bonds ranking equally with the Bonds may be issued on the terms provided in the Indenture.

The Bonds may not be called for redemption except as provided in the Indenture and described in the succeeding numbered paragraphs.

(1) The Series [A][A-T] Bonds maturing after March 1, 20\_\_\_\_, are subject to redemption before maturity at the option of the Authority at any time, or from time to time, on or after March 1, 20\_\_\_\_, from any money available for such purpose, in whole or in part in increments of \$5,000 or any integral multiple of \$5,000 upon payment of the

principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date.

(2) [Make-whole redemption provisions for Series 2020A-T Bonds?]

(3) The Bonds are required to be redeemed in part before maturity by the Authority on the dates and in the amounts set forth below, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date:

<b>Series 2020A Bonds Due March 1, 2036</b>			
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>

<b>Series 2020A-T Bonds Due March 1, 2036</b>			
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>

There shall, at the option of the Authority, be applied or credited against any sinking fund requirement for Bonds the principal amount of any Bonds that have been previously defeased or redeemed (other than by mandatory sinking fund redemption) before each such mandatory sinking fund redemption date or that have been purchased by the Authority or the Trustee on behalf of the Authority and delivered to the Trustee for cancellation at least seventy (70) days before each such mandatory sinking fund redemption date, provided such Bonds have not previously been applied as a credit against any mandatory sinking fund redemption payment.

(4) The Bonds are subject to special mandatory redemption in whole or in part in minimum amounts of \$5,000, at a redemption price equal to the principal amount to be redeemed together with accrued interest thereon to the date fixed for redemption on any March 1, June 1, September 1, or December 1 as follows:

(i) from amounts deposited into the 2020 Prepayment Subaccount of the Redemption Account as a result of Prepayments pursuant to Section 7.3(d) of the Indenture and transfers from the Debt Service Reserve Fund pursuant to Sections 7.3(e) and 7.5(c) of the Indenture; and

(ii) from any Net Proceeds transferred to the Redemption Account in accordance with Section 6.4 of the Indenture.

If any of the Bonds are called for redemption, the Paying Agent will cause a notice of redemption to be mailed postage prepaid, not less than 30 nor more than 60 days before the date fixed for redemption, to the registered owners of the Bonds called for redemption, at their respective addresses as they appear on the registration books maintained by the Trustee. The receipt of notice is not to be a condition precedent to the redemption and failure to mail a notice to a registered owner will not affect the validity of the proceedings for the redemption of the Bonds of any other registered owners. If this Bond is duly called for redemption and payment of the principal of and premium, if any, and unpaid interest accrued to the date fixed for redemption has been made or provided for, then, notwithstanding that this Bond has not been surrendered for cancellation, interest on this Bond will cease to accrue from the redemption date, and, from and after the redemption date, this Bond will no longer be entitled to any lien, benefit or security under the Indenture, and the registered owner of this Bond will have no rights in respect of this Bond except to receive payment of the principal of and redemption premium, if any, and unpaid interest accrued to the date fixed for redemption on this Bond.

Whenever this Bond shall be maintained in book-entry form with a securities depository in accordance with Section 3.4 of the Indenture, in the event that part, but not all, of this Bond shall be called for redemption, the holder of this Bond may elect not to surrender this Bond in exchange for a new Bond and in such event shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto. For all purposes, the principal amount of this Bond outstanding at any time shall be equal to the lesser of (A) the Principal Amount shown on the face hereof and (B) such Principal Amount reduced by the principal amount of any partial redemption of this Bond following which the holder of this Bond has elected not to surrender this Bond. The failure of the holder hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy thereon, shall not affect the payment obligation of the Authority hereunder. THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.

The registered owner of this Bond has no right to enforce the provisions of the Indenture or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect to the Indenture, except as provided in the Indenture. Modifications or alterations in the Indenture, or any supplements to it, may be made to the extent and under the circumstances provided by the Indenture.

The Bonds are issued as registered bonds without coupons in denominations of \$5,000 or any integral multiple of \$5,000. Upon surrender of this Bond at the designated corporate trust office of the Trustee, in the manner and subject to the limitations and conditions provided for in

the Indenture, this Bond may be exchanged for an equal aggregate principal amount of Bonds of like Series, date and tenor and of authorized denominations.

The transfer of this Bond may be registered by the registered owner in person or by his or her duly authorized attorney or legal representative at the principal office of the Paying Agent, but only in the manner and subject to the limitations and conditions provided for in the Indenture and upon surrender and cancellation of this Bond. Upon the registration of any transfer, the Authority will execute and the Paying Agent will authenticate and deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of like series, date and tenor, bearing interest at the same rate and in the same manner and of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive. Before due registration of any transfer of this Bond, the Trustee will treat the registered owner shown on the registration books maintained by the Paying Agent as the person exclusively entitled to payment of principal of and redemption premium, if any, and interest on this Bond, and the exercise of all other rights and powers of the owner.

All acts and conditions required to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed.

This Bond will not become obligatory for any purpose or be entitled to any security or benefit under the Indenture or be valid until the Trustee has executed the Certificate of Authentication appearing on this Bond.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Mosaic District Community Development Authority has caused this Bond to be executed by the manual or facsimile signature of its Chairman, its seal or a facsimile thereof to be printed on this Bond and attested by the manual or facsimile signature of its Secretary.

**MOSAIC DISTRICT COMMUNITY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Secretary

\* \* \* \* \*

AUTHENTICATION DATE: \_\_\_\_\_,

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Indenture.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,** as Trustee

By: \_\_\_\_\_  
Authorized Signature

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF TRANSFEREE

---

---

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF  
TRANSFEREE)

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this Bond and all rights hereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_, attorney, to transfer this  
Bond on the books kept for its registration, with full power of substitution.

Dated: \_\_\_\_\_ Tax I.D. No. \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(NOTICE: 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.)

\_\_\_\_\_  
Registered Owner  
(NOTE: The signature above  
must correspond exactly with  
the name of the registered  
owner as it appears on the  
front of this Bond.)



## PAYMENT GRID

<u>Date of Payment</u>	<u>Principal Amount Paid</u>	<u>Principal Amount Outstanding</u>	<u>Holder Signature</u>

## NEW ISSUE/BOOK-ENTRY ONLY

RATING: \_\_\_\_\_: “\_\_”

*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 2020A Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under current law, the 2020A Bonds and the 2020A-T Bonds, their transfer and the income therefrom, including any profit made on their sale, are free from taxation by the Commonwealth of Virginia and its political subdivisions. Under current law, interest on the 2020A-T Bonds will be includable gross income of the owners thereof for federal income tax purposes. See “TAX MATTERS-2020A Bonds” and “TAX MATTERS-2020A-T BONDS” herein for a description of certain provisions regarding the Code and the Code of Virginia that may affect the tax treatment of interest on the 2020 Bonds for certain bondholders.*

\$ \_\_\_\_\_\*  
**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY**  
**(FAIRFAX COUNTY, VIRGINIA)**

\$ \_\_\_\_\_\* **Revenue Refunding Bonds,**  
**Series 2020A**

\$ \_\_\_\_\_\* **Revenue Refunding Bonds,**  
**Taxable Series 2020A-T**

**Dated: Date of Initial Delivery****Due: March 1, as shown on the inside cover page**

This Official Statement has been prepared by the Mosaic District Community Development Authority (the “Authority”) to provide information on the Authority’s \$ \_\_\_\_\_\* Revenue Refunding Bonds, Series 2020 (the “2020 Bonds”) consisting of the Authority’s \$ \_\_\_\_\_\* Revenue Refunding Bonds, Series 2020A (the “2020A Bonds”), and the Authority’s \$ \_\_\_\_\_\* Revenue Refunding Bonds, Taxable Series 2020A-T (the “2020A-T Bonds”). Selected information is presented on this cover page for the convenience of the reader. This cover page is not a summary of the issue. To make an informed decision regarding the 2020 Bonds, a prospective investor should read this Official Statement in its entirety.

The 2020 Bonds are limited obligations of the Authority, payable solely from and secured by a pledge of certain County Advanced Revenues and certain Special Assessment Revenues (each term as defined herein), subject to appropriation by the Fairfax County Board of Supervisors, and certain funds established under the provisions of a Trust Indenture, dated as of June 1, 2011, as amended and supplemented by the First Supplemental Trust Indenture, dated as of December 1, 2020 (collectively, “Indenture”), each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”). The 2020 Bonds are being issued to provide funds, together with other funds of the Authority, (i) to refund certain outstanding bonds of the Authority, (ii) to fund a debt service reserve fund for the 2020 Bonds, and (iii) to pay certain costs relating to the issuance of the 2020 Bonds.

Interest on the 2020 Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2021. The 2020 Bonds are being issued in fully registered book-entry form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

The 2020 Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption as described herein.

NEITHER THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA (THE “COMMONWEALTH”), NOR THE FAITH AND CREDIT OF THE AUTHORITY, ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, VIRGINIA (“FAIRFAX COUNTY”), ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020 BONDS. THE ISSUANCE OF THE 2020 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COMMONWEALTH, THE AUTHORITY OR ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, TO LEVY ANY TAXES WHATSOEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FOR THE LEVY BY FAIRFAX COUNTY OF THE SPECIAL ASSESSMENTS, THE PAYMENT OF WHICH IS SUBJECT TO APPROPRIATION BY THE FAIRFAX COUNTY BOARD OF SUPERVISORS. PURSUANT TO THE ACT (AS HEREINAFTER DEFINED), THE COMMONWEALTH AND ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, ARE EXPRESSLY PRECLUDED FROM PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020 BONDS EXCEPT FROM THE SPECIAL ASSESSMENTS AND THE COUNTY ADVANCED REVENUES.

*The 2020 Bonds are offered for delivery when, as and if issued, subject to the opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, as to the validity of the 2020 Bonds, the excludability from gross income of interest on the 2020A Bonds for federal income tax purposes, and the exemption from taxation by the Commonwealth of interest on the 2020 Bonds. Certain legal matters will be passed upon for the Authority by Elizabeth D. Teare, Esquire, Fairfax County Attorney, and for the Underwriters by McGuireWoods LLP, Tysons, Virginia. It is expected that the 2020A Bonds will be available for delivery to DTC in New York, New York, on or about December \_\_, 2020.*

**Stifel, Nicolaus & Company, Incorporated**

**Citigroup****Piper Sandler**

Dated: October \_\_, 2020

\*Preliminary, subject to change.

**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY**

**(FAIRFAX COUNTY, VIRGINIA)**

**MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS\***

**Base CUSIP<sup>†</sup> Number 61945D**

**\$ \_\_\_\_\_ \* REVENUE REFUNDING BONDS, SERIES 2020A**

<u>Maturity Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Priced to</u> <u>Yield</u>	<u>CUSIP<sup>†</sup></u> <u>Suffix</u>
2022	\$	%	%	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				

\$ \_\_\_\_\_ \* \_\_% Term Bonds Due March 1 2036\*, Priced to Yield \_\_%

<sup>†</sup> CUSIP<sup>®</sup> 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 Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the 2020 Bonds.

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\*Preliminary, subject to change.

**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY**

**(FAIRFAX COUNTY, VIRGINIA)**

**MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS\***

**Base CUSIP<sup>†</sup> Number 61945D**

**\$\_\_\_\_\_ \* REVENUE REFUNDING BONDS, TAXABLE SERIES 2020A-T**

<u>Maturity Date</u> <u>March 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>CUSIP<sup>†</sup></u> <u>Suffix</u>
2022	\$	%	%	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				

\$\_\_\_\_\_ \* \_\_% Term Bonds Due March 1 2036\*, Price \_\_%

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\*Preliminary, subject to change.

**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY (VIRGINIA)**

**BOARD OF DIRECTORS**

THE HONORABLE DALIA A. PALCHIK, *CHAIR*

THE HONORABLE JOHN W. FOUST, *VICE-CHAIR*

MR. JOSEPH LAHAIT, *TREASURER*

MS. BARBARA BYRON, *SECRETARY*

MS. KAREN R. HAMMOND, *MEMBER*

MUNICAP, INC., COLUMBIA, MARYLAND, *ADMINISTRATOR*

ELIZABETH D. TEARE, ESQ., FAIRFAX COUNTY ATTORNEY, *AUTHORITY'S COUNSEL*

NORTON ROSE FULBRIGHT US LLP, WASHINGTON, D.C., *BOND COUNSEL*

PFM FINANCIAL ADVISORS LLC, ARLINGTON, VIRGINIA, *FINANCIAL ADVISOR*

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., RICHMOND, VIRGINIA,  
*TRUSTEE*

No person has been authorized by the Authority to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the 2020 Bonds and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the 2020 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are 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 Authority since the date hereof. This Official Statement is not to be construed as a contract or agreement between the Authority or the County and the purchasers or owners of any of the 2020 Bonds. An electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement, in which case the printed Official Statement controls.

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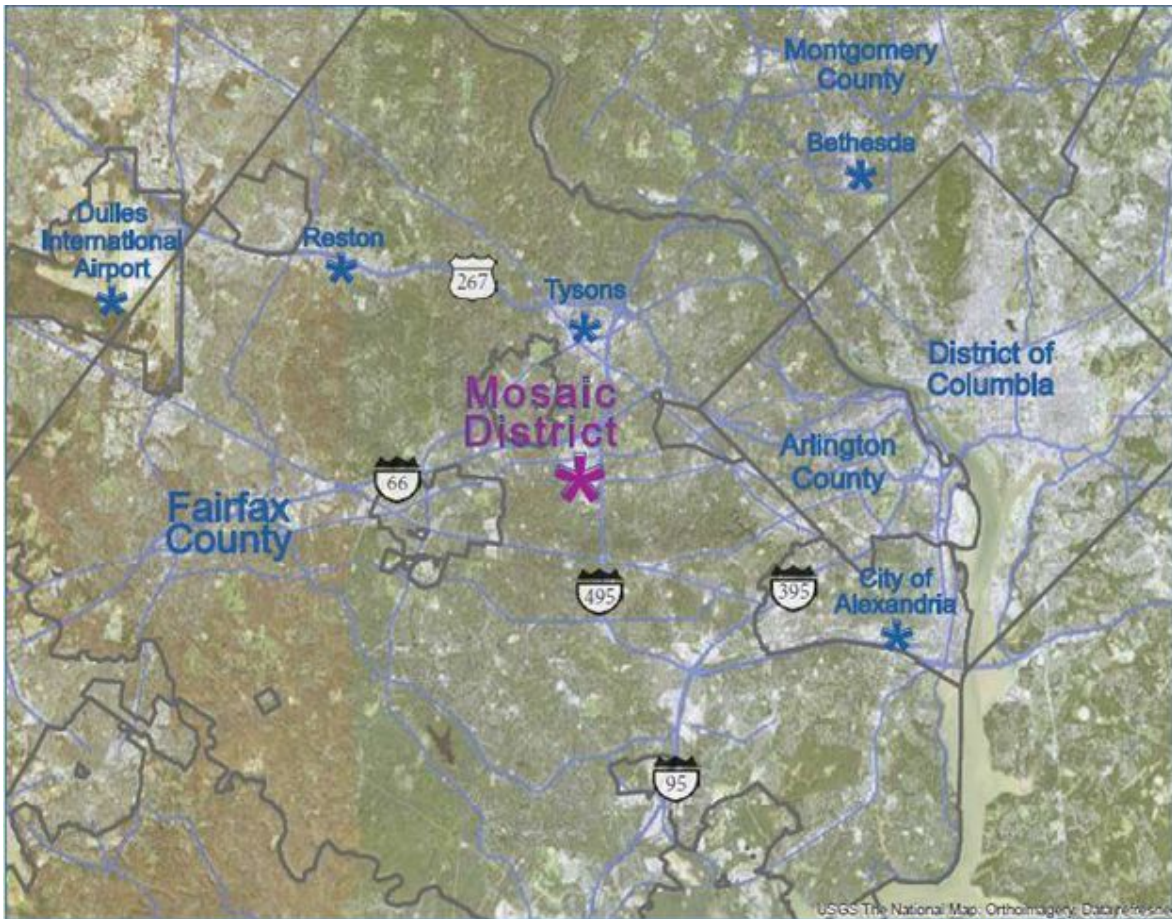
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## APPENDICES

- A – Tax Increment Projection Study
- B – Rate and Method of Apportionment of Special Assessments
- C – The District
- D – The County's Financial Statements for Fiscal Year Ended June 30, 2019 (including District Information)
- E – Certain Financial, Economic and Demographic Information Concerning Fairfax County, Virginia
- F – Definitions and Summary of Certain Provisions of the Indenture
- G – Proposed Form of Bond Counsel Opinion
- H – Proposed Form of Continuing Disclosure Agreement

## THE MOSAIC DEVELOPMENT

### Location Map





**MOSAIC DISTRICT [Need updated picture]**

## PRELIMINARY OFFICIAL STATEMENT

\$ \_\_\_\_\_ \*

MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY  
(FAIRFAX COUNTY, VIRGINIA)\$ \_\_\_\_\_ \* Revenue Refunding Bonds,  
Series 2020A\$ \_\_\_\_\_ \* Revenue Refunding Bonds,  
Taxable Series 2020A-T

## INTRODUCTION

This Preliminary Official Statement, which includes the cover page, the inside cover pages and the Appendices, sets forth certain information in connection with the issuance by the Mosaic District Community Development Authority (the “Authority”) of its \$ \_\_\_\_\_ \* Revenue Refunding Bonds, Series 2020 (the “2020 Bonds”), consisting of the Authority’s \$ \_\_\_\_\_ \* Revenue Refunding Bonds, Series 2020A (the “2020A Bonds”), and the Authority’s \$ \_\_\_\_\_ \* Revenue Refunding Bonds, Taxable Series 2020A-T (the “2020A-T Bonds”).

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix F attached hereto.

The 2020 Bonds are limited obligations payable primarily from (1) certain incremental real estate tax revenues (the “County Advanced Revenues”) collected by Fairfax County, Virginia (“Fairfax County” or the “County”), and paid to the Trustee pursuant to the terms of the Amended and Restated Memorandum of Understanding, dated as of June 1, 2011 (the “Memorandum of Understanding”), among Fairfax County, the Authority, Eskridge (E&A), LLC and Eskridge Properties (E&A), LLC, as co-developers (collectively, the “Developer”) and (2) certain special assessments (“Special Assessments”) imposed and collected, at the request of the Authority, by Fairfax County against the taxable real property in the Mosaic District Community Development Authority District (the “District”) pursuant to the terms of a Rate and Method of Apportionment of Special Assessments (the “Rate and Method”). A copy of the Rate and Method is attached as Appendix B hereto.

County Advanced Revenues consist of an amount determined each calendar year equal to that portion of the real estate taxes on property within the District collected by Fairfax County that is attributable to the increased value between the assessed value of each parcel of land within the District in such calendar year and the base assessed value of each such parcel (which base assessed value was determined as of January 1, 2007) and that are necessary to pay debt service on the 2020 Bonds and certain Administrative Expenses. In the event that County Advanced Revenues are insufficient to pay principal of and interest on the 2020 Bonds when due and certain administrative costs of the Authority, Fairfax County has agreed to collect the Special Assessments in an amount equal to any shortfall.

Unless prepaid, the Special Assessments are payable in installments at the same time that general real estate taxes are paid in Fairfax County. Special Assessments, when imposed, will be made a lien on parcels subject to taxation in the District, and Fairfax County has agreed to apply its customary tax payment enforcement procedures to the collection of any delinquent payments of the Special Assessment annual installment. Such collection procedures may include judicial foreclosure proceedings for the benefit of the Authority. A delinquency in the payment of Special Assessments may result in a default or delay in the payment of debt service on the 2020 Bonds. In such event, Fairfax County is not permitted to advance any of its own funds to pay debt service on the 2020 Bonds (other than from the County Advanced Revenues), and no other party, including the Administrator (as hereinafter defined) and any District landowner, is obligated to remedy such delinquency. Special Assessments will be collected only to the extent County Advanced Revenues are not sufficient to pay debt service on the 2020 Bonds and the Administrative Expenses (as defined in Appendix F). The Memorandum of Understanding provides for the levy of a special *ad valorem* tax in the District (the “Special Tax”) in the event that the Special Assessments are determined to be legally unenforceable in a final decree by a court of competent jurisdiction.

---

\*Preliminary, subject to change.

Fairfax County's undertaking to make payments to the Authority of Annual Installments (as defined in the Rate and Method) of the County Advanced Revenues or of Special Assessment Revenues will not be a general obligation of Fairfax County and will be subject to and dependent on appropriations being made from time to time by the Board of Supervisors of Fairfax County (the "Board of Supervisors") for such purposes. In addition, payment of County Advanced Revenues and Special Assessments to the Authority will be made by Fairfax County only to the extent of County Advanced Revenues or Special Assessment Revenues, as appropriate, actually collected by Fairfax County.

Because the Authority's receipt of County Advanced Revenues or Special Assessments cannot be guaranteed, investment in the 2020 Bonds involves a degree of risk, and a prospective purchaser is advised to read this entire Official Statement, including the appendices hereto.

The financial and operating data contained in this Official Statement, and in particular under the captions "\_\_\_\_\_" and "\_\_\_\_\_" and in Appendices [C, D and E,] are as of the dates and for the periods indicated, which in many cases 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 **"CERTAIN BONDHOLDERS' RISKS-Risks Relating to COVID-19 Pandemic"** and **"Appendix E- ECONOMIC FACTORS-COVID-19 Matters."**

This Official Statement includes forward-looking estimates and assumptions derived from the Tax Increment Projection Study (hereinafter described), as well as from other information currently available to the Authority. There are a number of factors affecting the District that could cause the actual payment or prepayment of special assessments and the payment of the County Advanced Revenues to be materially different from such estimates and assumptions and could cause the value of real property within the District to decrease and adversely affect the Value-To-2020 Bonds ratio included in this Official Statement.

This introduction is qualified in its entirety by information found elsewhere in this Official Statement. This Official Statement speaks only as of its date, and the information herein is subject to change.

### **The District**

The District consists of a land area of approximately 31 acres within Fairfax County on a site located in the southwest quadrant of the intersection of Lee Highway and Gallows Road in the Merrifield area. The District is approximately 12 miles west of Washington, D.C. The District is part of a mixed-use development developed by Eskridge (E&A), LLC, a South Carolina limited liability company ("Eskridge"), or its successor or assigns, and Eskridge Properties (E&A), LLC, a South Carolina limited liability company ("Eskridge Properties"), or its successor or assigns (collectively, the "Developer"). The District includes residential, retail, hotel, and office components. The overall development is referred to herein as the "Mosaic Development." [update][All of the real estate in the District is currently owned by Eskridge, except for the hotel parcel conveyed to Lodgeworks, L.P.]

See the sections **"THE DISTRICT"** for a more detailed description of the District and the infrastructure financed by the Authority.

### **Application of Proceeds; Refunding Plan**

The 2020 Bonds will be issued pursuant to Article 6 of Chapter 51 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Act"), (a) to provide funds, with other available funds, to defease or to refund and to redeem prior to their respective maturities outstanding bonds, including all previously issued and outstanding bonds of the Authority, referred to hereafter as the "Refunding Candidates" as shown below, (b) to fund the Debt Service Reserve Fund for the 2020 Bonds, and (c) to pay certain costs of issuing the 2020 Bonds. See the sections **"THE DISTRICT - The CDA Facilities"** and **"ESTIMATED SOURCES AND USES OF FUNDS."**

## Refunding Candidates\*

<u>Refunded Bonds*</u>	<u>Principal Amount*</u>	<u>Maturities (March 1)*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP† Nos.</u>
2011A	\$990,000	2021	(n/a; maturity date)	n/a	61945D AA9
2011A	7,595,000	2026	March 1, 2021	100%	61945D AB7
2011A	35,805,000	2036	March 1, 2021	100	61945D AC5
2011A-T	18,670,000	2036	March 1, 2021	100	61945D AD3

\*Preliminary, subject to change.

†The Authority shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders, and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the 2020 Bonds.

The purpose of the refunding is to achieve present value debt service savings. The Authority's decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Bonds. The Refunding Candidates, if any, that are refunded or defeased with proceeds of the Bonds are referred to as the "Refunded Bonds." The final Refunded Bonds will be described in the final Official Statement.

Upon delivery and issuance of the Bonds by the Authority, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with The Bank of New York Mellon Trust Company, N.A., as escrow agent (in such capacity, the "Escrow Agent"), pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal and interest on the Refunded Bonds to their respective redemption or maturity dates. The arithmetical computations of the sufficiency of the cash and securities deposited with the Escrow Agent to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA, LLC, Shawnee Mission, Kansas.

#### Authorization of 2020 Bonds; Limited Obligations

The 2020 Bonds will be issued pursuant to a Trust Indenture, dated as of June 1, 2011 (the "Original Indenture"), as amended and supplemented by the First Supplemental Trust Indenture, dated as of December 1, 2020 (the "First Supplemental Indenture" and, collectively with the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the "Indenture"), each between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"). The 2020 Bonds will be limited obligations of the Authority payable solely from the County Advanced Revenues and certain Special Assessment Revenues after payment of Administrative Expenses and subject to appropriation by the Fairfax County Board of Supervisors, and certain cash and investments from time to time held in certain funds under the Indenture, including the Debt Service Reserve Fund.

#### County Advanced Revenues

Under the Memorandum of Understanding, the County has agreed to pay the County Advanced Revenues to the Trustee. Payment of County Advanced Revenues to the Trustee is subject to appropriation each year by the Board of Supervisors and will be made only to the extent of County Advanced Revenues actually collected. See the section "COUNTY ADVANCED REVENUES."

#### Special Assessments; Rate and Method

[update for 2020 Bonds] At the request of the Authority, the Board of Supervisors of Fairfax County has adopted the Rate and Method imposing special assessments on certain real property in the District in the aggregate amount of [\$208,854,917] (the "Preliminary Maximum Assessment") and providing for their collection by Fairfax County. The Preliminary Maximum Assessment was approved based on estimated principal of and interest on the 2011 Bonds and on certain proposed 2011B Bonds that were never issued. In connection with the issuance of the

2011 Bonds and in accordance with the provisions of the Rate and Method, the Preliminary Maximum Assessment was reduced to \$\_\_\_\_\_ (the “2011 Maximum Assessment”) based on actual principal of and interest on the 2011 Bonds and estimated Administrative Expenses. In connection with the issuance of the 2020 Bonds and in accordance with the provisions of the Rate and Method, the 2020 Maximum Assessment is expected to be reduced based on actual principal of and interest on the 2020 Bonds and estimated Administrative Expenses (the “Maximum Assessment”). The Rate and Method is included as Appendix B hereto and should be read in its entirety for an understanding of the methodology of apportionment and the imposition of the Maximum Assessment. See the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES - Rate and Method of Apportionment of Special Assessments.”**

The Maximum Assessment will be reduced to the extent that actual principal of and interest on the 2020 Bonds and Administrative Expenses are less than the amounts used to calculate the Maximum Assessment and to the extent County Advanced Revenues are applied to repay the 2020 Bonds. The Maximum Assessment includes a Special Assessment Part A (referred to herein as the “Special Assessments”) and a Special Assessment Part B (referred to herein as the “2011B Special Assessments”). The Special Assessment Part A (or “Special Assessments”) is pledged to the 2020 Bonds and will be reduced by County Advanced Revenues. The 2011B Special Assessments would have been pledged to certain 2011B Bonds had they been issued. The First Supplemental Indenture prohibits the issuance of bonds (such as the 2011B Bonds had they been issued) secured by 2011B Special Assessments.

[to be revised] The Authority, Fairfax County and Eskridge and Lodgeworks as owners of the real estate in the District, and the Trustee entered into one or more agreements designated Special Assessment Agreement and Declaration of Notice of Special Assessment, dated as of June 1, 2011 (collectively, the “Special Assessment Agreement”) providing for the recordation of an assessment lien with respect to the Special Assessments on certain taxable property within the District (excluding any property as to which the Special Assessment has been prepaid (see the section below, **“Prepayments”**)). As required by the Act, Special Assessments collected by Fairfax County are subject to appropriation to the Trustee for the benefit of the Authority by the Board of Supervisors.

### **Prepayments**

The taxable properties in the District as described herein under the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES”** will be subject to assessment by the Board of Supervisors at the request of the Authority. Owners of the real estate in the District will have the option to prepay the applicable Special Assessments at any time. Following the issuance of the 2020 Bonds, the Authority does not expect, however, that a substantial amount of Special Assessments will be prepaid as parcels or portions thereof are sold or leased. If a Special Assessment is prepaid in full with respect to any parcel, such parcel will no longer be subject to Special Assessment. Any such prepayment will be used to redeem 2020 Bonds pursuant to special mandatory redemption provisions. See the section **“THE 2020 Bonds - Special Mandatory Redemption.”** Before the issuance of the 2011 Bonds, the Special Assessment applicable to the real estate subsequently acquired by Target Corporation, consisting of approximately 168,900 square feet and 661 parking spaces, was prepaid, and such property will not be subject to Special Assessments. The prepayment of such Special Assessment applicable to the Target Corporation real estate will not result in redemption of any of the 2020 Bonds.

### **Assessed Values**

[placeholder for Assessed valuation discussion, table or cross-reference] See the section **“-----”**

### **Value-to-Bonds Ratio**

[to be updated and revised to reflect tax assessments rather than developer estimates] Based on information provided by \_\_\_\_\_, the estimated market values of the taxable real property in the District (excluding the real property conveyed to Target Corporation with respect to which the Special Assessments were expected to be prepaid as described herein) and the ratio of such estimated values to the 2020 Bonds is \_\_\_\_\_x. [cross-reference to table or study]

The value-to-bonds ratio is based on information derived from the \_\_\_\_\_ and information provided by \_\_\_\_\_. No assurance can be given that the foregoing ratio can or will be maintained during the period of time that the 2020 Bonds are Outstanding because, in addition to factors that could cause the value of the property to decrease, the ratio of the 2020 Bonds to the value of the property could increase correspondingly. See the sections “SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES” and “CERTAIN BONDHOLDERS’ RISKS.”

### **Projected County Advanced Revenues**

A projection of the County Advanced Revenues to be generated by the Mosaic Development and projections of Special Assessments that might be collected in the District was prepared by MuniCap and is provided in “APPENDIX A – TAX INCREMENT PROJECTION STUDY.” The projections are based upon the assumptions set forth in Appendix A. There can be no assurance that any of such assumptions will be realized, and the Authority, Fairfax County, and the Underwriters make no representations as to the reasonableness of the assumptions or the likelihood that such projections will be realized.

### **Miscellaneous**

Descriptions of the Authority, the District, the 2020 Bonds, the Mosaic Development, and the CDA Facilities follow in this Preliminary Official Statement. Summaries of certain basic financing documents, including the Indenture, are included in this Official Statement. All descriptions of instruments or documents are only summaries and are qualified in their entirety by reference to each such instrument or document. Copies of such documents or instruments may be obtained from the Underwriters during the period of the offering. After the delivery of the 2020 Bonds, executed copies of the same may be examined at the corporate trust office of the Trustee in Richmond, Virginia.

## **THE AUTHORITY**

### **Generally**

The Authority was created pursuant to the Act by an ordinance adopted by the Board of Supervisors on April 27, 2009, as amended by ordinance adopted April 27, 2010, as a community development authority to promote and further the purposes of the Act. The creation of the Authority was a result of the petition filed with the Board of Supervisors by Merrifield Mixed Use LLC and National Amusements, Inc., as the owners of more than 51% of the land area that constitutes the District. The Act provides that the Authority may issue bonds to finance infrastructure improvements located within or benefiting the District, and the Board of Supervisors, at the request of the Authority, may levy and collect special assessments and special *ad valorem* taxes within the District and appropriate such sums to the Authority for use in paying the administrative expenses and debt service in connection with any such bonds.

Pursuant to the Act, the Board of Supervisors adopted an ordinance on April 26, 2011 authorizing the levy of the Special Assessments on abutting property within the boundaries of the District, adopting the Rate and Method and other matters. On \_\_\_\_, 2020, the Authority adopted a bond resolution authorizing the issuance of the 2020 Bonds.

See Appendix D for the audited financial statements for Fairfax County for the fiscal year ended June 30, 2019, which include information relating to the Authority. Although the Authority is legally separate from the County, it is treated as a blended component unit in the County’s audited financial statements.

### **Board of Directors**

The Authority is governed by a board of five directors appointed by the Board of Supervisors. The Board of Supervisors also appoints successor directors of the Authority. In accordance with the Act, directors of the Authority hold office until their successors have been chosen. Directors serve for four-year terms and may be reappointed. The current directors of the Authority are as follows[NTD-update terms]:

<u>Director</u>	<u>Occupation</u>	<u>Term Expires</u>
The Honorable Dalia A. Palchik, <i>Chair</i>	Member, Fairfax County Board of Supervisors	January 25, 2024
The Honorable John W. Foust, <i>Vice-Chair</i>	Member, Fairfax County Board of Supervisors	January 25, 2012
Mr. Joseph LaHait, <i>Treasurer</i>	Fairfax County Debt Coordinator	January 25, 2017
Ms. Barbara Byron, <i>Secretary</i>	Director, Fairfax County Office of Community Revitalization and Reinvestment	January 25, 2014
Ms. Karen R. Hammond, <i>Member</i>	Founder and President, The Hammond Agency	January 25, 2024

### **District Administration**

MuniCap, Inc., the Administrator, has been retained by the Authority to assume certain duties and responsibilities with respect to the Authority's operations. The Administrator is a public finance consulting firm with a specialized practice providing services related to the formation and administration of special tax and assessment districts. The administrative services provided to the Authority by the Administrator include preparation of special assessment methodologies, calculation of the annual special assessment levy, continuing disclosure, taxpayer relations, and other financial services related to the operation of a community development authority. The Administrator has its principal office in Columbia, Maryland, and provides district administration services to 185 districts in twenty-three states, including twenty-two community development authorities throughout Virginia. See the section **"DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – SUMMARY OF THE INDENTURE – The Administrator"** in Appendix F for a further description of the rights and obligations of the Administrator.

## **THE 2020 Bonds**

### **Description**

The 2020 Bonds will be dated the date of their initial delivery, will mature on March 1 in the years and will bear interest at the rates, as set forth on the inside cover pages of this Official Statement. Interest will be computed from the date of initial delivery and be payable on March 1, 2021, and on each March 1 and September 1 (the "Interest Payment Dates") thereafter.

The 2020 Bonds will be issued in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2020 Bonds will be registered as to principal and interest in the name of The Depository Trust Company, New York, New York ("DTC"), or otherwise as hereinafter described. Purchases of beneficial ownership interests in the 2020 Bonds will be made only in book-entry form, and purchasers will not receive certificates representing their interests in the 2020 Bonds so purchased. If the book-entry system is discontinued, 2020 Bond certificates will be delivered as described in the Indenture, and Beneficial Owners (as defined below) will become registered owners. As long as the 2020 Bonds are held by DTC or its nominee, Cede & Co., interest will be paid to Cede & Co. in same day funds on each Interest Payment Date. If the date of maturity of principal of any 2020 Bonds or the date fixed for the payment of interest on or the redemption of any 2020 Bonds is not a Business Day (as hereinafter defined), then payment of the principal and premium, if any, and interest need not be made on such date, but may be made on the next succeeding date which is a Business Day, and, if made on such next succeeding Business Day, no additional interest will accrue for the period after such date of maturity or date fixed for redemption. Business Day means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in the Commonwealth, or the jurisdiction in which the designated corporate trust office of the Trustee is located, are authorized by law to close, (iii) a day on which the New York Stock Exchange is closed, or (iv) such other days as may be specified in a supplemental indenture. If the book-entry system is discontinued, interest on the 2020 Bonds will be payable by check or draft mailed to the registered owners as they appear on the registration books kept by the Trustee on the fifteenth day of the month prior to each Interest Payment Date. Principal will be payable at the designated corporate trust office of the Trustee.



As long as the 2020 Bonds are held by DTC or its nominee, Beneficial Owners may transfer their interest in the 2020 Bonds through the facilities of DTC described below in **“-THE 2020 Bonds - DTC and Book-Entry Only System.”** If the book-entry system is discontinued, exchanges of the 2020 Bonds may be made at the office of the Trustee, as registrar and transfer agent, together with a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Trustee, duly executed by the registered owner of such 2020 Bond or by his duly authorized attorney. Upon any such transfer, the Trustee will deliver, in exchange for that 2020 Bond, a new 2020 Bond or 2020 Bonds, registered in the name of the transferee or transferees, in authorized denominations. For every exchange or transfer of a 2020 Bond, the registered owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

If any 2020 Bond has been mutilated, lost, stolen or destroyed, the Authority shall execute, and, at the request of the Authority the Trustee will authenticate and deliver, a replacement 2020 Bond of the same principal amount and maturity and of like tenor as the mutilated, lost, stolen or destroyed 2020 Bond. Application for exchange and substitution of mutilated, lost, stolen or destroyed 2020 Bonds will be made to the Trustee at its designated corporate trust office and the applicant will furnish to the Authority and the Trustee security or indemnification to their satisfaction and, in the case of loss, theft or destruction of a 2020 Bond, evidence satisfactory to the Authority and the Trustee of the loss, theft or destruction and of the identity of the applicant. In every case of mutilation of a 2020 Bond, the applicant will surrender the 2020 Bond so mutilated for cancellation. Notwithstanding the foregoing, in the event any 2020 Bond has matured and no default has occurred which is then continuing in the payment of principal of, premium, if any, or interest on such 2020 Bond, the Authority may authorize the payment of such 2020 Bond without surrender (except in the case of a mutilated 2020 Bond) instead of issuing a substitute 2020 Bond, provided satisfactory evidence described above and security or indemnification is furnished as described above. The Authority and the Trustee may charge the owner of any 2020 Bond their reasonable fees and expenses in connection with the issuance of any substitute 2020 Bond.

So long as Cede & Co. is the registered owner of the 2020 Bonds, as nominee of DTC, references in this Preliminary Official Statement to the Owners of the 2020 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only Owner of the 2020 Bonds for all purposes under the Indenture.

The Authority may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the 2020 Bonds without the consent of the Owner, Beneficial Owners or holders of the 2020 Bonds.

### **DTC and Book-Entry Only System**

*The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the 2020 Bonds, payments of principal of and interest on the 2020 Bonds to The Depository Trust Company, New York, New York (“DTC”), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the 2020 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.*

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the 2020 Bonds. The 2020 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 2020 Bond certificate will be issued for each principal amount of 2020 Bonds of a Series and maturity bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of 2020 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 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of the 2020 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 2020 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 2020 Bonds, except in the event that use of the book entry system for the 2020 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 2020 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 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2020 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 2020 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 2020 Bonds may wish to ascertain that the nominee holding the 2020 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 2020 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 2020 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 2020 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 Authority, 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 Authority, 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 2020 Bonds at any time by giving reasonable notice to the Authority. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2020 Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

### **Optional Redemption\***

The 2020 Bonds maturing on or after March 1, 2031, may be redeemed at the option of the Authority prior to their respective maturities in whole or in part (in integral multiples of \$5,000) at any time on or after March 1, 2030, upon payment of 100% of the principal amount of the 2020 Bonds to be redeemed, together with accrued interest to the date fixed for redemption.

### **Make-Whole Optional Redemption-2020A-T Bonds\***

The 2020A-T Bonds [maturing on or prior to March 1, 2030,] are subject to redemption at the option of the Authority, in whole or in part, at any time on or prior to March 1, 2030, at the Make-Whole Redemption Price (as defined herein). The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the 2020A-T Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the 2020A-T Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the 2020A-T Bonds are to be redeemed, discounted to the date on which the 2020A-T Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus 0.\_\_\_\_%; plus in each case, accrued and unpaid interest on the 2020A-T Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

"Treasury Rate" means, with respect to any redemption date for any particular 2020A-T Bond, the greater of:

(i) the yield to maturity as of such redemption date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to maturity; provided, however, that if the period from the redemption date to maturity is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used; all as will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Authority at the County's expense and such determination shall be conclusive and binding on the owners of the 2020A-T Bonds, and

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\*Preliminary, subject to change.

(ii) the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (defined below), assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price (defined below), as calculated by the Designated Investment Banker (defined below).

“Comparable Treasury Issue” means, with respect to any redemption date for a particular 2020A-T Bond, the United States Treasury security or securities selected by the Designated Investment Banker that has an actual or interpolated maturity comparable to the remaining average life of the 2020A-T Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular 2020A-T Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations (defined below), the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the Authority.

“Reference Treasury Dealer” means each of the four firms, specified by the Authority, from time to time, that are primary United States government securities dealers in the City of New York, New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Authority will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular 2020A-T Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

Any Make-Whole Redemption Price of 2020A-T Bonds to be redeemed pursuant to the provisions described under this section will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Authority to calculate such redemption price. The Authority may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

#### **Mandatory Sinking Fund Redemption**

The 2020A Bonds maturing on March 1, 20\_\_, are required to be redeemed prior to maturity in part at a price of 100% of the principal amount thereof plus interest accrued to the redemption date, on March 1 in the years and amounts as follows:

<b><u>Due Date</u></b> <b><u>(March 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Due Date</u></b> <b><u>(March 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>
20__	\$	20__	\$
20__		20__	
20__			

The 2020A Bonds maturing on March 1, [2036,] are required to be redeemed prior to maturity in part at a price of 100% of the principal amount thereof plus interest accrued to the redemption date, on March 1 in the years and amounts as follows:

<u>Due Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Due Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
20__	\$	20__	\$
20__		20__	
20__		20__	
20__		20__	
20__		20__	

The 2020A-T Bonds maturing March 1, [2036,] are required to be redeemed prior to maturity in part at a price of 100% of the principal amount thereof plus interest accrued to the redemption date, on March 1 in the years and amounts as follows:

<u>Due Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Due Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>
20__	\$	20__	\$
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	
20__		20__	

The Indenture provides for a credit, at the option of the Authority, against any mandatory sinking fund redemption requirement for any 2020 Bonds of a series and maturity that, prior to any such redemption date, has been previously defeased or redeemed (other than by mandatory sinking fund redemption) by the Authority (or the Trustee on behalf of the Authority) before such mandatory sinking fund redemption date or that have been purchased by the Authority or the Trustee on behalf of the Authority and delivered to the Trustee for cancellation at least 70 days before each such mandatory sinking fund redemption date and that previously has not been applied as a credit against any mandatory sinking fund redemption requirement.

### **Special Mandatory Redemption**

The 2020 Bonds are subject to special mandatory redemption as a whole or in part in minimum amounts of \$5,000, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption, on any March 1, June 1, September 1 or December 1, as follows:

(a) from amounts deposited into the 2020 Prepayment Subaccount of the Redemption Account as a result of Prepayments pursuant to the Indenture and transfers from the Debt Service Reserve Fund pursuant to the Indenture; and

(b) from any amounts in the Net Proceeds Account that are to be transferred to the Redemption Account of the Bond Fund and applied to the redemption of the 2020 Bonds.

### **Selection of 2020 Bonds for Redemption**

If less than all of the 2020 Bonds are to be called for optional redemption or special mandatory redemption, the amount, if any, of each maturity of the 2020 Bonds to be so called for redemption will be determined by the Authority, subject to the provisions of the Indenture and the Tax Certificate. If less than all of any maturity of a series of 2020 Bonds are to be called for optional or special mandatory redemption, the amount of 2020 Bonds of each maturity of such series to be so called for redemption will generally be determined according to a pro-rata method across sinking fund requirements taking into account all 2020 Bonds of such maturity of such series as

determined by the Administrator and accepted by the Authority. No Owner of any 2020 Bonds may contest the selection methodology accepted by the Authority. If less than all of the 2020 Bonds of a maturity of a series are to be called for optional, special mandatory or mandatory sinking fund redemption, the 2020 Bonds to be called will be selected by DTC or the Trustee in a manner that DTC or the Trustee determines to be appropriate and fair. In selecting 2020 Bonds to be called for optional redemption, the Trustee will count as one 2020 Bond each increment of \$5,000 of principal amount and in selecting 2020 Bonds to be called for special mandatory redemption or mandatory sinking fund redemption, the Trustee will count as one 2020 Bond each increment of \$5,000 of principal amount.

### **Notice of Redemption**

In the case of any redemption of 2020 Bonds, the Trustee will give in its own name or in the name of the Authority notice, as provided for in the Indenture, that the 2020 Bonds (which shall be identified by series, maturity and CUSIP numbers) have been called for redemption and, in the case of 2020 Bonds of a series and maturity to be redeemed in part only, the principal amount of the 2020 Bonds that have been called for redemption, that they will be due and payable on the date fixed for redemption (specifying the date) upon surrender of the 2020 Bonds at the designated corporate trust office of the Trustee, at the applicable redemption price (specifying the price) together with any accrued interest to such date, and that all interest on the 2020 Bonds to be redeemed will cease to accrue on and after such date.

Such notice will be mailed postage prepaid, not less than 30 nor more than 60 days before the date fixed for redemption, to the Owners of the 2020 Bonds called for redemption, at their respective addresses as they appear on the registration books maintained by the Trustee. The receipt of notice will not be a condition precedent to the redemption, and failure to mail any notice to an Owner will not affect the validity of the proceedings for the redemption of 2020 Bonds of any other Owner.

If at the time of the mailing of the notice of optional redemption the Authority shall not have deposited with the Trustee money that, together with the maturing principal and interest on any securities also deposited, will be sufficient to redeem all the 2020 Bonds called for optional redemption, such notice may state that it is conditional and subject to the deposit or transfer of the redemption money with the Trustee not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such money is so deposited.

All 2020 Bonds called for redemption will cease to bear interest on the specified redemption date.

### **Defeasance**

If the Authority provides cash, noncallable Government Obligations or Government Certificates, or any combination thereof, to the Trustee in an amount sufficient to provide for payment of the 2020 Bonds, in whole or in part, and meets certain other requirements, the 2020 Bonds so defeased will no longer be secured under the Indenture as described below and will instead be secured solely by such cash and noncallable Government Obligations or Government Certificates. See the section **“DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – SUMMARY OF INDENTURE - Discharge of Indenture”** in Appendix F.

Persons considering the purchase of a 2020A-T Bond should be aware that a defeasance of a 2020A-T Bond by the Authority prior to maturity could result in the realization of gain or loss by the beneficial owner of the 2020A-T Bond for federal income tax purposes, without any corresponding receipt of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See **“TAX MATTERS – 2020A-T Bonds – Defeasance of 2020A-T Bonds”** herein.

### **No Acceleration upon Default**

The principal of the 2020 Bonds is not subject to acceleration upon the occurrence and continuation of an Event of Default under the Indenture. If Pledged Revenues, together with other money available under the Indenture, are insufficient to pay debt service on the 2020 Bonds when due and payable, 2020 Bondholders will not be able to require accelerated payment of Special Assessments or County Advanced Revenues and may not be able to increase the amount of the Special Assessments, County Advanced Revenues or other revenues in order to make up any deficiency. Further, in the event any landowner defaults in its obligation to pay Special Assessments or real property taxes from which the County Advanced Revenues are paid, the ultimate source of recovery of such defaulted Special Assessments or property taxes is a tax sale or foreclosure upon the property subject to the lien of the defaulted Special Assessments or property taxes. See the sections **“CERTAIN BONDHOLDERS’ RISKS - County Advanced Revenues and Special Assessment Delinquencies”** and **“CERTAIN BONDHOLDERS’ RISKS - Potential Delay and Limitations in Foreclosure Proceedings.”**

See the section **“DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – SUMMARY OF INDENTURE - Events of Default”** and the subsequent captions in Appendix F for a description of the Events of Default under the Indenture and the remedies available to the 2020 Bondholders upon the occurrence of an Event of Default.

### **Additional Bonds**

Subject to the limitations set forth in the Indenture, the Authority may issue one or more series of Additional Bonds under the Indenture only to refund, defease or purchase 2020 Bonds. Any such Additional Bonds will be equally and ratably secured with the unrefunded portion, if any, of the 2020 Bonds from the revenues and property pledged under the Indenture. See the section **“DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – SUMMARY OF INDENTURE - Additional Bonds”** in Appendix F.

### **Amendments**

The Indenture permits the Authority and the Trustee to make certain changes to the Indenture, including changes that in the Trustee’s judgment do not materially adversely affect the rights of any 2020 Bondholders or the rights and immunities of or increase the duties of the Trustee. See the section **“DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – SUMMARY OF INDENTURE – Supplemental Indenture Without Consent of Owners”** and **“ – Supplemental Indentures With Consent of Owners”** in Appendix F. The Authority agrees in the Indenture that it will not, without the consent of the Owners of the Bonds, agree to any amendments to the Memorandum of Understanding that materially adversely affect the amount of Pledged Revenues received or the timing of such receipt.

### ESTIMATED SOURCES AND USES OF FUNDS

The proceeds derived from the sale of the 2020 Bonds will be used, together with other available funds, to refund the 2011 Bonds issued by the Authority to finance the CDA Facilities. The anticipated sources and uses of the proceeds of the Bonds are summarized below.

#### Sources

Par amount of the 2020A Bonds .....	
Premium on the 2020A Bonds .....	
Par amount of the 2020A-T Bonds .....	
Available cash .....	
Total Sources.....	

#### Uses

Deposit for payment of Refunded Bonds .....	
Deposit to Debt Service Reserve Fund .....	
Underwriters' discount.....	
Other issuance expenses <sup>(i)</sup> .....	
Total Uses.....	

<sup>(i)</sup> Includes legal, financial advisory, verification, rating and printing fees and other issuance costs.

**ANNUAL DEBT SERVICE REQUIREMENTS**

The following table sets forth, for each bond year ending March 1, the amounts payable for principal of and interest on the 2020 Bonds.

<b><u>Year</u></b> <b><u>Ending March 1</u></b>	<b><u>Principal</u></b> <sup>1</sup>	<b><u>Interest</u></b>	<b><u>Total</u></b> <sup>2</sup>
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
Total <sup>2</sup>	\$	\$	\$

<sup>1</sup>Does not include debt service on Refunded Bonds.

<sup>2</sup> Totals may not add due to rounding.



**ASSESSED VALUES**

[TABLE TO COME]

**VALUE TO BONDS RATIO**

[TABLE TO COME]

**TAX INCREMENT PROJECTION STUDY**

[NTD-entire section to be reviewed, revised and updated]. Appendix A contains several scenarios that project the annual amounts payable for debt service on the 2020 Bonds and the estimated amounts of Administrative Expenses, Annual Installments of the Special Assessment, County Advanced Revenues, and debt service coverage ratio.

Appendix A presents forward looking estimates based on the best information currently available to the Authority, the Administrator and the Developer and assuming no future prepayments of Special Assessments. A number of factors, however, including those discussed in the Rate and Method (Appendix B) and in the Tax Increment Projection Study (Appendix A), could cause the actual figures to be materially different from the projected figures. Annual Installments of Special Assessments will be billed in the amount of debt service and estimated Administrative Expenses *less* the estimated amount of County Advanced Revenues for the calendar year in which such bills are rendered and other available funds. Excess Special Assessments are not expected to be collected. If County Advanced Revenues exceed debt service and administrative expenses, the surplus will be deposited in a special fund (the “Surplus Fund”) with the Trustee, subject to certain conditions described in the section herein **“COUNTY ADVANCED REVENUES - Surplus.”** The Surplus Fund is not pledged as security for the repayment of the 2020 Bonds. Prepayment of Special Assessments (and the corresponding special mandatory redemption of 2020 Bonds) would affect the projections contained in Appendix A. See the section **“INTRODUCTION - Prepayments.”** Certain additional factors that may affect such performance are discussed in the section **“CERTAIN BONDHOLDERS’ RISKS.”**

The following table excerpted from MuniCap’s report in Appendix A sets forth projected County Advanced Revenues and debt service coverage as projected in [Scenario \_\_\_ in Appendix A] and assumes (real property values appreciate by [\_\_\_ percent annually, (ii) real property tax rates remain unchanged and (iii) [describe any other key assumptions.]. Appendix A includes alternate scenarios, including Scenario \_\_\_ which assumes \_\_\_\_\_.

**PROSPECTIVE INVESTORS SHOULD READ THE TAX INCREMENT PROJECTION STUDY INCLUDED AS APPENDIX A IN ITS ENTIRETY. THE TAX INCREMENT PROJECTION STUDY IS AN INTEGRAL PART OF THIS PRELIMINARY OFFICIAL STATEMENT.**

## Estimated Tax Revenues, Special Assessments, and Debt Service Coverage - Scenario [ ]

[to be updated]

<i><b>Bond Year Ending</b></i>	<i><b>2020 Bonds Net Annual Debt Service<sup>1</sup></b></i>	<i><b>Total Tax Increment Revenues<sup>2</sup></b></i>	<i><b>Surplus/ (Deficit)</b></i>	<i><b>Debt Service Coverage<sup>3</sup></b></i>	<i><b>Advances from the Surplus Fund<sup>2</sup></b></i>	<i><b>Special Assmt. Requirement<sup>2</sup></b></i>	<i><b>Debt Service Coverage<sup>4</sup></b></i>	<i><b>District Max. Special Assessments</b></i>	<i><b>Max. Special Assessments Plus Increment</b></i>	<i><b>Combined Debt Service Coverage<sup>5</sup></b></i>
1-Mar-21										
1-Mar-22										
1-Mar-23										
1-Mar-24										
1-Mar-25										
1-Mar-26										
1-Mar-27										
1-Mar-28										
1-Mar-29										
1-Mar-30										
1-Mar-31										
1-Mar-32										
1-Mar-33										
1-Mar-34										
1-Mar-35										
1-Mar-36										
<b>Total</b>										

<sup>1</sup>Based on debt service as shown in the Official Statement. [Assumes reinvestment rates on the debt service reserve fund and estimated administrative expenses.?

<sup>2</sup>See Appendix [B] to the *Tax Increment and Special Assessment Revenue Report* attached as Appendix A for additional information on these projections.

<sup>3</sup>Represents projected debt service coverage from total estimated tax increment revenues.

<sup>4</sup>Represents projected debt service coverage from estimated tax increment revenues, advances from surplus fund, and required special assessments.

<sup>5</sup>Represents projected debt service coverage from total estimated tax increment revenues and district maximum special assessments. Special assessments are reduced for tax increment revenues, so revenues in this amount cannot be collected.

## SECURITY FOR THE 2020 BONDS

### Limited Obligations

The 2020 Bonds are limited obligations of the Authority secured as provided below.

THE PRINCIPAL OF AND THE INTEREST ON THE 2020 BONDS WILL NOT BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA (THE “COMMONWEALTH”) OR ANY OTHER POLITICAL SUBDIVISION, INCLUDING FAIRFAX COUNTY. NEITHER THE FAITH AND CREDIT OF THE COMMONWEALTH NOR THE FAITH AND CREDIT OF THE AUTHORITY, ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, OF OR INTEREST ON THE 2020 BONDS. THE ISSUANCE OF THE 2020 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE COMMONWEALTH, THE AUTHORITY OR ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, TO LEVY ANY TAXES WHATSOEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FOR THE LEVY BY FAIRFAX COUNTY OF THE SPECIAL ASSESSMENTS, THE PAYMENT OF WHICH IS SUBJECT TO APPROPRIATION BY THE FAIRFAX COUNTY BOARD OF SUPERVISORS. PURSUANT TO THE ACT, THE COMMONWEALTH, AND ANY COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH, INCLUDING FAIRFAX COUNTY, ARE EXPRESSLY PRECLUDED FROM PAYING THE PRINCIPAL, PREMIUM, IF ANY, OF OR INTEREST ON THE 2020 BONDS EXCEPT FROM THE SPECIAL ASSESSMENTS AND THE COUNTY ADVANCED REVENUES.

### Pledge and Assignment

The 2020 Bonds are secured by and payable from all of the Authority’s right, title and interest in and to: (a) the County Advanced Revenues and certain Special Assessment Revenues, after payment of the Administrative Expenses and subject to appropriation by the Fairfax County Board of Supervisors, and (b) certain cash and investments from time to time held in any Fund (except the Net Proceeds Account, the Administrative Expense Fund, the Surplus Fund and the Rebate Fund) under the Indenture, including the Debt Service Reserve Fund (collectively, the “Trust Estate”).

### Flow of Funds

The Authority will cause the County Advanced Revenues and the Special Assessment Revenues, if any, to be collected and deposited in the Revenue Fund in accordance with the Indenture (subject to appropriation by the Fairfax County Board of Supervisors) and will collect and immediately deposit in the Revenue Fund as received all other Pledged Revenues and such other moneys as the Authority may determine. Such deposits to the Revenue Fund will not include investment income on certain funds and accounts created by the Indenture and will not include Prepayments of Special Assessment Revenues, which will be deposited in the 2020 Prepayment Subaccount in the Redemption Account of the Bond Fund. Except as set forth below, on the Business Day preceding each Interest Payment Date, the Trustee will make transfers from the Revenue Fund in the following order of priority:

(a) To the Administrative Expense Fund (held by the Trustee) the amount of any Special Assessments and County Advanced Revenues collected to pay Administrative Expenses and not retained by Fairfax County pursuant to the Memorandum of Understanding;

(b) To the appropriate accounts in the Bond Fund (held by the Trustee) the amount necessary to make the following deposits:

i. first, in the Interest Account an amount that, together with other amounts, if any, on deposit therein will equal the amount of interest due on the 2020 Bonds on such Interest Payment Date; and

ii. then, in the Principal Account an amount that, together with other amounts, if any, on deposit therein will equal the principal amount, if any, due with respect to the 2020 Bonds on such Interest Payment Date;

(c) To the Debt Service Reserve Fund (held by the Trustee), if the amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the amount of money necessary, in addition to amounts on deposit therein, to equal the Debt Service Reserve Requirement; provided, that such payments shall be made only from money in the Delinquent Payments Account of the Revenue Fund or from County Advanced Revenues; and

(d) To the Rebate Fund (held by the Trustee) the amount, if any, equal to any Rebate Amount accrued (based on the most recent report of the Administrator), but not previously paid or provided for in the Rebate Fund.

In addition to the deposits to the Revenue Fund, the County will also transfer certain additional County Advanced Revenues for deposit to the Surplus Fund (held by the Trustee, but not pledged as security for the 2020 Bonds) in the amount, if any, constituting a Surplus.

In making the foregoing transfers from the Revenue Fund, the Trustee will conclusively rely on a report furnished by the Administrator setting forth the amount of County Advanced Revenues and Special Assessment Revenues to be applied as set forth above.

#### **Administrative Expense Fund**

Money deposited in the Administrative Expense Fund will be held in trust by the Trustee and applied by the Trustee to pay Administrative Expenses upon receipt by the Trustee of a written request signed by an Authorized Authority Representative specifying (i) the amount to be withdrawn, (ii) the Person to whom such amount is to be paid, (iii) the nature of such Administrative Expense and (iv) that such amount is a proper charge against the Administrative Expense Fund. Notwithstanding the foregoing, no proceeds of the 2020A Bonds may be used to pay Administrative Expenses relating to the 2020A-T Bonds. Interest received on and any profit realized from the investment of money in the Administrative Expense Fund will become a part of such Fund. Amounts on deposit in the Administrative Expense Fund are not pledged to the payment of principal of, premium if any, or interest on the 2020 Bonds.

#### **Bond Fund**

The Trustee will pay from the Principal Account the principal of the 2020 Bonds when due. The Trustee will pay from the Interest Account the interest on the 2020 Bonds when due. The Trustee will use money in the Redemption Account to redeem 2020 Bonds pursuant to any optional redemption provision exercised by the Authority or special mandatory redemption provisions or, if directed by an Authorized Authority Representative, to purchase 2020 Bonds on the open market; provided, however, (i) no money will be used to purchase 2020 Bonds to the extent it is required to pay the redemption price of any 2020 Bonds for which notice of redemption has been given, and (ii) 2020 Bonds will not be purchased at a price in excess of the applicable optional redemption price plus accrued interest.

On the Business Day immediately preceding a Principal or Interest Payment Date, the Trustee will determine if the balance on deposit in the Principal Account and the Interest Account will be sufficient to pay the principal and interest due and payable on the Principal or Interest Payment Date, and if a deficiency exists, will promptly notify the Authority of such fact. If on any Principal or Interest Payment Date, the balance on deposit in the Principal Account or the Interest Account is insufficient to pay the principal and interest due and payable on Outstanding 2020 Bonds, the Trustee will transfer the amount of the deficiency from the Debt Service Reserve Fund to the appropriate account in the Bond Fund.

All Prepayments will be deposited into the Prepayment Subaccount and will be applied to the special mandatory redemption of the 2020 Bonds.

### **Debt Service Reserve Fund**

The Indenture provides that the Debt Service Reserve Fund must be maintained in an amount equal to the Debt Service Reserve Requirement for the 2020 Bonds and any Additional Bonds (together, the “Bonds”). The Indenture defines the Debt Service Reserve Requirement as an amount equal to the least of (i) the maximum amount of principal and interest due on the Bonds in the current or any future fiscal year, (ii) 10 percent of the original stated principal amount of the Bonds (or 10 percent of the issue price of such Bonds if required by the Code), and (iii) 125 percent of the average annual amount of principal and interest due on the Bonds in the current or any future fiscal year.

Upon the issuance date of the 2020 Bonds, the Debt Service Reserve Requirement with respect to the 2020 Bonds is \$ \_\_\_\_\_, and the Debt Service Reserve Fund will have at least such amount on deposit therein.

If amounts on deposit in the Bond Fund and the Surplus Fund are insufficient to make payments of principal (including sinking fund installments) of or interest on the 2020 Bonds when due, the Trustee will transfer money from the Debt Service Reserve Fund to the Bond Fund to the extent necessary to pay principal of and interest on the 2020 Bonds when due. If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the Authority will transfer funds from the Surplus Fund and then from the Revenue Fund (but only from amounts in the Delinquent Payments Account or from County Advanced Revenues) to the Debt Service Reserve Fund to restore the Debt Service Reserve Requirement, to the extent and in the manner provided in the Indenture.

Within ten days after each Principal Payment Date and Interest Payment Date and at such other times as the Authority may request, the Trustee will determine if the balance on deposit in the Debt Service Reserve Fund is at least equal to the Debt Service Reserve Requirement. In making such determination, (i) the Trustee may take into account any reduction in the Debt Service Reserve Requirement that will result from any principal payment to be made on such Principal Payment Date or Interest Payment Date and (ii) securities in which money in the Debt Service Reserve Fund is invested will be valued in the manner set forth in the Indenture. If a deficit exists in the Debt Service Reserve Fund, the Trustee will promptly notify the Authority of the deficit. If the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Trustee will transfer the excess to the Interest Account of the Bond Fund or, upon the written request of an Authorized Authority Representative, to the Administrative Expense Fund within five Business Days after such determination; provided that before the end of the Capitalized Interest Period the Trustee will transfer the excess to the Capitalized Interest Account.

Whenever a Prepayment is made and the 2020 Bonds are redeemed with the proceeds of such Prepayment, a proportionate amount in the Debt Service Reserve Fund (determined by the Administrator and accepted by the Trustee on the basis of the principal of the 2020 Bonds to be redeemed and the original principal of the 2020 Bonds) is to be transferred to the 2020 Prepayment Subaccount of the Redemption Account to be applied to the Special Mandatory Redemption of 2020 Bonds, provided, however, that such transfer will be made only to the extent that the amount on deposit in the Debt Service Reserve Fund after such reduction will be at least equal to the Debt Service Reserve Requirement.

### **Rebate Fund**

The Trustee will hold money in the Rebate Fund in trust to be applied to pay any Rebate Amount. The Trustee will pay to the Authority or to such place as the Authority may direct, upon written request of an Authorized Authority Representative, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with Section 148(f) of the Code. The Trustee will have no responsibility for computation of the Rebate Amount, and the Authority is to cause the Rebate Amount to be calculated in accordance with the requirements of Section 148(f) of the Code.

The Authority may direct the Trustee to use money in the Administrative Expense Fund in such amounts as the Authority may specify, in order to deposit the Rebate Amount in the Rebate Fund. The Administrator is to compute any Rebate Amount annually and, if necessary to provide sufficient moneys to pay the Rebate Amount, is

to increase the portion of the Administrative Expense Requirement as appropriate to have funds available in the Administrative Expense Fund to pay the Rebate Amount. Amounts in the Rebate Fund are not pledged to the payment of principal of, redemption premium, if any, and interest on the 2020 Bonds.

### **Surplus Fund**

The Trustee will deposit in the Surplus Fund any amounts received from Fairfax County as Surplus under the Memorandum of Understanding. As determined by the County under the Memorandum of Understanding, the Trustee will transfer amounts on deposit in the Surplus Fund to restore any deficiency in the Debt Service Reserve Fund or to pay debt service on the 2020 Bonds to the extent County Advanced Revenues are insufficient for such purposes.

At the written request of the Authority, the Trustee is to transfer to the County all or any portion of the amount on deposit in the Surplus Fund in excess of the amount necessary to be on deposit in the Surplus Fund. Such excess is to be equal to (A) the sum of (i) the funds on deposit in the Surplus Fund, plus (ii) the County Advanced Revenues projected to be available for debt service on the Bonds in the then current year less (B) an amount equal to 1.5 times debt service on the Bonds in such current year. No such transfer from the Surplus Fund is to result in the remaining balance in the Surplus Fund, immediately after such transfer, being less than one-half of the scheduled principal and interest due on the Bonds in the following one-year period.

Amounts in the Surplus Fund are not pledged to the payment of principal of, redemption premium, if any, and interest on the 2020 Bonds.

## **COUNTY ADVANCED REVENUES**

### **General**

Pursuant to the Memorandum of Understanding, Fairfax County has agreed (subject to collection and appropriation by the Board of Supervisors) to pay to the Authority certain County Advanced Revenues for each year in which the 2020 Bonds are outstanding. The County Advanced Revenues consist of certain increases in real estate tax revenues calculated in accordance with Code of Virginia Section 58.1-3245.2 (the "TIF Statute"). In accordance with the formula established in the TIF Statute, the real estate taxes attributable to the increased value, if any, between the current assessed value and the base assessed value of any parcel of real estate in the District shall be allocated to pay debt service on the 2020 Bonds, subject to appropriation by the Board of Supervisors. The base assessed value was determined as of January 1, 2007 and equals \$38,271,740, which establishes the base real estate taxes as of such date as \$340,998.63. County Advanced Revenues will be paid twice annually by no later than February 15 and August 28.

County Advanced Revenues paid to the Trustee will be used to pay principal of and interest on the 2020 Bonds. County Advanced Revenues may be used to cure any deficiency in the Debt Service Reserve Fund for the 2020 Bonds.

***Fairfax County's undertaking to make payments to the Authority or the Trustee on behalf of the Authority of County Advanced Revenues will not be a general obligation of Fairfax County, and will be subject to and dependent on appropriations being made from time to time by the Board of Supervisors of Fairfax County of County Advanced Revenues for such purpose. In addition, payment of County Advanced Revenues to the Authority will be made by Fairfax County only to the extent of County Advanced Revenues actually collected.***

After the 2020 Bonds have been repaid in full, or provision for their repayment in full has been made in accordance with the Indenture, the tax increment contribution plan will expire and all County Advanced Revenues will thereafter be retained by Fairfax County.

The County Advanced Revenues anticipated to be collected and paid to the Authority each calendar year will be included as part of the Annual Credit that is applied to the Annual Installment in that calendar year (whether or not such County Advanced Revenues are appropriated to or at the direction of the Authority). See "TAX

**INCREMENT PROJECTION STUDY” and “SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES - Rate and Method of Apportionment of Special Assessments.”** Fairfax County is not legally required to levy or appropriate the County Advanced Revenues in any calendar year, and no assurance can be made that the County Advanced Revenues will be available during any calendar year to pay debt service on the 2020 Bonds. See the section **“CERTAIN BONDHOLDERS’ RISKS - Uncertainty of County Advanced Revenues.”**

### **Surplus**

If in any calendar year the County Advanced Revenues exceed the portion of the Annual Installment for such calendar year, such excess is deemed a “Surplus.” The Trustee will deposit in the Surplus Fund amounts paid to the Trustee as Surplus in accordance with the provisions of the Memorandum of Understanding from certain excess County Advanced Revenues designated as Surplus as described above under **“SECURITY FOR THE BONDS – Flow of Funds.”** Any Surplus appropriated to the Authority, or the Trustee on behalf of the Authority, will be deposited in the Surplus Fund to be used in the event that County Advanced Revenues in any year are less than amounts needed to pay the Annual Installment for such year; provided, however, that if in any year the financial report submitted in accordance with the Memorandum of Understanding shows that the sum of the amount on deposit in the Surplus Fund and the County Advanced Revenues projected to be available for debt service on the 2020 Bonds in the current year is at least equal to 1.5 times debt service on the 2020 Bonds, Fairfax County will not be required to pay any Surplus to the Trustee for deposit in the Surplus Fund in the current year.

The Indenture provides that at the written request of the Authority, the Trustee is to transfer to the County all or any portion of the amount on deposit in the Surplus Fund in excess of the amount necessary to be on deposit in the Surplus Fund. Such excess is to be equal to (A) the sum of (i) the funds on deposit in the Surplus Fund, plus (ii) the County Advanced Revenues projected to be available for debt service on the Bonds in the then current year less (B) an amount equal to 1.5 times debt service on the Bonds in such current year. No such transfer from the Surplus Fund is to result in the remaining balance in the Surplus Fund, immediately after such transfer, being less than one-half of the scheduled principal and interest due on the Bonds in the following one-year period.

Any Surplus remaining after the 2020 Bonds have been paid in full, or provision for their payment in full has been made, and any reimbursement to the Developer as described above has been made, will be retained by Fairfax County.

The Surplus Fund is held by the Trustee, but is not pledged as security for the repayment of the 2020 Bonds.

### **SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES**

#### **General**

Special Assessment Revenues are derived from Special Assessments levied and collected on all taxable real property within the District subject to the Special Assessments, subject to appropriation by the Fairfax County Board of Supervisors. Special Assessments will be collected only if County Advanced Revenues are insufficient to pay debt service on the 2020 Bonds and Administrative Expenses in any year. Special Assessment Revenues also include the proceeds, if any, from any foreclosure actions brought following a delinquency in the payment of the Special Assessment by any landowner.

Pursuant to the Memorandum of Understanding, Fairfax County has assigned and pledged all of the Special Assessments (except amounts that may be retained by Fairfax County to pay certain Administrative Expenses) collected by it to the Authority and has agreed to remit the Special Assessments it collects to the Trustee, subject to and dependent on appropriations being made from time to time of the Annual Installment by the Board of Supervisors for such purpose.



In the Memorandum of Understanding, the parties have agreed that Fairfax County's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Installment. Fairfax County has agreed to pursue the collection of delinquent payments with the same diligence it employs in the collection of its general *ad valorem* real property taxes, including the commencement of tax foreclosure proceedings to the extent provided by the then-current statutes of the Commonwealth of Virginia; including the provisions of Code of Virginia Section 58.1-3965.2 which provides for an accelerated foreclosure process for certain commercial property. See the section below "**Delinquencies; Enforcement; Foreclosure**" for a description of the foreclosure process. Fairfax County has also agreed that it will provide notice to the Authority of any legal proceedings to be instituted for the collection of delinquent payments of the Annual Installment. The Memorandum of Understanding provides that Fairfax County may exercise its ordinary discretion with respect to collection actions and may decide not to expend resources to collect *de minimis* outstanding amounts. The Authority has agreed to cooperate with Fairfax County in any such enforcement action. See the section "**Delinquencies; Enforcement; Foreclosure**" below.

Fairfax County is not required, nor is Fairfax County permitted under the Act, to advance any of its own funds or any other money of Fairfax County in the event of a delinquency in the payment of Special Assessments; provided that Fairfax County is not prohibited from paying County Advanced Revenues as described above in the section "**COUNTY ADVANCED REVENUES**."

The amount of Special Assessments that the Board of Supervisors may levy against each parcel on behalf of the Authority in the District is limited by the Act and may not exceed the full cost of the improvements, including legal, financial and other costs directly attributable to creating the Authority, and the planning, designing, operating and financing of the improvements, and administration and collection of assessments and reserve funds. The Rate and Method (attached hereto as Appendix B) provides that the aggregate amount of the annual installment of the Special Assessments to be collected each fiscal year shall equal the Annual Revenue Requirement as defined therein; provided that the Annual Installment due from each parcel is reduced by the amount of County Advanced Revenues allocated to such parcel, whether or not such County Advanced Revenues have been appropriated by the Board of Supervisors to the Authority or the Trustee. Pursuant to the Act, the Rate and Method may not be modified in a manner inconsistent with the payment provisions of the Indenture, the 2020 Bonds and the security therefor. The Rate and Method apportions the total amount of Special Assessments to be collected among the taxable parcels in the District as more particularly described therein. See the section "**Rate and Method of Apportionment of Special Assessments**" below and in Appendix [C].

The Special Assessments, when imposed, will be made a lien on parcels subject to taxation within the District which, in the event of a failure to pay the tax obligation on any such parcel, including the Special Assessment or Fairfax County real estate tax relating to such parcel, could lead to a tax sale of such parcel. There is no assurance that the Developer or any subsequent landowners will be able to pay the annual Special Assessments or that they will pay such tax even if financially able to do so. See the section "**Collection Procedures**" below.

### **Special Tax**

In the event that the Special Assessments are determined to be legally unenforceable in a final decree by a court of competent jurisdiction, the Memorandum of Understanding provides that the County may levy a Special Tax on property in the District. The Special Tax will be an *ad valorem* tax on real estate in the District in an amount determined by the County to be necessary to meet the Annual Revenue Requirement. The Act establishes a maximum *ad valorem* special tax rate that may be levied within the District of \$0.25 per \$100 of assessed fair market value of taxable real estate unless all of the owners of real property in the District consent to a higher rate. Eskridge, as sole landowner in the District, has consented to the provisions of the Memorandum of Understanding authorizing a higher rate of special *ad valorem* tax. The levy and collection of the Special Tax are at the discretion of the Board of Supervisors and payment of any Special Tax collected to the Authority, or the Trustee on the Authority's behalf, is subject to appropriation by the Board of Supervisors. To the extent Special Assessments were prepaid prior to the Levy of the Special Tax and land was released from the Special Assessment lien, the Special Tax will be levied only on real estate with outstanding Special Assessments.



## Rate and Method of Apportionment of Special Assessments

*The following discussion of the Rate and Method is qualified in its entirety by the full text of the Rate and Method set forth in Appendix B.*

[NTD-entire section to be updated] Special Assessments have been imposed upon each parcel of property within the District other than property owned by or irrevocably offered for dedication to the federal government, the Commonwealth of Virginia, Fairfax County, the Authority, or any other public agency, political subdivisions or public entity in accordance with and as described in the Rate and Method of Apportionment of Special Assessments attached hereto as Appendix B. As described herein, the Special Assessment relating to the parcel previously acquired by Target Corporation was prepaid before the issuance of the 2011 Bonds and will therefore not be subject to a Special Assessment after the 2020 Bonds are issued [any other prepayments in the District since 2011?].

The total amount of the Special Assessments equals the sum of the principal and interest due on the 2020 Bonds and estimated Administrative Expenses of the Authority, less other amounts available for the payment of such debt service and expenses, including County Advanced Revenues (whether or not such County Advanced Revenues have been appropriated to the Authority or the Trustee by the Board of Supervisors). Real property within the District has been classified into thirteen different classes, as described below and in the Rate and Method of Apportionment of Special Assessments attached as Appendix B, in order to determine the amount of Special Assessments to be allocated to each parcel. Special Assessments are initially allocated to parcels on the basis of the permitted Equivalent Units of each parcel.

[Need to revise to reflect completion of development and other changes.] The development plan currently approved by the Fairfax County Board of Supervisors as described herein under “**THE DISTRICT**” includes Land Use Classes 1 through 9 only and the Special Assessments have been allocated initially to the real property in the District based solely on Land Use Classes 1 through 9. Equivalent Units for Land Use Classes 1, 2, 3, 4 and 5 are equal to the gross floor area (GFA) in 1,000s of square feet of horizontal floor area that are expected to be built on the parcel. Equivalent Units for Land Use Class 6 (Hotel) are based on number of guest rooms that may be built. Equivalent Units for Land Use Classes 7 through 13 are based on the number of dwelling units that may be built on a parcel. The computation of Equivalent Units for each parcel is governed by the Rate and Method of Apportionment of Special Assessments and is based on the expected development on the parcel in substantial conformance with the conceptual/final plan as approved by the Board of Supervisors, which is expected to be measured by actual development, development plans, the legal maximum development allowed, the acreage of a parcel and reasonable density ratios, or other reasonable methods. The amount of Special Assessment allocated to a parcel is determined by the number of Equivalent Units for such parcel and the Equivalent Assessment Factor for the applicable Land Use Class. The following shows Land Use Classes and Equivalent Units and Equivalent Assessment Factors for each Class based upon the currently approved plan and the proposed plan.

### Equivalent Assessment Factors and Equivalent Units

<u>Land Use Class</u>	<u>Property Use</u>	<u>Equivalent Assessment Factors</u>	<u>Gross Floor Area, Rooms or Units</u>	<u>Total Equivalent Units</u>
1	Large Retail	0.64 Per 1,000 GFA	0	0
2	Mid-Size Retail	1.26 Per 1,000 GFA	88,450	88
3	Small Retail and Restaurants	2.11 Per 1,000 GFA	480,810	481
4	Theater	0.90 Per 1,000 GFA	36,060	36
5	Office	1.23 Per 1,000 GFA	79,950	80
6	Hotel	0.66 Per Room	148	98
7	Market Rate Rental Units	1.00 Per Unit	888	888
8	Affordable Rental Units	0.36 Per Unit	57	21
9	Workforce Rental Units	0.69 Per Unit	59	41
10	Townhouse A (2,200 + SF)	2.78 Per Unit	4	11
11	Townhouse B (2,000 – 2,199 SF)	2.53 Per Unit	30	76
12	Townhouse C (0-1,999 SF)	2.25 Per Unit	78	176
13	Multi-Family Units For Sale	1.88 Per Unit	0	0
<b>Total</b>				<b>1,995<sup>(1)</sup></b>

<sup>(1)</sup> May not sum due to rounding.

The Special Assessments are payable each year as the Annual Installments. The Annual Installments represent principal and interest on the 2020 Bonds due each year and estimated Administrative Expenses for that year. An Annual Credit to the Annual Installment for each parcel will be applied each year for the County Advanced Revenues to be collected from the parcel and included in the calculation of the Annual Revenue Requirement. The resulting amount is the Adjusted Annual Installment for the parcel. The Adjusted Annual Installment is the maximum amount that may be collected from a parcel to meet the Annual Revenue Requirement. The Annual Revenue Requirement is generally equal to principal and interest due on the 2020 Bonds for such year, plus Administrative Expenses estimated for the year, less excess funds in the Debt Service Reserve Fund, and County Advanced Revenues to be paid by Fairfax County to the Authority pursuant to the Memorandum of Understanding. Annual Payments are collected from each parcel in proportion to the Adjusted Annual Installment for each parcel for purposes of meeting the Annual Revenue Requirement.

The Special Assessment Roll, which is attached to the Rate and Method, specifies the Annual Installment that may be collected from all parcels in the District each year. The Special Assessment Roll also specifies the Special Assessment and the Principal Portion of the Special Assessment for each parcel. The Special Assessments and the Principal Portion of the Special Assessments will be reallocated to new parcels as parcels are subdivided. The Special Assessments and Principal Portion of the Special Assessments of a parcel are allocated to each new parcel created from that parcel on the basis of the Equivalent Units of each new parcel. An owner may request a reallocation of the Special Assessments and the Principal Portion of the Special Assessments to any parcels owned by that owner to reflect revised estimates of Equivalent Units for the parcels.

The Special Assessment may be prepaid for a parcel and, as a result, the Annual Installment will no longer be collected from such parcel. The prepayment of the Special Assessment is generally equal to: (i) the Principal Portion of the Special Assessment, (ii) a credit for any reduction in the Debt Service Reserve Fund resulting from such prepayment, (iii) adjustments for interest through the call date of the 2020 Bonds to be called and interest to be earned on the prepaid Special Assessment, and (iv) Administrative Expenses related to the prepayment.

Before the issuance of the 2011 Bonds, the Special Assessment applicable to the real property in the District subsequently acquired by Target Corporation, consisting of approximately 168,900 square feet and 661 parking spaces, was prepaid, and, as a result of such prepayment, such property will not be subject to a Special Assessment. [Any other prepayments after the issuance of the 2011 Bonds?]

Special Assessments are subject to a Mandatory Prepayment of all or part of the Special Assessment for any parcel if the parcel is acquired by an entity that results in the parcel being classified as Non-Benefited Property

(as defined in the Rate and Method) if the Special Assessment may not be reapportioned to a parcel not classified as Non-Benefited Property.

### Collection Procedures

Not later than the fifteenth (15th) day of each month, the Trustee is to provide the Administrator with a notice stating the amount then on deposit in all funds and accounts held by the Trustee. Each year the Administrator is to inform the Authority, in writing, of the amount of Pledged Revenues collected or to be collected pursuant to the Memorandum of Understanding to provide for payment of the debt service on the 2020 Bonds and Administrative Expenses. The Administrator is to ascertain the relevant parcels on which the Special Assessments are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year. For each calendar year, the Authority will request Fairfax County to collect the Annual Installments, as defined in the Rate and Method.

The Special Assessments are payable in the same manner and at the same time as *ad valorem* real property taxes are payable. Annual Installments are billed semi-annually and are due on July 28 and December 5 of each year, or such other date or dates as Fairfax County may determine for the collection of its regular real estate taxes. In response to the COVID-19 pandemic, the Fairfax County Board of Supervisors postponed the July 28, 2020, due date for such taxes to August 28, 2020. Any unpaid Special Assessment becomes delinquent at the same time and bears the penalties and interest after delinquency as do the *ad valorem* real property taxes in Fairfax County. However, the late payment penalty was reduced from 10 percent to 5 percent. Special Assessments will have the same lien priority in the case of delinquency as Fairfax County real property taxes have against other types of liens (provided, however, the Code of Virginia does not require or specifically authorize any particular priority for the application of sale or foreclosure proceeds between Fairfax County real property taxes and special assessments that have been or may in the future be imposed by Fairfax County on the same real estate parcel). The Authority has pledged and assigned its rights to receive the payments of the Special Assessments to the Trustee in accordance with the Memorandum of Understanding.

The following is a summary of the assessment and taxation timeline for Fairfax County as it applies to the 2020 Bonds.

### Delinquencies; Enforcement; Foreclosure

Any delinquency by a landowner in paying any portion of the *ad valorem* real property tax or Special Assessments when due could result in foreclosure action being taken by Fairfax County. Pursuant to Code of Virginia Section 58.1-3965.2, in the event any installment of Special Assessments with respect to commercial property (other than owner occupied residences) is delinquent on the first anniversary of the date on which such Special Assessments shall have become due, Fairfax County is authorized pursuant to Article 4, Section 58.1-3965 *et seq.* of the Code of Virginia to order institution of an action in the Circuit Court of Fairfax County to foreclose on any lien therefor. In the event any Special Assessment on owner occupied residential property or payment of County *ad valorem* real estate taxes is delinquent on December 31 following the second anniversary date of the date on which such residential Special Assessments or County *ad valorem* taxes shall have become due, Fairfax County is authorized pursuant to Article 4, Section 58.1-3965 *et seq.* of the Code of Virginia to order institution of an action in the Circuit Court of Fairfax County to foreclose on any lien therefor. In a foreclosure action, the real property subject to the Special Assessments and Fairfax County *ad valorem* taxes may be sold at a judicial foreclosure sale. The owner of the real property may redeem the real property at any time before the date of the foreclosure sale by paying all accumulated taxes then due and owing on the real property, penalties and other costs (including, but not limited to Special Assessments). In addition, Fairfax County may, in its discretion, suspend any action for foreclosure sale of the real property upon entering into an installment agreement with the owner of the real property for repayment of all delinquent amounts over a reasonable time not to exceed twenty-four months. The ability of Fairfax County to foreclose on the lien of delinquent unpaid Special Assessments and County *ad valorem* real property taxes may be otherwise limited in certain instances and may require prior consent of the property owner in the event that the property is owned by any receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See the sections "**CERTAIN BONDHOLDERS' RISKS - Bankruptcy**" and "**CERTAIN BONDHOLDERS' RISKS - County Advanced Revenues and Special Assessment Delinquencies.**" Similarly, the initiation of foreclosure proceedings may be delayed or such proceedings may be subject to procedural and other delays caused

by crowded court dockets and other factors beyond the control of the Authority or Fairfax County. See the section **“CERTAIN BONDHOLDERS’ RISKS - Potential Delay and Limitations in Foreclosure Proceedings.”**

Fairfax County is not required to pursue judicial foreclosure proceedings as described above, and the Authority cannot compel Fairfax County to take a particular remedy. Fairfax County has agreed, however, for the benefit of the 2020 Bondholders in the Memorandum of Understanding to pursue the collection of delinquent Special Assessments with the same diligence it employs in the collection of Fairfax County’s general *ad valorem* taxes including the commencement of foreclosure proceedings to the extent provided by the Code of Virginia. Fairfax County will deliver to the Authority, subject to appropriation by the Board of Supervisors, all Special Assessments collected at a tax sale or collected by Fairfax County in connection with the redemption of the real property by the owner.

No assurance can be given that the real property subject to sale or foreclosure will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Assessment installment. The Code of Virginia does not require or specifically authorize any particular priority for the application of sale or foreclosure proceeds between Fairfax County real estate taxes and Special Assessments that have been or may in the future be imposed by Fairfax County on the same real property. Neither the Act nor the provisions of the Code of Virginia governing the sale of delinquent tax lands requires Fairfax County to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale.

If the Debt Service Reserve Fund and other pledged Funds and Accounts are depleted and delinquencies in the payment of Special Assessments exist, there may be a default or delay in payments to the 2020 Bondholders pending prosecution of foreclosure proceedings and receipt by Fairfax County of foreclosure sale proceeds, if any. There is no assurance that the Special Assessments will be at all times sufficient, together with other Pledged Revenues, to pay the amounts required to be paid on the 2020 Bonds by the Indenture.

#### **CERTAIN BONDHOLDERS’ RISKS**

**A prospective purchaser is advised to read this entire Official Statement, including the appendices hereto and, if deemed appropriate, consult its investment advisor. The factors listed below, among others, could adversely affect the operations, revenues and expenses of the Authority, the District, and the owner or owners of real estate in the District, and thus the availability of revenues to the Authority sufficient for the Authority to make the required payments of the principal of and interest on the 2020 Bonds, to an extent that cannot be determined at this time.**

*The paragraphs below discuss certain risks assumed by the 2020 Bondholders, but neither such paragraphs nor this Official Statement generally purport to provide a complete description of all risks and factors to be considered by an investor in making the decision to purchase the 2020 Bonds.*

#### **Limited Obligations**

The 2020 Bonds are secured pursuant to the Indenture solely by a pledge and assignment to the Trustee of the Pledged Revenues (consisting of County Advanced Revenues, Special Assessment Revenues after the payment of Administrative Expenses and Special Tax Revenues, if levied and collected) and by certain funds and money held by the Trustee, including the Debt Service Reserve Fund. Amounts held in the Surplus Fund are not pledged as security for the 2020 Bonds. There are no other anticipated revenues available to pay the principal of and interest on the 2020 Bonds. The payment of County Advanced Revenues and Special Assessment Revenues to the Authority is subject to annual appropriation by the Board of Supervisors of Fairfax County.

#### **Lack of Marketability of the 2020 Bonds**

There can be no assurance that there will be a secondary market for the 2020 Bonds or, if a secondary market exists, that the 2020 Bonds can be sold for any particular price. Accordingly, a purchaser of the 2020 Bonds should be prepared to have the purchaser’s funds committed for an indefinite period of time, perhaps until the 2020 Bonds mature or are called for redemption.

### Concentration of Ownership within District

[needs update] [cross reference to a table of top landowners in District] [Insert short description of ownership concentration] (see the Section herein **“THE DISTRICT – Tenants.”**) The timely payment of the 2020 Bonds depends on the willingness and ability of the landowners, and, if applicable, commercial tenants, to pay real estate taxes and the Special Assessments when due. Failure of such landowners or tenants to pay real estate taxes or the annual Special Assessments when due could result in the initiation of a foreclosure proceeding on the properties. Delays or limitations in foreclosure proceedings could result in the depletion of the Debt Service Reserve Fund and a default in payment of the principal of and interest on the 2020 Bonds.

### Competition and Market

In general, the regional retail, commercial and office markets are highly competitive and are affected by competitive changes in geographic area, changes in the public’s spending habits, population trends, availability of qualified employees, traffic patterns, economic conditions and business climate. Additional competitive factors include location and attractiveness of facilities, proximity to similar businesses, supporting services and clients of occupants. The ability of the Mosaic Development to compete in this competitive market is dependent upon the foregoing and a variety of other factors about which no assurance can be given.

### Assessed Value

Prospective purchasers of the 2020 Bonds should not assume that the land within the District could be sold for its assessed value or, at a foreclosure sale, for an amount sufficient to fund delinquent Special Assessments. Furthermore, prospective purchasers should not assume that the land within the District will not decrease in value below its assessed value. See the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; [NTD-CROSS REFERENCE TO ASSESSMENT INFORMATION]**

### County Advanced Revenues and Special Assessment Delinquencies

The availability of County Advanced Revenues depends on the timely payment of general *ad valorem* real estate taxes by the owners of real estate within the District. If any such real estate taxes are delinquent, the procedures for collecting such delinquent taxes are subject to the delays described below under **“Potential Delay and Limitations in Foreclosure Proceedings.”** If County Advanced Revenues are insufficient, the payment of debt service on the 2020 Bonds will depend on the timely payment of Annual Installments of the Special Assessments within the District. Although Annual Installments of the Special Assessments will be due and payable and bear the same penalties and interest for non-payment, as do regular *ad valorem* real property tax installments, the unwillingness or inability of District landowners to pay any portion of the tax billings then due and owing on a parcel within the District could result in a foreclosure action being taken by Fairfax County. In such a situation, Fairfax County is authorized, but is not required, to institute a foreclosure proceeding against the property. Fairfax County has covenanted for the benefit of the 2020 Bondholders in the Memorandum of Understanding that it will pursue the collection of delinquent Special Assessments with the same diligence it employs in the collection of Fairfax County’s general *ad valorem* real property taxes, but the Authority cannot compel Fairfax County to exercise a particular remedy on a particular schedule.

In the event that sales or foreclosures of property are necessary, if the Debt Service Reserve Fund is depleted, there could be a delay in payments to the 2020 Bondholders pending such sales or the prosecution of foreclosure proceedings and receipt by Fairfax County of the proceeds of sale.

See the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES”** for a discussion of the provisions that apply, and procedures that Fairfax County is obligated to follow in the event of delinquencies in the payment of Special Assessments. See the subsections **“Potential Delay and Limitations in Foreclosure Proceedings”** and **“Bankruptcy”** below for a discussion of limitations on Fairfax County’s ability to foreclose on the lien of the Special Assessments in certain circumstances.

### Uncertainty of County Advanced Revenues

The availability of County Advanced Revenues is contingent in part on the economic success of the District property within the Mosaic Development that results in increases in the current year's assessed value of property in the District over the base year's assessed value and resulting increases in *ad valorem* real property tax revenues collected from District property, which increase cannot be assumed to occur. If such increase in assessed value does occur, increases in real property taxes collected in the District attributable to such increase are not assured. Furthermore, Fairfax County is not legally required to levy or appropriate to the Authority the amount of County Advanced Revenues in any calendar year. Consequently, there can be no assurance that County Advanced Revenues will be available during any calendar year to pay debt service on the 2020 Bonds.

### Insufficiency of Special Assessments

Within the limits of the Rate and Method, Fairfax County may adjust the Special Assessments levied on all property within the District to provide an amount required to pay debt service on the 2020 Bonds and to pay all annual Administrative Expenses to the extent County Advanced Revenues are insufficient. However, the amount of the Special Assessment that may be levied against a particular parcel within the District is subject to the total amount of the Special Assessments provided in the Rate and Method approved by Fairfax County. Further, the amount of Special Assessments levied will be reduced by County Advanced Revenues calculated in any year regardless of whether such County Advanced Revenues are appropriated to the Authority by the Board of Supervisors. There is no assurance that the amount of the Special Assessments will at all times be sufficient to pay the amounts required to be paid by the Indenture. For example, delays in the collection of or foreclosure on Special Assessments could result in insufficient funds being available to pay timely debt service on the 2020 Bonds after depletion of the Debt Service Reserve Fund.

The Act does not permit the levy of Special Assessments to replenish the Debt Service Reserve Fund in the event of delays in collection or foreclosure.

Except where a governmental body or other entity exempt from paying real estate taxes acquires a property, if a change in land use results in a reduction of the Equivalent Units, no prepayment of Special Assessments is required. A reduction in Equivalent Units does not reduce the Special Assessments. The Special Assessment per Equivalent Unit of the parcel for which there has been a reduction in Equivalent Units will increase, while the Special Assessment obligation of the parcel will remain the same. Special Assessments may be reallocated among parcels to equalize the Special Assessment per Equivalent Unit only with the consent of all landowners of the parcels subject to the reallocation.

See the sections “**SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES - Delinquencies; Enforcement; Foreclosure**” above and “**-- Potential Delay and Limitations in Foreclosure Proceedings**” below.

### Risks Relating to COVID-19 Pandemic

The financial and operating data contained in this Official Statement, and in particular under the captions “\_\_\_\_\_” and “\_\_\_\_\_” and in Appendices [C, D and E,] are as of the dates and for the periods indicated, which in many cases 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. “**Appendix E- ECONOMIC FACTORS-COVID-19 Matters**” and “\_\_\_\_\_.”

[Additional COVID discussion to come.]

### Potential Delay and Limitations in Foreclosure Proceedings

In the event that (i) any Annual Installment of Special Assessments on commercial property is delinquent on the first anniversary of the date on which Annual Installments of Special Assessments shall have become due or (ii) any Annual Installments of Special Assessments on owner-occupied residential property and any *ad valorem* real



property taxes are delinquent on December 31 following the second anniversary of the date on which such Annual Installment or *ad valorem* real estate taxes shall have become due, Fairfax County is authorized to institute a foreclosure proceeding against the property. There is no assurance, however, that Fairfax County will institute such a foreclosure proceeding at all or in a timely and vigorous manner. For example, Fairfax County could determine in its discretion to negotiate payments over time, which might further delay payment of the full amount of the accrued and unpaid Special Assessments. In addition to delays in initiating any foreclosure proceeding, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of Fairfax County. See the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES - Delinquencies; Enforcement; Foreclosure.”**

Delays and uncertainties in the foreclosure process create risks for 2020 Bondholders. High rates of Special Assessments or real property tax payment delinquencies that continue during the pendency of protracted foreclosure proceedings could result in the rapid, total depletion of the Debt Service Reserve Fund and other pledged Funds and Accounts. In that event, there could be a default in payment of the principal of and interest on the 2020 Bonds.

The payment of the Special Assessments and the portion of the County Advanced Revenues attributable to *ad valorem* real property taxes and the ability of Fairfax County to foreclose on the lien resulting from a delinquent unpaid Special Assessment or *ad valorem* real property tax may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the Commonwealth relating to judicial foreclosure. See the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES - Collection Procedures,”** and the subsection below entitled **“Bankruptcy.”** In addition, the prosecution of a foreclosure could be delayed for numerous unpredictable reasons, including crowded court calendars or lengthy procedural delays.

The ability of Fairfax County to foreclose the lien of a delinquent unpaid Special Assessment or *ad valorem* real property tax payment also may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “FDIC”) may acquire an interest. [need to check]The FDIC currently does not have an interest in the land within the District.] However, if a lender takes a security interest in the subject property and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC has adopted policies regarding the payment of state and local property taxes, including real estate taxes and assessments. While this federal instrumentality has acknowledged a policy of paying real estate taxes and assessments in certain circumstances, it has also indicated an intention to assert federal preemptive power to challenge any prior taxes, special taxes and assessments where its interests so dictate, including the requirement that local agencies obtain the consent of the FDIC prior to foreclosing on the lien of special taxes.

If Fairfax County is required to obtain the consent of the FDIC prior to foreclosing on property located in the District, such consent could be denied and Fairfax County might be unable or unwilling to pursue foreclosure proceedings. Additionally, obtaining FDIC or other federal or regulatory consent may delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of Fairfax County to foreclose on properties in which the FDIC has an interest could result in a delay or default in payment of debt service on the 2020 Bonds.

No assurance can be given that the real property subject to sale or foreclosure will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Assessments. Neither the Act nor the provisions of the Code of Virginia governing the sale of delinquent tax lands require Fairfax County to purchase or otherwise acquire any parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. Special Assessments will have the same lien priority in the case of delinquency as Fairfax County real property taxes have against other types of liens; provided, however, the Code of Virginia does not require or specifically authorize any particular priority for the application of sale or foreclosure proceeds between Fairfax County real property taxes and special assessments that have been or may in the future be imposed by Fairfax County on the same real estate parcel. If the Debt Service Reserve Fund is depleted and delinquencies in the payment of Special Assessments exist, there could be a default or delay in payments of debt service on the 2020 Bonds pending prosecution of foreclosure proceedings and receipt by Fairfax County of foreclosure sale proceeds, if any. There is no assurance that the Special Assessments and the County Advanced Revenues will at all times be sufficient to pay debt service on the 2020 Bonds.

### **Bankruptcy**

Although a bankruptcy proceeding would not cause the Special Assessments or *ad valorem* real property taxes that generate the County Advanced Revenues to become extinguished, the amount and priority of any Special Assessment or real property tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of any District landowner could result in a delay in prosecuting foreclosure proceedings. Such delay could increase the likelihood of a delay or default in the payment of debt service on the 2020 Bonds.

### **Special Assessments Offset by Unappropriated Increment Tax Revenues**

The Special Assessments to be collected from parcels in the District will be reduced by County Advanced Revenues in any year even if such County Advanced Revenues are not appropriated by the Board of Supervisors to the Authority or the Trustee.

### **Exempt Properties**

The Rate and Method provides that Special Assessments will not be levied on public property. If for any reason a parcel of the property subject to Special Assessments becomes exempt from taxation by reason of transfer to or ownership by a non-taxable entity (such as the federal government, a public agency or other tax-exempt entity by classification or designation), subject to *ad valorem* taxes and Special Assessments being paid current at the time of the transfer, the Rate and Method does not permit Special Assessments to be reallocated to the remaining taxable parcels within the District. If the transfer occurs by reason of condemnation proceedings, the laws of the Commonwealth of Virginia require the application of condemnation proceeds, if any, to the payment of *ad valorem* taxes and special assessments related to such property. The amount received as a result of such proceeding may not be sufficient to pay the assessment lien upon such parcel. In the case of the public dedication, gift or transfer without consideration of a parcel, there may be no mechanism for collecting the assessment lien on such parcel once it becomes public property. The Rate and Method provides that when a parcel is subdivided into additional parcels, and a subdivided parcel becomes public property, the Special Assessment with respect to that parcel may be collected from the other subdivided parcels that remain taxable property. The Rate and Method also provides that prepayment of the assessment lien is required when a taxable parcel is acquired by an entity that results in such parcel being reclassified as public property and the Special Assessment with respect to such public property cannot be reallocated to other tax parcels as a result of subdivision.

If a substantial portion of land within the District became exempt from taxation and Special Assessments because of public ownership or otherwise, the amount of the real property tax and Special Assessments that could be levied upon the remaining property might not be sufficient, together with the other Pledged Revenues, to pay principal of and interest on the 2020 Bonds when due.

### **No Acceleration Provision**

The Indenture does not provide for the acceleration of the 2020 Bonds in the event of a payment default or other default under the terms of the 2020 Bonds or the Indenture. The ultimate source of recovery in the event of a default of payment of Special Assessments or County Advanced Revenues is the tax sale foreclosure provision described under the section **“SPECIAL ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; - Delinquencies; Enforcement; Foreclosure.”**

### **Loss of Tax Exemption (2020A Bonds)**

As discussed in the section **“TAX MATTERS – 2020A Bonds,”** the interest on the 2020A Bonds could become includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2020A Bonds as a result of a failure of the Authority or the County to comply with certain provisions of the Code. Should such event of taxability occur, the 2020A Bonds are not subject to early redemption and will remain



Outstanding bearing interest at their existing interest rates to maturity or until redeemed under the optional redemption, special redemption or mandatory sinking fund redemption provisions of the Indenture.

## THE DISTRICT

### General

[This entire “DISTRICT” section to be revised and updated] The Mosaic Development is an approximately 31-acre mixed-use development located in Fairfax County, Virginia (Washington, D.C. Metropolitan Statistical Area) to consist of retail, residential, hotel and office components. Envisioned by Fairfax County and the Developer as a Town Center for the Merrifield community, when completed the project is projected to include 504,100 square feet of retail space anchored by an approximately 168,900 square foot Target store, 853 Class-A multifamily rental units, 114 Class-A townhomes, two hotels (300 total rooms) and 65,000 square feet of Class-A office space. See the section herein “**THE DISTRICT – Zoning/Entitlement Status**” for a description of the currently approved development and certain proposed amendments. In addition, the site will contain approximately \$136 million of infrastructure improvements which includes both traditional horizontal infrastructure development costs as well as vertical parking infrastructure costs. Currently, nearly 60% of the Mosaic Development is either under contract of sale to non-retail developers and Target Corporation or at lease with retailers that will be tenants in the retail component of the Mosaic Development.

### Market Overview

Fairfax County is one of the most densely populated counties in the Washington, D.C. Metropolitan area, with an estimated population of approximately 1.1 million residents. Based on the latest income data released by the U.S. Census Bureau, Fairfax County’s median household income was \$117,515 and median family income was \$135,791 in 2017. Fairfax County is among the most educated communities with 58.5% of residents holding a bachelor degree or higher (compared to 27.5% nationally and 33.4% within Virginia) (US Census Bureau, December 2010). Fairfax County also has one of the nation’s lowest unemployment rates at 8.5% in May, 2020 (compared to \_\_\_% in the US and \_\_\_% in Virginia) (U.S. Bureau of Labor Statistics, \_\_ \_\_\_\_, 2020). For certain financial, economic and demographic information concerning Fairfax County, see Appendix H.

[from 2011-need update] In recent years, Fairfax County has made headlines by securing the relocation of five major corporate headquarters – CSC, Science Applications International Corp (SAIC), Volkswagen Group of America, Hilton Worldwide, and Northrop Grumman. The global headquarters of Northrop Grumman and CSC, which, according to Washington Technology (June 2010), are the second and tenth largest US government contractors respectively, are within ½ mile of the Mosaic Development.

[from 2011-need update] Other recent news within the Merrifield submarket includes the announced expansion of INOVA Fairfax Hospital to add over 800,000 square feet to the hospital campus, which is already the largest hospital in Northern Virginia and the fifth largest birthing center in the U.S. The U.S. Department of Defense Medical Command also recently executed a lease for 750,000 square feet, which is anticipated to add 3,000 jobs to the Merrifield area in 2011. Both facilities are within one-mile of the Mosaic Development. Lastly, the Virginia Department of Transportation and Fluor-Transurban have continued construction improvements to the Lee Highway/Gallows Road intersection and the I-495 HOT lanes that are scheduled for completion in 2012.

### Tenants

[list of top tenants to come]

### The CDA Facilities

**[to be updated]** The CDA Facilities consist of portions of the following infrastructure improvements with the following total estimated costs:

<u>Improvement</u>	<u>Approximate Cost</u>
Portion of the Public Roads and Streetscaping	
Parks and Open Space	
Storm Water System Improvements	
Other Utility Infrastructure	
Luther Jackson Middle School Improvements	
Retail Parking Facilities Available to General Public	
Total	

### Development Overview

Mosaic District development realized a significant portion of the Merrifield Suburban Center Comprehensive Plan's recommendation to develop an urban, mixed-use town center for Merrifield and the surrounding communities. It transformed a former industrial area positioned in the geographic center of Fairfax County, with immediate access to I-495, and I-66, along with the historic east-west corridors to DC: Routes 29 and 50. The Dunn-Loring Metrorail Station on the orange line is within one-half mile of the Mosaic District. An autonomous circulator system is being put into operation to transport riders between the Metrorail Station and the Mosaic District.

The desire for a distinctive town center with select retail and restaurants, high-quality residences, first-class hotels, and urban parks in a walkable, pedestrian-oriented environment has made the Mosaic District a regional destination that is also coveted by the local community. According to 2020 information provided by ESRI, the sub-market's demographics continue to indicate strong support for the development's on-going success, with approximately 138,000 people residing within a three-mile radius of the site, and average household income exceeding \$162,000.

The Mosaic District was planned as a single district, comprised of Parcels A through J, as labeled in the rendering. The site plan that follows depicts the uses within the District by parcel. The development includes 364,000 square feet of ground floor retail, a second-floor multi-plex theater, a 148-room hotel and 73,000 square feet of Class-A office space on Parcels A, B and D. Parcels C, E, F, G, H contain multi-family residential buildings with 120,000 square feet of ground floor retail that runs along the entire length of District Avenue creating an urban shopping street. There are 114 townhomes on Parcels I and J, as well as \_\_\_ townhomes that were developed by EYA but which are not within the CDA. Finally, the Mosaic District contains almost two acres of park and open space.

Construction of all parcels was substantially completed in 2018.

### RENDERING OF THE DEVELOPMENT BY PARCEL





MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY PARCEL MAP



**Development Status**

[to be revised] [need description of development status as completed or nearly completed.]

Retail Leasing.

[to come]

Multifamily Residential. [update needed for entire subsection] The multifamily residential component was developed and constructed is owned by third party residential developers and operators. The Developer entered into a contract with Avalon Mosaic, LLC (“Avalon Bay”), a wholly-owned subsidiary of AvalonBay Communities, Inc., for the sale of Parcel H, upon which Avalon Bay constructed approximately 522 Class-A apartments.

The Developer accepted a letter of intent for the purchase of the multifamily residential pads on Parcels C and E, upon which approximately 255 units are planned. It is expected that construction will commence on those units in November 2012 and be completed in July 2014.

It is expected that the last multifamily parcel to be developed will be located on Parcel F (76 units). The Developer plans to commence marketing the Parcel F residential pad in early 2012. Construction is expected to commence in September 2013 and be completed in April 2015.

Townhomes. [update]The Developer has entered into a contract with EYA Development, LLC (“EYA”) to sell Parcels I and J to EYA. EYA plans to construct 114 townhomes on the two parcels, beginning construction in November 2011 with completion in April 2013. See the description of the contract in the “**Third Party Developers**” section below.

Hotel. [A 150-room hotel has been built in the Mosaic Development.] On April 15, 2011 the Developer sold to Lodgeworks, L.P. (“Lodgeworks”) the hotel square footage located on Parcel A. Lodgeworks constructed a 148-room Hyatt House on Parcel A, with construction completed in September 2012.

Office. The office component was developed and constructed and is owned by the Developer and consists of approximately 65,000 square feet of office located above retail within Parcel A of the Mosaic Development. Construction of the office space was completed in 2012.

**THE DEVELOPER**

[NTD-need to decide whether to update and chop down or to delete entire section]

## UNDERWRITING

The 2020 Bonds are being purchased for reoffering by Stifel, Nicolaus & Company, Incorporated, as representative of itself and Citigroup Global Markets, Inc., and Piper, Sandler & Co., the underwriters for the 2020 Bonds (the “Underwriters”), at a purchase price of \$\_\_\_\_\_ (which reflects the par amount of the 2020 Bonds, less \$\_\_\_\_\_ Underwriters’ discount and plus \$\_\_\_\_\_ net original issue premium). The Underwriters intend to offer the 2020 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing 2020 Bonds into investments trusts), which may re-allow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

## CERTAIN LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the 2020 Bonds will be subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, which will be furnished at the expense of the Authority upon delivery of the 2020 Bonds, in substantially the form set forth in Appendix G (the “Bond Opinion”). Certain legal matters will be passed on for the Authority by Elizabeth D. Teare, Esquire, Fairfax County Attorney, and for the Underwriters by McGuireWoods LLP, Tysons, Virginia.

## TAX MATTERS – 2020A BONDS

### 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 2020A Bonds will not be includable in gross income of the owners of the 2020A Bonds for federal income tax purposes. Interest on the 2020A Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the 2020A Bonds in the event of a failure by the Authority or 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 2020A 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 2020A 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 2020A Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code.

### Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the 2020A 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 2020A 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 2020A Bonds. In general, the issue price of a maturity of the 2020A Bonds is the first price at which a substantial amount of 2020A 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 2020A 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 or her 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 2020A Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 2020A 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 2020A 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 2020A Bonds. An owner of such 2020A Bonds is required to decrease his adjusted basis in such 2020A Bonds by the amount of amortizable Bond Premium attributable to each taxable year such 2020A Bonds are held. An owner of such 2020A Bonds should consult his or her 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 2020A Bonds and with respect to state and local income tax consequences of owning and disposing of such 2020A Bonds.

### **Backup Withholding**

Interest paid on the 2020A 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 2020A Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the 2020A 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.

### **Virginia Taxation**

Under Section 15.2-5132 of the Code of Virginia of 1950, as amended (the "Virginia Code"), the 2020A Bonds, their transfer and the income therefrom, including any profit made on their sale, are free from taxation by the Commonwealth of Virginia and its political subdivisions.

### **Other Tax Consequences**

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 2020A Bonds

or the inclusion in certain computations of interest on the 2020A Bonds that is excluded from gross income for purposes of federal income taxation.

**PROSPECTIVE PURCHASERS OF THE 2020A 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 2020A 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 2020A Bonds. Prospective purchasers of the 2020A 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.

## **TAX MATTERS – 2020A-T BONDS**

### **In General**

Interest on the 2020A-T Bonds will be includable in the gross income of the owners thereof for purposes of federal income taxation. See “– Certain U.S. Federal Income Tax Considerations” below.

### **Certain U.S. Federal Income Tax Considerations**

The following summary of certain United States federal income tax consequences of the purchase, ownership and disposition of the 2020A-T Bonds is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (including changes in effective dates), which change may be retroactive, or possible differing interpretations. No assurance can be given that future changes in the law will not alter the consequences described herein. It deals only with the 2020A-T Bonds held as capital assets and does not purport to deal with persons in special tax situations, including but not limited to financial institutions, insurance companies, regulated investment companies, dealers in securities or currencies, persons holding the 2020A-T Bonds as a hedge against currency risks or as a position in a “straddle” for tax purposes, or persons whose functional currency is not the U.S. dollar. It also does not deal with holders other than investors who purchase 2020A-T Bonds in the initial offering at the first price at which a substantial amount of such substantially identical bonds are sold to the general public (except where otherwise specifically noted). Persons considering the purchase of the 2020A-T Bonds should consult their own tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the 2020A-T Bonds arising under the laws of any other taxing jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a 2020A-T Bond that is for U.S. federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (b) the trust was in existence on August 20, 1996, and properly



elected to continue to be treated as a United States person. Moreover, as used herein, the term “U.S. Holder” includes any holder of a 2020A-T Bond whose income or gain in respect of its investment in a 2020A-T Bond is effectively connected with the U.S. trade or business. As used herein, the term “Non-U.S. Holder” means a beneficial Owner of a 2020A-T Bond (other than an entity that is classified as a partnership) that is not a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is the beneficial owner of any 2020A-T Bond, the treatment of a partner in that partnership will generally depend upon the status of such partner and the activities of such partnership. A partnership and any partner in a partnership holding 2020A-T Bonds should consult its own tax advisor.

### **Payments of Interest**

Payments of interest on a 2020A-T Bond generally will be taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting), provided such interest is “qualified stated interest,” as defined below.

### **Original Issue Discount**

The following summary is a general discussion of the U.S. federal income tax consequences to U.S. Holders of the purchase, ownership and disposition of 2020A-T Bonds issued with original issue discount (“OID Bonds”), if any. The following summary is based upon final Treasury regulations (the “OID Regulations”) released by the Internal Revenue Service (“IRS”) under the original issue discount provisions of the Code.

For U.S. federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a bond over its issue price, if such excess equals or exceeds a de minimis amount (generally 1/4 of 1% of the bond’s stated redemption price at maturity multiplied by the number of complete years to its maturity from its issue date or, in the case of a bond providing for the payment of any amount other than qualified stated interest (as defined below) prior to maturity, multiplied by the weighted average maturity of such bond). The issue price of each maturity of substantially identical Bonds equals the first price at which a substantial amount of such maturity of Bonds has been sold (ignoring sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers), which may not be the same as the prices shown on the inside cover of this official statement. The stated redemption price at maturity of a 2020A-T Bond is the sum of all payments provided by the 2020A-T Bond other than “qualified stated interest” payments. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. Payments of qualified stated interest on a 2020A-T Bond are generally taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting).

A U.S. Holder of an OID Bond must include original issue discount in income as ordinary interest income for U.S. federal income tax purposes as it accrues under a constant yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. Holder’s regular method of tax accounting. In general, the amount of original issue discount included in income by the initial U.S. Holder of an OID Bond is the sum of the daily portions of original issue discount with respect to such OID Bond for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such OID Bond. The “daily portion” of original issue discount on any OID Bond is determined by allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that accrual period. An “accrual period” may be of any length and the accrual periods may vary in length over the term of the OID Bond, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of original issue discount allocable to each accrual period is generally equal to the difference between (i) the product of the OID Bond’s adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The “adjusted issue price” of an OID Bond at the beginning of any accrual period is the sum of the issue price of the OID Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the OID

Bond that were not qualified stated interest payments. Under these rules, U.S. Holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder who purchases an OID Bond for an amount that is greater than its adjusted issue price as of the purchase date and less than or equal to the sum of all amounts payable on the OID Bond after the purchase date, other than payments of qualified stated interest, will be considered to have purchased the OID Bond at an “acquisition premium.” Under the acquisition premium rules, the amount of original issue discount which such U.S. Holder must include in its gross income with respect to such OID Bond for any taxable year (or portion thereof in which the U.S. Holder holds the OID Bond) will be reduced (but not below zero) by the portion of the acquisition premium properly allocable to the period.

U.S. Holders may generally, upon election, include in income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) that accrues on a debt instrument by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions. This election will generally apply only to the debt instrument with respect to which it is made and may be revoked only with the consent of the IRS.

### **Market Discount**

If a U.S. Holder purchases a 2020A-T Bond, other than an OID Bond, for an amount that is less than its issue price (or, in the case of a subsequent purchaser, its stated redemption price at maturity) or, in the case of an OID Bond, for an amount that is less than its adjusted issue price as of the purchase date, such U.S. Holder will be treated as having purchased such Bond at a “market discount,” unless the amount of such market discount is less than a specified de minimis amount.

Under the market discount rules, a U.S. Holder will be required to treat any partial principal payment (or, in the case of an OID Bond, any payment that does not constitute qualified stated interest) on, or any gain realized on the sale, exchange, retirement or other disposition of, a Bond as ordinary income to the extent of the lesser of (i) the amount of such payment or realized gain or (ii) the market discount which has not previously been included in gross income and is treated as having accrued on such Bonds at the time of such payment or disposition. Market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Bonds, unless the U.S. Holder elects to accrue market discount on the basis of semiannual compounding.

A U.S. Holder may be required to defer the deduction of all or a portion of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a 2020A-T Bond with market discount until the maturity of such 2020A-T Bond or certain earlier dispositions, because a current deduction is only allowed to the extent the interest expense exceeds an allocable portion of market discount. A U.S. Holder may elect to include market discount in income currently as it accrues (on either a ratable or semiannual compounding basis), in which case the rules described above regarding the treatment as ordinary income or gain upon the disposition of the 2020A-T Bond and upon the receipt of certain cash payments and regarding the deferral of interest deductions will not apply. Generally, such currently included market discount is treated as ordinary interest for U.S. federal income tax purposes. Such an election will apply to all debt instruments acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

### **Premium**

If a U.S. Holder purchases a 2020A-T Bond for an amount that is greater than the sum of all amounts payable on such 2020A-T Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the 2020A-T Bond with “amortizable bond premium” equal in amount to such excess. A U.S. Holder may elect to amortize such premium using a constant yield method over the remaining term of the 2020A-T Bond and may offset interest otherwise required to be included in respect of the 2020A-T Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a 2020A-T Bond held by a U.S. Holder that does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange, redemption or retirement of a 2020A-T

Bond. However, if the 2020A-T Bond may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity, special rules would apply which could result in a deferral of the amortization of some bond premium until later in the term of the 2020A-T Bond (as discussed in more detail below). Any election to amortize bond premium applies to all taxable debt instruments held by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

The following rules apply to any 2020A-T Bond that may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity. The amount of amortizable bond premium attributable to such 2020A-T Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder's tax basis in the 2020A-T Bond and (B) the sum of all amounts payable on such 2020A-T Bond after the purchase date, other than payments of qualified stated interest and (2) the difference between (X) such U.S. Holder's tax basis in such 2020A-T Bond and (Y) the sum of all amounts payable on such Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a 2020A-T Bond may be redeemed on more than one date prior to maturity, the early call date and amount payable on the early call date that produces the lowest amount of amortizable bond premium, is the early call date and amount payable that is initially used for purposes of calculating the amount pursuant to clause (2) of the previous sentence. If an early call date is not taken into account in computing premium amortization and the early call is in fact exercised, a U.S. Holder will be allowed a deduction for the excess of the U.S. Holder's tax basis in the Bond over the amount realized pursuant to the redemption. If an early call date is taken into account in computing premium amortization and the early call is not exercised, the Bond will be treated as "reissued" on such early call date for the call price. Following the deemed reissuance, the amount of amortizable bond premium is recalculated pursuant to the rules of this section "Premium." The rules relating to Bonds that may be optionally redeemed are complex and, accordingly, prospective purchasers are urged to consult their own tax advisors regarding the application of the amortizable bond premium rules to their particular situation.

#### **Disposition of a 2020A-T Bond**

Except as discussed above, upon the sale, exchange or retirement of a 2020A-T Bond, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (other than amounts representing accrued and unpaid interest) and such U.S. Holder's adjusted tax basis in the 2020A-T Bond. A U.S. Holder's adjusted tax basis in a Bond generally will equal such U.S. Holder's initial investment in the 2020A-T Bond increased by any original issue discount included in income (and accrued market discount, if any, if the U.S. Holder has included such market discount in income) and decreased by the amount of any payments, other than qualified stated interest payments, received and amortizable bond premium taken with respect to such 2020A-T Bond. Such gain or loss generally will be long-term capital gain or loss if the Bond has been held by the U.S. Holder at the time of disposition for more than one year. If the U.S. Holder is an individual, long-term capital gain will be subject to reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

#### **Defeasance of 2020A-T Bonds**

[Persons considering the purchase of a 2020A-T Bond should be aware that a defeasance of a 2020A-T Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of such 2020A-T Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. [See "**DESCRIPTION OF THE BONDS – Make-Whole Optional Redemption – 2020A-T Bonds – Defeasance of 2020A-T Bonds**" herein.]]

#### **Medicare Tax**

For taxable years beginning after December 31, 2012, an additional 3.8% tax has been imposed on the net investment income (which includes interest, original issue discount and net gains from a disposition of a 2020A-T Bond) of certain individuals, trust and estates. Prospective investors in the 2020A-T Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the 2020A-T Bonds.

## Backup Withholding

A beneficial owner of the 2020A-T Bonds who is a U.S. Holder may, under certain circumstances, be subject to “backup withholding” (currently at a rate of 24%) on current or accrued interest on the 2020A-T Bonds or with respect to proceeds received from a disposition of the Bonds. This withholding applies if such beneficial owner of 2020A-T Bonds: (i) fails to furnish to the payor such beneficial owner’s social security number or other taxpayer identification number (“TIN”); (ii) furnishes the payor an incorrect TIN; (iii) fails to report interest properly; or (iv) under certain circumstances, fails to provide the payor or such beneficial owner’s broker with a certified statement, signed under penalty of perjury, that the TIN provided to the payor or broker is correct and that such beneficial owner is not subject to backup withholding. To establish status as an exempt person, a beneficial owner will generally be required to provide certification on IRS Form W-9 (or substitute form).

Backup withholding will not apply, however, if the beneficial owner is a corporation or falls within certain tax-exempt categories and, when required, demonstrates such fact. BENEFICIAL OWNERS OF THE 2020A-T BONDS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THEIR QUALIFICATION FOR EXEMPTION FROM BACKUP WITHHOLDING AND THE PROCEDURE FOR OBTAINING SUCH EXEMPTION, IF APPLICABLE. The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

## Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations

Nonresident alien individuals and foreign corporations are generally subject to withholding of U.S. federal income tax by the payor at the rate of 30% on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest income of such a beneficial owner of the 2020A-T Bonds is not treated as effectively connected income within the meaning of Section 864 of the Code, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as “portfolio interest.” Interest will be treated as portfolio interest if (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is a Non-U.S. Holder and providing the name and address of such beneficial owner, (ii) such interest is treated as not effectively connected with the beneficial owner’s United States trade or business, (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion, (iv) interest payable with respect to the 2020A-T Bonds is not deemed contingent interest within the meaning of the portfolio debt provision, (v) such beneficial owner is not a controlled foreign corporation within the meaning of Section 957 of the Code and (vi) such beneficial owner is not a bank receiving interest on the 2020A-T Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments on the 2020A-T Bonds are treated as portfolio interest within the meaning of Sections 871 and 881 of the Code, then no withholding under Section 1441 and 1442 of the Code, and no backup withholding under Section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8 BEN, Form W-8 BEN-E, Form W-8 EXP, or Form W-8 IMY, as applicable, provided the payor has no actual knowledge or reason to know that such person is a U.S. Holder.

A non-U.S. Holder whose income with respect to its investment in a 2020A-T Bond is effectively connected with the conduct of a U.S. trade or business would generally be taxed as if the holder was a U.S. person provided the holder provides to the Withholding Agent an IRS Form W-8ECI.

Generally, a non-U.S. Holder will not be subject to United States federal income taxes on any amount which constitutes capital gain upon retirement or disposition of a 2020A-T Bond, unless such non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and such gain is derived from sources within the United States. Certain other exceptions may be applicable, and a non-U.S. Holder should consult its tax advisor in this regard.

The Bonds will not be includable in the estate of a non-U.S. Holder unless, at the time of such individual's death, payments in respect of the 2020A-T Bonds would have been effectively connected with the conduct by such individual of a trade or business in the United States.

**Foreign Account Tax Compliance Act**

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act ("FATCA") imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Bonds and sales proceeds of Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including original issue discount) and will apply to (i) gross proceeds from the sale, exchange or retirement of debt obligations paid after December 31, 2018, and (ii) certain "pass-thru" payments no earlier than two years after the date of publication of final regulations defining the term "foreign pass-thru payment." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

**ERISA Considerations**

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and section 4975 of the Code generally prohibit certain transactions between employee benefit plans under ERISA or tax qualified retirement plans and individual retirement accounts under the Code (collectively, the "Plans") and persons who, with respect to a Plan, are fiduciaries or other "parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of the Code. In addition, each fiduciary of a Plan ("Plan Fiduciary") must give appropriate consideration to the facts and circumstances that are relevant to an investment in the 2020A-T Bonds, including the role that such an investment in the Bonds would play in the Plan's overall investment portfolio. Each Plan Fiduciary, before deciding to invest in the Bonds, must be satisfied that such investment in the 2020A-T Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Bonds, are diversified so as to minimize the risk of large losses and that an investment in the 2020A-T Bonds complies with the documents of the Plan and related trust, to the extent that such documents are consistent with ERISA. All Plan Fiduciaries, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any 2020A-T Bonds.

**Virginia Taxation**

Under Section 15.2-5132 of the Code of Virginia of 1950, as amended (the "Virginia Code"), the 2020A-T Bonds, their transfer and the income therefrom, including any profit made on their sale, are free from taxation by the Commonwealth of Virginia and its political subdivisions.

**LITIGATION**

There is no litigation of any nature to which the Authority is a party pending or, to the knowledge of the Authority, threatened against it to restrain or enjoin the issuance, sale, execution or delivery of the 2020 Bonds, or in any way contesting or affecting the validity of the 2020 Bonds or any proceedings taken with respect to the issuance or sale thereof or the Authority's power and authority to issue the 2020 Bonds, or in any way contesting or affecting the validity of or application of the money or the security provided for the 2020 Bonds.

There is no litigation pending or, to the best knowledge of the Authority, threatened against it which, even if adversely determined against the Authority, would have a material adverse effect on the Authority's financial position or future operations.

#### **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.

#### **VERIFICATION OF CERTAIN MATHEMATICAL COMPUTATIONS**

The accuracy of the arithmetical computations of the maturing principal and interest earned on the federal securities in the escrow account established in the escrow agreement relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on the Refunded Bonds, has been verified by Robert Thomas, CPA, LLC, Shawnee Mission, Kansas. Such verification has been based upon information supplied by the Financial Advisor.

#### **RATING**

The 2020 Bonds have been rated "\_\_\_" by \_\_\_\_ ( "\_\_\_"). The Authority requested that the 2020 Bonds be rated and furnished certain information to \_\_\_\_, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell, or hold the 2020 Bonds. Generally, rating agencies base their ratings on such materials and information provided by the Authority, 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 Authority. Any such downward revision or withdrawal of any of such rating may have an adverse effect on the market price of the 2020 Bonds.

#### **CONTINUING DISCLOSURE**

[NTD-if Developer will have reporting requirements under the Continuing Disclosure Agreement, revise entire section accordingly]

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 2020 Bonds, unless it has determined that the issuer of such securities or other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule ("Event Notices").

The Authority will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix H), to be dated the date of delivery of the 2020 Bonds, for the benefit of the holders of the 2020 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing March 31, 2021. Similarly, the Authority will provide Event Notices with respect to the 2020 Bonds to EMMA. The Authority has updated its procedures relating to compliance with its undertakings under the Rule to reflect the most recent amendments to the Rule.



[In the five years preceding the date of this Official Statement, the Authority has materially complied with its undertakings under the Rule.][Need to check compliance history for the Authority and for the Developer.]

Any failure by the Authority to perform its obligations under the Continuing Disclosure Agreement will not constitute an Event of Default under the Trust Indenture or the 2020 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriters' obligations to purchase the 2020 Bonds will be conditioned upon receipt, at or prior to the delivery of the 2020 Bonds, of an executed copy of the Continuing Disclosure Agreement.

#### **MISCELLANEOUS**

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof, and no guarantee, warranty, or other representation is made concerning the accuracy or completeness of the information herein. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

**APPROVAL OF OFFICIAL STATEMENT**

The execution and delivery of this Official Statement have been duly authorized by the Authority.

**MOSAIC DISTRICT COMMUNITY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chair



**TAX INCREMENT PROJECTION STUDY**

**PREPARED BY MUNICAP, INC.**

*MuniCap, Inc. has prepared the following Tax Increment Projection Study that provides estimates of County Advanced Revenues for each year in which the 2020 Bonds are outstanding. Such estimates are based on the best information currently available to the Administrator and the Developer. A number of factors, including those discussed in the section **“CERTAIN BONDHOLDERS’ RISKS”** and in this Appendix A, could cause the actual figures to be materially different from the projected figures. The Tax Increment Projection Study should be read in its entirety for an understanding of the assumptions and rationale underlying the forecasts contained therein.*

**RATE AND METHOD OF  
APPORTIONMENT OF SPECIAL ASSESSMENTS**

**THE DISTRICT**

**THE COUNTY'S FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2019  
(INCLUDING DISTRICT INFORMATION)**

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**CERTAIN FINANCIAL, ECONOMIC AND DEMOGRAPHIC  
INFORMATION CONCERNING FAIRFAX COUNTY, VIRGINIA**

**The following information should not be read with a view to the creditworthiness of  
Fairfax County, which, in any event, is not obligated to pay debt service on the 2020 Bonds.**

Set forth below is certain financial, economic, and demographic information describing generally certain conditions that may affect the performance and value of retail and commercial property in Fairfax County. The success of any retail or commercial venture, and the value of the real property on which it is located, is subject to many factors. No assurance can be given that any particular financial, economic, or demographic factor in Fairfax County will correlate with the performance or value of any particular retail or commercial property within the District.

**GENERAL DESCRIPTION**

**Overview**

Fairfax County, Virginia (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.

The financial and operating data contained in this Official Statement, and in particular under the captions “\_\_\_\_\_” and “\_\_\_\_\_” and in Appendices [C, D and E,] are as of the dates and for the periods indicated, which in many cases 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 “**ECONOMIC FACTORS-COVID-19 Matters.**”

**ECONOMIC FACTORS**

**Economic Development**

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority (“EDA”), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs, and assist in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at over 118.7 million square feet as of year-end 2019. At that time, construction activity totaled over 2.7 million square feet. The direct vacancy rate for the office market was 13.9 percent as of year-end 2019. Including sublet space, the office vacancy rate was 14.4 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.

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.

#### **COVID-19 Matters**

The COVID-19 (Coronavirus) pandemic has quickly and significantly changed the economic outlook across the country and the world, including in Fairfax County. Many County residents have been furloughed or have been laid off from their jobs. As part of the Virginia Governor's Phase 3, Forward Virginia, which began on July 1, 2020, businesses across the County are opened with reduced staff and capacity and operating under social distancing guidelines. Restaurants and beverage services are open, but bar seating is prohibited, and fitness and exercise facilities are open at seventy-five percent capacity. Childcare and personal grooming are also open, and County parks and athletic fields are open, but indoor facilities remain closed. Face coverings are required in Fairfax County and all public buildings. County residents are encouraged to utilize virtual County services offered online, by phone, and through appointment. The Board of Supervisors extended the deadline to pay the first half of real estate taxes from July 28, 2020, to August 28, 2020. The Board of Supervisors met virtually for meetings this past spring, and in July 2020 the Board of Supervisors returned to in-person meetings with socially-distant spacing. Fairfax County Public Schools will provide all virtual learning in the fall of 2020.

The FY 2020 Third Quarter Review reflected several adjustments necessary to fund FY 2020 spending and reserve requirements. The coronavirus pandemic (COVID-19) rapidly escalated, with school closures and event cancellations, and consumers were asked to stay home to combat the spread of the virus. All revenue categories were closely monitored. County agencies were requested to defer all non-critical expenditures for the remainder of FY 2020. As a result, savings identified as part of the FY 2020 Third Quarter Review – totaling \$11.3 million – were set aside in a reserve to address the COVID-19 pandemic, including necessary spending requirements as well as to offset potential revenue losses.

As part of the FY 2020 Carryover Review process, County staff submitted to the Board of Supervisors on July 28, 2020 yearend financial results. The FY 2020 General Fund Revenues and Transfers In were \$4.66 billion, a decrease of \$14.7 million, or 0.3 percent, from the FY 2020 Revised Budget Plan estimate. The revenue estimates included in the FY 2020 Revised Budget Plan were based on revenue collections through the end of February 2020, before the COVID-19 pandemic started disrupting economic activity nationwide. The FY 2020 preliminary Business, Professional, and Occupational License (BPOL) Tax collections are \$173.8 million or 4 percent above the FY 2019 actual of \$167.2 million. The FY 2020 preliminary Sales Tax collections are \$189.8 million or 1.5 percent above the FY 2019 actual of \$187.0 million. In addition, County agencies realized disbursement balances because of

continuing close management of agency spending, which included filling essential positions only and focusing on critical expenditures. The FY 2020 General Fund Disbursements were \$274.38 million or 5.8 percent below the FY 2020 Revised Budget Plan estimate. As a result, Fairfax County's combined revenue and disbursements balance, after funding prior year obligations and reserve adjustments, totaled \$225.29 million. Of this ending balance, \$77.28 million was from the general fund, and \$148.01 million was from the County's CARES fund, which is described in more detail below.

Projecting revenues at this time is extremely difficult. As many businesses are opened with reduced staff and capacity, and County residents are encouraged to stay at home, the County is expecting declines in a number of revenue categories. A revenue category of particular concern during FY 2021 is the BPOL Tax. FY 2021 BPOL revenue will be based on gross receipts of businesses generated during calendar year 2020. Very little actual data will be available to help assess the impact of the COVID-19 pandemic and forecast FY 2021 BPOL receipts throughout the fiscal year. The County has assumed a 11 percent reduction in BPOL revenues in FY 2021 compared to its FY 2020 preliminary amount. Another important revenue source that is projected to decline in FY 2021 is Sales Tax, for which the County has assumed a 10 percent reduction in FY 2021 compared to its FY 2020 preliminary amount. School-Age Child Care (SACC) revenue is also expected to be negatively impacted as a result of the Fairfax County Public Schools recent decision to provide all virtual learning in the fall. The scale of the reductions will be affected by the course of the pandemic, the prospects of developing a vaccine and effective treatments, the duration of the restrictions established by governments to control the spread of the virus, consumer confidence, and businesses' responses as well as the effect of current and future fiscal and monetary measures implemented in support of the economy. The County is adding a new Mid-Year FY 2021 Budget Review to the budget calendar this year. This will provide for Board of Supervisors Budget Committee review as part of meetings scheduled for November 2020 and January 2021, and final approval in January 2021. This review will include updates to all revenue and expenditure categories based on additional months of financial data.

In April, the County received \$200.2 million in federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which must be spent by December 30, 2020. The funding was appropriated as part of the FY 2020 Third Quarter Review. Expenses to date in FY 2020 total \$52.2 million, and the remaining balance of \$148 million has been carried forward as part of the FY 2020 Carryover Review process. The County CARES Act Funding has been allocated 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. County staff provide monthly CARES funding reports to the Board of Supervisors.

The financial and operating data contained in this Official Statement and in particular under the captions "\_\_\_\_\_" and "\_\_\_\_\_" and in Appendices [C, D, and E,] are as of the dates and for the periods indicated, 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.

## **Employment**

As of the second quarter of 2019, there were more than 36,000 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 622,000. 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 second quarter of 2019.



**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	14	71
Mining, quarrying, and oil and gas extraction	10	292
Utilities	22	1,335
Construction	2,280	25,105
Manufacturing	424	5,686
Wholesale Trade	1,076	13,860
Retail Trade	2,575	53,868
Transportation and Warehousing	363	11,284
Information	864	20,253
Finance and Insurance	1,653	28,506
Real Estate and Rental and Leasing	1,686	10,054
Professional and Technical Services <sup>2</sup>	9,947	160,970
Management of Companies and Enterprises	344	21,312
Administrative and Waste Services	2,001	43,708
Educational Services	683	11,403
Health Care and Social Assistance	4,013	60,974
Arts, Entertainment, and Recreation	395	7,402
Accommodation and Food Services	2,239	46,356
Other Services except Public Administration	4,892	20,657
Unclassified	743	1,428
Federal Government, all industries	136	24,454
State Government, all industries	34	9,763
Local Government, all industries	87	50,558
<b>Total</b>	<b>36,481</b>	<b>629,299</b>

Source: Virginia Employment Commission, Quarterly Census of Employment and Wages, Fairfax County, second quarter of 2019

<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 largest private, base sector (non-retail) employers as of March 2019. 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>
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Capital One*	Finance and Insurance
Freddie Mac*	Finance and Insurance
Inova Health System*	Health Care and Social Assistance
SAIC*	Professional, Scientific and Technical Services

**1,000-4,999 Employees**

<b><u>Company Name</u></b>	<b><u>Type of Business</u></b>
Accenture	Professional, Scientific and Technical Services
ADP	Administrative and Support Services
AECOM	Professional, Scientific and Technical Services
Amazon	Information/Transportation and Warehousing

AT&T	Information
BAE Systems	Professional, Scientific and Technical Services
Boeing	Professional, Scientific and Technical Services
CACI International	Professional, Scientific and Technical Services
Catholic Diocese of Arlington	Educational Services/Other Services
CGI	Professional, Scientific and Technical Services
Constellis*	Administrative and Support Services
Deloitte	Professional, Scientific and Technical Services
DXC Technology*	Professional, Scientific and Technical Services
Erickson Living	Health Care and Social Assistance
EY (Ernst & Young)	Professional, Scientific and Technical Services
General Dynamics*	Professional, Scientific and Technical Services
Guidehouse*	Professional, Scientific and Technical Services
HCA Virginia	Health Care and Social Assistance
Hilton Worldwide*	Accommodation and Food Services
IBM	Professional, Scientific and Technical Services
ICF*	Professional, Scientific and Technical Services
Insperity	Administrative and Support Services
Kaiser Permanente	Health Care and Social Assistance
KPMG	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
ManTech International*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Finance and Insurance
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
Perspecta*	Professional, Scientific and Technical Services
Quest Diagnostics	Health Care and Social Assistance
Securitas USA	Administrative and Support Services
Sprint	Information
Sunrise Senior Living*	Health Care and Social Assistance
United Parcel Service	Transportation and Warehousing
WGL Holdings	Utilities

### 500-999 Employees

Company Name	Type of Business
Admiral Security Services	Administrative and Support Services
Appian*	Professional, Scientific and Technical Services
The Aerospace Corporation	Professional, Scientific and Technical Services
Associated Building Maintenance	Administrative and Support Services
Avenel Pool Service	Administrative and Support Services
Branch Banking and Trust	Finance and Insurance
Bechtel*	Professional, Scientific and Technical Services
Capgemini	Professional, Scientific and Technical Services
CARFAX*	Information
Carahsoft*	Wholesale Trade
CarePeople Home Health*	Health Care and Social Assistance
Chenega	Professional, Scientific and Technical Services
The College Board*	Educational Services
Command Security*	Administrative and Support Services
ComScore*	Professional, Scientific and Technical Services
Crothall Healthcare	Health Care and Social Assistance
CustomInk*	Wholesale Trade
Cvent*	Professional, Scientific and Technical Services
Dell Technologies	Professional, Scientific and Technical Services
Deltek*	Professional, Scientific and Technical Services
Fairfax Radiological Consultants*	Health Care and Social Assistance

Gannett*	Information
Hexaware Technologies	Professional, Scientific and Technical Services
HITT Contracting*	Construction
Huntington Ingalls Industries	Professional, Scientific and Technical Services
Intelsat	Information
Jacobs Engineering	Professional, Scientific and Technical Services
K12*	Educational Services
KinderCare Learning Centers	Educational Services
Laboratory Corporation of America	Health Care and Social Assistance
Life Time Fitness	Arts, Entertainment, and Recreation
LMI*	Professional, Scientific and Technical Services
Lockheed Martin	Professional, Scientific and Technical Services
Marriott International	Accommodation and Food Services
MAXIMUS*	Professional, Scientific and Technical Services
Metropolitan Health Care Services*	Health Care and Social Assistance
Microsoft	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
Mount Vernon Ladies' Association	Other Services
MV Transportation	Health Care and Social Assistance
NTT Group	Professional, Scientific and Technical Services
NVPools*	Administrative and Support Services
Parallon	Professional, Scientific and Technical Services
Parsons*	Professional, Scientific and Technical Services
Paychex	Administrative and Support Services
Raytheon	Professional, Scientific and Technical Services
Salesforce	Professional, Scientific and Technical Services
Salient CGRT	Professional, Scientific and Technical Services
Shirley Contracting Company*	Construction
Sodexo USA	Accommodation and Food Services
Unisys	Professional, Scientific and Technical Services
US Fitness Holdings*	Arts, Entertainment, and Recreation
The Washington Post	Information
US Security Associates	Administrative and Support Services
VeriSign*	Professional, Scientific and Technical Services
Volkswagen Group of America	Management of Companies and Enterprises
Wells Fargo	Finance and Insurance
William A. Hazel*	Construction

Source: Fairfax County Economic Development Authority, List of Largest Employers March 2019. 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.

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Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. Following the onset of the COVID-19 pandemic, the average unemployment rate in Fairfax County in 2020 increased to 5.9%. The average Virginia and U.S. unemployment rates during the same period are 6.4% and 8.8%, respectively. 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

<u>Calendar Year</u>	<u>Fairfax County</u>	<u>Virginia</u>	<u>United States</u>
2010	5.1%	7.2%	9.6%
2011	4.8	6.6	9.0
2012	4.5	6.0	8.1
2013	4.4	5.7	7.4
2014	4.2	5.2	6.2
2015	3.6	4.4	5.3
2016	3.2	4.0	4.9
2017	3.0	3.8	4.4
2018	2.4	3.0	3.9
2019	2.3	2.8	3.7
2020 <sup>1</sup>	5.9	6.4	8.8

Sources: U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

<sup>1</sup> Data as of July, 2020 for further comparison and to reflect impact of the onset of the COVID-19 pandemic. Following the onset of the COVID-19 pandemic, the unemployment rate in the County was approximately 10.2% in April, 2020, 8.5% in May, 2020, 7.8% in June, 2020, and 7.5% in July, 2020.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 629,749 in the second quarter of 2019. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

#### 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	629,749	1.61

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.

## Population

Fairfax County's estimated 2018 population is 1,152,873. 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 8,738 people per year during 2009-2018.

### 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

*Sources:* U.S. Bureau of the Census (1940-2000, and 2010 Decennial Censuses); FY 2011-2019 Fairfax County Comprehensive Annual Financial Report

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	<u>106,290</u>	<u>9.8</u>
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$117,515 and median family income was \$135,791 in 2017. Approximately 37.2% of the County's households and 44.6% of families had annual incomes of \$150,000 or more. The following table shows the 2017 household and family income distribution in the County.

**2017 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%	5.2%
\$25,000 – 49,999	9.8%	8.7%
\$50,000 – 74,999	12.3%	10.1%
\$75,000 – 99,999	12.1%	10.6%
\$100,000 – 149,999	21.4%	20.8%
\$150,000 or more	37.2%	44.6%
Median Income	\$117,515	\$135,791

Source: U.S. Census Bureau, 2013-2017 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, SSDI, 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.

**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)	
2010	8,977	\$428,941	3,946	\$375,126	1,150
2011	9,371	480,268	4,595	397,435	1,797
2012	9,454	538,307	4,308	602,444	3,023
2013	10,610	509,957	3,907	710,488	1,930
2014	10,469	895,638	5,054	660,063	4,154
2015	10,320	529,104	4,714	475,241	2,580
2016	10,268	616,151	4,844	496,006	2,961
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

*Sources:* Building permits provided by Fairfax County Department of Public Works and Environmental Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

<sup>1</sup> Includes new and alteration/repair permits issued. Does not include trade permits issued.

A list of the top ten new or expanded office projects within the County announced in the first quarter of 2020 is shown below:

#### **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>
Expel, Inc.	Cybersecurity	164
Macedon Technologies	Software	147
IDEMIA (France)	Cybersecurity	73
CALIBRE	Information technology	50
Interstate Van Lines	Transportation/Logistics	44
RIVA Solutions	Information technology	32
Credence Management Solutions	Information technology	27
Medallia	Artificial intelligence/Machine learning	26
Navitas Business Consulting	Information technology	20
Forescout Technologies Government Group (Israel)	Cybersecurity	15

*Source:* Fairfax County Economic Development Authority

#### **Housing**

As reported in January 2020, single-family detached housing units represented 46.5% of the total housing units within Fairfax County in 2019. Single-family attached housing accounted for 24.1%, and multi-family housing made up the remaining 29.4% in 2019. The median market value of all owned housing units, including condominiums, in Fairfax County in 2019 was estimated by the Department of Management and Budget to be \$536,183.

## Housing Units by Type of Structure

	<u>1990</u>		<u>2000</u>		<u>2010</u>		<u>2019</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	195,998	46.5
Attached <sup>2</sup>	67,306	22.3	87,171	24.3	98,972	25.0	101,229	24.1
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>123,805</u>	<u>29.4</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>421,102</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1990-2000) and 2010 and 2019 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 June, 2019, to June, 2020, is listed below:

## Average Sale Price Housing Units

<u>Type of Structure</u>	<u>June 2019</u>	<u>June 2020</u>	<u>% change</u>
All Homes	\$639,395	\$619,363	3.2%
Detached Homes	814,103	768,220	6.0
Attached Homes	433,621	429,767	0.9

Source: Fairfax County Department of Management and Budget Economic Indicators – July, 2020

## 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



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nephew; and Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia. The region also boasts professional baseball, basketball, football, ice hockey and soccer.

### 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 2018 (FY 2019) was 3.4%, and the assessment to sales price ratio was 0.951. 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 2021 of the real estate tax base, as reported for calendar year 2020 assessments in the main tax book for Fairfax County, increased by 3.72% in value from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue.

#### Assessed Value of All Taxable Property<sup>1</sup>

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total</u>
2012	\$192,062,068,734	\$15,265,499,862	\$207,327,568,596
2013	198,178,754,789	16,053,881,534	214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015	216,832,912,747	16,518,808,610	233,351,721,357
2016	224,411,716,328	16,895,179,934	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 <sup>2</sup>	253,181,124,101	18,461,570,210	271,642,694,311
2021 <sup>2</sup>	262,599,745,710	18,279,799,481	280,879,545,191

*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 2021 Adopted Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

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### Tax Rates per \$100 Assessed Value (Fiscal Year)

Tax Category	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Real Estate – Regular and Public Service	\$1.07	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13	\$1.15	\$1.15	\$1.15
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	1.07	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15
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	1.07	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15
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 2012-FY 2021.

<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.

### Commercial-Industrial Percentage of the Total Assessed Value of Real Property<sup>1</sup>

<u>Fiscal Year<sup>2</sup></u>	<u>Percent (%)<sup>3</sup></u>
2012	19.64
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

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, 2020.

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**Top 25  
Holders of Real Property in Fairfax County  
As of January 1, 2020**

<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	\$1,743,486,950
2	Capital One Bank	Office	838,869,160
3	PR Springfield Town Center LLC	Springfield Town Center	480,692,130
4	Fairfax Company of Virginia LLC	Fair Oaks Mall	430,538,000
5	Ps Business Parks LP	Industrial Parks	427,402,530
6	Reston Town Center Property LLC	Commercial & Retail	425,968,780
7	Washington Gas Light Company	Public Utility	400,179,089
8	Camden Summit Partnership LP	Apartments	383,359,160
9	Tysons Galleria LLC	Commercial & Retail	378,044,450
10	ExxonMobil Foundation	Office	373,021,100
11	Coresite Real Estate 12100	Office	370,264,520
12	Mitre Corporation	Office	365,714,760
13	Federal Home Loan Mortgage Corporation	Office	362,117,420
14	South of Market LLC	Office	323,086,550
15	Tysons Corner Office I LLC	Office	284,794,050
16	Tamares 7950 Owner LLC	Office	256,883,780
17	Hyundai Able Patriots Park LLC	Commercial & Industrial	253,544,290
18	Home Properties Mount Vernon LLC	Apartments and Office	246,484,320
19	WashReit Riverside Apartments LLC	Apartments	236,464,840
20	Writ LP	Commercial & Industrial	232,858,130
21	Boro I Office The LLC	Office	227,832,090
22	Dunn Loring Development Company LLC	Commercial & Retail	215,469,230
23	Eskridge (E&A) LLC	Commercial & Retail	213,234,170
24	JBG/Reston Executive Center LLC	Office, Apartments & Retail	208,988,110
25	Home Properties Orleans Village LLC	Apartments	206,097,360
<b>Total</b>			<b>\$9,885,394,969</b>

Source: Fairfax County Department of Tax Administration, January 1, 2020, tax rolls

<sup>1</sup> As of January 1, 2020, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.76% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2020, assessments generate tax revenue in FY 2021.

**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>
2012	\$2,578,579,112	\$2,563,131,721	99.40	\$22,034,282	\$2,585,166,003	100.26
2013	2,685,186,192	2,679,668,935	99.79	18,659,978	2,698,328,913	100.49
2014	2,789,010,004	2,776,199,493	99.54	21,735,390	2,797,934,883	100.32
2015	2,932,029,373	2,926,228,317	99.80	23,425,378	2,949,653,695	100.60
2016	3,027,718,274	3,019,636,276	99.73	21,161,598	3,040,797,874	100.43
2017	3,218,263,071	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	3,551,105,738	3,534,558,666	99.53	27,251,494	3,561,810,160	100.30
2021	3,651,307,109	3,633,073,904	99.50	27,251,494	3,660,325,398	100.25

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 2012 through FY 2019 from Fairfax County Comprehensive Annual Financial Reports; FY 2020 and FY 2021 are estimates per the FY 2021 Adopted Budget Plan via the Department of Management and Budget and Department of Tax Administration. Estimates of tax collections for fiscal years 2020 and 2021 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

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.

#### **FY 2020 Budget**

On May 7, 2019, the Fairfax County Board of Supervisors voted to approve the FY 2020 Adopted Budget Plan. The FY 2020 budget was based on revenue growth of 3.1 percent over the FY 2019 Revised Budget Plan. The real estate tax rate of \$1.15 per \$100 of assessed value remained level over the FY 2019 Adopted Budget Plan. FY 2020 General Fund Disbursements totaled \$4.45 billion, which is a 1.2 percent increase above the FY 2019 Revised Budget Plan. County support to Fairfax County Public Schools totaled \$2.35 billion, which is a 3.8 percent increase over the FY 2019 Adopted Budget Plan and 52.8 percent of total FY 2020 Disbursements. Funding was also provided for employee compensation and additional funds toward reserves and the County retirement plans. For additional information on FY 2020 results, see “**ECONOMIC FACTORS-COVID-19 Matters**” above.

#### **FY 2021 Budget**

On February 25, 2020, the County Executive presented the FY 2021 Advertised Budget Plan to the Board of Supervisors. The FY 2021 Advertised Budget Plan was based on revenue growth of 3.5 percent and an increase of 3 cents to the real estate tax rate from \$1.15 per \$100 of assessed value to \$1.18 per \$100 of assessed value. The initial FY 2021 General Fund Disbursements would have been equal to \$4.63 billion, which would have been a 3.65 percent increase above the FY 2020 Adopted Budget Plan. County support to Fairfax County Public Schools would

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have been equal to \$2.43 billion, which be a 3.65 percent increase over the FY 2020 Adopted Budget Plan, and 52.6 percent of total originally proposed FY 2021 Disbursements. Also, funding would have been provided for employee compensation and additional funds toward Board priorities such as Early Childhood Opportunities, Environmental Initiatives, Diversion First, Opioid Use Prevention Efforts, Body-Worn Cameras, Police and Fire positions, and Library Hours. In addition, a new Strategic Plan was released concurrent with the original proposed budget.

On April 7, 2020, the initial FY 2021 budget proposal was updated and streamlined substantially to reflect the new economic realities associated with the COVID-19 pandemic. All proposed tax rate and fee increases were eliminated to alleviate pressure on the County's taxpayers. The real estate tax rate would remain at \$1.15 per \$100 of assessed value in FY 2021. Spending adjustments would be refocused on essential services only, which would include the elimination of employee compensation increases. New positions would be reduced from 177 to 20 – with all but one of these positions directed to the Health Department to boost the County's efforts to combat the COVID-19 pandemic. This updated proposal exemplified the County's efforts to meet the community's most critical needs and to protect the County's existing employees. The budget approval timeline was also shifted back to allow for more time for Board of Supervisors' and residents' consideration.

The Board of Supervisors approved the FY 2021 Adopted Budget Plan on May 12, 2020, with no further changes from the update provided in April. Additional adjustments to the FY 2021 Revised Budget Plan, pending further economic and financial data, may be made in the fall of 2020 as part of the new FY 2021 Mid-Year Review and in the spring of 2021 as part of the FY 2021 Third Quarter Review.

## DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

*The following is a brief summary of certain provisions of the Indenture, effective on the Closing Date for the 2020 Bonds. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee. See also the front portion of the Official Statement sections “THE 2020A BONDS” and “SECURITY FOR THE 2020A BONDS.”*

### DEFINITIONS OF CERTAIN TERMS

*The following terms used in this Official Statement have the respective meanings set forth below:*

“Additional Bonds” means any Bond other than the 2020 Bonds issued under the Indenture pursuant to a Supplemental Indenture.

“Administrative Expenses” means costs directly related to the administration of the Authority, including the costs of computing the Special Assessments and preparing the annual Special Assessment collection schedules and the costs of collecting the Special Assessments and the County Advanced Revenues (whether by the County or otherwise); the costs of remitting the Pledged Revenues to the Trustee; the fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the fees and costs of the Administrator in the discharge of the duties required of it under the Indenture and the Administrator Agreement; any administrative expenses of the Authority (including costs of official meetings of the Authority, fees paid to its board members and to its legal counsel and other consultants and advisors); the costs of the Authority of complying with arbitrage rebate requirements; and the costs of the County or the Administrator related to any appeal of the Special Assessments or the Special Taxes. Administrative Expenses also include amounts advanced or costs incurred by the County, the Authority or the Administrator for any administrative purpose of the Authority, including costs in connection with establishing the Authority, costs related to assessing and collecting Pledged Revenues and prepayments of Special Assessments or the Special Taxes, recordings or other filings related to such prepayments and satisfaction of Special Assessments or the Special Taxes, amounts paid by the Authority to make rebate payments, costs of complying with securities disclosure requirements, and the costs incurred by the Administrator or the County, if any, in connection with collection or foreclosure of delinquent Special Assessments or Special Taxes.

“Administrative Expense Fund” means the fund of such name established by the Indenture.

“Administrator” means the entity selected by the Authority to perform any and all tasks described under the caption “**THE ADMINISTRATOR**” herein and those tasks specified in the Administrator Agreement, initially, MuniCap, Inc., a Maryland corporation.

“Administrator Agreement” means the Agreement for Administrative Services, dated as of [June 1, 2011], by and between the Authority and the Administrator, as such Agreement may be amended from time to time.

“Authorized Authority Representative” means the Chairman, the Vice-Chairman, or the Treasurer of the Authority or any other person or persons designated to act on behalf of the Authority by a certificate signed by the Chairman and filed with the Trustee.

“Authority-Owned Facilities” means those Facilities owned by the Authority and financed as in whole or in part with the proceeds of the Bonds and refinanced with proceeds of the 2020 Bonds.

“Beneficial Owners” means, during any period when the Bonds are held in book entry form, any owner of any Bonds as shown on the records of the participants of DTC or any successor securities depository, and during any period when the Bonds are issued in certificated form, any registered owner of any Bonds.

“Bond” or “Bonds” means the 2020 Bonds issued pursuant to the Indenture, and any Additional Bonds issued under the Indenture, but will not include any subordinate debt or any bonds or other evidence of indebtedness of the Authority issued from time to time under any other indenture, trust agreement, resolution or similar instrument.

“Bond Counsel” means Norton Rose Fulbright US LLP or a firm of attorneys (designated by the Authority) of nationally recognized standing in matters pertaining to the validity of and the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Bond Fund” means the fund of such name established by the Indenture.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in the Commonwealth, or the jurisdiction in which the designated corporate trust office of the Trustee or the Paying Agent is located, are authorized by law to close, (iii) a day on which the New York Stock Exchange is closed, or (iv) such other days as may be specified in a Supplemental Indenture.

“Chairman” means the Chairman of the Authority.

“Closing Date” means, with respect to the 2020 Bonds, the date the 2020 Bonds are issued and delivered by the Authority to the initial purchasers thereof against payment therefor (December \_\_, 2020).

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings, and any successor codification.

“Commonwealth” means the Commonwealth of Virginia.

“Cost” or “Cost of the Facilities” means all costs incurred by or on behalf of the Authority in connection with the acquisition, expansion, construction, development, improvement, equipping, planning and financing of the Facilities or any portion of the Facilities, including, without limitation, the payment or reimbursement of costs of issuance of the Bonds, including without limitation the reasonable costs of legal and financial consultants incurred by the Authority, the County, the Developer and the Trustee in connection with the creation of the Authority and the issuance of the Bonds, and the funding of such funds and accounts as are provided in the Indenture, 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 up to approximately one year after completion of construction, cost of engineering and legal expenses, plans, specifications, and other expenses necessary or incident to construction of the Facilities.

“Counsel” means such attorney or firm of attorneys selected or approved by the Authority who are duly admitted to practice law before the highest court of any state of the United States of America, who, unless otherwise provided in the Indenture, may be an employee of the Authority or the County or an employee or officer of the Trustee.

“County” or “Fairfax County” means Fairfax County, Virginia.

“County Advanced Revenues” means the County Advanced Revenues, as defined in the Memorandum of Understanding, collected by the County and paid to the Trustee in accordance therewith.

“County Representative” means the County Executive or such officer’s designee.

“Debt Service Reserve Fund” means the fund of such name established by the Indenture.

“Debt Service Reserve Requirement” means an amount equal to the least of (i) the maximum principal and interest due on the Bonds in the then current or any future Fiscal Year, (ii) ten percent of the original stated principal amount of the Bonds (or ten percent of the issue price of such Bonds if required by the Code), and (iii) 125 percent

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of the average annual principal and interest due on the Outstanding Bonds in the then current or any future Fiscal Year.

“Delinquent Payments Account” means the Delinquent Payments Account established by the Indenture.

[“Developer” means collectively, Eskridge (E&A), LLC, a South Carolina limited liability company, or its successors and assigns, and Eskridge Properties (E&A), LLC, a South Carolina limited liability company, or its successors and assigns.]

“Development Agreement” means the Development/Acquisition Agreement, dated as of June 1, 2011, among the Authority, the County and the Developer, as such Agreement may be amended from time to time.

“District” means the Mosaic District, the portion of the County comprising the Authority created pursuant to the Ordinance.

“Engineer” means any independent engineering or architectural firm or individual architect or engineer retained or approved by the Authority as Engineer for purposes of the Indenture, which Engineer may be an employee of the Authority or the County, unless otherwise provided in the Indenture.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., as escrow under the Escrow Agreement.

“Escrow Agreement” means the Escrow Deposit Agreement, dated December \_\_, 2020, between the Authority and the Escrow Agent, relating to the 2020 Bonds.

“Event of Default” means any Event of Default specified under the caption “Events of Default.”

“Facilities” means the Infrastructure, as defined in the Petition and financed with proceeds of the 2011 Bonds and refinanced with proceeds of the 2020 Bonds.

“Fiscal Year” means the period of twelve months beginning each July 1 and ending each June 30 or such other period of twelve months as may be established by the Authority as its annual accounting period.

“First Supplemental Indenture” means the First Supplemental Trust Indenture, dated as of December 1, 2020, between the Authority and the Trustee.

“Fitch” means Fitch Ratings, Inc., its successors and assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, “Fitch” will be deemed to refer to any other nationally recognized rating agency designated by the Authority.

“Government Certificates” mean certificates representing ownership of either United States Treasury bond principal at maturity or coupons for accrued periods of interest, which bonds or coupons are held by a bank or trust company, organized and existing under the laws of the United States of America or any of its states acceptable to the Trustee and the Authority, in the capacity of custodian independent of the seller of the certificates.

“Government Obligations” mean bonds, notes and other obligations of the United States of America and securities unconditionally guaranteed as to the payment of principal and interest by the United States of America or any agency thereof. Such evidences of indebtedness may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, as amended, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness, or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.



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“Indenture” means the Trust Indenture, dated as of December 1, 2020, between the Authority and the Trustee, as it may be modified, altered, amended and supplemented from time to time in accordance with its terms.

“Interest Account” means the Interest Account of the Bond Fund established by the Indenture.

“Interest Payment Date” means March 1 and September 1 of each year, commencing March 1, 2021.

“Land Owner” means any Person that owns a parcel of land within the District.

“Majority Holders” means the Beneficial Owners of more than 50% of the aggregate principal amount of Bonds Outstanding.

“Mandatory Prepayments” means prepayments of the Special Assessments required by the provisions of the RMA.

“Memorandum of Understanding” means the memorandum of understanding, dated as of May 12, 2010, as amended and restated as of June 1, 2011, [as supplemented as of December 1, 2020,] among the Authority, the Land Owners, the Developer and the County, as such memorandum may be amended from time to time.

“Moody’s” means Moody’s Investors Service, Inc., its successors and assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, “Moody’s” will be deemed to refer to any other nationally recognized rating agency designated by the Authority.

“Net Proceeds” mean the proceeds from any insurance recovery or condemnation award in respect of Authority-Owned Facilities that are deposited by or on behalf of the Authority with the Trustee and remaining after payment of attorneys’ fees, costs, fees and expenses of the Authority and the Trustee and all other expenses incurred in collection of the gross proceeds.

“Net Proceeds Account” means the Net Proceeds Account of the Project Fund established by the Indenture.

“Opinion of Counsel” means a written opinion of any Counsel, in form and substance acceptable to the Trustee.

“Ordinance” means the Ordinance, adopted by the Board of Supervisors on April 27, 2009, authorizing the creation of the Authority and the District, as amended by the ordinance adopted April 27, 2010.

[“Original Indenture” means the Trust Indenture, dated as of June 1, 2011, between the Authority and the Trustee, prior to the amendment and supplement thereof by the First Supplemental Indenture.]

“Outstanding” means, at any date, the aggregate of all Bonds authorized, issued, authenticated and delivered under the Indenture, except:

- (a) Bonds cancelled or surrendered to the Paying Agent for cancellation;
  - (b) Bonds deemed to have been paid as described under the caption “Discharge of Indenture” herein;
- and
- (c) Bonds in lieu of or in substitution for which other Bonds have been authenticated and delivered pursuant to the Indenture unless proof satisfactory to the Paying Agent is presented that any such Bond is held by a bona fide Owner.

Bonds that are owned by the Authority will be disregarded and deemed not to be Outstanding for the purpose of any such determination; provided, however, that for the purpose of determining whether the Trustee will be protected in relying upon any request, demand, authorization, direction, notice, consent or waiver, only Bonds that a Responsible Officer of the Trustee actually knows to be so owned will be disregarded.

“Owner” means the Person in whose name a particular Bond is registered on the records of the Paying Agent.

“Paying Agent” means any paying agent for the Bonds (and may include the Trustee) and its successor or successors appointed pursuant to the provisions of any Supplemental Indenture. Unless otherwise provided in a Supplemental Indenture, the Trustee will be the Paying Agent.

“Permitted Investments” means, subject to the provisions of Chapter 45, Title 2.2, Code of Virginia of 1950, as amended, entitled “Investment of Public Funds Act” (the “Investment Act”), any obligations listed below, to the extent permitted by law, as such law may be amended from time to time:

(a) Bonds, notes and other evidences of indebtedness to which the full faith and credit of the Commonwealth is pledged for the payment of principal and interest or which are unconditionally guaranteed as to the payment of principal and interest by the Commonwealth;

(b) Government Obligations;

(c) Government Certificates;

(d) Bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body of the Commonwealth upon which there is no default; provided that such bonds, notes and other evidences of indebtedness are either direct obligations of, or unconditionally guaranteed by the county, city, town, district, authority or other public body and revenue bonds issued by agencies or authorities of the Commonwealth or its political subdivisions upon which there is no default that are rated in one of the two highest debt rating categories by both of the Rating Agencies, without regard to any refinement or gradation of such rating category by numerical modifier or otherwise;

(e) Savings accounts and time deposits in any bank, including the Trustee and its affiliates, or savings institution within the Commonwealth, provided that the funds are secured in the manner required by the Virginia Security for Public Deposits Act or any successor legislation;

(f) Bonds and other obligations issued, guaranteed or assumed by the International Bank for Reconstruction and Development, Asian Development Bank or African Development Bank;

(g) “Prime quality” commercial paper, with a maturity of 270 days or less, of issuing corporations organized under the laws of the United States, or of any state thereof, including paper issued by banks and bank holding companies. “Prime quality” shall be as rated by at least two of the following: Moody’s, within its NCO/Moody’s rating of prime 1, by S&P, within its rating of A-1, by Fitch, within its rating of F-1, or by their corporate successors, provided that at the time of any such investment:

(1) The issuing corporation, or its guarantor, has a net worth of at least \$50,000,000; and

(2) The net income of the issuing corporation, or its guarantor, has averaged \$3,000,000 per year for the previous five years; and

(3) All existing senior bonded indebtedness of the issuer, or its guarantor, is rated A or better by at least two of the following: Moody’s, S&P or Fitch;

provided that, not more than 35% of the total funds held under the Indenture may be invested in commercial paper, and not more than five percent of the total funds held under the Indenture may be invested in commercial paper of any one issuing corporation;

(h) Corporate notes with a rating at least Aa by Moody’s and AA by S&P without regard to any numerical refinement or gradation of such rating category by numerical modifier or otherwise, with a maturity of not more than five years; provided that, not more than 35% of the total funds held under the Indenture may be invested

in corporate notes, and not more than five percent of the total funds held under the Indenture may be invested in corporate notes of any one issuing corporation;

(i) Direct and general obligations of any state of the United States to the payment of principal of and interest on which the full faith and credit of such state is pledged, upon which there is no default and upon which there has been no default for more than 90 days; provided that within the 20 preceding fiscal years such state has not been in default for more than 90 days in the payment of any debt of such state, if at the time of their purchase such obligations are rated in either of the two highest rating categories by either Rating Agency;

(j) Certificates of deposit and negotiable bank deposit notes of domestic banks and domestic offices of foreign banks with a rating of at least A-1 by S&P and P-1 by Moody's for maturities of one year or less and a rating of at least AA by S&P and Aa by Moody's for maturities longer than one year and not exceeding five years;

(k) Banker's acceptances, as permitted by the Investment Act, with banks rated in one of the two highest debt rating categories by both of the Rating Agencies, without regard to any refinement or gradation of such rating category by numerical modifier or otherwise; and

(l) Such other investments as may be permitted by the Investment Act as certified by the Authority to the Trustee, provided they are rated in one of the two highest debt or other rating categories by both of the Rating Agencies without regard to any numerical refinement or other gradation of such rating.

Any money held by the Trustee in the Bond Fund or in the Debt Service Reserve Fund will be separately invested and reinvested by the Trustee, at the written request of and as directed by an Authorized Authority Representative, only in investments described in paragraphs (a), (b), (c), (d), (e) and (f) above, which are at the time legal investments for public sinking funds under the Investment Act, or any subsequent provisions of law applicable to such investments or in repurchase agreements meeting the requirements set forth in the Indenture.

Investment in a money market fund or in the shares of any other management type of investment company registered under the Investment Company Act of 1940, the investments of which fund or company are exclusively in obligations or securities described above, will be considered investments in obligations described in such paragraphs, including any such fund maintained by the Trustee (including any proprietary mutual fund of the Trustee or any affiliate of the Trustee for which the Trustee or an affiliate of the Trustee serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor).

The Trustee, at the prior written direction of the Authority, may make Permitted Investments through the Virginia State Non-Arbitrage Program.

Any investments described above may be purchased by the Trustee at the written direction of the Authority pursuant to a repurchase agreement that is collateralized with securities described above, or in the case of any investments of the Bond Fund or Debt Service Reserve Fund, collateralized only in investments described in paragraphs (a), (b), (c), (d), (e) and (f) above, with any domestic or foreign bank, insurance company, or corporation the long-term debt or claims paying ability of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated in at least the double A category by both Rating Agencies. Such repurchase agreement will be considered a purchase of the investments even if title to and/or possession of the investments is not transferred to the Trustee so long as (i) the repurchase obligation is collateralized by the investments themselves, (ii) the investments have a fair market value determined at least weekly at least equal to 101% of the amount invested in the repurchase agreement, and any failure to maintain the fair market value of the investments at such level will require the Trustee to give notice to the other party to the agreement to correct the deficiency and if not corrected to liquidate the collateral, (iii) the investments are held by the Trustee or an agent acting for the Trustee, (iv) the investments are not subject to liens or claims of third parties, and (v) a perfected security interest under the Uniform Commercial Code of Virginia or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq., as amended, in the investments is created for the benefit of the Owners. In the event the fair market value of the investments falls below the amount set forth in clause (ii) of the preceding sentence, and such deficiency is not cured by the next business day, the Trustee is to reduce such investments to cash.

## Attachment 5

If such investments are held by a third-party, they are to be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and are to be segregated from securities owned generally by such third party or bank.

The Trustee will not be responsible for determining whether any investment that it is directed to make by the Authority is permitted by law.

“Person” means an individual, a corporation, a partnership, a general partner of a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental entity.

“Petition” means the petition dated February 10, 2009, to create the Authority.

“Pledged Revenues” means Special Assessment Revenues, Special Tax Revenues and County Advanced Revenues, including, without limitation, any investment earnings thereon, but not including amounts in the Net Proceeds Accounts, the Rebate Fund, the Administrative Expense Fund or the Surplus Fund.

“Prepayments” means any Special Assessment, or portion thereof, which is paid to the Authority before such amount becomes due, including Mandatory Prepayments.

“Principal Account” means the Principal Account of the Bond Fund established by the Indenture.

“Principal Payment Date” means any date on which a payment of principal (including any sinking fund installment) of the Bonds is due.

“Project Fund” means the fund of such name established by the Indenture.

“Rating Agency” means \_\_\_\_\_ or its successors and assigns. If \_\_\_\_\_ does not provide a rating for a certain purpose under the Indenture, \_\_\_\_\_ or its successors and assigns may be utilized in lieu of \_\_\_\_\_.]

“Rebate Amount” means the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

“Rebate Fund” means the fund of such name established by the Indenture.

“Redemption Account” means the Redemption Account of the Bond Fund established by the Indenture.

“Responsible Officer” means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate or other officer of the Trustee within the corporate trust office specified in the Indenture (or any successor corporate trust office) having direct responsibility for the administration of the Indenture.

“Revenue Fund” means the fund of such name established in by the Indenture.

“RMA” means the Rate and Method of Apportionment of Special Assessments and attached to the Memorandum of Understanding, as Exhibit D.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and their assigns, and, if such entity for any reason no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

“Series” means any series of Bonds issued under the Indenture

“Special Assessment Agreement” means, collectively, each Special Assessment Agreement and Declaration of Notice of Special Assessment, dated as of June 1, 2011, between a Land Owner, the 2011 Trustee, the County and the Authority.

## Attachment 5

“Special Assessment Ordinance” means the ordinance adopted by the Board of Supervisors of the County on April 26, 2011, providing for the levy and collection of the Special Assessments.

“Special Assessment Revenues” means the amounts collected pursuant to the Special Assessments and appropriated by the County to the Authority and paid to the Trustee, including any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the Special Assessment lien, penalties and default rate of interest and interest thereon (to the extent such penalties and interest are not retained by the County in accordance with the Memorandum of Understanding). “Special Assessment Revenues” does not include any Administrative Expenses collected by the County in connection with delinquent Special Assessments or other Administrative Expenses payable to the County in accordance with the Memorandum of Understanding.

“Special Assessments” means the special assessments levied within the District pursuant to the Special Assessment Ordinance; provided, however, that such Special Assessments only include Special Assessment Part A, as defined in the RMA.

“Special Tax Revenues” means the amounts collected pursuant to the Special Taxes and appropriated by the County to the Authority and paid to the Trustee including any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the Special Tax lien, penalties and default rate of interest and interest thereon (to the extent such penalties and interest are not retained by the County in accordance with the Memorandum of Understanding). “Special Tax Revenues” does not include any Administrative Expenses collected by the County in connection with delinquent Special Taxes or other Administrative Expenses payable to the County in accordance with the Memorandum of Understanding.

“Special Taxes” means the special taxes, if any, on taxable real property in the District pursuant to Virginia Code Section 15.2-5158(A)(3) as described in the Memorandum of Understanding; provided, however, that such Special Taxes only include the portion of Special Taxes relating to Special Assessment Part A, as defined in the RMA.

“Supplemental Indenture” means any indenture supplemental to or amendatory of the Indenture as originally executed, which is duly executed and delivered in accordance with the provisions of the Indenture.

“Surplus” has the meaning set forth in the Memorandum of Understanding.

“Taxable Bond Project Account” means the Taxable Bond Project Account of the Project Fund established pursuant to the Indenture.

“Tax Certificate” means the Tax Certificate executed by the District and the County in connection with the issuance of the 2020A Bonds.

“Tax-Exempt Bond Project Account” means the Tax-Exempt Bond Project Account of the Project Fund established pursuant to the Indenture.

“Tax-Exempt Bonds” means the 2020A Bonds and any other Bonds issued under the Indenture the interest on which is intended to be excluded from the gross income of the recipients thereof for federal income tax purposes.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successor or successors under the Indenture.

“2020 Optional Redemption Subaccount” means the Optional Redemption Subaccount of the Redemption Account within the Bond Fund established by the Indenture.

“2020 Prepayment Subaccount” means the Prepayment Subaccount of the Redemption Account in the Bond Fund established by the Indenture.

## SUMMARY OF INDENTURE

**Additional Bonds**

Additional Bonds may be issued under the Indenture for the purpose of refunding or defeasing Outstanding Bonds or providing funds to the Authority to purchase Outstanding Bonds. Before the issuance and authentication of any such Additional Bonds, the Authority will deliver or cause to be delivered, among other things, the following documents to the Trustee:

- (i) An executed Supplemental Indenture authorizing the issuance of such Bonds and setting forth their terms;
- (ii) A certified copy of a resolution of the Authority authorizing the execution and delivery of the Additional Bonds and the Supplemental Indenture;
- (iii) An Opinion or Opinions of Counsel, who is not an employee of the Authority or the Trustee, subject to customary exceptions and qualifications, to the effect that the Supplemental Indenture has been duly authorized, executed and delivered by the Authority;
- (iv) An opinion of Bond Counsel, subject to customary exceptions and qualifications, to the effect that the issuance of such Additional Bonds has been duly authorized, that the Additional Bonds are valid and binding limited obligations of the Authority entitled to the benefits and security of the Indenture and that the issuance of such Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds;
- (v) A request and authorization of the Authority, signed by its Chairman or Vice Chairman, to the Trustee and the Paying Agent to authenticate and deliver such Additional Bonds upon payment to the Trustee for the account of the Authority of the amount specified in the request;
- (vi) A certificate of an Authorized Authority Representative that no Event of Default exists under the provisions of the Indenture and that no condition exists, that with the passage of time would become an Event of Default under the Indenture;
- (vii) Evidence satisfactory to the Trustee that the Authority has made provision as required by the Indenture for the payment or redemption of all Bonds of the Authority to be refunded;
- (viii) A written determination by a firm of independent certified public accountants or of financial consultants that the proceeds (excluding accrued interest) of the Additional Bonds, together with any other money deposited with the Trustee for such purpose and the investment income to be earned on funds held by the Trustee for the payment or redemption of Bonds of the Authority to be purchased or refunded, will be sufficient to pay, whether upon redemption or at maturity, the principal of and redemption premium, if any, and interest on the Bonds of the Authority to be purchased or refunded and unless otherwise provided for, the estimated expenses incident to the payment or refunding;
- (ix) A written determination by a firm of independent certified public accountants or of financial consultants that after the issuance of the Additional Bonds and the provision for payment or redemption of all Bonds of the Authority to be refunded or paid, either (A) the Debt Service for each Fiscal Year in which there will be Outstanding Bonds of any Series not to be refunded or paid will not be more than the Debt Service for such Fiscal Year on all Outstanding Bonds immediately before the issuance of the Additional Bonds, including the Bonds of the Authority to be refunded or paid, or (B) net present value savings will be achieved with respect to the series of the Bonds being refunded or paid and Pledged Revenues will be sufficient to cover debt service on all Outstanding Bonds;
- (x) A certified copy of the resolution of the Board of Supervisors of the County consenting to the issuance of Additional Bonds; and

- (xi) A certificate of the underwriter for the Additional Bonds as to the Debt Service Reserve Requirement.

**Project Fund**

The Trustee will deposit in the Project Fund (i) a portion of the proceeds of the 2020 Bonds to be applied to the defeasance of the 2011 Bonds on the Closing Date and for the payment of costs of issuing the 2020 Bonds, and (ii) any Net Proceeds to be used to repair, reconstruct or restore any portion of the Authority-Owned Facilities as directed by the Authority.

Excess amounts remaining in the Project Fund will be deposited in the Principal Account of the Bond Fund to be used to pay principal of the 2020 Bonds.

**Net Proceeds Account**

There is established in the Project Fund a Net Proceeds Account. The Authority in the Indenture assigns to the Trustee its rights in any Net Proceeds deposited with the Trustee. Net Proceeds are to be applied at the election of the Authority to either or both of the restoration of the Authority-Owned Facilities in full or the payment of Bonds in full or in part.

**Establishment of Funds**

The following funds are established under the Indenture and will be held by the Trustee:

- (a) Project Fund, in which there are established a separate Tax-Exempt Bond Project Account, and a separate Net Proceeds Account;
- (b) Revenue Fund, in which there is established a separate Delinquent Payments Account;
- (c) Bond Fund, in which there are established an Interest Account, a Principal Account and a Redemption Account, and within the Redemption Account there are established a 2020 Optional Redemption Subaccount and a 2020 Prepayment Subaccount;
- (d) Administrative Expense Fund;
- (e) Debt Service Reserve Fund;
- (f) Rebate Fund; and
- (g) Surplus Fund.

**Disposition of Balances in Funds**

When the balances on deposit in the Bond Fund, the Debt Service Reserve Fund and the Surplus Fund are sufficient to pay or redeem all the Bonds then Outstanding, the Authority may direct the Trustee in writing to transfer the balances in such Funds to a special account in the Bond Fund to be held by the Trustee for the payment or redemption of Bonds at the earliest practicable date and for no other purpose.

**Investment of Funds**

Any money held in any funds and accounts established by the Indenture may be separately invested and reinvested by the Trustee, at the written request of and as directed by an Authorized Authority Representative in Permitted Investments.

All investments will be held by or under the control of the Trustee and while so held will be deemed a part of the fund or account in which the money was originally held. Any loss resulting from such investments will be charged to the fund or account in which the money was originally held. The Trustee and the Authority will sell and reduce to cash a sufficient amount of investments whenever the cash balance in any fund or account is insufficient for its purposes.

Investments of money in the Debt Service Reserve Fund must mature or be payable at the option of the Trustee not more than ten years after the date of their purchase.

Money in funds and accounts held by the Trustee in the Project Fund may be pooled and commingled for purposes of investment.

The Trustee may conclusively rely upon the Authority's written instructions as to both the suitability and legality of all directed investments. Ratings of investments will be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee will have no responsibility to monitor the ratings of investments after the initial purchase of such investments. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered to the Authority or the Administrator.

In computing the amount in any fund or account created by the Indenture, obligations purchased as an investment of money will be valued at their cost or market value, whichever is lower.

Investments (except repurchase agreements) in funds and accounts are to be valued (i) not less often than annually nor more often than monthly, provided, however, the investments in the Debt Service Reserve Fund are to be valued at least 10 days after each Interest Payment Date and Principal Payment Date, and at any time upon request by the Authority and (ii) upon any draw upon the Debt Service Reserve Fund.

**Payment of Bonds**

The Authority covenants to promptly pay the principal of and redemption premium, if any, and interest on every Bond; provided, however, that such obligations are limited obligations of the Authority and are payable solely from the Pledged Revenues and other property pledged and assigned by the Indenture to secure payment of the Bonds.

**Covenants**

The Authority will faithfully observe and perform all of its covenants, conditions and agreements contained in the Indenture and in every Bond; provided that the pecuniary liability of the Authority under any such covenant, condition or agreement for any default or breach by the Authority will be limited solely to and satisfied solely from the sources of payment described in the preceding paragraph.

**Collection of Pledged Revenues**

The Authority is to comply with all requirements of the Act and the Memorandum of Understanding so as to assure the timely collection of Pledged Revenues, including without limitation, the enforcement of delinquent Special Assessments and Special Taxes.

The Authority will not agree to any amendments to, or termination of, the Memorandum of Understanding that may materially and adversely affect the amount of Pledged Revenues received or the time such amounts are



received unless the Majority Holders have consented in accordance with procedures substantially identical to those employed for Supplemental Indentures requiring consent of Owners. The Memorandum of Understanding may be amended without the consent of any Owner for purposes substantially analogous to those enumerated for Supplemental Indentures not requiring consent of Owners.

Not later than the 15<sup>th</sup> day of each month, the Trustee is to provide the Administrator with a notice stating the amount then on deposit in all funds and accounts held by the Trustee under the Indenture. Each year by April 5, the Administrator is to inform the Authority, in writing, of the amount of Pledged Revenues collected or to be collected in accordance with the Memorandum of Understanding including the installments of Special Assessments or Special Taxes, if any, needed to be collected pursuant to the Memorandum of Understanding to provide for payment of the Bonds and Administrative Expenses. The receipt of or failure to receive such notice by the Administrator from the Trustee will in no way affect the obligations of the Administrator. Upon receipt of such notice, the Administrator is to ascertain the relevant parcels on which the Special Assessments or Special Taxes are to be collected, taking into account any parcel splits during the preceding and then current Fiscal Year. Each year, the Authority is to approve the amount of the Special Assessments or Special Taxes to be billed and collected for such fiscal year in the District and by April 5 (unless another date is specified for such year by the County), is to request the County to collect the amount of the Special Assessments to be collected pursuant to the Memorandum of Understanding.

The Special Assessments and Special Taxes will be payable in the same manner and at the same time as the *ad valorem* real estate taxes on real property are payable, and become delinquent at the same time and bear the same penalties and interest after delinquency as do the *ad valorem* taxes on real property in the County. The Authority is to request the County to forward payments of such Special Assessments to the Trustee in accordance with the Memorandum of Understanding.

#### **Covenant to Collect Delinquent Amounts**

Pursuant to the Memorandum of Understanding, the County has agreed to pursue collection of delinquent Special Assessments and Special Taxes (unless such delinquency is theretofore brought current) in a manner similar to its collection efforts expended to collect any *ad valorem* tax or installment thereof when not paid when due.

#### **Financial Records and Statements**

The Authority is to maintain proper books and records in which full and correct entries will be made in accordance with generally accepted accounting principles of all of its business and affairs. The Authority will have an annual audit made by an independent certified public accountant or accountants and will promptly furnish the Trustee copies of such audit certified by such accountant.

#### **Arbitrage and Tax Covenants**

The Authority has covenanted that it will not take any action, or direct the Trustee to make any investment or use of the proceeds of any Bonds, or of any other amounts, that would cause any Tax-Exempt Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code. The Authority will not engage in any activities or take any action that might result in the interest on the Tax-Exempt Bonds becoming includable in gross income of the recipients thereof for federal income tax purposes. The Authority will make all rebate payments required pursuant to the Code to the extent money in the Rebate Fund is insufficient.

#### **The Administrator**

The Administrator has agreed, among other things, to determine and calculate County Advanced Revenues, the annual Special Assessments or Special Taxes, and, if requested by the Authority, prepare rebate calculations annually in accordance with the Code.

The Authority may remove the Administrator initially appointed and any successor thereto upon sixty (60) days' written notice to the Administrator, and shall appoint a successor or successors thereto.

The Administrator may resign from its obligations under the Indenture and under the Administrator Agreement upon sixty (60) days' written notice to the Authority and the Trustee. Any resignation or removal of the Administrator shall become effective upon acceptance of appointment by the successor Administrator.

If no appointment of a successor Administrator shall be made within 60 days following receipt by the Authority or the Trustee of the written notice of the resignation of the Administrator, the Authority shall assume the obligations of the Administrator under the Indenture.

**Events of Default**

Each of the following will be an Event of Default under the Indenture:

- (a) Payment of interest on any Bond is not made when due and payable;
- (b) Payment of the principal of or premium, if any, on any Bond is not made when due and payable;
- (c) Subject to certain rights of the Authority to cure such defaults as set forth in the Indenture, default in the observance or performance of any other covenant, condition or agreement on the part of the Authority under the Indenture or in the Bonds; or
- (d) Appointment by a court of competent jurisdiction of a receiver for all or any substantial part of the Pledged Revenues and other funds of the Authority pledged pursuant to the Indenture, or the filing by the Authority of any petition for reorganization of the Authority or rearrangement or readjustment of the obligations of the Authority under provisions of any applicable bankruptcy or insolvency law.

**No Acceleration**

The principal of the Bonds is not subject to acceleration upon the occurrence and continuation of an Event of Default.

**Other Remedies; Rights of Owners**

Upon the occurrence and continuation of an Event of Default, the Trustee may pursue any available remedy, at law or in equity, to enforce the payment of the principal of and premium, if any, and interest on the Bonds, to enforce any covenant or condition under the Indenture or to remedy any Event of Default.

Upon the occurrence and continuation of an Event of Default, and if requested so to do in writing by the Majority Holders and having been indemnified as provided in the Indenture, the Trustee is to exercise such of the rights and powers conferred by the Indenture as the Trustee, being advised by Counsel, deems most effective to enforce and protect the interests of the Owners.

**Effect of Discontinuance or Abandonment**

If any proceeding taken by the Trustee on account of any Event of Default has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, then the Authority, the Trustee and the Owners will be restored to their former positions and rights under the Indenture and all rights, remedies and powers of the Trustee will continue as though no such proceeding had been taken.

**Rights of Owners**

Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuation of any Event of Default, the Majority Holders will have the right, upon providing the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred (including reasonable attorneys' fees, costs and expenses), by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under the Indenture.

**Restriction on Owners' Action**

In addition to the other restrictions on the rights of Owners to request action upon the occurrence of an Event of Default and to enforce remedies set forth in the Indenture, no Owner of any of the Bonds will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or any remedy under the Indenture or the Bonds, unless (i) the Owner has given to the Trustee written notice of an Event of Default; (ii) the Majority Holders also have made written request of the Trustee to institute the suit, action, proceeding or other remedy, after the right to exercise the powers or rights of action, as the case may be, has accrued, and have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute the action, suit or proceeding in its or their name; (iii) there has been offered to the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities (including reasonable attorneys' fees, costs and expenses) to be incurred; and (iv) the Trustee has not complied with the request within a reasonable time. Such notification, request and offer of indemnity are declared, at the option of the Trustee, to be conditions precedent to the execution of the trusts of the Indenture or for any other remedy under the Indenture. It is intended that no one or more Owners of the Bonds secured by the Indenture will have any right to affect, disturb or prejudice the security of the Indenture, or to enforce any right under the Indenture or the Bonds, except in the manner provided for in the Indenture, and that all proceedings at law or in equity will be instituted, had and maintained in the manner provided in the Indenture and for the benefit of all Owners of Outstanding Bonds. Nothing in the Indenture will affect or impair the right of the Owners to enforce payment of the Bonds in accordance with their terms.

**Remedies Not Exclusive**

No remedy in the Indenture conferred on or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and each remedy is cumulative, and is in addition to every other remedy given under the Indenture or now or hereafter existing at law, in equity or by statute.

**Waiver of Events of Default; Effect of Waiver**

The Trustee will waive any Event of Default and its consequences at the written request of the Majority Holders. If any Event of Default with respect to the Bonds has been waived as provided in the Indenture, the Trustee will promptly give written notice of the waiver to the Authority and by first class mail, postage prepaid, to all Owners of Outstanding Bonds if the Owners had previously been given notice of the Event of Default. No waiver, rescission and annulment will extend to or affect any subsequent Event of Default or impair any right, power or remedy available under the Indenture.

No delay or omission of the Trustee or of any Owner to exercise any right, power or remedy accruing upon any default or Event of Default will impair any such right, power or remedy or will be construed to be a waiver of or acquiescence in any such default or Event of Default. Every right, power and remedy given by the Indenture to the Trustee and to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

**Application of Money**

Any money received by the Trustee pursuant to the provisions relating to remedies upon an Event of Default will, after payment of the costs and expenses of the proceedings resulting in the collection of the money, the expenses, liabilities and advances incurred or made by the Trustee or the Authority (including reasonable attorneys' fees, costs and expenses) and the fees (whether ordinary or extraordinary) of the Trustee, be deposited in the Bond Fund and applied as follows:

- (a) Unless the principal of all of the Outstanding Bonds is due and payable, all money will be applied:

First - To the payment of the persons entitled to it of all installments of interest then due on the Bonds, in order of the maturity of the installments of such interest and, if the money available is not sufficient to pay in full

any particular installment, then ratably, according to the amounts due on such installment, to the persons entitled to it, without any discrimination or privilege;

Second - To the payment of the persons entitled to it of the unpaid principal of and premium, if any, on any of the Bonds that has become due (other than Bonds matured or called for redemption for the payment of which money is held pursuant to the provisions of the Indenture), in the order of their due dates and, if the amount available is not sufficient to pay in full such Bonds and the premium, if any, due on any particular date, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege; and

Third - To be held for the payment of the persons entitled to it when due of the principal of and premium, if any, and interest on the Bonds that may thereafter become due either at maturity or upon call for redemption before maturity and, if the amount available is not sufficient to pay in full the Bonds due on any particular date, together with interest and premium, if any, then due and owing, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege.

(b) If the principal of all of the Outstanding Bonds is due and payable, to the payment of the principal of and interest then due and unpaid on the Outstanding Bonds without preference or priority of any principal over interest or interest over principal or of any installment of interest over any other installment of interest, or of any such Outstanding Bond over any other such Outstanding Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled to it without any discrimination or preference except as to any difference in the respective amounts of interest specified in the Outstanding Bonds.

(c) Whenever money is to be applied pursuant to the provisions of the Indenture relating to Events of Default, it will be applied at such times, and from time to time, as the Trustee determines, in its sole discretion, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. If the provisions described in subparagraph (b) are applicable, the Trustee will apply promptly to the payment of the Bonds any money it receives under the provisions of the Indenture relating to remedies upon Events of Default. Whenever the Trustee applies such money, it will fix the date on which payment is to be made, and interest on the amount of principal to be paid on such date will cease to accrue. The Trustee will give, by mailing by first class mail as it may deem appropriate, notice of the deposit with it of any such money and of the fixing of any such date.

#### **Supplemental Indentures Without Consent of Owners**

The Authority and the Trustee may, without the consent of the Owners, enter into a Supplemental Indenture or Supplemental Indentures: (a) to add to the covenants and agreements of the Authority contained in the Indenture and any Supplemental Indentures other covenants and agreements, and to surrender any right or power in the Indenture and any Supplemental Indentures reserved to or conferred upon the Authority; (b) to cure any ambiguity, to supply any omission or to cure, correct or supplement any defect in the Indenture or any Supplemental Indenture; (c) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority; (d) to subject the Indenture and the Supplemental Indentures additional collateral; (e) to modify the Indenture, any Supplemental Indenture, or the Bonds to permit qualification under the Trust Indenture Act of 1939 or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; (f) to provide for certificated Bonds; (g) to evidence the succession of a new Trustee or Paying Agent or the appointment by the Trustee or the Authority of a Co-Trustee or a Co-Paying Agent and to specify the rights and obligations of such Co-Trustee or Co-Paying Agent; (h) to make any change (including but not limited to a change to comply with the Code or interpretations of it by the Treasury Department or the Internal Revenue Service) that does not materially adversely affect the rights of any Owner of any Bonds then Outstanding; (i) to provide for the issuance of Additional Bonds; and (j) to obtain or maintain a rating for the Bonds.

#### **Supplemental Indentures With Consent of Owners**

Any other Supplemental Indentures require the consent of (i) the Majority Holders, or (ii) in case less than all of the Bonds then Outstanding are affected by the modifications or amendments, the Owners of a majority in aggregate principal amount of the Bonds so affected then Outstanding. However, without the consent of each Owner affected, no modification or alteration may (a) extend the maturity of the principal of or interest on any Bond, (b) reduce the principal amount of, or rate of interest on, any Bond, (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (d) reduce the percentage of the principal amount of the Bonds required for consent to such modification or alteration, (e) impair the exclusion of interest on any Tax-Exempt Bond from gross income for purposes of federal income taxation, (f) eliminate or extend the mandatory redemption date of any Bonds or reduce the redemption price of Bonds, (g) create a lien ranking prior to or on a parity with the lien of the Indenture on the pledged property except for Additional Bonds, or (h) deprive any Owner of the lien created by the Indenture on such property. In addition, if money has been deposited or set aside with the Trustee pursuant to the provisions summarized under the caption "Discharge of Indenture" for the payment of Bonds and those Bonds have not in fact actually been paid in full, no amendment to those provisions will be made without the consent of the Owner of each of those Bonds affected.

### **Discharge of Indenture**

If (i) all Bonds secured by the Indenture have become due and payable or irrevocable instructions to redeem the Bonds or pay them at maturity have been given by the Authority to the Trustee, and (ii) the Trustee holds cash or noncallable Government Obligations or Government Certificates the principal of and interest on which at maturity will be sufficient (A) if Bonds have been called for redemption, to redeem in accordance with the Indenture all such Bonds on the date set for such redemption, (B) to pay at maturity all Outstanding Bonds not called for redemption, (C) to pay interest accruing on all Bonds until their redemption or payment at maturity, and (D) unless otherwise provided for, to pay the Trustee its reasonable fees and expenses, including the costs and expenses of canceling and discharging the Indenture, the Trustee will cancel and discharge the lien of the Indenture and execute and deliver to the Authority such instruments in writing as will be required to release such lien, and assign and deliver to the Authority any property subject to the Indenture which may then be in its possession, except funds or securities in which such funds are invested which are held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

In the event that all of the Bonds secured by the Indenture are paid or deemed paid in accordance with the terms of the Indenture, then the right and interest of the Trustee in and to the trust estate created by the Indenture and all covenants, agreements and other obligations of the Authority to the Owners will cease and be discharged and satisfied. In the event any Bonds are paid or deemed paid in accordance with the terms of the Indenture, then such Bonds will cease to be entitled to any lien, benefit or security under the Indenture (other than the right to receive payment and certain rights regarding registration and transfer), and all covenants, agreements and other obligations of the Authority to the Owners of such Bonds will cease and be discharged and satisfied.

### **Bonds Deemed to be Paid**

Bonds will be deemed paid and no longer Outstanding for the purposes of the Indenture when there has been deposited with the Trustee cash or noncallable Government Obligations or Government Certificates the principal of and/or interest on which will be sufficient to pay or redeem such Bonds and to pay interest accruing on such Bonds to their payment or redemption date (whether on or before their maturity or redemption date); provided, however, that if such Bonds are to be redeemed before their maturity, notice of the redemption must have been duly given or irrevocable instructions to redeem such Bonds must have been given by the Authority to the Trustee. The Authority is to deliver or cause to be delivered to the Trustee a verification report of a firm of independent certified public accountants or of financial consultants acceptable to the Trustee to the effect that such cash or noncallable Government Obligations or Government Certificates and investment income to be earned on such funds held by the Trustee for payment or redemption of Bonds of the Authority, will be sufficient to pay, whether upon redemption or at maturity, the principal of and premium, if any, and interest on the Bonds of the Authority to be refunded.

## PROPOSED FORM OF BOND COUNSEL OPINION

December \_\_ 2020

Mosaic District Community  
Development Authority  
Fairfax, Virginia

We have acted as Bond Counsel for Mosaic District Community Development Authority (the “Authority”) in connection with the issuance of

\$ \_\_\_\_\_  
Mosaic District Community Development Authority  
Revenue Refunding Bonds, Series 2020A  
(the “Series 2020A Bonds”)  
and  
\$ \_\_\_\_\_  
Mosaic District Community Development Authority  
Revenue Refunding Bonds, Taxable Series 2020A-T  
(the “Series 2020A-T Bonds” and together with the Series 2020A Bonds, the “2020 Bonds”)

The 2020 Bonds are being issued pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended, and other applicable law (the “Act”), to (i) refund certain prior bonds (the “Refunded Bonds”) of the Authority issued to finance the costs of certain public infrastructure improvements benefiting property within the Authority’s boundaries (the “District”), (ii)[make a deposit to a debt service reserve fund for the 2020 Bonds and any Additional Bonds, as hereinafter defined], and (iii) pay certain costs of issuing the 2020 Bonds.

The 2020 Bonds are being issued under and secured by a Trust Indenture, dated as of June 1, 2011, as amended and supplemented by the First Supplemental Trust Indenture, dated as of December 1, 2020 (collectively, the “Indenture”), each between the Authority and the Trustee, pursuant to which the Authority has assigned to the Trustee, among other things, its rights to receive the Pledged Revenues (hereinafter defined). Under and subject to the requirements of the Indenture, the Authority may issue additional bonds (“Additional Bonds”) for refunding or defeasing the 2020 Bonds [or providing funds to the Authority to purchase 2020 Bonds as permitted by the Act], and such Additional Bonds issued under the Trust Indenture will rank on a parity with the 2020 Bonds (together with any such Additional Bonds, the “Bonds”) as to such pledge of the Pledged Revenues.

Simultaneously with the issuance of the Refunded Bonds, Fairfax County, Virginia (the “County”), the Authority, Eskridge (E&A), LLC, and Eskridge Properties (E&A), LLC entered into an Amended and Restated Memorandum of Understanding, dated as of June 1, 2011 (the “Memorandum of Understanding”), pursuant to which the County agreed to provide to the Authority (i) certain incremental tax revenues which consist of an amount equal to that portion of the real estate taxes on property in the District collected by the County pursuant to Chapter 32 of Title 58.1 of the Virginia Code of 1950, as amended (the “Virginia Code”), that is attributable to the increased value between the current assessed value of such property and the base assessed value of such property as of January 1, 2007, as set forth in Virginia Code Section 58.1-3245.2 (the “County Advance Revenues”), and (ii) if necessary, revenues derived from certain special assessments levied and apportioned on the property within the District (the “Special Assessments” and together with the County Advance Revenues, the “Pledged Revenues”) (such Special Assessments levied and apportioned pursuant to Virginia Code Section 15.2-5158(A)(5)), certain Special

Assessment Agreements and Declarations of Notice of Special Assessments, each dated as of June 1, 2011 (collectively, the “Special Assessment Agreement”), entered into by and among the Authority, the property owners within the District and The Bank of New York Mellon Trust Company, N.A., as trustee, and the Memorandum of Understanding) in order for the Authority to pay amounts sufficient to pay the principal of and interest on the Bonds. The Pledged Revenues to be provided by the County to the Authority are subject to annual appropriation by the County’s Board of Supervisors (the “Board of Supervisors”) of funds for such purposes.

The Bonds are dated, bear interest, and are stated to mature, subject to redemption, all as provided in the Indenture.

In our capacity as Bond Counsel, we have examined such documents, records of the Authority and the County and other instruments, including counterparts or certified copies of the Indenture, the Memorandum of Understanding, and the Special Assessment Agreement, as we deemed necessary to enable us to express the opinions set forth below.

Based on the foregoing we are of the opinion that:

1. The Authority, by the terms of the Act, is a body politic and corporate with full authority, under the Act, to enter into the Indenture, the Special Assessment Agreement, and the Memorandum of Understanding and to issue and sell the 2020 Bonds.

2. The County is a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) with full authority to enter into the Memorandum of Understanding. The Memorandum of Understanding has been duly authorized, executed, and delivered by the County and, assuming due authorization, execution and delivery of the other parties thereto other than the Authority, constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms. The obligation of the County to provide the Pledged Revenues as contemplated under the Memorandum of Understanding is expressly therein made subject to the annual appropriation by the Board of Supervisors of funds for such purpose.

3. The Indenture, the Special Assessment Agreement, and the Memorandum of Understanding have been duly authorized, executed and delivered by the Authority and constitute legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms. Under the Indenture, the Authority has validly assigned substantially all its rights to the Pledged Revenues to the Trustee for the benefit of the holders of the Bonds.

4. The issuance and sale of the 2020 Bonds have been duly authorized by the Authority, and the Bonds have been duly executed and delivered by the Authority and constitute legal, valid and binding, limited obligations of the Authority payable under the Indenture in accordance with their terms solely from Pledged Revenues and other money to the extent provided in the Indenture. Neither the faith and credit nor the taxing power of the Commonwealth or of any political subdivision of the Commonwealth, including the County, is pledged to the payment of the principal or premium, if any, or interest on the Bonds. The issuance of the 2020 Bonds does not directly, indirectly, or contingently obligate the Commonwealth or any political subdivision of the Commonwealth including the County to levy any taxes or make any appropriation for the payment of the 2020 Bonds except from the Pledged Revenues.

5. Except as otherwise provided in the following sentences of this paragraph and assuming compliance by the Authority and the County with their respective covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Series 2020A Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Series 2020A Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of such Series 2020A Bonds in the event of a failure by the Authority or the County to comply with applicable requirements of the Code and their respective covenants regarding use, expenditure and investment of proceeds of the Series 2020A Bonds and the timely payment by the Authority of certain investment earnings to the United States Treasury. We render no opinion as to the effect on the exclusion from gross income of the interest on the Series 2020A Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval

## Attachment 5

of counsel other than us. Interest on the Series 2020A 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 such Series 2020A Bonds or the inclusion in certain computations of interest that is excluded from gross income.

6. The 2020 Bonds, their transfer and the income therefrom, including any profit made on their sale, are free from taxation by the Commonwealth of Virginia and its political subdivisions.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Memorandum of Understanding, the Indenture, the Special Assessment Agreement, and the 2020 Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally and may be subject to judicial discretion. For purposes of our opinions in paragraph 2 we have relied upon the opinion of the Office of the County Attorney respecting the existence and organization of the County and its due authorization and execution of the Memorandum of Understanding.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur and we have no obligation to update this opinion in light of such actions or events.

This opinion is limited to the laws of the Commonwealth and the federal laws of the United States. The opinions in this letter are expressed solely as of the date hereof for your benefit and may not be relied upon in any manner for any purposes by any other person.

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP



## APPENDIX H

**PROPOSED FORM OF  
CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Mosaic District Community Development Authority (the “Authority”) in connection with the issuance of its \$\_\_\_\_\_ Revenue Refunding Bonds, Series 2020A and its \$\_\_\_\_\_ Revenue Refunding Bonds, Taxable Series 2020A-T (collectively, the “Series 2020 Bonds”) pursuant to the provisions of a resolution (the “Authorizing Resolution”) adopted by the Authority on \_\_\_\_\_, 2020, and under the Trust Indenture, dated as of June 1, 2011, as amended and supplemented by the First Supplemental Trust Indenture, dated as of December 1, 2020 (collectively, (the “Trust Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the “Trustee”) [NTD-will likely need to add developer/affiliates to this agreement].

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Authority, for the benefit of the holders of the Series 2020 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the Authority is an “obligated person.”

**SECTION 2. Definitions.** In addition to the definitions set forth in the Trust Indenture, 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 Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the Authority, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Authority a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Financial Obligation” shall mean 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 Authority’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2020 Bonds.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2020 Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Series 2020 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Authority;
- (13) the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, 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 Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, 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 Authority, any of which reflect financial difficulties.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Participating Underwriters” shall mean any of the original underwriters of the Series 2020 Bonds required to comply with the Rule in connection with the offering of such Series 2020 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 Authority 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 Authority or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Authority 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 Authority, and (b) the Authority 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 Authority shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ended June 30, 2020). Not later than ten (10) days prior to the Filing Date, the Authority shall provide the Annual Report to the Dissemination Agent (if the Authority 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 Authority’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 Authority must be submitted, if and when available, together with or separately from the Annual Report.

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

C. If the Authority 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 Authority shall send a notice in a timely manner to the Repository in substantially the form attached hereto as Exhibit B.

**SECTION 4. Content of Annual Reports.** Any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited financial statements of the Authority; 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 Authority 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 Authority shall clearly identify each such other document so incorporated by reference.

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

**SECTION 6. Termination of Reporting Obligation.** The Authority’s obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2020 Bonds.

**SECTION 7. Dissemination Agent.** The Authority 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 Authority shall be the Dissemination Agent.

**SECTION 8. Amendment.** Notwithstanding any other provision of this Disclosure Agreement, the Authority 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 Authority 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 Authority 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 Authority 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 Authority) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2020 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 Authority hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Indenture or the Series 2020 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority 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 Authority, the Participating Underwriters, and holders from time to time of the Authority's bonds and notes, and shall create no rights in any other person or entity.

Date: December \_\_, 2020

**MOSAIC DISTRICT COMMUNITY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

**EXHIBIT A**

**CONTENT OF ANNUAL REPORT**  
**[to be revised]**

Respecting Fairfax County, Virginia:

- (a) audited financial statements of the County, including information relating to the Authority as a blended component unit of the County;
- (b) [to come]'

Respecting the Authority:

[to come]

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 District or the County and the United States as a whole is contemporaneously available and, in the judgment of the Authority, informative, such information may be included. Where, in the judgment of the Authority, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

Respecting the Developer

[to come]







Board Agenda Item  
September 29, 2020

ACTION - 7

Approval of Fairfax County's Title VI Program for the Federal Transit Administration (FTA)

ISSUE:

Board approval of the attached proposed Fairfax County Title VI Program for FY 2021 – FY2023 based on Fairfax Connector services (Attachments 1).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached Fairfax County Title VI Program for FY 2021 – FY2023 substantially in the form of the attached document (Attachment 1).

TIMING:

The Board of Supervisors is requested to act on this item on September 29, 2020, so that the County can submit the proposed Title VI Program for FY 2021 – FY 2023, pursuant to FTA Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Grantees." The Department of Transportation anticipates submitting the Title VI Program renewal to FTA on or before October 1, 2020, contingent upon approval by the Board of Supervisors.

BACKGROUND:

All recipients of federal financial assistance (e.g., states, local governments, transit providers) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the United States Department of Transportation's (USDOT) implementing regulations. In order to document their compliance with Title VI, all recipients of federal financial assistance must maintain a valid Title VI Program that demonstrates how the recipient is complying with Title VI requirements, including prohibiting discrimination on the basis of race, color, or national origin. Although not directly prohibited by Title VI, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, signed by President Clinton on February 11, 1994, prevents discrimination on the basis of economic status is also part of a Title VI Program.

FCDOT submitted Fairfax County's current Title VI Program to FTA on August 1, 2017, after it was approved by the Board of Supervisors on July 11, 2017. This Title VI

Board Agenda Item  
September 29, 2020

Program will be in effect through November 30, 2020. Ordinarily, FCDOT would have been required to submit an updated Title VI Program by August 1, 2020, which would have been 60 days before the current plan was due to expire on October 1, 2020. However, due to COVID-19, FTA granted a two-month extension to all FTA grant recipients to submit Title VI Program renewals.

FTA's Circular 4702.1B delineates the information to be included in these Title VI Program updates, and requires they be submitted every three years. These policies help ensure that the needs of minority and low-income communities are fully and fairly evaluated when service or fare changes to Fairfax Connector are being considered. The Title VI Program examines how equitably transit services and amenities are provided by Fairfax Connector, how effectively FCDOT communicates with Title VI communities, and describes methods for incorporating their input.

In preparation for this Title VI Program for FY 2021 – FY 2023 submittal to FTA, the Board approved the Major Service Change, Disparate Impact, and Disproportionate Burden policies on September 15, 2020. Upon approval by the Board, the full Title VI Program Update will be submitted to FTA for review and approval.

FISCAL IMPACT:

Obtaining Title VI Compliance will allow Fairfax County to be eligible to receive future FTA grant and other USDOT funding, including possible New Starts funding to support the Richmond Highway Bus Rapid Transit Project.

ENCLOSED DOCUMENTS:

Attachment I: Fairfax County Department of Transportation Title VI Program Plan and Policies.

STAFF:

Rachel Flynn, Deputy County Executive  
Elizabeth Teare, County Attorney  
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)  
Kenneth Saunders, Director, Office of Human Rights and Equity Programs  
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT  
Dwayne Pelfrey, Chief, Transit Services, FCDOT

ASSIGNED COUNSEL:

Joanna L. Faust, Assistant County Attorney



# County of Fairfax, Virginia

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

## FAIRFAX COUNTY TITLE VI PROGRAM

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## CHAPTER 1: INTRODUCTION

### 1.1 Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination against an individual or group, intentional or unintentional, on the basis of race, color, and national origin in any program or activity receiving federal financial assistance. The County of Fairfax, Virginia, through the Department of Transportation (FCDOT), is a direct recipient of Federal Transit Administration (FTA) grant funds to support transit-related activities. Since the County receives these grant funds, it is required to conform to Title VI of the Civil Rights Act of 1964 and its amendments, as stipulated by FTA. The FTA Office of Civil Rights monitors FCDOT's Fairfax Connector (Connector) and Title VI programs and ensures their continued compliance.

Title VI requirements for Fairfax County are delineated in FTA's Title VI Circular 4702.1B, *Title VI Requirements for Federal Transit Administration Recipients*. FTA's circular provides guidance to grantees on how to comply with Title VI regulations, as well as ensures grantees provide meaningful language access to persons with Limited English Proficiency (LEP). The circular provides specific compliance information for each type of grantee and provides comprehensive appendices, including additional guidance and examples to ensure recipients understand the requirements.

The FTA Title VI Circular 4702.1B also includes requirements that address Presidential Executive Order 12898 "Federal Actions to Address Environmental Justice in Minority and Low-Income Populations," and integrates requirements found in Presidential Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency," which addresses services to LEP individuals.

Fairfax County works to ensure that its transit services are provided in a nondiscriminatory manner and the opportunity for full and fair participation is offered to riders and others in the community. The County also meets the needs for services and materials for persons with limited English-speaking ability. As part of the County's provision of Title VI assurances that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of the County's services on the basis of race, color or national origin, the contents of this program have been prepared in accordance with Section 601 of the Title VI of the Civil Rights Act of 1964 and Executive Order 13116.

## 1.2 Description of Service

Fairfax County is located in the Commonwealth of Virginia. It is Virginia's most populous county with an estimated population of 1,143,528 in 2019, according to Weldon Cooper Center for Public Service at the University of Virginia. Fairfax County provides transit service through Fairfax Connector, a locally owned and controlled fixed-route bus transit system operated by a third-party contractor. Since its inception in 1985, the Connector system has grown significantly and now has the third largest bus fleet in the Washington, D.C. region and largest public bus fleet in Virginia<sup>1</sup>. As of 2019, the Fairfax Connector system consists of 91 routes that provide over 789,172.5 revenue hours annually, representing an estimated 65 percent of the total bus service in the County.

In addition to Fairfax Connector services, the Washington Metropolitan Area Transit Authority (WMATA) provides approximately 35 percent of the total bus service revenue hours in the County through Metrobus. Metrobus service is regionally focused, providing service across jurisdictional lines, while Connector service is non-regional in nature and operates largely within the County boundaries. The County initiated Fairfax Connector in September 1985 as a cost-effective alternative to the provision of non-regional fixed-route/fixed-schedule bus service by WMATA and has significantly expanded the system since then.

The County also is served by two rail systems, WMATA's Metrorail and the Virginia Railway Express (VRE) commuter rail. The County is served by four Metrorail lines and 10 stations: the Orange Line along the I-66 corridor (three stations); the Blue Line from the Springfield area (one and a half stations); the Yellow Line (one station) from the Huntington area / Richmond Highway corridor; and the Silver Line (five stations) through Tysons to Reston, with an extension to Washington Dulles International Airport and Loudoun County expected to open in 2021, adding three more stations in Fairfax County. VRE provides service to the County on two lines. The Manassas Line connects three stations in the Burke area to Fairfax Alexandria, and Washington DC, while the Fredericksburg Line connects two stations, in Lorton and Springfield respectively, to those locations.

## 1.3 FCDOT Title VI Division Updates

The Fairfax County Department of Transportation, in its commitment to Title VI adherence, conducted a survey of departmental staff in April 2020. The goal was to review FCDOT's outreach activities following the 2017 adoption of the Title VI Program by the Fairfax County Board of Supervisors, to identify accomplishments, issues, and to determine where or if any improvements could be made in terms of Title VI Program implementation. Questionnaires were sent to all FCDOT heads of all divisions including Transit Services, Site Analysis and Transportation Planning, Capital Projects and Traffic Engineering, Transportation Design, and Special Projects (including the Silver Line). The questionnaire is included as *Appendix A*.

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<sup>1</sup> National Transit Database, 2018 Data

The responses to the questionnaire demonstrate FCDOT's ongoing commitment to promoting inclusiveness. For example, meeting planners routinely consulted the language map prior to public meetings to determine if interpreters would be needed. They also contacted relevant Supervisor offices and the Department of Neighborhood and Community Services (NCS) staff to seek information or gain awareness of any special language requirements or groups that would potentially need to be addressed. Language assistance and Americans with Disabilities Act (ADA) statements are always included when announcing public events through various media including newspaper, web advertisements, and mailings.

No major issues or corrective actions were identified following this questionnaire. However, through the development of this Title VI program, FCDOT has identified certain methods and areas that can allow better consistency and thus improve outreach efforts. Section 2.8 of this program features a public participation plan which outlines FCDOT's outreach strategies as well as an outcomes evaluation process to review the overall effectiveness of the strategies.

In addition to the questionnaire, the Transit Services Division (TSD) Service Planning Section undertook two route optimization studies that looked at travel demand and trip patterns in Fairfax County. These studies looked at how the existing Fairfax Connector transit network could be restructured to better align with identified travel patterns and demand, particularly from Title VI communities. As part of this effort, an on-board survey gathered travel and socio-economic information from Fairfax Connector riders, including low income and minority populations. This data provided inputs to the route optimization travel demand analysis. The Reston-Herndon Route Optimization study was undertaken to determine how existing Fairfax Connector bus services in the northwest area of the county would need to be adjusted in response to the planned extension of Metrorail's Silver Line to Dulles Airport and Loudoun County. The Franconia – Springfield Route Optimization Study evaluated potential changes to the Fairfax Connector bus network in the area centered around the Franconia-Springfield and Van Dorn Metrorail Stations.

The TSD Service Planning Section also undertook an update of portions of the County's Title VI Program. This effort included evaluating the current methodologies used to evaluate Title VI impacts stemming from proposed Fairfax Connector service changes, and any proposed transit fare increases. This evaluation helped determine what, if any changes in methodology are needed with regard to Major Service Change, Disparate Impact, and Disproportionate Burden policies. The product of this planning effort is included in Section 3.4 of this Title VI Program.



## CHAPTER 2: REQUIREMENTS AND GUIDELINES

### 2.1 Title VI Public Notice

The following language has been and will continue to be used to notify the public of their rights under Title VI:

**Notifying the Public of Rights under Title VI**  
**Fairfax County Department of Transportation and Fairfax Connector**

The Fairfax County Department of Transportation and Fairfax Connector operate programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Fairfax County Office of Human Rights and Equity Programs within 180 days of the date of the alleged discrimination. The Office of Human Rights and Equity Programs is located at 12000 Government Center Parkway, Fairfax, Virginia 22035. This office can also be reached by calling 703-324-2953, TTY 711, or Fax: 703-324-3570.

For more information on the Fairfax County Department of Transportation and Fairfax Connector civil rights program and the procedures to file a complaint, please contact: 703-339-7200 (703-339-1608 TTY), email [fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov); or visit the department's administrative office at 4050 Legato Road, 4th Floor, Fairfax, Virginia 22033. Information on the procedures to file a complaint or to file a complaint contact: 703-324-2953 (TTY 711) or <http://www.fairfaxcounty.gov/ohrep/epd/>. Complaints can be mailed to: Fairfax County Office of Human Rights and Equity Programs, 12000 Government Center Parkway, Suite 318, Fairfax, Virginia 22035.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

If information is needed in another language, please contact: 703-877-5687

The final line of the notice, informing the public of the availability of language assistance, has been translated, on the notice, into the following languages: Spanish (see *Figure 1* below), Korean, Vietnamese, Chinese, Amharic,<sup>2</sup> Hindi,<sup>3</sup> Arabic, Urdu, Farsi, and Tagalog.

<sup>2</sup> The U.S. Census simply lists "African languages" for all African languages. However, Amharic speakers, born in Ethiopia, make up the largest African immigrant population in Fairfax County. (U.S Census Bureau, American Community Survey, 2014-2018, five-year estimates)

<sup>3</sup> "Other Indic Languages" fell higher in the top ten languages (e.g. Telugu at 8) while Hindi was at 10 with individuals in all cases speaking English "less than very well". For the reason that many speakers of other Indic languages may also speak or have knowledge of Hindi, it was included on this list.

Figure 1: Public Notification of Rights under Title VI (Spanish Version)




## Aviso público

### Departamento de transporte del Condado de Fairfax y Fairfax Connector

#### Notificación al público sobre los derechos bajo el Título VI

El Departamento de transporte del Condado de Fairfax y Fairfax Connector dirigen programas y servicios sin importar raza, color ni nacionalidad en conformidad con el Título VI de la Ley de los derechos civiles. Cualquier individuo que considere que ha sido ofendido por alguna práctica ilícita discriminatoria puede presentar una queja bajo el Título VI ante la Oficina de derechos humanos y programas de equidad del Condado de Fairfax en un plazo de 180 días a partir de la fecha de la presunta acción discriminatoria. La Oficina de derechos humanos y programas de equidad se encuentra en 12000 Government Center Parkway, Fairfax, Virginia 22035.

También puede comunicarse a la oficina al 703-324-2953, usuarios de la línea TTY al 711 o por Fax: 703-324-3570. Para mayor información sobre el Departamento de transporte del Condado de Fairfax, el programa de derechos civiles de Fairfax Connector y los procedimientos para presentar una queja, llame al: 703-339-7200 (usuarios de la línea TTY al 703- 339-1608 TTY), envíe un correo electrónico a [fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov) o visite la oficina administrativa del departamento en 4050 Legato Road, 4th Floor, Fairfax, Virginia 22033.

Para mayor información sobre los procedimientos para presentar una queja o para presentar una queja llame al: 703-324-2953 (usuarios de la línea TTY al 711) o <http://www.fairfaxcounty.gov/ohrep/epd/>. Puede enviar su queja por correo a: Fairfax County Office of Human Rights and Equity Programs, 12000 Government Center Parkway, Suite 318, Fairfax, Virginia 22035.

Para presentar una queja directamente ante la Administración federal de tránsito, el demandante puede enviar su queja a Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

**Si requiere información en otro idioma, por favor llame al: 703-324-2953, usuarios de la línea TTY al 711.**



Suscríbese hoy  
**PARA RECIBIR  
NOTICIAS DEL  
CONDADO DE  
FAIRFAX**  
[fairfaxcounty.gov/news/subscribe](http://fairfaxcounty.gov/news/subscribe)



Para solicitar esta información en un formato alternativo,  
llame al Departamento de transporte, 703-877-5600,  
usuarios de la línea TTY al 711.



Condado de Fairfax,  
Virginia

FCDOT Title VI Notice - Spanish

The languages above were selected based on the fact they 1) constitute the ten most prevalent non-English languages spoken in Fairfax County, and 2) they correlate with the ten highest numbers of individuals who speak English “less than very well.” Together, speakers of the ten languages selected for use on the Notice comprise 80 percent of all the speakers of languages other than English in Fairfax County.

The County’s Title VI Notice references both FCDOT and Fairfax Connector to ensure that it is understood that Title VI applies both to the Fairfax Connector service and to other FCDOT transit-related activities. The notice will be printed in each of the ten languages listed above and posted in the following places:

- FCDOT Administrative Offices at 4050 Legato Road, 4th Floor, Fairfax, Virginia 22033, at the front desk and reception area



- Fairfax Connector Webpage at: <http://www.fairfaxcounty.gov/connector/>
- All Fairfax Connector Stores:
  - Franconia-Springfield Metrorail Station, 6880 Frontier Drive, Springfield, Virginia 22150
  - Herndon-Monroe Park-and-Ride, 12530 Sunrise Valley Drive, Herndon, Virginia 20171
  - Reston Town Center Transit Station, 12051 Bluemont Way, Reston, Virginia 20190
  - Stringfellow Park-and-Ride, 4920 Stringfellow Road, Centreville, Virginia 20120
  - Tysons West\*Park Transit Station, 8300 Jones Branch Drive, McLean, Virginia 22102
- All Fairfax Connector buses (English and Spanish only)
- At all Fairfax Connector and transit-related FCDOT public meetings
- Each month, a link to the Title VI Notice on the Fairfax Connector website will be tweeted through Fairfax Connector's Twitter account: @ffxconnector
- On Fairfax Connector's Facebook "About" page at: <https://www.facebook.com/fairfaxconnector/info>

## 2.2 Title VI Complaint Procedures and Form

Fairfax County's Title VI Complaint Procedures have been posted on Fairfax Connector's website and are available in Fairfax Connector Stores, park-and ride facilities, on Fairfax Connector buses, at major Fairfax Connector transit hubs, and at FCDOT's Administrative Offices.

The following text has been produced as part of FCDOT's Title VI Complaint Procedures:

Title VI of the Civil Rights Act of 1964 prohibits discrimination against an individual or group, intentional or unintentional, on the basis of race, color, and national origin in any program or activity receiving federal assistance, including Fairfax Connector and Fairfax County Department of Transportation's transit operations and activities.

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Fairfax Connector or Fairfax County Department of Transportation may file a Title VI complaint by completing and submitting the "Fairfax Connector" complaint form available on Fairfax County's Office of Human Rights and Equity Programs (OHREP) website at the following URL:

<https://www.fairfaxcounty.gov/humanrights/>

The mission of the Office of Human Rights and Equity Programs (OHREP) is to ensure equal opportunity and to promote justice, diversity, and inclusiveness by protecting the civil rights of all in Fairfax County. OHREP receives and investigates complaints alleging

violations of the Fairfax County Human Rights Ordinance and manages the County's Fair Housing Plan. OHREP also administers the County's Equal Employment Enforcement (EEO) program and ensures the County's compliance with all federal, state, and county mandates granting equal access to all County services, programs and employment opportunities.

A complaint form can also be obtained by writing the Office of Human Rights and Equity Programs, Equity Programs Division, 12000 Government Center Parkway, Fairfax, Virginia 22035 or by calling 703-324-2953, TTY 711, Fax: 703-324-3570.

Fairfax County investigates complaints received no more than 180 days after the alleged incident. Fairfax County can only process complaints that provide sufficient information to begin an investigation.

Within 48 hours of receiving a complaint, the Fairfax County Office of Human Rights and Equity Programs staff will contact the complainant and elicit all pertinent information with regard to the alleged discriminatory act(s) from the individual via an intake form. The complainant is required to cooperate with the intake process. Within 48 hours of completing an intake form, OHREP staff will use the information in the form to determine whether or not the complainant may establish a prima facie, or a clear, case of possible discrimination.

If OHREP determines that there is a prima facie case of discrimination, an investigation will be initiated. Investigations may include, but shall not be limited to, on-site visits, interviews of witnesses and collection of documents. The accused party (ies) in the allegation(s) of discrimination will be interviewed and provided an opportunity to rebut the allegations and provide relevant information for investigation. Additionally, witnesses will be interviewed as deemed necessary. After an investigation is initiated all information obtained is confidential. Within seven workdays of the initiation of an investigation all of the investigation documentation for the case must be completed. If additional time is necessary to prepare the documentation requested, the staff responsible for the investigation will request an extension from OHREP leadership.

After the completion of the investigation, a report will be produced, and OHREP staff will submit a final recommendation to the OHREP Executive Director. The OHREP Executive Director will review the investigative file and make a final determination. OHREP will inform the complainant whether the allegations of discrimination were substantiated. Upon completion of the investigation and notification of the parties in the complaint, the file will be closed. All documentation, including audio tapes (if applicable), will be kept in the complaint file.

If OHREP determines that a prima facie case of discrimination has not occurred, no investigation will be initiated. However, OHREP's findings in the matter will be documented in a report. OHREP's findings fall under the purview of the Equity Programs Division and there is no right of appeal.

If probable cause is determined or misconduct by an employee is identified, OHREP will instruct FCDOT to consult with the Fairfax County Department of Human Resources regarding corrective or disciplinary actions. If in the course of the investigation, the investigator has reason to believe that a criminal act or violation of law may have occurred, OHREP will contact the Fairfax County Police Department for appropriate action.

A person may also file a complaint directly with the Federal Transit Administration by filling a complaint with the Office of Civil Rights, Attention; Title VI Coordinator, East Building 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington DC 20590. Fairfax County uses the form presented below as its current Title VI complaint form for citizens. The form is available on Fairfax County's website in PDF format at: <http://www.fairfaxcounty.gov/ohrep/epd/>. The form can also be obtained at the following locations:

- Fairfax County Office of Human Rights and Equity Programs, 12000 Government Center Parkway, Fairfax, Virginia 22035
- Fairfax County Department of Transportation Administrative Offices at 4050 Legato Road, 4th Floor, Fairfax, Virginia 22033
- All Fairfax Connector Stores:
  - Franconia-Springfield Metrorail Station, 6880 Frontier Drive, Springfield, Virginia 22150
  - Herndon-Monroe Park-and-Ride, 12530 Sunrise Valley Drive, Herndon, Virginia 20171
  - Reston Town Center Transit Station, 12051 Bluemont Way, Reston, Virginia 20190
  - Stringfellow Park-and-Ride, 4920 Stringfellow Road, Centreville, Virginia 20120
  - Tysons West\*Park Transit Station, 8300 Jones Branch Drive, McLean, Virginia 22102

Fairfax County has two complaint procedures providing for prompt resolution of complaints by individuals alleging discrimination prohibited by Federal, State, and local law or policy in the provision of services, activities, programs, or benefits. This complaint form is to be utilized for filing complaints of discrimination on the basis of age, sex, sexual harassment, race, religion, creed, national origin, marital status, color, political affiliation, or veteran's status. An individual wishing to file a complaint based on disability should use the complaint form identified in the Fairfax County Government Complaint Procedure under the Americans with Disabilities Act. You may obtain a copy of the complaint form by contacting staff at the Office of Human Rights and Equity Programs.

To contact the Fairfax County Office of Human Rights and Equity Programs call 703-324-2953, TTY 711 on any Fairfax County workday between the hours of 8:00 a.m. and 4:30 p.m., or email [EPDEmailComplaints@FairfaxCounty.gov](mailto:EPDEmailComplaints@FairfaxCounty.gov).

**INSTRUCTIONS:** Complaints should be filed in writing within 60 workdays (180 calendar days for transit-related complaints) from the day the alleged discriminatory act took place. The term "workday" shall mean any Monday through Friday that is not a county holiday. An investigation will follow the filing of the complaint. This form should be used in conjunction with the Fairfax County Policy and Procedure for Individuals Alleging Discrimination in County Programs and Services.

**Person Filing Complaint**

Name:

Telephone No.:

Home:

Work:

Mobile:

Best time to call:

E-mail:

Address:

Street:

City:

State:

Zip Code:

**Person and Department Alleged to have Discriminated:**

Name:

Department:

Street:

City:

State:

Zip Code:

Phone:

**Basis (es) of Discrimination (check or circle all that apply):**

☐ Race \_\_\_\_\_

☐ Veteran's Status \_\_\_\_\_

☐ Political Affiliation \_\_\_\_\_

☐ Color \_\_\_\_\_

☐ Retaliation \_\_\_\_\_

☐ Age – Date of Birth: \_\_\_\_\_

☐ National Origin \_\_\_\_\_

☐ Sex or Gender Other: \_\_\_\_\_

☐ Religion \_\_\_\_\_

☐ Sexual Harassment Other: \_\_\_\_\_

☐ Creed \_\_\_\_\_

☐ Marital Status Other: \_\_\_\_\_

Date(s) Discrimination Occurred: \_\_\_\_\_

Summary of Complaint: (attach additional pages if necessary)



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**Action Requested:**

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I affirm that I have read the above complaint and that it is true to the best of my knowledge, information or belief.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



This form will be made available in an alternative format upon request. Direct your request to the Equity Programs Division of the Office of Human Rights and Equity Programs, 12000 Government Center Parkway, Suite 318, Fairfax, VA 22035; 703-324-2953, TTY 711 or 703-324-3305 (Fax).

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.



## 2.3 Service Area Profile

### Demographic and Service Profile Maps and Charts

The maps in *Figure 2* and *Figure 3* below display the concentration and distribution of minority and low-income populations residing in Fairfax County, along with the location of Fairfax Connector service and Washington Metropolitan Area Transit Authority's (WMATA) Metrobus service. Metrobus generally provides "regional" public transportation service that serves multiple jurisdictions, while Fairfax Connector is focused on primarily providing local public transportation service. Together, Metrobus and Fairfax Connector services cover most of the areas of the County where concentrations of minority and low-income residents reside.

The minority populations in *Figures 2* and *3* are calculated from the United States Census Bureau's 2014-2018 American Community Survey (ACS) Five-Year Estimates at the Block Group level, as the total population minus the non-Hispanic white population. Fairfax County's population is 48.7 percent minority (all residents who identify as something other than non-Hispanic white). *Figure 2* depicts Block Groups that fall above the County average and those that fall below the County average. *Figure 3* depicts the percentages by Block Groups of minority populations across Fairfax County.

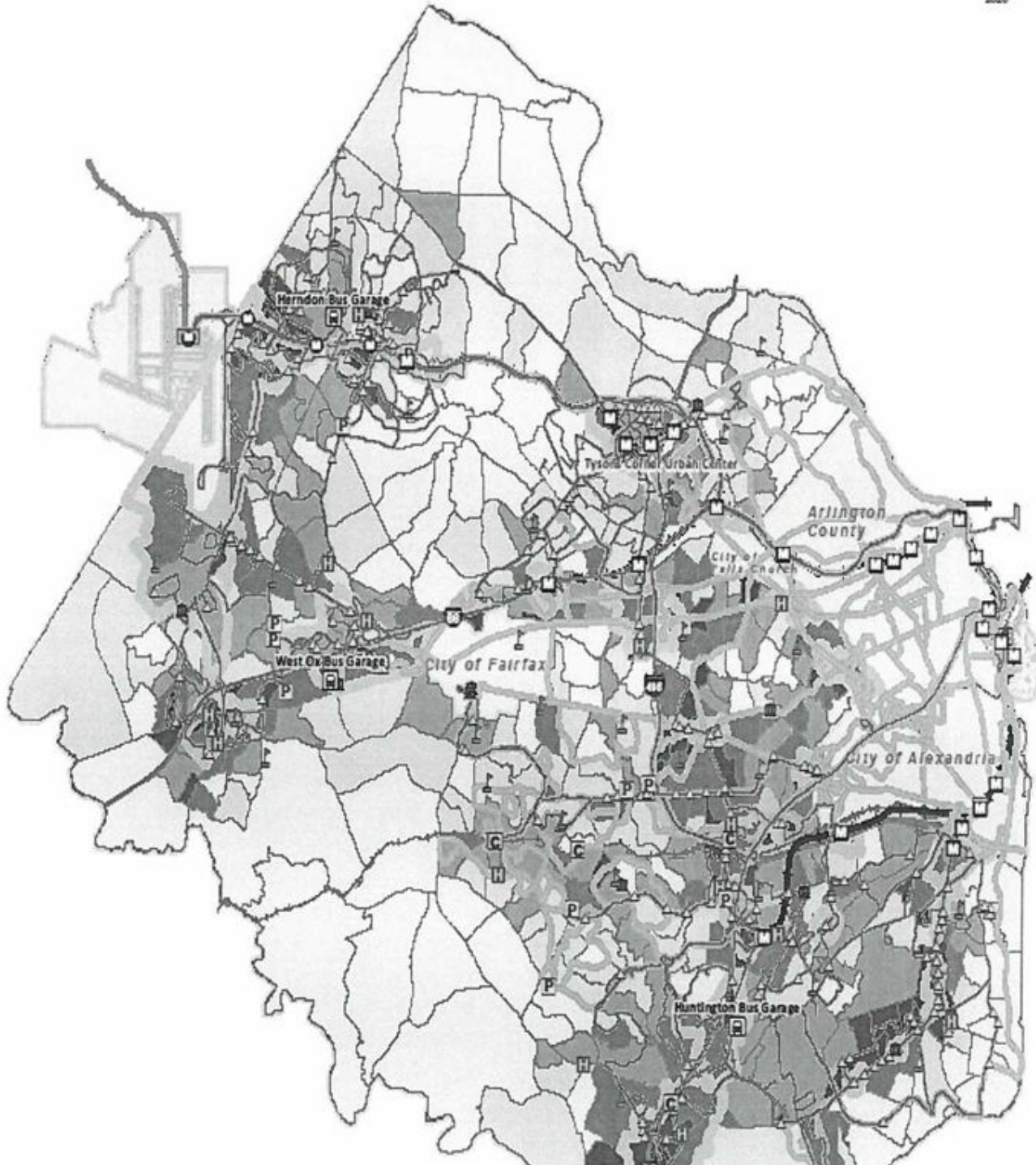




2 Minority Populations in Fairfax County (by Block Group)



COUNTY OF FAIRFAX  
COMMONWEALTH OF VIRGINIA

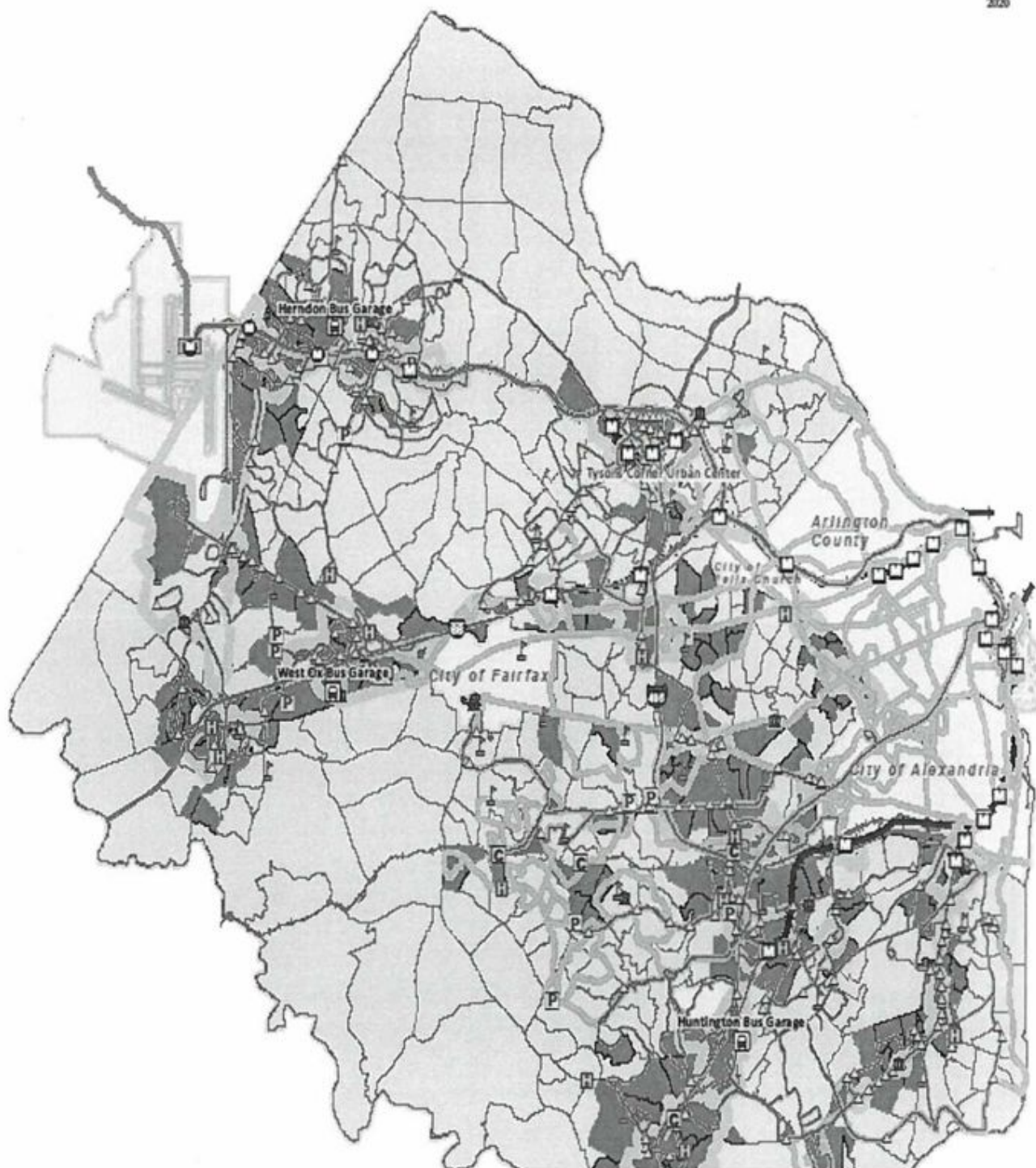




3 Percent of Minority Populations in Fairfax County (by Block Group)



COUNTY OF FAIRFAX  
COMMONWEALTH OF VIRGINIA







Similar to the maps above, the map in *Figure 4* displays the concentration and distribution of low-income populations residing in Fairfax County, along with the location of Fairfax Connector service and WMATA's Metrobus service. Fairfax County's Department of Housing and Community Development defines low-income households as households where the total income is less than 50 percent of the Metropolitan Statistical Area (MSA) median household income, adjusted for family size. In keeping with that definition, FCDOT used the Federal Housing and Urban Development (HUD) Fair Market Rents (FMR) income limits to determine the median income for the Washington-Arlington-Alexandria Metro FMR Area, which includes Fairfax County. For 2020, the median income in this area is \$126,000; 50 percent of that income is \$63,000. This number was rounded down to the closest break point in ACS Data Table B19001, to ensure that ACS data could be used to analyze impacts on low-income riders. Therefore, low-income households are defined as households making under \$50,000 or less. Income data was pulled from the 2014-2018 ACS Five-Year Estimates, at the Block Group level. Fairfax County's households are 21.6 percent low-income.

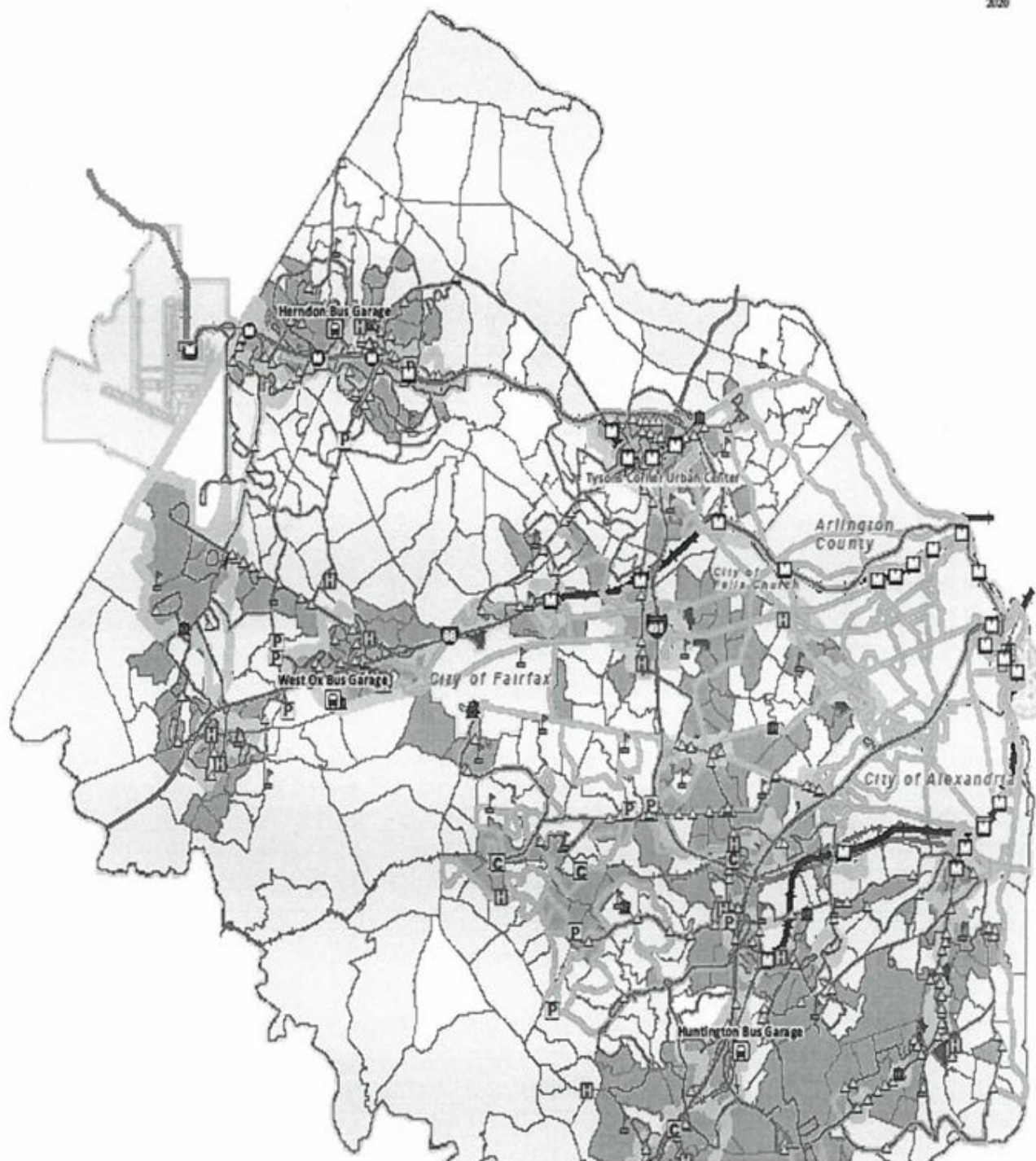


4 Low-Income Households in Fairfax County (by Block Group)



COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA







## Demographic Ridership and Travel Patterns

The FY2016-FY2022 Fairfax County Transit Development Plan,<sup>4</sup> completed March 2017, included an on-board customer survey that was administered to a random sample of Fairfax Connector bus riders. The information contained in that Plan informed much of the demographic information contained in the previous Title VI Program (FY 2018 – FY2020).

Similarly, the *Fairfax Connector Origin Destination Survey*, an on-board customer survey administered to a random sample of Fairfax Connector bus riders, was completed in September 2019, and is being used here. The survey was conducted from March 30 - May 24, 2019. Surveys were conducted on a sampling of 25 percent of trips representing one weekday, one Saturday, and one Sunday of travel. Survey results were collected from 3,672 respondents, and the results were weighted to represent actual ridership. *Totals presented in this section may not add to 100 percent, due to rounding, and any numbers in italics total to the net number above them.*

A total of 67 percent of survey respondents identified as minorities (i.e., Black/African American, Hispanic or Latino, Asian, or other) (*Table 1*).

**Table 1 Race / Ethnicity of Fairfax Connector Riders**

Race / Ethnicity <sup>5</sup>	Percent of Total Riders
White	33%
Minority	67%
Black / African American	35%
Hispanic	12%
Asian	14%
Native American	1%
Other <sup>6</sup>	5%

The survey was available in English, Spanish, and Korean. 16 percent of all surveys were taken in Spanish and 14 percent of all surveys were taken in Korean (*Table 2*).

**Table 2 Survey Questionnaire Administered in English, Spanish, and Korean**

Questionnaire Type	Percent of Total Surveys Administered
English	70%
Spanish	16%
Korean	14%

<sup>4</sup> FY2016-FY2022 Fairfax County Transit Development Plan, available at the following URL: <http://www.fairfaxcounty.gov/fcdot/tdp.htm>. A direct link to the plan can be found here: [https://www.fairfaxcounty.gov/transportation/sites/transportation/files/assets/documents/pdf/transportation%20projects,%20studies%20and%20plans/transit\\_development\\_plan\\_fy16-22.pdf](https://www.fairfaxcounty.gov/transportation/sites/transportation/files/assets/documents/pdf/transportation%20projects,%20studies%20and%20plans/transit_development_plan_fy16-22.pdf)

<sup>5</sup> Multiple responses accepted. For example, a respondent could respond by identifying as both white and Hispanic. The categories listed in Table 1 represent the top mentions from the survey responses.

<sup>6</sup> Percentages for all other languages were below one percent.



A total of 66 percent, of all Fairfax Connector riders make a household income of \$60,000 or less and are considered low-income (*Table 3*).

**Table 3 Fairfax Connector Riders Household Income**

Income	Percent of Total Riders
<b>Low-Income</b>	<b>66</b>
\$10,000 or less	13
\$10,001 to \$20,000	9
\$20,001 to \$30,000	12
\$30,001 to \$40,000	13
\$40,001 to \$50,000	11
\$50,001 to \$60,000	8
<b>Not Low-Income</b>	<b>35</b>
\$60,001 to \$70,000	5
\$70,001 to \$80,000	5
\$80,001 to \$100,000	7
\$100,001 to \$125,000	6
\$125,001 to \$150,000	5
More than \$150,000	7

In addition to demographic information above that provides a snapshot of the race/ethnicity and household income of Fairfax Connector riders, it also is important to understand general travel patterns. Private vehicle availability and usage, other modes of travel available (besides Fairfax Connector), reasons for using Fairfax Connector, frequency and purpose of Fairfax Connector use, trip origins and destinations, method of fare payment, number of transfers, and how riders access Fairfax Connector services, help paint a picture of why and how the system is used by riders. From these data, the County is better able to understand the needs of the Title VI community and how well Fairfax Connector meets those needs.

Based on the survey, 59 percent of all riders did not have access to a vehicle to make a trip on the day they were surveyed. Seventy-two percent of low-income riders and 64 percent of minority riders lacked access to a vehicle, respectively (*Table 4*). These figures are reflected in the proportion of Fairfax Connector riders who do not have a usable vehicle available in their household (*Table 5*). Twenty-five percent of riders would use a taxi or Transportation Network Company (TNC) if the Fairfax Connector bus were not available, a more costly trip than the bus (*Table 6*). Low-income riders would be even more likely to use taxis or TNCs in place of the bus, with 35 percent of low-income riders selecting this option.

**Table 4 Availability of Usable Vehicle to Make the Trip Today**

Availability of Usable Vehicle to Make the Trip Today	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Yes	38	26	32
No	59	72	64





**Table 5 Fairfax Connector Riders Availability of Vehicles**

Number of Usable Cars, SUVs, Vans or Trucks in Household	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
None	47	62	51
One	33	28	32
Two	15	7	12
Three or More	3	2	2

**Table 6 Use of Other Modes if Fairfax Connector Were Not Available**

Alternative Modes if Bus Not Available <sup>7</sup>	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Drive	19	11	16
Get A Ride/Carpool	22	27	24
Taxi/TNC	25	35	28
Other Public Transportation	9	4	7
Walk	7	9	7
Bike	1	2	1
Would Not Go at All	6	5	6
Would Go Elsewhere by Bus	4	5	4
Other	1	<1	1

Table 7 displays the main reasons respondents cited for using Fairfax Connector. Among all riders, 40 percent are transit dependent, meaning that they do not have a car or a driver's license, but among low-income riders this figure rises to 52 percent, while 45 percent of minority riders are transit dependent.

**Table 7 Reasons for Using Fairfax Connector**

Reasons for Using the Bus	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Have no alternative – no car	33	43	38
Have no alternative – no driver's license	7	9	7
Economical	25	27	25
Prefer not to drive	8	5	6
Faster than driving	8	5	7
Parking is unavailable/expensive	5	2	4
Car/ride not available today	6	4	6
Better for environment	1	1	1
Other	4	2	3

Ninety-one percent of survey respondents are frequent Fairfax Connector riders who use the bus at least once a week to make the particular trip during which they were surveyed (Table 8).

<sup>7</sup> Percentages do not equal 100 percent due to rounding.



Sixty-six percent said they make that particular trip by bus five times per week or more. Low-income riders rely on the bus for their trip six or seven days a week more than the average rider does (25 percent compared to 17 percent).

**Table 8 Frequency of Particular Trip by Bus**

Frequency of Particular Trip by Bus	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
<b>Net: Weekly</b>	<b>91</b>	<b>93</b>	<b>92</b>
7 days per week	6	9	8
6 days per week	11	14	12
5 days per week	49	42	47
3-4 days per week	17	17	18
1-2 days per week	8	10	8
<b>Net: Less often</b>	<b>6</b>	<b>5</b>	<b>5</b>
1-2 days per month	4	3	3
Less than one day per month	2	2	2
First time making this trip	3	2	2

The on-board survey found that most riders surveyed were traveling from either home or work, 49 percent and 35 percent respectively (*Table 9*). The survey also found that most trip destinations were either home or work, 41 percent, and 38 percent respectively (*Table 10*). Little difference exists between all riders and minority and low-income riders in trip origins or destinations.

**Table 9 One-Way Fairfax Connector Trip Origins**

Origin	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Home	49	44	50
Work	35	35	34
Shopping	4	5	4
Social/Recreation/Sightseeing	3	5	3
Personal Business	4	5	4
School	2	3	2
Job-related business	1	1	1
Other	2	2	2





**Table 10 One-Way Fairfax Connector Trip Destinations**

Destination	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Home	41	44	40
Work	38	31	39
Shopping	4	5	5
Personal Business	7	8	7
Social/Recreation/Sightseeing	4	5	4
School	2	3	2
Job-related business	2	2	2
Other	1	1	2

About half of the respondents rode at least two buses and/or trains when making their one-way trip (*Table 12*). Fifteen percent took three or more buses and/or train lines on their one-way trip. There was no discernable difference between the number of buses and trains used on a one-way trip between all riders and low-income and minority riders.

**Table 11 Number of Buses/Trains Used on One-Way Trip**

Number of Buses/Trains Used on One-Way Trip	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
This bus only	49	54	51
Two	36	30	34
Three	12	13	12
Four	2	2	2
Five or more	1	1	1

Eighty-one percent of respondents paid with a SmarTrip® card (without using a Senior or Disabled Fare) while 13 percent used cash (*Table 12*). Use of cash is slightly higher for low-income and minority riders, 18 and 15 percent respectively.

**Table 12 Means of Payment for Bus Ride**

Means of Payment for Bus Ride	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
SmarTrip® (Non-Senior/Disable Fare)	81	77	79
Cash	13	18	15
Senior/Disabled Fare (SmarTrip® or Cash)	3	2	2
Student Pass/Card	1	1	1
Other	2	2	2

Eighty-seven percent of all riders accessed Fairfax Connector service by walking or using a wheelchair, and ninety percent of riders arrived at their final destinations by walking or using a wheelchair (*Table 13*). Little difference exists between the general rider population and low-



income and minority riders in terms of modes of access and egress from the Fairfax Connector system.

**Table 13 Fairfax Connector Mode of Access**

Mode of Access	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Walk or Wheelchair	87	92	89
Drove Self	6	1	4
Driven by Someone Else	4	4	4
Bicycle	1	<1	<1
Taxi or TNC	1	1	1
Other	1	1	1

**Table 14 Fairfax Connector Mode of Egress**

Mode of Egress	Percent of Total Riders	Percent of Low-Income Riders	Percent of Minority Riders
Walk or Wheelchair	90	93	92
Drive Self	4	1	3
Driven by Someone Else	3	3	3
Bicycle	<1	<1	<1
Taxi or TNC	1	1	1
Other	1	<1	<1

The rider survey results show that Fairfax Connector riders are 67 percent minority and 66 percent low-income. One out of two riders take trips that require at least one transfer, with approximately 73 percent of trips system being related to work commute. Low-income and minority riders are slightly more likely to use cash to pay for their trip than the general rider population. There is virtually no difference in trip patterns and frequency, modes of access and egress, and trip purpose between the general rider population and minority and low-income riders.

## 2.4 Minority Representation on Relevant Non-Elected Commissions, Committees, and Boards

Fairfax County currently has four non-elected committees, commissions, and boards that provide input on transit service: the Transportation Advisory Commission (TAC), the Commission on Aging (COA), the Fairfax Area Disability Services Board, and the Mobility and Transportation Committee. *Table 15* below displays the current composition of these groups by race/ethnicity.



**Table 15 Minority Representation on Relevant Non-Elected Commissions, Committees, and Boards**

Body	Race/Ethnicity				
	Caucasian	Latino	African American	Asian American	Native American
Fairfax County Population (2018 Census)	61%	16%	10%	19%	0.2%
Transportation Advisory Commission	100%	0%	0%	0%	0%
Fairfax Area Commission on Aging	92%	0%	8%	0%	0%
Fairfax Area Disability Services Board	92%	0%	0%	8%	0%
Mobility & Transportation Committee (Disability Services and Long-Term Care)	78%	4%	7%	11%	0%
Trails, Sidewalks and Bikeways Committee	99%	1%	0%	0%	0%

The Transportation Advisory Commission (TAC) advises the Fairfax County Board of Supervisors on major transportation issues, including, but not limited to transit service. The TAC meets once a month and provides the Board with information and comments regarding transportation improvements in the County. Meetings are open to the public. The TAC is comprised of 11 members who each serve two-year terms. The TAC includes one member from each magisterial district (9); one at-large; and one Disability Services representative. All members are appointed by the Board of Supervisors. The TAC agenda is posted to its web page prior to every meeting. Minutes from every meeting also are posted on the TAC web page.

FCDOT staff works with the Board of Supervisors to ensure that they are aware of non-Caucasian individuals who may have an interest in serving on the TAC and the importance of having a TAC that is representative of Fairfax County's diverse population. Staff also works proactively with community-based organizations, Fairfax County departments, including the OHREP and NCS, to identify minority individuals who have an interest in transportation and make the names of those individuals available to the Board for possible appointment to the TAC.

The Fairfax Area Commission on Aging works to increase awareness of problems affecting Fairfax's aging population and organizes activities to improve the well-being of the County's senior population. The Commission on Aging includes 12 members who each serve two-year terms. The Commission members include one representative from each magisterial district (9); one at-large representative; one representative from the City of Fairfax; and one representative from the City of Falls Church. The Commission is made up of more than 50 percent older persons, including minority individuals; one senior citizen; a representative of health care provider organizations and supportive services provider organizations; persons with leadership experience in the private and voluntary sectors, a member of the general public; and local elected officials. The Commission meets twice a month and all meetings are open to the public. Meetings are advertised on Fairfax County's website calendar, on the

Fairfax Area Commission of Aging's County webpage, and in the Golden Gazette, a free monthly newspaper covering news for seniors in the Fairfax area.

The Fairfax Area Disability Services Board provides the Fairfax County government with input, assistance, and advice on the service needs of persons with physical and sensory disabilities. The Fairfax Area Disability Services Board has 15 members who each serve three-year terms. Members can serve for up to three terms. The members of the Fairfax Area Disability Service Board include appointees from each magisterial district (9); one at-large member; two at-large/Fairfax County Business Community representatives; one City of Fairfax local official; one City of Falls Church local official; and one at-large/Fairfax County local official. An alternate may be appointed from each of the cities, for a total of 17.

State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual, or hearing disabilities or their family members; a local official (person elected or appointed to or employed by a board commission or agency from the jurisdiction making the appointment to the disability services board) from each participating jurisdiction; and at least two representatives from the business community. The Board meets once a month and meetings are open to the public. Meetings are advertised on Fairfax County's Disability Services email listserv and on Fairfax County's website calendar. Information about the boards' meetings is also available through a toll-free number.

The Mobility and Transportation Committee aims to create a multi-modal transportation system in Fairfax County that affords personal independence, choice, and full participation by all individuals regardless of age, disability, or economic status in a safe, accessible, affordable, reliable, timely, and sustainable manner. The Committee promotes funding for transit studies, advocates for improved transportation access, and encourages government and community-based organizations to utilize best practices in mobility management. The Mobility and Transportation Committee co-chairs are members the Disability Services Board and the Long-Term Care Coordinating Council, but membership is open to all residents. There is no limit on the number of committee members. Currently, there are 20 committee members comprised of volunteers from the public. Committee members serve for as long as they wish to participate on the committee. Meetings are open to the public and are advertised on Fairfax County's website calendar.

The Trails, Sidewalks, and Bikeways Committee evaluates existing facilities for trails, sidewalks and bicycle routes and assists the county in producing maps of these facilities, and plans new facilities. Committee members also evaluate subdivision plans and site plans for trail facilities. The membership of this committee consists of representatives from the nine magisterial districts, an at-large representative, and representatives from the following organizations: Fairfax County Park Authority; Northern Virginia Regional Park Authority; Clifton Horse Society; Washington Area Bicyclist Association; Northern Virginia Builder's Industry Association; Fairfax Area Disability Services Board; and Fairfax County Federation of Citizens Associations

## 2.5 Summary of Title VI Complaints, Investigations, and Lawsuits

Fairfax County did not have any Title VI investigations or lawsuits or receive any Title VI complaints involving Fairfax Connector service or other Fairfax County Department of Transportation transit-related activities between 2018 and 2020.

## 2.6 Land Acquisition for Purposes of Facility Construction

Fairfax County has not constructed any facilities included under FTA Circular 4702.1B, Chapter III, Section 13, including any vehicle storage facilities, maintenance facilities, operations centers, or other similar facilities, which required land acquisition and the displacement of persons from their residences and businesses during the reporting period of 2017-2020.

## 2.7 Sub-recipients of Federal Transit Administration Funding

Fairfax County does not have any sub-recipients of FTA funds.

## 2.8 Public Participation Plan

### Introduction and Goals

FCDOT strives to provide accessible and relevant public information and involvement opportunities to obtain input on transit service and planning from members of the public. FCDOT's Public Participation Plan (PPP) delineates a set of public participation strategies that facilitate greater involvement by minorities (as defined by race, color, or national origin), Limited English Proficiency (LEP) populations, and low-income populations in the transit planning and decision-making process.

Three goals guide FCDOT's PPP:

- 1) Ensure that minority, LEP, and low-income individuals are provided with *meaningful* and *accessible* opportunities to provide input into Fairfax County's transit decision-making process.
- 2) Build relationships that facilitate open and frequent communication with key stakeholder groups representing and working with minority, LEP, and low-income communities.
- 3) Obtain information and feedback that Fairfax Connector can use to inform the provision of transit service that meets the specific transportation needs of minority, LEP, and low-income populations.

These goals reflect FCDOT's intent to provide relevant information, and opportunities to provide input on all transit projects in a manner that is accessible to Title VI protected and low-income populations throughout Fairfax County. FCDOT continually works to strengthen relationships with minority, LEP, and low-income populations, and relevant community groups



and other stakeholders to create a culture that promotes a high-level of trust and facilitates continuous engagement.

### **Public Outreach Strategies**

FCDOT has continued to refine its public outreach strategies and with the proliferation of digital platforms that provide tools for targeted outreach and enhanced internal and external collaboration efforts with key community stakeholders. FCDOT's communications team is reaching more people than ever before. As part of these efforts, FCDOT has incorporated best practices and federal guidance, including FTA Circular 4703.1, into its outreach planning efforts. These resources along with available outreach platforms and partnerships continue to support and inform the strategies developed for this Public Participation Plan.

FCDOT creates individual public participation plans for each transit planning process or project, tailored to the type of plan or service under consideration and the scope of changes or geographic impact of the project. Strategies identified in this plan will be used *selectively* by FCDOT on a case-by-case basis and incorporated into project-level public participation plans. At the outset of a planning process, service change, fare change, or other transit project, FCDOT's communication staff will review the strategies contained within this plan and select those that are appropriate to the individual project based on the type of project, the demographics of the individuals that would be impacted by the location of the project, and the resources available.

- **Understanding Our Community** – At the outset of any transit project requiring public outreach, FCDOT identifies the local area(s) impacted and develops an understanding of the populations living in the area(s). Demographic data, previous experience, as well as feedback from local community organizations, houses of worship, human services agencies, and staff from the magisterial district office(s) provide both a quantitative and qualitative understanding of the local area(s). Based on this information, FCDOT develops a targeted approach to ensure inclusive public participation by all members of the local community, including identifying the need for translation services and the types of public outreach that are likely to be effective with the populations present in the local community.
- **Inclusive Public Meetings** – FCDOT uses public meetings to generate feedback about proposed service changes and other transit projects. FCDOT aims to notify the public 30 days prior to the meeting through a variety of print and non-print advertising methods. Meetings are held in transit accessible locations and in a variety of location types (e.g., schools, community centers, senior centers, apartment complexes, shopping malls, and libraries). Meetings are also held at locations within walking distance of residential areas when possible. FCDOT meetings are scheduled at traditional and non-traditional times, including during the morning, daytime, and on the weekends. Translation services are made available at all meetings upon request and may be provided without request at meetings in areas with high concentrations of LEP populations and targeted to the language(s) spoken. When appropriate, the format of the meetings will include an open-house style to allow attendees to speak individually and provide verbal feedback to

FCDOT staff. Materials in appropriate languages for locations may also be provided, depending on the impacted populations. FCDOT staff always have access to the County's "Language Line" if special, unforeseen communication needs arise. The Language Line is the County's on-call, on-demand translation service. It can provide translation services in more than 240 languages.

- **Pop-Up Events** – "Pop-Up" events are held at high-traffic places where Fairfax Connector riders and other residents are present in formats that allow for one-on-one interaction. Pop-up events may be held in locations such as transit centers and major transfer points, community centers, schools, senior centers, medical centers, houses of worship, and County-owned and other multifamily residential complexes. Pop-up events are also often employed during large festivals or cultural gatherings. When project resources allow, promotional materials may be provided to increase public participation. At these events, FCDOT may be accompanied by translators and members of local community organizations to facilitate relationship building and communication with the local community. Individuals will have the opportunity to provide oral feedback directly to FCDOT to increase engagement with minority, low-income, and LEP populations.
- **Cross-agency Partnerships** – FCDOT works with other Fairfax County departments, including but not limited to NCS, OHREP, the Office of Public Affairs (OPA), Public Schools (FCPS), Public Works and Environmental Services (DPWES), Park Authority, Housing and Community Development (FCHD), Family Services (DFS), Office to Prevent and End Homelessness (OPEH), Emergency Management (OEM), Health Department (HD), and Police Department (FCPD) to leverage relationships with community and faith-based organizations, supplement translation resources, and at community events to distribute information about Fairfax Connector services and transit projects, plans, and initiatives. FCDOT also works with internal partners on "train-the-trainer" programs that familiarize other front-line staff with Fairfax Connector service and current transit projects and plans to allow staff to provide transit information to the general public.
- **Community Events** – FCDOT staff seek to meet people where they are by attending community events and festivals (e.g., Celebrate Fairfax, Pan-American Festival, Reston Multi-Cultural festival) where minority, low-income, and LEP populations may be present to distribute transit information and solicit feedback.
- **Partnerships with Community Based Organizations and Faith Based Institutions** – FCDOT continues to build and nurture relationships with community- and faith-based organizational partners, which is vital for disseminating information and soliciting feedback from diverse communities. FCDOT works with these organizations to distribute materials, co-sponsor meetings, or attend meetings to reach their constituents, clients, and members.



- **Focus Groups** – Focus groups consisting of leaders of relevant community organizations, and/or their members or constituents, are employed at times and locations convenient to attendees to solicit feedback in a small group and informal setting from minority, LEP, and low-income populations.
- **Print Materials Distribution** – FCDOT develops flyers, brochures, and other print materials to inform the public of meetings and other opportunities to comment on projects and to convey vital transit system information. Print materials are distributed to community areas affected by proposed project or service changes and are translated into other languages as needed per the local demographics and the Language Access Plan. Where possible, printed materials incorporate pictures and use minimal text to facilitate their use by LEP and low-literacy individuals. FCDOT utilizes advertisements to promote public meetings and alert riders of service changes on buses and bus shelters, at park-and-ride lots, and at Fairfax Connector Stores. FCDOT also provides notices to other partners for distribution through their channels, including community-based organizations, local human services agencies, and houses of worship.
- **Online Engagement** - FCDOT makes extensive use of online platforms, including its website, social media accounts (e.g., Twitter and Facebook), and subscription-based email/text notifications via Fairfax Alerts to disseminate information about capital projects, service changes, and other important information. FCDOT also develops informative videos and other interactive visualization techniques which are important for reaching LEP and low literacy communities. These videos are produced for large-scale projects, for distribution online, and for use at public meetings.
- **Phone Line** – FCDOT maintains a call center service for transit information that is available 24-hours a day, as well as access to a language line service in the event a caller needs language assistance. The call center phone number is included on all project related materials.
- **Ethnic and Foreign Language Media** – FCDOT advertises public meetings in local ethnic and foreign language media outlets, which may include radio stations, TV stations, and newspapers. These outlets help reach Fairfax County's diverse populations and by targeting specific minority communities.
- **Advisory Boards, Stakeholder Groups and Technical Advisory Groups** – Fairfax County has five advisory boards that provide advice on transportation-related matters: the Transportation Advisory Commission, the Commission on Aging, the Fairfax Area Disability Services Board, and the Mobility and Transportation Committee, a joint committee of the Fairfax Area Disability Services Board, the Fairfax Area Long Term Care Coordinating Council, and the Trails, Sidewalks, and Bikeways Committee. These advisory boards are comprised of members of the community who can provide information regarding outreach strategies for reaching targeted populations. FCDOT

also establishes and facilitates community stakeholder groups and technical advisory groups for all large-scale transit planning efforts to inform decision making and bring more involvement from entities supporting Title VI protected populations. These groups meet periodically and are established in collaboration with Neighborhood and Community Services and are based on area impacted and populations served.

### **Outcomes Evaluation Process**

The Fairfax County Department of Transportation routinely reviews its Public Participation Plan and the effectiveness of the strategies contained herein. This Public Participation Plan is a living document that FCDOT will refer to and update on an ongoing basis. Since the previous Title VI Program, FCDOT has engaged in a process to develop standard operating procedures for public participation activities, including a public outreach checklist that will help guide departmental staff as they incorporate community input into transportation planning decisions. Once completed, all these procedures will be incorporated in a revised staff handbook for FCDOT employees.

Following the completion of an individual planning process or initiative that includes public involvement, FCDOT reviews the overall effectiveness of the public outreach by addressing the following questions:

- Was there participation by Title VI protected populations throughout this public participation process? What was the level of participation by Title VI protected populations relative to the proportion of the populations that would be potentially impacted by the proposed plan, project, service change, or fare change?
- How many external events, meetings, and opportunities for one-on-one interaction were provided? Did these outreach activities target specific Title VI populations that would be impacted by the proposed transit plan project, service change, or fare change?
- Were materials translated into the appropriate language(s), printed, and distributed at places where minority, LEP, and low-income populations would have access to them?
- In the judgment of the project team, were the appropriate strategies employed to engender inclusive public participation? Which strategies worked the best, and which ones did not work as well as expected?

These questions are addressed by the FCDOT communications team and appropriate project staff and documented following each public participation campaign's conclusion. This performance documentation allows FCDOT staff to continuously improve efforts to promote inclusive public participation.

### *Project Examples*

#### **Service Change Notifications Public Outreach Process**

FCDOT conducts outreach to inform and seek input from Fairfax Connector riders about proposed service changes that will impact their routes and communities. Service change outreach efforts are targeted around the geographic areas that are directly impacted by planned service changes, although meetings are advertised throughout the system. Typically,

Fairfax County conducts outreach to impacted riders and communities by posting notices of the planned changes and opportunities for public comment at public meetings on buses, at bus shelters, and by directly distributing print notices of meetings to riders. Information is also posted to Fairfax Connector's website and social media accounts. Translation services are available upon request at all public meetings. Fairfax County translates print notices into Spanish and other languages as needed upon reviewing the demographics of the impacted riders and neighborhoods. By providing information directly to passengers with translation into the appropriate languages, FCDOT seeks to ensure that all riders and impacted community members are aware of and have the opportunity to provide comment on service changes that impact their lives. The following are examples of public outreach strategies related to typical service change notifications and major projects:



#### **Example 1: Fairfax Connector Service Reviews (Route Optimizations) – 2018 - Ongoing**

In 2018, FCDOT began a new process of a systemic review of Fairfax Connector bus service with a goal of increased on-time performance, reliability, and improved service for the greatest number of riders as effectively as possible. To date, these route optimization efforts have been initiated in the following areas of Fairfax County: Franconia-Springfield, Reston-Herndon, and Vienna-Tysons along the I-66 corridor (including Chantilly and Centreville). The Huntington area of the County is being reviewed as part of the Richmond Highway Bus Rapid Transit (BRT) project.

One of the key components of these route optimization efforts is public engagement and solicitation of community feedback. For each route optimization effort, two to three rounds of community and stakeholder outreach have been or will be conducted, and the public feedback will be incorporated into the preferred and final service plans for each area. To engage the Title VI populations for these efforts, the following activities have been conducted, among others:

- Flyers informing the public of the process and the various ways to engage and provide feedback were printed in both English and Spanish and were posted on buses and at bus shelters. These flyers were also distributed to a wide network of community groups, HOAs, businesses, and human services agencies serving and advocating for Title VI populations. Geo-targeted online advertisements and community newsletters were also used to promote the various ways of engagement and providing feedback.
- A community stakeholder group was formed for each area and engaged during the two to three rounds of community outreach to provide feedback for each effort. These groups included but were not limited to community organizations, business entities, human services agencies, and transit partners.
- Pop-up events at high foot traffic areas in the impacted areas were conducted and information was provided in English and Spanish. Palm cards with engagement opportunities highlighted were available and distributed. Some of the locations used for these efforts included transit stations, grocery stores, community centers, and human services facilities.
- Multiple public meetings were held in transit accessible locations within the service areas. During the coronavirus pandemic, virtual community meetings were offered and for those with access, a call-in option was provided. Translation services were available in Spanish and Korean at the physical public meetings and the Spanish translation services were used. Additional translation services were made available, per request, but none were requested.
- During the coronavirus pandemic, video presentations were also posted on YouTube and linked on the Fairfax Connector website. These presentations are automatically translated into five languages, namely Spanish / Español, Vietnamese / Tiếng Việt, Korean / 한국어, Chinese / 中文, Urdu / اردو, and Farsi / فارسی by YouTube, and FCDOT has received positive feedback on some of the translations.

- Online surveys were conducted for each public outreach round. The surveys were offered in English and Spanish, and translation of the survey to other languages was provided as an option. Print copies of the survey were also made available.
- Information on the service plan alternatives, the preferred plans, and ultimately the final changes that will go into effect are made available on Fairfax Connector's website (in English and with the ability to use translation service to other languages); through the Fairfax Connector Telephone information Center (both in English and Spanish); on social media platforms (both Fairfax Connector, FCDOT, and Fairfax County Office of Public Affairs channels); via traditional media outlets (radio, TV, and online, with special emphasis on ethnic media outlets); and through email and text alerts (by subscription).
- Once the service changes go into effect, outreach will be done via all above platforms to individuals, community stakeholders, the business community, and human services agencies.

**Example 2: COVID-19 Fairfax Connector Service Modifications – March 2020 - ongoing**

For unplanned and significant service modifications (usually during a crisis like severe inclement weather), FCDOT engages in a robust public notification process aimed at reaching all Fairfax Connector passengers as quickly as possible. The most recent example of this involves the impacts of the global coronavirus pandemic (COVID-19) which disrupted much of the regular daily operations of Fairfax County beginning in mid-March 2020.

Upon the eruption of COVID-19 in the National Capital Region, FCDOT executed a pandemic mitigation plan including public notifications of local bus service impacts. While most of the region shut down 90+ percent of public transit, FCDOT maintained approximately 70 percent of the Fairfax Connector service to support customers who are transit dependent. Fares were also suspended on all Fairfax Connector routes. Communication and notification efforts for the COVID-19 service modifications were specifically aimed to reach the underserved and disenfranchised populations: minorities, LEP individuals, persons with disabilities, older adults, and individuals and families living within lower income brackets. As the crisis evolved, the communications also included new safety protocols (social distancing and requirements to wear a face covering) and procedures for boarding and alighting (rear door entry and exit). Examples of some of the notification activities targeting the Title VI populations included but were not limited to:

- Printed materials in the top 10 languages were posted in buses as flyers and car cards with applicable graphics (such as mandatory face coverings, rear door entry/exit, social distancing, free fares). Fairfax Connector staff also was on-hand to provide information at transit stations and other high-traffic locations. These flyers were also distributed to a wide network of community groups, HOAs, businesses, and human services agencies serving and advocating for Title VI populations.
- Text and email alerts to all registered customers were also distributed, and information on the service impacts were posted online with the capability to translate to dozens of languages in real-time.



- FCDOT worked closely with NCS to distribute the information within Title VI populations. FCDOT also used other existing partnerships with multiple Fairfax County agencies and elected leadership to communicate with the hard to reach populations. Some of the agencies providing assistance included the Community Services Board, the Economic Development Authority, OPA, and FCPS.
- Proactive media outreach via direct-to-press messaging was used to develop earned media exposure. Messaging was provided to an extensive list of ethnic media outlets; these outlets generally prefer to receive information in English as they translate it to their respective languages.
- Paid social media advertising was used to provide further reach. The Fairfax Connector/FCDOT customer service telephone line was widely publicized, and the customer service staff's ability to speak multiple languages was highlighted. Use of social media to reach out to geo-targeted areas was one of the most successful methods in reaching large numbers of customers. These ads use visual impact approach and can be very helpful in reaching hard to reach customers via written word. Radio advertising also was used.
- Fairfax Connector information was also distributed, and updates were sent through the Fairfax County Joint Information Center (JIC) as part of the Incident Command System (ICS). Information was also provided via the COVID-19 Hot Line staffed by the Fairfax County Health Department and Office of Emergency Management.

## 2.9 Language Access Plan

### Introduction

Fairfax County Department of Transportation (FCDOT) Language Access Plan (LAP) helps determine what types of language assistance to provide, how Limited English Proficiency (LEP) persons will be informed about the availability of language assistance, processes for evaluating and updating the plan, and the types of training provided to all FCDOT transit employees and contractors to ensure awareness of the importance of timely and reasonable language assistance.

FCDOT's LAP was prepared in compliance with FTA Circular 4702.1B and other federal regulations and guidance related to language assistance. This plan includes:

- The results of the *Four Factor Analysis*.
- A detailed set of strategies that FCDOT will employ to provide language assistance services by language.
- A description of how FCDOT will notify LEP persons about the availability of language assistance.

The LAP also describes how FCDOT monitors, evaluates, and updates the plan. FCDOT staff who are responsible for Title VI compliance are also responsible for all LAP related tasks, including:

- 1) ensuring that all staff are trained on how to provide timely and reasonable language assistance to LEP populations;
- 2) ongoing monitoring of the implementation of the language assistance strategies and materials that comprise the LAP;
- 3) evaluating the efficacy of the strategies and materials; and
- 4) updating the plan as needed.

#### **Four Factor Analysis**

The U.S. Department of Justice (DOJ) developed the Four Factor Analysis to provide a clear framework through which recipients of federal funding can determine the extent of their obligation to provide LEP services. Recipients of federal funding are required to take reasonable actions to ensure access to their programs and activities, and the Four Factor Analysis helps to develop an individualized determination of the extent of the needs of LEP populations and how they are best and feasibly served.

FTA's Title VI Circular 4702.1B, instructs FTA funding recipients to use the Four Factor Analysis and refers to DOJ's LEP guidance, as needed. In accordance with these guidelines, FDCOT conducted a Four Factor Analysis to help ensure meaningful access to programs and activities, and to determine the specific language services that are appropriate to provide. Broadly speaking, this analysis helps to determine how well Fairfax County communicates with the LEP communities it serves and how it can communicate with them in the future through language access planning. The Four Factor Analysis examines the following, as described in FTA Circular 4702.1B:

**Factor 1: The number or proportion of Limited English Proficiency persons eligible to be served or likely to be encountered by the recipient.** This population is program specific. In addition to the number or proportion of LEP persons served, the analysis, at a minimum, identifies:

- How LEP persons interact with the recipient's agency;
- LEP communities and assesses the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group;
- The literacy skills of LEP populations in their native languages to determine whether translation of documents will be effective; and
- Whether LEP persons are underserved by the recipient due to language barriers.

**Factor 2: The frequency with which Limited English Proficiency persons come into contact with the program.** Recipients should survey key program areas and assess major points of contact with the public, such as:

- Use of bus and rail service;

- Purchase of passes and tickets through vending machines, outlets, websites, and over the phone;
- Participation in public meetings;
- Customer service interactions;
- Ridership surveys; and
- Operator surveys.

**Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.** The provision of public transportation is a vital service, especially for people without access to personal vehicles. For example, a county's regional planning activities potentially impact every person within the county. Development of a coordinated plan to meet the specific transportation needs of seniors and people with disabilities also will often meet the needs of LEP persons. An LEP individual may have a disability that prevents him/her from using fixed route service, thus making him/her eligible for ADA complementary paratransit. Transit providers, States, and MPOs must assess their programs, activities and services to ensure they are providing meaningful access to LEP persons. Facilitated meetings with LEP persons are one method to inform the recipient on what the local LEP population considers to be an essential service, as well as the most effective means to provide language assistance.

**Factor 4: The resources available to the recipient for Limited English Proficiency outreach, as well as the costs associated with that outreach.** Resource and cost issues can often be reduced by technological advances, reasonable business practices, and the sharing of language assistance materials and services among and between recipients, advocacy groups, LEP populations and Federal agencies. Large entities and those entities serving a significant number of LEP persons should ensure that their resource limitations are well substantiated before using this factor as a reason to limit language assistance.

**Table 16 Four Factor Analysis Methodology**

Factor	Measure	Data Source
<b>Factor 1: The number or proportions of LEP persons eligible to be served or likely to be encountered by the program or recipient.</b>	<ul style="list-style-type: none"> <li>• Presence of limited English proficient populations in the Fairfax County</li> <li>• Use of public transportation services by limited English proficient populations in Fairfax County</li> </ul>	<ul style="list-style-type: none"> <li>• American Community Survey (ACS) Estimates: This analysis uses 2014-2018, 5-year estimates.</li> <li>• Fairfax County Public Schools Home Language Survey (HLS): The HLS is distributed every year to all registered students to identify language minority students, parents, and/or guardians.</li> </ul>



Factor	Measure	Data Source
<b>Factor 2: The frequency with which LEP persons come into contact with the program.</b>	<ul style="list-style-type: none"> <li>Frequency with which LEP persons use Fairfax Connector</li> </ul>	<ul style="list-style-type: none"> <li>Interviews with County Staff</li> <li>Fairfax Connector Bus Rider Survey: FCDOT surveyed riders on all Fairfax Connector bus routes from March 30 - May 24, 2019.</li> </ul>
<b>Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.</b>	<ul style="list-style-type: none"> <li>Qualitative research on the role of Fairfax Connector service in the lives of LEP persons in Fairfax County</li> <li>Ability to make trip if Fairfax Connector were not available</li> <li>Access to a vehicle for LEP Fairfax Connector riders</li> <li>Trip purpose for LEP Fairfax Connector riders</li> </ul>	<ul style="list-style-type: none"> <li>Interviews with County Staff</li> <li>Fairfax Connector Bus Rider Survey: FCDOT surveyed riders on all Fairfax Connector bus routes from March 30 - May 24, 2019.</li> </ul>
<b>Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.</b>	<ul style="list-style-type: none"> <li>Description of existing Language Access Resources and associated costs</li> </ul>	<ul style="list-style-type: none"> <li>Program information and data. Records on the description of existing language access resources and their costs are maintained by the FCDOT Civil Rights Officer.</li> </ul>

**Factor 1: The number or proportion of Limited English Proficiency persons eligible to be served or likely to be encountered by the recipient.**

#### **U.S. Census Bureau, American Community Survey (ACS)**

FTA defines LEP persons as persons for whom English is not their primary language and who have limited ability to read, write, speak, or understand English. Fairfax County residents who reported in the ACS that they speak English "less than very well" are therefore considered to have limited English proficiency in this Four Factor Analysis. Maps displaying the distribution of linguistically isolated populations in Fairfax County overall and for the top ten languages spoken by LEP individuals demonstrate the presence and population density of these populations across the Fairfax Connector service area are found in *Appendix B*.

*Table 17* shows the County's overall LEP population by language group for the population five years and older. In total, 22 percent of the population in Fairfax County, or just over 257,000 people, are limited English proficient.



**Table 17 Linguistic Isolation in Fairfax County by Language Group, Population 5 Years and Older<sup>8</sup>**

Language Spoken at Home <sup>9</sup>	Population 5 years and over by Specified Language Group	Percent of Total County Population by Specified Language Group	Speak English "less than very well" by Specified Language Group	Percent of Specified Language Group Speakers that Speaks English Less than "Very Well"
Spanish	150,352	14.0%	61,146	40.7%
Asian or Pacific Island	127,834	11.9%	51,133	40.0%
Indo-European	93,246	8.7%	19,835	21.3%
Other Languages	51,044	4.7%	14,954	29.3%

Details based on the top ten languages spoken by linguistically isolated households in Fairfax County, comparing the results from 2011-2015 (submitted in the 2017 Title VI Program) and the most recent data available for 2014-2018. The top ten languages have not changed in the past three years, however, the size of the limited English proficient populations for the top four languages, Spanish, Korean, Vietnamese, and Chinese have either stagnated, decreased, or, in the case of Spanish, increased only slightly. Growth in LEP populations has occurred in Arabic, African languages, and languages of the Indian Subcontinent. The LEP Arabic speaking population grew by 40 percent in the period examined, from just over 6,100 persons to over 8,590 persons. The presence of LEP persons who speak Farsi doubled.

<sup>8</sup> U.S. Census Bureau, American Community Survey, 2014-2018, five-year estimates, Table S1601: Language Spoken at Home.

<sup>9</sup> The US Census Bureau collapses 382 language categories into four major groups: Spanish, Other Indo-European Languages, Asian and Pacific Island Languages, and All Other Languages.



**Table 18 Linguistically Isolated Populations in Fairfax County, Population 5 Years and Older – Top 10 Languages**

Language	2011-2015 <sup>10</sup>	2014-2018 <sup>11</sup>	Percent Change
Spanish or Spanish Creole	60,979	61,146	0.3%
Korean	19,324	17,893	-7.4%
Vietnamese	14,514	12,775	-12.0%
Chinese	9,525	9,112	-4.3%
Hindi and other Indic languages <sup>12</sup>	6,811	8,644	26.9%
African Languages	6,383	8,598	34.7%
Arabic	6,155	6,155	0%
Urdu	5,430	5,685	4.7%
Farsi	4,672	5,430	16.2%
Tagalog	2,982	3,051	2.3%

As shown in *Table 19*, Spanish-speaking LEP persons who work in Fairfax County are far more dependent on Public Transportation as their primary means of transportation to work than the general population; LEP workers who speak languages other than English; and Spanish-speaking LEP persons who also speak English very well. Limited English Proficiency persons who speak Spanish and work in Fairfax County are also more likely to carpool, walk, or use a motorcycle, bicycle, or taxi to travel to work, while they are less likely to work at home vis-à-vis all other populations.

<sup>10</sup> U.S. Census Bureau, American Community Survey, 2011-2015, five-year estimates, Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

<sup>11</sup> U.S. Census Bureau, American Community Survey, 2014-2018, five-year estimates, Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

<sup>12</sup> Speakers of other Indic languages may also speak Hindi, so Hindi and other Indic languages will be combined in analyses of linguistically isolated populations in Fairfax County. In the 2014-2018 ACS data there are 7,144 speakers of "other Indic languages" and 1,500 speakers of Hindi that speak English "less than very well." In the 2011-2015 ACS data there are 4,893 speakers of "other Indic languages" and 1,918 speakers of Hindi that speak English less than very well. Hindi is the 10th largest language group for residents who speak English "less than very well."





**Table 19 Commute Mode Share for Population Working in Fairfax County by Language Spoken at Home and Ability to Speak English<sup>13</sup>**

	Total	Speak Only English	Speak Spanish Speak English Very Well	Speak Spanish - Speak English Less Than Very Well	Speak Languages Other Than English - Speak English Very Well	Speak Languages Other Than English - Speak English Less Than Very Well
<b>Drove Alone</b>	77.9%	85.4%	76.6%	62.5%	76.8%	72.2%
<b>Carpooled</b>	7.9%	6.4%	10.2%	16.8%	9.6%	11.4%
<b>Public Transportation</b>	4.4%	4.3%	6.1%	13.5%	1.8%	3.3%
<b>Walked</b>	1.6%	1.4%	1.2%	2.4%	2.0%	3.6%
<b>Taxicab, motorcycle, bicycle, or other means</b>	1.5%	1.3%	2.2%	2.8%	1.4%	2.7%
<b>Worked at Home</b>	6.6%	7.3%	3.6%	2.0%	8.4%	6.8%

#### **Fairfax County Public Schools Home Language Survey**

Fairfax County Public Schools conducts an annual Home Language Survey to determine languages students speak at home as well as the preferred language of correspondence with the family. FCPS' student enrollment for the 2019-2020 school year is 185,033, with 91,451 children speaking a language other than English at home. A total of 188 languages are spoken in students' homes, with nearly half (49.4%) of all FCPS students living in a home where a language other than English is spoken (*Figure 5*).

<sup>13</sup> U.S. Census Bureau, American Community Survey, 2014-2018, five-year estimates, Table B08513: Means of Transportation to Work by Language Spoke at Home and Ability to Speak English for Workplace Geography – Universe: Workers 16 years and over





**Figure 5 Languages spoken by FCPS students**

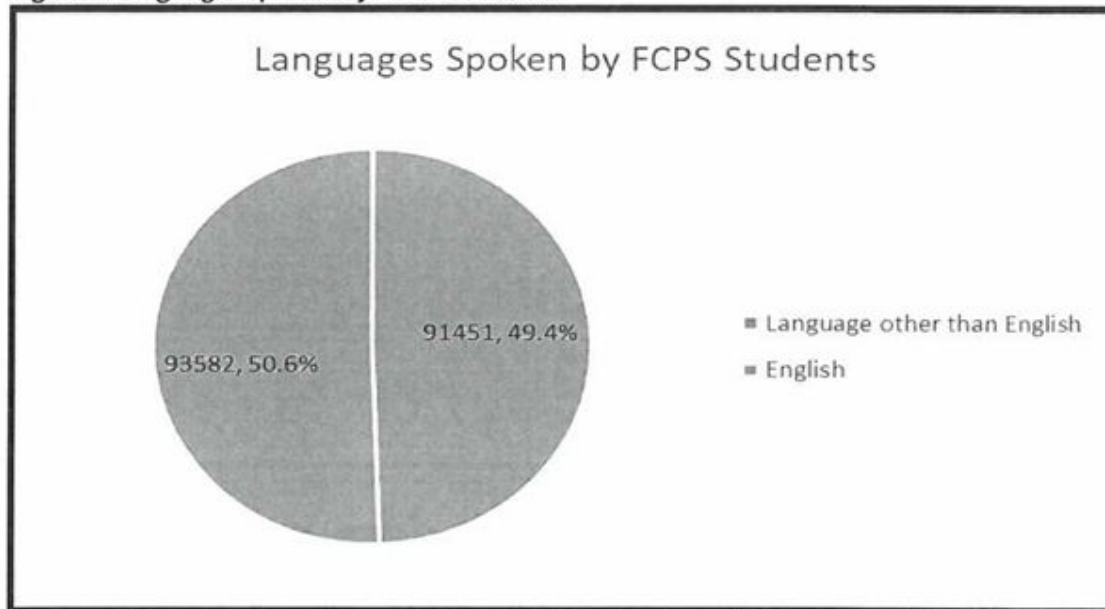


Table 20 shows the most frequently spoken languages at home other than English amongst FCPS students. All students who have parents or guardians that speak a language other than English at home are required to register for school at central intake offices that assess language needs as well as other family social service needs.

**Table 20 Languages Other than English Frequently Spoken at Home, 2019-2020 School Year**

Rank	Language	Number of Students
1	Spanish	41,156
2	Arabic	6,056
3	Korean	4,721
4	Vietnamese	4,693
5	Chinese/Mandarin	3,942
6	Urdu	3,081
7	Amharic	3,000
8	Telugu	2,273
9	Hindi	1,782
10	Farsi/Persian	1,680
11	Bengali/Bangla	1,235
12	Russian	1,207
13	Tamil	1,157
14	Tagalog/Pilipino	1,098
15	Twi	978



One of the questions asked at school registration is: "In which language would the family like to receive correspondence from FCPS?" This is one indicator of the level of English proficiency of the student's parents or guardians. Parents identified a total of 69 correspondence languages. Table 21 presents the top 10 non-English correspondence languages for FCPS.

**Table 21 Student Household Correspondence Language 2019-2020 School Year**

Rank	Correspondence Language	Number
1	Spanish	29,222
2	Korean	1,496
3	Vietnamese	1,427
4	Arabic	1,298
5	Chinese/Mandarin	645
6	Urdu	453
7	Farsi/Persian	257
8	Amharic	200
9	Bengali/Bangla	94
10	Dari	72

#### *Factor 1 Summary*

The Factor 1 analysis used two sources of data recommended by FTA to describe the LEP population within the Fairfax Connector service area, U.S. Census Bureau's American Community Survey and Fairfax County Public Schools Home Language Survey.

A comparison of the ACS data with the FCPS data shows that both sources identify the same top languages spoken by LEP persons in the Fairfax Connector service area. Those languages, which differ in order by the data source,<sup>14</sup> are as follows:

- Spanish
- Korean
- Vietnamese
- Arabic
- Chinese/Mandarin
- Hindi and other Indic languages
- African Languages (Amharic, Twi)
- Farsi
- Urdu
- Tagalog

The top ten languages have remained the same in the past three years, with changes in the size of the limited English proficient populations speaking these languages. The top languages

<sup>14</sup> Spanish is the most popular language spoken other than English according to all data sources reviewed.



(Spanish, Korean, Vietnamese, and Chinese) have seen little change in the population size, while significant growth has occurred in LEP populations in Arabic, African languages, and languages of the Indian subcontinent. As noted above, the LEP population of Arabic speakers has decreased 15 percent, and also with slight decrease in Farsi between the data reported in the 2018 Title VI Program and this Title VI Program. Nearly half (49.4 percent) of all Fairfax County Public Schools students live in a home where a language other than English is spoken, with 188 unique languages spoken in students' homes.

*Factor 2: The frequency with which Limited English Proficiency persons come into contact with the program.*

Fairfax County as a recipient of federal FTA funds conducts surveys of key program areas and assess major points of contact with the public, such as:

- Use of bus and rail service;
- Purchase of passes and tickets through vending machines, outlets, websites, and over the phone;
- Participation in public meetings;
- Customer service interactions;
- Ridership surveys; and
- Operator surveys.

*Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.*

#### *Interviews with County Staff*

Fairfax County through the Fairfax Connector transit services provides vital public transportation services, especially for people without access to personal vehicles. LEP persons, for instance, interact with FCDOT by riding the bus, interacting with bus operators, looking online for service information, visiting a Fairfax Connector store, participating in a FCDOT public meeting, or calling FCDOT for service information or to submit a complaint. To understand the frequency with which each of these interactions occurs, as well as the importance of Fairfax Connector service to LEP populations, the methodology for the combined Factors 2 and 3 includes interviews with nine County government Fairfax Connector and social service providers that serve LEP populations across Fairfax County, which were held in early 2020. These interviews focused on where LEP populations reside in Fairfax County, the languages spoken by LEP populations across Fairfax County, and how they use public transportation.

The purpose of the interviews was to understand both how often LEP persons use Fairfax Connector and other public transportation services in Fairfax County and what services and routes they use most frequently (Factor 2), as well as the nature and importance of public transportation service to their lives (Factor 3). *Table 22* lists in chronological order the Fairfax County departments and staff that participated in the interviews.





**Table 22 Interviews Conducted**

Interview Date	Fairfax County Department or Office	Individual Participants
February 7, 2020	Office of Human Rights and Equity Programs	Ken Saunders, Director; Justine Wharton, Human Rights Specialist Thomas Ajashu, OHREP Outreach Coordinator
February 14, 2020	Neighborhood and Community Services – Region 3	Mrs. LaTishma Walters, Region 3 Manager
February 14, 2020	Neighborhood and Community Services – Region 4	Evan Braff, Region 4 Manager
February 14, 2020	Neighborhood and Community Services – Region 1	Pallas Washington, Region 1 Manager
March 6, 2020	Customer Service, Herndon Division	Devera Ross, Customer Service Manager
March 6, 2020	Fairfax Connector Store	Richard Whaley, Project Manager
March 6, 2020	Customer Service, West Ox Division	William Bell, Customer Service Manager
March 6, 2020	Fairfax Connector Information Center	Edwin Hernandez, Customer Service Manager
March 9, 2020	Customer Service, Huntington Division	Tiffany Holt, Customer Service Manager

**Mr. Ken Saunders, Director, Mr. Justin Wharton, Equity Programs Manager, and Ms. Ajashu Thomas, OHREP Outreach Coordinator, Office of Human Rights and Equity Programs**

The mission of the Office of Human Rights and Equity Programs is to ensure equal opportunity and to promote justice, diversity, and inclusiveness by protecting the civil rights of all in Fairfax County. OHREP receives and investigates complaints alleging violations of the Fairfax County Human Rights Ordinance, Fairfax Connector Complaints, and manages the County's Fair Housing Plan. The Office of Human Rights and Equity Programs encounters LEP populations fairly frequently, particularly native speakers of Spanish, Chinese, Vietnamese, and Arabic. In recent years, the number of OHREP encounters with Chinese LEP populations has decreased, while OHREP has experienced an increase in interactions with Amharic and Korean-speaking LEP populations. OHREP has materials translated into all these languages, as well as Amharic and Somali, although Somali is rarely used. Between 20 to 30 percent of the individuals who call OHREP are Spanish speakers.

In OHREP's experience, LEP populations are located in concentrations across Fairfax County, as follows:

- South County (Lorton, Mt. Vernon, Richmond Highway): Spanish
- Culmore/Route 7: Spanish, Arabic, Amharic
- Herndon: Spanish





- Annandale: Spanish, Korean

OHREP staff identified a number of resources, organizations, special events, and resource centers that Fairfax County can partner with to effectively conduct outreach to LEP populations:

- Fairfax County Neighborhood and Family Resource Centers
- Culmore Family Resource Center
- Springfield Family Resource Center
- Kingsley Commons (frequented by Amharic speakers)
- Vietnamese Festival
- National Korean American Service & Education Consortium (NAKASEC)
- Local Chinese New Year celebrations
- Culmore Partnership – A group of around 20 community organizations in the Route 7 corridor that meets monthly. OHREP has spoken at their monthly meetings in the past and they accommodate outside speakers
- Dar Al-Hijrah Mosque (VA-7) –The mosque has a resource center that connects individuals with public assistance and benefits, and transit service to the mosque has been a concern.
- MakeSpace – A Muslim-American organization focused on youth and young professionals that sponsors educational programs, civic engagement initiatives, community service projects and recreational activities.
- All Dulles Area Muslim Society (ADAMS) Center
- Bailey's Crossroads Elementary Mother's Group – A grassroots group that operates a resource center out of a trailer, serving Spanish, Amharic, and Arabic speaking families.
- Asian Community Service Center
- County senior centers and classes
- Celebrate Communication Fair (Deaf Community) – A very large-scale and well attended event
- Northern Virginia Family Service– A community group that serves a diverse community of clients, most of whom live in poverty.

In OHREP's experience, reaching out to community groups and individual leaders (some cultural groups have an unofficial 'spokesperson' that can facilitate contact between the group and the County government agency), and understanding their issues and individual barriers to participation in a public process or communication with public agencies is critical to beginning a relationship. OHREP has three members of their staff that speak Spanish and they hold several events in Latino neighborhoods across the County to maintain a grassroots-level relationship with these communities. OHREP also has one Arabic-speaking staff person. At Chinese New Year's events OHREP has not brought a translator, as much of the Chinese community is able to speak English. In general, OHREP staff observed that the Asian communities, particularly the Korean and Vietnamese communities, are often self-contained and rely upon their intra-community network for support rather than seeking out assistance from government sources.



OHREP staff recommended having printed materials translated into Spanish and several Asian languages (Chinese, Korean, and Vietnamese), Amharic, and Arabic, by a professional translator. In recent years, OHREP began printing materials regularly in Amharic (for targeted events) and Arabic, due to increased demand for these languages. While the Arabic community is often English-speaking, it is helpful for them to have materials in Arabic. Outreach to the Arabic and Amharic speaking communities in Fairfax County has grown in recent years as these populations have grown. For additional languages, OHREP often has documents translated, but they only print them upon request to reduce costs and respond on an as-needed basis. OHREP staff are often asked about Farsi translated materials, however, to-date the need for Farsi translated printed materials has not been a significant enough to warrant printing these materials except when requested.

OHREP generally does not do media buys, but they have worked with the newspaper El Tiempo Latino and found that to be an effective way of getting information out to the Latino community. OHREP has also done bus shelter advertisement for housing enforcement but found that less effective than was hoped. They also place ads on Fairfax Connector buses.

**Ms. LaTishma Walters, Region 3 Manager, Neighborhood and Community Services**

The Neighborhood and Community Services promotes the well-being of individuals, families and communities by providing a variety of recreation, educational and developmental programs and services; by facilitating community engagement to identify areas of need and enhance countywide capacity for serving those needs; and by connecting residents with a broad spectrum of county- and community-based resources and services to help them be safe, be healthy and realize their potential.

NCS Region 3 provides coordinated social services planning for the Reston and Herndon areas in north Fairfax County. NCS Region 3 has translators on staff who are fluent in several foreign languages, and they work with a variety of LEP communities in Reston and Herndon. The following language groups are present in Region 3 of Fairfax County:

- Spanish - located throughout the area, including Southgate Apartments (A 250-unit subsidized apartment complex)
- Arabic - Cedar Ridge and Island Walk communities
- Farsi - Stonegate community
- Vietnamese – West Glade Apartments
- Urdu
- Somali - West Glade Apartments
- Chinese – Herndon Senior Center, Fellowship House Hills, Pimmet Hills

In recent years, NCS Region 3 has experienced an increase in Arabic and Farsi-speaking LEP populations, and an overall increase in the size of the LEP population across all groups served.

Many of the LEP individuals in this area of Fairfax County use public transportation, principally Fairfax Connector, as their primary mode of transportation. Ms. Walters emphasized how





important it is for Fairfax Connector to maintain routes to human services centers, as well as public transportation to schools. Limiting the number of transfers, reducing travel times, and more directly linking human services agency locations (since clients often go between sites in a single day) will improve the transportation experience of LEP individuals living in this area of Fairfax County.

The Free Student Bus Pass Pilot Program, which provides free bus passes to middle school and high school students, has benefited the LEP community served by NCS Region 3 since its introduction in 2015. However, the commuter-focused, peak-period nature of Connector service does not always work well for LEP populations, as a higher proportion of LEP individuals work non-traditional schedules. Land uses in the area also constrain the ability of LEP individuals to use Fairfax Connector service, as many bus routes run on major thoroughfares, while the actual homes of LEP individuals may not be walkable from these major roadways. These constraints mean that LEP individuals may be walking long distances, carpooling, or not able to access jobs or services because of their limited transportation options.

While many of these LEP populations lack access to private vehicles, in some instances cultural issues or other considerations inhibit their use of the Connector system. Moreover, a gap in understanding how to ride Fairfax Connector continues to exist, as it is not always intuitive for many LEP persons. Travel training and materials that explain how to use the system in foreign languages would help increase ridership. Ms. Walters requested copies of the translated Fares and Policies rider guides for their office and encourages FCDOT to continue to expand multi-lingual resources and efforts to reach LEP communities.

Ms. Walters staff recommends that FCDOT build relationships with these communities through retail outreach. NCS Region 3 staff often reaches people by going door-to-door and talking with individual families, going to houses of worship, sending flyers home with school children, and reaching these populations in groups or community venues where they have a high degree of trust already established. Some of the LEP populations are wary of strangers and the government and want to stay out of government buildings. Building and maintaining trust with these communities is key to successful long-term engagement. In recent months, NCS Region 3 staff have experienced increased trepidation regarding participating in government events and programs from the area's immigrant population. Historically, NCS Region 3 has engaged LEP communities using the following strategies:

- Working with individual advocates and leaders within these communities to build trust between an institution and a LEP population.
- Face-to-face contact with LEP populations to build relationships.
- Understanding cultures is key; in some cultures (speakers of Arabic, Urdu, and Farsi) it is important to approach the family together, to reach both husband and wife and to meet with families on-site in their residential communities.
- Working with parent liaisons through Fairfax County Public Schools is also an effective way to build a relationship with LEP populations.

The following best practices for use in prompting LEP populations' participation in activities with FCDOT were provided by Ms. Walters:

- Schedule meetings and events with regard to work schedules (e.g., many people work on weekends and evenings but have time during the day).
- Be flexible with the timing of events and hold the same event at several different times of day to accommodate different work schedules.
- Provide food that is culturally sensitive (i.e., conforming with cultural dietary restrictions).
- Provide professionally translated printed material to ensure accuracy.
- Provide incentives and entertainment.
- Work with or hold events at centers that are frequented by LEP populations (in this part of the County this includes organizations such as Cornerstones and Herndon Health Works).
- Work with schools (e.g., parent liaisons, PTAs) to promote and arrange events or activities.
- Meet communities where they are instead of asking them to come to a meeting; many of the individuals in LEP communities are working multiple jobs and have limited time available.

Finally, Mrs. Walters would like their office to be made aware of any of the public outreach or future public participation opportunities to the communities that they serve.

**Evan Braff, Region 4 Manager, Neighborhood and Community Services**

NCS Region 4 covers a very large, highly suburban area in western Fairfax County (Centreville, Chantilly, Fairfax, Burke, and West Springfield). Pockets of low-income areas are distributed throughout the region, including near Centre Ridge Elementary School, Brookfield Elementary School, and London Towne Elementary School. These schools are classified as Title I schools, where more than 50% of children qualify for free or reduced-price lunches. There are several low-income subsidized multi-family housing complexes that serve many LEP persons who are also low-income and often transit-dependent, and NCS Region 4 works with many of the County and non-profit partners that manage these complexes. The specific neighborhoods, organizations, and complexes they serve or work with include:

- Meadows of Chantilly: 499 mobile homes in Chantilly whose residents are predominately Latino. NCS Region 4 operates many programs in this neighborhood, including English as Second Language classes.
- Three multifamily complexes managed by the non-profit FACETS: Robinson Square (near George Mason University), Ragan Oaks (many Urdu speaking families reside here), and Barrios Circle (Centreville).
- Chantilly Mews: 50 subsidized townhomes located in Chantilly. A computer center at the nearby Ox Hill Baptist Church serves residents of this community.

- Yorkville: A subsidized multi-family housing complex located off Draper Lane in Fairfax. Residents include speakers of Somali, Amharic and other Ethiopian languages, and immigrants from the Middle East. Many of the residents of Yorkville who speak English as a second language are fairly conversant.
- Lamb Center: A non-profit center operated by a religious institution that serves the homeless and low-income individuals living in the Fairfax area. The Lamb Center offers a computer center and other services.
- Western Fairfax Christian Ministries: A religious charity that operates a food bank and a thrift store.
- Centreville Immigration Forum: A local non-profit that assists day laborers and other immigrants with services and community integration, including providing English as a Second Language classes. They operate a day labor center on Route 29 in a shopping center.
- Korean Central Presbyterian Church: Located in Centreville, which has a concentration of recently arrived Korean immigrants and Korean American families, the church has 7,000-8,000 members, including many older, LEP persons who need transportation assistance. The younger, Korean American population are native English speakers.
- Forest Glen: This senior housing facility is located on Route 29 and has many older LEP persons.
- Northern Virginia Family Services: A non-profit that provides anti-hunger programs, housing assistance, and workforce development. Their Multicultural Center offers human services for diverse cultures with multi-ethnic and multilingual staff.

NCS Region 4 uses a “pink card” printed in the top seven languages, other than English, spoken by LEP persons in Fairfax County that provides relevant information on accessing NCS services for LEP persons. The expansion of service to weekend hours has helped LEP and low-income populations access transit every day of the week. Fairfax County has recently implemented *One Fairfax*, an initiative aimed at providing an equity lens to County services. NCS Region 4 sees ways to integrate this concept into transportation access, ensuring that LEP and low-income populations have equal and equitable access to transportation services.

The major issue in NCS Region 4, the Centreville and Chantilly areas, where Fairfax Connector is not a good option for residents in general. Most of the rides take folks into the Vienna Metrorail Station and then out again, which is very ineffective and time consuming. The NCS Region 4 constantly receives feedback from non-speaking English residents that current transportation system does not meet their needs.

#### **Pallas Washington, Regional 1 Manager, Neighborhood and Community Services**

The Fairfax County NCS Region 1 is the first-stop social services intake office for the southern part of Fairfax County, serving the U.S. Route 1 Corridor and parts of the Springfield area. The office is located in the Gerry Hyland Government Center on U.S. Route 1. The languages encountered by NCS Region 1 include:

- Spanish



- Urdu
- Twi
- Amharic
- Somali
- Arabic
- Farsi
- Korean
- Vietnamese

The majority of non-native English speakers encountered by NCS Region 1 are Spanish speakers who have a limited ability to speak English. Significant concentrations of Spanish speakers reside throughout the U.S. Route 1 corridor, mostly in the following areas: Springfield (Old Keene Mill Road), Franconia (Franconia Road), central Springfield (near Twain Middle School, Lee High School, and Springfield Mall), West Springfield (along Old Keene Mill near Lynbrook Elementary School, and Crestwood Elementary School), Hybla Valley, Sacramento, Huntington, and along Backlick Road.

A heavy concentration of West African immigrants live along U.S. Route 1 in the Gum Springs area, from Woodley Hills to South Kings Highway and to Groveton. Much of this population speaks Twi as their native language, but also are able to speak English due to learning English as children in their native countries and/or receiving higher levels of education in the United States. NCS Region 1 created a group called the *West African Collaborative* to establish stronger connections with this community. The *West African Collaborative* is comprised of local immigrant community leaders. While many West African immigrants speak English, NCS Region 1 has found that they have a greater trust of and respond better to information that is provided in Twi.

A concentration of South Asian (particularly Urdu speaking) and Middle Eastern (Arabic and Farsi speaking) immigrants reside in the Lorton area. NCS Region 1 has built a relationship with the local South Asian community and they also have collaborated with a local mosque to develop good relationships with the Middle Eastern immigrant populations in the area. Coordinated Services Planning, often the “front door” for human services in Fairfax County, provides documents in Farsi, helping to make County information available to this population. Having information available in Farsi has helped encourage participation by people in this language group, and NCS Region 1 has seen increased participation by Farsi speakers.

NCS Region 1 has found that many people in non-native English-speaking groups prefer to receive information from religious and other community leaders that they trust, rather than from Fairfax County directly. NCS Region 1 employs an Interfaith Liaison who connects faith communities with human services by providing relevant information, conducting trainings, and holding informational sessions.



With regard to public transportation services, NCS Region 1 staff have observed that the riders in South County are primarily African American native English speakers, African immigrants, and Spanish-speaking immigrants. These populations rely on Fairfax Connector and other public transportation services as their primary mode of transportation to commute to work, obtain services, and run errands. Many people visiting the Fairfax County Government Center for WIC, Social Security, Disability, and other public benefits arrive by bus. South Asian and Middle Eastern immigrants tend to travel via private vehicles, often carpooling. NCS Region 1 staff believe that more LEP persons would use Fairfax Connector services if they were more comfortable in English and understood how to ride the bus. Often these populations will not use a service unless it is explained in their language via printed materials or by a trusted leader or advocate in the community. They also recommend using universal symbols as much as possible, as there are many LEP persons who are illiterate in their own languages, particularly among older Spanish speakers.

**Ms. Devera Ross, Customer Service Manager, Herndon Division**

Ms. Ross is responsible for providing customer service to both bus riders and bus operators who are assigned to the Herndon Division. Ms. Ross handles customer complaints, lost and found requests, and refunds. She communicates with Fairfax Connector customers on a daily basis, including both English-proficient and LEP riders. In preparation for the interview, Ms. Ross reached out to bus operators assigned to the Herndon Division in order to communicate their experiences interacting with LEP riders in addition to her own experiences.

Herndon Division bus operators reported interacting with LEP riders every day in the Herndon/Reston area, specifically on Route 950, which serves Reston Town Center Transit Station, Herndon-Monroe Park & Ride Lot, and Wiehle-Reston East Metrorail Station, as well as on the five RIBS routes, all of which serve Reston Town Center and vicinity. Ms. Ross interacts with LEP customers frequently but not necessarily daily. The language that operators and customer service staff hear the most when interacting with LEP riders is Spanish, followed by languages of the Indian subcontinent (it is unclear which languages) and Arabic. When riders use the customer service department, it is because they have a specific need or question that always results in a direct interaction. Ms. Ross describes her direct interactions with LEP riders as occasional and typically because a rider travels to the division office to look for an item in Lost and Found. When this happens, Ms. Ross will reach out to another staff person on site (often a Spanish speaker) for assistance. Bus operators, on the other hand, report that their interactions with LEP riders is primarily because a rider is asking them for directions or need help navigating the system. When this happens, operators will ask other passengers on the bus for assistance. They report that these interactions occur daily.

Ms. Ross suggested that having schedules printed in other languages besides Spanish would be helpful. She reports that many complaints stem from riders not knowing how to properly read and understand a schedule. She also suggested that having automatic announcements on the bus in languages other than English would be helpful as would posting signs on the buses about fare information in common LEP languages on the bus.

Bus operators report that they see both daily LEP riders, as well as LEP riders, who only use the bus for one or two days per week. The daily riders depend on Fairfax Connector to provide vital services. While it is not possible to know where the daily LEP riders live, they tend to board along Route 950 and the RIBS routes, which are generally around Reston Town Center.

**Richard Whaley, Project Manager Fairfax Connector Stores**

**Paul Tomaszewski, Assistant Project Manager Fairfax Connector Stores**

Fairfax Connector Stores now operates six Fairfax Connector stores in Franconia-Springfield, Herndon-Monroe, Reston Town Center, Stringfellow, Tysons-Westpark, Wiehle-Reston East. We effectively serve all routes across Fairfax County. Communication with customers who have low or no English proficiency is a daily issue, primarily being fluent in Spanish with Mandarin Chinese and Korean speakers being a somewhat distant second.

These riders frequently use SmartTrip Card daily to transit to/from workplaces. While ridership tends to be most often on major routes, that is only a matter of scaling- riders with language issues tend to be found spread across all of them. Frequently, riders share a common residence that houses multiple users of mass transit with shared language proficiency. Korean speaking customers tend to cluster in the western part of the county (Centerville, often along Rt.28), while Spanish-speaking ones are more distributed evenly across the entire county or even entering from beyond to use the system (Prince William County is common, Manassas/Woodbridge notably.).

Mr. Whaley would also suggest more multilingual signage, especially near the driver's area of buses. Text translation via a (fixed in place) tablet that can handle multiple languages and in large enough font sizes for visually impaired customers may also help, but literacy is also an issue for some riders. For those riders, access to real-time translation may also be required and would be a more difficult issue to resolve. Occasionally, Fairfax Connector store staff request assistance from nearby bus operators or supervisors who speak languages other than English. Staff also call the customer service center where bilingual Spanish speaking staff are available to help with translations.

Many of the LEP individuals who are seeking information and assistance at a Fairfax Connector Store are frequent customers, indicating that they utilize public transportation services. Anecdotally, Fairfax Connector Store staff have developed some understanding of the role that public transportation plays in the lives of LEP and other non-native English speakers that use their services. Many Latino customers use Fairfax Connector to meet their daily transportation needs, including not just the commute to work, but also for transportation to shopping and other services. They believe that many of the older Asian immigrants may have access to a vehicle or a family member that can drive, but use public transportation as they may not wish to drive for certain errands (i.e., medical appointments, grocery shopping). Many of the South Asian and Middle Eastern immigrants that use the Tysons Corner Connector Store are commuters who may have access to a private vehicle.



Fairfax Connector store staff in general have extensive experience assisting LEP persons from a variety of backgrounds and Connector Store staff provided information on what types of information LEP persons are requesting when they visit Connector Stores. *Table 23* lists the languages frequently encountered at Fairfax Connector stores, as reported by Mr. Whaley per the experience of his staff.

**Table 23 Frequently Encountered Language by Fairfax Connector Stores**

Fairfax Connector Store	Language Groups
Reston	Spanish, Hindi, Urdu, Farsi, Arabic
Herndon	Spanish, Hindi, Urdu, Farsi, Arabic
Tysons	Spanish, Hindi, Urdu, Farsi, Arabic, Vietnamese, Korean, Chinese
Springfield	Spanish
Stringfellow	Spanish

In general, Fairfax Connector store staff have found that older adults (regardless of language group or country of origin) are the most likely to have a limited ability to speak English among the non-native English-speaking persons served by the store. At all Fairfax Connector stores a need exists for materials in Spanish. While the younger Spanish-speaking population is generally capable of communicating in English and understanding some English language material, the older Spanish-speaking population needs more language assistance services. At the Tysons Corner Connector Store, staff often encounter older adults who are Asian, South Asian, and Middle Eastern immigrants who cannot speak English well.

Fairfax Connector Store staff already make use of rider information available in Spanish. In addition, they believe it would be helpful to have these same materials translated and printed into languages other than Spanish, such as Hindi, Urdu, Farsi, and Arabic. Staff also believe that having better local area maps and visual aids would be useful in communicating with LEP persons. Most of the questions that are asked of Connector Store staff are how to travel to a destination, and the ability to use visual aids to answer the question would allow Fairfax Connector Store staff to communicate with LEP persons from many different language groups. The Fairfax Connector Stores currently display a large map that covers the entire county, but due to the scale of the map, it can be hard to read. Staff would prefer smaller, local area maps that are easier to read.

When asking how to travel somewhere, LEP persons sometimes will provide the name of a destination written in English by another person, provide a general area (e.g., Route 7) that they want to go, but are unable communicate the specific destination or address. Sometimes, LEP persons are looking for assistance in confirming which buses they should take. When a rider does not know where they need to go, the benefit of a trip planner is limited. Staff tends to use WMATA's Trip Planner to help customers, but this website requires an address or major destination for the trip origin and destination.

Mr. Whaley said that they do not typically see many African immigrants in Fairfax Connector Stores, and he could not speak to their language access needs. He also noted that at a few of the stores they see international tourists, and any language assistance resources provided could serve these individuals as well. In general, most customers are regulars in the stores. Many customers come into the stores to load their SmarTrip cards, where they can pay cash and the balance can be used immediately. In this sense the Connector Stores provide a key critical function in making sure the unbanked and riders who do not have access to computers or the internet have access to SmarTrip cards.

**Mr. William Thomas Bell III, Customer Service Manager, West Ox Division**

Mr. Bell manages customer service interactions with the riding public and bus operators at the West Ox Division. Like managers at other divisions, he helps bus riders with lost and found requests, customer complaints, and fare concerns. Mr. Bell and his personnel at the West Ox Division communicates regularly with LEP riders. He directly communicates with customers who require translation services approximately two to three times per month; however, bus operators report encountering riders who require language assistance daily. Operators specifically encounter LEP riders along the Franconia-Springfield, Huntington area (Route 310), Chantilly, and along Lee Jackson Highway (Route 50). Main routes for LEP individuals include Route 310, the 650 routes (including 650, 651, and 652) and Route 605. Additional routes include Route 306, the 640 series, Route 642, and Route 644. Routes that experience some, but minimal, LEP usage include the 630s, 620s, 463, and 461.

Riders interacting with the customer service department generally have a specific question or a need that must be addressed. Mr. Bell reports having interactions with LEP riders approximately two to three times per month through the customer service center. Most LEP riders use the call center rather than calling the Division office directly. When he does receive a phone call (particularly in Spanish), Mr. Bell will first ask bilingual staff on-site to provide translation assistance.

Bus operators also report an additional two to three LEP riders along West Ox routes who required help with translation. In each of those cases, the operators had been trained to refer LEP riders to the call center where they would have access to the language line. Operators also have been trained to seek language assistance from other riders on the bus.

Mr. Bell pointed out that FCDOT already has translated some rider information into Spanish (e.g., Car Cards). In his opinion, since Spanish is the primary LEP language in the West Ox Division, FCDOT is doing an excellent job at meeting the needs of the Hispanic community. Spanish is the primary language spoken by LEP individuals. Other non-English speakers include immigrants from India, Ethiopia, and the Middle East. Due to the diversity of our workforce, many of our operators can speak Spanish and occasionally other languages and are able to communicate with passengers when they need assistance. These LEP populations largely rely on public transportation to get around. Mr. Bell knows from experience and from taking customer calls and complaints from all riders that Fairfax Connector provides a vital service to all riders. People use the service for grocery shopping, work, and other daily activities. In his

opinion, riders who live in the Franconia-Springfield, Huntington, Chantilly, and Lee Jackson Highway (Route 50) Corridor have the highest LEP needs.

**Mr. Edwin Hernandez, Manager of the Fairfax Connector Telephone Information Center (TIC).**

Mr. Hernandez manages the Fairfax Connector Telephone Information Center. Mr. Hernandez assists customers who call the call center requesting bus route information such as next arrival time and trip planning. The TIC also assists customers in filling reports to be sent to Fairfax County offices such as customer complaints, concerns or lost and found reports. Mr. Hernandez and the TIC team communicate with LEP customer daily. Customers call the TIC daily requesting information from all bus divisions: Herndon/Reston, Huntington, and the West Ox division. From his perspective, no one division has more LEP customers than another as customers are calling from all the areas that Fairfax Connector Buses service. Since the TIC handles more Spanish speaking customers than other languages, the call center employs Spanish speaking representatives to assist them with their questions. Other than Spanish speaking customers, the TIC does not receive an appreciable volume of calls from customers speaking languages other than English. That said, Mr. Hernandez would recommend that Fairfax Connector consider translating bus schedules into Chinese as he is noticing that Chinese speaking customers are beginning to use the call center. The TIC's customers are mostly repeat customers whose primary mode of transportation is public transportation. The majority of LEP customers calling are daily riders asking for the next available bus at their waiting location as this is their only form of transportation.

**Ms. Tiffany Holt, Customer Service Manager, Huntington Division**

Ms. Holt manages customer service interactions with the riding public, supervisors, and bus operators at the Huntington Division. Ms. Holt assists passengers with lost and found requests, customer complaints, fare concerns, and a plethora of issues ranging from new bus stop requests, to customers suggesting entire route modifications. Ms. Holt and her colleagues at the Huntington Division communicate with LEP riders daily. She directly communicates with customers who require translation services approximately two to three times per month; however, bus operators report daily interaction with riders who require language assistance. Operators frequently encounter LEP riders along the Lorton corridor and riders leaving Lorton to travel to Tysons, and along Backlick Road traveling toward Annandale High School, specifically. The routes reported to have the most prevalent population of LEP riders are: Route 171 Richmond Highway; 101 Fort Hunt-Mt. Vernon; 109 Rose Hill; 151/159 Engleside – Mt. Vernon; 152 Groveton – Mt. Vernon; 161/162 Hybla Valley Circulator; 401/402 Backlick – Gallows Road. Customers who are unable to speak English fluently are predominantly Spanish speakers, but as the area continues to develop and the culture diversifies, African, Indian and Middle Eastern customers have also been reported as having language barriers.

When riders contact the customer service department, it generally is because they have a specific question or a need that must be addressed. Ms. Holt reports having personal interactions with LEP riders approximately two to three times per month through the customer service center. When she receives a phone call, Ms. Holt can ask bilingual staff on-site to provide translation assistance, if necessary. In circumstances where the language in question is



less common, operators have been trained to refer LEP riders to the call center where they would have access to the language line, or to ask other riders on the bus to assist with translations. These semi-frequent interactions are often not officially recorded as translation requests.

Although FCDOT has translated some rider information into Spanish, Ms. Holt would recommend that additional translations be done in Arabic, such as fare box instructions, and call card advertisements along the inside of the bus. She believes this would continue to demonstrate FCDOT's efforts in acknowledging and accepting that the growing demographic extends beyond the Hispanic community.

Bus operators serve LEP riders regularly. Through daily interaction and engagement, Ms. Holt understands the vital role that Fairfax Connector plays in the community. People use the service for grocery shopping, work, and other daily activities. In summary, riders who live in the Lorton Corridor and along Richmond Highway/Route 1 tend to have the highest LEP needs, but the demographic continues to expand as the community develops.

**Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.**

FCDOT currently provides language access resources in multiple formats, including real-time interpretation, visual aids, and translated documents. FCDOT is committed to providing adequate language assistance resources, based on identified community needs, regardless of cost. Currently, FCDOT budgets up to \$143,000 annually to accomplish the following language access strategies, including, but not limited to the following:

- Access to the Language Line for real-time interpretation
- Printing of the Spanish editions of the Fares, Policies, and General Information brochure
- Provision of professional live interpretation at community outreach events, as needed
- Translation and printing of service information flyers that notify riders of upcoming changes to Fairfax Connector service
- Advertising in local ethnic newspapers and on radio stations (as applicable) in advance of service changes, supplemented with online ads on newspaper sites and targeted Facebook ads
- Participate in or hold three pop-up events and community events or meetings a year to reach LEP populations

In addition to these resources, FCDOT staff who speak languages other than English are identified within the department as being available to provide interpretation services at public outreach events as needed. This list of staff who are available to provide interpretation services is periodically updated through a Foreign Language Resource Survey that is distributed to all full-time staff. The Title VI Notice and the Title VI Complaint Form also are available in Amharic, Arabic, Mandarin Chinese, Farsi, Hindi, Korean, Spanish, Tagalog, Urdu, and Vietnamese.

Fairfax County Procedural Memorandum 02-08 (April 30, 2004) stipulates that each department in the County must have an official Language Access Coordinator. Mr. Benjamin Atsem currently serves as FCDOT's Language Access Coordinator. Procedural Memorandum 02-08 lists the following responsibilities for the Language Access Coordinator:

1. Create a repository of resources and material related to language issues;
2. Develop a database of bilingual staff who are interested in participating in LINCUS, a program providing limited-service telephone interpretation;
3. Work with agencies to educate employees about language resources, accessibility of services and effective use of interpretation and translation services; as well as the available equipment and materials;
4. Work with agencies to ensure effective preparation and review of all translated materials, including the creation and training of Translation Verification Teams (TVTs);
5. Develop standards for translation of materials, including guidelines for documents requiring bidirectional writing formats;
6. Establish a county-wide coding system for all translated material;
7. Develop and distribute standard glossary of county agency names, titles and basic terminologies for use by translation vendors;
8. Work with DIT on the creation of a Language Access Webpage and the usability of existing technology and assist in developing process for upgrades;
9. Update agencies on any advances in software or on-line translation capabilities, as well as typing software available; and
10. Evaluate organization-wide access to LEP information, resources and equipment.

FCDOT's Language Access Coordinator is the Title VI Officer. Procedural Memo 02-08 also stipulates that agency directors are responsible for disseminating the County's Language Access Policy to all employees, and for ensuring that all employees are aware of and have access to language information and available language resources. Each agency is required to assess current LEP service practices (including bilingual direct service capacity) at all levels within the agency and identify appropriate resources (language services, personnel, equipment, training, funding and partnerships) available to support the demand. Agencies must develop protocols to include resource utilization, language vendor selection, and identification of document-types eligible for translation.

Procedural Memo 02-08 also requires that each department provide the necessary resources, within the agency's budget, to support the County's language access policy and initiatives. As additional language access strategies are deemed to be need, FCDOT will allocate budget resources to meet these needs accordingly.

FCDOT will notify LEP persons about the availability of language assistance through advertising the availability of language assistance in bus schedules and public meeting notices and ensuring that translated materials are distributed and available throughout the system.

### *Monitoring and Evaluation*

Per Fairfax County Procedural Memo 02-08, FCDOT, and all other Fairfax County agencies, are responsible for developing a year-end report measuring and monitoring results of Language Access activities. This report must be provided to the county-wide Language Access Coordinator no later than July 31<sup>st</sup> each year. These reports are required to include a list of all translated materials and costs of all language services for the fiscal year.

To ensure ongoing monitoring and evaluation of the Language Access Plan, FCDOT's Title VI Officer/Language Access Coordinator will include the following information in the annual report, in addition to the list of all translated materials and costs of all language services for the fiscal year:

- Usage of the language line, including volume of calls by language and total costs expended on the language line for transit purposes;
- Number of requests for interpretation, by event type, by language for transit-related events;
- Any input received from FCDOT staff or contractors regarding language assistance needs they encountered at transit-related events;
- Views of the Fairfax Connector webpages with translated materials and the use of Google Translate on the Fairfax Connector website; and
- Any additional language access resources provided for transit service or planning-related needs during the year due to demonstrated need or requests.

In addition to the language access strategies that FCDOT currently pursues, *Table 24* delineates a budget for the Title VI Language Access Strategies that FCDOT will implement annually for this Title VI Program:



**Table 24 Language Access Plan Strategies – Budget**

Activities	Cost (estimated per fiscal year)	Assumption
<i>Materials and Notices Translations, Interpretation</i>		
<i>Activity 1: Provide highly visual regional sector maps to bus operators/supervisors for use in the field.</i>	Completed	No Additional Costs
<i>Activity 2: Print and distribute Fares and Policies Brochure in the 10 languages identified in LAP.</i>	Translation: \$3,229 Printing: \$3,500	<i>Fares &amp; Policies Brochure (Source: FCDOT)</i> <ul style="list-style-type: none"> <li>Existing Spanish Translation: \$250</li> <li>Translation per language (non-Spanish): \$331</li> <li>Printing: \$350 per language</li> </ul>
<i>Activity 3: Post Title VI Notice and Complaint forms in Fairfax County DOT offices in the 10 languages identified in LAP</i>	Completed	No Additional Costs
<i>Activity 4: Print and post Title VI Notice bus cards in Spanish for every vehicle in the Fairfax Connector fleet</i>	Completed	No Additional Costs
<i>Activity 5: Service Information Flyers and Online Surveys: FCDOT produces about 25 flyers and 8 surveys each year that will be translated the appropriate languages for the area impacted</i>	Translation: \$20,000 Printing: \$14,000	<i>Service Information Flyer (Source: FCDOT)</i> <ul style="list-style-type: none"> <li>Translation for Spanish, Chinese, Vietnamese (In-house, FCDOT): \$25/hour</li> <li>Translation per language (Not Spanish): \$75</li> <li>Assumption: 8 surveys translated into Spanish</li> <li>Assumption: 4 surveys translated into Chinese, Korean, Amharic and Vietnamese</li> <li>Assumption: 25 flyers translated into Spanish</li> <li>Assumption: 5 flyers each in Chinese, Korean, Amharic and Vietnamese</li> <li>FCDOT Internal Formatting/Printing: \$247 per flyer/per language</li> </ul>
<i>Activity 6: FCDOT will advertise in traditional local ethnic media (radio, TV, print, as applicable) in advance of service changes (approximately four times per year), along with targeted online and social media ads.</i>	Multi-channel advertising campaigns, 4x/year - \$80,000	<i>Newspaper Print Ad, 4x/year</i> <ul style="list-style-type: none"> <li>Washington Chinese</li> <li>Washington Hispanic</li> <li>Zethiopia (Amharic)</li> <li>Korea Daily</li> <li>Doi Nay (Vietnamese)</li> </ul> <i>Newspaper Web Ad (4x/year)</i> <ul style="list-style-type: none"> <li>Washington Chinese</li> </ul> <i>Radio (15 or 30 second ad, 4x/year)</i> <ul style="list-style-type: none"> <li>El Zol (Spanish Language)</li> <li>1120 AM (Amharic)</li> </ul>

		<ul style="list-style-type: none"> <li>• 1310 AM (Korean)</li> </ul> <p>Targeted Social Media Ads (4x/year)</p> <ul style="list-style-type: none"> <li>• 5 languages</li> </ul>
Activity 7: FCDOT sets up a Language Line phone number for 10 languages identified in the LAP.	Estimate: \$5,000	<p>Language Line (Source: FCDOT, Fairfax County OHREP, <a href="http://LanguageLine.com">LanguageLine.com</a>)</p> <ul style="list-style-type: none"> <li>• Spanish is \$.90/minute, other languages \$1.10/minute. Over 200 languages included</li> <li>• Fairfax County OHREP uses Language Line; each language line call costs \$95-\$177.</li> </ul> <p>Language Line offers immediate, over the phone translation services in the following three situations:</p> <ul style="list-style-type: none"> <li>• A LEP individual visits the office in person. The office staffer calls language line. A language line representative answers the phone and connects the staffer and the LEP individual with a live interpreter for the conversation.</li> <li>• A LEP individual calls the office, indicating their native language. The office staffer calls language line to get a live interpreter for the conversation.</li> <li>• A staffer places a call to an LEP person, first calling Language Line to have a live interpreter on hand when the LEP person picks up the phone.</li> </ul>
Activity 10: Language Assistance Tear Sheets on Buses (10 languages)	Completed	No Additional Costs
<b>Training and Events</b>		
Activity 1: Pop-Up Events and Community Meetings	8 Events/Year Staffing: \$12,000	<ul style="list-style-type: none"> <li>• Staffing - \$1,200 per event for four contracted event staff (3 hours including set-up and break down)</li> <li>• Staff Planning Time: 30 hours, 4 hours per event per staff member</li> </ul>
Activity 3: Title VI FCDOT Staff Training	Title VI Officer	All current staff have received Title VI training. The Title VI Officer will be responsible for ensuring all new FCDOT staff are trained via the new online training module.
<b>Monitoring and Evaluation</b>		
Activity 1: Monthly Data Collection	Title VI Officer	The Title VI Officer will be responsible for all relevant data collection activities for the LAP.
Activity 2: Annual Data Collection	Title VI Officer	The Title VI Officer will be responsible for all relevant data collection activities for the LAP.
Activity 3: Annual LAP Report, Updates to Language Access Plan	Title VI Officer	The Title VI Officer will be responsible for compiling the annual LAP report and incorporating updates to the language access

Contingency	\$5,113	plan. The contingency will cover any additional costs incurred over the fiscal year that were not encompassed in this estimate.
<i>Total Estimated Annual Cost</i>		<i>\$142,842</i>

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## CHAPTER 3: SERVICE STANDARDS AND POLICIES

FCDOT has developed transit service standards and policies to guide the equitable provision of service and amenities in Fairfax County.

### 3.1 Transit Service Standards

The following service standards will be used for FCDOT's Title VI service monitoring. The agency will use these metrics to evaluate routes and adjust service based on performance.

#### Vehicle Load

Vehicle load is the level of passenger crowding that is acceptable for a safe and comfortable ride. Vehicle load is expressed as a ratio of the number of passengers on the vehicle to the number of seats on the vehicle averaged over the peak one-hour in the peak direction. FCDOT uses different vehicle load factors for its commuter and local services. The standard for commuter services is 1.00, representing one passenger per seat, because these services often operate on limited-access highways which would pose a safety hazard for standees. The load factor for local services is 1.25, as these services generally do not operate on limited-access highways and standees do not pose the same safety hazard. *Table 25* identifies the capacity and load factor for each type service FCDOT offers.

**Table 25 Maximum Acceptable Vehicle Loads**

Service Type	Maximum Load Factor
Commuter Services	1.00
Local Services	1.25

#### Vehicle Headway

Vehicle headway, or frequency, represents the amount of time between two vehicles traveling in the same direction on a given route. *Table 26* summarizes the minimum frequency for each type of route. Vehicle headway standards are developed through FCDOT's Transit Development Plan, which is updated every five years.

**Table 26 Minimum Acceptable Vehicle Headways**

Type of Route	Minimum Peak Period Frequency	Minimum Off-Peak Frequency
<b>Full-Day Routes</b>		
Weekday	30 min	30 min (60 min after 9:00 PM)
Saturday	30 min (base <sup>15</sup> )	60 min (fringe <sup>16</sup> )
Sunday	60 min	60 min
<b>Weekday Peak-Only Routes</b>		
Morning	20 min (peak of the peak)	30 min (fringe of the peak)
Afternoon	20 min (peak of the peak)	30 min (fringe of the peak)

<sup>15</sup> Saturday base is defined as 9:00 AM to 5:00 PM.

<sup>16</sup> Saturday fringe is defined as after 5:00 PM.



### On-Time Performance

FCDOT requires its operating contractor to maintain a minimum standard of “on-time bus trips” for each route of at least 85 percent. “On-time” is defined as between one and six minutes late leaving scheduled time points as established in the bus route schedule to include the starting point of any scheduled trip; trips shall not leave any scheduled time point ahead of schedule.

### Service Availability

Service availability is a measure of coverage, indicating how many residents in a service area have access to fixed-route transit. FCDOT sets a standard whereby 50 percent of the County’s population should have access, measured as population within a quarter-mile of a Fairfax Connector bus route.

## 3.2 Transit Service Policies

### Transit Amenities

Transit amenities refer to items of comfort, convenience, and safety that are available to customers. FCDOT has an established process for determining site selection for amenities, outlined in the *Fairfax County Bus Stop Guidelines* document. The County uses the standard operating procedures and policies outlined in this guide to ensure transit amenities are equitably distributed. The policies established in these guidelines include the following:

- *Bus shelters:* A bus shelter and pad may be installed at stops with an average of 50 or more boardings per day, at a transit center or park-and-ride-lot owned by Fairfax County, or if the stop is at a major activity center.
- *Benches:* Benches with pads may be installed if the stop is located at a transit center or park-and-ride lot or if the stop is a major activity center, generating 25 or more passenger boardings per day, or at stops located near significant populations of seniors, the disabled, students, or other special uses (e.g., tourist attractions).
- *Provision of information:*
  - Bus stop signs are installed at all locations with two variations: local and regional (for stops jointly served by WMATA’s Metrobus) designs. Each bus stop has a unique bus stop ID that can be used for the Bus Tracker real time arrival and route information available via phone and internet applications.
  - Bus route Rider Information Guides (2 to 4-sided mounted display units) which contain schedule and individual system maps are installed at all transit stations (bus/rail) and park-and-ride lots where Fairfax Connector bus service operates and have designed service bays.
  - Bus System Maps are installed in bus shelters at transit stations (bus/rail) that are primarily served by Fairfax Connector routes only and park-and-ride lots where Fairfax Connector bus service operates and have designated service bays.
- *Escalators and elevators:* FCDOT generally does not provide or maintain escalators or elevators at any bus stops, except for the ones at Wiehle Reston East Metrorail Station and Herndon Monroe and Burke Centre garages.



- **Waste receptacles:** Waste receptacles are installed at all stops where there is a demonstrated issue with littering.

### Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are assigned to routes for revenue service. Fairfax Connector's vehicles are assigned to three bus divisions: Herndon, West Ox, and Huntington. However, individual buses are generally not assigned to individual routes. Buses are deployed to individual routes based on fleet availability on the day of service, size of the bus, the capacity needed on the routes served, and the route's roadway characteristics (i.e., buses that travel in residential neighborhoods with narrow streets must be smaller). Fairfax Connector does track the individual buses used on routes via its intelligent transportation systems (ITS) capabilities.

Buses are replaced at the end of their useful life in accordance with Fairfax Connector's fleet replacement plan. The Fairfax Connector has a comprehensive preventive maintenance and component replacement program which ensures a high level of vehicle reliability. The oldest vehicles in the Fairfax Connector fleet date to 2007, while the average age of the fleet is 9.4 years. All vehicles in the Fairfax Connector fleet are low-floor, which is consistent with Fairfax Connector's policy is to purchase only low-floor vehicles. *Table 27* is the Fairfax Connector Fleet Profile.

**Table 27 Fairfax Connector Fleet Profile**

Make	Size	Number	Year	Age
New Flyer	35 feet	16	2007	13
New Flyer	40 feet	52	2007	13
Orion VII	30 feet	26	2008	12
New Flyer	40 feet	45	2009	11
New Flyer	40 feet	31	2011	9
New Flyer	40 feet	37	2011	9
New Flyer	35 feet	15	2012	8
New Flyer	40 feet	20	2012	8
New Flyer	40 feet	19	2013	7
New Flyer	35 feet	17	2014	6
New Flyer	35 feet	12	2015	5
New Flyer	40 feet	5	2015	5
New Flyer	35 foot	14	2018	2
New Flyer	40 foot	4	2019	1

### 3.3 Transit Service Monitoring

This section evaluates the performance of Fairfax Connector per the service standards and policies set forth in Fairfax County's Title VI Program to ensure both transit service and transit amenities are equitably distributed across the service area, regardless of whether a route primarily serves minority or non-minority populations. The FTA defines a minority bus route as one where one third or more of the route's revenue miles fall within a minority Census block





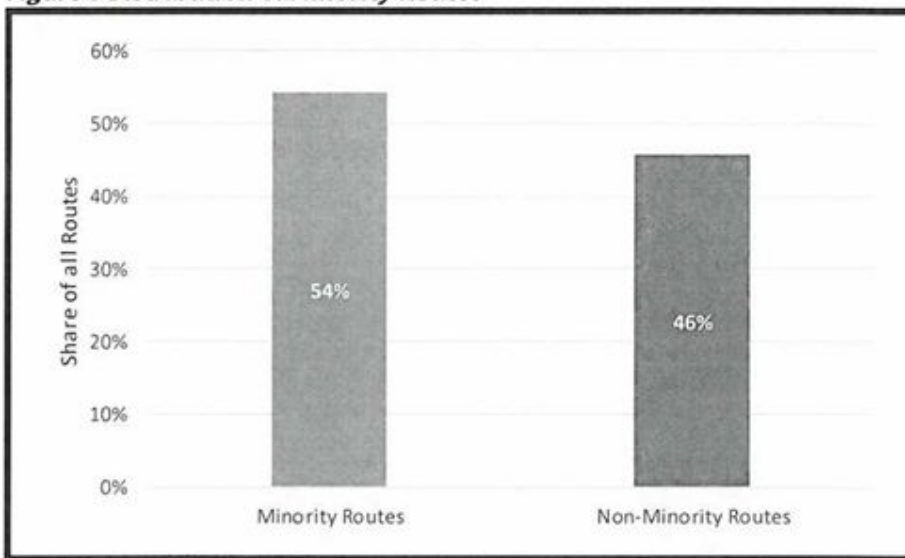
group. A minority Census block group is defined as one in which the percentage minority population exceeds the percentage minority population in the service area. The minority population comprises 48.7 percent of the total population Fairfax County;<sup>17</sup> therefore any Census block group in which the minority population comprises 48.7 percent of the population or higher is considered to be a minority Census block group.

#### Application of Minority Bus Route Definition

An initial GIS analysis identified minority routes by the percentage of each route's revenue length that intersect minority Census block groups. This definition of minority routes was applied to all routes except those that run along a highway or have limited stops to the route destination. For commuter routes and express routes, due to the fact that they often run long distances and sometimes on limited access highways where boarding/alighting does not occur, a slightly modified methodology was required. The number of bus stops in minority block groups and in non-minority block groups was counted, and the route was designated as minority or non-minority classification based on whichever type of block group had the greater number of stops. If a route had an equal number of minority and non-minority stops, the route was designated as a minority route to be conservative.

Of Fairfax Connector's 92 routes, 50 routes (54 percent) are considered minority routes and 42 routes (46 percent) are considered non-minority. The final classification distribution is depicted in *Figure 6*.

**Figure 6 Distribution of Minority Routes**



<sup>17</sup> United States Census Bureau's 2015 2014-2018 American Community Survey (ACS) Five-Year Estimates



### 3.4 Major Service Change, Disparate Impact, and Disproportionate Burden Policies

In accordance with the requirements of Federal Transit Administration (FTA) Circular 4702.1B, Title VI Requirements for Federal Transit Administration Recipients, the Fairfax County Department of Transportation (FCDOT) must establish policies and thresholds for what constitutes a Major Service Change, Disparate Impact, and Disproportionate Burden for use in future service equity and fare equity analyses. The Board of Supervisors approved these policies and their accompanying thresholds on September 15, 2020. According to the Circular, the County must revisit these policies every three years and make revisions as necessary. While a new analysis was completed to ensure these thresholds continue to meet FTA guidelines, the proposed policies and thresholds for FY 2021-2023 are unchanged.

The use of these policies to evaluate proposed service and fare changes prior to implementation is designed to determine whether those changes will have a discriminatory impact based on race, color, or national origin.

A major service change is a numerical threshold in change of service that determines when changes are large enough in scale for the individual transit system to require a subsequent service equity analysis.

FTA C 4702.1B defines disparate impact and disproportionate burden as follows:

“The transit provider shall develop a policy for measuring **disparate impacts**. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by minority populations. The disparate impact threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by minority populations compared to impacts borne by non-minority populations. The disparate impact threshold must be applied uniformly, regardless of mode, and cannot be altered until the next Title VI Program submission.” (FTA C 4702.1B, Chap. IV-13)

“The transit provider shall develop a policy for measuring **disproportionate burdens** on low-income populations. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by low-income populations. The disproportionate burden threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by low-income populations as compared to impacts borne by non-low-income populations. The disproportionate burden threshold must be applied uniformly, regardless of mode.” (FTA C 4702.1B, Chap. IV-17).

FTA C 4702.1B requires that if a disparate impact on minority communities is found, Fairfax County must determine ways to avoid, minimize, or mitigate the impact. Fairfax County can



only implement a proposed change that results in a disparate impact, if substantial legitimate justification exists, and there are no alternatives meeting the same legitimate objectives. FCDOT is committed to adequately addressing any adverse impacts that result in a disproportionate burden to low-income communities.

#### **Title VI Policies**

FCDOT's current major service change, disparate impact, and disproportionate burden policies for Fairfax Connector FY 2021-2023 are as follows:

##### *Major Service Change (MSC)*

A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

FCDOT Major Service Change Policy Key Definitions:

- *Daily Revenue Service Hours:* The number of hours a bus operates while carrying paying passengers.
- *Revenue Service Miles:* The number of miles a bus operates while carrying paying passengers.

##### *Disparate Impact (DI)*

A disparate impact occurs when the difference between minority riders and non-minority riders affected by a proposed service change or fare change is 10 percent or greater.

##### *Disproportionate Burden (DB)*

A disproportionate burden occurs when the difference between low-income riders and non-low-income riders affected by a proposed service change or fare change is 10 percent or greater.

The Disproportionate Burden and Disparate Impact thresholds were evaluated by examining Service Equity Analyses performed since the approval of the previous Title VI Program, as described in the Service Equity Analyses section of this report. After this review and public input, it was decided that there was no need to change the thresholds. These policies establish a threshold for determining when adverse effects of service changes or fare changes are disparate or disproportionate. FTA's Title VI Circular 4702.1B requires FCDOT to prepare and submit service and fare equity analysis for major service changes and all fare changes prior to implementing service and/or fare changes. Every Major Service Change requires a Service Equity Analysis. Changes can have a Disparate Impact (DI) on minority riders. Changes can have a Disproportionate Burden (DB) on low-income riders.

The analyses are to determine whether the planned changes will have a disparate impact on the basis of race, color, or national origin, or if low-income populations will bear a disproportionate burden of the changes. DI/DB Policies help determine when a Major Service Change creates these inequities.



## Major Service Change, Disparate Impact, and Disproportionate Burden Policy Development

To develop the new major service change, disparate impact, and disproportionate burden policies and thresholds, FCDOT first reviewed the policies and thresholds established in 2017 and the methodology used in their establishment. Staff also employed a variety of informational items and data, including:

- Census data analysis on the demographic and socio-economic composition of the population living within a quarter mile of a Fairfax Connector route, which is the distance recommended by FTA.
- Ridership survey data collected in 2019.
- Policies in place at peer transit agencies in the Washington, D.C. metropolitan area and across the United States.

Data availability and ease of application to determine when a major service change is proposed is important for creating these policies and thresholds, as transparency is critical for the public input process required in their development.

To estimate future service needs, FCDOT conducts periodic surveys of passengers. In 2019, FCDOT contracted with WBA Research and Cambridge Systematics to conduct the Fairfax Connector Origin & Destination Study among Fairfax Connector customers. Surveys were conducted on a sampling of 25 percent of trips representing one weekday, one Saturday, and one Sunday of travel.

The purpose of the 2019 On-Board Survey was three-fold:

- Collect information on the demographic characteristics and travel patterns of Fairfax Connector riders to comply with FTA Title VI reporting requirements and guidelines;
- Obtain information on Fairfax Connector passenger behavioral tendencies and preferences (e.g., fare payment methods, information sources used for travel decisions, etc.) to inform Fairfax Connector's efforts to increase ridership and improve the customer experience; and
- Obtain origin & destination information for future planning purposes.

FTA requires that the major service change policy address both service reductions and service increases for all fixed modes of service. Like FCDOT's current policy, the proposed major service change policy therefore considers the availability of daily revenue service miles and hours. Revenue service hours and revenue service miles were both included in the major service change policy, due to the different types of service offered by the Fairfax Connector; some Fairfax Connector routes run for short periods of time over long distances, while other routes run for many hours in revenue service, but operate over a small geographic area. Ultimately, FCDOT's Service Equity Analysis of the past three years and public input re-confirmed that the current policy of 25 percent in either revenue service reductions or





increases as the threshold for constituting a major service change. The 25 percent threshold triggered nine Major Service Change designations, six of which were entirely new routes. The remaining three service changes were also generally well above the established threshold. Route modifications below the 25 percent threshold impacted very few riders and did not cause significant negative public reactions. Public input for the proposed Major Service Change policy also corroborated this policy.

The disproportionate burden and disparate impact thresholds were evaluated by examining service equity analyses performed since the approval of the previous Title VI Program (for a full discussion of these analyses, see Major Service Changes Implemented from FY 2018 to FY 2020 section below). The minority and low-income percentages of the population living within a quarter mile of routes affected by major service changes were compared with the minority and low-income percentages of the population living within the entire Fairfax Connector survey area. The Service Equity Analysis showed that a 10 percent threshold for both disproportionate burden and disparate impact would again meet the goal of FTA Title VI Circular 4702.1B, in that it is not so low as to always identify an impact, nor so high as to never identify an impact. Public input generally agreed with the proposed 10 percent threshold for non-adverse changes, but they were less confident in the same proposed threshold for adverse changes.

#### **Major Service Change, Disparate Impact, and Disproportionate Burden Public Comment**

A public comment period on the proposed major service change, disparate impact, and disproportionate burden policies was held from June 29, 2020, to July 31, 2020. *Figure 7* shows FCDOT's press release initiating the public comment period. Members of the public were offered several different options for providing comment, including:

- An online survey;
- Virtual focus groups for representatives of community organizations serving minority and low-income populations; and
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining the Major Service Change and Disparate Impact/Disproportionate Burden policies.

The online presentation, also used for focus group presentations can be found in *Appendix C*. A summary of the public responses collected by FCDOT during the comment period are contained in *Appendix D*.



**Figure 7: Fairfax County Department of Transportation Requests Feedback on Proposed Update to Title VI Policies**

<p style="text-align: center;"><u>Fairfax County Department of Transportation Requests Feedback on Proposed Update to Title VI Policies</u></p> <p><b>eRelease</b> June 29, 2020</p> <p>Fairfax County Department of Transportation (FCDOT) invites you to provide feedback on the <u>proposed update of its Title VI program</u>. Title VI policies ensure equitable distribution of transit service changes and as part of the update process the public is encouraged to give input on:</p> <ul style="list-style-type: none"><li>• <b>Proposed Major Service Changes</b> – Service changes that are significant enough to require special analysis that ensure the proposed changes will not have discriminatory effects on minority or low-income areas</li><li>• <b>Disparate Impacts</b> – Service changes that have discriminatory effects on minority areas</li><li>• <b>Disproportionate Burdens</b> – Service changes that have discriminatory effects on low income areas.</li></ul> <p><b>Disparate Impacts and Disproportionate Burdens</b> are determined by comparing minority and low-income percentages of the population with non-minority and non-low-income percentages of the population affected by the proposed changes in Fairfax County.</p> <ul style="list-style-type: none"><li>• <u><a href="#">View video presentation of the proposed changes.</a></u></li></ul> <p><b>Proposed Major Service Change Policy</b> A major service change is a numerical threshold in change of service that determines when changes are large enough in scale to require the individual transit system to perform a service equity analysis.</p> <p><b>FCDOT's proposed Major Service Change Policy is as follows:</b> <i>A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.</i></p> <p><b>Major Service Change Key Definitions:</b></p> <ul style="list-style-type: none"><li>• <b>Daily Revenue Service Hours:</b> Number of hours bus operates while carrying paying passengers.</li><li>• <b>Revenue Service Miles:</b> Number of miles a bus operates while carrying paying passengers.</li></ul> <p><b>Proposed Disparate Impact/Disproportionate Burden Policy</b> A Disparate Impact/Disproportionate Burden policy defines a numerical threshold that determines when a "major service change" impacts minority riders or burdens low-income riders at a rate greater than non-minority or non-low-income riders.</p> <p><b>FCDOT's proposed Disparate Impact is as follows:</b> <i>A disparate impact occurs when the difference between minority riders and non-minority riders affected by a proposed service change or fare change is 10 percent or greater.</i></p>
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**FCDOT's proposed Disproportionate Policy is as follows:** *A disproportionate burden occurs when the difference between low-income riders and non-low-income riders affected by a proposed service change or fare change is 10 percent or greater.*

**Ways to Provide Feedback Through July 31, 2020.**

We invite you to share your thoughts on these important policies through July 31, 2020. You can provide feedback by:

1. Taking a brief survey available in the languages below:
  - a. English
  - b. Amharic
  - c. Arabic
  - d. Chinese
  - e. Farsi
  - f. Hindi
  - g. Korean
  - h. Spanish
  - i. Tagalog
  - j. Urdu
  - k. Vietnamese
2. Emailing your comments to [dotinfo@fairfaxcounty.gov](mailto:dotinfo@fairfaxcounty.gov)
3. Calling 703-877-5600, TTY 711
4. Mailing your comments to: Fairfax County Department of Transportation, Attention: Title VI Plan Update/B. Atsem, 4050 Legato Road, Suite 400, Fairfax, VA 22033-2895

If you have additional questions or would like material in another language, please contact FCDOT at 703-877-5600, TTY 711.

**Fairfax County Transportation News and Information**

Sign-up for alerts at <http://www.fairfaxcounty.gov/alerts>

Follow FCDOT on Facebook or visit <http://www.fairfaxcounty.gov/transportation/news>  
Fairfax Connector on Twitter or Facebook or visit <http://www.fairfaxcounty.gov/connector/news>

**Media Relations**

Robin P. Geiger, Head of Communications, Fairfax County Department of Transportation,  
via e-mail

Call 703-877-5602, TTY 711 (direct); 703-826-6457, TTY 711 (cell); 703-268-8953, TTY 711 (after hours)

**Accessibility**

Fairfax County Department of Transportation (FCDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA). If you need this information in an alternate format or would like to request reasonable accommodations for persons with disabilities or limited



English proficiency for events, contact FCDOT at 703-877-5600, TTY 711. Requests for assistance must be received at least 7 business days in advance of an event.

### Online Survey

To solicit feedback on the proposed policies, FCDOT offered an online survey in 11 different languages, including English, Spanish, Korean, Amharic, Vietnamese, Tagalog, Chinese, Farsi, Hindi, Urdu, and Arabic. The survey was identical in each language. Using examples to make the concepts more accessible, the survey described FCDOT's current major service change, disparate impact, and disproportionate burden policies and asked survey takers to provide their opinions about them through multiple-choice questions. Survey takers were also provided the opportunity to provide open ended comments about the policies. *Figure 8* provides a screen shot of FCDOT's online survey page. The survey questions are included in *Appendix E*.



**Figure 8: Fairfax County Notice of Public Comment Period for Major Service Change, Disparate Impact, and Disproportionate Burden Policies**

**Fairfax Connector**

CONTACT INFORMATION: Our call center is open 8AM-10PM M-F, 7AM-9PM Sat-Sun  
 703.339.7200  
 TTY 703.339.7200  
 fairfaxconnector@fairfaxcounty.gov  
 4050 Legato Road, Suite 400, Fairfax, VA 22033  
 Dwayne Pilleary, Chief

**DEPARTMENT RESOURCES**

- Fairfax Connector Homepage
- Contact Us
- Frequently Asked Questions (FAQ)
- BusTracker
- Service Advisories
- Fairfax Connector Operating Status
- Fairfax and Politics

**Title VI Policy 2020 Update**

FCDOT is updating its Title VI program and needs your feedback. FCDOT's Title VI policies dictate how we measure equitable distribution of transit service changes. As part of the update process, we are seeking feedback on the proposed Major Service Change and Disparate Impact/Disproportionate Burden policies.

- Major Service Changes** are changes that are significant enough to require special analysis that ensure that the proposed changes will not have discriminatory effects on minority or low-income areas.
- Disparate Impact** describes a service change that has discriminatory effects on minority areas.
- Disproportionate Burden** describes a service change that has discriminatory effects on low-income areas.

**Provide Feedback Through July XX, 2020**

We invite you to share your thoughts on these important policies through July x, 2020. You can provide feedback by:

1. **Taking a brief survey**

Title VI Notices	Title VI Complaints and Instructions	Survey
English	English	<a href="https://www.surveymonkey.com/s/5650557/FCDOT-English">https://www.surveymonkey.com/s/5650557/FCDOT-English</a>
Amharic አማርኛ	Amharic አማርኛ	<a href="https://www.surveymonkey.com/s/5681536/FCDOT-Amharic">https://www.surveymonkey.com/s/5681536/FCDOT-Amharic</a>
Arabic عربي	Arabic عربي	<a href="https://www.surveymonkey.com/s/5677357/FCDOT-Arabic">https://www.surveymonkey.com/s/5677357/FCDOT-Arabic</a>
Chinese 普通话	Chinese 普通话	<a href="https://www.surveymonkey.com/s/5681918/FCDOT-Chinese">https://www.surveymonkey.com/s/5681918/FCDOT-Chinese</a>
Farsi فارسی	Farsi فارسی	<a href="https://www.surveymonkey.com/s/5681856/FCDOT-Farsi">https://www.surveymonkey.com/s/5681856/FCDOT-Farsi</a>
Hindi हिन्दी	Hindi हिन्दी	<a href="https://www.surveymonkey.com/s/5681482/FCDOT-Hindi">https://www.surveymonkey.com/s/5681482/FCDOT-Hindi</a>
Korean 한국어	Korean 한국어	<a href="https://www.surveymonkey.com/s/5682214/FCDOT-Korean">https://www.surveymonkey.com/s/5682214/FCDOT-Korean</a>

**Department of Transportation**

- Benefits Plus\$50
- Guaranteed Ride Home
- Metrobus/Metrorail
- WMATA Trip Planner
- Fairfax CUE
- Fastran
- Arlington Transit (ART)
- Loudoun County Transit
- Virginia Railway Express (VRE)
- Amtrak
- PRTC
- Capital Bikeshare

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DEPARTMENT

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Korean 한국어	Korean 한국어	<a href="https://www.surveymoz.com/s/5682214/FCDOT-Korean">https://www.surveymoz.com/s/5682214/FCDOT-Korean</a>
Spanish Español	Spanish Español	<a href="https://www.surveymoz.com/s/5682156/FCDOT-Spanish">https://www.surveymoz.com/s/5682156/FCDOT-Spanish</a>
Tagalog	Tagalog	<a href="https://www.surveymoz.com/s/5682273/FCDOT-Tagalog">https://www.surveymoz.com/s/5682273/FCDOT-Tagalog</a>
Urdu اردو	Urdu اردو	<a href="https://www.surveymoz.com/s/5681441/FCDOT-Urdu">https://www.surveymoz.com/s/5681441/FCDOT-Urdu</a>
Vietnamese Tiếng Việt	Vietnamese Tiếng Việt	<a href="https://www.surveymoz.com/s/5682319/FCDOT-Vietnamese">https://www.surveymoz.com/s/5682319/FCDOT-Vietnamese</a>

2. Emailing your comments to [dotinfo@fairfaxcounty.gov](mailto:dotinfo@fairfaxcounty.gov)
3. Calling 703-877-5600, TTY 711.
4. Mailing your comments to:

Fairfax County Department of Transportation  
Attention: Title VI Plan Update/B. Atsem  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895

If you have additional questions or would like material in another language, please contact FCDOT at 703-877-5600, TTY 711.

A total of 111 responses to the online survey were received. Respondents were generally satisfied with the county's major service change definition, with 86 percent agreeing with the 25 percent threshold for revenue hours and 78 percent agreeing with the 25 percent threshold for revenue miles. Comments on the major service change policies encouraged the County to focus on the needs of low-income, disabled, and other vulnerable populations when making decisions on what routes to change. In addition, commenters encouraged the County to take into account not just the total hours and miles, but also the ridership, areas served, and times of day served, as they are impacted by service changes; and asked the County to give riders adequate notice and enough information about service changes when they do occur.

Survey respondents expressed mixed opinions about FCDOT's 10 percent threshold for disparate impacts and disproportionate burdens. Respondents were asked to evaluate both adverse and non-adverse changes for both disparate impact and disproportionate burden thresholds, based on existing populations of minorities and low-income individuals in Fairfax County. Respondents were generally in favor of the 10 percent thresholds for non-adverse changes for both disparate impacts and disproportionate burdens (42 and 46 percent agreed with these thresholds, respectively). However, respondents generally disagreed with the 10 percent thresholds for adverse changes for both disparate impacts and disproportionate burdens (49 and 48 percent disagreed with these thresholds, respectively). Comments directly addressing these policies stated that the thresholds should be tighter: some respondents suggested that thresholds should be lowered (suggestions for this included five and 7.5

percent), while others went so far as to say that it would be impossible for any reduction in service to be done equitably. Commenters also emphasized the importance of making sure that low-income residents, people with disabilities, and minority residents are at the table when decisions are made so that service can be truly equitable. To see all the online survey results, see *Appendix E*.

### Focus Groups

FCDOT, with the assistance of the Fairfax County Office of Human Rights and Equity Programs (OHREP), organized four focus groups for community-based organizations to solicit feedback directly from community stakeholders serving minority, low-income, and limited English proficient populations. FCDOT invited approximately 120 organizations to the focus group meetings. Representatives from four of the organizations participated in the meetings.

Due to COVID-19 pandemic and the social gathering restrictions in place at the time of public comment, all four focus groups were held virtually over Zoom video conferencing platform. Participants signed up for available focus group meeting dates through Sign-up Genius.

Each focus group included a 45-minute presentation that provided an overview of FCDOT's Title VI Program development process and explained the proposed disparate impact and disproportionate burden and major service change policies and how they would be applied. At key intervals during the presentation, the moderator paused to allow for discussion and comment.

**Table 28: Title VI Focus Group Locations**

Date and Time	Location	Public Meeting Attendees
Monday, July 13, 2020; 7:00 PM - 8:00 PM	Zoom Web Conference	One attendee (Dulles Regional Chamber of Commerce)
Wednesday, July 15, 2020; 12:00 PM - 1:00 PM	Zoom Web Conference	One attendee (Lorton Community Action Center)
Thursday, July 16, 2020; 12:00 PM - 1:00 PM	Zoom Web Conference	One attendee (Irving Middle School)
Thursday, July 30, 2020; 3:00 PM - 4:00 PM	Zoom Web Conference	One attendee (Hispanic Chamber of Commerce)

### Focus Group Feedback Summary

While just four organizations participated in the focus groups, those that did participate provided substantive feedback regarding Fairfax Connector services. The participants also gained an understanding of how FCDOT developed and will apply the major service change, disparate impact, and disproportionate burden policies. Participants asked clarifying questions about the policies and agreed with the thresholds recommended by FCDOT for major service change, disparate impact, and disproportionate burden policies.



All of the participants noted the importance of partnering and having effective communication between FCDOT and their community members. Suggestions included:

- Having FCDOT provide information in multiple languages about services offered and service changes to riders at bus stops and other places in the community;
- FCDOT participating in activities with the Chamber of Commerce; and
- FCDOT partnering with the county school system to advertise bus services available to students and parents.

Participants also noted specific topics of concern for providing service to minority and low-income residents, including: ensuring that restructuring the bus routes in response to Phase II of the Silver Line opening will not just prioritize commuters traveling to the District of Columbia over lower-wage workers traveling to jobs along the Dulles Toll Road corridor; Lorton area riders lacking fast and frequent options for traveling to Springfield and Richmond Highway; and, student travel to school and parent travel to work via transit during the COVID-19 pandemic and the difficulties in providing enough capacity to allow for social distancing. To view all focus group responses, see *Appendix D*.

#### *Public Comments Received via Email or US Postal Service*

FCDOT received comments electronically via the online survey but did not receive any comments via email. FCDOT did not receive any comments via the US Postal Service.

#### *Overall Responses Received*

Due to COVID-19, FTA granted all public transportation agencies in the United States a two-month extension on completing Title VI Program updates, which would ordinarily be due to FTA by August 1, 2020. FTA recognized that many agencies, like FCDOT, would not be able to do traditional face-to-face public outreach to complete the Major Service Change, Disparate Impact, Disproportionate Burden policies, which are a critical element of the Title VI Program requirement. Agencies were permitted to take the additional time to develop and implement their own electronic outreach strategies. FCDOT developed a strategy that included a web page with a pre-recorded presentation detailing the proposed policies, an online survey, and a series of focus group presentations. The public was guided to the website through an intensive social media outreach strategy that utilized multiple platforms. Historically, FCDOT has only provided a static, text-only web page and in-person focus groups to develop these policies.

For the previous three-year period, FCDOT had four individuals participate in the in-person focus group meetings. The results were the same for this year's renewal, although the sessions were all done virtually. FCDOT only received two written comments via email for the previous period.

For this renewal effort, FCDOT had 111 respondents to the online survey, in addition to the four focus group participants. This represents a very significant increase in the total amount of feedback that was received. Going forward, FCDOT will continue to use a similar social media

and electronic media outreach strategy to develop similar policies. However, FCDOT also anticipates incorporating more traditional, face-to-face communications once it is safe to do so.

### **3.5 Major Service Changes Implemented from FY 2018 to FY 2020**

#### **Summary of Analysis Results**

The service changes proposed for implementation since the approval of Fairfax County's previous Title VI program in 2017 were reviewed as mandated by the Federal Transit Administration (FTA) in Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. Nine routes experienced a major service change in this time period. Of these changes, six involved the creation of a new route, while the remaining three involved extending the area served by, or making service more frequent on, existing routes. These service changes are described in *Table 29*.

**Table 29: List of Major Service Changes, September 2017 to May 2020**

Date of Change	Route	Proposed Service Changes	Percent Changes in Revenue Hours	Percent Changes in Revenue Miles
			Weekday	Weekday
<b>September 2017</b>	<b>321</b>	Increase span of service and frequencies; modify alignment	53%	48%
<b>September 2017</b>	<b>322</b>	Increase span of service and frequencies; modify alignment	51%	65%
<b>September 2017</b>	<b>323</b>	Restructure service as Route 340 and 341; extend service to Boston Boulevard; modify alignment	N/A	33%
<b>December 2017</b>	<b>699</b>	Create new route	100%	100%
<b>January 2019</b>	<b>698</b>	Create new route	100%	100%
<b>March 2019</b>	<b>308</b>	Create new route	100%	100%
<b>March 2019</b>	<b>467</b>	Create new route	100%	100%
<b>January 2020</b>	<b>396</b>	Create new route	100%	100%
<b>May 2020</b>	<b>697</b>	Create new route	100%	100%

*Table 30* and *Table 31* below show the disparate impact and disproportionate burden analyses, respectively, using the 10 percent threshold that the Board of Supervisors set in the County's 2017 Title VI Program. Note that since all of the major service changes within the past three years involved adding service, a finding of disparate impact or disproportionate burden requires that the minority or low-income populations in the route's service area be a smaller percentage (the service area average minus 10 percent) of the route's service area population than for the entire Fairfax Connector service area.

The results in *Table 30* and *Table 31* demonstrate that none of the major service changes implemented by FCDOT in the past three years constitute a disparate impact or disproportionate burden. Importantly, the service areas around most of these routes with additions to service contain minority and low-income populations in proportions similar to those found in the entire Fairfax Connector service area. This means that if FCDOT were to adjust the 10 percent threshold to be lower, this would not cause substantially more findings of disparate impact or disproportionate burden. For instance, halving the threshold, from 10 percent to five percent, would generate only one additional finding of disparate impact (the March 2019 change to Route 467) and no additional findings of disproportionate burden. While FCDOT could reduce its thresholds to zero percent to produce more findings of disparate impact and disproportionate burden (three and five findings, respectively), this would be out of touch with regional peer agencies, which have generally set thresholds between five percent and 15 percent.

**Table 30: Summary of Corrected FCDOT Service Equity Analyses: Disparate Impact**

Date of SEA	Routes Affected	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent (A)	Service Area Minority Population Percent (B)	Difference (B - A)	Threshold	Threshold Exceeded?
September 2017	321 / 322	36,156	20,653	57%	47%	-9.7%	10%	No
September 2017	323	11,490	5,446	47%	47%	0.0%	10%	No
December 2017	699	177,294	80,504	45%	47%	2.0%	10%	No
January 2019	698	477,877	215,441	45%	47%	2.3%	10%	No
March 2019	308	25,717	17,907	70%	47%	-22.2%	10%	No
March 2019	467	15,194	6,426	42%	47%	5.1%	10%	No
January 2020	396	136,188	69,472	51%	47%	-3.6%	10%	No
May 2020	697	186,982	90,370	48%	47%	-0.9%	10%	No

**Table 31: Summary of Corrected FCDOT Service Equity Analyses: Disproportionate Burden**

Date of SEA	Routes Affected	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent (A)	Service Area Low-Income Households Percent (B)	Difference (B - A)	Threshold	Threshold Exceeded?
September 2017	321 / 322	13,401	2,448	18%	18%	0%	10%	No
September 2017	323	4,275	900	21%	18%	-3%	10%	No
December 2017	699	60,559	9,007	15%	18%	3%	10%	No
January 2019	698	166,485	28,262	17%	18%	1%	10%	No
March 2019	308	8,666	2,924	34%	18%	-16%	10%	No
March 2019	467	5,853	861	15%	18%	3%	10%	No
January 2020	396	48,795	7,592	16%	18%	2%	10%	No
May 2020	697	72,319	11,070	15%	18%	2%	10%	No

**Conclusion**

Based on these results, FCDOT does not propose to change the disparate impact or disproportionate burden policies.



### 3.6 Major Fare Changes Implemented from FY 2018 to FY 2020

#### Requirement for a Fare Equity Analysis

Under *FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*, the FCDOT is required to undertake an evaluation of any proposed fare changes, either increase or decrease, to determine whether it has a discriminatory impact on Title VI protected minority populations or on low-income populations. The requirement applies to any and all fare media and fare level changes, whether increases or decreases, and applies to any transit operator with at least 50 vehicles in peak service.

FCDOT did not implement any fare changes during the reporting period, so no additional evaluation is conducted.

### 3.7 Analysis of Transit Service Standards

FTA C 4702.1B requires FCDOT to evaluate its defined standards and policies to ensure service equity between minority and non-minority routes, which are described above. The following are the standards and policies that FCDOT has measured for each of its routes:

#### Standards

- Vehicle load
- Vehicle headway
- On-time performance
- Service accessibility

#### Policies

- Vehicle assignment
- Distribution of transit amenities

FCDOT's computer-aided dispatch and automatic vehicle locator (CAD-AVL) and automatic passenger count (APC) systems are used in to monitor the performance of routes against these standards.

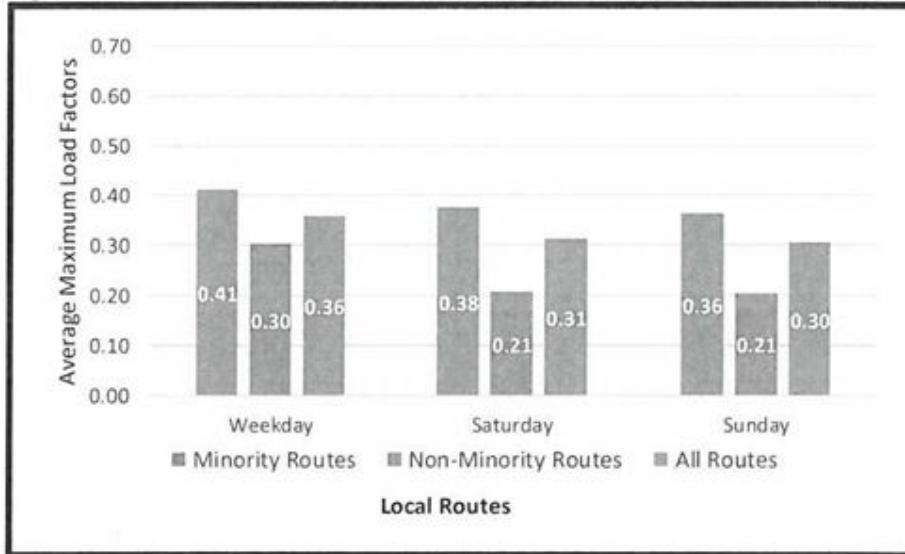
#### Vehicle Load

The vehicle load metric is used to determine if a bus is overcrowded. A vehicle load is the average maximum number of people seated and standing during the peak period in the peak direction. Vehicle passenger load is measured by the ratio of passengers on a vehicle (load) to seated capacity (load/seat ratio). Through FCDOT's automatic passenger counter data, the maximum load for all routes for weekdays, Saturdays, and Sundays is available.

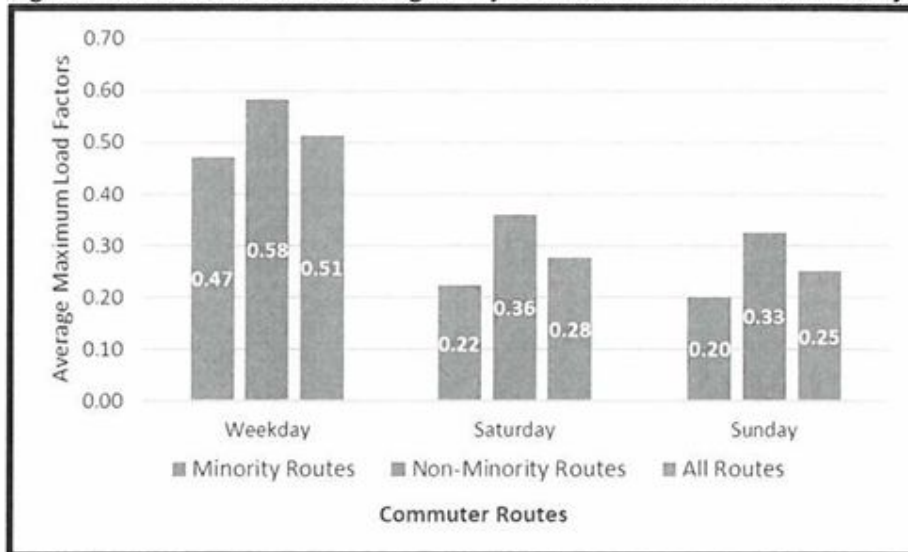
*Figure 9* displays the average daily maximum load factors for local routes on weekdays, Saturdays, and Sundays for the period of January 27 - February 28, 2020. *Figure 10* shows the same information for commuter routes. For local routes, minority routes have higher average daily maximum load factors than non-minority routes. For commuter routes, minority routes have lower average daily maximum load factors than non-minority routes. The average maximum loads for minority and non-minority routes are well below the number of seats available on the bus and FCDOT's policy of a 1.25 maximum load factor for local routes and 1.00

for commuter routes. Overall, only one route surpasses the policy—Route 699, which is a non-minority commuter route.<sup>18</sup> Due to its success, capacity on this route will be expanded as of August 2020.

**Figure 9 Local Route Average Daily Maximum Load Factors: January - February 2020**



**Figure 10 Commuter Route Average Daily Maximum Load Factors: January - February 2020**



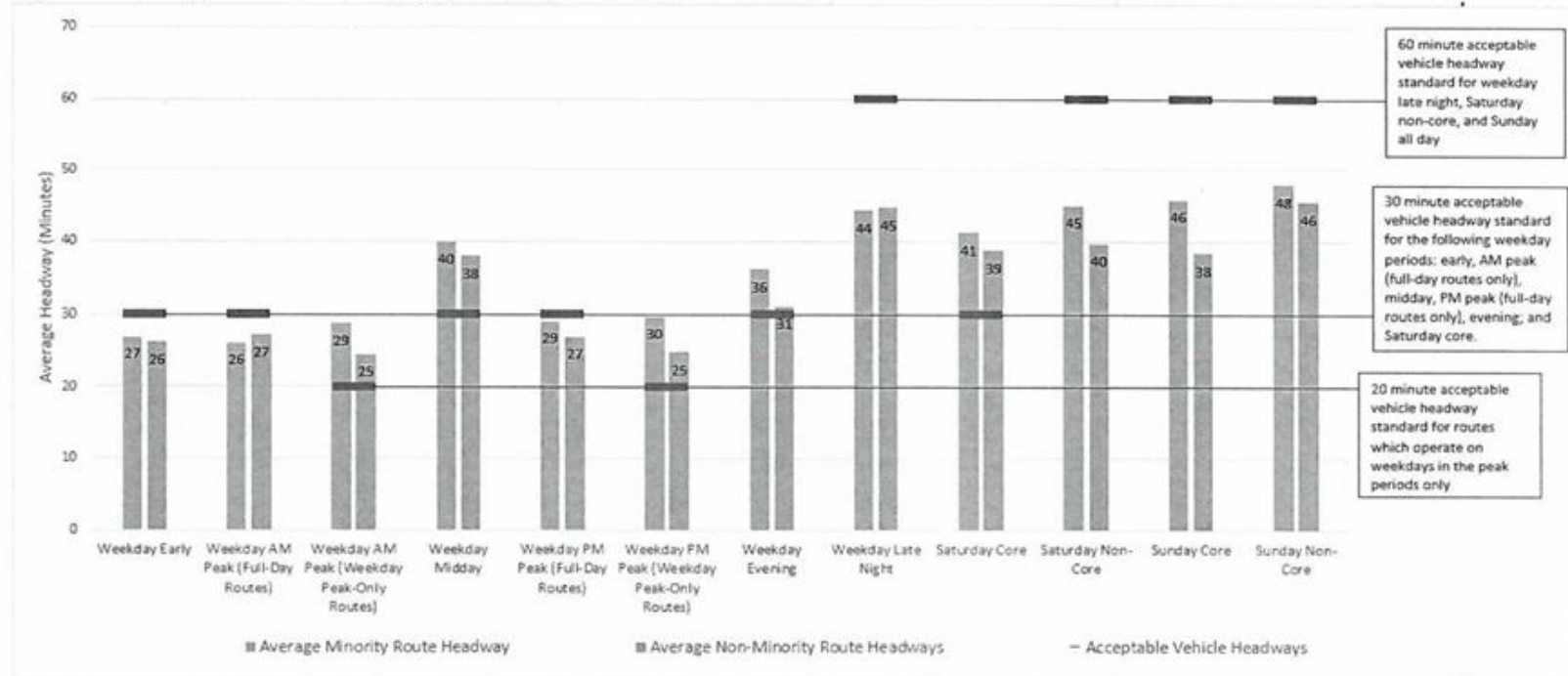
<sup>18</sup> Vehicle assignment data was missing for Routes 396, 480, and RIBS 1 – 5. Route performance data was unavailable for Route 480.

### Service Headways

Headway by time of day for both weekday and weekend service is a measure of the level of service of a bus route. *Figure 11* illustrates the variation in service headways by day of week and time of day for minority and non-minority routes as well as the standards for each time period. Route-level headway information was summarized by time period and averaged across minority and non-minority routes. FCDOT has different headway standards for peak-only and all-day routes, as described in *Section 3.1*. To monitor this service, FCDOT compared the average headway for minority and non-minority routes in the weekday peak periods to the standard.

The difference in average headways between minority and non-minority routes was minimal across most time periods. For all-day routes, minority routes had average headways at least five minutes longer than non-minority routes during weekday evenings (6:00-11:00 PM), Saturdays during the non-core period (before 8:00 AM and after 5:00 PM), and Sundays during the core period (8:00 AM-5:00 PM). For peak-only routes, minority routes had average headways at least five minutes longer than non-minority routes during the weekday PM peak period.

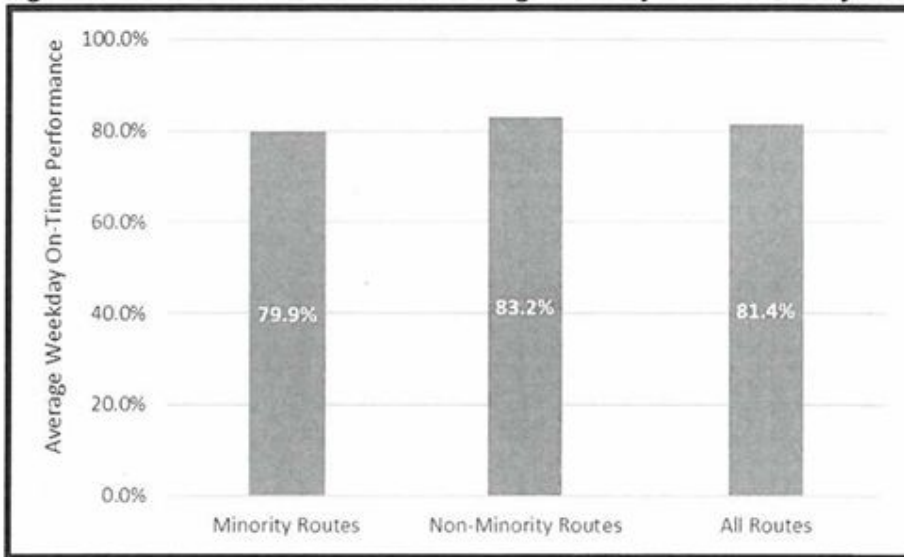
**Figure 11 Average Service Headways (Minutes)**



### On-Time Performance

Average weekday on-time performance was analyzed for all routes in the Fairfax Connector system between January 2020 and February 2020 using CAD-AVL data (Figure 12).<sup>19</sup> During this period, buses across the entire system arrived on-time 81.4 percent of the time, with minority routes having an average on-time performance of 79.9 percent and non-minority routes having a slightly higher average on-time performance of 83.2 percent. All of these figures fall slightly short of FCDOT's 85.0 percent on-time performance goal and there is a small difference between minority and non-minority route on-time performance.

**Figure 12 On-Time Performance Monitoring – January 2020 – February 2020**



### Service Availability

Service availability measures the percentage of the population within the County that is served by Fairfax Connector. As shown in Table 31, 59 percent of the minority population in the County lives within walking distance (one quarter of a mile) of a local Connector bus route's alignment or walking distance (one quarter of a mile) of an express or commuter Connector bus route's stops. Table 32 also shows 49 percent of the County's non-minority population lives within walking distance of transit. Overall, the percentage of minorities within walking distance to transit services is higher than the percentage of the non-minority population. A total of 54 percent of all Fairfax County residents live within a quarter mile of a Fairfax Connector route. These figures exceed FCDOT's service availability standard of providing access to 50 percent of the County's population to the Fairfax Connector system, as measured as population within a quarter mile of a Fairfax Connector bus route. In addition to Fairfax Connector services, WMATA's Metrobus and Metrorail also serves the denser portions of the county. However, neither Metrobus nor Metrorail services are subject to the County's Title VI analysis.

<sup>19</sup> On-time performance data was unavailable for Route 480.



**Table 32 Service Availability Monitoring for Fairfax Connector Routes**

Minority			Non-Minority			Total Population		
Minority Pop. Served	Minority Pop. County	% Minority Pop. Served	Non-Minority Pop. Served	Non-Minority Pop. County	% Non-Minority Pop. Served	Total Pop. Served	Total County Pop.	% Total Pop. Served
328,896	557,568	59%	289,726	585,961	49%	618,622	1,143,529	54%

### 3.8 Analysis of Transit Service Policies

#### Transit Amenities

FCDOT tracks the locations of transit amenities, i.e., shelters and benches, by stop throughout the service area. An in-depth monitoring analysis was conducted on the distribution of shelters and benches between minority and non-minority bus stops. The provision of information is distributed throughout the system per FCDOT's established policy.

The *Fairfax County Bus Stop Guidelines*, which were first adopted in 2004 and updated in 2017, delineates the policy for installing bus shelters and benches at bus stops. It is Fairfax Connector's practice that a bus shelter may be installed at a Fairfax Connector or Metrobus stop or station with an average of 50 or more boardings per day, and a bench may be installed at a stop or station with an average of 25 or more boardings per day.

**Table 33** displays the number of shelters in Fairfax County served by either Fairfax Connector or WMATA Metrobus.





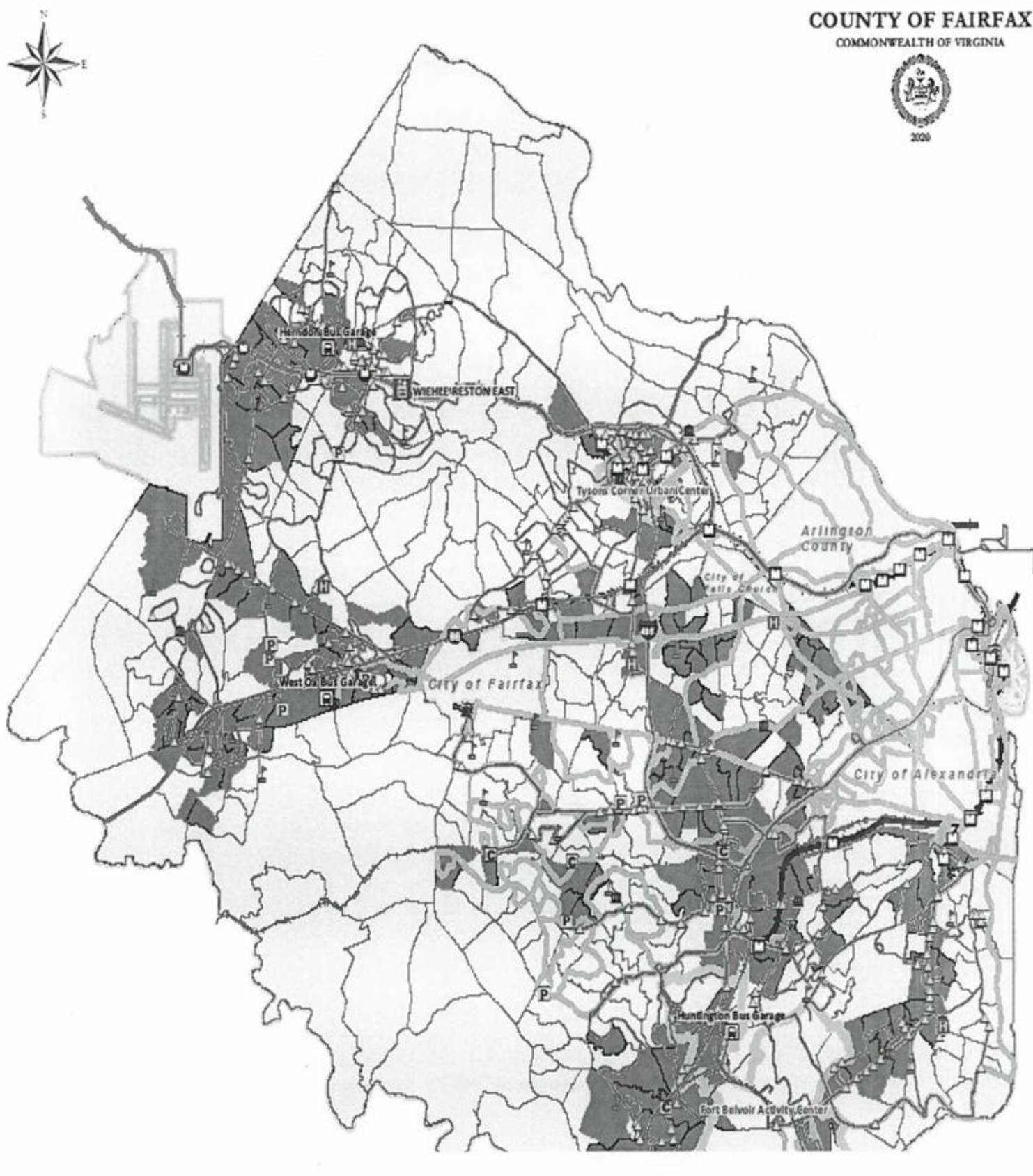
**Table 34** displays the number of shelters at Fairfax Connector and Metrobus stops which were deemed eligible for receiving a shelter, based on the criteria of the stop or station having 50 or more boardings per day, by minority and non-minority designation. For the purposes of this analysis, a bus stop or station received a "minority" designation if located in a Census Block Group where the minority population is at or exceeds the proportion of minorities (48.7%) that comprise the total population. Of the 188 transit stops and stations across Fairfax County that were eligible for a shelter, the distribution of shelter was approximately even across minority and non-minority stops and stations, with 28.8 percent of eligible minority stops receiving a shelter and 28.6 percent of eligible non-minority stops receiving a shelter.

Other bus stops with shelters or benches exist in the Connector service area that are not included in this analysis, as they are not deemed eligible as described above. The County regards these as legacy amenities. These amenities were typically constructed prior to the adoption of the bus stop guidelines. As these legacy amenities reach the end of their useful lives, Fairfax Connector staff will re-evaluate whether or not to replace them, according to the adopted criteria.

**Table 33 Shelter Availability among Fairfax Connector and Metrobus stops and stations which are eligible for a shelter (50 and greater daily boardings)**

	Minority Stops/ Stations (Number)	Non-Minority Stops/ Stations (Number)	Total Stops/Stations (Number)
No Shelter	104	30	134
Shelter	42	12	54
Total	146	42	188
Percent of stops with a shelter	28.8%	28.6%	28.7%

In Fairfax County, three potential ways exist for a shelter to be installed: 1) directly through the County-funded shelter program, 2) by an advertising vendor that provides shelters, and 3) through developer proffers associated with development approvals. Among the shelters provided by the shelter advertising vendor, FCDOT has discretion to place 10 percent of the shelters procured through this contract. The remaining 90 percent of these shelters are located by the advertising vendor, on the basis of high ad-revenue locations. The advertising vendor is responsible for the maintenance and upkeep of all shelters that they install. County-owned shelters are maintained by the Stormwater Maintenance department as their funding allows. *Figure 13* shows the system-wide distribution of transit amenities. *Figure 14* shows the most recent transit facility improvements in Fairfax County.



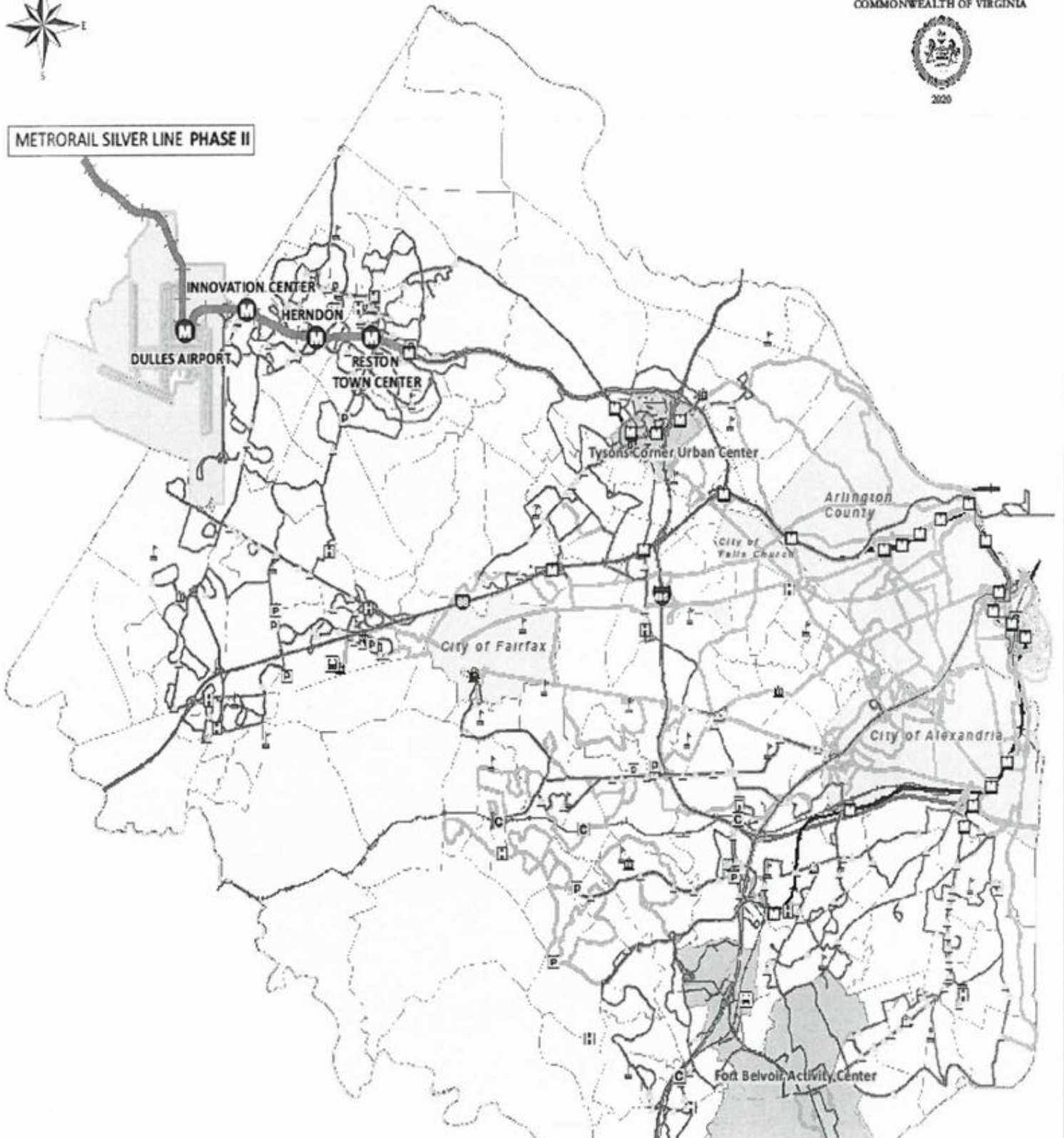




COUNTY OF FAIRFAX  
COMMONWEALTH OF VIRGINIA



METRORAIL SILVER LINE PHASE II



In addition to the map, an in-depth monitoring analysis was conducted on the distribution of bus shelters. It is Fairfax Connector's practice that a bus shelter may be installed at stops or stations with an average of 50 or more boardings per day.

Table 34 displays the results for the bench distribution analysis. In Fairfax County, 200 stops or stations were eligible to receive a bench based on Fairfax County's ridership threshold for bench placement (daily boardings between 25 and 50) that did not already have a shelter. Twenty-nine of the 199 stops or stations that were eligible for a bench had seating through a bench or shelter. In most cases, benches were allocated to stops below the ridership threshold, which are not represented in the table below. FCDOT will examine its bench distribution at non-eligible stops to look for ways to allocate more benches to eligible stops.

**Table 34 Bench Availability among Fairfax Connector and Metrobus Stops and Stations that are Eligible for a Bench (daily boardings are between 25 and 50)**

	Minority Stops/Stations(Number)	Non-Minority Stops/Stations(Number)	Total Stops/Stations (Number)
No Bench	113	51	164
Bench	20	9	29
Total	133	60	193
Percent of stops with a bench	15.0%	15.0%	15.0%

### Vehicle Assignment

FCDOT generally assigns Fairfax Connector vehicles to routes from three operating divisions as follows: North County service area (Reston-Herndon Division), Central service area (West Ox Division), and South County service area (Huntington Division). Specific bus types and sizes from each operating division are assigned to routes based on the capacity needed for each route and road or service area geometry. For example, Fairfax Connector only uses 30-foot buses on RIBS routes in Reston. However, most routes will have several different makes, sizes, and ages of buses operating the route at any given time. This flexibility is needed due to the fact that different buses may be available on a daily basis to maintenance schedules.

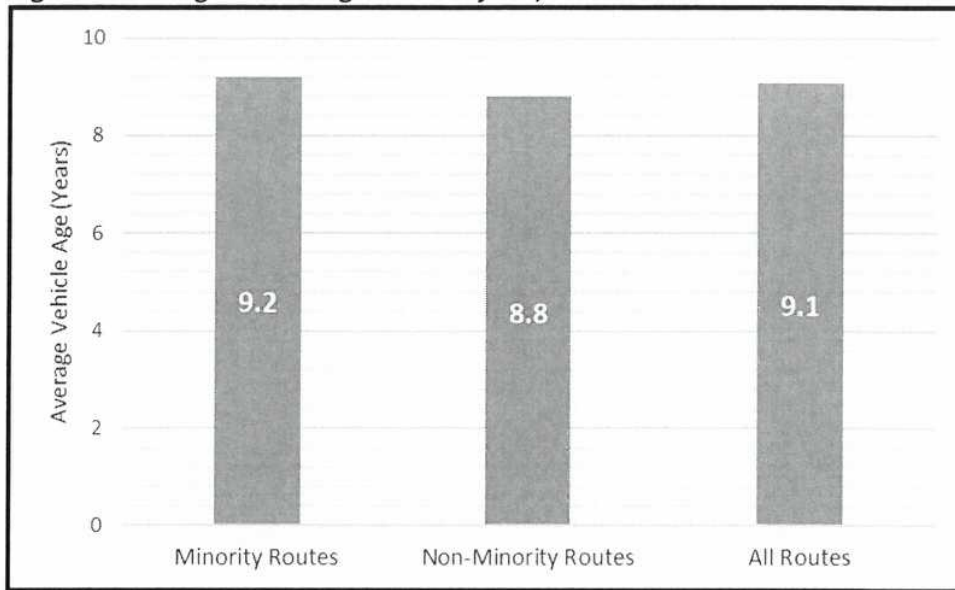
Since the introduction of FCDOT's CAD-AVL system, records are maintained on which specific buses are used on which routes for every run. An analysis of all vehicles used on all routes for the week of January 3 - January 9, 2020 was conducted to evaluate average vehicle age.

**Figure 15** shows that there is essentially no difference in age between vehicles operating on minority routes, and those operating on non-minority routes, with both having a vehicle age average of 9 years. The average age of all Fairfax Connector vehicles is also 9 years.<sup>20</sup>

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<sup>20</sup> Vehicle assignment data was missing for Routes 396, 480, and RIBS 1 - 5.

Figure 15 Average Vehicle Age - January 3-9, 2020



APPENDIX A: SAMPLE FAIRFAX COUNTY TITLE VI ACCOMPLISHMENT QUESTIONNAIRES

**Fairfax County Title VI Accomplishments Questionnaire  
For  
Communications and Marketing**

*Prepared by:*

**Fairfax County Department of Transportation  
*Coordination and Funding Division***



## BACKGROUND

Fairfax County's Title VI (Civil Rights) Program was adopted by the Board of Supervisors and approved by the Federal Transit Administration (FTA) in 2017. As part of the County's Title VI Program, the Fairfax County Department of Transportation (FCDOT) has committed to update its Language Access Plan (LAP), as well as monitor related activities that may have occurred. To create this update, Coordination and Funding Division staff collects data from FCDOT through the questionnaire below.

Each division is asked to identify **accomplishments, issues, and any corrective actions** that have occurred during the past year. If a question does not apply to your section or work, *there is no need to respond*.

Please return completed questionnaires to **Benjamin Atsem**  
([Benjamin.Atsem@fairfaxcounty.gov](mailto:Benjamin.Atsem@fairfaxcounty.gov)) in Coordination and Funding by **April 1, 2020**.

### Accomplishments

#### Public Outreach/Communications

1. Identify the number of public hearings held and describe efforts to ensure broad citizen participation in the hearings, particularly by minorities and women.
2. Describe minority individuals, groups, and organizations that participated in the hearings, including efforts to involve them.
3. List the special language services provided – note the professional language service provided including the name of the service, date provided, and the number of persons served, and any other relevant information during public hearing or meetings held.
4. Were Fairfax County Title VI policy statements available for use in these public meetings and hearings?
5. Describe this year's Title VI accomplishments with regard to promotional materials, including news releases, advertising, brochures, flyers on buses, etc.
6. What have proven to be the most effective ways to connect with current system users and to reach specific Title VI segments of the community within Fairfax County and the general public at large?
7. Describe coordination activities with other organizations such as social service agencies and schools to further the County's Title VI program.

**Problem Areas/Issues**

1. Over the past 12 months, describe any significant Title VI issues that have arisen, actions taken, and issues that still need to be addressed.
2. Provide a summary of any Title VI concerns and/or issues, if any, raised by representatives of minority communities during the past year.
3. How were you notified of those concerns/issues?
4. Were there any Title VI concerns or issues raised at public hearings?
5. Were any Title VI concerns or issues raised in relation to relocation assistance and/or payments?

**Corrective Actions**

1. Were any corrective actions were initiated in the past year as a result of Title VI issues? If yes, please explain.
2. Describe actions taken by the division to facilitate and/or address any Title VI concerns (or potential concerns).

**Fairfax County Title VI Accomplishments Questionnaire  
For  
Planning**

*Prepared by:*

**Fairfax County Department of Transportation**  
*Coordination and Funding Division*

## BACKGROUND

Fairfax County's Title VI (Civil Rights) Program was adopted by the Board of Supervisors and approved by the Federal Transit Administration (FTA) in 2017. As part of the County's Title VI Program, the Fairfax County Department of Transportation (FCDOT) has committed to update its Language Access Plan (LAP), as well as monitor related activities that may have occurred. To create this update, Coordination and Funding Division staff collects data from FCDOT through the questionnaire below.

Each division is asked to identify **accomplishments, issues, and any corrective actions** that have occurred during the past year. If a question does not apply to your section or work, *there is no need to respond*.

Please return completed questionnaires to **Benjamin Atsem**  
([Benjamin.Atsem@fairfaxcounty.gov](mailto:Benjamin.Atsem@fairfaxcounty.gov)) in Coordination and Funding by **April, 2020**.

### Accomplishments

#### Planning

1. Describe any research, studies, or surveys conducted during the past year that collected data on minority persons, low-income neighborhoods, income levels, physical environments, and travel habits for the purposes of Title VI compliance.
2. Describe any strategies or actions taken to promote Title VI compliance with regard to planning activities, including monitoring and review processes, and their outcomes and status.

#### Problem Areas/Issues

1. Over the past 12 months, describe any significant Title VI issues that have arisen, actions taken, and issues that still need to be addressed.
2. Provide a summary of any Title VI concerns and/or issues, if any, raised by representatives of minority communities during the past year.
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5. Were any Title VI concerns or issues raised in relation to relocation assistance and/or payments?

#### Corrective Actions

1. Were any corrective actions were initiated in the past year as a result of Title VI issues?  
If yes, please explain.
2. Describe actions taken by the division to facilitate and/or address any Title VI concerns  
(or potential concerns).



## APPENDIX B: MAPS OF LINGUISTICALLY ISOLATED POPULATIONS IN FAIRFAX COUNTY BY LANGUAGE

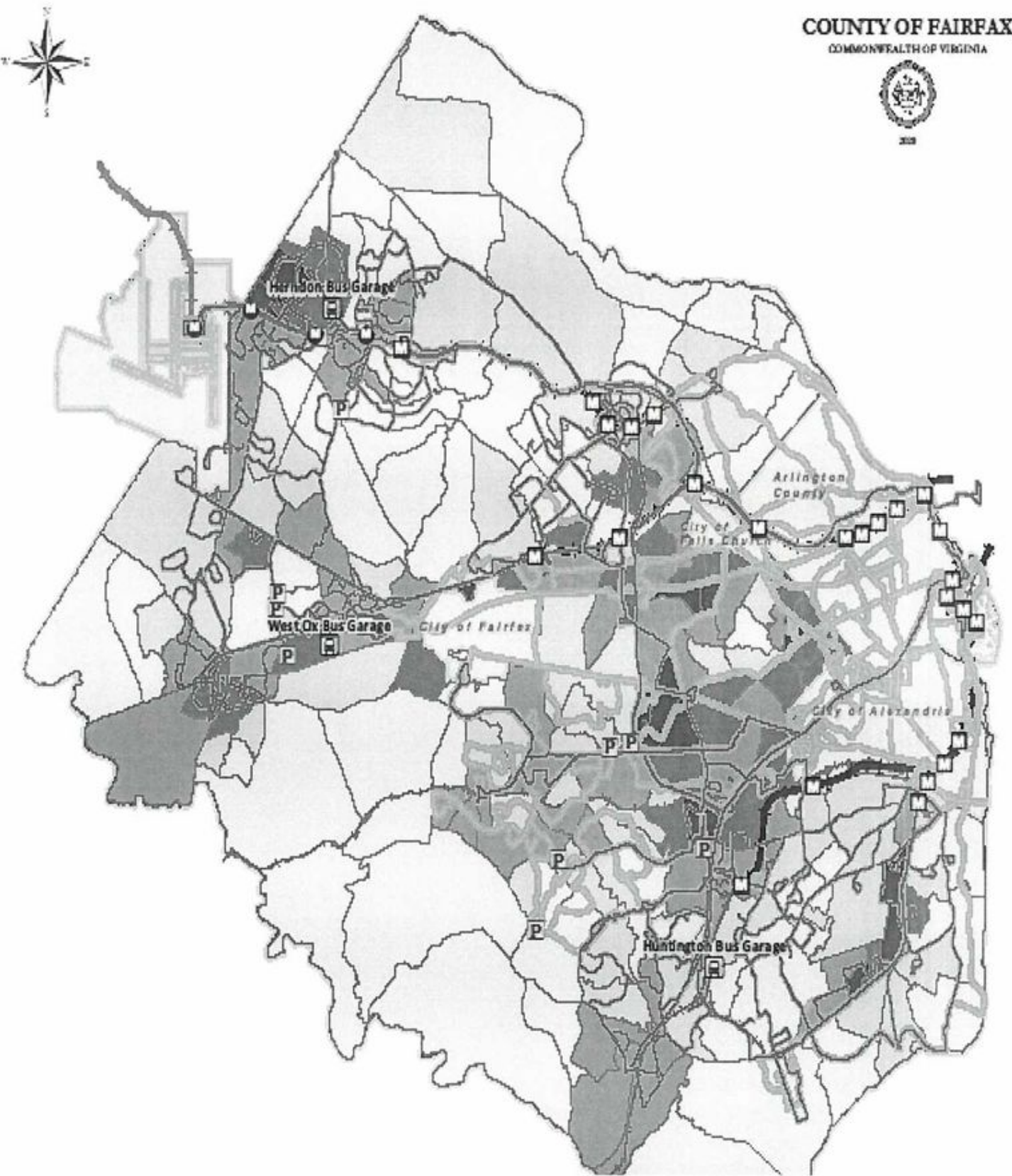
**Map Note:** All the maps were prepared using the U.S. Census Bureau, American Community Survey, 2014-2018 five-year estimates, data. Linguistically isolate populations were identified as those who speak English less that “very well”. Data was analyzed at the tract level of Census geography.

These maps indicate that current transit routes traverse areas with relatively high concentrations of linguistically isolated Chinese, Korean, Spanish, and Vietnamese speakers. In general, census tracts with linguistically isolated households are clustered around transit, including not only Fairfax Connector but also service provided by WMATA.



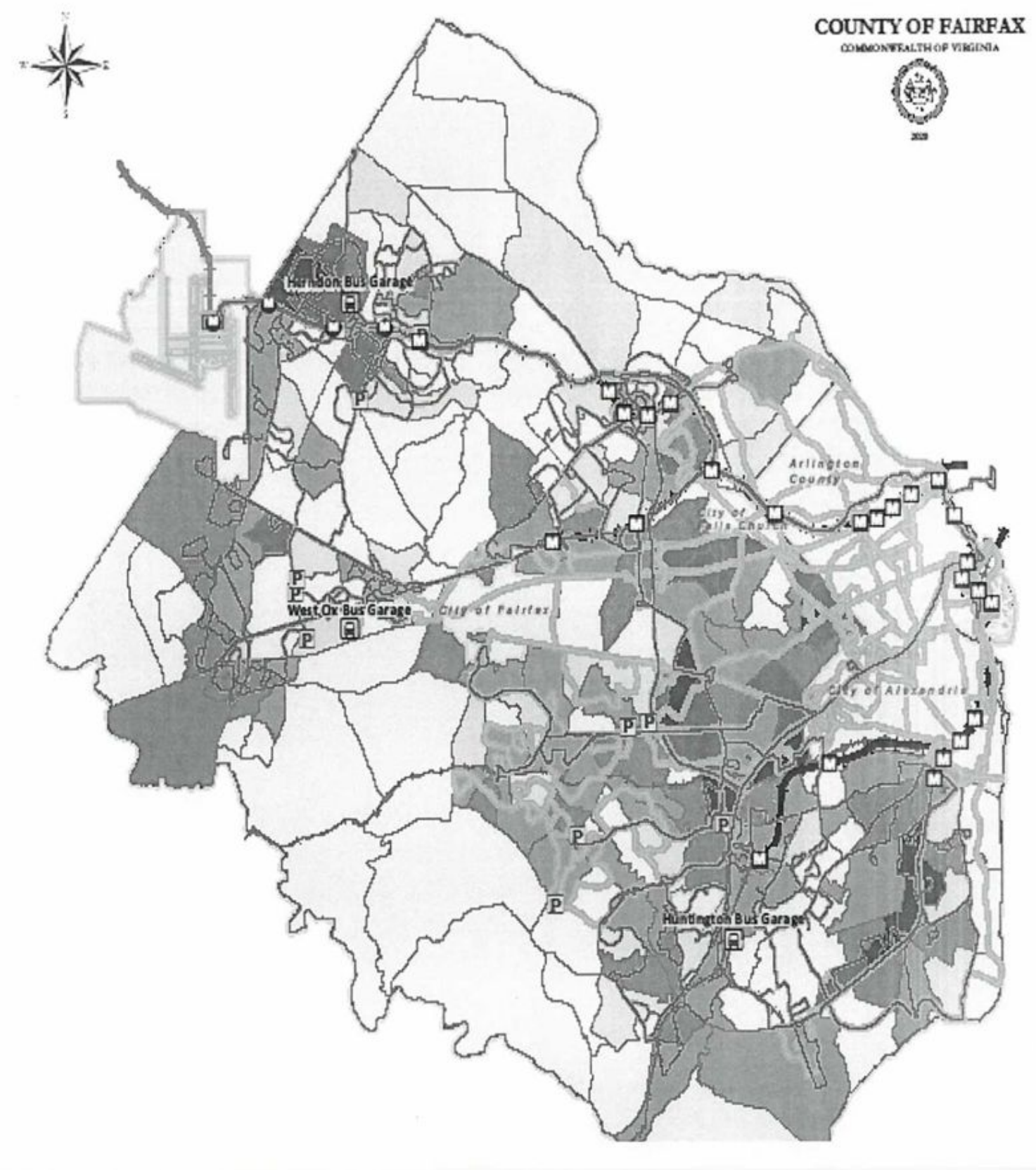


B.1: Concentration of Linguistically Isolated Households (Percent of Total)





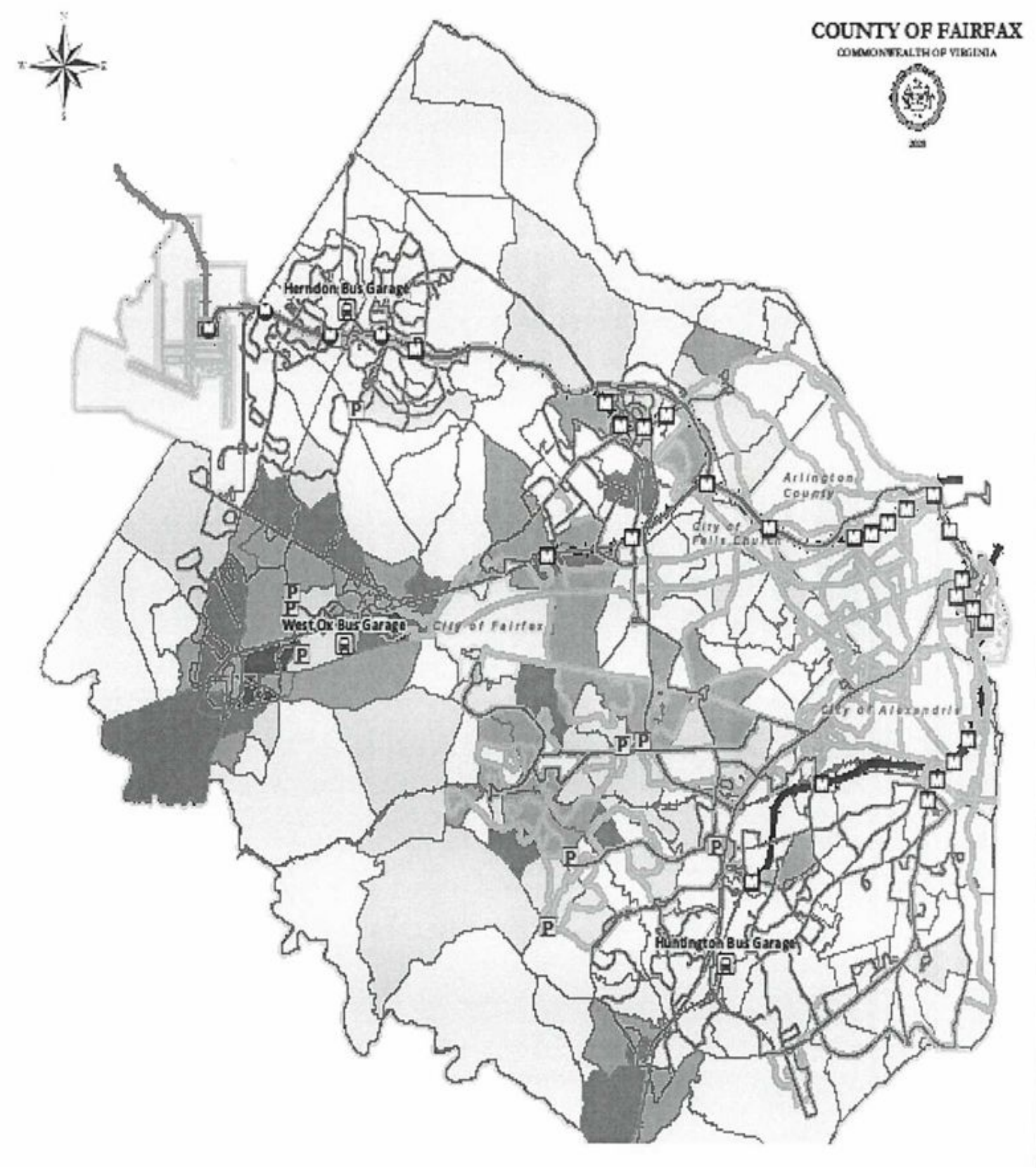
B.2: Linguistically Isolated Households in Fairfax County – Spanish





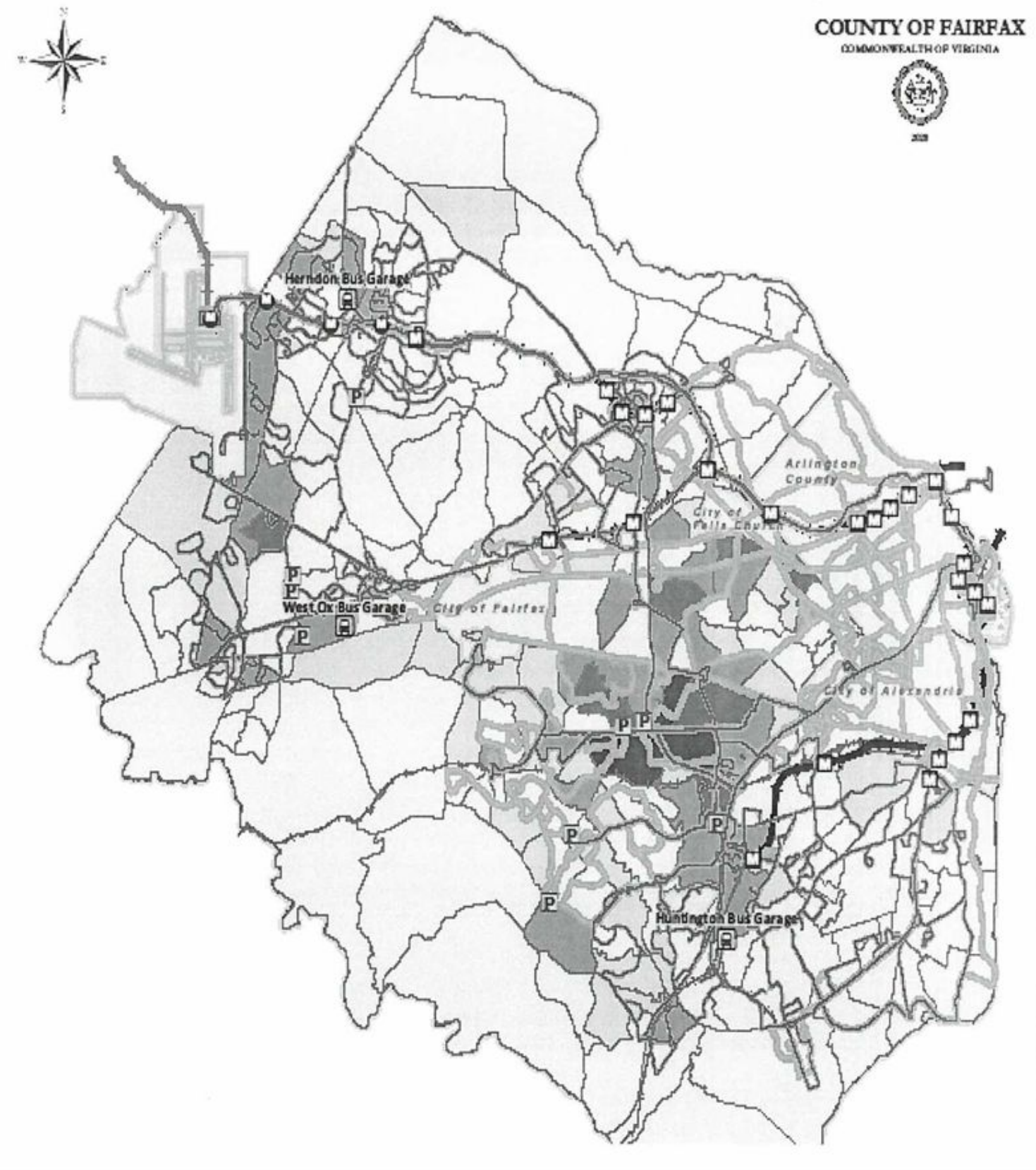


B.3: Linguistically Isolated Households in Fairfax County – Korean





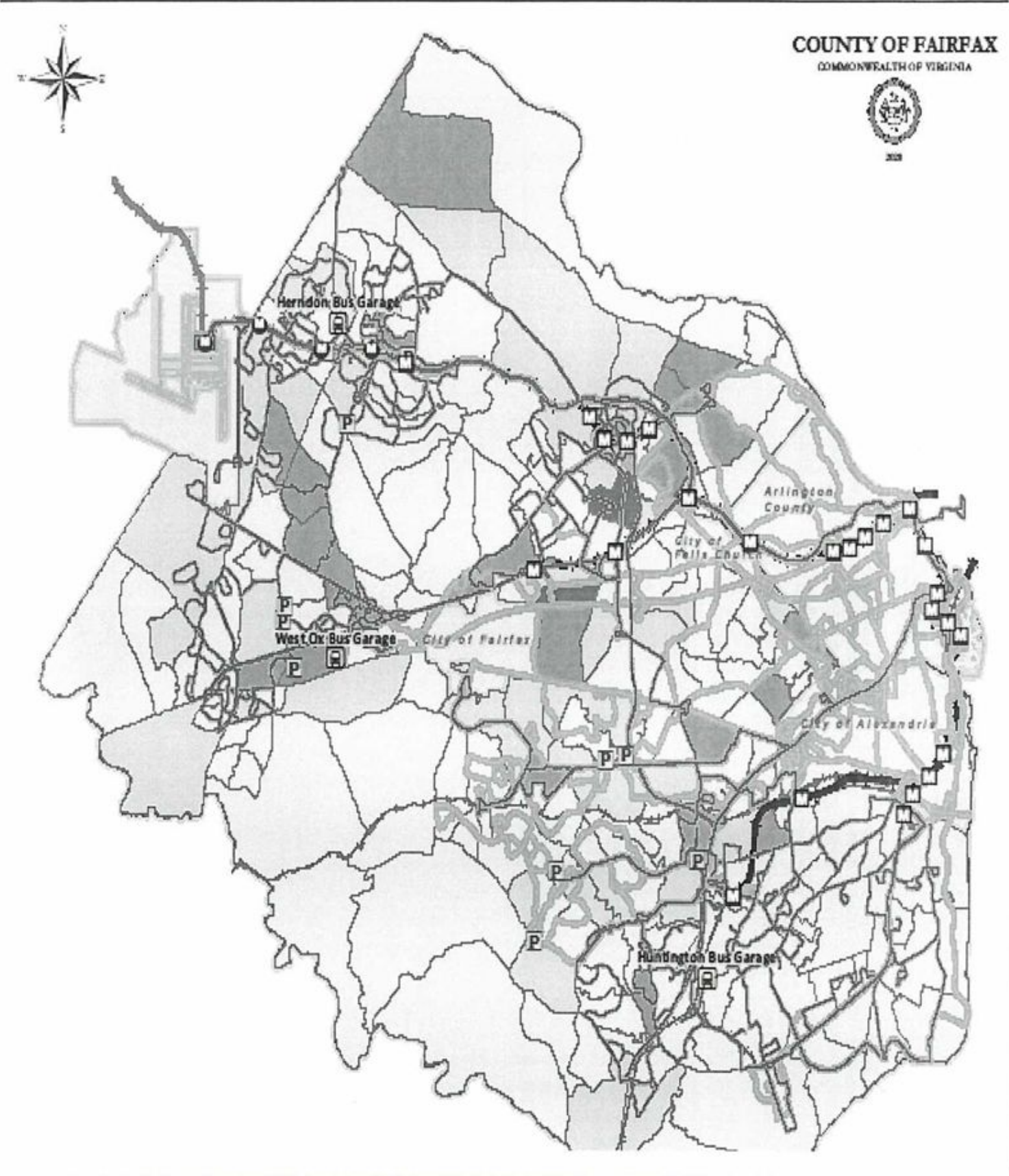
B.4: Linguistically Isolated Households in Fairfax County – Vietnamese





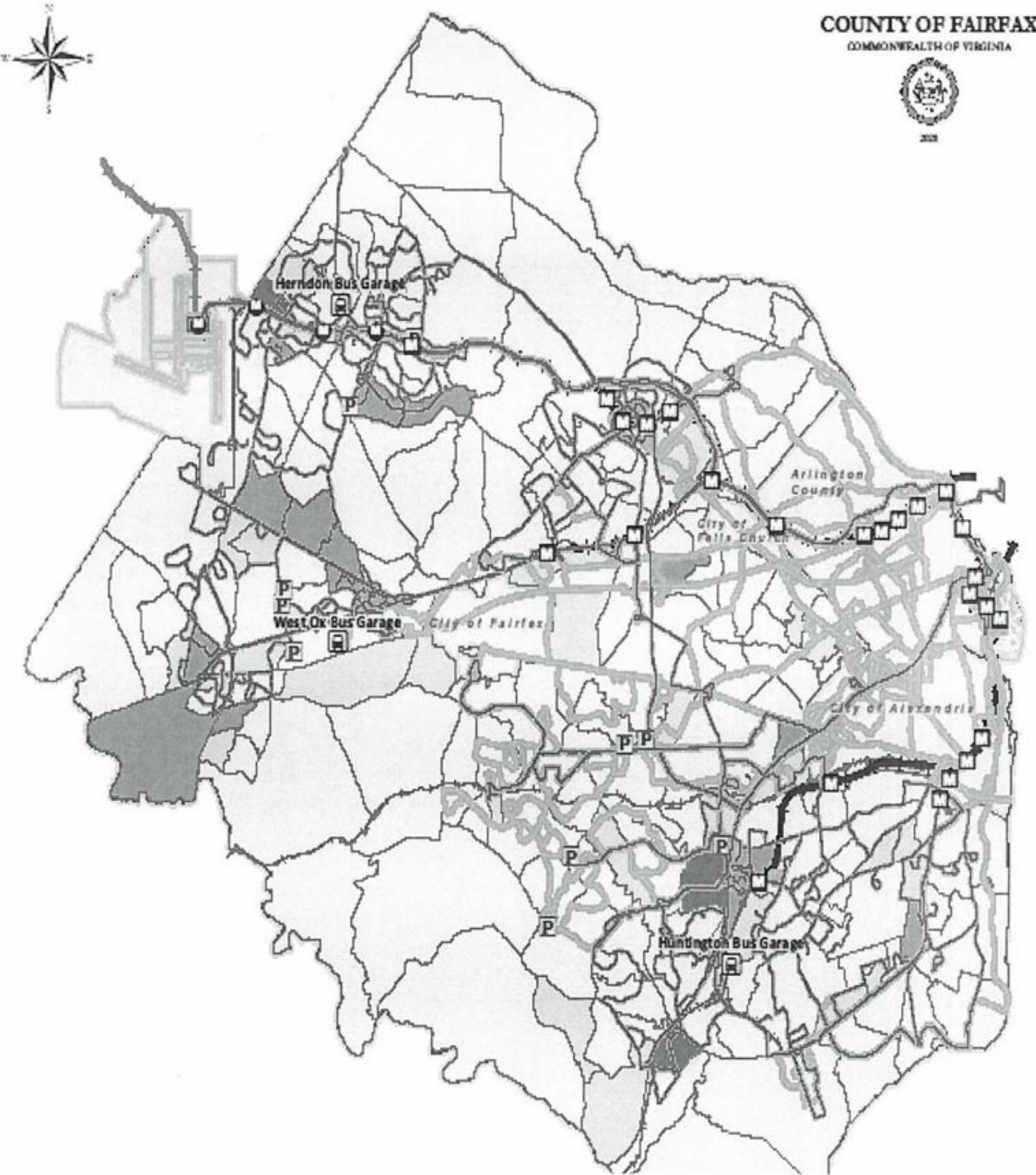


B.5: Linguistically Isolated Households in Fairfax County – Chinese





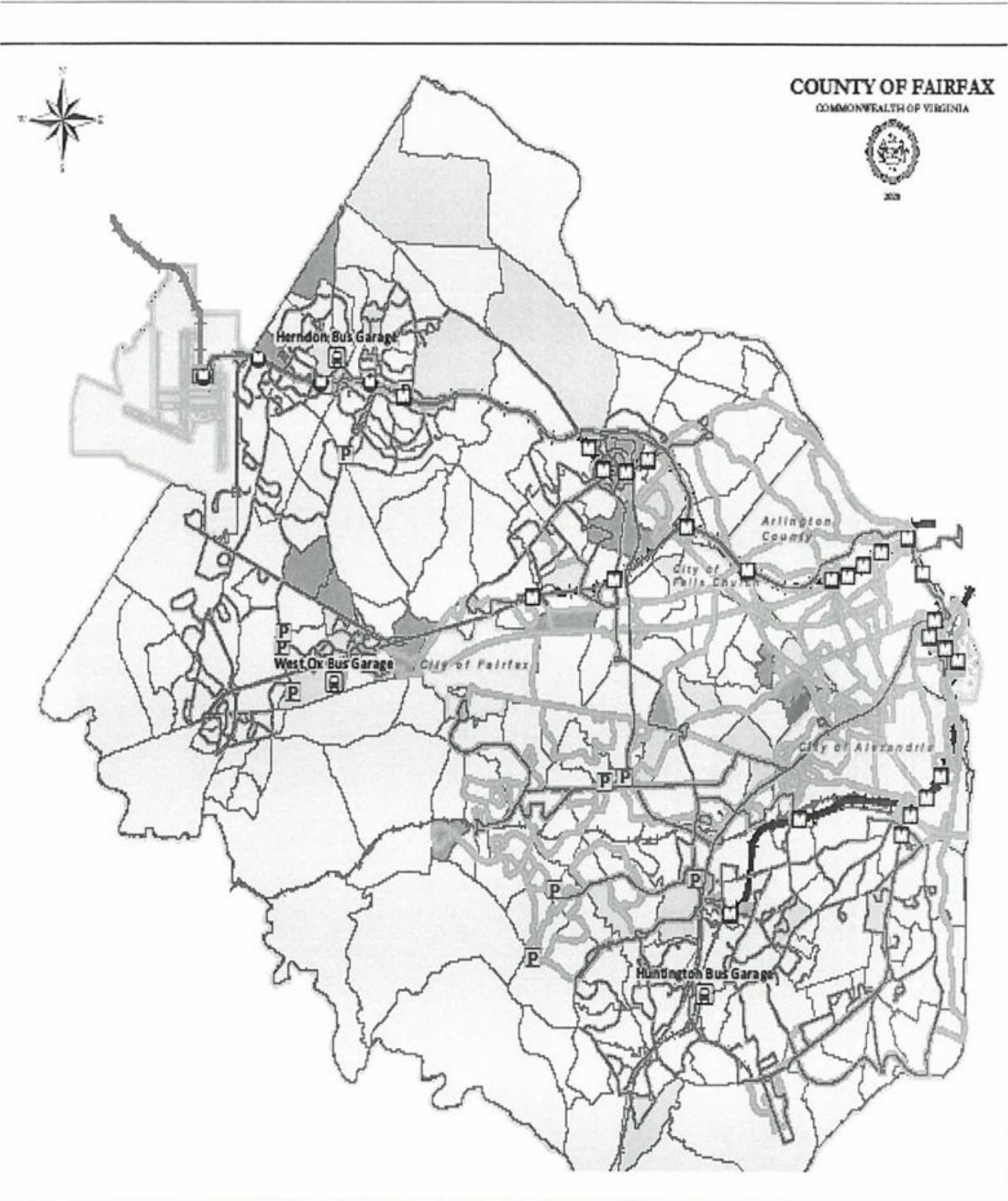
B.6: Linguistically Isolated Households in Fairfax County – Hindi





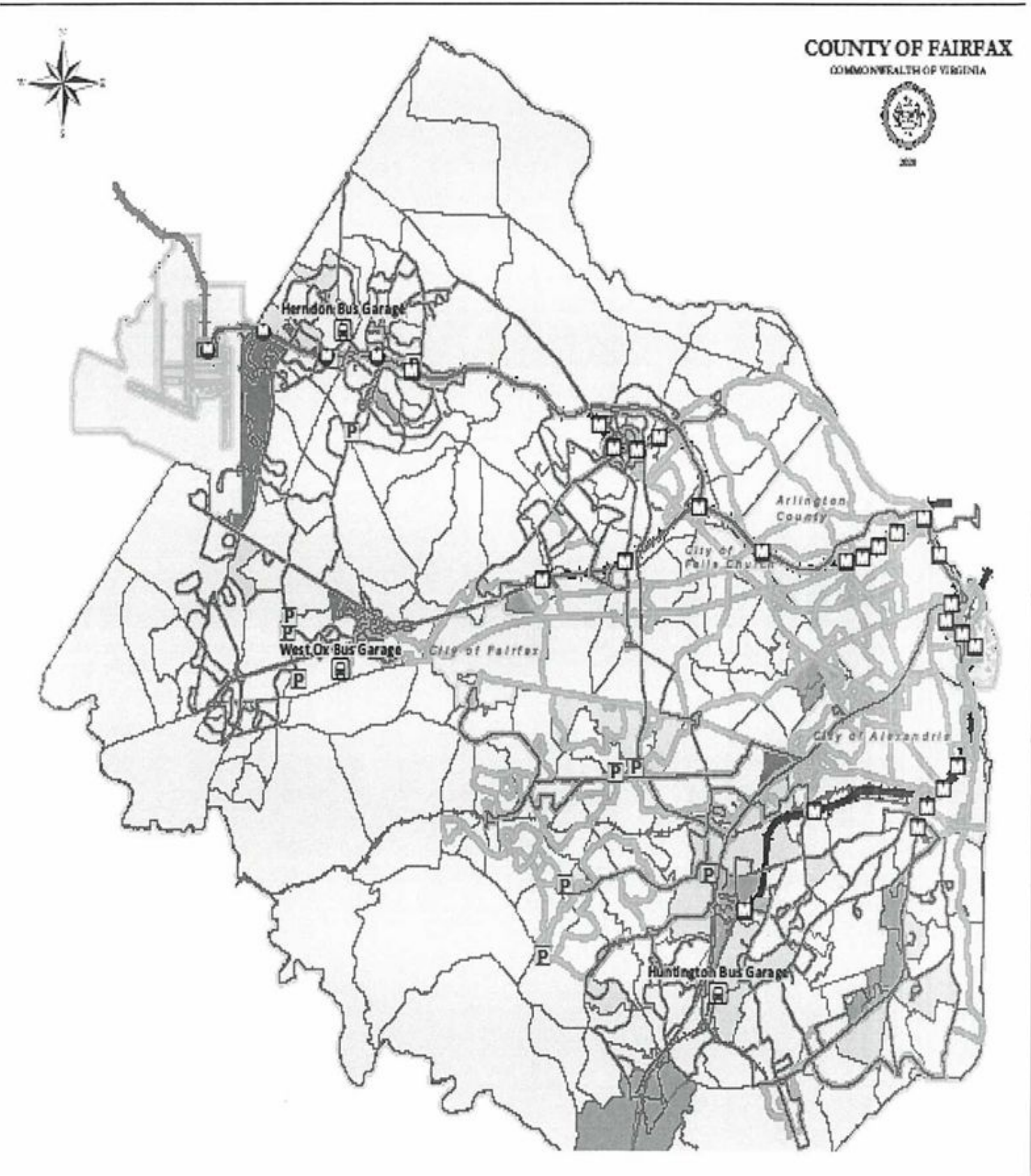


B.7: Linguistically Isolated Households in Fairfax County – Arabic

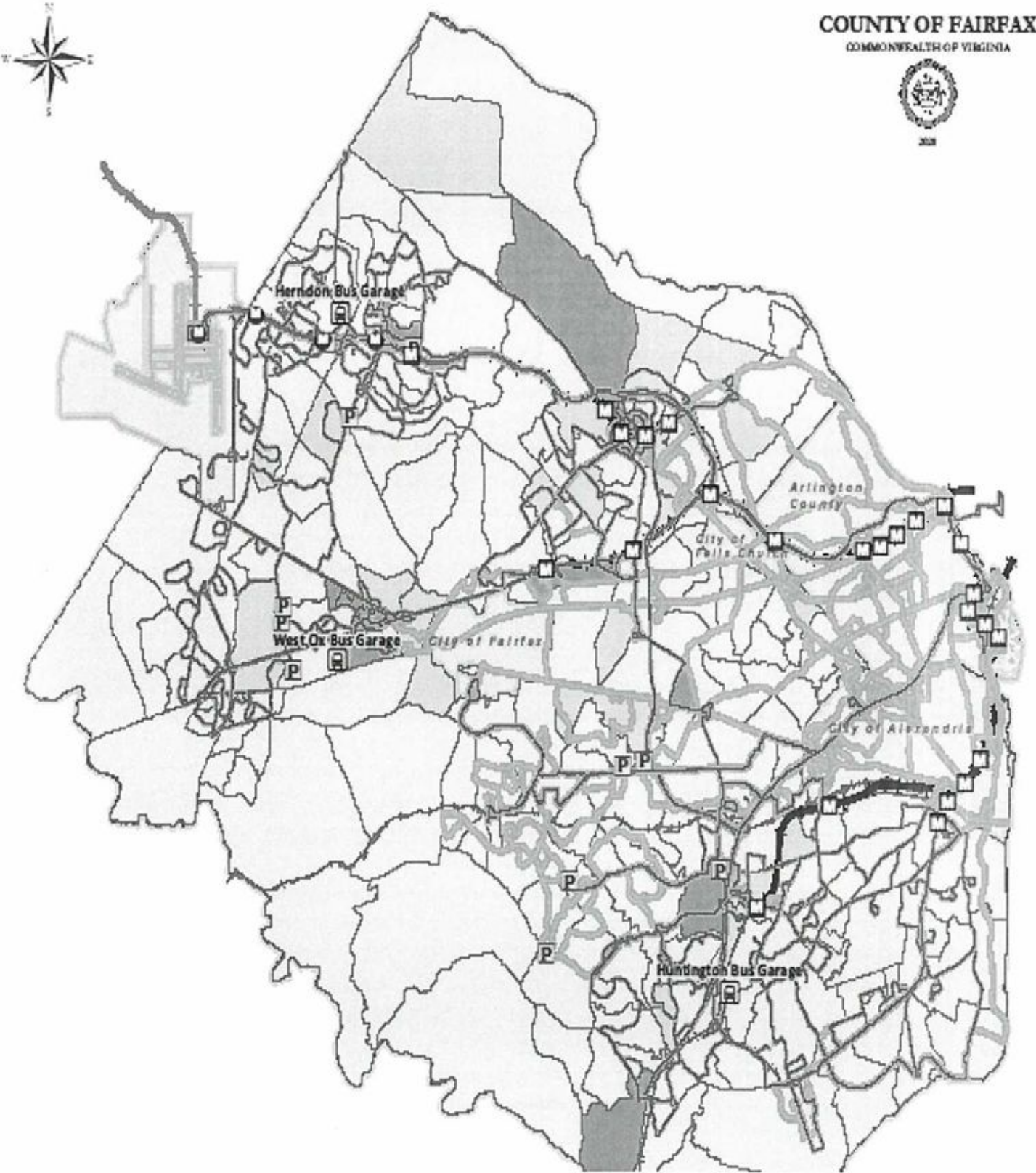




B.8: Linguistically Isolated Households in Fairfax County – African Languages

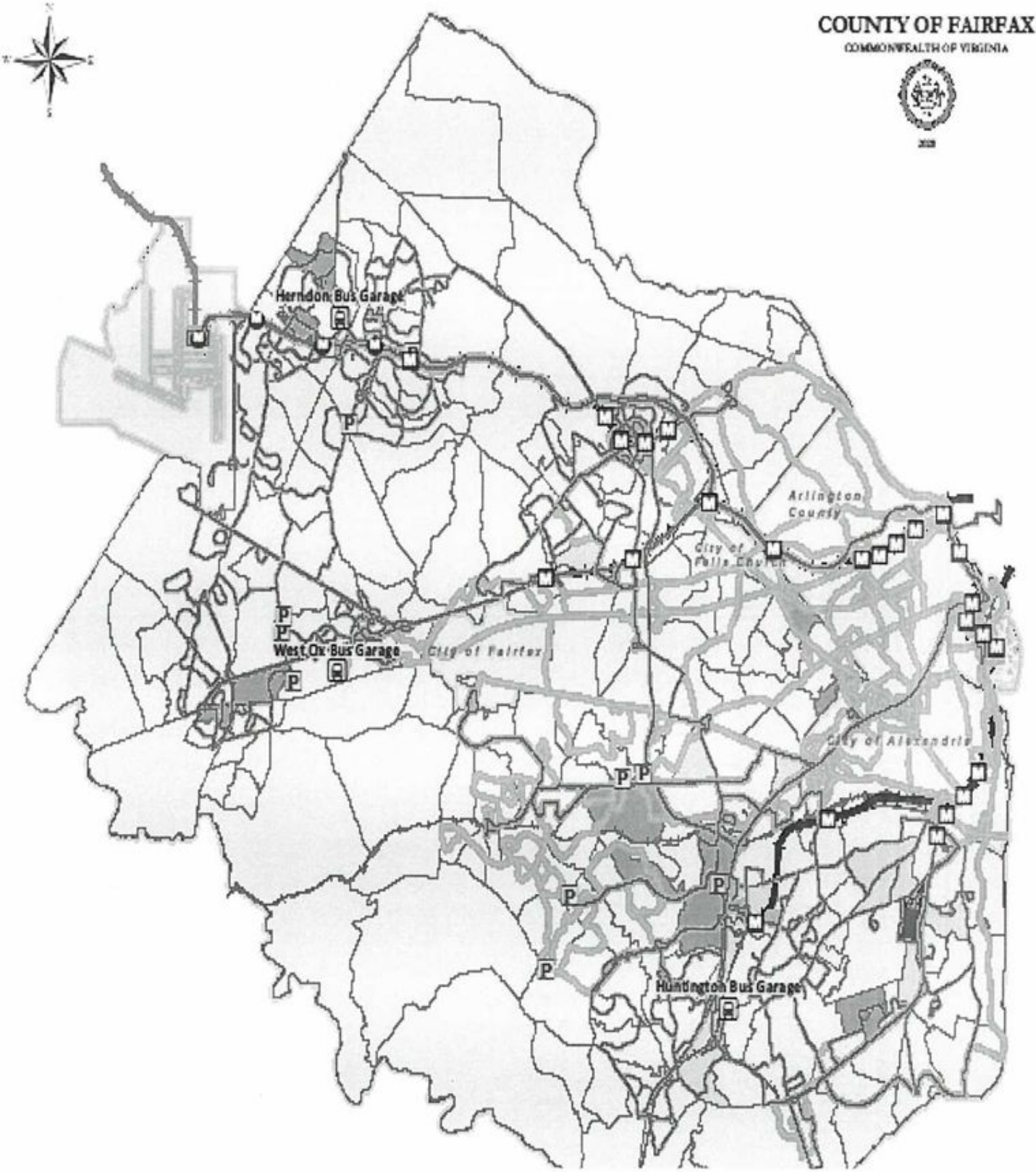




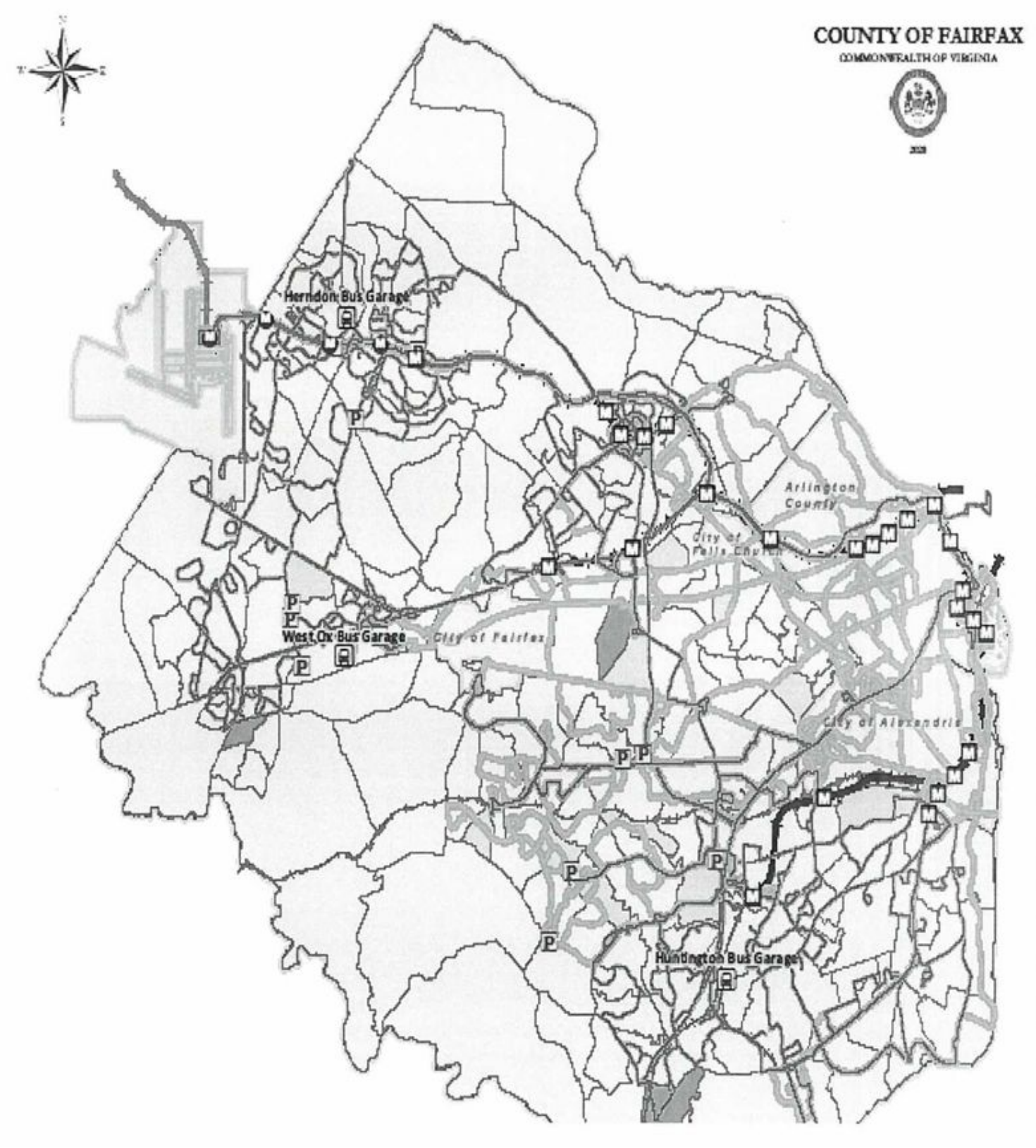




B.10: Linguistically Isolated Households in Fairfax County – Urdu

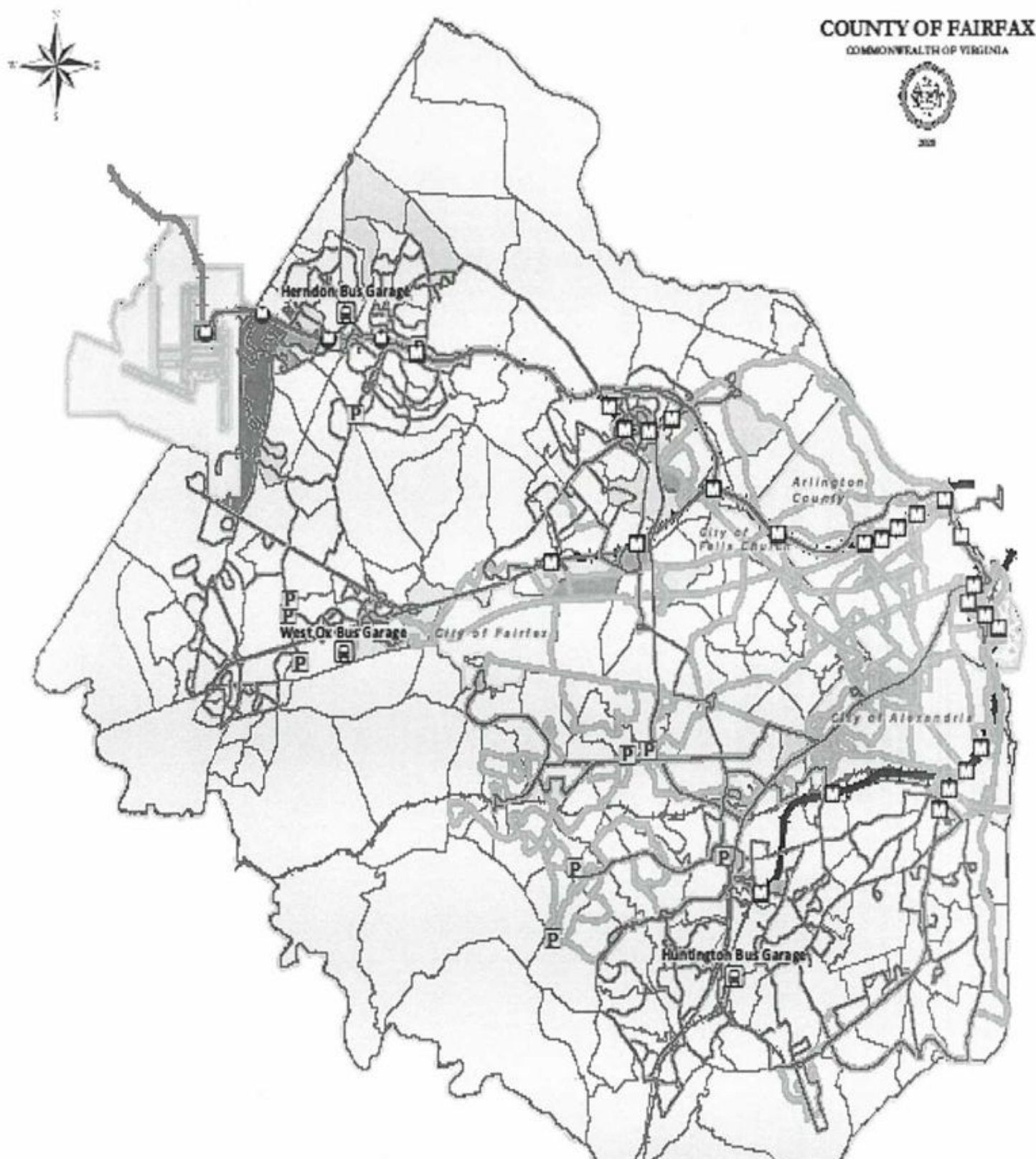


B.11: Linguistically Isolated Households in Fairfax County – Tagalog






B.12: Linguistically Isolated Households in Fairfax County – Other Asian Languages




APPENDIX C: POWERPOINT PRESENTATION: DISPARATE IMPACT, DISPROPORTIONATE BURDEN AND MAJOR SERVICE CHANGE PROPOSED POLICIES


 County of Fairfax, Virginia

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# Major Service Change and Disparate Impact/ Disproportionate Burden Policies

Fairfax County Department of  
Transportation 2020 Title VI  
Program Update



 County of Fairfax, Virginia


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# Agenda

- Introductions & Icebreaker
- Zoom Tips
- Purpose of Today's Focus Group
- Overview of Title VI
- What is a Major Service Change (MSC) Policy?
- FCDOT's MSC Policy
- What is a Disparate Impact/Disproportionate Burden (DI/DB) Policy?
- FCDOT's DIDB Policy
- General Discussion about FCDOT Transit

June 2020

Department of Transportation 2





## Introductions

- Your name
- What organization you work for
- How do the people you represent use Fairfax Connector services? Are there specific routes or destinations that are particularly important to them?



## Tips for Using Zoom

**Mute button:**  
Please remember to mute yourself when not speaking to the group



**Chat button:**  
Use this to submit questions or comments to the group if you don't want to interrupt



## Purpose

- Assist FCDOT in determining proposed policies and thresholds for Major Service Change, Disparate Impact and Disproportionate Burden
- Gain knowledge of Title VI of Civil Rights Act and how it impacts transit service planning
- **NOTE:** When responding to questions and providing comment, think about it from the perspective of the constituents you serve.



## Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 states:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."*

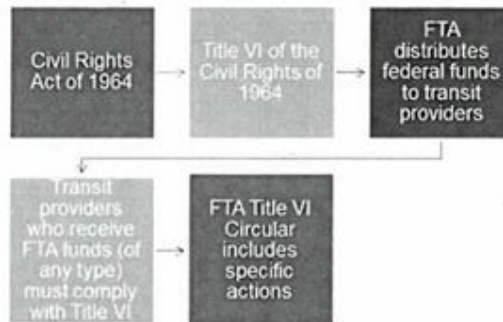




## History – Federal Civil Rights Laws

### Civil Rights Act Titles

- Title I – Voting Rights
- Title II – Public Accommodation
- Title III – Public Facilities
- Title IV – Public Education
- Title V – Civil Rights Commission
- **Title VI – Federally Assisted Programs**
- Title VII – Equal Employment
- Title VIII – Voter Registration
- Title IX – Civil Rights Court Cases
- Title X – Community Relations
- Title XI – Miscellaneous



## What Does This Mean?

- Public transportation providers that receive federal funds are required to submit an updated Title VI Program to FTA every three years
- Transit providers must document that they are not discriminating based on race, ethnicity, or national origin, as well as the proactive steps they are taking to ensure they do not discriminate in the future

### Key Documents & Policies

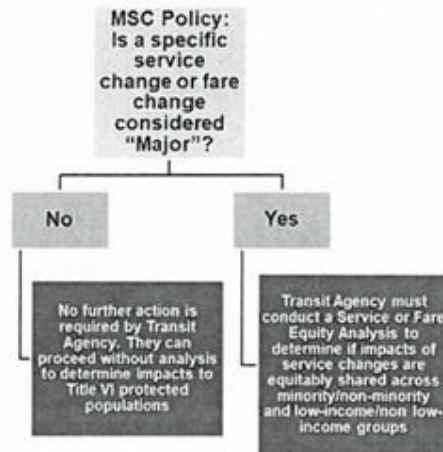
- Language Access Plan
- Public Participation Plan
- Service Standards and Monitoring
- Major Service Change Policy
- Disparate Impact / Disproportionate Burden Policy



## What is a Major Service Change (MSC)?

The **Major Service Change (MSC) Policy** is a defined measure by which a transit agency determines if a change is significant or "major" enough to warrant further analysis

This is a **Service or Fare Equity Analyses**



## What is a Major Service Change (MSC)?

- Agencies are allowed to set their own Major Service Change policies
- Major Service Change policies often include modifications to:
  - Service availability (hours and/or service days)
  - Service quantity (frequency and/or revenue miles/hours)
  - Geographic alignments (routes)
  - Fares (any change)
- Changes can be *adverse* or *non-adverse* meaning that adding service or reducing service can be a major service change
- Transit providers are required to revise and conduct outreach on policies with every Title VI Program update





## Major Service Change Exemptions

- **Seasonal Service Changes:**  
Adding or removing a route or trips due to seasonal demand; must happen in cycles annually
- **Pilots or Demonstration Routes:**  
Creation, modification, or discontinuation of a demonstration route within the first 12 months of operation
- **Temporary Service Changes:**  
Diversion, frequency changes, or span modifications due to local events, construction, weather, and emergencies



## FCDOT Major Service Change Policy

"A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified."

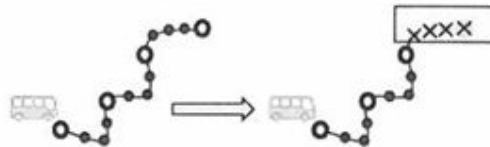
- **Key Definitions:**
  - *Daily Revenue Service Hours:* The number of hours a bus operates while carrying paying passengers.
  - *Revenue Service Miles:* The number of miles a bus operates while carrying paying passengers.



## FCDOT Major Service Change Policy

"A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified."

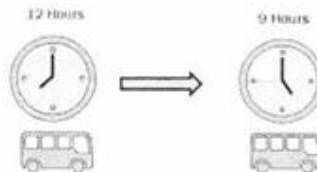
**Example 1:** A bus that had operated a 12-mile route is shortened, so the route is now only 9 miles.



## FCDOT Major Service Change Policy

"A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified."

**Example 2:** A bus route that had operated from 8:00 AM to 8:00 PM with a single vehicle (12-hours of service per day) will now operate from 8:00 AM to 5:00 PM (9-hours of service per day).





## Poll Question

- Add in policy description Does this major service change policy meet the needs of the people you represent?

### DISCUSSION



## Major Service Change Equity Evaluations

- Every Major Service Change requires a **Service Equity Analysis**
  - Changes can have a **Disparate Impact (DI)** on minority riders
  - Changes can have a **Disproportionate Burden (DB)** on low-income riders
- **DI/DB Policies** help determine when a Major Service Change creates these inequities





## Disparate Impact/Disproportionate Burden Definitions

### Disparate Impact

A policy that appears neutral whose impacts affect racial, ethnic, or national origin groups in a substantially non-neutral way.

Can be *positive* or *negative*:

- **Negative:** Service changes that **take away service** disproportionately used by minority communities OR **fare/fare media changes** that disproportionately negatively impact minority communities
- **Positive:** Service changes that **add service** disproportionately used by non-minority communities OR **fare/fare media changes** that disproportionately benefit non-minority communities

### Disproportionate Burden

A policy that appears neutral that impacts **low-income populations** far more than non low-income populations.

Can be *positive* or *negative*:

- **Negative:** Service changes that **take away service** disproportionately used by low-income communities OR **fare/fare media changes** that disproportionately negatively impact low-income communities
- **Positive:** Service changes that **add service** disproportionately used by non low-income communities OR **fare/fare media changes** that disproportionately benefit non low-income communities



## Determining a DI or DB

- How much will a service change impact **minority** populations relative to **non-minority** populations?
- How much will a service change impact **low-income** populations relative to **non low-income** populations?
- **Percentage thresholds** determine what counts as a Disparate Impact or Disproportionate Burden
  - Thresholds are added or subtracted based on whether a change is *adverse* or *non-adverse*
  - Federal guidance: transit provider thresholds should be “tripped” sometimes

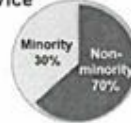


## DI/DB Thresholds: Examples

### Example 1: Adverse Change

- Service area is 30% minority, 20% low-income
- Threshold is +/- 10%
- The transit agency wants to **eliminate** a route (adverse change)
- If **fewer than 40% of riders** on the affected route are minority, or **fewer than 30% of riders** are low-income, the change passes the service equity test

Example Service Area

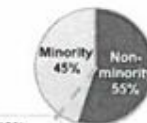


Service Area for a Route with an Adverse Service Change (removing or reducing service)



40% Threshold

✓ Service Change is Equitable



40% Threshold

✗ Service Change is not Equitable

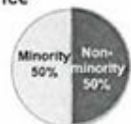


## DI/DB Thresholds: Examples

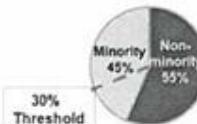
### Example 2: Non-Adverse Change

- Service area is 50% minority, 25% low-income
- Threshold is +/-20%
- The transit agency wants to **add** a new route
- If **more than 30% of potential riders** are minority, and **more than 5% of its potential riders** are low-income, the change passes the service equity test

Example Service Area

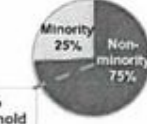


Service Area for a Route with a non-Adverse Service Change (adding or increasing service)



30% Threshold

✓ Service Change is Equitable



30% Threshold

✗ Service Change is not Equitable





## What Happens When a DI or DB is Found?

- When a Service Equity Analysis determines that a proposed Major Service Change will create a Disparate Impact or Disproportionate Burden, it does not mean that a transit provider cannot make this change
- The transit agency can still make the change, if they meet two conditions:
  - ☑ Show the "substantial legitimate justification" for the change
  - ☑ Prove that there are no alternatives that would reduce the harm to the affected community
- The transit provider must provide this documentation as part of its Service Equity Analysis



## FCDOT's DI/DB Policies

### Disparate Impact

A disparate impact occurs when the difference between minority riders and non-minority riders, affected by a proposed service change or fare change, is 10% or greater.

### Disproportionate Burden

A disproportionate burden occurs when the difference between low-income riders and non low-income riders, affected by a proposed service change or fare change, is 10% or greater.





## Poll Question

- Do these DI/DB policies meet the needs of the people you represent?

### DISCUSSION



## Discussion Questions:

- What have you heard from your communities about bus service in Fairfax County?
- What can the County do to make it easier for minority and low-income populations to get around?
- What are the best ways to reach the populations you serve to provide them opportunities to participate in transit planning processes?







County of Fairfax, Virginia

## Public Involvement

- Federal regulations require transit providers to solicit public feedback on its Major Service Change, Disparate Impact, and Disproportionate Burden policies, for *no less than* 30 days
- FCDOT is asking the public to learn more about these policies on our website, and then take the online survey to comment:  
<https://www.fairfaxcounty.gov/connector/titlevi/2020-update>
- Your feedback is important and will be considered as FCDOT finalizes its Title VI Program

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County of Fairfax, Virginia

## Contact Information

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Coordination and Funding Division  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033

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#### APPENDIX D: MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN PROPOSED POLICIES – PUBLIC COMMENT RECEIVED

A public comment period on the proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies was held from June 29, 2020 to July 31, 2020. Members of the public were offered several different ways to provide comment:

- An online survey
- Virtual focus groups for representatives of community organizations serving minority and low-income populations
- A webpage featuring both the proposed written policies as well as a recorded presentation
- video explaining the Major Service Change and Disparate Impact/Disproportionate Burden policies
- Additional one-on-one meeting with representatives of community organizations serving minority and low-income population

A copy of survey and of the presentation used in the focus group and available on the webpage. In-person outreach activities were not possible due to state and local restrictions on public gatherings imposed as a result of the COVID-19 pandemic.

**Figure D.1: Title VI Focus Group Locations**

Date and Time	Location	Public Meeting Attendees
Monday, July 13, 2020; 7:00 PM - 8:00 PM	Zoom Web Conference	One attendee (Chamber of Commerce)
Wednesday, July 15, 2020; 12:00 PM - 1:00 PM	Zoom Web Conference	One attendee (Lorton Community Action Center)
Thursday, July 16, 2020; 12:00 PM - 1:00 PM	Zoom Web Conference	One attendee (Irving Middle School)
Thursday, July 30, 2020; 3:00 PM - 4:00 PM	Zoom Web Conference	Hispanic Chamber of Commerce



### Focus Group Feedback Summary

While just four organizations participated in the focus groups, those that did participate provided substantive feedback regarding Fairfax Connector services. The participants also gained an understanding of how FCDOT developed and will apply the major service change, disparate impact, and disproportionate burden policies. Participants asked clarifying questions about the policies and agreed that the policies should remain as recommended by FCDOT.

All of the participants noted the importance of partnering and having good communication between FCDOT and their community members. Suggestions included: providing information about services offered and service changes to riders at bus stops and other places in the community, in multiple languages; FCDOT participating in activities with the Chamber of Commerce; and FCDOT partnering with the county school system to advertise bus services available to students and parents. Participants also noted specific topics of concern for providing service to minority and low-income residents, including: ensuring that restructuring the bus routes in response to Phase II of the Silver Line opening will not just prioritize commuters traveling to DC over lower-wage workers traveling to jobs along the Dulles Toll Road corridor; Lorton area riders lacking fast and frequent options for traveling to Springfield and Richmond Highway; and, student travel to school and parent travel to work via transit during the COVID-19 pandemic and the difficulties in providing enough capacity to allow for social distancing.

### Public Comments Received via Email or US Postal Service

Similar to the focus group comments, the comments received via email were generally concerned with Fairfax Connector services and not on the proposed policies described above. FCDOT did not receive any comments via the US Postal Service. *Figures D.2 – D.5* show the Title VI Major Service Change Policies Zoom Meetings.

**Figure D.2: Fairfax County Title VI/Major Service Change Policies with Dulles Regional Chamber of Commerce**

Title VI Major Service Change Policies Zoom Stakeholder Conference with Dulles Regional Chamber - 7/13/2020, 7:00 P.M.
<b>Attendance:</b> <ul style="list-style-type: none"><li>• Brent Riddle, FCDOT</li><li>• Benjamin Atsem, FCDOT</li><li>• Stuart Boggs, FCDOT</li><li>• Sandy Brennan, FITP</li><li>• John Boylan, President of the Dulles Regional Chamber of Commerce &amp; Longtime resident<ul style="list-style-type: none"><li>○ Works with Businesses</li><li>○ Interested in transportation and its impact on businesses</li><li>○ Affordable housing is a part of traffic, congestion, transit issues. Long commutes for employees.</li><li>○ He participated in a task force to help address community-based issues.</li></ul></li></ul>



**Meeting Summary:**

- Mr. Boylan provided some comments about lack of bus service to access the Food Pantry. This means that people are taking Ubers or Lyfts to pick up food. This is a challenge too for businesses, like food service businesses, having access to transit to get to work.
- The chamber is a good resource for disaster preparedness as well. He encourages FCDOT to keep the chamber in mind when thinking about transit and how to build partnerships.
- Challenges is with affordable housing being distributed throughout a transit agency's service area means that it is hard to serve these populations.
- He also noted that this is a challenge with the Herndon Reston and Silver Line opening, reorganizing routes to get people to the new Metrorail extensions, then it prioritizes commuters going into DC over commuters going to lower-wage jobs along the Dulles Toll Road (as an example).
- Fairfax Connector goes above and beyond, but for the Dulles corridor, there are a lot of undocumented workers and others working on the I-66 interchange. They walk or bike to and from work. Would like a bus or safer routes for biking and walking. Additional outreach could be done to these communities to notify them about the FCDOT services.
- In Reston and Sterling, there is a lot of mixing between routes and jurisdictions. Would like to see Fairfax Connector connect into the surrounding jurisdictions.
- Route 50, at the edge of Fairfax, there are many people crossing into Fairfax to work/shop here. Stuart said the Transit Services Division has recently kicked off the Centerville-Chantilly study to look at this.
- Mr. Boylan thinks that when Amazon H2Q moves into Arlington will further push businesses and office space out into Fairfax and will further impact commute times. Also, with Amazon building more Data Centers in Chantilly (?) this will further squeeze transit. Transit routes need to be established to address these new employment centers.
- Mr. Boylan also hosts a "Metro Monday" which FCDOT could join. They discuss development around Metro stations and how that is impacting the business and development landscape.
- Meeting ended at 7:55 PM.





**Table D.3: Fairfax County Title VI/Major Service Change Policies with Lorton Community Action Center**

<p>Title VI Major Service Change Policies Zoom Stakeholder Conference with Lorton Community Action Center - 7/15/2020, 12:00 P.M.</p>
<p><b>Attendance:</b></p> <ul style="list-style-type: none"> <li>• Brent Riddle, FCDOT</li> <li>• Benjamin Atsem, FCDOT</li> <li>• Sandy Brennan, Foursquare ITP</li> <li>• Randy White, FCDOT</li> <li>• Linda Patterson, Executive Director for Lorton Community Action Center <ul style="list-style-type: none"> <li>○ Serving low-income households, seniors, veterans.</li> <li>○ Approximately 40% of clients served do not own vehicles.</li> </ul> </li> </ul>
<p><b>Meeting Summary:</b></p> <ul style="list-style-type: none"> <li>• Linda asked: How long does the process last (typically) if you need to address Title VI in a major service change? Randy addressed the timeline question to provide context.</li> <li>• Engagement discussion: Linda mentioned that a lot of the people she serves don't speak English as a first language, do not have consistent access to internet and, in general, have very limited spare time so they do not participate in feedback loops. They often don't know about a service change until it happens and impacts them. To reach them better, FCDOT could go to where they are (bus stops, stations, their apartment complexes, etc.) and they really work better with paper forms of communications (like printed notices or flyers).</li> <li>• The threshold, 10%, seems very reasonable for both low-income and minority measures.</li> <li>• For the people her organization serves, they have expressed concerns about how long it takes to go up Richmond Highway to (?) and to Springfield. Something more frequent or faster or fewer transfers. Especially for those going to Springfield because of the transfers.</li> <li>• Thinks another challenge is that Lorton has some pockets of affordable housing so it's a draw, but then their commutes are longer. When the express bus was added to Richmond Highway, their organization did outreach to info folks so they could use it.</li> <li>• In response, Randy explained the Transit Development Plan (now called a Transit Strategic Plan) process that the county undergoes every five years to look at the network, transfers, ridership, etc. They are now moving to doing it every year but cycling through parts of the County to try to be more proactive to address changing travel patterns and demand.</li> <li>• Brent added that as part of the Strategic Plan for Mobility and Transportation, FCDOT is now thinking about how to bridge gaps through and with other modes (walking/sidewalks, bike infrastructure/trails, etc.).</li> <li>• Meeting ended at 12:55 PM.</li> </ul>



**Table D.4: Fairfax County Title VI/Major Service Change Policies with Irving Middle School**

<p>Title VI Major Service Change Policies Zoom Stakeholder Conference with Irving Middle School – 7/16/20, 12:00 P.M.</p>
<p><b>Attendance:</b></p> <ul style="list-style-type: none"> <li>• Brent Riddle, FCDOT</li> <li>• Benjamin Atsem, FCDOT</li> <li>• Randy White, FCDOT</li> <li>• Lori Zeller, Foursquare ITP</li> <li>• Cindy Conley, FCPS <ul style="list-style-type: none"> <li>○ Principal at Irving Middle School. Some of their students use the bus; interested in how to improve service for students.</li> <li>○ Lori's notes about Irving MS: <ul style="list-style-type: none"> <li>▪ 8100 Old Keene Mill Rd, Springfield, VA 22152</li> <li>▪ FFC 310 serves right in front of school</li> </ul> </li> </ul> </li> </ul>
<p><b>Meeting Summary:</b></p> <ul style="list-style-type: none"> <li>• Cindy: Makes sense overall, though 25% seems high for the threshold for a service change. If it is the trigger, how many changes are done a year, and how many of those meet the trigger point? Is it a realistic number to pull the trigger at?</li> <li>• Randy: Some services have exceeded the threshold which causes the need to do a Service Equity Analysis (SEA). Adding a new route is a 100% increase so the SEA needs to be done. Estimating that since 2014, one third of service changes have triggered the need for conducting SEA.</li> <li>• Brent: In 2014 they did initial modeling to see where a good point was for the trigger point. Can't run a SEA for every service change so they've tried to make a good balance.</li> <li>• Cindy: Makes sense.</li> <li>• Cindy: Thinking about elementary school kids who will be getting out at 4:50 now. Some of them are old enough to ride bus. If ridership will be changing in the fall, with Covid19 going on, it will be important to evaluate how well parents are going to be able to pick up their kids' vs bus changes to take care of kids' transportation. Not sure how much this policy impacts her students, will more impact the parents and their transportation choices.</li> <li>• Brent: How many of students and parents use transit in the Irving MS area?</li> <li>• Cindy: They have some kids that use bus after school but thinking more about colleagues elsewhere in the county.</li> <li>• Randy: Going to need to look at schools they are serving, what are the bell times, so they can make sure there are trips that arrive at school in time for students to make it to class, and trips that pick them up after school. Thinking especially about this in the context of the service changes that will be happening for the new Silver Line.</li> <li>• Cindy: Makes sense, 10% seems reasonable. Likes how there is requirement of showing that there is no harm, and that there are no alternatives, if the service change does go forward.</li> </ul>



- Cindy: Students being able to ride in non-peak hours has been good, families who used it have been appreciative. For middle-school aged students, it is a good option, because the bus drivers are vetted professionals, as opposed to these students taking Uber or Lyft.
- Cindy: Having bus available in more congested areas, like Herndon, McLean, Langley, is really needed because of the traffic. Heard lots of positives from colleagues.
- Cindy: Appreciated the advertising a couple years ago about the Fairfax Connector (FFC). Advertising may have fizzled out. Can they have a partnership to advertise together more? Especially thinking of the context of minority and low-income families; many parents will be working come fall, and not all kids can be driven to school. Can there be more promotion of what FFC can offer students in getting to school in a safe way?
- Cindy: School is a good way to reach community with messages from the county, through the students. Also, grocery stores, churches, and more. Need to provide a ton of information out there for people.
- Brent: Part of the Title VI program is the Public Participation Plan (PPP), where we look at how do we reach people who don't have digital access, or are Limited English Proficient (LEP) populations, what languages do we translate materials into, how do we make sure that we are able to proactively get input from all Title VI populations? So, your comments are very relevant.
- Cindy: Hand out a bottle of hand sanitizer and a map of nearby buses! A lot of the kids in school are going to be of parents who have to be out of the house for work, and whether it is because of income or not, they are worried about how transportation will look for them.
- Brent: The school system has good resources for reaching out to families speaking all different languages.
- Randy: How will the logistics work for in-person and distance learning?
- Cindy: Monday is up in the air-- either will be all virtual or special populations come in. 684 students have opted to come into the school, so half will come in each for two days a week, dividing by last name. Same for all schools in the division. Tues and Thurs A-K, Wed and Fri L-Z.
- Randy: FCDOT will have to look at this to see if certain extra vehicles will need to run to meet the need of students getting to school. 40ft bus has 39 passenger seats. Lose half of the seating capacity.
- Cindy: Same thing has happened for the division. But there may be more kids with A-K or L-Z, so it will not be exactly half. Not sure how it will work. Only up to 25 students can be on a bus with the social distancing requirements. FFC may need to supplement.
- Randy: FFC also only stops at marked bus stops, and they won't be able to just add in extra stops to serve students.
- Cindy: Reach populations through getting participation of business, school, and church leaders.
- Meeting ended at 12:53 PM.





**Table D.5: Title VI Major Service Change Policies Zoom Stakeholder Conference with Hispanic Chamber of Commerce of Northern Virginia**

<p>Title VI Major Service Change Policies Zoom Stakeholder Conference with Hispanic Chamber of Commerce of Northern Virginia – 7/30/20, 3:00 P.M.</p>
<p><b>Attendees:</b></p> <ul style="list-style-type: none"> <li>• Hypatia Lorena Rios, President, Hispanic Chamber of Commerce of Northern Virginia</li> <li>• Benjamin Atsem, Fairfax County Department of Transportation</li> <li>• Stuart Boggs, Fairfax County Department of Transportation</li> <li>• Brent Riddle, Fairfax County Department of Transportation</li> </ul>
<p><b>Meeting Summary:</b></p> <ul style="list-style-type: none"> <li>• Ms. Rios introduced herself and noted that she is the president of the Hispanic Chamber of Commerce, a member of a TPB Advisory Committee, and sits on the Access for All Committee. As part of her introductory comments she noted that housing and transportation are linked.</li> <li>• Mr. Riddle then gave a PowerPoint presentation on the proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies. He noted that the purposed of this meeting, as well as of the previous stakeholder meetings was to solicit input on the proposed policies.</li> <li>• Mr. Riddle described how the Title VI program’s foundation is the Civil Rights Act of 1964. He provided an overview of the history of Federal civil rights laws and described the elements of the Title VI Plan. He defined what was meant by a major service change and how the Federal Transit Administration allows agencies to set their specific Title VI thresholds and outreach/consultation policies.</li> <li>• Ms. Rios asked what data is used in the Title VI analysis.</li> <li>• Mr. Boggs described the data used by the Transit Services Division (TSD) planning staff in the analysis, including socio-economic data from the United States Census, as well as ridership, bus loads, on time performance, travel times, and service headways from Fairfax Connector’s fleet Intelligent Transportation System (ITS).</li> <li>• M. Rios asked if the County was planning any service cuts.</li> <li>• Mr. Riddle replied that no service cuts were planned. He noted that the current service reductions were the result of COVID-19 and would be reinstated in late August.</li> <li>• Ms. Rios suggested that the County may not want to be in a hurry to ramp up bus service since COVID-19 is still impacting ridership.</li> <li>• Mr. Riddle then provided an overview of the service equity analysis undertaken by TSD with each proposed Fairfax Connector service change. He discussed the Disparate Impact/Disproportionate Burden policies and how impacts are evaluated regarding minority and non-minority populations. He noted what process TSD follows when a DI/DB is found, with the County required to identify mitigation measures that can be implemented to address the identified impact. Where mitigation is not feasible, he noted that a change could still be implemented if there is a compelling issue that would justify implementing the change.</li> <li>• Ms. Rios observed that she felt she was not equipped to render an opinion on the</li> </ul>



proposed DI/DB thresholds but would take the on-line survey and promote the link to her membership.

- There being no further discussion, the meeting was adjourned.

## APPENDIX E: FCDOT Title VI Online Survey Results Overview

### FCDOT Title VI Survey Results

#### About

This spreadsheet contains the results of the FCDOT Title VI survey conducted in June-July, 2020. FCDOT offered an online survey in 11 different languages, including English, Spanish, Korean, Amharic, Vietnamese, Tagalog, Chinese, Farsi, Hindi, Urdu, and Arabic. Using examples to make the concepts more accessible, the survey described FCDOT's current Major Service Change, Disparate Impact, and Disproportionate Burden policies and asked survey takers to provide their opinions about them through multiple-choice questions. Survey takers were also provided the opportunity to provide open ended

#### Table of Contents

Tab Name	Dependencies	Description
<b>Raw Results</b>		Combined results from all four languages which had respondents. Data has been cleaned to remove irrelevant or empty fields, and to remove responses with zero answers. Responses in non-English languages have been translated into English, while also maintaining the original language text.
<b>Response tally by language</b>		Tally of responses by language, including complete and partial responses.
<b>Questions</b>		Question text
<b>Q1 Q2</b>	Pivot table based on Raw Results	Analysis of Q1 and Q2
<b>Q4 Q5</b>	Pivot table based on Raw Results	Analysis of Q4 and Q5
<b>Q6 Q7</b>	Pivot table based on Raw Results	Analysis of Q6 and Q7

#### Help/Questions

You may direct questions to:

Lori Zeller  
Senior Transportation Planner  
lzeller@foursquareitp.com  
301-655-9058

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Figure E.1: Survey Response Tally by Language

<b>Language</b>	<b>Complete</b>	<b>Partial</b>	<b>Total</b>
English	92	15	107
Chinese	1	1	2
Spanish	1	0	1
Hindi	1	0	1
Korean	0	0	0
Vietnamese	0	0	0
Tagalog	0	0	0
Farsi	0	0	0
Urdu	0	0	0
Arabic	0	0	0
Amharic	0	0	0
<b>Total</b>	<b>95</b>	<b>16</b>	<b>111</b>

**Figure E.2: Survey Questionnaire for MSC or DI/DB Response Tally by Language**

Question	MSC or DI/DB	Question Text
Q1	MSC	If a Fairfax Connector route adds or removes 25 percent of its revenue service hours, should this be considered a Major Service Change? For example, a bus route that had operated from 8:00 AM to 8:00 PM (12 hours of service per day) will now operate from 8:00 AM to 5:00 PM (9 hours of service per day). Should this be considered a Major Service Change?
Q2	MSC	If a Fairfax Connector route adds or removes 25 percent of its revenue service miles, should this be considered a Major Service Change? For example, a bus that had operated a 12-mile route is shortened, so the route is now only 9 miles long. Should this be considered a Major Service Change?
Q3	MSC	Do you have any other comments you would like to offer about Fairfax Connector's Major Service Change policy?
Q4	DI/DB	The Fairfax Connector service area is made up of about 47 percent minority residents. With this in mind, do you agree or disagree with this statement? A service change that reduces service does not disparately impact minority riders if less than 57 percent (47 plus 10) of affected riders are minority riders.
Q5	DI/DB	The Fairfax Connector service area is made up of about 47 percent minority residents. With this in mind, do you agree or disagree with this statement? A service change that adds service does not disparately impact minority riders if at least 37 percent (47 minus 10) of affected riders are minority riders.
Q6	DI/DB	The Fairfax Connector service area is made up of about 18 percent low-income residents. With this in mind, do you agree or disagree with this statement? A service change that reduces service does not disproportionately burden low-income riders if less than 28 percent (18 plus 10) of affected riders are low-income riders.
Q7	DI/DB	The Fairfax Connector service area is made up of about 18 percent low-income residents. With this in mind, do you agree or disagree with this statement? A service change that adds service does not disproportionately burden low-income riders if at least 8 percent (18 minus 10) of affected riders are low-income riders.
Q8	DI/DB	Do you have any other comments you would like to offer about Fairfax Connector's disparate impact or disproportionate burden policies?

**Figure E.3: Survey Question 1 and 2 Count**

Q1			
Row Labels	Count of Response ID	raw	%
I'm Not Sure	6	6	5%
No	9	9	8%
Yes	96	96	86%
(blank)			
Grand Total	111	111	
Q2			
Row Labels	Count of Response ID	raw	%
I'm Not Sure	10	10	9%
No	14	14	13%
Yes	87	87	78%
(blank)			
Grand Total	111	111	

**Figure E.4: Survey Question 4 and 5 Count**

Q4			
Row Labels	Count of Response ID	raw	%
Agree	29	29	28%
Disagree	51	51	49%
Neither Agree nor Disagree	24	24	23%
(blank)	7		
Grand Total	111	104	
Q5			
Row Labels	Count of Response ID	raw	%
Agree	42	42	42%
Disagree	36	36	36%
Neither Agree nor Disagree	23	23	23%
(blank)	10		
Grand Total	111	101	



**Figure E.5: Survey Question 6 and 7 Count**

Q6			
Row Labels	Count of Response ID	raw	%
Agree	34	34	35%
Disagree	47	47	48%
Neither Agree nor Disagree	16	16	16%
(blank)	14		
Grand Total	111	97	
Q7			
Row Labels	Count of Response ID	raw	%
Agree	45	45	46%
Disagree	33	33	34%
Neither Agree nor Disagree	19	19	20%
(blank)	14		
Grand Total	111	97	

**Figure E.6 – Survey Question 8 – Open Ended Responses**

I know that 10% is an easy rule of thumb, but I'm not sure it's an accurate representation of true "disproportionate" or "disparate" impacts. If there's a 9% difference, that's still a huge disproportionate difference to the people affected. Given Fairfax County's huge population size of over 1 million, we could be talking about 10s of thousands of people affected. Technically, it should be weighted and analyzed for statistical significance. If a rule of thumb must be used though, perhaps 5% or 7% should be used instead. Thanks for looking into this!
No
I'm a low-income person. I work part time and cannot afford high fees on the bus. Please don't raise the bus fares or change the route 950 to Herndon and Reston please, it would be a burden on me to walk or get a cab. Please help me to stay on my bus route. Thank you.
No
keep the same if you can
I prefer relative percentages to absolute ones. A 10 percentage point change to an 18% base is relatively greater than same change to a 45% base.
Any change that reduces availability for low income riders is not appropriate. Changes should be made to reduce adverse impacts on low income riders by reducing routes that serve higher income riders to gain financial efficiencies.
This survey was very confusing. You did not do a good job of explaining the questions. I think if there is one poor person who needs service to be available, that we should do what we can to provide it. As an elderly person, I would not want to wait on the corner for a bus that was not coming.
It is impossible to make a rational decision since the threshold values have no explanation for their selection. Perhaps the best approach is to treat the whole county the same and stop segregating it into groups.
Not clear what the impacts presented would result in what action. Think you are making the whole thing too complicated. If changes are needed make them to provide the best service possible at the lowest cost period.
I think 10% is too high and you should consider 5% or 7.5% thresholds instead.
I think the entire bus connector system is outdated. A waste of time for anyone who uses the system having to wait for the bus or a connection especially in adverse weather. I say develop a system that utilizes the current taxi/Uber/Lyft transportation systems. Vouchers or some other form of reimbursement for services. Riders could call a central dispatch for pickup services rather than trudging to the nearest bus stop to wait for transportation.
The effect of changes in public transportation disproportionately affects lower income residents not only based on numbers or percentages of users but based on alternatives available to these riders.
Why can't every area be serviced commensurate with the needs of the respective community? Third shift folks need transportation to and from as well.
no

Good grief! I have a college degree and I could NOT figure out what the heck those pie charts were trying to represent! HORRIBLE design! Horrible wording of survey questions (I design surveys!). If you want to say "Do you think weighting low-income areas in favor of fewer cuts to service is the right thing to do?" THEN SAY THAT! Because, yes I do! I suspect that low income areas are more likely to use public transport in Fairfax. Therefore, I would expect it to count more in terms of usage.
The complete removal of a route that services predominately low-income areas.
Fairfax needs to prioritize low income residents, people with disabilities, and Black and Brown residents in making these decisions. They need to be at the table and have their needs placed first. That would be equitable.
I just want to be sure that the routes that connect the areas of lower income/minority ridership still have vital and viable options when it comes to the amount of routes and schedules available to them getting to the places that help them make a living. I grew up riding the public bus and I wholeheartedly understand changes that have to be made from a revenue perspective but how important a service the local bus provides. I just want to make sure the overall effect isn't diminished.
no
adding service supports riders. removing service affects riders. these are no brainers or should be folks
The burden will always be disproportionate. Please try harder to reduce that burden for all marginalized and underrepresented groups.
No
I think it does not matter what the service _area_ of the FC includes but what the _ridership_ statistics might be. Sure, only 18% of the population of the service area is low income, but how many of the riders are low income? I'm sure it's a significantly higher percentage and THAT is a more important number to look at. The service area only tells you a small amount of information, if Fairfax County is 18% low income but the ridership is 58% low income, then you have to make the impact decisions based on a much smaller incremental change because your ridership will be impacted at greater numbers in total.
They survey questions are biased.
No.
I did not understand your convoluted question.
Not now
No
暂无

CONSIDERATION – 1

Approval of the Proposed Bylaws for the Fairfax County Human Rights Commission

ISSUE:

Approval of the Bylaws for the Fairfax County Human Rights Commission (HRC).

TIMING:

Board consideration is requested on September 29, 2020, so the Bylaws can become effective.

BACKGROUND:

The Fairfax County Office of Human Rights and Equity Programs (OHREP) recently conducted a comprehensive review of Chapter 11 of the Fairfax County Code, which consists of the Human Rights Ordinance (HRO) and the Fairfax County Fair Housing Act (FCFHA). The HRO and the FCFHA were last amended in 2010.

During the 2020 Session, the Virginia General Assembly passed SB 868 which was signed by the Governor on April 11, 2020, and HB 6, which was signed by the Governor on March 27, 2020. Both of these measures took effect on July 1, 2020.

SB 868 prohibits discrimination in private employment on the basis of sexual orientation and gender identity. Additionally, the bill (a) prohibits discrimination in public accommodations on the basis of sexual orientation, gender identity, or status as a veteran; (b) prohibits discrimination in credit on the basis of sexual orientation, gender identity, pregnancy, childbirth or related medical conditions, disability, and status as a veteran; and (c) adds discrimination on the basis of an individual's sexual orientation, gender identity, or status as a veteran as an unlawful housing practice.

HB 6 adds discrimination on the basis of a person's source of funds to the list of unlawful discriminatory housing practices. The bill defines "source of funds" as any source that lawfully provides funds to or on behalf of a renter or buyer of housing, including any assistance, benefit, or subsidy program, whether such program is administered by a governmental or nongovernmental entity. OHREP proposes amendments to Chapter 11 of the County Code that incorporate all further protections against discrimination provided under SB 868 and HB 6.

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In 2017, the General Assembly passed a series of revisions to the Virginia Fair Housing Law (VFHL) adding detail regarding the reasonable accommodation process generally consistent with federal regulations and guidance, with a particular emphasis on the use of “assistance animals” that provide assistance or emotional support to persons with a disability. The 2017 amendments to the VFHL provide further clarity as to the process by which reasonable accommodation requests are to be made and reviewed. OHREP proposes to incorporate these provisions into the FCFHA.

The proposed changes will bring the FCFHA into compliance with the Federal Fair Housing Act (FHA) and the VFHL regarding exemptions to the general prohibition against housing discrimination by negating the application of the exemption when discriminatory statements or advertisements are made or published in connection with the sale or rental of housing as well as restrictive covenants that purport to discriminate based on a protected class. Further, the proposed amendment to FCFHA, consistent with the VFHL and federal FHA, contains an exemption from the prohibition on discrimination on the basis of familial status for “housing for older persons.” If adopted, the recodification shall be effective retroactive to July 1, 2020, to ensure full compliance with SB 868 and HB 6.

In conjunction with the amendments to Article 11 of the Fairfax County Code, the Human Rights Commission proposes Bylaws regarding the procedures for the operation of the Commission. Specifically, these bylaws concern:

- ARTICLE I – NAME  
(Fairfax County Human Rights Commission)
- ARTICLE II -- PURPOSE  
(Promotion of Compliance with Federal and State Anti-Discrimination Laws within Fairfax County)
- ARTICLE III – MEMBERSHIP AND TERM OF OFFICE  
(Appointments, Resignation and Vacancies, Holdovers)
- ARTICLE IV – OFFICERS AND THEIR DUTIES  
(Elections, Chairperson, Vice-Chairperson, Secretary, Replacement Officers)
- ARTICLE V – MEETINGS  
(Virginia Freedom of Information Act, Notice and Agenda, Frequency, Panels, Voting, Conduct, Public Access, Records, Attorney-Client Privilege)
- ARTICLE VI – ATTENDANCE AND PARTICIPATION
- ARTICLE VII -- REMOVAL
- ARTICLE VIII – COMMITTEES  
(Standing, Special)
- ARTICLE IX – COMPLIANCE WITH LAW AND COUNTY POLICY
- ARTICLE X – AMENDMENT OF BYLAWS

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On Wednesday, September 2, 2020, the Commission voted unanimously to approve the Bylaws as written in Attachment 1. The Bylaws of the Fairfax County Human Rights Commission require Board approval.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1: Proposed Bylaws of the Fairfax County Human Rights Commission

STAFF:  
Kenneth Saunders, Director, Office of Human Rights and Equity Programs

ASSIGNED COUNSEL:  
Benjamin R. Jacewicz, Assistant County Attorney  
Ryan Wolf, Assistant County Attorney

**BYLAWS OF THE FAIFAX COUNTY HUMAN RIGHTS COMMISSION****ARTICLE I – NAME**

The name of this organization is the Fairfax County Human Rights Commission, hereinafter referred to as the “Commission.”

**ARTICLE II – PURPOSE**

The Commission has been established by the Board of Supervisors of Fairfax County, Virginia (“Board of Supervisors”), pursuant to Virginia law for the purpose of promoting compliance with federal, state, and local anti-discrimination laws within the County.

These bylaws are effective as of September 29, 2020, of these bylaws’ adoption by the Board of Supervisors.

**ARTICLE III – MEMBERSHIP AND TERM OF OFFICE**

Appointments. Membership and appointments to the Commission shall be made by the Board of Supervisors, and members shall serve for terms of three years.

Resignations and Vacancies. In the event a member cannot serve or resigns from office, then the Chairperson or the Director of the Office of Human Rights and Equity Programs (“OHREP”) shall advise the Clerk for the Board of Supervisors of the vacancy in writing.

Holdovers. In the event a member completes his or her term of office, remains qualified to serve as a member, and the Board of Supervisors has not reappointed that member to another term or appointed a successor member, then that person may continue to serve until such time as the member is reappointed or a successor member is appointed.

**ARTICLE IV – OFFICERS AND THEIR DUTIES**

Elections. The Commission shall be served by three officers: a Chairperson, a Vice-Chairperson, and a Secretary. The Chairperson shall be elected in accordance with the voting provisions of Article V by the Commission members annually and such election shall be scheduled at the first meeting in September of each calendar year. Two months prior to the election meeting, a slate of candidates shall be nominated during a meeting held pursuant to Article V. After nomination, each candidate shall be polled on his or her willingness and ability to serve as Chairperson of the Commission. At the election meeting, the Chairperson shall be elected from among the willing nominees in accordance with the voting provisions of Article V. At the meeting immediately following the election of the Chairperson, the Chairperson shall nominate the Vice Chairperson and Secretary. After nomination, each candidate shall be polled on his or her willingness and ability to serve as an officer of the Commission. The Vice



Chairperson and Secretary shall then be elected from among the willing nominees in accordance with the voting provisions of Article V.

Chairperson. The Chairperson presides over meetings of the Commission and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to the Commission members and to request assistance from OHREP staff.

Vice-Chairperson. In the absence of the Chairperson at a meeting, the Vice-Chairperson shall perform the duties and exercise the powers of the Chairperson. In the event that neither the Chairperson nor the Vice-Chairperson is available, the member present with the longest tenure on the Commission shall act as Chairperson.

Secretary. The Secretary, or a duly appointed agent, shall be responsible for recording the minutes of meetings.

Replacement Officers. If an office becomes vacant for any reason, it shall be filled by an election at the next regular meeting having a majority of members present. The newly elected officer shall complete the unexpired term of the officer succeeded. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.

## **ARTICLE V – MEETINGS**

VFOIA. All meetings shall be open to the public except as provided under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*, as amended ("VFOIA"). Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through electronic communication means pursuant to § 2.2-3708.2, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. The Commission may hold public hearings and report its findings to the Board of Supervisors on the Commission issues that affect the public interest.

Notice and Agenda. Notice and the agenda of all meetings shall be provided as required under the VFOIA. All meetings shall be preceded by properly posted notice stating the date, time, and location of each meeting. Notice of a meeting shall be given at least three working days prior to the meeting. Notice of emergency meetings, reasonable under the circumstances, shall be given contemporaneously with the notice provided to [insert short name] members. Notices of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site. All meetings shall be conducted in public places that are accessible to persons with disabilities.

Frequency. The Commission shall meet on the first and third Wednesday of each month or as determined by the Chairperson. Meetings shall be held at a time agreed to by a majority of Commission members, and at a place arranged by OHREP staff.

96 Panels. If the Commission Chairperson determines there is unlikely to be a quorum at an  
97 upcoming meeting of the Commission, then the Commission Chairperson shall appoint a  
98 panel consisting of three members of the Commission, sitting as the Commission, to (1)  
99 hear and decide appeals of the Director's "no cause" determinations under the Fairfax  
100 County Human Rights Ordinance ("Appeal"), (2) receive Final Investigative Reports and  
101 make determinations as to whether reasonable cause exists under the Fairfax County Fair  
102 Housing Act ("Cause Determination"), and (3) approve conciliation agreements under  
103 both the Fairfax County Human Rights Ordinance and the Fairfax County Fair Housing  
104 Act ("Conciliation Agreement"). Panels will meet on the first and third Wednesday of  
105 each month, as needed, to hear and decide the above-specified matters. A simple  
106 majority of panel members (a minimum of two votes) is necessary for a panel to take any  
107 action.

108  
109 The Chairperson will appoint a panel based on a randomized schedule maintained by  
110 OHREP. When an Appeal(s), Cause Determination(s), and/or Conciliation Agreement(s)  
111 is scheduled, the first three Commissioners on the schedule will be contacted before the  
112 scheduled panel-as-Commission meeting to hear and decide these matters. If a  
113 Commissioner is unable to participate in a panel for which he/she has been selected, the  
114 next available member on the schedule will be contacted, and so on until three  
115 Commissioners are appointed to the panel. When a last-minute absence of a scheduled  
116 panel member cannot be avoided, a meeting cannot be conducted by a panel unless the  
117 next available member on the schedule is able to attend that meeting and serve on the  
118 panel. If a scheduled meeting does not take place because of unforeseen circumstances  
119 or if an Appeal(s), Final Investigative Report(s), and/or Conciliation Agreement(s) is  
120 settled or withdrawn prior to the scheduled meeting, the panel members assigned to hear  
121 and decide the item(s) at that meeting will be assigned to the next scheduled panel. Once  
122 each Commissioner has been selected from the schedule to serve on a panel, the  
123 Commissioners will again be randomly assigned to a new schedule.

124  
125 Voting. A quorum is necessary for a vote. A majority of the membership of the  
126 Commission shall constitute a quorum. In making any recommendations, adopting any  
127 plan, or approving any proposal, action shall be taken by a majority vote of Commission  
128 members present and voting. Upon the request of any member, the vote of each member  
129 on any issue shall be recorded in the minutes. All votes of Commission members shall be  
130 taken during a public meeting, and no vote shall be taken by secret or written ballot or by  
131 proxy. Vacancies in the Commission shall not impair the authority of the remaining  
132 members to exercise all powers and duties of the Commission.

133  
134 Conduct. Except as otherwise provided by Virginia law, County ordinance, or these  
135 bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order,*  
136 *Newly Revised*, and except as specifically authorized by the VFOIA, no meeting shall be  
137 conducted through telephonic, video, electronic, or other communication means where  
138 the members are not all physically assembled to discuss or transact public business.

139  
140 Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and,  
141 unless exempt under the VFOIA, all materials furnished to Commission members shall  
142 be made available for public inspection at the same time such documents are furnished to  
143 Commission members. Pursuant to the VFOIA, any person may photograph, film,

record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any Commission proceedings.

Records. The Secretary or an appointed representative shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. OHREP shall provide staff support to review and approve records and minutes of the meeting.

Attorney-Client Privilege. Records containing legal advice from counsel to the Commission, and advice provided in closed session by legal counsel to the Commission, are protected by the attorney-client privilege and from disclosure under the VFOIA. Any such records or advice should not be disclosed by members of the Commission to any third party, or the privilege against disclosure may be waived. Questions regarding the handling of records or advice subject to attorney-client privilege should be directed to the Commission's legal counsel.

## **ARTICLE VI - ATTENDANCE AND PARTICIPATION**

Any Commission member who misses three consecutive meetings or more than half of the scheduled meetings within a 12-month period, or who fails to participate in the work of the Commission without good cause acceptable to a majority of the other Commission members may be subject to removal from the Commission.

## **ARTICLE VII - REMOVAL**

Any Commission member(s) may be recommended to the Board of Supervisors for removal from the Commission for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all of Commission members. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from Commission as provided by law.

## **ARTICLE VIII – COMMITTEES**

Standing. The Chairperson may appoint standing committees and a chairperson for each with the consent of a majority of Commission members present and voting.

Special. The Chairperson may appoint special committees and a chairperson for each with the consent of a majority of Commission members present and voting.

All meetings of any such committees shall comply with the notice and other requirements of the VFOIA. To the extent practicable, any such committees shall be composed of at least four members. Committee meetings may be held at the call of the Chairperson or at the request of two members, with notice to all members.

## **ARTICLE IX – COMPLIANCE WITH LAW AND COUNTY POLICY**

192  
193 The Commission shall comply with all Virginia laws, including, but not limited to, the  
194 VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia  
195 Code § 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County  
196 policies concerning the activities of its boards, authorities, and commissions. In case of a  
197 conflict between a provision of these bylaws and any applicable ordinance or law, the  
198 provisions of the applicable ordinance or law, as the case may be, shall control.  
199

200 **ARTICLE X – AMENDMENT OF BYLAWS**  
201

202 These bylaws may be amended by the Commission by adopting the proposed amendment  
203 or amendments and by presenting those proposed changes for approval to the Board of  
204 Supervisors. Any such amendments to bylaws shall become effective upon approval by  
205 the Board of Supervisors.

INFORMATION - 1

Contract Award – Wastewater Utility Management Plan, RFP 2000003016

The Department of Procurement and Material Management (DPMM) issued a formal Request for Proposal (RFP2000003016) to establish a 5-year term contract to develop a Wastewater Utility Management Plan requested by the Department of Public Works and Environmental Services to include the following but not limited to: Strategic Planning for System and Operation, System Capacity and Flow Routing Review and Sustainability Planning, System Condition Analysis and Risk Based Capital Improvement Planning Development, Scenario Selection, Optimization, and Recommendations, Final Report and Dynamic Utility management Platform, and General Services.

The RFP was publicly advertised in accordance with the requirements of Fairfax County Purchasing Resolution. The County received five (5) responsive proposals (listed below). The Selection Advisory Committee (SAC), appointed by the Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the evaluation of the proposals, the SAC negotiated with one offeror and recommended a contract be awarded to Black and Veatch.

The Department of Tax Administration verified that the selected firms are not required to have a Fairfax County Business, Professional, and Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the Purchasing Agent will proceed to award contracts as indicated above. These contracts will commence on Date of Award to completion of the project (possible 5 years). The total estimated cost is approximately \$3,630,503.37.

List of Offerors:

1. CDM Smith
2. Carollo Engineers
3. Black and Veatch
4. HDR Inc
5. AECOM

FISCAL IMPACT:

Services rendered through these contracts are paid directly by the departments and agencies requesting the services. The Department of Public Works and Environmental

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Services verifies the department or agency has sufficient funding for services before work is approved.

ENCLOSED DOCUMENTS:

None.

STAFF:

Joseph Mondoro, Chief Financial Officer

Cathy A. Muse, Director, Department of Procurement and Material Management

Randy Bartlett, Director, Department of Public Works and Environmental Services

Stacey Smalls, Director, Wastewater Collection Division, Department of Public Works and Environmental Services

INFORMATION - 2

County Holiday Schedule – Calendar Year 2021

A proposed calendar year 2021 Holiday Schedule for Fairfax County Government is attached. Traditionally, County employees are authorized 11.5 holidays in each calendar year, and every fourth year when Inauguration Day falls Monday through Friday, there are 12.5 holidays. Additionally, because January 1, 2022, falls on a Saturday, the 2022 New Year's Day holiday will be observed on December 31, 2021, which would give County employees 13.5 holidays in calendar year 2021.

During calendar year 2020, there were several initiatives to update our holiday schedule. Therefore, the proposed schedule recognizes an additional holiday, Juneteenth, celebrated on June 19 to commemorate the end slavery in the United States. Additionally, the proposed schedule includes Election Day as an annual holiday. To partially offset these additional holidays, the Columbus Day holiday was removed. With these changes, there are 14.5 holidays in calendar year 2021.

For comparison, the proposed holiday schedule for 2021 lists the holidays for Federal Government, the Commonwealth of Virginia, and the Fairfax County Public Schools. State employees, the Sheriff's Office and the Courts observe the Commonwealth of Virginia designated holidays.

Unless otherwise directed by the Board of Supervisors, the enclosed will be adopted as the holiday schedule for calendar year 2021.

After the holiday schedule is adopted, the Department of Human Resources will move forward with the process to update the Personnel Regulations to reflect these changes.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Holiday Schedule – 2021

STAFF:

Bryan J. Hill, County Executive  
Catherine M. Spage, Director, Department of Human Resources



## Proposed Holiday Schedule – Calendar Year 2021

HOLIDAY	OBSERVED DAY - DATE	FAIRFAX COUNTY GOVERNMENT	FAIRFAX COUNTY PUBLIC SCHOOLS *	COMMONWEALTH OF VIRGINIA	FEDERAL GOVERNMENT
New Year's Day	Friday Jan 1, 2021	X	X	X	X
Martin Luther King, Jr.'s Day	Monday Jan 18	X	X	X	X
Inauguration Day	Wednesday Jan 20	X	regular work day	regular work day	regular work day
George Washington's Day/Presidents' Day	Monday Feb 15	X	X	X	X
Memorial Day	Monday May 31	X	X	X	X
Juneteenth	Friday June 18	X	regular work day	Proposed holiday	regular work day
Independence Day	Monday July 5	X	X	X	X
Labor Day	Monday Sept 6	X	X	X	X
Election Day	Tuesday Nov 2	X	regular work day	X	regular work day
Columbus Day	Monday Oct 11	regular work day	regular work day	X	X
Veterans Day	Thursday Nov 11	X	regular work day	X	X
Additional Time Off	Wednesday Nov 24	regular work day	regular work day	4.0 hours additional time off	regular work day
Thanksgiving Day	Thursday Nov 25	X	X	X	X
Day After Thanksgiving	Friday Nov 26	X	X	X	regular work day
Christmas Eve	Thursday Dec 23	X (half day)	X	8.0 hours additional time off	regular work day
Christmas Day	Friday Dec 24	X	X	X	X
New Year's Day 2022	Friday Dec. 31	X	X	X	X
Total Holidays		14.5	11	14.5	11

\*The actual dates of some holidays may change to accommodate the student calendar.

Board Agenda Item  
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3:30 p.m.

Public Hearing on PCA 86-W-001-13/CDPA 86-W-001-04 (Board of Supervisors of Fairfax County) to Amend the Proffers and Conceptual Development Plan for RZ 86-W-001, Previously Approved for Governmental Center, Office, Commercial, and Residential, to Permit a Public Facility and Associated Modifications to Proffers and Site Design at a Floor Area Ratio of 0.078, Located on Approximately 0.99 Acres of Land Zoned PDC (Braddock District) (Concurrent with PCA 87-S-039-07 and CDPA 87-S-039-02)

and

Public Hearing on PCA 87-S-039-07/CDPA 87-S-039-02 (Board of Supervisors of Fairfax County) to Amend the Proffers and Conceptual Development Plan for RZ 87-S-039, Previously Approved for a Mixed-Use Development, to Permit a Public Facility and Associated Modifications to Proffers and Site Design at a Floor Area Ratio of 0.078, Located on Approximately 2.83 Acres of Land Zoned PDC (Braddock District) (Concurrent with PCA 86-W-001-13 and CDPA 86-W-001-04)

This property is located on the S. side of Random Hills Rd. and N. side of Monument Dr. Tax Map 56-1 ((15)) 4.

This property is located on the S. side of Random Hills Rd., W. side of Government Center Pkwy. And N. side of Monument Dr. Tax Map 56-1 ((1)) 47C.

PLANNING COMMISSION RECOMMENDATION:

On September 16, 2020, the Planning Commission voted 12-0 to defer the public hearing on these applications to November 4, 2020. The Planning Commission's recommendation will be forwarded upon decision.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)  
Zach Fountain, Planner, DPD

Board Agenda Item  
September 29, 2020

3:30 p.m.

Public Hearing on RZ 2018-PR-010 (JRS@Tysons, LLC) to Rezone from C-5, SC and HC to PTC, SC and HC to Permit Mixed-Use Development with an Overall Floor Area Ratio of 6.28, Which Includes Bonus Density for Workforce Housing, and Approval of the Conceptual Development Plan, Located on Approximately 1.1 Acres of Land (Providence District)

This property is located on the N. side of Watson St. approx. 130 ft. W. of International Dr. Tax Map 29-4 ((2)) 21, 21A and 22.

PLANNING COMMISSION RECOMMENDATION:

On September 16, 2020, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2018-PR-010 and the associated Conceptual Development Plan, subject to the execution of proffered conditions consistent with those dated August 25, 2020;
- Waiver of Par. 1 of Sect. 6-506 of the Zoning Ordinance to permit a minimum district size of less than 10 acres for a PTC zoned parcel;
- Modification of Sect. 11-201 and Sect. 11-203 of the Zoning Ordinance to reduce the five required loading spaces to the two as shown on the CDP; and
- Alignment of the future connector not be set specifically with this application, but rather allow flexibility for adjustments with future applications.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kelly Posusney, Planner, DPD

Board Agenda Item  
September 29, 2020

3:30 p.m.

Public Hearing on PCA 84-L-020-27/CDPA 84-L-020-08 (Kingstowne Parcel O LP) to Amend the Proffers and Conceptual Development Plan for RZ 84-L-020, Previously Approved for Mixed-Use Development, to Permit Residential Development and Associated Modifications to Proffers and Site Design at a Density of 46 Dwelling Units per Acre, Located on Approximately 7.15 Acres of Land Zoned PDC and NR (Lee District)

This property is located on the S. side of Kingstowne Blvd., E. side of Kingstowne Village Parkway and N. side of Kings Centre Dr. Tax Map 91-2 ((1)) 32F.

PLANNING COMMISSION RECOMMENDATION:

On July 29, 2020, the Planning Commission voted 11-0 (Commissioner Sargeant recused himself from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 84-L-020-27, subject to the execution of proffered conditions consistent with those dated July 20, 2020;
- Approval of CDPA 84-L-020-08;
- Modification to the use limitations of Par. 5 of Sect. 6-206 of the Zoning Ordinance to exceed the 50 percent maximum amount of dwellings as a secondary use relative to the gross floor area of all principal uses in the development;
- Modification of transitional screening requirements, in accordance with Par. 1 of Sect. 13-305 of the Zoning Ordinance; and
- Approval of a parking reduction request, 6105-PKS-011-02, pursuant to Par. 5.D. of Sect. 11-102 of the Zoning Ordinance based on the proximity of a mass transit facility, and subject to the conditions found in Appendix 10 of the Staff Report dated October 30, 2019.

In a related action, the Planning Commission voted 11-0 (Commissioner Sargeant recused himself from the vote) to approve FDPA 84-L-020-02-16, subject to the Final

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Development Plan Amendment conditions dated July 16, 2020, and the Board of Supervisors' approval of PCA 84-L-020-27 and CDPA 84-L-020-08.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Katelyn Quinn, Planner, DPD

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3:30 p.m.

Public Hearing on RZ 2019-HM-011 (Sakthivel Chinnasamy and Nandakumar Sreenivasan) to Rezone from R-1 to R-3 to Permit Residential Development with a Total Density of 2.85 Dwelling Units per Acre, Located on Approximately 1.05 Acres of Land (Hunter Mill District)

This property is located on the N. side of Old Courthouse Rd., approx. 300 ft. E. of Irvin St. Tax Map 28-4 ((1)) 28.

PLANNING COMMISSION RECOMMENDATION:

On July 22, 2020, the Planning Commission voted 11-0-1 (Commissioner Strandlie abstained from the vote) to recommend to the Board of Supervisors denial of RZ 2019-HM-011. Furthermore, the Planning Commission voted 11-0-1 (Commissioner Strandlie abstained from the vote) to recommend that the Land Use Map and the text in the Comprehensive Plan should be revised as soon as possible to indicate that the density for all the lots along Irvin Street should be recommended for 1-2 dwelling units per acre, as indicated in the Plan Text, instead of the 2-3 dwelling units per acre shown on the Plan Map.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)  
Joe Onyebuchi, Planner, DPD

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4:00 p.m.

Public Hearing on RZ 2019-SU-010 (K. Hovnanian at The Boulevards at Westfields, LLC) to Rezone from I-4, I-3 and WS to PDH-16 and WS to Permit Mixed Residential Use with an Overall Density of 15.26 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 21.62 Acres of Land (Sully District) (Concurrent with PCA 78-S-063-10 and PCA 81-S-076)

and

Public Hearing on PCA 78-S-063-10 (K. Hovnanian at The Boulevards at Westfields, LLC) to Amend the Proffers for RZ 78-S-063, Previously Approved for Office, to Permit Mixed Residential Use and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.62, Located on Approximately 8.28 Acres of Land Zoned I-3 and WS (Sully District) (Concurrent with RZ 2019-SU-010 and PCA 81-S-076)

and

Public Hearing on PCA 81-S-076 (K. Hovnanian at The Boulevards at Westfields, LLC) to Amend the Proffers for RZ 81-S-076, Previously Approved for Office, to Permit Mixed Residential Use and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.62, Located on Approximately 13.34 Acres of Land Zoned I-4 and WS (Sully District) (Concurrent with RZ 2019-SU-010 and PCA 78-S-063-10)

This property is located on the E. side of Sully Rd., W. side of Park Meadow Dr. and N. side of Poplar Tree Rd. Tax Map 44-3 ((6)) 8B1 and 8C.

This property is located on the E. side of Sully Rd., W. side of Park Meadow Dr. and N. side of Poplar Tree Rd. Tax Map 44-3 ((6)) 8B1 (pt.) and 8C (pt.).

This property is located on the E. side of Sully Rd., W. side of Park Meadow Dr. and N. side of Poplar Tree Rd. Tax Map 44-3 ((6)) 8B1 (pt.) and 8C (pt.).

PLANNING COMMISSION RECOMMENDATION:

On July 29, 2020, the Planning Commission voted 8-1-3 (Commissioner Carter voted in opposition and Commissioners Murphy, Strandlie and Ulfelder abstained from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 78-S-063-10;



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- Approval of PCA 81-S-076;
- Approval of RZ 2019-SU-010 and its associated CDP, subject to the execution of proffered conditions consistent with those dated July 29, 2020;
- Waiver of the 600-foot maximum length requirement for private streets per Par. 2 of Sect. 11-302 of the Zoning Ordinance;
- Waiver and modification of Par. 5 of Sect. 11-203 of the Zoning Ordinance to permit a waiver and modification of the loading space requirement;
- Modification of Par. 1 of Sect. 13-303 of the Zoning Ordinance to modify internal transitional screening yard requirements with the PDH District; and
- Direct the Director of Land Development Services to modify Sect. 11-303 of the Zoning Ordinance to modify the travelway width.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:  
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)  
Kelly Atkinson, Planner, DPD

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4:00 p.m.

Public Comment on Issues of Concern

4:00 p.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
  - 1. *Megan Field v. Fairfax County, Virginia*, EEOC Charge No.: 570-2019-00143, *Laura Elliott v. Fairfax County, Virginia*, EEOC Charge No.: 570-2019-00291, *Cheri Zosh v. Fairfax County, Virginia*, EEOC Charge No.: 570-2018-02250, *Kathleen Stanley v. Fairfax County, Virginia*, EEOC Charge No.: 570-2018-02249
  - 2. *United States of America v. County of Fairfax, Virginia, Fairfax County Park Authority, Fairfax-Falls Church Community Services Board, Fairfax County Office of the Sheriff*, Case No. 78-862-A (U.S. Dist. Ct. E.D. Va.)
  - 3. *Violeta Peith v. Commonwealth of Virginia, Department of Game and Inland Fisheries, Fairfax County Park Authority, Fairfax County, and Andrew Shaker*, Case No. CL-2019-0011752 (Fx. Co. Cir. Ct.)
  - 4. *Capital Investment Advisors, Inc. v. Fairfax County Human Rights Commission* Case No. CL-2020-0006566 (Fx. Co. Cir. Ct.)
  - 5. *Sabrina A. Carter v. Fairfax County Department of Family Services*; Record No. 1525-19-4 (Va. Ct. App.)
  - 6. *Leslie B. Johnson, Zoning Administrator v. Tiffany Taylor*, Case No. GV 20-102250 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
  - 7. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Laura Winfield Berkebile and Julia Berkebile Fazio*, Case No. CL-2020-0013578 (Fx. Co. Cir. Ct.) (Dranesville District)
  - 8. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sunil Chacko and Tomoko Fujimoto*, Case No. GV20-013295 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Wiehle Reston East Ventures, LLC*, Case No. GV20-012762-00 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
10. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Michael Vincent Carter*, Case No. CL-2020-0011167 (Fx. Co. Cir. Ct.) (Mount Vernon District)
11. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Charles Randall Gentry*, Case No. CL-2020-0011166 (Fx. Co. Cir. Ct.) (Mount Vernon District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mahlon C. Hawker*, Case No. CL-2019-0015198 (Fx. Co. Cir. Ct.) (Mount Vernon District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Brett Holleman*, Case No. CL-2020-0009992 (Fx. Co. Cir. Ct.) (Providence District)
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judy V. Marshall*, Case No. CL-2014-0000688 (Fx. Co. Cir. Ct.) (Providence District)